

COLLECTIVE BARGAINING AGREEMENT

- Between -

The City of Essexville

- And -

The Essexville Public Safety Officers Association
(Police Officers Association of Michigan)

Covering Public Safety Officers

Effective July 1, 2008 through June 30, 2011

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AGREEMENT

This agreement is made this 17th day of November, 2008 by and between the City of Essexville, a Michigan Municipal Corporation hereinafter referred to as the "Employer" and the Police Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE AND INTENT

Section 1.1.

The general purpose of this agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations. It is understood that the mutual interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide the municipal services desired by the Community. To this end the Employer and the Union agree to abide by the terms of this agreement.

Section 1.2.

For employment matters not addressed in this agreement employees covered by this agreement shall be covered by the Employer's written personnel policies as amended from time to time.

ARTICLE 2 RECOGNITION

Section 2.1.

The Employer does hereby recognize the Union as the sole and exclusive representative of all Public Safety Officers and Sergeants of the Public Safety Department of the City of Essexville, excluding the Director of Public Safety, Assistant Director of Public Safety, Captains, Lieutenants, dispatchers, clerks and all others for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment otherwise subject to negotiations during the term of this agreement.

Section 2.2.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE 3
MANAGEMENT'S RIGHTS**

Section 3.1.

The Employer, on behalf of the electors of the City of Essexville, hereby retains and reserves unto itself, 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 by the generality of the foregoing.

Section 3.2.

The Union acknowledges that, except as specifically limited or abrogated by the express terms of this agreement, all rights to manage, direct and supervise all facets of the operations of the City of Essexville and its employees are vested solely and exclusively in the Employer.

**ARTICLE 4
MANAGEMENT SECURITY**

Section 4.1.

The Union agrees that during the life of this agreement, neither the Union, nor its agents, nor its members will authorize, instigate aid, condone, or engage in a work stoppage, slowdown, strike, or any other concerted activity, which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 4.2.

Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, strike or any other concerted activity, which interferes with the operations of the Employer, may be disciplined up to and including termination of employment.

Section 4.3.

The Union also agrees that, except as specifically provided for in the express terms of the agreement, employees covered by this agreement shall not be permitted to engage in Union activity during working hours.

**ARTICLE 5
UNION SECURITY**

Section 5.1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Membership in the Union is separate, apart, and distinct from the assumption by one of his or her equal obligation to the extent that he or she receives equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

Section 5.2.

To the extent permitted by law, employees covered by this agreement shall pay to the Union those fees that are determined by the Union to be that employee's proportionate share of the cost of negotiating and administering this collective bargaining agreement. This fee shall be determined in accordance with the standard procedures established by the Union for this purpose.

If during the term of this agreement it shall be determined by a court of competent jurisdiction that the percentage developed by the Union is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the agreement, the Union shall accordingly adjust the amount of the fee charged so that such fee shall be lawful and proportionate.

Section 5.3.

To the extent permitted by law, employees covered by this agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement, shall be required to pay an amount equal to the monthly Union dues to the Local Union for the service and administration of this contract for the duration of this agreement. For the new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 5.4.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of the Employer's compliance with this Article.

Section 5.5.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the terms of this agreement.

ARTICLE 6 UNION DUES, INITIATION FEES OR SERVICE CHARGE

Section 6.1.

If an employee desires his or her union dues or agency fees to be deducted from his or her pay, the employee shall sign and deliver to the Employer an authorization form provided by the Union which authorizes the deduction of such dues or agency fees.

Such authorization shall continue in full force and effective unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization the Employer shall deduct such fees from the employee's pay one time each month as set forth below.

With the last paycheck of each month, and only to the extent that the employee's pay is sufficient to cover such deduction, the Employer shall deduct the authorized amount from each employee's paycheck and transmit to the Union such amounts deducted within fifteen (15) days following such deductions from the employee's pay together with a list of each employee's name from whom the deduction was made.

The Union shall provide at least thirty (30) days notice to the Employer of any changes in the amount of union dues or agency fees to be deducted.

Section 6.2.

The Union shall notify an employee who has not paid his/her agency fees by certified mail with a copy to the Employer. If said employee does not pay the agency fees within thirty (30) days after said notice is received, the Union shall notify the Employer of said omission.

Section 6.3.

The Union, by the execution of this agreement, expressly agrees to defend, indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of this Article, including, but not limited to a claim by an employee that the agency fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1.

Definition of a Grievance - A Grievance is defined as a disagreement arising under and during the term of this agreement, concerning the interpretation and application of the express terms of the agreement.

Section 7.2.

An employee who believes he has a grievance must submit his complaint orally to the Director of Public Safety or his or her designate within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the occurrence of the event upon which his complaint is based. The Director of Public Safety shall give the employee a verbal answer within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

Section 7.3.

Working days for the purposes of this Article shall be Monday through Friday, excluding (Saturday, Sunday and Holidays.)

Section 7.4.

STEP ONE: To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, stating the facts upon which it is based, when they occurred and specifying the Section of the contract which allegedly has been violated. The grievance must be signed by the employee who is filing the grievance and must be presented to the Director of Public Safety within five (5) working days after the occurrence of the event upon which it is based. The Director of Public Safety shall give a written answer to the aggrieved employee within (5) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with the two (2) copies of the grievance thus settled, retained by the employee and one (1) copy retained by the Director of Public Safety.

STEP TWO: If the grievance is to be appealed to the Second Step, the Steward shall notify the City Manager, in writing, within three (3) working days after receipt of the written First Step answer of a desire to appeal the grievance. If such written request is made, the City Manager and/or his designated representative shall meet with a representative designated by the Union within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory, the Union representative and the grievant shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled, retained by the Union and one (1) copy by the City Manager.

STEP THREE: In the event the grievance is not settled in Step Two, the Union or Employer only shall submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules then in effect provided such submission is made within fifteen (15) working days after receipt of answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this agreement but shall be limited solely to the interpretation and application of the express provisions of the agreement.

Section 7.5.

However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, set aside or modify any disciplinary action taken by the Employer. The decision of the arbitrator shall be final and binding upon the parties hereto.

The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator shall be requested by the Employer and the Union. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs.

Section 7.6.

The arbitrator shall make no award, which provides the employee compensation greater than would have resulted if there had been no violation.

Section 7.7.

Time limits at any step of the grievance procedure may be extended only by mutually written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

**ARTICLE 8
DISCHARGE AND DISCIPLINE**

Section 8.1.

The Employer agrees that, except for probationary employees and in circumstances as set forth below, the concept of progressive discipline is hereby adopted to govern disciplinary action. It is also understood and agreed that the Employer reserves the right to suspend or discharge an employee for a serious infraction without instituting progressive discipline, provided however; non-probationary employees shall retain recourse to the grievance procedure.

Section 8.2.

Any non-probationary employee who is suspended or discharged and, who believes such discipline is without just cause, may file a written grievance related to such discipline provided such grievance is filed within three (3) working days of issuance of such discipline.

1. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.
2. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
3. No member shall be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.

4. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward or alternate Steward of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward or alternate Steward.

Section 8.3.

If the Employer believes that an employee has violated a department rules or rules, the Employer shall promptly notify the employee of such violation.

**ARTICLE 9
LOST PAY**

Section 9.1.

If an employee is entitled to recover lost pay as a result of a disciplinary suspension or a termination being set aside or modified through the grievance procedure, such lost pay shall be calculated based on the employee's regular wage rate at the time of such termination or the start of such suspension less any compensation the employee may have earned from other employment during such period.

**ARTICLE 10
SENIORITY**

Section 10.1. Departmental Seniority.

Seniority shall be defined as an employee's length of continuous full time employment with the Public Safety Department of the Employer since his last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which date he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds, except as herein provided.

Section 10.2. City Wide Seniority.

City Wide Seniority shall be defined as an employee's length of continuous full-time employment with the City of Essexville and shall be used for purpose of pension, vacation accumulation, sick leave accumulation and longevity.

Section 10.3. Classification Seniority.

Classification seniority is defined as the period of time an employee works in a particular classification.

Section 10.4. Probationary Employees.

All new employees shall be probationary until they complete twelve (12) consecutive months of employment with the Employer. The Employer may, in its sole discretion, extend an employee's probationary period by up to an additional six (6) consecutive months provided the Employer gives notice of such extension to the Union and prior to the completion of the employee's initial twelve (12) month probationary period.

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes, which qualify him for regular employee status. During the employee's probationary period the employee shall have no seniority status and the employee may be disciplined, up to and including discharged, in the sole discretion of the Employer without recourse to the grievance procedure.

The Employer shall give written notice to the Union if it terminates the employment of a probationary employee. At the conclusion of the employee's probationary period the employee's name shall be added to the seniority list as of his last hiring date.

Section 10.5. Seniority List.

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each twelve (12) months. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date. Employee names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 10.6. Status.

Employees hired on the same date shall be advised at the time of hiring as to seniority status.

Section 10.7. Termination.

An employee's seniority shall be terminated for the following reasons:

1. If he quits, retires, or is justifiably discharged.
2. If following a layoff for lack of work or funds, he fails or refuses to notify the Director of Public Safety of his intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer, or having notified the Director of Public Safety of his intention to return, fails to do so within fourteen (14) working days after such notice is sent.
3. If he is absent for three (3) calendar days without notifying the Director of Public Safety, when possible, prior to or within such three (3) day period of a justifiable reason for each absence.
4. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

Section 10.8.

Any employee who accepts a position with the Employer, which is outside of the bargaining unit, shall have his or her classification and departmental, if outside Department of Public Safety, seniority frozen at the effective date of such transfer and, shall not earn any additional classification and/or departmental seniority while working outside of the bargaining unit. If an employee who transfers from the bargaining unit, as set forth above, returns to the bargaining unit, he or she shall reassume all classification and/or departmental seniority earned by the employee at the time the employee accepted a position outside the bargaining unit. Such employee shall be credited with all service time with the Employer for purposes of City-wide seniority.

Section 10.9.

Upon written agreement by the Employer, except as a result of a layoff, any employee who has transferred to a position outside the bargaining unit may return to the bargaining unit provided that no bargaining unit employee will be laid off as a result of the employee returning to the bargaining unit.

Section 10.10.

If an employee who has transferred to a position outside of the bargaining unit is laid off from his or her position outside the bargaining unit, such employee may return to the bargaining unit and replace - through the layoff of - the least senior bargaining unit employee provided the returning employee has more seniority than the employee he or she is replacing.

**ARTICLE 11
LAYOFF**

Section 11.1.

If it is necessary the Employer to layoff employees in the Department of Public Safety, probationary employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification in the unit, employees shall be removed on the basis of their classification seniority in inverse order of their seniority, provided always, that the remaining employee have the skill to perform available work in such classification.

The Employer shall give written notice to the employees and the Steward of any proposed layoff. Such notice shall be submitted at least fourteen (14) calendar days before the effective date the layoff is to begin.

Provided however, if an employee is laid off he or she may exercise the right to bump the lowest seniority employee in any bargaining unit classification that is equal to or lower than the classification the employee holds at the time of his or her layoff. An equal or lower classification shall be one that has a top rate of base pay equal to or lower than the classification affected by the layoff.

Section 11.2.

Employees shall be recalled in accordance with their classification seniority. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

**ARTICLE 12
VACANCY AND/OR NEW POSITION**

Section 12.1.

Vacancies or newly created positions within the bargaining unit, covered by the terms of this agreement, shall be posted in a conspicuous place in the Public Safety Department at least ten (10) days prior to filling such vacancy or newly created position. Such posting shall include the required qualifications for the position. Employees, who wish to be considered for such positions, shall apply, in writing, for the posted position within seven (7) calendar days following such posting. Employees not present during the posting period shall be notified of the position. Only applicants that are, in the sole opinion of the Employer, qualified to fill vacancies or new positions shall be given consideration by the Employer when filling vacancies or new positions.

Section 12.2.

Temporary assignments to a higher classification for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. A qualified employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is temporarily assigned work in a lower classification, he shall not suffer a reduction in pay.

Temporary assignments to a higher classification will be not be for a period of longer than ninety (90) days, unless mutually agreed by the Union and the Employer.

**ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY**

Section 13.1.

Leave of Absence – The Employer may, in its sole discretion, grant an unpaid leave of absence without loss of seniority to an employee requesting such leave. The maximum leave of absence shall be for ninety (90) calendar days and strictly limited to the purpose for the leave approved by the Employer. All requests and approvals for such leaves of absence must be in writing. The employee shall be responsible to pay the cost to continue health, life and disability insurances and pension benefits during the time the employee is on such unpaid leave.

Section 13.2.

Union Leave - The Employer agrees to grant up to three (3) working days per calendar year, without discrimination or loss of seniority rights and with pay, to one employee designated by the Union to attend a labor convention, educational conference or another official Union function, provided thirty (30) days written notice is given to the Employer by the Union, specifying length of time off being requested and provided granting such leave does not result in the payment of overtime. If, at the time such leave is requested and approved, the granting and scheduling of such leave would result in the payment of overtime to cover the affected shift while the employee is on union leave, such leave shall be without pay unless the employee taking such leave elects to use his or her accumulated compensatory time, vacation or personal leave.

Section 13.3.

Active and Reserve Military Leave - Leave of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligation or required tours of active duty. Applications for leave of absence for such purpose must be made as soon as possible after the Employee's receipt of his orders. Nothing contained herein shall prohibit the employee from using accrued paid vacation leave for annual field training obligations.

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay and without loss of seniority for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and other applicable laws then effective.

ARTICLE 14 LEAVE OF ABSENCE WITH PAY

Section 14.1. Short-Term Disability Leave.

1. On January 1 of each year, each non-probationary employee shall be credited with eighty (80) hours of paid sick leave that the employee may use for the employee's non-work related illness or injury.
2. In the first pay period in January of each year, each non-probationary employee shall be paid for one-half (½) of all the unused sick leave that the employee was credited with on January 1 of the previous calendar year.

Provided however, if an employee does not use any of the eighty (80) hours of paid sick leave which were credited to the employee on January 1 of the previous calendar year, the employee shall be paid a total of forty-eight (48) hours for the employee's unused sick leave.

3. Sick leave may not be accumulated or carried over from year to year.

4. The Employer shall provide each employee with short-term disability insurance coverage that will provide benefits to the employee for time lost from work due to a non-work related illness or injury.

Such benefit shall be in the amount of two-thirds of the employee's non-overtime normal gross pay to a maximum benefit of \$650 per week for the time lost from work and for a period of up to twenty-six (26) weeks per individual occurrence beginning with the 8th calendar day of the non-work related illness or injury.

5. The Employer agrees to make the employee's contribution to the Municipal Employees Retirement System based on the benefit the employee receives while on "Short-Term Disability" so that the employee does not lose service credit.
6. The Employer may require employees who are off for an extended (more than 3 workdays) absence due to illness or if a reason exists to believe an employee may be abusing sick leave to provide medical documentation that the employee was ill and sought medical attention during that absence.
7. For purposes of continuing health insurance benefits an employee who is off work and drawing short-term disability benefits shall be considered working.

Section 14.2. Funeral Leave.

Qualified employees who, upon request, furnish proof satisfactory to the Employer that a death has occurred within their immediate family shall be subject to the following limitations:

1. Paid funeral leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, great-grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Sister-in-law and brother-in-law are hereby defined as the current spouse of the employee's brother or sister. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this sub-section.
2. Paid emergency leave for grandparents-in-law shall be limited to the day of the funeral. Paid funeral leaves, under this sub-section shall be for a period of not more than three (3) consecutive calendar days with choice of days being at the option of the employee, and to be used within seven (7) days commencing with the date of death. Pay shall be for time lost from scheduled work by the employee during said period of time.
3. Employees shall be allowed to be off from work the time necessary, up to maximum of one (1) work day with pay, to attend the funeral of a relative. Relative defined as the employee's uncle, aunt, grandson, granddaughter, daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece, or nephew.
4. Under all paragraphs, which are part of this section, all relatives, however designated, shall be defined as actual blood relatives of the employee or his or her spouse only and not those merely related by marriage to a blood relative of the employee or his or her spouse.

Nothing herein contained shall be construed to prohibit the employee from requesting additional time off for funeral arrangements with the additional time to be deducted from eligible vacation or personal leave days.

Section 14.3. Personal Leave.

Regular full-time employees who have completed their probationary period shall be allowed three (3) personal business leave days per calendar year with pay, provided he or she requests same at least three (3) regularly scheduled shift days in advance of the requested time off. Personal leave days may not be carried forward to the next calendar year.

Section 14.4. Annual Leave.

All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

Employees who have completed one (1) full year of service shall receive five (5) working days.

Employees who have completed three (3) full years of service shall receive ten (10) working days.

Employees who have completed ten (10) full years of service shall receive fifteen (15) working days.

Employees who have completed fifteen (15) full years of service shall receive twenty (20) working days.

Employees who have completed twenty (20) full years of service shall receive twenty-five (25) working days.

Section 14.5. Additional Provisions.

1. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.
2. In case of retirement, resignation or death of an employee, he or his estate will be paid for all vacation days, which have accumulated, to his credit.
3. A maximum of six (6) vacation days may be carried over through February of the following year.
4. If an employee becomes ill and under the care of a duly licensed physician prior to or during his vacation, his vacation will be rescheduled.
5. Employees absent for more than one (1) month for other than on the job disability will earn a vacation for the first month only and his vacation will be figured on a pro-rata basis upon his return to work. In the event of an on the job injury, employees will accrue vacation not to exceed one (1) year.

6. Vacation pay will be given prior to vacation start providing request is made one (1) week in advance for said pay.
7. Vacations may begin any day of the week and shall be in addition to regular days off. It is understood that the excessive use of weekend days in scheduling vacation could effect the efficient operation of the Public Safety Department.
8. The Employer shall allow one man from each shift on vacation at one time if scheduling allows in keeping with the efficient operation of the Public Safety Department. Employees not submitting vacation requests prior to October 1st may be assigned vacation time off by the Employer.

Section 14.6. Schedules.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after January 1st each employee shall indicate on a yearly calendar his vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available based on submission date. If two (2) or more employees turn in requests on the same date, seniority shall prevail.

1. All requests for vacation must be submitted fifteen (15) days in advance of the desired vacation date. Provided however, the Director of Public Safety may, in his sole discretion, waive such notice requirement.
2. Vacation in excess of eighty (80) consecutive scheduled work hours shall not be granted unless no other employee makes a request for the time immediately following said eighty (80) hour period, in which case time in excess of eighty (80) hours may be approved in the sole discretion of the Public Safety Director.
3. Vacation time shall not be taken in less than eight (8) hour blocks.
4. Vacation granted based on requests submitted before April 1 shall be granted on the basis of departmental seniority.

Section 14.7. Compensatory Time.

An employee may elect to receive compensatory time in place of paid overtime subject to the following provisions:

1. All overtime from each incident, at the choice of the employee, shall be converted to compensatory time or paid as overtime as provided elsewhere in the contract.
2. An employee may not exceed a maximum accumulation of sixty (60) hours of compensatory time at any time.
3. Compensatory time off must have prior approval of the Director of Public Safety, or his designee.

4. Employees shall receive time and one-half (1½) comp. Time for each one (1) hour of overtime worked if such option is agreed to by the Employer and employee.

Section 14.8. Jury Duty.

Employees absent from employment to serve on jury duty shall be reimbursed by the Employer pursuant to the following schedule and procedures:

1. Employees shall give the Employer at least three (3) days notice of the date of required jury duty commencement and shall keep the Employer advised of anticipated dates of jury duty services as soon as such are known to the employee.
2. Employees shall be reimbursed at the day shift rate then applicable to them if time as lost from actual employment on the following reimbursement schedule:
 - a. The first ten (10) days lost shall be reimbursed by the Employer.
 - b. The second ten (10) days lost shall be paid by the Employer if requested by the employee; however, the employee must use his or her available paid leave time for such lost days that are reimbursed by the Employer.
 - c. After the first twenty (20) days, no reimbursement by the Employer will occur.
3. Employees serving on jury duty receiving reimbursement shall pay to the Employer all moneys received by any governmental agency for jury duty service and for days for which reimbursement is to occur.
4. Employees released from jury duty during the course of any day during the time of the day shift shall report to work for assignment by the Employer.
5. Second and third shift employees shall have their schedules adjusted to the day shift to accommodate jury duty, but their days off shall remain the same.
6. Employees not following all of the procedures set forth above shall not receive reimbursement for absence from work for jury duty.

**ARTICLE 15
WAGES AND SALARIES**

Section 15.1.

2.00% Increase

Effective July 1, 2008

| <u>Length of Service</u> | <u>Rate per Hour</u> | <u>Annual Rate</u> |
|--------------------------|----------------------|--------------------|
| 30 Months | 20.70 | 43,047 |
| 24 Months | 19.31 | 40,162 |
| 18 Months | 18.52 | 38,528 |
| 12 Months | 17.76 | 36,937 |
| 6 Months | 17.00 | 35,367 |
| Start | 16.43 | 34,179 |
| Recruit | 11.02 | 22,913 |

Lump Sum Payment

Effective July 1, 2009

| <u>Length of Service</u> | <u>Rate per Hour</u> | <u>Annual Rate</u> |
|--------------------------|----------------------|--------------------|
| 30 Months | 20.70 | 43,047 |
| 24 Months | 19.31 | 40,162 |
| 18 Months | 18.52 | 38,528 |
| 12 Months | 17.76 | 36,937 |
| 6 Months | 17.00 | 35,367 |
| Start | 16.43 | 34,179 |
| Recruit | 11.02 | 22,913 |

1. Within thirty (30) calendar days of the representatives for the Employer and the Union signing the agreement, each employee covered by the agreement will receive a single one-time lump sum payment in the amount of one percent (1%) of the employee's annual base wage based on the employee's July 1, 2008 hourly wage rate. *(The 30 month hourly rate for a Public Safety Officer would be \$20.70 so the one-time lump sum payment would be $\$20.70 \times 2080 \times .01$ or \$430.56, for Sergeants the payment would be $\$20.70 \times 1.1 \times 2080 \times .01$ or \$473.62 and for the Fire Inspector it would be $\$20.70 \times 1.05 \times 2080 \times .01$ or \$452.09.)* Such lump sum payment shall be subject to all of the normal federal and state withholdings.
2. In lieu of an increase in the base hourly wage and with the last pay in July 2009 only, each employee covered by the agreement will receive a single one-time lump sum payment in the amount of three percent (3%) of the employee's annual base wage based on the employee's July 1, 2009 hourly wage rate. *(The 30 month hourly rate for a Public Safety Officer would be \$20.70 so the one-time lump sum payment would be $\$20.70 \times 2080 \times .03$ or \$1,291.68, for Sergeants the payment would be $\$20.70 \times 1.1 \times 2080 \times .03$ or \$1,420.85 and for the Fire Inspector it would be $\$20.70 \times 1.05 \times 2080 \times .03$ or \$1,356.26.)* Such lump sum payment shall be subject to all of the normal federal and state withholdings.

3. In March 2010, the Employer and the Union agree to enter in to negotiations which shall be strictly limited to the hourly wage rate paid to employees covered by this agreement and no other matter shall be a subject of such negotiations. It is further agreed that any changes to hourly wage rate resulting from such negotiations shall be effective July 1, 2010.

Section 15.2.

1. Public Safety Officers who have held the rank of Sergeant for period of one consecutive year or less shall be paid at a wage rate that is six percent (6%) more than the thirty (30) month wage rate for a Public Safety Officer as set forth in this schedule.
2. Public Safety Officers who have held the rank of Sergeant for more than one consecutive year shall be paid at a wage rate that is ten percent (10%) more than the thirty (30) month wage rate for a Public Safety Officer as set forth in this schedule.

Section 15.3.

The wage rate for an employee designated as Fire Inspector shall be five percent (5%) more than the thirty (30) month wage rate for the Public Safety Officer classification.

Section 15.4.

An employee who is required to appear in court on his day off will be paid at the rate of time and one half (1½) of his regular hourly rate. Such employee shall be granted a minimum of three (3) hours show-up time.

ARTICLE 16 HOURS OF WORK

Section 16.1.

The regular work day for all employees shall be eight (8) hours and the regular work week shall be forty (40) hours as scheduled by the Director of Public Safety. Nothing herein contained shall be construed as a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

ARTICLE 17 OVERTIME

Section 17.1.

Overtime, excluding court time shall not be granted unless first approved by the Public Safety Director or his designee. It is recognized by the parties that occasions arise wherein an employee, because of the circumstances, may not be able to secure prior approval for overtime in which case the Public Safety Director shall not unreasonably refuse to approve such payment of overtime.

Section 17.2.

Overtime worked in excess of the limits stated above as a result of authorized changes in days off, etc., shall be paid at the regular rate.

Section 17.3.

There shall be a three (3) hour minimum on call back paid at the rate of one and one half (1½) times the employee's base rate of pay.

Section 17.4.

Any employee in the unit who is required to work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1½) times his regular hourly rate for each hour, or part thereof, in excess of eight (8) hours per day or forty (40) hours per week actually worked by him.

Section 17.5.

An overtime record will be kept by the Department Head and overtime will be divided as equally as possible among the available employees. Overtime will be equalized over a twelve (12) month period. Refused overtime work hours shall be credited to the individual as if actually worked. An annual record shall be maintained in the Department to cover overtime and shall be accessible to all concerned. Overtime shall be offered first to the low overtime employee. If the low overtime employee refuses the overtime, it shall be offered to the employee with the next lowest overtime hours and thereafter until filled. If refused by all regular full-time employees, the least senior employee personally contacted shall work.

Section 17.6.

If the Public Safety Department is responsible to supply security for Board of Education function (football, basketball games, etc.) the Employer shall schedule at least thirty (30) days in advance, when possible, of said function. The overtime distribution system shall be used in scheduling of employees for scheduled overtime.

Section 17.7.

New employees will be charged with the average recorded overtime when entering the Department, for overtime equalization purposes.

Section 17.8.

Employees must accept or reject overtime at least twenty-four (24) hours prior to the scheduled overtime to be worked. It is agreed that court appearances and/or individual assignments based on involvement of an officer because of his closeness to a particular case or issue, shall not be part of, or counted as, overtime worked for purposes of equalization. All other overtime work will be counted and used for equalization purposes.

Section 17.9.

No auxiliary or part-time employee shall perform the work normally done by regular full-time employees to avoid the payment of overtime.

**ARTICLE 18
SHIFT ASSIGNMENT AND PREMIUM**

Section 18.1.

A shift premium of forty cents (\$0.40) per hour shall be added to the regular straight time hourly rate and shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually work on the shift.

Section 18.2.

A shift premium of fifty cents (\$0.50) per hour shall be added to the employees' regular straight time hourly rate and shall be paid to all employees who are scheduled to work the midnight shift for all hours actually worked on that shift.

Section 18.3. Shift Assignments - Public Safety Officers

In the first week of January and in July of each year Public Safety Officers shall select to which available shift he or she wishes to assigned.

Shift assignments shall be made on a classification basis. Shift assignments of non-probationary employees shall be determined by seniority.

Section 18.4. Shift Assignments - Sergeants

Effective January 1, 2010, all Sergeants shall rotate shift assignments every two (2) years and remain on the alternate shift for a period of one (1) year.

**ARTICLE 19
HOLIDAY AND PAY**

Section 19.1.

All non-probationary and regular employees that work on any of the holidays designated in section 19.2 below, except the employee's birthday, will be eligible to receive eight (8) hours of holiday pay for each such holiday worked in addition to the employee's regular pay under the following conditions:

1. Employees will receive eight (8) hours of pay at the employee's regular wage as holiday pay.

2. To qualify for the holiday pay the employee must have worked his or her scheduled workday immediately preceding and workday immediately following such holiday unless on approved leave.
 - a. For purposes of this section, approved leave shall be defined as time off work for vacation, personal time, compensatory time, legitimate illness, an injury not to exceed six (6) months, when required to attend a job related schools, when on paid funeral leave or approved military leaves.

Section 19.2.

Paid holidays are designated as listed below:

| | |
|--|------------------|
| New Years Day | Good Friday |
| Easter Sunday | Memorial Day |
| Fourth of July | Labor Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Eve Day | Christmas Day |
| New Years Eve Day | |
| Employee Birthday (to be used 2 weeks prior to or after the actual date) | |

Employees Birthday: The request for day off shall be submitted no later than two (2) calendar weeks prior to the requested day off.

Section 19.3.

When employees are scheduled to work on any of the holidays designated in Section 19.2 above and when such scheduled time worked is a part of his or her regularly scheduled shift, the employee shall be paid at the rate of one one-half (1½) times his or her regular rate of pay for all such hours actually worked.

Employees who are requested to work on any of the holidays designated in Section 19.2 above and when such time worked is not a part of his or her regularly scheduled shift, the employee shall be paid at the rate of two (2) times his or her regular rate of pay for all such hours actually worked.

All payment for time actually worked on any of the holidays designated in Section 19.2 above shall be in addition to holiday pay as set forth in Section 19.1 above.

Section 19.4.

Employees scheduled to work on the day of a national or state election will be given up to one (1) hour off to vote provided the employee has given notice of their desire to vote to their immediate supervisor at least one (1) day in advance and provided the employee is required to work the full time during which said polls are open.

ARTICLE 20
HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE

Section 20.1.

The Employer agrees to maintain group hospitalization insurance coverage as detailed below:

1. The Employer shall offer a "Base Plan" which shall be Blue Cross/Blue Shield Community Blue Plan 2 or an equivalent plan with a \$10/40 prescription drug card and "50/50" dental plan.
2. The Employer shall also offer, if permitted by the insurance provider, a "Premium Plan" which shall be Blue Cross/Blue Shield Community Blue Plan 1 or an equivalent plan with a \$10/40 prescription drug card and "50/50" dental plan.
3. Effective with the Employer's premium obligation for the Base Plan that was in effect on September 1, 2006, and with each and every rate renewal thereafter, the Employer's obligation to pay the premium for the Base Plan shall be limited to 108% of the premium in effect prior to such rate renewal(s). The employee shall, through a payroll deduction, pay the difference between the Employer's obligation and the actual cost of the plan.
4. If an employee elects the Premium Plan the employee shall, through payroll deduction, pay the difference between the Employer's obligation for the premium for the Base Plan and the premium for the Premium Plan.
5. The Employer shall, to the extent permitted by law establish a payroll deduction mechanism to allow employee's to set aside on a pre-tax basis a portion of the employee's gross pay to be used to pay the employee's share of health insurance premiums.
6. The Employer agrees, for the life of this agreement, to reimburse each employee for any co-pay exceeding ten dollars (\$10.00) that was paid by the employee for a prescription drug only where no generic equivalent exists for such drug prescribed or where the prescription is written to require the non-generic drug be dispensed.
 - a. Such reimbursement shall be subject to a maximum of fifteen dollars (\$15.00) per co-pay reimbursement and five hundred dollars (\$500.00) annually. Employees shall be reimbursed with the last pay period of each month provided the employee provides the Employer adequate documentation of the payment of such co-pay and the documentation is submitted not later than the Friday before the last pay period. Requests for reimbursement that are not timely submitted will be carried over to the following month.

Section 20.2.

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage. Provided however, the Employer agrees to provide the Union with forty-five (45) days notice if it elects to change insurance providers or self-insure such health insurance coverage.

**ARTICLE 21
LIFE INSURANCE**

Section 21.1.

The Employer agrees, for the life of this agreement, to provide each bargaining unit employee with a term life insurance policy, with accidental death & disability coverage, and with a benefit level of one and one-half times (1½) times the employee's base rate of pay to a maximum benefit of fifty thousand dollars (\$50,000). The Employer reserves the right to change insurance carriers so long as the terms of any alternate policy are substantially equivalent to the current policy.

**ARTICLE 22
GENERAL INSURANCE**

Section 22.1.

The Employer shall provide, as a part of general coverage, false arrest insurance not less than the current level and shall continue to do so as long as such insurance is available and is economically feasible.

**ARTICLE 23
RETIREMENT**

Section 23.1.

The Employer shall provide full-time employees with retirement benefits under the Michigan Municipal Employees Retirement System, specifically Benefit Plan B-4 with the F55/25waiver.

**ARTICLE 24
LONGEVITY**

Section 24.1.

Regular full time employees hired prior to July 1, 1993 shall receive, in a lump sum payment made on the first pay period in December of each year, a longevity bonus of five percent (5%) of the employee's base salary earned.

Section 24.2.

Regular full time employees hired after July 1, 1993 shall not be eligible for or be paid a longevity bonus of any kind.

**ARTICLE 25
JOB RELATED EDUCATION**

Section 25.1.

For regular full time employees who have completed their probationary period, the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the employees must receive approval of the courses before enrollment, said course or courses must be job related or course necessary to the achievement of a degree in Police and Fire Administration and must be successfully completed with at least a "C" grade. In addition to reimbursement for tuition, the Employer agrees to pay to the employee five dollars (\$5.00) per credit for college credits applicable towards a degree in Police or Fire Administration earned in any one year. Payment is to be made July 1st of each year.

**ARTICLE 26
PAY PERIOD**

Section 26.1.

All employees in the unit shall be paid weekly. No more than seven (7) days shall be withheld from any employee in the unit. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose upon request of such employee.

**ARTICLE 27
SUPPLEMENTAL EMPLOYMENT**

Section 27.1.

Employees may engage in supplemental employment if they so desire, provided however, that the following rules regarding such employment are complied with:

1. Requests for permission to engage in supplemental employment shall be submitted to the Director of Public Safety in writing stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Director of Public Safety, and such permission may be revoked by the Director of Public Safety.
2. It is understood and agreed that the first obligation of the employee is to the Employer and supplemental employment shall in no way conflict with regular assigned duties.

**ARTICLE 28
PERSONNEL FILE**

Section 28.1.

The Employer shall maintain a single personnel file for all employees. An employee may review his or her personnel file as provided by law. Personnel files will be kept confidential to the extent permitted by law. The Employer shall notify the affected employee if a request to access the employee's personnel file is made by persons other than its own personnel.

**ARTICLE 29
STEWARDS**

Section 29.1.

The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list of the list described in Article 10. Once a Steward and an alternate are selected, their names will be submitted to the Director of Public Safety and City Manager. The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

1. Investigating and processing grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information;
 - a. have been reduced to writing,
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the work of the Public Safety Department.
3. The Steward or alternate Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Public Safety Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.
4. Only one (1) person, the Steward or alternate Steward shall be paid by the Employer for time spent during his scheduled working hours in grievance meetings, arbitration or contract negotiations.

**ARTICLE 30
EXAMINATIONS AND IDENTIFICATION FEES**

Section 30.1.

If the Employer, with cause, requires that an employee submit to a physical or psychological examination to determine such employee's fitness to perform the duties of his or her job the employee shall promptly comply with the Employer's directive. The Employer shall select the physician and/or psychologist to perform such examination and the Employer shall pay the costs for all such examinations.

If the employee disagrees with the results of such examinations, the employee may seek another opinion and submit to another examination with a physician or psychologist of his or her choosing. The employee shall be responsible to pay the cost of such examinations.

Section 30.2.

If the Employer requires employees to carry personal identification, the Employer shall provide such personal identification at its expense.

**ARTICLE 31
UNIFORMS**

Section 31.1.

The Employer shall pay for the maintenance of employee's uniforms. The Employer shall continue to purchase and replace employee's uniforms in accordance with the following:

| | |
|-------------------------------------|------------------------|
| 3 pair trousers | 1 gun belt |
| 3 winter shirts | 1 hand cuff case |
| 3 summer shirts | 1 ammunition pouch |
| 2 hats | 1 holster |
| 1 winter jacket | weapon - City supplied |
| 1 summer jacket | |
| Neckties supplied on a needed basis | |

Section 31.2.

Upon providing documentation acceptable to the Employer, each employee will be reimbursed the cost incurred by the employee to purchase boots which are to be worn in course of his employment. The total of such reimbursement paid to any employee shall not exceed one hundred fifty dollars (\$150.00) every three years.

Section 31.3.

The Employer agrees to provide rain gear in each department vehicle.

**ARTICLE 32
FIREARMS**

Section 32.1.

The Employer shall provide all sworn law enforcement officers one duty weapon. Such duty weapon shall be owned by the Employer.

**ARTICLE 33
FIRE PAY**

Section 33.1.

Off Duty Public Safety Officers shall receive 1½ times their normal rate of pay for fires, medical and monthly instructional meetings. Pay shall be for a one hour minimum at time and one-half, and any time in excess of the minimum one hour shall be computed to the nearest quarter of an hour.

**ARTICLE 34
BULLETIN BOARD**

Section 34.1.

The Employer shall furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other material. No material shall be posted that is demeaning to the character of the Employer or any employee of the Employer.

**ARTICLE 35
UNION MEETING**

Section 35.1.

The Union may schedule and conduct its meetings on Public Safety Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

Section 35.2.

All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the Union.

**ARTICLE 36
GENERAL SUPERVISION**

Section 36.1.

Under general supervision, bargaining unit members shall perform all duties assigned including, but not limited to, responsible law enforcement, patrols and fire-fighting work, regulate traffic, protect life and property and prevent crime and disorder.

**ARTICLE 37
NON PUBLIC SAFETY DUTIES**

Section 37.1.

Employees covered by this agreement shall not be required to perform general custodial or janitorial work or perform major building or vehicle maintenance or repair.

**ARTICLE 38
LOCKS AND LOCKERS**

Section 38.1.

The Employer agrees to furnish locks, which officers shall install on the lockers in the locker room.

**ARTICLE 39
SHIFT CHANGE**

Section 39.1.

An employee's regular workday or shift may only be changed by mutual agreement between the employee and the Director of Public Safety or his or her designee except as provided in Section 46.1 of this agreement.

**ARTICLE 40
EQUIPMENT RESPONSIBILITY**

Section 40.1.

Employees covered by this agreement shall be responsible for all personal equipment and fire-fighting equipment assigned to them.

**ARTICLE 41
RESIDENCY**

Section 41.1.

Employees shall be permitted to reside outside of the corporate limits of the City of Essexville provided however not more than a distance of twenty (20) miles from any point of the corporate limits of the City. Residence shall mean the abode or premises where a person permanently lives and resides.

**ARTICLE 42
POLITICAL ACTIVITY**

Section 42.1.

Employees have the same rights to participate in political activity while off duty and out of uniform as any citizen. However, it is understood that they shall not hold the position of City Council member or Mayor while an employee of the City.

**ARTICLE 43
PROMOTIONAL PROCEDURES**

Section 43.1.

1. An examination will be given when a vacancy occurs for the purpose of filling classification vacancies.
2. The examination to fill the vacancy in the department classification will be open to all departmental personnel, provided however, applicants must have completed their probationary period.
3. The examination to fill the vacancies of Sergeant will be open only to those applicants having a minimum of three (3) years' seniority (seniority in classification) as a Public Safety Officer. Said three (3) year's seniority shall be obtained on or before the testing date in order to qualify.
4. The following percentages will be applied when scoring applicants:
 - a. Written test - 40% of total score. Scoring determined by the testing agency.
 - b. Oral test - 40% of total score. Oral Board: at least two police officials, one local fire official and at least one other community representative deemed appropriate by the Employer.
 - c. Seniority - 1% for each year completed. Example: 4 years = 4%, 7 years = 7%, 10 years = 10%; Maximum of 10 years = 10%.
 - d. Evaluation-10%

An employee who receives a promotion to a higher classification shall serve a six (6) month orientation period during which time the employee may, of his or her own choice, return to his or her position that was held prior to the promotion or the Employer may, with or without cause, return the employee to his or her former position.

Employees who score a cumulative total of seventy (70%) percent or greater on the promotional examination shall be placed on the promotional list for that examination. Promotions shall be made from the promotional list provided the list contains a sufficient number of qualified employees to fill the opening(s) at the time the promotion is made. The Employer shall maintain a promotional list for a period of two years after the completion of the promotional examination.

ARTICLE 44 WORK SCHEDULES

Section 44.1.

Work schedules shall be posted forty-five (45) days in advance and shall cover at least a sixty (60) calendar day period of time. All employees shall receive a copy of the work schedule.

ARTICLE 45 RELIEF OFFICERS

Section 45.1.

The three (3) Public Safety Officers designated as relief officers, one (1) per shift, being the low seniority officer on the shift, may be required to alter their work schedule provided they receive a minimum of twelve (12) hours advance notice. If less than twelve (12) hours notice is given, said officer shall have the right to refuse said change. If any relief officer's work schedule is altered then said officer shall receive (8) hour's compensatory time for each alteration.

Section 45.2.

Nothing contained herein shall be construed as to deprive Public Safety Officers of having two (2) consecutive days off each week and four (4) consecutive days off every fifth week.

ARTICLE 46 SUBCONTRACTING

Section 46.1.

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part of any other plant, vendor, person or non-unit employee, so long as any employee in the bargaining unit is on layoff due to lack of work.

**ARTICLE 47
THIRD SHIFT COVERAGE**

Section 47.1.

There shall be two (2) officers assigned to the third shift for a minimum of three (3) days within a calendar week, except when a vacancy is created during said hours by one of the officers, due to sickness, vacation, training or other approved leave. Said vacancy need not be filled on an overtime basis by the Employer.

**ARTICLE 48
BODY ARMOR VEST**

Section 48.1.

Body armor vests will be provided for each officer. Body armor shall be replaced by the Employer as needed and/or based on the manufacturer's recommendation.

**ARTICLE 49
PROTECTIVE BARRIER**

Section 49.1.

A protective barrier shall be installed between the front and rear sections of all of the patrol vehicles.

**ARTICLE 50
MAINTENANCE OF STANDARDS**

Section 50.1.

The Employer agrees that all conditions of employment relating to wages, hour of work and general working conditions, all of which are described elsewhere in this agreement, are minimum standards in effect at the time of the signing of this agreement, and must be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

**ARTICLE 51
SEVERABILITY**

Section 51.1.

If any Article, section or sub-section of this agreement, or any rider hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or application of such Article, section or sub-section to persons or circumstances where other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 52
CORRECTIVE ACTION**

Section 52.1.

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

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions in this agreement to the contrary subject to the restrictions of statute, regulation or law.

**ARTICLE 53
CONTINUATION OF AGREEMENT**

Section 53.1.

It is mutually agreed that the specific terms, provisions or conditions of this agreement can be changed or modified any time during its term by written mutual consent of the Employer and the Union. Should either party not agree to such written consent, the contract shall continue in full force and effect during its term.

**ARTICLE 54
TERM OF AGREEMENT**

Section 54.1.

This agreement and schedules attached hereto, shall be in full force and effect from July 1, 2008, to and including June 30, 2011, shall continue in full force and effect from year to year thereafter unless written notice of the desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the expiration of this agreement.

Section 54.2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions into this agreement, either party may serve upon the other, a notice of at least sixty (60) days prior to either date mentioned above, advising that such party desires to continue this agreement but also desires to revise or change the terms or conditions of this agreement.

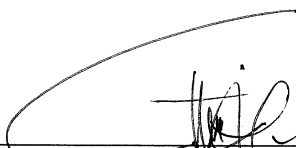
**ARTICLE 55
ACCEPTANCE AND SIGNATURES**

This agreement is hereby accepted by the City of Essexville and the Police Officers Association of Michigan and shall be binding upon each party respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE EMPLOYER

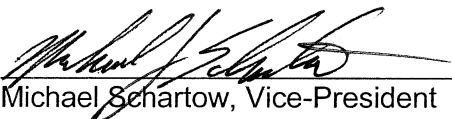
By: 
Russell R. Tanner, Mayor

By: 
Cynthia J. Fournier
City Clerk

FOR THE UNION

By: 
Dan Kuhn, Business Agent
Police Officers Association of Michigan

By: 
Steve Blossom, President
Essexville Public Safety Officers Association

By: 
Michael Schartow, Vice-President
Essexville Public Safety Officers Association

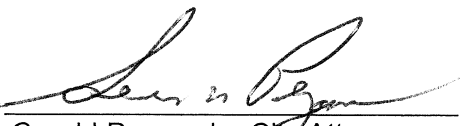
Date: 11.17.08

Date: 11-24-08

APPROVED AS TO SUBSTANCE

By: 
Dale J. Majerczyk, City Manager

APPROVED AS TO FORM

By: 
Gerald Pergande, City Attorney