

6/30/98

A G R E E M E N T

between

CITY OF CHARLOTTE, MICHIGAN

and

**POLICE OFFICERS LABOR COUNCIL/
CHARLOTTE POLICE DEPARTMENT**

Charlotte City

Effective: JULY 1, 1995 to JUNE 30, 1998

TABLE OF CONTENTS

	Page
AGREEMENT.....	6
ARTICLE 1 RECOGNITION -- EMPLOYEES COVERED.....	6
ARTICLE 2 MANAGEMENT RIGHTS.....	6-8
ARTICLE 3 PUBLIC SECURITY.....	8
ARTICLE 4 UNION SECURITY AND CHECK-OFF.....	8-9
ARTICLE 5 UNION BARGAINING COMMITTEE.....	10
ARTICLE 6 PROBATIONARY PERIOD.....	10
ARTICLE 7 SENIORITY:	
Section 1: Definition.....	10
Section 2: Seniority Lists.....	10
Section 3: Loss of Seniority.....	10-11
Section 4: Use.....	11
ARTICLE 8 LAY-OFF AND RECALL:	
Section 1: Definition.....	11
Section 2: Order of Lay-off.....	11
Section 3: Demotion in Lieu of Lay-off.....	11
Section 4: Notice of Lay-off.....	11
Section 5: Recall from Lay-off.....	12
Section 6: Restoration to Positions from which Demoted.....	12
ARTICLE 9 WORKING HOURS AND CONDITIONS:	
Section 1: Duty Day and Hours.....	12-13
Section 2: Scheduling and Assignments.....	13-14
Section 3: Transportation.....	14
Section 4: Trading.....	14-15
Section 5: Request to Trade Work Days Form.....	16
Twelve (12) Hour Shifts.....	17
ARTICLE 10 VACATION LEAVE:	
Section 1: Procedure.....	17-18
Section 2: Eligibility.....	18
Section 3: Computation of Benefits.....	18-19
ARTICLE 11 SICK LEAVE:	
Section 1: Procedure.....	19
Section 2: Eligibility.....	19-20
Section 3: Computation of Benefits.....	20

	Page
Section 4: Pooling.....	20
Section 5: Employee Responsibility.....	20
Section 6: Disability.....	21-22
 ARTICLE 12 HOLIDAYS.....	 22
 ARTICLE 13 LONGEVITY PAY.....	 22-23
 ARTICLE 14 HOSPITALIZATION - MEDICAL COVERAGE.....	 23
 ARTICLE 15 GROUP LIFE INSURANCE.....	 24
 ARTICLE 16 OTHER LEAVE:	
Section 1: Funeral Leave.....	24
Section 2: Personal Leave	24
Section 3: Critical Illness -- Childbirth.....	24
 ARTICLE 17 RETIREMENT.....	 25
 ARTICLE 18 SPECIAL MEETINGS.....	 25
 ARTICLE 19 PROMOTIONS:	
Section 1: Definition.....	25
Section 2: Purpose.....	25
Section 3: Vacancy.....	26
Section 4: Criteria for Promotion.....	26
Section 5: Eligibility.....	26
Section 6: Written Examination.....	26
Section 7: Oral Board.....	26
Section 8: Seniority.....	26
Section 9: Scoring.....	27
Section 10: Selection.....	27
Section 11: Roster.....	27
Section 12: Rights.....	27
Section 13: Upon Promotion.....	27
 ARTICLE 20 DEMOTIONS.....	 27-28
 ARTICLE 21 TRANSFERS.....	 28
 ARTICLE 22 RATES FOR NEW CLASSIFICATIONS.....	 28
 ARTICLE 23 SALARY CLASSIFICATION.....	 28
Section 1.....	28
Section 2.....	28
Section 3.....	28
 ARTICLE 24 UNIFORMS AND EQUIPMENT:	
Section 1: Clothing.....	28-29

	Page
Section 2: Equipment.....	29
Section 3: Cleaning of Uniforms.....	29
Section 4: Automobile and Equipment.....	29
 ARTICLE 25 SAFETY.....	 30
Drug Testing.....	30-34
Appendix A.....	35-36
Appendix B.....	37
 ARTICLE 26 TRAINING.....	 38
Training Notices.....	38
 ARTICLE 27 MISCELLANEOUS:	
Section 1: Addresses and Telephone Number of Employees.....	38
Section 2: Resignation.....	38
Section 3: Effect of this Agreement.....	38
Section 4: Waiver Clause.....	38
Section 5: Severability and Savings Clause.....	39
Section 6: Conformance with State Law.....	39
Section 7: Rules and Regulations.....	39
Section 8: Bulletin Board.....	39
Section 9: Payday.....	39
 ARTICLE 28 GRIEVANCE PROCEDURE:	
Section 1: Definition of a Grievance.....	39
Section 2: Steps of Grievance.....	40
Step 1.....	40
Step 2.....	40
Step 3.....	40
Step 4.....	40
Step 5.....	40
Step 6.....	40-41
Section 3: Rules of Grievance Processing.....	41
Section 4: Arbitrators Power.....	41
 ARTICLE 29 EARNED TIME OFF (ET0).....	 42
 ARTICLE 30 DISCIPLINARY ACTION.....	 42-43
 ARTICLE 31 CIVIC DUTY LEAVE.....	 43
 ARTICLE 32 POLICE PROFESSIONAL LIABILITY.....	 44-45
 ARTICLE 33 AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION:	
Section 1: Ratification.....	44
Section 2: Effective and Termination Dates.....	44-45

	Page
APPENDIX A.....	46
Wages.....	46
APPENDIX B.....	47
Educational Bonus.....	47

AGREEMENT

This Agreement is entered into between the City of Charlotte, Michigan, hereinafter referred to as the "City", and the Charlotte Division of the Police Officers Labor Council, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 1 RECOGNITION -- EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1974, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time employees of the Police Department of the City of Charlotte whose positions are classified as Patrol Officer and Detective(s); all other employees in this department are excluded from recognition in this bargaining unit.

The words patrol officer, employee or officer shall be construed to mean a member of the Non-supervisory bargaining unit, Charlotte Division, Labor Council Michigan Fraternal Order of Police.

ARTICLE 2 MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the City Charter and the Charlotte city Code. This reservation shall, however, be limited and waived by the City to the extent so provided in the Agreement and subject, but not limited to, the following:

- (A) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used; and the discontinuance of any services, materials, or methods of operation.
- (B) To introduce new equipment, methods, machinery, or processes; change or eliminate existing equipment and institute technological changes; decide on materials, or methods of operation.
- (C) In the event of an emergency, including but not limited to flood, tornado, power blackout, winter storm, natural disaster, or civil disorder, it may be necessary on a temporary basis to subcontract bargaining unit work. Prior to subcontracting bargaining unit work in such a situation, the Employer shall make reasonable efforts to locate all bargaining unit personnel

who are available to work.

In the event current employees are unable or are unwilling to perform the work or processes, the City shall have the right to subcontract the unit work.

Except as set forth above, no subcontracting shall occur except upon at least 30-days notice to the Union. The Employer, should it determine that subcontracting is necessary, shall immediately schedule a special meeting with the Union to occur as soon as possible after giving the 30-day notice of intent to subcontract.

At the special meeting the parties shall attempt to determine whether there are any reasonable alternatives to subcontracting. The Employer shall endeavor to protect existing employees who are affected by subcontracted bargaining unit work and shall propose a plan to the Union for relocation of any existing employees affected by subcontracting work including, but not limited to, the following actions:

- (1) Transferring the employees to a different department within the City;
- (2) By assisting and placing employees affected by the subcontracted work with the Department, agency, or governmental unit to whom the bargaining work was subcontracted;
- (3) By assisting and placing displaced employees with another police department.

(D) THE CITY RESERVES THE RIGHT to hire, assign and layoff employees in accordance with the terms of the Agreement; however, all reductions in the work week or workday or any reduction involving a combination of the length of the workday and work week are the objects of collective bargaining.

(E) THE CITY RESERVES THE RIGHT to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.

(F) To determine lunch, rest periods, clean-up times, starting and quitting times.

(G) To establish reasonable work schedules.

(H) To discipline and discharge employees for just cause.

(I) To adopt, revise and enforce working rules, and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereinafter without notice to the Union, and discussing such with the Union; and its reasonableness may be subject to the grievance procedure.

(J) To transfer, promote and demote employees from one classification, department or shift

to another; subject to the provisions contained in this Agreement.

(K) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work consistent with the provisions contained in this Agreement.

(L) As a condition of continued employment employees shall live within a five (5) mile radius of the intersection of Cochran and Lawrence in the City of Charlotte within six (6) months after the end of their probationary period.

ARTICLE 3 PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever; nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment; or picket the Employer's premises. The occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any Officer who commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4 UNION SECURITY AND CHECK-OFF

Section 1: The City will not discriminate against any Officer because of membership in the Union.

Section 2: The City agrees to deduct from the salary of each individual Officer in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following subsections:

(A) The Union shall obtain from each of its members a completed Check-off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject or any interpretation(s) made thereof.

(B) All Check-Off Authorization Forms shall be filed with the City who may return any incomplete or incorrectly completed form to the Union treasurer and no check-off shall be made until such deficiency is corrected.

(C) All other Officers covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said Officer due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments or other amounts from other Union activities.

(D) The City shall make check-off deductions each pay period. The City shall check-off only

obligations which come due at the time of check-off, and will make check-off deduction only if the Officer has enough pay due to cover such obligation, and will not be responsible for refund to the Officer if he/she has duplicated a check-off deduction by direct payment to the Union.

(E) The City's remittance will be deemed correct if the Union does not give written notice to the City, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

(F) Any Officer covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City and the amount owing the Union shall reflect accordingly with the next payment from the Officer due the Union.

(G) The Union shall provide at least thirty (30) days written notice to the City of the amount of Union dues and/or representation fee to be deducted from the wages of the Officer as in accordance with this Article. Any change in the amounts determined will also be provided to the City at least thirty (30) days prior to its implementation.

(H) The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an Officer's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

(I) The Union shall exclusively use the following Check-off Authorization Form as herein provided for:

**CHECK-OFF AUTHORIZATION FORM
POLICE OFFICERS LABOR COUNCIL
Charlotte, Michigan**

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$ _____ per month. The amount deducted shall be paid to the Treasurer of the P.O.L.C. according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

(Print) RANK LAST NAME FIRST NAME MIDDLE INITIAL

Signature _____

Address _____

City _____

Date Deduction is to start

Month Year

ARTICLE 5 UNION BARGAINING COMMITTEE

Section 1: The bargaining committee of the Union will include not more than three (3) Officers of the Charlotte Police Department and may include not more than (3) non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2: Charlotte Police Officers involved in bargaining who are scheduled for duty at the time that a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to but not exceeding thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No Officer will be given additional compensation or compensatory time for time spent in bargaining sessions.

ARTICLE 6 PROBATIONARY PERIOD

When a new Officer is hired in the bargaining unit, he shall be considered as a probationary Officer for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment. No matter concerning the layoff or termination of a probationary Officer shall be subject to the grievance procedure. An Officer is presumed to have terminated his probationary period and obtained full-time Officer status at the end of twelve (12) months of continuous, regular, full-time employment.

ARTICLE 7 SENIORITY

Section 1: Definition

Seniority shall mean the status attained by continuous length of service from the original date of hire in the Charlotte Police Department. There shall be no seniority among probationary employees.

Section 2: Seniority Lists

Management shall maintain a roster of Officers arranged according to seniority showing name, position and date of hire, and once each year, upon request of the Union, will furnish a copy of the list of the Union.

Section 3: Loss of Seniority

An Officer shall lose his status as an Officer and his seniority if:

- (A) He/she resigns or quits.
- (B) He/she is discharged for just cause.

(C) He/she retires.

(D) He/she is convicted of a felony or of D.U.I.L.

(E) He/she has been on layoff for a period of time equal to his department seniority at the time of his or her layoff or two (2) years, whichever is lesser.

(F) He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify the City is due to circumstances beyond the control of the Officer.

Section 4: Use

Seniority will be used in determining vacation, order of lay-off and order of recall. Whenever it is necessary to effect changes between Officers involving special assignment preference in these matters shall be given to the best qualified Officer with the most seniority.

ARTICLE 8 LAY-OFF AND RECALL

Section 1: Definition

Lay-off shall be defined as the separation of bargaining unit employee(s) from the active work force due to a lack of work or a lack of funds demonstrated by the City.

Section 2: Order of Lay-off

If and when it becomes necessary to reduce the number of bargaining unit employee(s) in the work force, probationary employees will be laid off first, then bargaining unit employees will be laid off in inverse seniority order and they will be recalled in the order of seniority.

Section 3: Demotion in Lieu of Lay-off

A bargaining unit employee subject to lay-off who so request (the employees classified as Detective 1st grade and Detective 2nd grade) may, in lieu of lay-off, be demoted by seniority to a lower position in the Police Department, provided he is qualified for the position to which he seeks demotion.

Section 4: Notice of Lay-off

The City shall give written notice to the Officer(s) of any proposed lay-off. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof. Such notice shall give the name(s) of Officer(s) and classification(s).

If notice of lay-off is given, the city and the Union agree to meet within a reasonable period of time to discuss any possible alternatives to such lay-off.

Section 5: Recall from Lay-off

(A) Officers to be recalled from lay-off shall be given a maximum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.

(B) Officers who decline recall or who, in absence of extenuating circumstances satisfactory to the Police Chief, fail to respond as directed within the time allowed shall be presumed to have resigned and their names will be removed from the seniority list.

Section 6: Restoration to Positions from which Demoted

Officers to be restored to positions from which they had been demoted in lieu of lay-off shall be given three (3) calendar days in which to accept.

ARTICLE 9 WORKING HOURS AND CONDITIONS

Section 1: Duty Day and hours

(A) Officers covered hereby will work eighty (80) hours as scheduled during a fourteen (14) day work period.

(B) Officers covered hereby are required to be on duty as scheduled, excepting as excused by management.

(C) Officers covered hereby shall receive an hourly wage for their work as defined in Appendix A. hereof.

(D) Officers will be paid on Friday following the end of each pay period. The City will make payroll checks available as soon as possible for those Officers completing a Thursday night shift. In the event the City decides to change the present weekly pay schedule to a different schedule, the City agrees to meet with the Union to discuss the issue.

(E) Determination of the starting time of work schedules shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the Officer shall work such reasonable overtime hours as shall be required by the City. Officers are expected to complete a definite assignment even though it requires additional hours over a scheduled duty day. In cases of emergency, Officers are expected to return to duty when requested by the Police Chief, Command Officer or City Manager. Any shift scheduled to start before midnight is considered to be the shift for that day in which the shift begins.

(F) Overtime at one and one-half (1-1/2) times the regular rate shall be paid after eighty (80) hours in a normal work period or after the regular hours scheduled in a duty day, except those required to return to a regular shift within a 24-hour period.

(G) When testifying on a work related criminal case in a competent court of law, work-related hearing, meeting or other police activity while off duty, authorized by the Chief of Police or his designee, an Officer shall receive a minimum of two (2) hours at one and one-half (1-1/2) times his or her regular hourly rate of pay or paid the actual number of hours

worked at one and one-half (1-1/2) times his regular hourly rate of pay. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

(H) Any time an Officer is called in to testify on a work related criminal case at a competent court of law or other work-related hearings, one (1) hour prior to his or her regularly scheduled shift, he/she shall be paid at the rate of time and one-half (1-1/2) his or her regular rate of pay for those hours in excess of the hours scheduled in his/her duty day.

(I) Any time an Officer while off duty is called to the court to sign a complaint or petition he/she shall be paid for one hour at regular time.

(J) The Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the City's premises when it interferes with the duties of any Officer (other than that specifically permitted by the terms of this Agreement).

(K) In case of emergency or other situations where the City Manager, Chief of Police or other authority requests an employee to return to duty, such employee shall receive one and one-half (1-1/2) times the regular rate of pay for all hours worked, provided, however that in each occurrence employees shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay.

(L) No Pyramiding:

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

Section 2: Scheduling and Assignments

(A) There shall be two (2) regular shifts, four (4) relief shifts (one of which shall be worked by the Detective II), and one vacation relief shift worked by the D.A.R.E. Officer.

(B) Shift hours shall be consistent and will not alter by more than six (6) hours with the exception of the relief shift, vacation scheduling, sick leave, personal leave days, special assignments, holidays, leaves of absence, and special activities.

(C) "Police officers shall be assigned to straight shifts as agreed mutually by the Chief and the Union. Employees shall bid on shifts based upon their seniority on an annual basis."

(D) Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Department; however, the schedule will not be changed to circumvent the payment of overtime or for the purpose of reprimands.

(E) Detective I shall work a flexible schedule set by himself with the concurrence of the Chief or his designee in accordance with the needs of the Department.

(F) Should an Officer covered by this Agreement become temporarily unable to perform their regular job, the Officer shall be given the opportunity to be placed temporarily in a position presently existing within the department that the Officer can perform. The Department shall consider an employee request for light duty assignment and/or temporary transfer to another department for light duty work. For light duty assignments the following requirements will be adhered to:

- (1) The employee desiring light duty tasks shall supply a doctor's order which details work restrictions. An order requiring only "light duty" is not sufficient.
- (2) The Chief or his designee will decide if officer is capable to perform tasks, and if there is a need within the department for the tasks to be performed.
- (3) There shall be a limit of six (6) weeks per calendar year of light duty per officer. At any time, the Chief or his designee may decide that there is no need for tasks to be performed, and the officer may be relieved of light duty tasks.
- (4) The Chief or command officer can change the requesting officer's hours to 0900 to 1700 Monday through Friday if necessary.
- (5) Shift changes of other officers may be made to cover a shortage on other shifts caused by light duty assignments. During this time the Detective II may be assigned to road patrol to cover shift shortages.
- (6) The requesting officer will be assigned to certain job tasks but not to a position.

Section 3: Transportation

All Officers must provide their own transportation to work.

Section 4: Trading

Officers may trade time off under the following conditions:

- (A) Officers will give written notice to the Police Chief of the trade by using the form as attached. (See Pg. 16)
- (B) Trades will be on a consent basis of both Officers involved.
- (C) Trades will be unlimited.
- (D) Trades will not result in back-to-back shifts.
- (E) Trades will not result in the payment of overtime to either Officer involved.
- (F) Trades will only be permitted between officers below the rank of Sergeant.

- (G) Trades will only be permitted when the Officer's involved are capable of performing the assigned task.
- (H) Any probationary Officer, shall not be eligible to trade days off unless authorized by a Command Officer.
- (I) All trades must be authorized by the Police Chief or his designee.

REQUEST TO TRADE WORK DAYS

I _____, request that Officer _____
be allowed to work for me on, (date) _____ from
(hours) _____ to _____.

Reason for this request _____

I will repay the time on (date) _____
from (hours) _____ to _____

Both Officers sign, _____, _____

Date _____ Time _____

Approved by (command officer) _____

Section 5: Twelve (12) Hour Shifts

The Detective I position and during the second school semester the D.A.R.E. officer shall be excluded from twelve hour shift assignments.

ARTICLE 10 VACATION LEAVE

Section 1: Procedure

"All employees in the Charlotte Police Department will be governed under this Article, however, the bargaining unit employee who is assigned as a Detective I within the Police Department shall not be considered in the vacation scheduling of all other bargaining units employees. (Non-Supervisory and Supervisory units.)"

The time at which an employee shall take his vacation shall be determined by the department head with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice of not less than forty-five (45) days prior to the posting of the work schedule shall be given to the Chief of Police to allow him to make his vacation schedules and to arrange his working schedules accordingly.

The year shall be divided into two (2) periods for the purpose of vacation scheduling. May through September 30 shall be known as the summer schedule. October 1 through April 30 shall be known as the winter schedule.

Employees who are entitled to two hundred (200) hours of vacation per year may utilize no more than one hundred thirty six (136) hours during the summer schedule.

Employees who are entitled to one hundred twelve (112) hours of vacation per year may utilize no more than eighty (80) hours during the summer schedule.

Employees who are entitled to forty-eight (48) hours of vacation per year may utilize no more than twenty-four (24) hours during the summer schedule.

Employees who wish, and time is available, may utilize all of his or her vacation hours during the winter schedule.

Request for vacation leave shall be governed on a seniority basis and the seniority list broken into four (4) groups as follows:

- Group #1 Officers #1 through #5 on Seniority List.
- Group #2 Officers #6 through #10 on Seniority List.
- Group #3 Officers #11 through #15 on Seniority List.
- Group #4 Officers #16 through #20 on Seniority List.

Officers in Group #1 shall have their vacation requests in by January 1 for the following schedule and shall have their vacation requests in by July 1 for the following winter schedule.

Employees in Group #2 shall have their vacation requests in by January 15 for the following summer schedule and shall have their vacation requests in by July 15 for the following winter schedule.

Employees in Group #3 shall have their vacation requests in by January 30 for the following summer schedule and shall have their vacation requests in by July 31 for the following winter schedule.

Employees in Group #4 shall have their vacation requests in by February 15 for the following summer schedule and shall have their vacation requests in by August 15 for the following winter schedule.

Any employee electing not to request his or her vacation leave by the dates governing the group that he or she is in, may make his/her request on a first come, first serve basis after everyone else on the Seniority List has had the opportunity to make their requests.

If an employee has had his/her request in by the proper date that governs the group that he/she is in and is bumped by someone in the same group with more seniority, they will be notified and allowed to make another request in five (5) days before the next seniority group is granted any vacation time.

An officer entitled to two hundred (200) or one hundred sixty (160) vacation hours may utilize two (2) weekends (Saturday and Sunday) that he/she is normally schedule to work as part of his/her vacation leave per anniversary date.

An officer entitled to one hundred twelve (112) vacation hours may utilize one weekend (Saturday and Sunday) that he/she is normally scheduled to work as part of his/her vacation leave per anniversary date.

Employees must utilize no less than twenty-four (24) vacation hours at a time.

Only two (2) officers will be allowed to take vacation at the same time.

All employees of the bargaining unit will be governed under Article 10 "Vacation Leave".

Single vacation days of 8 or 12 hours may be used after all twenty-four (24) hour vacations have been used during June, July, and August. Officers may utilize vacation during "Fair Week".

Section 2: Eligibility

All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein. Vacation Leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he has completed twelve (12) months of service, at which time he will be credited with forty-eight (48) hours of vacation.

Section 3: Computation of Benefits

The maximum amount of vacation leave earned per year for each regular full-time employee shall

be as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
12 to 36 months	Forty-eight (48) hours
37 to 120 months	One hundred twelve (112) hours
121 to 180 months	One hundred sixty (160) hours
181 months and over	Two hundred (200) hours

Vacation leave eligibility shall be computed from the first full working day of the employee.

The amount of vacation leave charged to an employee during his leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence of such leave. Vacation shall be charged against an employee in not less than one of his work day units. Vacation leave hours will be credited on May 1.

Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the proceeding year's accumulation. Under certain conditions special exception may be made by the City Manager.

If an employee leaves the service of the City before completing one (1) year of work, he will receive no vacation pay. After the completion of one (1) year of employment, an employee leaving the City for any reason shall be paid for unused vacation.

In order for employees to use a weekend scheduled to work for vacation purposes, the employee must utilize thirty-six (36) hours of vacation.

ARTICLE 11 SICK LEAVE

Section 1: Procedure

Sick leave shall not be considered a privilege which an employee may use at his discretion; but shall be used in the case of necessity. To be paid sick leave, the employee shall notify his immediate supervisor or his department head prior to the time set for the beginning of his daily duty. If the immediate supervisor or department head is not available to be notified by the employee, the employee shall then give notice to the dispatcher on duty. The dispatcher shall immediately notify a command officer, or management if a command officer cannot be located. Failure to follow the above procedure will result in denial of the claim.

When absence is for more than one (1) week, the employee may be required to file a Physician's Certification unless the department head has personal knowledge of the employee's sickness or disability. A report form for sick leave, furnished by the City, shall be filled out immediately upon the employee's return to work.

Section 2: Eligibility

All regular full-time employees covered hereby shall be eligible to accumulate and receive sick

leave benefits. Employees commence earning paid sick leave the first month of service up to the amount accumulated at the time of illness.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

Section 3: Computation of Benefits

All eligible employees shall be entitled to sick leave credit of six (6) hours for each completed month of service, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave will be computed on May 1 of each year. The first year of employment will be prorated. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Sick leave credit will not be allowed in advance of being earned.

Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year, to a total of not more than seven hundred twenty (720) hours.

Payment of unused sick leave not to exceed seven hundred twenty (720) hours shall be made to the employee or to his beneficiary on death or retirement with the Municipal Employees Retirement System. Payment of 1/2 of the employee's unused sick leave accumulation will be paid to the employee upon leaving employment after ten full years of employment with the City.

Employees whose sick leave accumulation exceeds the 720 hours maximum allowed at the date of this agreement shall have those hours frozen above 720 hours and may be utilized in accordance with this agreement.

Section 4: Pooling

If an officer has used up all of his sick time on illness, accident or injury, a fellow officer may voluntarily donate a maximum of eighty (80) hours per illness from his sick time to the officer in need of more sick time. The City shall in no way be responsible for settling differences of opinion. Donations of sick leave must be in writing.

Computation of this benefit shall be from anniversary date of employment.

Section 5: Employee Responsibility

To be eligible for any sick leave payments, the employee must be available by telephone, during those times the employee requests payment for sick leave absence, at the employee's residence, physician's office or hospital. An answering device is not an acceptable substitute. An employee who is not so available shall be ineligible for any sick leave payment.

Section 6: Disability

Disability leave will be provided in conjunction with sick leave for long term critical illness or non job related injury for up to twenty six (26) weeks.

Disability leave will be approved after the proper forms are filled out and filed with the City Clerk (forms to be provided by the City Clerks office). This form will require that a doctor's certificate be attached. Written notice of the claim must be presented to the City Clerk's office within fifteen (15) days of the occurrence of the injury or illness for the Officer to be eligible for disability benefits.

Benefits will be provided for each full time Officer thirty (30) days from the date of employment. An Officer must be absent from work longer than fourteen (14) working days before he/she is eligible for disability benefits. Payments will commence on the fifteenth working day.

Disability benefits will not be paid for any claim covered by workers compensation, or for an injury that resulted from other gainful employment not with the City, or for suicide attempts, or from injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability:

1. Results from causes entirely unrelated to the cause of the previous disability.
2. Commences after the Officer has returned to active full- time duty for the City for at least two (2) consecutive weeks.

Benefits will be paid in accordance with the following schedule:

<u>WEEK</u>	<u>SICK LEAVE</u>	<u>DISABILITY</u>	<u>TOTAL HOURS</u>
1	40	0	40
2	40	0	40
3	32	8	40
4	32	8	40
5	24	16	40
6	24	16	40
7	16	24	40
8	16	24	40
9	8	32	40
10	8	32	40
11	0	40	40
12	0	40	40
13	0	40	40
14	0	40	40
15	0	40	40
16	0	40	40
17	0	40	40
18	0	40	40

19	0	40	40
20	0	40	40
21	0	40	40
22	0	40	40
23	0	40	40
24	0	40	40
25	0	40	40
26	0	40	40

ARTICLE 12 HOLIDAYS

The following are designated as holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and December 31.

It is the intent of the parties hereto that, in the scheduling of duty days, bargaining unit employees will have either Thanksgiving Day off or the day after Thanksgiving; and it is the further intent of the parties hereto that the bargaining unit employees will have either Christmas Day off or the day before Christmas.

Any employee who is required to work on one of the aforesaid holidays shall be compensated at the rate of twice his normal pay.

With approval of the department head, and with adequate notice for payroll purposes, an employee may take ETO in lieu of holiday pay.

An employee who does not work on the day prior to or immediately following a holiday shall not be compensated for such holiday, or receive ETO, unless the absence on such day was scheduled or excused at management's discretion.

Holiday pay shall be computed from midnight to midnight.

ARTICLE 13 LONGEVITY PAY

All regular full-time employees in the active service of the City as of November 14 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

(A) Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due.

(B) Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years

of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between November 15 dates, shall be eligible for a calendar months pro-rated payment of their longevity pay payable upon separation.

(C) Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.

(D) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 years or more and less than 10 years	2.00% of annual wage
10 years or more and less than 15 years	3.00% of annual wage
15 years or more and less than 20 years	4.00% of annual wage
20 years and over	5.00% of annual wage
Maximum of \$1,250.	

ARTICLE 14 HOSPITALIZATION -- MEDICAL COVERAGE

Section 1: The City will pay 100% of the premiums for single-person, two-person or full-family coverage of the medical insurance and prescription drug plan currently in force, or an equivalent plan, as the hospital, medical and surgical insurance plan for the employee.

This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than 30 days.

If an improvement in hospitalization-medical or dental coverage is granted by the City to any other City Employee during the term of this contract, the same benefit shall also be granted to members of this bargaining unit.

Dental: The City will pay 100% of the cost of Delta Dental Plan or its equivalent.

Section 2: The City shall make available to retired employees, hospitalization and medical insurance through the present group carrier at the retired employee's expense.

Section 3: Vision Care

(1) Effective January 1, 1990, the City shall provide and pay the cost for a City self-insured vision care plan. The Plan shall pay up to Two Hundred (\$200.00) Dollars per year for costs incurred for vision care, such as, but not limited to, eye examinations, lenses, frames or other optical care. Employees shall be reimbursed for the actual costs up to a maximum of Two Hundred (\$200.00) Dollars per family. Employees must submit the actual bill to the City before being reimbursed.

(2) Effective July 1, 1990, the vision care plan shall be increased to Two Hundred Twenty-Five (\$225.00) Dollars.

ARTICLE 15 GROUP LIFE INSURANCE

After completion of six (6) months of full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$25,000. Note: (to be implemented the first pay roll in January 1988.)

ARTICLE 16 OTHER LEAVE

Section 1: Funeral Leave

A maximum of twenty-four (24) hours funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family, upon notice to the Police Department. A maximum of twenty four (24) hours sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission of the Chief of Police. At management's discretion, additional leave may be granted for extenuating circumstances if authorized by the Chief of Police or commanding officer. Immediate family shall be interpreted as including: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents and grandchildren.

Section 2: Personal Leave Days

All full-time employees with at least one (1) year seniority shall be granted sixteen (16) personal leave hours with pay. The intended use of such hours is for such purposes as doctor or dentist visits or other special events or contingencies not covered elsewhere in the contract, five (5) days notice shall be given to the Chief of Police or his representative to utilize this time. The five (5) day notice may be waived by the Chief or his representative in emergency situations. Personal leave hours will be credited on May 1.

"Personal leave days will be granted only when sufficient number of qualified personnel are available to meet contractual obligations and public safety requirements."

At no time will management pay an officer overtime just to allow another officer personal leave.

Personal leave denied will state the reason for denial.

Personal leave hours may be combined with ETO hours and/or vacation hours to make up a full day of leave. However, an officer may only use vacation hours if he has an accumulation of vacation hours remaining of: less than one day or twelve hours.

Section 3: Critical Illness -- Childbirth

Employees may utilize personal leave, ETO or accumulated vacation for the purpose of surgery, critical illness or childbirth in the immediate family as defined in Funeral Leave (Article 16), Section 1. Permission must be authorized by the Chief of Police or command officer.

ARTICLE 17 RETIREMENT

Each regular full-time employee, after six (6) months service with the City, shall become a member of the City's retirement system.

Effective June 30, 1996, MERS B-4 with the F-55/25 waiver will be in effect and employees shall contribute 3.91% of all wages for which retirement is computed, to the retirement plan, through payroll deductions.

Effective June 29, 1997, MERS B-4 with the F-50/25 waiver will be in effect and employees shall contribute 5.80% of all wages for which retirement is computed, to the retirement plan, through payroll deductions.

City of Charlotte Police Officers (Non-supervisory), the Police Officers Labor Council, or any other entity representing City of Charlotte Police Officers (Non-supervisory) shall not introduce proposals to eliminate the employees' contributions to the retirement plan, during any collective bargaining action, before July 1, 2001.

ARTICLE 18 SPECIAL MEETINGS

In the interest of sound and peaceful labor relations between the City and the Union, special meetings may be held by mutual consent of the City and the Union for the purpose of exchanging ideas, information and discussing problems or concerns of the parties that may arise during the duration of the agreement.

Request and agendas for such meetings shall be presented by the City Manager and the Union President of the Union respectfully. If either party desires a special meeting they shall request the meeting in writing to the other party. Such request shall include an agenda of the topic or items to be discussed. Attendance at the meeting shall be limited to Three (3) representatives of the City and Three (3) representatives of the Union.

ARTICLE 19 PROMOTIONS

Section 1: Definition

Promotion is defined as a position in a classification involving a higher rate of pay.

Section 2: Purpose

The purpose of this procedure is to establish a promotional system for full-time, non-probationary officers.

The City shall determine the duties of all positions subject to this procedure. This procedure shall apply when the City determines that a promotional vacancy exists and in no event shall it apply to temporary vacancies anticipated to last one hundred and twenty (120) calendar days or less to filling vacancies due to an officer being on sick leave, including Worker's Compensation Leave.

Section 3: Vacancy

When it is determined by the City that a promotional vacancy exists, the City shall post such promotional vacancy on the Department bulletin board for a period of ten (10) working days. Officers shall request in writing, to the Police Chief, their desire for promotional consideration. The City shall not be obligated to consider a request for promotional consideration from an Officer who has not submitted his/her request in writing "during the ten day posting period". The Union President may file on behalf of an Officer absent from work during the ten (10) day posting period. "Day" shall have the same definition as it has in the grievance procedure of the current agreement.

Section 4: Criteria for Promotion

Promotions shall be made on the basis of the following:

- (A) Written examination administered by the MML (Michigan Municipal League).
- (B) Oral Board
- (C) Seniority

Section 5: Eligibility

Officers must have a minimum of four (4) years of law enforcement experience, two (2) years of seniority within the Charlotte Police Department and be fully empowered to enforce the criminal laws of the State of Michigan.

Section 6: Written Examination

An examination supplied by the MML will be administered and scored by the MML. The content of the written exam will be skilled approximately to the level of the position considered.

Section 7: Oral Board

An Oral Board shall be established to review applicants who have obtained a passing score on their written examination.

The Oral Board shall consist of the City Personnel Director, City Attorney and two (2) Command Officers from another department of equal or higher rank, to be mutually selected by the Union and the City.

The Oral Board will elect a chairman who shall direct the operation of the Oral Board. The Oral Board shall be charged with formulating the questions to interviewee's. The Oral Board shall produce a numerical score for each interviewee. This score shall be supplied to the Chief of Police.

Section 8: Seniority

Department seniority shall be scored on the basis of one-half (1/2) point per year of seniority up to a maximum of ten (10) points.

Section 9: Scoring

Written Examination	-	45 points
Oral Board	-	45 points
Seniority	-	up to 10 points

Section 10: Selection

A roster of selection will prevail with the officers and scores in consecutive order. The Chief of Police shall promote a person from the two (2) highest total scores.

Section 11: Roster

The roster of scores shall remain in effect for the tested position and rank for two (2) years from the date of the final selection.

If a vacancy again exists for the same rank, the Chief shall promote the person with the highest total score who was not promoted on the first vacancy.

Section 12: Rights

The City reserves the right to hire and promote from outside the City, if no successful applicants are available from the bargaining unit.

Section 13: Upon Promotion

An officer who is promoted will assume his or her new responsibilities on the effective date cited on his or her notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The officer may voluntarily return to his or her former position within six (6) months from the date of his or her promotion provided that the officer shall forfeit his or her right to bid on further promotions for a period of two (2) years.

The officer will serve a six (6) month probationary period during which a formal review by the Chief of Police and City Manager will be made as to the officer's competence to perform the assigned duties of the new classification.

An officer will be returned to his or her former rank and pay classification upon an unsatisfactory review during his/her promotional probation period.

ARTICLE 20 DEMOTIONS

When an employee is demoted to a position in a lower classification, unless he is punished for just cause, he shall continue to receive his regular rate of pay.

If the employee requests a voluntary demotion or is being punished for just cause, he will be paid in the approved range of the lower classification.

ARTICLE 21 TRANSFERS

In the event of a newly created position within the bargaining unit, employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work and seniority. The transfer of an employee from one department to another may be made only with the consent of the department heads involved and the City Manager.

ARTICLE 22 RATES FOR NEW CLASSIFICATIONS

When a new classification is to be established within the unit, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

ARTICLE 23 SALARY CLASSIFICATION

Section 1: While employed by the City, each full-time employee is designated as being in a classification level corresponding to his particular position. Each classification carries minimum and maximum rates of pay, with a provision for increases according to a uniform schedule.

Section 2: All new hires shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager based upon the officers previous law enforcement experience.

Section 3: Salary increases shall be made on the basis of service in the amounts and at the intervals as provided for in the salary appendix.

ARTICLE 24 Uniforms and Equipment

The City shall provide the initial issue of uniforms and equipment for all Officers covered by this Agreement. In the selection, procurement and issuance of uniforms and equipment, the City will give due consideration to the items, numbers, materials and quality consistent to the needs, use, function and responsibility of the Officers. The uniform of the day will be prescribed by the Chief of Police. Current and up-to-date professionally done file photos and identification cards will be furnished by the City. A \$50.00 shoe allowance shall be made on new uniform shoes as needed. Probationary Officers will be furnished uniforms at the discretion of the Chief of Police. Uniforms and equipment for other Officers shall be furnished as follows:

Section 1: Clothing

- | | |
|-----------------------|-------------------------|
| 4 pair trousers | 1 winter hat (optional) |
| 4 short sleeve shirts | 1 hat with rain cover |
| 4 long sleeve shirts | 1 rain coat |
| 1 jacket (summer) | 2 ties |
| 1 jacket (winter) | |

The Detective shall receive a clothing allowance of Three Hundred Dollars (\$300.00) per year to

be paid each quarter.

The clothing allowance to be used for the purchase of civilian cloths as required by his position.

Section 2: Equipment

- 1 service weapon 4" barrel with ammunition
(minimum of 18 round each year)
- 1 complete set leather
- 1 pair handcuffs

All Officers will be provided with a body armor vest and must wear the full vest at all times when on duty unless excused by the Chief of Police.

An Officer, in lieu of a City-provided weapon, may provide his or her own weapon and holster of major manufacturer that will safely operate with Department-issued ammunition with the approval of the Chief of Police.

Officers may use speed loaders at their own expense that conforms with present issued gear.

Keys to the rear door of City Hall will be issued to each Officer. The Officer will sign for the key which will be turned in upon leaving the employ of the City.

9 M M or .40 CAL. WEAPON

1. An officer, at their own expense, may purchase and carry while on duty a 9 M M or .40 caliber semi-automatic weapon manufactured by Sig Saur, Smith & Wesson or Glock. The leather will be purchased and maintained by the City.
2. Training and ammunition will be the responsibility of the city.
3. No officer shall carry, while on duty, this weapon until a letter requesting permission to carry a 9 M M or .40 caliber semi-automatic weapon has been submitted to the training officer, the weapon has been submitted for inspection and approved by the training officer and training has been completed and certified to the Chief of Police.

Section 3: Cleaning of Uniforms

The City will arrange a suitable schedule for cleaning uniforms as necessary at City expense.

Section 4: Automobile and Equipment

In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the Officer involved.

ARTICLE 25 SAFETY

Considering the safety of the Officers, the City shall:

- (1) Insure that a minimum of two (2) certified Officers be on duty at all times, actively assigned to road patrol.
- (2) In case of Officer sickness or absence from duty, the Officer in charge will contact Officers in the following order to work in an overtime capacity:
 - (a) Officers going off duty in department seniority order.
 - (b) Officers coming on duty in department seniority order.
 - (c) Officers with shifts starting within two (2) hours.
 - (d) Officers per department seniority roster.
- (3) If no officers are willing to work in an overtime capacity, officers may be ordered to work in inverse seniority order by a command officer or the Chief.
- (4) Officers called will work a minimum of two (2) hours. Involuntary shift extensions or involuntary call in shall be limited to six (6) hours maximum.
- (5) If an Officer working on an extended shift, requests to be excused after completing his/her regular scheduled work hours, and the request is granted by a command Officer, the Officer shall not receive overtime pay for the hours worked.
- (6) Any probationary Officer shall not be eligible to work overtime on road patrol, unless authorized by a Command Officer.
- (7) Patrol cars may have a minimum of two (2) Officers after dark at the discretion of the Command Officer and the Police Chief.
- (8) Insure that all certified Officers qualify twice yearly at the range.
- (9) Make periodic check of all ammunition and equipment.
- (10) Adopt the following:

DRUG TESTING**1. Purpose**

- A. The Charlotte Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. The department and the employee may be liable for failing to address and ensure

employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse, seriously impairs an employee's performance and general physical and mental health. The department, in order to, ensure an employee's fitness for duty as a condition of employment orders drug tests based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

2. Definitions

A. Employee - All personnel employed by the Charlotte Police Department.

B. Supervisor - Employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.

C. Drug Testing - A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

3. Policy

A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.

B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.

C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer/supervisor.

4. General

If the Chief or a Supervisor has a reasonable suspicion to believe employment has violated this policy the following procedure will apply.

1. Any employee suspected of violating this section will be given an immediate hearing with the following persons present:
 - a. Employee;
 - b. Employee Union Representative, if requested;
 - c. Employee's Supervisor; if applicable;
 - d. Chief or designee.

The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

If it is determined by the Chief or his designee that the reasonable suspicion is substantiated the employee will be placed on administrative leave pending the results of an appropriate test.

A. Said employee shall be required to submit to an immediate urine and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

B. Such test shall be given pursuant to the procedure as outlined in Appendix A or prior arrangements at a site determined by the department and union.

C. The employee shall submit to such test and release of test results to the employer, failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

D. After the test has been given and the results known:

1. The employee will be put back to work with full pay for time lost, should the test results be negative; or

2. Shall be subject to discipline, including discharge, should the test results be positive.

5. Procedure

A. Drug Testing/Urinalysis

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others in the testing procedure.

1. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, shall be the basis of discontinuing an applicant in the selection process.

2. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
3. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
4. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
5. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused to test are not eligible for further consideration.
6. The results of drug tests on applicants shall be confidential and used for official purposes only.

B. Current Employees of the Department

1. The Chief or a Supervisor may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties.
2. Current employees may be ordered by the Chief or a Supervisor to take a drug test:
 - a. Where there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics: or
 - b. Where there has been the use of force involving a life threatening injury or death: or
 - c. Where there has been serious injury to the employee.

C. A drug test may be part of a routine physical examination if such physical examination is required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment which places the employee in close proximity to drugs that may be abused.

D. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B (See Pg. 41), or the use of prescription drugs without a prescription or the abuse of any drugs, will be submitted as a part of a written complaint by the supervisor, consistent with Item (c) above, requesting departmental action.

E. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2 above) to submit to periodic drug tests at the discretion of the Chief or his designee.

1. Prior to accepting a drug enforcement assignment, an employee shall execute written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological or other testing, including urine and/or blood for drug or narcotic substances.

2. The Chief or his designee shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.

F. The procedure for administering the urinalysis program is outlined in Appendix A of this policy. (See Pg.38-40)

G. Responsibility

Failure to comply with these provisions may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow these provisions will result in immediate suspension from duty pending final disciplinary action.

APPENDIX A
Blood and/or Urinalysis Procedures

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure.
 - a. Initial screening step, and
 - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and/or any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use NADA or MLEOTC recommended laboratories security procedures or equivalent.

6. Any confirmatory test shall be done by chromatography/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second approved laboratory as outlined in B5 if it is requested by the affected employee. If the second test is positive the employee will bear the full cost of this test. In the event the second test is negative, the employer will bear the full cost of this test. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence-Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods
 - a. TLC (Thin Layer Chromatography, recommended for initial step), or HPLC (High Performance Thin Layer Chromatography).
 - b. GLC (Gas Liquid Chromatography).
 - c. GC/MS (Gas Chromatography/Mass Spectrometry, recommended for confirmation step).
 - d. HPLC (High Pressure Liquid Chromatography).
2. Immunological Methods
 - a. RIA (Radioimmunoassay).
 - b. EMIT (Enzyme Multiplied Immunoassay Technique) recommended for initial screening step.

APPENDIX B

<u>Drug/Metabolite</u>	<u>Decision Level</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml

Confirm using Gas Chromatography/Mass Spectrometry (GC/MS)

"The City agrees to indemnify and save the Union harmless against any and all claims, suits or other forms of liability arising out of the Drug Policy."

ARTICLE 26 TRAINING

The City will provide training to keep Officers updated on laws and procedures as interpreted by the State and Eaton County Courts at least once a year to Officers who are desirous of additional training. The Officer shall notify the Police Chief, in writing, of their desire to attend any law enforcement training schools and/or seminars. Attendance shall be at the discretion of the Police Chief and in accordance with the needs of the Department.

Training Notices:

Notices of available law enforcement training schools and/or seminars will be posted by the City.

ARTICLE 27 MISCELLANEOUS

Section 1: Addresses and Telephone Number of Employees

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number.

Section 2: Resignation

An Officer covered hereby who desires to resign must present his resignation in writing to the Chief of Police or City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this agreement.

Section 3: Effect of this Agreement

This agreement supersedes any previous agreement, verbal or written, between the City and any employees covered hereby.

Section 4: Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this 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.

Section 5: Severability and Savings Clause

If any provision of this Agreement, or supplement thereto, is found invalid by operation of law or by any Board or Court of competent jurisdiction, or if compliance with or enforcement of any provision should currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

Section 6: Conformance with State Law

If State law is amended on a mandatory basis that would affect any provision in this contract, the contract shall be automatically amended to conform with the law on the effective date of such law.

Section 7: Rules and Regulations

The members of the Charlotte Division of the Fraternal Order of Police, State Lodge of Michigan does acknowledge and accept the rules and regulations set forth in Article I and II of the Regulations, Policies and Procedures Book of the Charlotte Police Department as compiled as of July 1, 1980, by mutual agreement with the City of Charlotte and the Fraternal Order of Police.

Section 8: Bulletin Board

An area will be provided for a Union bulletin board in the complaint room.

Section 9: Payday

On or after July 1, 1990, the City may, upon (90) days notice, change the payday from a weekly to a bi-weekly basis, but shall not do so unless all full time employees of the City who were paid on a weekly basis prior to the change are also paid bi-weekly.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance

A grievance is defined as a claim reasonably and logically founded on a violation of this agreement; any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of this definition shall be automatically denied as not constituting a valid grievance.

Section 2: Steps of Grievance**Step 1.**

Whenever a grievance arises an employee and/or Chief Steward or Alternate Chief Steward may present said grievance verbally to the immediate supervisor. The employee and/or Chief Steward or Alternate Chief Steward shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

Step 2.

If the grievance is unresolved through the oral step with the immediate supervisor, the grievance shall be reduced to writing and shall be presented to the immediate supervisor who shall hold a meeting to discuss the grievance with the grievant and/or the Chief Steward or Alternate Chief Steward within five (5) days from the oral presentation.

The supervisor shall answer the grievance in writing within five (5) days of the meeting.

Step 3.

If the answer of the supervisor is not acceptable to the employee and the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the Chief of Police within five (5) days. A formal meeting shall be held between the Chief of Police, grievant and Chief Steward or Alternate Chief Steward to discuss the grievance. The Chief of Police shall answer the grievance form within five (5) days after the formal meeting.

Step 4.

If the answer of the Chief of Police is not acceptable to the employee and/or the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the City Manager within five (5) days. Upon presentation to the City Manager, a meeting shall be scheduled between the outside L. C. M. F. O. P. Representative, Chief Steward or Alternate Chief Steward, grievant, Chief of Police and the City Manager. The City Manager shall answer the grievance in writing, to the participants of the meeting, no later than ten (10) days after the meeting. At least one outside representative, Chief Steward or Alternate Chief Steward or grievant shall attend this meeting or the grievance shall be considered withdrawn by the Union.

Step 5.

If at this point the grievance has not been resolved, a meeting shall be held between the parties. Attendees at the meeting shall be: The attorney representing the Union, the Labor Council Representative, the Chief Steward or Alternate Chief Steward, the grievant, the attorney representing the City, the City Manager and the Chief of Police. Each party may invite on other participant of their choosing.

Step 6.

If at this point the grievance has not been resolved, the Union shall have the right to refer such

grievance to arbitration within twenty (20) days after the answer of the City Manager.

The arbitration service to be used shall be mutually agreed upon between the City and Union.

Section 3: Rules of Grievance Processing

(A) All grievances shall be in writing when presented at Step 2 of the grievance procedure and be signed by the grievant(s).

(B) All grievances shall include the Article, section number of the alleged violation.

(C) All grievances shall include the facts that gave rise to the grievance, and dates, times involved in the alleged violation and the remedy desired.

(D) All grievances must be filed within seven (7) days following the date or knowledge of the alleged violation.

(E) Management and Union representatives shall sign and date the grievance at each step, indicating receipt thereof and their answer(s).

(F) A grievance not processed to the next highest step within the time limits shall be deemed withdrawn by the Union.

(G) A grievance not answered by the City representative within the time limits shall be granted in accordance with the requested remedy of the grievant and/or the Union.

(H) Time limits within the grievance procedure may be extended by mutual agreement of the City and Union.

(I) Employees and/or Union representative may write, investigate, process and present a grievance in a manner that will not conflict with the faithful and proper performance of their required duties and responsibilities. Violation of this section may result in disciplinary action on the employee involved.

(J) "Days" as used in the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays. "Days" for the procedures (time limits) are to begin at 12:01 a.m. the following day.

Section 4: Arbitrator's Power

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/her 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 City, the Union and the Grievant.

The expenses and fees of the arbitrator shall be shared equally by the City and the Union.

ARTICLE 29 EARNED TIME OFF (ETO)**Section 1:**

All Officers covered by this Agreement shall have the option to exchange overtime hours worked for earned time off (ETO) at the rate of time and one-half (1-1/2), under the following conditions:

(A) A maximum forty (40) hour bank of ETO time will be allowed to be maintained by each Officer per contract year.

(B) Any usage of ETO will be charged and deducted from the ETO bank.

(C) Accumulated ETO will be paid off at the end of each contract year (twelve (12) months). ETO Checks will be issued by July 31 of each year.

(D) The ETO option will be made during the pay period that it is earned. ETO shall be banked to the nearest one-half (1/2) hour or paid in full.

(E) ETO may be used in increments of one (1) hour but not more than twelve (12) hours. Up to twenty four (24) hours in succession may be utilized exclusive of days off.

(F) An Officer may utilize ETO only with the approval of the Chief of Police or Command Officer.

No overtime pay will be allowed so ETO time can be taken. Management reserves the right to maintain six (6) Officers due to the needs of the Department and Special Events.

(G) Officers will be granted ETO in accordance with a first come, first serve basis.

(H) Seven (7) days notice shall be given to the Chief of Police or his or her representative to utilize ETO time in amounts of more than six (6) hours.

(I) Accumulated ETO in any amount available shall be paid to the officer upon request. Requests shall be made in the first week of the month with checks to be issued the fourth payroll of the month.

ARTICLE 30 DISCIPLINARY ACTION

Section 1: Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure. When positive measures fail and the Employer feels that punishment or discharge is necessary for alleged violations of departmental rules and regulations, such punishment or discipline or discharge shall be imposed by the Chief or his designee.

Section 2: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

Section 3: Employees shall be permitted the presence of a Union representative if they so request

at the time disciplinary action is initiated against the employee.

Section 4: In the event an employee is disciplined or discharged and he believes he has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect hereto is presented to the Chief or his designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days at Step 2 of the grievance procedure.

Section 5: The employee against whom the charges have been made may be represented at any hearing by a Union representative.

Section 6: In imposing any discipline, the Employer will not base his decision upon any infraction of department rules or regulations which occurred more than two years previously.

Section 7: In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at time of such discipline less any compensation earned by the employee during the period of time he was off work due to discipline.

Section 8: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

Section 9: All disciplinary action shall be for just cause.

ARTICLE 31 CIVIC DUTY LEAVE

Employees required to appear for jury qualification or jury service and have been notified of such subsequent to their hire date shall be granted leave with regular pay for those hours they would have been scheduled to work; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the City. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon release from jury service each day.

ARTICLE 32 POLICE PROFESSIONAL LIABILITY

The City shall provide, through its liability insurance carrier, the following coverage for all officers covered by this agreement:

1. False arrest, detention or imprisonment, or malicious prosecution.
2. Libel, Slander, or Defamation of Character; Violation of an Individual's Right to Privacy.
3. Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy.

4. Assault and Battery.
5. Discrimination.
6. Violation of Civil Rights.
7. Improper service of Process.
8. Wrongful acts as defined in the Liability Policy.

This coverage is subject to a one million dollar (\$1,000,000) limit per incident and a one thousand (\$1,000) deductible per incident.

The deductible will be paid by the City and the provided coverage allows for legal assistance by an attorney of the City's choice.

ARTICLE 33 AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

Section 1: Ratification

The City negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to and receives ratification by the employees within the bargaining unit, and the City Manager receives from the Union written notification thereof.

It is specifically understood and agreed by the parties that, upon mutual consent of the parties, any Article, Clause, Section, Appendix, Attachment or Understanding may be reopened anytime during the term of this Agreement.

Section 2: Effective and Termination Dates

This Agreement shall become effective on July 1, 1995 and shall continue in full force and effect until 11:59 p.m. June 30, 1998, and thereafter, for successive periods of one (1) year, unless either party shall, on or before the sixty (60) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, change or amend, or any combination thereof, the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23RD day of October, 1995.

For the City:

For the Union:

David J. Brown
Mayor

Dorothy H. Wenger
City Clerk

Homer Lawrence

Steve [unclear]

[unclear]

Steve [unclear]

APPENDIX A

WAGES:

Listed below are the classifications which are covered by this Agreement with the corresponding annual salaries and the merit increases for each Step increase agreed to by the parties to this Agreement. Patrol Officer classification is established as a starting position for all patrol officers. Their status will then be adjusted as outlined in Article 23 (Salary Classification) of this Agreement.

	Effective July 2, 1995	Effective June 30, 1996	Effective June 29, 1997
Patrol Officer:			
Start	\$11.20	\$11.48	\$11.82
Six Months	11.70	11.99	12.35
One Year	12.64	12.95	13.34
Two Years	13.93	14.27	14.70
Three Years	15.23	15.61	16.08
Detective I	15.72	16.11	16.59
Detective II	15.56	15.95	16.43

Assignments to various positions within the unit shall be made by the Department. The Department will consider employee requests and an employee's certified need for light duty assignments, etc. In the event two or more employees request a transfer to a Department declared vacancy, the most senior qualified employee will be granted the transfer, provided that the Department may deny the most senior qualified employee's request if the employee had previously requested a permanent assignment or otherwise for cause.

APPENDIX B**EDUCATIONAL BONUS:**

All employees in the bargaining unit on July 1, 1985, who have completed thirty (30) or more hours of academic college credits in Police Science shall receive and be paid an educational bonus as follows:

30 credit hours	250
60 credit hours	500
90 credit hours	750
A.B.	1000

It is understood that the current employees who are receiving an educational bonus payment as of July 1, 1985, shall be grandfathered at the above rates. No other employees will be eligible for Education bonus payments; however, the current employees, who are receiving an educational bonus payment as of July 1, 1985, will receive any increased educational bonus payment for any future course work under the above schedule.