

COLLECTIVE BARGAINING AGREEMENT

CITY OF FRASER

&

DISPATCHERS BARGAINING UNIT OF THE

POLICE OFFICERS LABOR COUNCIL



EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

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PREAMBLE

This agreement entered into on July 1, 2012, is between the City of Fraser, County of Macomb, State of Michigan (hereinafter referred to as the "City"), and the Police Officers Labor Council, Dispatchers Unit, (hereinafter referred to as the "Union"), and will extend to June 30, 2015.

WITNESSETH

Whereas, the City and the Union mutually recognize and acknowledge that the best interest of the City and of the community will be protected and served by an Agreement between the parties hereto which will promote and insure peaceful, industrial and economic relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

**ARTICLE 1
RECOGNITION**

1.1: The City of Fraser recognizes the Union as the sole representative of the employees covered by this Agreement, for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment. It shall be joint concern of the City and the Union that no discriminations will be exercised against any employee because of individual bias, race, creed, or organization activity or membership in any specific group. The provisions of this Agreement shall apply to all full time and regular part-time dispatchers of the City of Fraser, Department of Public Safety excluding all other employees of the Public Safety Department.

**ARTICLE 2
REPRESENTATION**

2.1: The Union may be represented in all negotiations with the City by a committee, with a maximum of, three (3) members from the bargaining unit and not more than two (2) representatives from POLC. The City agrees to negotiate with the committee.

2.2: The president of the local union or his alternate, shall be afforded reasonable time during working hours, without loss of pay, to discharge his responsibility including negotiations with the City processing of grievances and administrations of this Agreement. Provided, however, that the time and place and number of representatives attending these meetings shall be agreed upon in advance.

2.3: The president and his designated assistant shall be allowed two (2) days off, per year, for the purpose of union business day/POLC Convention. Said day

off shall be with full pay and shall be taken at the discretion of the union president.

ARTICLE 3
AGENCY SHOP

3.1: Employees in this bargaining unit may have dues deducted by becoming a member of the Union. The City agrees to deduct such dues as the Union directs upon a signed payroll deduction authorization form signed by such union member.

3.2: Employees of this bargaining unit who are not members of the Union and any new member shall, within ninety (90) days from their date of hire or upon entering the bargaining unit, as a condition of continued employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. The City agrees to deduct such agency shop fees by employees filling out a payroll authorization card, unless legislation or court decision eliminates this section. Part-time dispatchers shall be assessed 50% of the fees assessed full-time dispatchers.

3.3: City agrees to forward the dues and agency shop fees to the Union once monthly along with a list of employee names.

ARTICLE 4
PURPOSE OF INTENT

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

4.2: The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employee and the City be adjusted and settled in an orderly manner without interruption of the service to the public as provided by law.

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

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

4.3: Gender Clause. In the construction of the words used in this Agreement, whenever the singular number is used, it shall include the plural and whenever the masculine gender is used it shall include the feminine gender.

ARTICLE 5 **SENIORITY**

5.1: At the beginning of each fiscal year, the City shall provide the Union with a separate seniority list for both full time and regular part-time dispatchers covered by this agreement. Seniority will start from date of hire as a full time or regular part-time dispatcher and shall remain separate and have no effect on one another.

5.2: Beginning July 1, 1999 shifts for each scheduled year (13 Schedules) shall be picked by seniority. The selection shall be made prior to March 31 of each year for the following schedule, which commences on or about July 1 following the schedule date.

5.3: When an opening occurs for a full time dispatcher the City shall give first consideration to all regular part-time dispatchers before going outside the department to fill the vacancy.

ARTICLE 6 **STRIKES AND LOCKOUTS**

6.1: Neither the Union nor any person acting on its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or part, the full, faithful and proper performance of an employee's duties) for any purpose whatsoever during the term of this Agreement.

6.2: The City agrees that it will not engage in any lockout of the bargaining unit employees during the term of this Agreement and that occurrence of such a lockout shall also be deemed a violation of this Agreement.

ARTICLE 7 **GRIEVANCE PROCEDURE**

7.1: All grievances shall be timely and filed within fourteen (14) business days of the event, occurrence, or knowledge of the facts giving rise to the grievance or no such grievance shall be considered to exist.

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

Step 1. Verbal-Immediate Supervisor - An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of the Union. The parties shall make every effort to reach a satisfactory settlement at this point.

Step 2. Director-Written - If the grievance has not been settled, the Union shall submit to the director, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The Director shall discuss the grievance with the president or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) business days of receipt of the grievance.

Step 3. City Manager - If the grievance has not been settled, the Union shall submit it to the City Manager, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The City Manager shall discuss the grievance with the president or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) days of the receipt of the grievance.

- A. Non-discipline grievances not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union to arbitration.
- B. Discipline grievances not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union to arbitration.

Step 4. Arbitration

- A. The party desiring arbitration shall notify the other party in writing of their intent to arbitrate within fourteen (14) business days after receiving the written answer from the City Manager. If the Union and the City then are unable to agree upon an arbitrator, the party requesting arbitration shall refer the matter to the American Arbitration Association (AAA) for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.
- B. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the Agreement and he shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying, in any way, the terms of this Agreement or applicable law.

- C. The arbitrator shall not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then known to the party submitting same.
- D. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
- E. In the event a case is appealed to the 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.
- F. The expenses of the arbitrator shall be shared equally by the parties.

7.3: Policy Grievance - Grievances common to a number of employees may be treated as a single grievance procedure.

7.4: The Union may be allowed reasonable time for the representation of an employee or employees who are aggrieved, providing the employee or employees advise the shift commander.

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

ARTICLE 8 SEPARABILITY

8.1: In the event that any provision(s) of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not effect the remainder of the provisions hereof. In such an event, the parties of this Agreement shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 9 MANAGEMENT RIGHTS

9.1: The Union recognizes that the city retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the type of equipment, the service, and scheduling of services to maintain order and efficiency in its departments and divisions to hire, lay off, assign, transfer promote employees and to determine the reasonable quitting time, starting time, subject only to such regulations, restrictions and provisions governing the exercising of these rights as are provided in this Agreement and state laws.

9.2: Schedules for eight-hour employees shall be posted seven (7) days prior to implementation. Once schedule goes into effect, no changes shall be made in that schedule, except in cases of duty-incurred injury or prolonged illness. Then the member's work schedule can be changed only when the affected member is given a minimum of 48 hours notice unless the affected member waives the notice requirement of the scheduled change. A prolonged illness for an eight-hour employee shall be defined as one which exceeds 5 calendar days. Dispatchers shall request their leave days during the twenty-eight (28) day schedule in any random order, but not to exceed eight (8) leave days in any twenty-eight day cycle. Twenty (20) days prior to the start of a new schedule, each shift shall be provided with a blank schedule. Each dispatcher shall choose eight (8) Pass Days and return it to the lieutenant in charge of scheduling fourteen (14) days before it is to take effect.

ARTICLE 10 **UNION RIGHTS**

10.1: The Union and the City further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from the time to time relating to the working conditions and compensations of employees are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

10.2: The City agrees to furnish and maintain a suitable bulletin board in a convenient location within the Department of Public Safety for the exclusive use of the Union. Such bulletin board will be used for the posting of Union notices and other material.

10.3: The Union may, with the approval of the Director, conduct meetings using City facilities. Presumption of authority for special meetings is not granted except as noted by prior approval.

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

10.5: No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for criminal and/or formal charges, unless he has first been afforded the opportunity to have the president or another officer of the Union present. He shall have twenty-four (24) hours after making any oral statement to make any requested written statement.

10.6: Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his personnel file.

10.7: Lockers - Each dispatcher covered by the Agreement shall have a locker provided for them by the City for the purpose of storage of personal property, uniforms, and etc.

ARTICLE 11
REOPENING OF CONTRACT

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

ARTICLE 12
MAINTENANCE OF CONDITIONS

12.1: Wages, hours and conditions of employment legally in effect at the execution of this Agreement will herein be maintained during the term of this Agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of the Agreement. This Agreement shall supersede any rules and regulations of the Public Safety Department.

ARTICLE 13
DURATION OF CONTRACT

13.1: This Agreement shall remain effective from July 1, 2012 and shall remain in force and effect to and including June 30, 2015.

13.2: In the event that negotiations extend beyond the said expiration date of the Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract, which new contract shall be retroactive to the expiration date of this contract unless negotiations extend beyond ninety (90) days after the expiration date, at which time retroactivity becomes negotiable.

ARTICLE 14
WAIVER CLAUSE

14.1: The Employer and the Union for the life of this Agreement each voluntarily and without qualification shall 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 in this Agreement even though such subject or matters

may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

ARTICLE 15
WAGES

15.1: The Salary Schedule below are the Wages for Full & Part-time Dispatchers Effective July 1, 2009 and continuing from July 1, 2012 through June 30, 2015:

7-1-12

Start	38,099
One Year	39,937
Two Years	41,867
Three Years	43,894
Four Years	46,545

The Union agrees to a modification of the pay period from every week to every other week, provided that all other employee bargaining units agree to the same provision.

The Parties agree to a wage re-opener for July 1, 2013 and July 1, 2014 for increases only. The wage re-opener shall not be for the purpose of decreasing wages.

15.2: Clothing and Cleaning Allowance:

Each full-time dispatcher covered by the Agreement shall receive a clothing and cleaning allowance of seven hundred fifty dollars (\$750.00) net of taxes effective 7/1/2012.

Part-time dispatchers shall receive a cleaning allowance at the rate of ten cents (\$.10) per hour for all hours worked during the previous year. Additionally the City will provide one (1) pair of Pants, one (1) long sleeve shirt, one (1) short sleeve shirt per year. Part-time dispatchers may not receive more than two hundred (\$200.00) dollars maximum cleaning allowance in any one-year. Both clothing and cleaning allowances are to be paid at the beginning of the fiscal year.

15.3: Loss of Personal Property: The City shall compensate the employee in full for loss or damage to any personal property, such as glasses, rings, watches, etc., up to the value of one hundred dollars (\$100.00), suffered during an arrest or performing his assigned duties. The City shall compensate the employee in full for loss or damage to any personal property suffered during an arrest or while

performing his assigned duties, up to the value of two hundred dollars (\$200.00), when it is approved in advance by the City Manager.

The City shall compensate the employee in full for any loss or damage to any personal property that is duty related, such as uniforms, leather goods, weapons, etc. The above provision shall apply only when employees have exhausted their clothing allowance, which has been allotted to them in the amount three hundred dollars (\$300.00).

15.4: E.M.D. and T.A.C. Pay: Full time dispatchers at the end of each fiscal year shall receive lump sum payment according to the following schedule provided they are EMD certified. Part-time dispatchers EMD certified shall receive lump sum payment on July 1st of each year pro-rated for the number of hours worked during the previous year.

Effective July 1, 2009 E.M.D. pay shall be \$975.00.

Full time dispatchers assigned as Terminal Agency Coordinator shall at the end of each fiscal year receive a lump sum TAC payment according to the following schedule:.

<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
\$460.00	\$480.00	\$500.00

15.5 (BLANK)

15.6 Rest Time: Any Employee who works sixteen (16) or more hours within a 24 hour period will be released for an eight (8) hour rest period before he/she is required to report to his/her next regular work period. If all or part of the eight hour rest time falls within the next regular work period then the employee shall be paid at their regular pay during that period.

15.7 Shift Differential: Shift Differential shall be paid in the following manner:

Each full-time dispatcher who works an afternoon shift will receive \$120.00 per each twenty-eight (28) day shift schedule worked during the fiscal year, paid on the last pay period of the fiscal year. Part-time employees who work an afternoon shift shall have their shift differential prorated.

Each full-time employee who works a midnight shift or works a swing shift will receive \$160.00 per each twenty-eight (28) day shift worked during the fiscal year, paid on the last pay period of the fiscal year. Part-time employees who work a midnight or swing shift shall have their shift differential prorated.

15.8 Matron Duties Female dispatchers that are trained and then perform matron duties shall receive an additional one hour pay per every shift when so assigned and performed.

ARTICLE 16
SCHOOL ALLOWANCE AND TUITION REIMBURSEMENT

16.1: School Allowance Tuition Reimbursement - The City shall reimburse dispatch employees for the cost of tuition for undergraduate job-related courses offered by any accredited institution of higher learning provided that the employee satisfactorily completes the course with a passing grade of a (B). In order to be eligible for such reimbursement, the employee must make proper application to the City and receive approval by the City Administrator prior to enrolling in the class.

16.2: In the event, that non-job related classes are required for a job-related degree or certificate, such classes shall not be excluded from this provision.

ARTICLE 17
HOLIDAYS

17.1: Paid holidays for full time dispatchers shall be as follows and the Holidays are the observed dates.

New Year's Eve Day	Memorial Day	Thanksgiving Day
New Years Day	4 th of July	Friday after Thanksgiving
President's Day	Labor Day	Christmas Eve Day
Good Friday	Easter Sunday	Christmas Day
Martin Luther King Jr.'s Day		

17.2: Any full time member of the Union not working on a holiday will receive eight (8) hours pay for the day. Any full time member of the Union that works on the holiday will receive holiday pay in addition to one and one half (1½) times the regular base rate for all hours worked.

17.2a: Any employee who is forced over to work on certain holidays shall be paid at two (2) times their normal rate of pay. This provision applies to the following holidays: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years day.

17.3: The option of taking holiday time off or taking pay for the holidays is herein included. Notice to the above must be made in writing by the individual

employee before the end of the calendar year to be paid once per fiscal year in December.

17.4: Any part-time dispatcher who works on one of the listed holidays shall receive one and one half (1½) times their regular base rate for all hours worked.

ARTICLE 18

OVERTIME

18.1: Dispatchers (both full-time and part-time) working over the eight (8) hour shift to complete work started on regular shift will be paid one and one-half (1½) his base pay.

Example: 1-15 minutes=15 minutes; 15-30 minutes=30 minutes, etc.

18.2: When any dispatcher calls in sick, for funeral or personal leave, all full-time dispatchers, whether on or off duty, shall be contacted and offered the overtime beginning with the dispatcher lowest in overtime. If all refuse or there is a block of overtime to be filled, then the part-time dispatchers will be called. If the part-time dispatchers are unavailable and overtime is turned down by the off duty employee covered by this bargaining agreement, then the shift commander will hold the present on duty dispatcher over for four (4) hours and he or she will order in the following shift dispatcher for four (4) hours early. If the subsequent scheduled dispatcher cannot be reached, the shift commander then has the option of filling the overtime with a public safety officer. If a dispatcher is "ordered" to work overtime beyond their normal shift, he/she shall be compensated at two times (2x) his/her hourly rate for those hours worked.

18.3 Additional Overtime Requirements: - The previous described mandatory overtime requirements will be waived after a twenty one (21) calendar day period for good cause, upon notification to the Director that dispatcher manning will be under five (5) full time dispatchers, who are able to perform dispatchers duties on their own, for a period of time in excess of 21 days.

18.4 Overtime List: - A rotation list shall be maintained to guarantee equal opportunity in the distribution of all overtime. Any employee who has not been available for overtime for more than thirty (30) days, due to illness, injury or other extended absences, and all new hires, shall be placed on the overtime list with the number of hours equal to the greatest hours accumulated by any one employee on the lists. The list shall be made available upon request by a union member to a Sergeant.

18.5: Jury Duty - Any employee required to serve on jury duty will suffer no loss of pay or benefits. If on duty, the employee will turn jury duty pay in to the City. If off duty, the employee is entitled to keep all jury duty pay. A member will not

receive court time pay for attendance to jury duties. If an employee is on jury duty, he will be placed on the second shift during his jury duty time on a Monday through Friday schedule.

18.6: Overtime hours which have been offered to and refused by eligible dispatchers shall be charged and placed on the overtime list.

18.7: Trade Time: Subject to department manpower requirement, dispatchers shall be permitted to voluntarily trade work or leave hours, with permission of the Director. Notification shall be made in writing and submitted to the Director or his designee twenty-four (24) hours prior to the trading of any hours. All time traded must be paid back during that posted work schedule. Emergency trades may be made by advising the Sergeant in charge.

18.8: Compensation for Training: Any dispatcher who is assigned a trainee will be compensated an additional 17% of hourly pay for actual training hours with a maximum number of compensable hours of 60, with a maximum of one person per shift being compensated for training.

ARTICLE 19 CALL BACK

19.1: Call Back - A full time dispatcher called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours at time and one-half (1 ½) and time and one-half (1 ½) for each hour thereafter.

19.2: Court Time - When required to attend court while not on-duty, a dispatcher shall receive time and one-half (1 ½) for each hour with a minimum of two (2) hours pay at the time and one-half.

19.3: If a dispatcher is on city premise up to one (1) hour before his/her starting time and asked to begin work before starting time, he/she will be paid time and one-half (1 ½) with a minimum of one hour.

ARTICLE 20 VACATIONS

20.1: Vacations will be picked on the basis of seniority.

20.2: Each full-time employee shall receive credit for paid vacation time in accordance with the following schedule and all vacation will be credited on anniversary date of hire.

After the completion of the first 6 months of full time employment (40) hours will be credited on the anniversary date

After the completion of one year of employment 88 hours will be credited on the anniversary date

After the completion of 2 years of employment 168 hours will be credited on the anniversary date

After the completion of 3 years of employment 176 hours will be credited on the anniversary date

After the completion of 4 years of employment 184 hours will be credited on the anniversary date

After the completion of 5 years through 9 years of employment 192 hours will be credited on the anniversary date

After the completion of 10 years through 14 years of employment 216 hours will be credited on the anniversary date

After the completion of 15 years through 19 years of employment 232 hours will be credited on anniversary date

After the completion of 20 years through 24 years of employment 248 hours will be credited on anniversary date

After the completion of 25 years to retirement or termination of employment 72 hours will be credited on anniversary date

A. Dispatchers hired prior to June 20, 2006 shall have their vacation time computed from their date of hire as a full-time or part-time dispatcher.

B. Part-time dispatchers who are promoted to full-time status after July 1, 2006 shall have their part-time hours worked converted to full-time years at the rate of 2080 hours to be equal to one year.

20.3: A maximum accumulation of forty (40) days shall be allowed. (By the Employee Anniversary Date of Hire each year, an employee's vacation bank shall not exceed forty (40) days. Any time over 320 hours will be lost.)

20.4: Vacations shall be taken in weekly periods, except if the employee wishes, the vacation may be split to single day periods, subject to the approval of the department head.

20.5: Vacations based on the above schedule may be requested and with the permission of the department head granted ninety (90) days prior to the date. Vacations shall be earned on a calendar year basis and shall be pro-rated for less than a year service.

20.6: All members shall draw vacations by seniority, vacation schedules shall be divided into two seasons, summer and winter. The summer season begins on May 1, and the winter season on November 1. Members may be given 4 pass days in conjunction with their vacation. No part of the pass days may be canceled without cancellation of the entire vacation. Only one (1) member shall be on scheduled vacation at the same time, unless approved by the Director.

Employees must choose a minimum of four (4) consecutive vacation days twice each year, one 4-day period during the summer schedule and one 4-day period during the winter schedule. Any remaining vacation days are to be pot luck.

20.7: All part-time employees shall receive vacation time in the amount of average number of hours worked per week in a twenty-six week period times 1.5. Vacation hours will be calculated on January 1 and July 1 of each year. All vacation hours must be used during the following one (1) year or they are forfeited.

20.8: New Hires

For new hires after June 27, 2007 there will be no payment of unused vacation time upon separation of employment whether voluntary or involuntary. The City will allow a reasonable carryover of vacation time, subject to approval by the Supervisor, but this carryover must be used within the next year.

ARTICLE 21
LONGEVITY

21.1: All full-time dispatchers shall receive longevity pay in the first pay period of the month following anniversary date. Longevity pay will be at a rate of \$90.00 per year of service, effective 7-1-03 \$95.00, effective 7-1-04 \$100.00, commencing at five (5) years of service and then paid an additional effective rate per year for each additional year of service.

The parties agree that all new hires after June 27, 2007 the date that contract is signed will receive the following longevity pay:

5 years	\$500
10 years	\$1,000
15 years	\$1,500

There will be no changes for current members.

ARTICLE 22
SICK LEAVE/SHORT-TERM DISABILITY

22.1: Sick Leave - All full-time members of the Union shall be entitled to sick leave with pay, based on one (1) day per month at the dispatcher's straight time rate of pay. Sick leave shall have maximum accumulation of one hundred (100) days. One half (½) of the accumulated sick leave shall be paid the dispatcher upon retirement or to him on separation from the service or to his dependent's upon his death, at his present rate of pay. If the dispatcher should die in the line of duty, his estate will be paid the full amount of sick leave days accumulated by the dispatcher.

22.2: The Dispatcher shall have the choice at the end of the fiscal year to bank all accumulated sick days earned during the fiscal year, or to receive pay for one-half (1/2) unused sick days and bank one-half (1/2) unused sick days. The choice to receive pay for one-half (1/2) unused sick days shall be made in writing to the Dispatcher's shift Commander. This option shall not be exercised unless the Dispatcher would have a minimum of twelve (12) days remaining in the sick leave bank. The payment for one-half (1/2) of unused sick time will be included in the last pay period of the fiscal year.

22.3: Serious illness of a husband, wife, or child shall warrant use of sick leave by the dispatcher, and will be deducted from his sick leave days. Employee may also be granted up to five (5) days a year, but not more than two (2) consecutive days to attend a serious illness of a natural mother or father.

ARTICLE 23 **PERSONAL LEAVE**

23.1: Dispatchers Only - Each full-time dispatcher covered under this Agreement shall have five (5) personal leave days per year to conduct personal business. Personal leave days will not be taken on holidays, and further, only one dispatcher will be authorized personal leave within a twenty-four (24) hour period, unless the additional dispatcher leave is authorized by the Director. Personal leave not used in a fiscal year by June 30th may be transferred into the employee's vacation bank or employee may receive pay for any unused personal days by submitting a written request by June 1 of any contract year.

23.2: Notification Period - Notification shall be filed with the shift commander no later than one (1) hour prior to the expected absence. Confirmation of such personal business leave shall be necessary prior to absence. Deviation from this procedure shall be permitted if an acceptable circumstance exists as determined by the Director of Public Safety or his designee.

ARTICLE 24 **FUNERAL LEAVE**

24.1: If a death occurs among a full-time dispatcher's immediate family, such member will be granted three (3) days funeral leave not to be deducted from his sick bank, such leave may be extended to five (5) days within the discretion of the Director of Public Safety based on individual circumstances. The Director of Public Safety shall not withhold extension of funeral leave for arbitrary or capricious reasons. Part-time employee shall be granted one (1) work shift (only if scheduled) to attend a funeral of his immediate family as described in 24.2.

24.2: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, mother-in-law, father-in-law,

grandparents, grandparents-in-law, grandchild, stepmother-in-law or stepfather-in-law.

24.3: If a death occurs among the relatives of the employee such employee will be granted one (1) day funeral leave not to be deducted from his sick bank.

24.4: Relatives are defined as aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

24.5: When on funeral leave it is understood that the employee will be given funeral leave to arrange for or attend the funeral and burial. One (1) day funeral leave will not be granted to visit a funeral home. Funeral and/or burial shall mean a ceremony, mass or interment proceedings at a funeral home, church or cemetery.

24.6: Funeral leave will not be granted on any scheduled pass day. However, a member may be granted a funeral leave prior to or after any pass days providing he meets the requirements of section 24.5.

24.7: If requested by the Director, an employee upon return from funeral leave must provide documentation of when the funeral took place, which can be obtained, from the funeral director.

ARTICLE 25 **DUTY INCURRED INJURY**

25.1: All employees injured or incapacitated in the discharge of their duties shall receive such pay for injuries as provided under Michigan's Workers' Compensation.

25.2: In addition to the minimum amount required by law, the City shall pay an additional amount not to exceed an employee's net pay for the regular time excluding overtime for the week preceding the injury. Employee shall be paid their regular pay excluding overtime from the date of injury until Worker Compensation checks are received, once received the additional payment shall be made if required, and checks will be offset even after return of employee to work until such time the Workers Compensation benefits have been applied to injury time.

25.3: Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his Workers Compensation check and his normal weekly net take-home earning. Excluding overtime, after one year until such time is exhausted. Employees will continue to accumulate time for one (1) year and the employer will provide health care for two (2) additional years after duty-incurred injury.

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

25.5: All employees returning to work after injuries incurred on-duty or off-duty shall be capable of performing their assigned duties within the bargaining unit.

25.6: All employees can return to work within two (2) years following separation from employment due to duty-incurred injury provided an employee has ten (10) years of seniority and passes a physical examination conducted by the City's physician at the expense of the employer.

25.7: The City may lay off employee or employee(s) to accommodate rehiring of the employee or employee(s) who return from duty disability absence.

ARTICLE 26 **INSURANCE**

26.1: The Employer shall provide and the full-time employee shall accept the following amounts of group Life Insurance and Accidental Death and Dismemberment (A.D.&D.).

26.2: Following thirty (30) calendar days of employment, all full-time employees covered under this Agreement will be provided with thirty-five thousand dollars (\$35,000) of life insurance, plus a like amount of AD&D. The benefit will become effective the first of the month following the thirty (30) day period. All provisions of the insurance company in force at time of claim will determine how benefits are handled. The Employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end, the Employer has the right to determine a carrier for this benefit. Each employee will be provided a life and AD&D certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The Employer will provide assistance and form needed for claims and beneficiary changes.

ARTICLE 27 **HOSPITAL, MEDICAL, SURGICAL AND DENTAL (HMSD)**

27.1: The employer shall make available to each full-time employee the following healthcare options:

- Simply Blue #3 with a \$5/25/50 prescription rider
- Simply Blue #3 with a \$10/40/80 prescription rider

- Simply Blue #3 with a \$10/60 prescription rider

These plans are all high deductible plans with a \$6,000 deductible for families and two-person plans and a \$3,000 for single plans in network.

While the City of Fraser has currently chosen to use the hard cap option under Michigan Public Act 152 of 2011, but this shall not prohibit the City of Fraser from choosing other options available under PA 152 in the future.

The employer may replace the above coverage or options available under Michigan Public Act 152 of 2011 with equal or better coverage after giving the Union 90-days notice of their intent to make such change.

The healthcare choices are IRS eligible High Deductible Accounts and therefore eligible for a HSA.

The employer shall abide by Michigan Public Act 152 of 2011 to either partially or fully pay the premiums for the employee's healthcare. In the event the City of Fraser continues to use the hard cap option, if the healthcare premium costs fall below the Act's hard cap, then the employer shall put the additional amount up to the maximum of the hard cap into the employee's health savings account. If, for whatever reason, there is still additional funds, those funds shall be deposited into the employee's ICMA account. Additionally, if for whatever reason, an employee is not eligible for an HSA account, then the employer shall place the funds into the employee's ICMA account.

Employees shall have the option of adding additional funds to their HSA account through payroll deduction. Employees shall also have the option of converting the value of unused sick, vacation, holiday, compensatory time and personal leave days into the HSA account.

The employer shall fund their share of the HSA account on August 1, 2012 or as soon as possible thereafter for the fiscal year of 2012. The employer shall fund their share of the HSA account on July 1 of subsequent years.

A. Medical Coverage Upon Retirement

Effective July 1, 2012, upon retirement, those members retiring shall carry the medical insurance as provided in Section 27.1 forward into retirement. The City agrees to provide annual contributions to the member's HSA in an amount equal to 100% for the first year and 85% of the single deductible of \$3,000 or \$6,000 for two person and family plans. Once a retiree is Medicare eligible the City agrees to provide a supplemental coverage to Medicare or Medicare Advantage Plan so as to provide coverage as close to the prior benefits as is allowed by law or insurance availability.

27.2: An employee, after verifying that he/she is covered by health insurance through a spouse, may elect not to participate in either health plan currently offered to employees in the bargaining unit.

A. In such event, that employee who elects not to participate in such plan shall be paid monthly as shown below provided employee has been in a plan for one year prior to election to be paid in lieu. Should the reason be for marriage, reimbursement will be based upon program chosen prior either BC/BS or Network for either two person or family depending on dependents. New hires requesting will receive reimbursement based on the Network only.

	<u>BC/BS</u>	<u>Network</u>
Two Person	\$225.00	\$175.00
Family	\$275.00	\$205.00

With the above rates no employee contribution would be required.

ARTICLE 28 **LONG-TERM DISABILITY INSURANCE**

28.1: The Employer shall provide, for all full-time dispatchers through an insurance plan, a long-term Disability program that will be a minimum benefit plan as follows:

Following a period of ninety (90) days of total disability, employees covered under this Agreement will receive in accordance with the provision of the insurance company in effect at the time of total disability, the benefits of:

Sixty six and two-thirds percent (66 2/3%) of current base earnings at time of disability to retirement of 65 years of age not to exceed \$3,000 per month.

28.2: The Employer reserves the right to choose the carrier for the long-term Disability benefits. Each employee will, within a reasonable time following eligibility, receive from the insurance carrier, a certificate of insurance. All beneficiary changes and claim processing is the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

ARTICLE 29 **RETIREMENT**

29.1: Each full-time employee shall be eligible to retire at the age of fifty (50) with twenty-five (25) years of service or fifty-five (55) with ten (10) years of

service, optional with employee, provided that an employee shall be allowed to work a sufficient period to entitle the employee to receive full vacation for the calendar year in which the retirement is to take place. The City shall, after this type of retirement, pay for hospitalization, medical and surgical insurance, dental and vision care insurance plus prescription drug coverage for the employee and spouse. Life insurance will be provided for each retiree in the amount of \$5,000.00, paid by the employee.

29.2: Effective July 1, 1996, the defined benefit pension shall be funded by the City with the employee making a contribution of 3% of total payroll paid at pre-taxed dollars. Each employee shall be fully vested in the defined benefit pension plan after 6 years of full time service. Each employee shall receive pension benefits upon filling the requirements as stated in section 29.1. The employee shall receive a multiplier of 2.25% per year of service upon completing the necessary requirements. After this type of retirement, the employee shall be eligible to receive health insurance of medical, dental, eye care, and prescription drugs at no cost to the retiree for the employee and their spouse.

For all employees hired after June 27, 2007 the employee contribution into the retirement system will be set at 5% of total compensation per pay period. Medical coverage to be provided to retiree and spouse only at time of retirement. Subsequent spouse covered only at retirees' expense.

Effective January 1, 2004 the multiplier of 2.25 % per year of service will be increased to 2.50% per year of service and the employee will make an additional contribution weekly effective the first pay of January 2004 of 1.71% making the total employee contribution 4.71%.

Effective August 1, 2012, or as soon as possible thereafter, the employee shall make a contribution of 5.5% of total compensation into the retirement system.

Effective July 1, 2013, the employee shall make a contribution of 6.0% of total compensation into the retirement system.

Effective July 1, 2014, the employee shall make a contribution of 7.0% of total compensation into the retirement system.

The employee's contribution to the pension shall automatically roll back to 5% of their total compensation in the event that legislation requires that the employee's pension benefits are decreased in any way.

The employer shall contribute to the pension system as if the employees were not contributing anything over the 5% of their total compensation.

29.3: The Union agrees to combine Dispatchers Pension Plan into one Citywide Plan.

29.4: Effective July 1, 1999 for all new hires after July 1, 1999 the City contribution to retiree insurance will be provided based upon 4% per year of service, the balance of the cost will be the retiree's responsibility. Any employee hired after July 1, 1999 who leaves and defers pension benefits to any retirement age is not eligible for insurance benefits.

Employees hired after July 1, 2009, shall not be eligible for retiree medical. The City will adopt the Vantage Care Retirement Health Savings Plan as administered by the ICMA-RC. Both the employer and the employee shall be required to contribute \$1250 each on an annual basis into this Plan. Depending on the statutory applicability, the employee may be allowed to contribute more to the Plan.

ARTICLE 30 RESIDENCY

30.1: All full-time and regular part-time dispatchers hired after July 1, 1985 shall reside within the boundaries of Macomb County, that portion of Oakland County south of what would be equal to the north border of Macomb County then east of U.S. 24 south to the point of US 24 intersects Interstate I-75 South to the line equal to the south border of Macomb County and that portion of St. Clair County south of the north border of Macomb County or within a 25 mile radius of the borders of the City of Fraser.

ARTICLE 31 LAYOFF AND RECALL

31.1: Layoff shall be made in conformity with the principle of seniority, i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled.

31.2: Should the Employer decide to lay off dispatchers, it is understood that all part-time dispatchers within this bargaining unit shall be laid off before any full-time dispatcher is laid off.

31.3: All full-time dispatchers shall have the right to be rehired before any part-time dispatcher is hired.

ARTICLE 32 PART-TIME EMPLOYEES

32.1: Part-time employees shall be eligible for economic benefits as provided for in Article 15, Article 18, and Article 20. Part-time employees are not eligible for

any other economic benefits, but are included in all other revisions of this agreement.

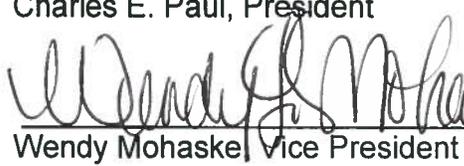
Police Officers Labor Council:



Duane Smith, Business Agent



Charles E. Paul, President



Wendy Mohaske, Vice President

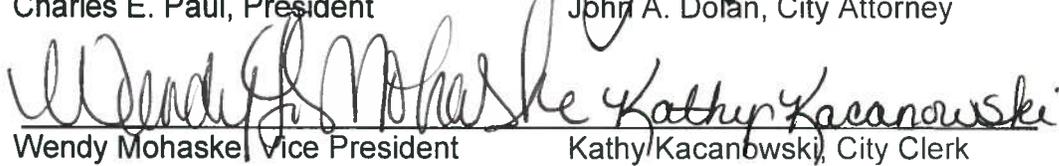
City of Fraser:



Richard E. Haberman, City Manager



John A. Dolan, City Attorney



Kathy Kacanowski, City Clerk