

2210

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CITY OF PERRY,

Public Employer,

MERC File No: L05 F-1005

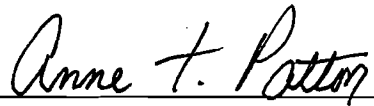
and

POLICE OFFICERS LABOR COUNCIL,

Labor Organization.

STIPULATED AWARD

Chair
Anne T. Patton




Anne T. Patton

Delegate for the City
Thomas H. Derderian, Attorney



Thomas H. Derderian

Delegate for the Union
Thomas R. Zulch, Attorney



Thomas R. Zulch

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AGREEMENT

This Agreement is effective September 19, 2007 by and between the **CITY OF PERRY**, Michigan, hereinafter referred to as the "Employer" or "City," and **POLICE OFFICERS LABOR COUNCIL** hereinafter referred to as the "Union."

PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, and conditions of employment.

ARTICLE I - RECOGNITION

The City hereby recognizes the Union as the exclusive representative of the employees of the City of Perry Police Department. Included in the bargaining unit are those positions classified as full-time and regular part-time police officers of the City of Perry (Police Department), excluding the Chief of Police, supervisory employees, irregular part-time, casual, temporary, or substitute officers, and all other employees.

The Union agrees that no grievance for any reason on behalf of excluded employees shall be filed or recognized under the terms of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

The City of Perry hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Perry Code and any modifications made thereto and any resolutions passed by City elected officials with the expressed accepted limitation of any rights reserved to the Union as specifically stated in this collective bargaining agreement. Further, all rights which are ordinarily vested in and are exercised by employers except such as are

specifically relinquished herein are reserved to and remain vested in to the City, including, but without limiting the generality of the foregoing, the right (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, material 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, supplies equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, except as specifically limited by the terms of this collective bargaining agreement; (d) to determine the number, location and type of facilities and installation; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit Police Department supervisory employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting times; (k) to establish work schedules; (l) to discipline and discharge employees for just cause; (m) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees for just cause; (o) 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. The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leaves of absence or days off in the event of a declared emergency in the City.

The Union recognizes that the City retains those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specified provision of this Agreement.

ARTICLE III - NO STRIKE CLAUSE

The parties to this Agreement mutually recognize that the service as performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union therefore, agrees until termination of this Agreement, that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from their full, faithful, and proper performance of the duties of their employment or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City, as long as this Agreement is in force. Any employee who engages in any activity prohibited by this Section shall be subject to such disciplinary action as the City deems appropriate, up to and including discharge.

ARTICLE IV - UNION RIGHTS

Section 1. Officers. The Union steward shall be determined by the Union and the name of the Union steward will be given to the City and kept up to date. The stewards shall be full-time employees who have completed their probationary period.

Section 2. Bulletin Boards. The City shall furnish the Union bulletin boards with adequate space for posting notices regarding Union business, information, and other matters.

Section 3. Pay for Grievance Work. The Union steward shall suffer no loss of pay or benefits while processing grievances, attending negotiation sessions or grievance hearings which occur during his regular working hours.

Section 4. Bargaining Committee. The Bargaining Committee of the Union shall include not more than two (2) employees of the Perry City Police Department. Such employees shall be full-time, non-probationary employees unless no employees of the bargaining unit meet such qualifications. The Bargaining Committee may also consist of one (1) non-employee Union representative to be appointed by the Union. The Union will furnish the City with a written list of the Union's Bargaining Committee prior to the first (1st) bargaining meeting and substitution changes thereto, if necessary.

Section 5. Lost Time. One (1) City employee member of the Union Bargaining Committee will be paid for the time spent in negotiations with the City, including one-half (½) hour prior to and one-half (½) hour after the bargaining meeting is over, but only for straight time hours that employee would otherwise have worked had that employee worked his regularly scheduled shift provided the Officer is available for duty if called. The employee eligible for compensation under this Section shall be the person designated by the Union at the beginning of bargaining, and the individual so designated may not be changed under this Section unless the designated person leaves the employ of the Department or is physically incapacitated.

ARTICLE V - UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article I shall, upon completion of thirty (30) days of employment or thirty (30) days after the date of this Agreement, whichever is later, either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee which shall be less than one hundred percent (100%) of the Union dues uniformly charged for membership.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union

recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

Section 3. Checkoff.

(a) During the life of this Agreement, the Employer agrees to deduct from the pay of each member of the bargaining unit the Union's dues or service fee subject to all of the following subsections.

(b) The Union shall obtain from each of the members of the bargaining unit a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(c) All checkoff authorization forms shall be filed with the City Clerk who may return any incomplete or incorrectly completed form to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.

(d) The Employer shall checkoff only obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

(e) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

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

(g) Deductions for any calendar month shall be remitted to the Treasurer of the Union.

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

ARTICLE VI - 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 and be signed by the employee and Union steward.

Section 2. Rules of Grievance Processing.

- (a) All grievances, except those involving discipline or discharge, shall be commenced within ten (10) calendar days after the grievance has become known or should reasonably have been known by the employee. The time limits for filing a grievance over discipline or discharge shall be five (5) calendar days.
- (b) The designated Union steward shall conduct Union business on his/her own time except in cases dealing with either discharge or disciplinary action resulting in lost pay. In such event, the Union steward shall notify his/her supervisor of the nature of the Union business and the expected time he/she will be gone from regular departmental duties.
- (c) The Union shall provide grievance forms approved by the City. Written answer to grievances shall be in triplicate, one copy to the steward of the Union, one copy to the employee involved, and the original to be retained by the City. Any answer of the City shall be given to the Union steward.
- (d) Employees shall write, investigate, process and present grievances so that this activity will not conflict with the performance of their required duties.
- (e) No grievance shall be valid for more than fifteen (15) calendar days prior to the date the grievance was first filed in Step One of the grievance procedure.
- (f) A grievance not appealed to the next higher step within the appropriate time limit shall be deemed permanently denied.
- (g) A grievance not answered by the City within the time limit provided may be advanced to the next step.

- (h) The time limits specified in the steps of the grievance procedure may only be extended by mutual agreement in writing.

Section 3. Steps of the Grievance Procedure.

Step One. If an employee has a grievance, he shall discuss the grievance with the Steward or the Alternate Steward of the Department.

The Steward and/or the employee shall discuss the grievance with the immediate supervisor. If the matter is thereby not resolved, it will be submitted in written form by the Steward to the Chief of Police in accordance with Step 2.

Step Two. A grievance must be submitted in writing to the Chief of Police, Command Officer or his designee within the time limits set forth in Article V, Section 2a.

The grievance shall be submitted on forms provided by the Union and approved by the City, dated and signed by the aggrieved employee(s) and the Union steward and shall, with particularity, set forth the facts, dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police, Command Officer or designee shall sign and date a copy which shall be returned to the grievant and Union steward. Class action grievances may be filed by the Union or its steward.

The Chief of Police, Command Officer or designee will provide a written answer to the grievance within ten (10) working days following his/her receipt of the grievance.

Step Three. In the event the written answer of the Chief of Police, Command Officer or designee is unacceptable to the grievant, the grievance may be appealed in writing to this step of the procedure. Any grievance not appealed from Step Two within three (3) working days after such answer in Step Two was given or due shall be deemed permanently denied.

The Union shall file a written notice or request that the grievance be referred to the Mayor of the City of Perry. A meeting shall be held among the Mayor of the City of Perry, the Chief of Police, and the Union's Representatives within fifteen (15) days from such

referral at a time and place mutually agreed upon by the Union and the City. Within five (5) days after the date of this meeting, the Mayor shall give a written response to the grievance to the Union.

Step Four. In the event that the grievance is not satisfactorily settled at Step Three and the Union wishes to carry the matter further, it may, through its representative, within ten (10) working days from the date of the Employer's answer in Step Three, and not thereafter, submit such grievance to arbitration by the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with its assistance and under its rules. The Union shall, simultaneously with its submission of such grievance to arbitration, provide the Employer with a copy of said submission.

If the ten (10) working day time limit, or longer period if mutually agreed upon in writing, is not strictly adhered to by the moving party, then that party shall forfeit the right to continue through arbitration.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement.

The arbitrator elected shall have no power to hear the case if the moving party has not adhered strictly to the above time limits.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay for expenses of witnesses which are called by them.

The decision of the arbitrator shall be final and binding on the Union, the bargaining unit, all bargaining unit employees and the Employer.

ARTICLE VII - SENIORITY

Section 1. Seniority. Seniority shall be defined as the length of continuous service to the City in the Department since the last date of hiring. In the event two (2) or more employees are hired on the same day, the employee with the greatest total from his/her social security number shall be deemed to have the greater seniority.

Section 2. Probationary Employees. All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees".

Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

A probationary employee shall be eligible for life insurance as of his or her hire date. Probationary employees shall be eligible to receive health care insurance ninety (90) days after commencement of his or her employment. Probationary employees shall be eligible for all other benefits after one (1) year of employment. After an employee has successfully completed his/her probationary period of employment he/she shall be a regular full-time employee and his/her seniority shall start as hereinafter provided.

The probationary period will be extended any time an employee is sick or injured and said sickness or injury requires the employees' absence for five (5) consecutive workdays or more. The probationary period will be extended to be equivalent to the time taken by the employee.

Section 3. Loss of Seniority. An employee shall lose his or her status as an employee and his or her seniority if:

- (a) He or she resigns or quits.
- (b) He or she is discharged and not reinstated.
- (c) He or she retires.
- (d) He or she has been on layoff status for a period of time equal to his/her seniority at the time of his/her layoff, or twelve (12) months, whichever is less.

- (e) He or she fails to return to work within fourteen (14) calendar days after recall.
- (f) He or she is absent from work longer than three (3) consecutive work days without properly notifying the City by: (1) registered mail; (2) telephone call confirmed by registered mail; (3) telegram; or (4) in person unless he or she presents satisfactory reasons for failure to notify and for being absent more than three (3) days.
- (g) He or she fails to return on time from an approved leave without reasonable excuse.
- (h) He or she fails to perform service for the Employer for a period of one (1) year.

Section 4. Seniority List. As promptly as is reasonably possible, the City will prepare a seniority list showing the name, job title and length of service of all employees in the bargaining unit entitled to seniority. The City will upon written request, provide the Union with up-dated copies every six (6) months.

ARTICLE VIII - LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or other legitimate reasons.

Section 2. Layoff and Recall Procedure. In the event of a reduction of force or layoff, all part-time employees shall be laid off first; as to full-time employees, those having the shortest service shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greater seniority has the ability to perform the work available. Provided, further, that any employee hired under any federally funded program shall be governed by the law governing such appointments.

Section 3. Notice of Layoff. Employees to be laid off for lack of funds shall be given three (3) weeks prior notice. Employees laid off for other reasons shall be given two (2) weeks prior notice.

ARTICLE IX - PROMOTIONS

Job Openings. In the event of a newly created position or an opening in a vacated position (except any job funded by a special federal program), employees of the Union shall have an opportunity to apply. A notice shall be posted on the bulletin board for ten (10) calendar days during which time the employees within the unit may sign for such positions. As an alternative to allow speedier action, a City representative may bring the opening directly to the attention of each employee within the unit who is working and request he sign within twenty four (24) hours, if interested. Qualified Union members will be given consideration for the openings as well as other qualified applicants.

ARTICLE X - LEAVE OF ABSENCE

Section 1. Leaves Permitted. Upon written application, leaves of absence without pay or accrual of benefits may be granted by the City for a period not to exceed one (1) year for the following reasons:

- (a) Illness leave (physical or mental).
- (b) Prolonged illness in immediate family (spouse or child).
- (c) Educational (as approved by the Police Chief, Command Officer or designee and the City Council).

Seniority shall not accrue but shall continue for a period of up to one (1) year.

Section 2. Maternity Leaves. Maternity leave shall be granted at no loss of seniority, based on medical certificate and shall be treated as any other disability or illness in accordance with state and federal laws.

Section 3. Military Leave. Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates

of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

Section 4. Cancellation of Leave. Any leave of absence granted for sickness or disability may be canceled and revoked if a qualified expert hired by the City issues a written report stating that said employee is able to return to his or her former employment without danger to health. The Union reserves the right to file a grievance challenging the reasonableness of the City's reliance upon its expert's opinion.

Section 5. Union Activities. The City shall allow one (1) employee a maximum of three (3) days per year to attend Union-sanctioned conventions or seminars, without pay.

Section 6. Jury Duty Leave. The City agrees to pay any full-time employee who serves as a juror in a judicial court for each day of jury service for which the employee otherwise would have worked, the difference between his earnings as a juror and his straight time hourly earnings. In order to be eligible for payment, the employee must notify their supervisor within twenty four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time serviced and the amount of pay received.

ARTICLE XI - WORKING HOURS AND OVERTIME COMPENSATION

Section 1. Hours of Work. The Chief of Police, Command Officer or designee shall designate the shifts and hours for each shift in order to accommodate the needs of the department. The shifts and hours of employment shall be posted regularly at least one month in advance.

Section 2. Trading Workdays. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days with the consent of the Chief of Police, Command Officer or his designee provided no overtime is involved and the exchanged days are in the same work week.

Section 3. Changing Shifts. Members of the Police Department, with the consent of the Chief of Police, Command Officer or his designee, may be permitted to change shifts.

Section 4. Workday. The normal workday for regular full-time employees shall be eight (8) hours, including a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks during which periods the officers are subject to call. The employees will be allowed to take the lunch period within a one mile radius of the Perry City Hall. This section shall not be construed as and is not a guarantee of any number of hours of work per day

Section 5. Workweek. The normal workweek shall consist of forty (40) hours of five (5) eight (8) hour days. This section shall not be construed as and is not a guarantee of any number of hours of work per week.

Section 6. Overtime. Overtime shall consist of time worked by an employee in excess of eight (8) hours per day and forty (40) hours per week. An employee required to work overtime shall first receive authorization from the Chief of Police or his designee. An employee shall be compensated for overtime worked at the rate of time and one-half his/her regular rate of pay. An employee shall not be allowed to take compensatory time off in lieu of overtime payments. Any hour of work paid for under the provisions of this section shall not be considered for pay under any other section of this Agreement.

Section 7. Court Time. When an employee is required to appear in court on matters arising out of his employment at times other than during his regular shift, he shall be compensated for the time of his appearance at the rate of time and one-half the regularly hourly wage, with a minimum of two (2) hours payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. No employee paid by the Employer pursuant to this section shall be entitled to retain any fees due him by virtue of his appearance and hereby assigns all such sums to the City.

ARTICLE XII - DISCHARGE AND DISCIPLINE

Section 1. Power of Discharge and Discipline. The Chief of Police, Command Officer, or other designee may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed.

At the time he takes disciplinary action against an employee, the representative of the City shall give the employee a written and signed statement stating the specific charges of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty became effective.

Section 2. Union Representatives. An employee who is disciplined by time off or discharge may, at the time such action is taken and before leaving the City's premises, have the right to confer with his or her representative, or in his absence, another Union representative, at such place on the City's premises (but away from the working public areas) as the City's representative may designate.

No later than the end of the fifth (5th) calendar day following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this five (5) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Section 3. Suspension Pending Investigation. If any member is relieved of duty pending investigation, he shall continue on the payroll until returned to duty, suspended or given disciplinary action.

Section 4. Verbal Reprimand. The procedures outlined above shall be applicable in all disciplinary proceedings, except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 5. Past Infraction. In imposing any discipline on a current charge, the City will not base its decision upon any prior infractions of City or departmental rules or regulations which occurred more than thirty-six (36) months previously unless directly related to the current charge.

ARTICLE XIII - MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his/her correct mailing address and of his/her telephone number.

Section 2. Resignation. Any employee covered hereby who desires to resign must present his or her resignation in writing to the City. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective.

Section 3. Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered herein and it 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 waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered 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. Savings Clause. This Agreement and the various parts, sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause is adjudged void, unconstitutional, or invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared unconstitutional or invalid, and the parties shall meet to negotiate replacement language of the affected articles and/or sentences.

Section 6. Work Rules. The Union agrees that the presently established rules, regulations, policies and procedures as outlined in the executive orders and policies, Department Rules and Regulations shall remain in effect and the employees agree to abide by such rules, regulations, policies and procedures and any amendments thereto.

Section 7. Uniforms and Equipment. The City shall provide such uniforms and equipment as the City shall determine are necessary subject to the reasonable rules for the use, preservation and care of such uniforms and equipment. The City shall continue to provide cleaning of provided uniforms. Each full time member of the bargaining unit will additionally annually receive an equipment and gun allowance of \$300.00. This payment shall be made in four (4) quarterly payments of \$75.00.

Section 8. Part-Time Employees.

(a) Part-time employees shall not be used when full-time employees are on layoff from the same type of position, provided the laid off full-time employees are available to work the hours typically worked by the part-time employees.

(b) Part-time employees shall not work on any holiday in lieu of a regularly scheduled full-time employee unless the full-time employee is excused from working the holiday at his request or he fails to report for work.

ARTICLE XIV - SAFETY AND EDUCATION

Section 1. Health and Safety Measures. The City and the Union will cooperate in the continuing objective to eliminate accidents and safety hazards.

Section 2. Ammunition and Weapons. The City shall provide ammunition to all employees for practice and qualifying shoots scheduled by the City. Shotguns and carrying cases shall be provided for patrol cars. The City will maintain and replace sidearms owned by it. Employee-owned sidearms will be repaired or replaced by the City for duty-related loss or damage not caused by the employee's negligence.

Section 3. Qualification of Guns. Quarterly qualifications may be required for service pistols. All other weapons shall be fired at least semi-annually. All qualifications shall be at an approved course or approved pistol range.

Section 4. Training and Education Seminars. The City may from time to time authorize employees to attend training and educational seminars. Full-time employees will be afforded a first opportunity to attend authorized seminars before the opportunity is given to part-time personnel. Full-time personnel who are authorized to attend a training or educational seminar during a leave day will be compensated at the employee's straight time hourly rate for the classroom time only. Full-time personnel who are authorized to attend a training or educational seminar during a scheduled duty day will receive eight (8) hours of straight time pay or the combination of straight time pay for time in attendance at the seminar plus straight time pay for actual hours worked, whichever is greater, provided:

- (a) The employee receives advance instruction from the Chief as to the employee's expected hours of attendance at the seminar and hours of work, if any, and
- (b) The employee promptly, and without delay, reports for duty following the training or educational seminar, if the employee is scheduled by the Chief to report for work following the seminar.

Section 5. Tuition Reimbursement. All full-time members of the Department will be eligible for up to \$500.00 of matching tuition reimbursement annually. In order to be eligible for such tuition reimbursement, the employee must receive prior approval from the Chief of Police that the course as taken by the employee is, in the Chief's opinion, relevant to the field of law enforcement. In addition, in order to be eligible for tuition reimbursement, the employee must satisfactorily complete the course with at least a 2.5 grade point average. Provided the above conditions are met, the City will match, dollar for dollar, tuition costs as paid by employees for approved courses, up to a maximum of \$500.00 annually.

ARTICLE XV - HOLIDAYS

All full-time employee with more than six (6) months seniority with the Employer will be paid at their straight-time hourly rate for the following holidays: New Year's Day, Memorial Day, Fourth of July, Good Friday, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

In the event an employee works a majority of his or her scheduled hours on any such holiday, he/she shall be paid for hours worked at one and one-half times his/her normal hourly rate in addition to being paid for said holidays. On a half day holiday one-half of the hours worked, not to exceed four (4) hours, shall be paid at the rate of one and one-half times the normal hourly rate of the employee plus holiday pay. Employees must work the scheduled day prior to and the scheduled day following the holiday or be on an approved off-duty in order to qualify for holiday pay.

Effective January 1, 2002, each full time employee covered by this Agreement will receive one "floating holiday" annually. This "floating holiday" will consist of eight (8) hours straight-time pay, which will be scheduled and taken with the advance approval of the Chief of Police. The "floating holiday" (or increments thereof) shall not be carried over from one calendar year to the next, and if not taken by the employee shall be lost.

ARTICLE XVI - OTHER LEAVE

Section 1. Bereavement Leave. Up to three (3) days leave will be provided when a death occurs in the immediate family of a full-time employee, subject to the Mayor's approval. An employee who is absent from work to attend the funeral shall be paid his current hourly rate for the time lost from his regularly scheduled work shift by reason of such funeral provided the employee attends the funeral. The immediate family consists of spouse, parents, children, grandparents, grandchildren, brother, sister, mother-in-law, and father-in-law.

Section 2. Personal Leave Days. Each full-time non-probationary employee shall receive two (2) personal leave days per year. Personal leave days must be taken in the

year accrued and shall not accumulate. Personal leave days not taken shall be forfeited. An employee shall obtain prior approval from the Chief of Police or his designee before taking a personal leave day.

Section 3. Sick Leave. All full-time employees shall be entitled to twelve (12) days sick leave per year. Sick leave shall be used for the personal illness of the employee or illness in the employee's immediate family. "Immediate family" is limited to the employee's spouse, children, and parents. Sick leave shall not accumulate beyond the maximum of one hundred and twenty (120) workdays. The City reserves the right to request proof of illness. Sick leave shall accumulate at the rate of one (1) day per month.

Sick leave benefits may not be taken in units of less than one-half ($\frac{1}{2}$) day.

An employee who is ill or injured and who expects to be off work must notify the police department as promptly as practicable under the circumstances, but in any event, no later than one (1) hour prior to the beginning of a shift on the date of absence from work. Failure to notify may result in denial of a claim for paid time off credit.

An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if he/she leaves before the completion of the first half of his/her scheduled shift and one-half ($\frac{1}{2}$) day if he/she leaves after the completion of the first half of his/her scheduled shift.

No sick leave with pay will be granted to a probationary employee during the first six (6) months of continuous employment. After completion of six (6) full months of employment, each full-time employee shall be credited with six (6) days of sick leave and thereafter shall accumulate sick leave at the rate of one (1) day per month as previously set forth herein.

Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

Section 4. Mental and Physical Examination. Physical and mental examinations may be required of all employees of the Employer, such examination shall be made by an

expert chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer prior to the return from absence due to illness or injury. Examinations shall be at the expense of the Employer.

If an employee is on any prescription drugs, the employee will be required to present a medical certificate from the prescribing physician showing the nature of the drug(s) and certifying that its consumption will not impair the employee's ability to perform the duties of his/her position.

ARTICLE XVII - VACATIONS

Section 1. Vacation Schedule. Summer vacation schedule shall be completed and posted by the first day of March each year. Winter vacation schedules shall be completed and posted by the first day of July each year. The selection for vacation will be governed as follows:

- (a) The Chief of Police or his representative, shall post an order prior to February 1, stating when officers shall be called in for summer vacation selections and June 1, for winter vacation selections.
- (b) If choices are not ready when contacted, that officer's choice will be forfeited.
- (c) Seniority will be the principal factor in determining vacation leave.
- (d) After vacations are listed, they may not be changed without the consent of the Chief of Police or his designee.

Section 2. Computation of Benefits. The maximum amount of vacation earned per year for each regular full-time employee shall be as follows:

Years of Continuous Service Completed			<u>Vacation Allowance</u>
After	One (1)	year	Five (5) days
After	Two (2)	years	Ten (10) days
After	Five (5)	years	Fifteen (15) days
After	Fifteen (15)	years	Twenty (20) days
After	Twenty-Five (25)	years	Twenty-Five (25) days

Employees may select their vacation in blocks no greater than ten (10) workdays. Individual vacation days may be taken with the prior approval of the Chief of Police or his designee.

Section 3. Use of Vacation Leave for Sickness or Injury. Absence on account of sickness, injury, or disability in excess of that provided for in this Agreement for such purposes, may, at the request of the employee and with the consent of the City, be charged against the employee's accrued vacation leave allowance.

Section 4. Pay Advance. If a regular payday falls during an employee's vacation and he is to be on vacation for one (1) week or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request of the City Treasurer for his check one (1) week before leaving, if he desires to receive it in advance.

Section 5. Accumulation of Vacation. Upon termination of employment, an employee who has at least one (1) year of full-time service shall be paid for accumulated vacation days only when he has given two (2) weeks notice in writing of his intention to leave the employ of the City. Vacation time not taken within twelve (12) months after it is earned shall be forfeited, however, an employee may carry over five (5) accumulated vacation days from the year in which earned to the next year. An employee may not accumulate carry over vacation leave and unless in the year immediately following the year in which earned, said five (5) days accumulated vacation leave shall be forfeited as previously provided herein.

ARTICLE XVIII - INSURANCE

Section 1. Hospital and Medical Insurance. All regular, full-time employees of the Bargaining Unit will be provided hospital and medical insurance by the City. The plan will be Community Blue PPO Plan 10 as presently enjoyed by other City employees. Probationary full-time employees will be provided hospital and medical insurance after ninety (90) days of employment. These coverages are available for the employees and their dependents. The City will pay the full family coverage premium for the employee,

spouse and children. The City reserves the right to substitute another carrier for this coverage provided that the benefits are equivalent. In addition, effective 9/17/07, all full-time members of the bargaining unit who receive hospital and medical insurance through the City, are eligible to participate in the City's reimbursement program as administered by the City Clerk. The reimbursement is for the difference in out-of-pocket costs as incurred by the employee from the levels of insurance coverage that City employees received effective prior to July 1, 2006 as compared to the levels of insurance coverage as presently received by employees. There is a maximum of Five Hundred Dollars (\$500) annually per employee reimbursement. All reimbursement requests will be administered by the City Clerk consistent with policies as established by the City for all City employees.

An employee who has hospitalization coverage on a spouse's policy may choose to remain so covered or may choose to avail himself or herself of coverage provided by the City. In no event may the employee have coverage under more than one (1) policy. The employee must notify the City in writing if he/she wishes to remain on a spouse's policy.

Any employee who elects not to receive hospital and medical insurance through the City of Perry, and whose spouse is not covered through the City of Perry, will receive a payment of \$1,100.00 which will be paid during the first full payroll period at the beginning of the calendar year. An employee electing to receive such payment must provide satisfactory proof to the City of Perry that he/she has adequate alternative healthcare coverage as provided from another source, not paid for by the City of Perry. Any employee who has received healthcare coverage through the City of Perry for a portion of the year will have such \$1,100.00 payment pro-rated to reflect payment for the portion of the year he/she did not receive coverage as paid for by the City of Perry.

Section 2. Life Insurance. The City shall pay the total cost of a group life and accidental death and dismemberment insurance policy for each full-time employee of not less than fifteen thousand dollars (\$15,000.00) during the period in which the employee is actually employed with the City.

Section 3. False Arrest Insurance. The City will continue to provide false arrest insurance in accordance with its policy number 05579 with the Atlanta International Insurance Company. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent.

Section 4. Workers' Compensation. The City, in accordance with state law, provides Workers' Compensation if an employee is injured in the course of employment. If any on-the-job injury occurs, it must immediately be reported to the City for appropriate action.

Section 5. Pension Plan. All full-time employees in the bargaining unit will be eligible for inclusion in the City of Perry Employees' Pension Plan. Effective as soon as possible following the effective date of this Agreement, all full-time employees of the bargaining unit will be eligible for inclusion in the City of Perry Employees Pension Plan. A copy of such pension plan document is attached hereto as Exhibit A.

ARTICLE XIX - WAGES

Section 1. Classification and Rates. The following shall constitute a schedule of classification and rates for all employees subject to the terms of this Agreement.

Wages^{1 2}		
Classification	Years of Service	Effective First Full Payroll Period following 9/19/2007
Patrolman	Start	\$15.30
	6 Months	\$15.84
	1 Year	\$16.39
	18 Months	\$16.94
	2 Years	\$17.48
Part-Time Patrolman		\$15.30

1 Effective July 1, 2008, all employees of the bargaining unit will receive the same percentage wage increase as given by City Council to other City non-bargaining unit employees.

2 Employees Michael Monroe, Shawn Hanycz, and Sean Gifford will each be paid a one-time lump sum amount of Five Hundred Dollars (\$500). Such payment is to be made the first full payroll period following 9/19/07.

Section 2. Transportation Allowance. The City shall furnish transportation whenever required for official business. In the event private cars are driven on official business, mileage is allowed at the rate as per City policy as determined by City Council.

ARTICLE XX - AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

This Agreement shall become effective as of September 19, 2007 and shall continue in full force and effect until June 30, 2009, and for successive annual periods thereafter, unless, not more than ninety (90) days, but at least sixty (60) days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification; and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

LETTER OF UNDERSTANDING

NOW COME the parties to this Letter of Understanding, the City of Perry (hereinafter referred to as "Employer") and the Police Officers Labor Council (hereinafter referred to as "Union"), who hereby agree and state as follows:

1. The parties have entered into an Act 312 Stipulated Award which is in effect until 6/30/2009.
2. All parties recognize the importance of having a good work schedule that meets the needs of the Department as well as benefitting the officer's schedule. In order to implement the 12-hour shift, the following items are agreed.
3. Chief of Police reserves the right to designate shifts and hours and officers realize and accept that all shift changes are discretionary and will be reviewed periodically by the Employer to determine their effectiveness and if they meet the needs of the Department. The Employer may cancel this Letter of Understanding at any time upon giving seven (7) days notice, in writing, to the Union. In the event such notice is given, this Agreement shall be considered null and void.
4. The shift change will be at the direction of the Chief of Police and effect only full-time officers so designated by the Chief of Police. Part-time officers will be assigned at will by the Chief of Police.
5. The normal work week will remain at 40 hours. Overtime shall consist of all times worked in excess of 40 hours per week, or hours worked past any scheduled 12-hour shift.
6. Article XI, Sections 4, 5 and 6 of the parties' Collective Bargaining Agreement shall be modified to the extent as necessary to be consistent with this Letter of Understanding. Employees assigned to a 12-hour shift will continue to receive a 30-minute lunch break, and they will receive three 15-minute coffee breaks during a 12-hour shift. Employees will continue to be allowed to take lunch periods within a one-mile radius of the Perry City Hall. Nothing in this Letter of Understanding should be construed to be a guarantee of any number of hours worked per day or per week.
7. For officers designated to be working on a 12-hour shift, all benefits as referenced in the Collective Bargaining Agreement shall be calculated at the ratio of eight (8) hours equals one (1) day. (For example, Article XVI, Section 2, will be applied so that officers on a 12-hour shift receive sixteen (16) personal leave hours per year. Article XVI, Section 3, will be applied to

officers on a 12-hour shift so that they are entitled to ninety-six (96) hours of sick leave per year. Sick leave will accumulate to a maximum of 960 hours, and an officer who takes a day of sick leave will be charged for twelve (12) hours of sick time. Vacation allowance as defined under Article XVII shall be calculated at the rate of one (1) day equals eight (8) hours of holiday pay for all holidays as designated pursuant to Article XV.)

8. This Letter of Understanding will modify the parties' Collective Bargaining Agreement to the extent as stated herein. All aspects of the parties' Collective Bargaining Agreement as not referenced in this Letter of Understanding will not be affected.
9. The parties may call a special conference at any time to discuss any issues relating to the implementation and administration of this Letter of Understanding.