

AGREEMENT

between

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

and

CITY OF FRASER

PUBLIC SAFETY DEPARTMENT

Effective July 1, 2012 through June 30, 2015

AGREEMENT

THIS AGREEMENT, entered into this _____, 2012__, between the City of Fraser, County of Macomb, State of Michigan, hereinafter referred to as the "Employer" or "City", and the Police Officers Association of Michigan, hereinafter referred to as the "UNION" or "POAM". This Agreement is to supersede any and all previous Agreements.

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

ARTICLE I PURPOSE AND INTENT

1.1: 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.

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

1.3: 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.

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

ARTICLE II RECOGNITION

2.1: 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.

2.2: It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of any individual bias, race, creed, or organization activity or membership in any specific group.

A. The provisions of the Agreement shall apply to all full time paramedics and public safety officers employed by the Department of Public Safety of the City of Fraser, excluding supervisors and all other employees.

B. For the purpose of the Agreement, "employee" refers to all Public Safety Officers and Paramedics covered by this Agreement unless specifically excluded. AEmployee/8-hour@ refers to those employees working an eight (8) hour day, forty (40) hour week work schedule; also, employee/24-hour@ refers to those employees working a twenty-four (24) hour day, fifty-six (56) hour week work schedule.

ARTICLE III REPRESENTATION

3.1: 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 the POAM. The City agrees to negotiate with the committee.

3.2: 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 administration of this Agreement. Provided, however, that the time and place, and number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested, in writing, not less than three (3) secular days prior to the scheduled date.

3.3: The President and his designated assistant shall be allowed two days off, per year, for the purpose of Union business days and/or POAM Convention. Said days off shall be with full pay, and shall be taken at the discretion of the Union President.

ARTICLE IV AGENCY SHOP

4.1: 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.

4.2: 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 fee 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 discharge any employee in violation of this Agreement).

4.3: The City agrees to deduct such Agency Shop fees or service fees by employee filling out a payroll authorization form.

4.4: The City agrees to forward the dues and agency shop fees to the Treasurer of the FPOA, once monthly, along with a list of the employee's names.

ARTICLE V

APPOINTMENT, PROMOTION, DEMOTION, DISCIPLINARY ACTION

5.1: Act 78, Public Acts of 1935, as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority (except grievances).

5.2: Effective April 18, 1991, Act 78, Public Acts of 1935, as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority, except grievances, which shall be governed by Article VIII, and the probationary period, which shall be two (2) years for all new employees. Provided, however, that a new employee shall not be required to meet any residency requirement until such new employee is guaranteed permanent employment (i.e., is no longer subject to the foregoing probationary period), either at the end of two (2) years from the date of hire, or at such earlier date if the two (2) year probationary period is waived by the Employer.

ARTICLE VI

SENIORITY

6.1: A seniority list shall be furnished to the Union by the City at the beginning of the fiscal year. This list shall include all Public Safety Officers covered by this Agreement. A second list shall be furnished for non-public safety paramedics. Seniority will start from date of hire into the Public Safety Department as Public Safety Officer or paramedic. Job classification will have no bearing on a member's place on the lists.

ARTICLE VII

STRIKES AND LOCKOUTS 7.1: Neither the Union nor any person acting in its behalf, shall 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, or fail to perform the proper performance of an employee duties) for any purpose whatsoever during the term of this Agreement. 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 VIII
GRIEVANCE PROCEDURE

8.1: It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any disputes that may arise between them concerning the application and interpretation of this Agreement. To that end, the informal resolution of grievances at the lowest level of supervision is encouraged.

8.2: All grievances shall be timely and filed within ten (10) business days of the event, occurrence, or knowledge of the facts given rise to the grievance or no such grievance shall be considered to exist.

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 it to the Director, within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) business days of 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 either to arbitration or Act 78 Civil Service Board, but not both.

Step 4: Arbitration.

1. The party desiring arbitration shall notify the other party in writing of their intent to arbitrate within ten (10) working days after receiving the written answer from the City Manager. If no written answer has been submitted by the City Manager, then said intent

to arbitrate shall be submitted twenty (20) days after the grievance has been submitted to the City Manager. If the Union and the City

are then unable to agree upon an arbitrator, the party requesting arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.

2. 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.

3. 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.

4. 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.

5. 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. 6. The expenses of the Arbitrator shall be shared equally by the parties.

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

8.4: The Union may be allowed reasonable time for the representation of an officer or officers who are aggrieved, providing the officer or officers advise the shift commander.

8.5: Miscellaneous. Any grievance not appealed within ten (10) working 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 IX
SEPARABILITY

9.1: In the event that any provisions 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 X
MANAGEMENT RIGHTS

10.1: 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 division, to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time and 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, and rules and regulations of the Act 78 Police and Fire Civil Service Commission.

ARTICLE XI
UNION RIGHTS

11.1: The Union and the City further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time relating to the working conditions and compensations of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth. Except as provided in this contract. 11.2: The City agrees to furnish and maintain a suitable bulletin board in a convenient location mutually agreed upon, for the exclusive use of the Union. Such bulletin board will be used for the posting of Union notices and other material.

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

11.4: A reasonable number of PSO's and Paramedics shall be on duty at all times to insure the safety of the PSO's.

11.5: 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 had 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.

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

11.7: The Union may be allowed reasonable time for the representation of employee(s) who are aggrieved, providing the employee/employees shift commander is advised.

ARTICLE XII REOPENING OF CONTRACT

12.1: 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 the Union and the City Manager.

ARTICLE XIII

MAINTENANCE OF CONDITIONS 13.1: 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 this Agreement. This Agreement shall supersede any rules and regulations governing the Public Safety Department including rules and regulations of Act 78.

13.2: In the event said acts are modified or amended during the term of this Agreement, the provisions of this Agreement relating to said modifications and/or amendments shall be a subject of negotiation between the parties and changes subject to these modifications and/or amendments may be made by mutual agreement of both parties.

13.3: Scheduling. 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 72 hours notice of the scheduled change. A prolonged illness for an 8 hour employee shall be defined as one which exceeds 7 calendar days.

The work schedule for an employee/24-hour shall be prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended and shall average fifty-six (56) hours per week. For the purpose of this Agreement, a day shall constitute twenty-four (24) consecutive hours of duty and a schedule shall constitute twenty-seven

(27) consecutive days. All schedules shall be posted fourteen (14) days prior to implementation. Once a schedule goes into effect no changes shall be made in that schedule, except in cases of personal injury or prolonged illness; then the member=s work schedule can be changed when the affected member is given twenty-four (24) hours notice of the schedule change.

13.4: Shift Assignments. Shifts for each schedule year (July to July) shall be picked by seniority. The selection shall be made prior to March 31st of each year for the following schedule year commencing in July following the schedule date.

All Special Assignments will begin on the first schedule of each fiscal year. This includes SIU, CID, Prisoner Transport, K-9, DARE, School Liaison, and Traffic unless mutually agreed to by the Union and the City..

ARTICLE XIV
WAGES

14.1: The following salary schedule for public safety officers shall be in effect from July 1, 20012, through June 30, 2015.

There will be a wage freeze in that no salary increases are being offered. Normal "step increases" such as those for promotion, increased years of service and other related events covered in this agreement will be honored. .

Start	48,003
6 months	51,960
12 months	56,135
24 months	60,200
36 months	65,441
48 months	68,334

14.2: All benefits listed in the bargaining agreement will apply to the paramedics with the exception of those exclusively for PSO's. Union and City to decide which ones are applicable.

ARTICLE XV
HOLIDAYS

15.1: Paid holidays shall be as follows:

New Year's Day	Employee's Date of Hire
New Year's Eve	Veteran's Day
Presidents Day	Thanksgiving Day
Easter Sunday	Christmas Day

Memorial Day	Christmas Eve
Labor Day	Employee's Birthday
4th of July	

15.2: Any "employee/8-hour" not working on a holiday will receive eight (8) hours pay for that day. Any employee/24-hour@ not working on a holiday will receive eleven point two (11.2) hours pay for that day, the equivalent of one-fifth (1/5) of one (1) week's pay. Any employee who works on a holiday will receive holiday pay in addition to the regular day's pay.

15.3: There will be no transfer of holiday time to the vacation bank. The employee shall receive pay for any holiday time not taken as furlough during the course of the year.

15.4: Premium Holidays: Any public safety officer assigned to road patrol or medic will receive pay equivalent to 2 times the normal rate of pay for that officer for hours actually worked on any shift on Easter holiday, July 4th, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, Memorial Day, and New Years Day. Any PSO assigned to road patrol or medic who is forced to work on one of the premium holidays shall be paid at two times their normal rate of pay for all hours worked. This section will in no way affect the language set forth in section 15.2 of this Agreement.

Members of the bargaining unit assigned to the First Shift/Midnights will receive premium holiday pay when they actually work on December 25th; December 26th; January 1st; January 2nd.

ARTICLE XVI SICK LEAVE

16.1: All employees shall be entitled to sick leave with pay, based on one (1) day per month for each "employee/8-hour" and eleven and two-tenths (11.2) hours per month for each employee/24-hour,@ at the employee=s straight time rate of pay. Sick leave shall have a maximum accumulation of one hundred (100) days for each "employee/8-hour" and fifty-eight (58) days for each employee/24-hour.@ One-half (2) the accumulated sick leave shall be paid the employee upon retirement or honorable separation from the department or to his dependents upon death at his present rate of pay. If the employee should die in the line of duty, his family will be paid the full amount

of sick days accumulated by the employee. The formula for payment of sick time is total number of hours earned in a fiscal year minus the total number of hours taken sick. If an employee uses more sick time than earned in a fiscal year, regardless of when sick time is taken, he is not entitled to any sick time pay.

16.2: The employee accumulating sick days shall have the choice at the end of the fiscal year to bank all the accumulated sick days earned during the fiscal year or to

receive pay for one-half (2) of his unused sick days and to bank one-half (2) of his unused sick days up to an accumulation of fifty (50) sick days, for each

"employee/8-hour" or twenty-nine (29) sick days for each Aemployee/24-hour.@ This option may be exercised anytime an "employee/8-hour" falls below fifty (50) accumulated sick days or Aemployee/24-hour@ falls below twenty-nine (29) accumulated sick days. The choice to receive pay for one-half (2) of the unused sick days shall be made in writing to the employee's Shift Commander. This option shall not be exercised unless the employee has a minimum of twelve (12) days remaining in the sick leave bank.

16.3: After an "employee/8 hour" has accumulated fifty (50) sick days in the bank or an Aemployee/24 hour@ has accumulated twenty-nine (29) sick days in the bank, he must take pay for one-half (2) of his unused sick days each year until he reaches an accumulation of one hundred (100) days for an "employee/8 hour" or an accumulation of fifty-eight (58) days for an employee/24 hour@ in their respective sick leave banks.16.4: After an "employee/8-hour" has accumulated one hundred (100) sick days in the bank or an Aemployee/24-hour@ has accumulated fifty-eight (58) sick days in the bank, he will be paid at the rate of three-fourths (3/4) of his unused sick days at his current rate of pay.

16.5: Serious illness of husband, wife or child shall warrant the use of sick leave by the employee and will be deducted from his accumulated sick leave days. Employees may be granted a sick day to attend a Mother or Father for illness, provided approval is given by the Director of Public Safety. No more than two (2) sick days will be taken in any one instance to care for a Mother or Father.

16.6: Sick pay will be paid on the same date as the last paycheck of the fiscal year.

16.7: Exhausted Sick Leave. In case of illness, the employee may use vacation and/or accumulated holidays, if needed, if all sick leave and other benefits have been exhausted subject to the following provisions:

A. If a member is out of sick leave, he will be taken off the payroll when absent.

B. When an employee is absent for more than five (5) consecutive days, the Director will authorize transfer of other leave days upon receipt of a medical D

doctor's certificate explaining the illness or incapacity which prevented the employee from reporting.

16.8: A bonus of \$325.00 will be paid to an employee that does not use more than two sick days in a fiscal year. The bonus shall be paid by the second paycheck of the

succeeding fiscal year. Upon separation from employment, the bonus will be pro-rated for partial year credit.

ARTICLE XVII FUNERAL LEAVE

17.1: If a death occurs among the employee=s immediate family such member will be granted three (3) days funeral leave, not to be deducted from his sick bank provided that such leave may be extended to five (5) days within the discretion of the Director of Public Safety based on individual circumstances such as an out-of-town funeral over 250 miles from the City, or other reasons acceptable to the Director.

17.2: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, mother-in-law, father-in-law, grandparents, grandparent-in-law and grand-child.

17.3: 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.

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

17.5: When on funeral leave, it is understood that the employee will be given funeral leave to arrange for or attend the funeral and burial. 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 home, church or cemetery.

17.6: Funeral leave will not be granted on any scheduled pass days. However, a member may be granted funeral leave prior or after any pass days, providing he meets the requirements in Section 17.5.

ARTICLE XVIII INSURANCE

18.1: The Employer shall provide and the employee shall accept the following amounts of group life insurance and accidental death and dismemberment (A.D.& D.): Following thirty (30) calendar days of employment, all 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 forms needed for claims and beneficiary changes.

18.2: Each employee, upon retirement, will have the opportunity to retain five thousand (\$5,000) dollars worth of life insurance under the City's group plan with the premium to be paid by the retiree.

ARTICLE XIX

HEALTH INSURANCE

HOSPITAL, MEDICAL, SURGICAL, PRESCRIPTION, DENTAL AND VISION CARE

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 till 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, 2013 for the fiscal year of 2013.

19.1 Dental with Orthodontia. Benefits will be determined by the master insurance contract in effect at the time of claims. Effective January 1, 2003, a \$1,500 lifetime limit per person will apply.

19.2 Vision Care. Each employee covered by this agreement will be provided with a Vision care plan, including the employee's family (dependent children to be covered until the age of twenty-five (25), if deducted on the most recent Internal Revenue Service tax years as a dependent). This benefit will become effective the first of the month following thirty (30) calendar days of employment.

19.4: If the member chooses to participate in a plan that includes a member's contribution to premium cost, it will be contributed in the following manner:

- A. A pre-tax cash deduction per pay check equal to the premium share divided by 26.
- B. A deduction from the employee's sick leave bank at six month intervals equal to the number of hours that equal one-half of the annual premium share. These hours will be counted as sick time used, when calculating the employee's sick pay, per section 16.2, 16.3, 16.4 of this agreement. This will not count as sick time used for purposes of the bonus that is detailed in 16.8 of this agreement.
- C. A deduction from the employee's other banks, i.e., vacation or personal leave at six month intervals equal to the number of hours that equal one-half the annual premium share.
- D. If option 2 or 3 above are selected by the employee and that employee fails to maintain the required number of hours in the bank chosen, the premium share will be deducted from the employee's paycheck in equal amounts over the next four pays.

19.5: The City will continue to assume the full cost of these plans for the immediate family upon the death of an employee when such death occurs in the line of duty and this coverage shall continue until the remarriage of the spouse and/or until the minor children attain the age of eighteen.

If an employee dies prior to retirement, but not in the line of duty, the spouse and dependents shall be provided HMSPDV benefits (per COBRA), with the City funding the costs of said benefits for a maximum of ninety (90) days.

19.6: Upon the retirement of an employee whose date of hire is prior to July 1, 1999, the City shall assume the full cost of the coverage for both the retiree and the spouse. This provision includes employees retiring prior to July 1, 1999, but who do not begin to receive a pension until on or after July 1, 1999. For employees hired after June 30, 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. An employee hired after June 30, 1999, that leaves service with a vested pension but is not eligible to receive a pension benefit until attaining retirement age, will not be eligible for insurance benefits. Members who are hired prior to July 1, 2009, but who retire after implementation of this agreement will be provided a retiree health care benefit that is the same as that provided to him/her at the time of their retirement. Members hired after July 1, 2009, shall not be eligible for retiree medical coverage. The employer will adopt the Vantage Care Retirement Health Savings Plan administered by the ICMA-RC. Both the employer and the employee shall be required to contribute \$1250 annually into this plan. Depending on the statutory applicability, the employee may be allowed to contribute more to the Plan. These annual totals will be achieved through twenty-six equal payments.

If an employee retires at or after age forty-nine, but prior to age fifty, with twenty-five years of service, the employee must pay for the HMSPDV benefits through the City until the age of fifty. The employee will pay one hundred two percent of the City's cost in accordance with applicable provisions of COBRA. After age fifty, the City will assume full cost of the coverage.

Any employee retiring prior to age forty-nine, regardless of years of service, will not be eligible for any HMSPDV benefits prior to receiving a pension as defined in Article 33 of this agreement. Upon receiving pension benefits, the retired employee shall receive HMSPDV benefits as provided in this agreement. However, any member forced to retire due to health reasons will not be subject to these requirements, providing the employee has been employed by the City of Fraser for a minimum of ten years. If said employee becomes re-employed and receives health care benefits, the City shall discontinue any duplicate health care benefits, which will not be reinstated at any future date.

19.7: The City shall bear the cost of one physical examination per fiscal year for each member of the bargaining unit. The physical shall include but not be limited to a chest x-ray and electrocardiogram. The cost of said physical shall be paid by the City but will not exceed one hundred dollars per year or two hundred dollars every two years or three hundred dollars every three years. Payment will be made to the employee on the

next disbursement following presentation of the bill to the City Manager or his/her designee.

19.8: A member of the bargaining unit that provides verification of health insurance coverage through a spouse may elect not to participate in either health plan currently offered to members of the bargaining unit. An employee who elects not to participate in such plan shall be paid monthly as shown below provided the employee has been in a City plan for at least one year prior to electing to be paid in lieu of. Should the reason be for marriage of two employees, than reimbursement will be based upon the program chosen prior (either BC/BS or Network) for either the two-person or family rate, depending on dependants. New hires requesting to opt out of health care will receive reimbursement based on the Network rates only.

	<u>BC/BS</u>	<u>Network</u>
Two Person	\$225 monthly	\$175 monthly
Family	\$275 monthly	\$205 monthly

The member contributions to premium that are outlined in article 19.5 will be waived to members receiving the above monthly payment.

ARTICLE XX OVERTIME

20.1: Employees working over the eight (8) hour shift to complete work started on regular shift will be paid at one and one-half (1-1/2) his base pay.

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

Effective July 1, 2009, any member who is ordered to work the eight hour shift beyond his/her scheduled eight hour shift, will be compensated at two times (2X) his/her normal hourly rate for those hours.

20.2: Members being called in to work overtime in the patrol division shall be paid at the 40 hour rate and officers called in to work overtime in the fire division shall be paid at the ~~56~~ 40 hour rate when called in on an emergency fire call in, except in the provisions set forth in Article 21.1 where all members that are called in shall be compensated at the 40 hour rate.

20.3: Members of the bargaining unit may choose compensatory time in lieu of overtime pay. Compensatory time will be awarded at the rate of one and one-half times the actual hours worked. Hours in excess of 50 must be used within the contract year or be paid off in June of each year. Upon promotion, compensatory time will be paid at the rate earned and will be paid within thirty days of promotion.

20.4: Vacation time, compensatory time and sick time earned after January 1, 1997, by members assigned to the 56 hour shift will be pro-rated if/when the member returns to the 40 hour shift at a rate of 56/40. A similar factor will be applied when a member transfers from the 40 hour shift to the 56 hour shift.

ARTICLE XXI
CALL BACK

21.1: An employee called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours pay at time and one half (1-1/2), and time and one half (1-1/2) for each additional hour thereafter, except, however, an employee called into work within one (1) hour prior to the start of his regular shift will be paid at one and one-half (1-1/2) times his base pay for the time actually worked.

ARTICLE XXII
COURT TIME/JURY DUTY

22.1: When required to attend court while not on duty, an employee shall receive time and one-half (1-1/2) for each hour with a minimum of three (3) hours pay at time and one-half (1-1/2) of the officer's current rate. This shall also pertain to hearings at the Liquor Control Commission, License Appeal Board and Civil Service Hearings. If the Union requests an employee to appear at any Civil Service Hearings, it will be the Union's responsibility. The employee required to attend court, as specified above, will be paid at the forty (40) hour rate.

22.2: When an officer is ordered to appear by court subpoena but is deemed not to be needed to appear by the department, that officer will be on "stand by" and required to appear if notified during the first two hours following the time named on the order. Said officer will be compensated a minimum of two hours at time and one-half his/her regular rate of pay while on "stand by."

22.3: A rotating list shall be maintained to guarantee equal opportunity in the distribution of all special overtime. This list shall be posted on the bulletin board.

22.4: Any employee required to serve on jury duty will suffer no loss of pay or benefits. If on jury duty, the employee will turn jury duty pay into the City. If off duty, the member 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.

22.5: Attendance in Court While on Duty Disability. Officers on duty disability are assigned to shift II and if able to appear in court, will not be paid court time. The employee will have the responsibility to notify a command officer of his unavailability for court due to disability. The City will be responsible to notify the court of the unavailability of the officer.

ARTICLE XXIII
VACATIONS

23.1 Employees shall be entitled to vacation time per the following schedule:

	8 hr shifts	24 hr shifts
0-2 years	80 hours	224
3-4 years	160 hours	224
5 – 9 years	200-hours	280
10 years	208 hours	291.2
11 years	216 hours	302.4
12 years	224 hours	313.6
13 years	232 hours	324.8
14 years	240 hours	336
15 years	248 hours	347.2
16-years	256 hours	358.4
17 years	264 hours	369.6
18 years	272 hours	380.8
19 years	280 hours	392

23.2: Vacation shall be earned on a calendar year basis and shall be pro-rated for less than a full year of service.

23.3: All members shall draw vacations by seniority. There is a forty (40) day or three hundred twenty (320) hour cap on accumulated vacation time, and those employees currently over three hundred twenty (320) hours will be given two (2) years to liquidate any hours over three hundred twenty (320). Vacation selection for employee/24 hour@ personnel will continue as is.

23.4: Members of the bargaining unit may “cash in” accumulated vacation days, but that will only be allowed in June or December of any given year. However, for purposes of pay-off at time of retirement, resignation or death the maximum accumulation paid for will not exceed 400 hours for an 8-hour employee

23.5: Each employee will be credited with one half (2) his vacation days on January 1 and with one half (2) his vacation days on July 1 of each year.

23.6 Spot furloughs: Once a schedule has been approved and posted PSO's may submit a request for furlough time if there are more than the minimum manning of three (3) PSO's scheduled for the shift. Once approved the employee requesting leave shall contact the on-duty supervisor three (3) hours prior to the start of his/her shift to confirm the approved request. If five (5) or more PSO's are schedule for the shift, the confirmation call is not required and the furlough day shall be granted. Management reserves the right to cancel spot furloughs with three hour notice.

ARTICLE XXIV
LONGEVITY

24.1: All members of the bargaining unit hired prior to July 1, 2008, shall receive longevity pay the first paycheck of the month following their anniversary date, based on the rate of \$1095.00 per year of service commencing on the employee's fifth anniversary date. There is no cap on the amount of longevity pay. Upon separation from the department, a pro-rated amount will be paid for any partial year of service.

24.2: Members of the bargaining unit hired on or after July 1, 2008, will receive longevity pay the first paycheck of the month following their anniversary date per the following formula:

After 5 years of service.....\$ 52500 each year
After 10 years of service.....\$1050.00 each year
After 15 years of service.....\$1575.00 each year

Upon separation from the department, a pro-rated amount will be paid for any partial year of service.

24.3 Members of the bargaining unit hired on or after July 1, 2012 will not be eligible for any longevity pay unless they have served a minimum of 10-years with the City.

ARTICLE XXV
CLOTHING AND CLEANING ALLOWANCE

25.1: Each employee covered by this Agreement shall receive a clothing allowance each year in the amount of six hundred seventy five (\$675) dollars. This allowance is to be used to purchase uniforms, uniform shoes, and other miscellaneous items not furnished by the department.

25.2: Each employee covered by this Agreement shall receive a cleaning allowance of six hundred seventy five (\$675) per year.

25.3: Both clothing and cleaning allowance are to be paid at the beginning of each fiscal year.

25.4: Cleaning and Replacement of Uniforms. Normal cleaning and replacement of uniforms will be the individual employee=s responsibility and paid for from the clothing and cleaning allowance given each employee. If there is cleaning or replacement of uniforms caused from firefighting, during an arrest, or performing assigned duties, the claim for the adjustment will be made through channels to the Director. The Director will see that payment is made to the employee.

25.5: Pro-ration of clothing and cleaning allowance may occur upon retirement. Clothing and cleaning allowance shall be paid at the beginning of the fiscal year. Upon separation from the department, the allowance will be prorated at 1/12 for each month of service if the officer has less than three (3) months credit for that year. If the officer has more than three months of service after the cleaning and clothing is paid, there will be no pro-ration. (15 days of the month will count as one full month when calculating.)

ARTICLE XXVI
FALSE ARREST INSURANCE

26.1: The City shall maintain the same levels of false arrest insurance as is presently in effect. The City shall assume full cost of the policy. Policy statement on riots and civil disturbances to be included in contract.

ARTICLE XXVII
EDUCATION

27.1: Each employee covered by this Agreement shall receive an education allowance upon completion of a certificate in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance of \$1,008.00 shall be paid upon the submission of a certificate showing completion of all subjects in said course.

27.2: Each employee covered by this agreement hired prior to November 1, 1996 shall receive an education allowance upon completion of an Associate Degree in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance of \$1,344.00 shall be paid upon the submission of an Associate Degree

27.3: Each employee covered by this agreement hired prior to July 1, 2008, shall receive an education allowance upon completion of a Bachelors Degree. Said education allowance of \$2,016.00 shall be paid upon the submission of a Bachelors Degree. Non-Public Safety Paramedics shall receive an educational allowance upon completion of a Bachelors Degree in Fire Administration or Fire Science.

Members of this bargaining unit hired on or after July 1, 2008, shall receive an education allowance for attainment of the Bachelors Degree in the amount of \$1000.00 annually. Compensation for this will be made in the same manner as has been traditionally done in the above paragraph.

27.4: Each employee covered by this agreement hired prior to July 1, 2008, shall receive an education allowance of \$2,687.00 after the member has attained a Masters Degree.

Each member of the bargaining unit hired on or after July 1, 2008, shall receive

an education allowance for attainment of the Masters Degree in the amount of \$2000.00. Compensation for this will be made in the same manner as has been traditionally done in the above paragraph.

27.5:—Employees who achieve a Bachelors or Masters Degree specifically but not limited to the following courses of study, will be eligible for the educational allowance: Criminal Justice, Fire Science, Public Administration, Business Administration/Accounting, Technology, Communications, Political Science, Computer Science, Leadership, Communications, Sociology, Psychology, Counseling, and Nursing.

The college or university shall be a qualified institution located in the United States and be authorized to conduct business in the United States. The college and university shall be an institution of higher education as that term is defined in 20 USC 1001,

located in the United States, or the Council for Higher Education Accreditation (CHEA). On-line classes will be accepted provided they fall within the listed provisions

27.6: The schedule of education allowances shall be paid each week based on the dollar amounts divided by 52. The education allowances shall commence on the pay period following the submission of the certificate or diploma of completion of said course and shall continue until a higher degree of education or higher rank is obtained. Said education allowance shall be retroactive to the date of graduation or promotion.

27.7: All PSO'S who are EMT's will be compensated \$2,000.00 per fiscal year. Those choosing to seek EMT training after that date will attend all training on City time and expense and will be compensated \$1,200.00 per fiscal year. Renewal of training and maintenance of license will be at employee=s expense. Upon renewal of EMT license, PSO compensation for EMT certification will increase to \$2,000.00 per fiscal year.

PSO's with an EMT'S (Specialist) will be compensated \$2,200.00 per fiscal year. All training, retraining, and maintenance of license will be at employee=s expense.

PSO's with Certification as an EMT-P (Paramedic) will be compensated \$3,400.00 per fiscal year. All training, retraining and maintenance of license will be at employee=s expense.

27.8: A paramedic assigned to the fire division and selected by the Director of Public Safety shall receive a premium of \$1000 per fiscal year for attaining and maintaining a state license as an E.H.T. Instructor/Coordinator. Said premium will be paid in the first

payroll in December and will be pro-rated for a partial year's credit when applicable, and be pro-rated at the time of retirement.

ARTICLE XXVIII
SHIFT DIFFERENTIAL

28.1: Each employee who works an afternoon shift will receive \$110.00 per each twenty-eight (28) day shift worked during the fiscal year, paid in June.

28.2: Each employee who works a midnight or one of the two swing shifts, will receive \$200.00 per each twenty-eight (28) day shift worked, paid in June. Any employee/24 hour covered by this Agreement assigned to work a swing shift shall be eligible to receive a swing shift premium of \$2,000. If the swing shift assignment is changed from one employee to another, the two thousand dollars annual premium is to be pro-rated. In determining any pro-rated amount, a full month credit shall apply to any portion of a month worked in the swing shift assignment.

28.3: Field Training Officers will be compensated one hour at time and one-half their normal rate of pay for each 8 hour day the FTO is assigned a trainee.

28.4: Members of the bargaining unit assigned to the following duties shall receive the equivalent of afternoon shift premium as described in 28.1: Detective Bureau, Court Officer, Youth Officer, DARE Officer, Crime Prevention Officer, COPS officer and Motor Traffic Officer.

ARTICLE XXIX
DUTY INCURRED INJURY

29.1: All employees injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under Michigan's Worker's Compensation Law.

29.2: In addition to the minimum amount required by the Law, the City shall pay an additional sum not to exceed the difference between the employee's regular salary and the amount of compensation.

29.3: Such additional payment shall be made for a period not to exceed one (1) year. In the event the employee receives a lump sum payment it shall be treated as if weekly compensation had been received and paid out as above.

29.4: Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his Worker's 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 Worker's Compensation Act.

The City shall provide each employee covered by this agreement with income for any duty-incurred disablement which results in any disability lasting over ninety (90) days. The City will provide income for the employee which will equal sixty percent (60%) of

the employee's current rate of pay until he reaches the age of sixty-five (65). All employees must submit to appropriate application procedures for coverage as required by the City.

29.5: 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.

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

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

29.8 In the event an employee is required to complete a fitness of duty examination by the City, following such employee being identified as fit to return to work, by the Workers Compensation insurance provider, such employee shall be entitled to compensation for an eight (8) hour day, regular rate, no overtime, during the period of time such employee otherwise would have worked, if return to duty had occurred. If this occurs after one-year then compensation will be consistent with 29.3.

29.9 In the event that the fitness for duty examination and evaluation process is delayed, as a result of any unreasonable acts or omissions of the employee, the employee shall not be entitled to compensation during any such period of delay. An example would be, an employee cancelling, or otherwise failing to appear for an examination without a fully documented reasonable excuse. In such situation, the employee would not be paid from the date of the scheduled examination, until the date of the completed re-scheduled examination.

ARTICLE XXX

LOSS OF PERSONAL PROPERTY

30.1: 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 two hundred fifty dollars (\$250.00), suffered during an arrest or performing his assigned duties. Employees must produce receipts for replacement item being claimed.

30.2: 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 the employee has exhausted the clothing allowance outlined in section 25.1 of this Agreement. It is the employee's responsibility to provide all the necessary documentation to illustrate that his/her clothing allowance was exhausted. Employee must produce receipts for replacement item being claimed.

ARTICLE XXXI
CONTAGIOUS DISEASES

31.1: The City shall provide vaccinations for the prevention of Asiatic, or other flu and viruses, and such other vaccines as may be deemed necessary, from time to time when outbreaks of epidemic nature are indicated.

31.2: Should an employee contact a contagious and/or communicable disease such as, but not limited to, meningitis, diphtheria, etc., during the performance of his duties, he shall be protected as he would under duty incurred injuries or disability.

ARTICLE XXXII
PERSONAL BUSINESS LEAVE

32.1: Effective July 1, 2009, each "employee/8 hour" shall be granted five (5) scheduled work days off per fiscal year and each employee/24 hour@ shall be granted three (3) scheduled work days off per year at the appropriate straight time rate for personal business.

- A. Notification. The department must be notified of such personal business leave one (1) hour prior to the employee's absence. This may be waived by the Director or his designee. It is agreed that on any given day no more than two (2) members per shift of the bargaining unit will be permitted to exercise their personal business day option unless scheduling and minimum manning would allow for more.
- B. Accumulative. Personal business days accumulated from one fiscal year to another and not used shall be paid out to the employee.
- C. In cases of extreme emergency, such as during a civil disorder or other extraordinary circumstances, it may be necessary to deny confirmation of personal business leave days so as to avoid impairment of basic departmental operations.
- D. Holidays. Personal business days shall not be taken on holidays.
- E. Personal leave taken in blocks of less than three (3) hours will be paid to the employee working the overtime for the time actually worked (section 21.1 will not apply in this circumstance).
- F. With the exception of "training days", if the schedule is locked/starred due to a manning issue and a member chooses to use a personal business day, the employer shall call in a member of the unit on overtime to replace that member.

ARTICLE XXXIII
DEFINED BENEFIT/RETIREMENT PENSION PLAN

33.1: The City will provide a defined benefit pension plan with a pre-retirement death benefit.

Effective July 1, 1994, the following schedule shall apply:

- A. An employee who has twenty-five (25) years of service at age 50 (minimum) shall be paid two and one-half (2.50%) of pay times years of service.

- B. An employee who has reached the age of fifty-five (55) and has ten (10) years of service shall be paid at the rate of two and one-half (2.5%) of pay times years of service (cap at 75%).

- C. The pension plan will be solely funded by the City with noted exception of military time buy-back (section 33.2) and item 33.1 D.

- D. Members who begin receiving a pension following January 1, 2003, shall have that pension benefit increased by 10% on the fifth anniversary of receipt of said pension benefit, the pension benefit will be increased by an additional 10% on the tenth anniversary of receipt of said pension benefit. Only two increases will be granted and only to persons who begin receiving a pension after January 1, 2003. Members of the bargaining unit will contribute 2.55% of their gross wages weekly on a pre-taxed basis beginning with the first pay following January 1, 2003.

- E. The member's contribution to the pension benefit will be increase in the following increments as a means of pre-funding future benefits:
 - July 1, 2012 the pension contribution becomes 5.5%
 - July 1, 2013 the pension contribution becomes 6.0%
 - July 1, 2014 the pension contribution becomes 7.0%

An employee who has met the above requirements for retirement shall then be eligible for all hospitalization benefits for the employee and spouse.

33.2: Buy-back Credit for Military Service. A member of the retirement system may be provided credited service for not more than six (6) years of active military service to the United States government provided:

- A. the member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payment is

made multiplied by the years of military service up to the maximum the member elects to purchase:

B. the member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payments are made for the same amount of time equal to the military service for which the member elects to purchase.

C. Any member of the bargaining unit hired after January 1, 1997, that chooses to buy back credit for military service shall pay to the retirement system the cost of years requested per the value as calculated by the actuary in weekly

amounts per year for up to the maximum years the member is requesting. The military time purchased will have no impact on the actual years needed for retirement and that member will have to fill the requirements set forth in Article 33.1(A or B). Time purchased will be in addition to, not in lieu of, actual years worked.

D. Any member of the bargaining unit that chooses to buy back credit for previous employment with a law enforcement agency (certified) other than with the City of Fraser, shall pay to the retirement system the cost of years requested per the value as calculated by the actuary in weekly amounts per year for up to the maximum years the member is requesting. The time purchased will have no impact on the actual years needed for retirement and that member will have to fill the requirements set forth in Article 33.1(A or B). Time purchased will be in addition to, not in lieu of, actual years worked with the City of Fraser.

E. Any member of the bargaining unit that chooses to buy back credit for previous employment with the City of Fraser shall pay to the retirement system the cost of years requested per the value as calculated by the actuary in weekly amounts per year for up to the maximum years the member is requesting. The time purchased will be counted as actual years worked for the City of Fraser when considering Article 33.1(A or B). For example, a member of this bargaining unit with 22 years of service in the Public Safety Department that has purchased 3 years of employment time in another department of the City of Fraser will be considered to have 25 years of employment with the City of Fraser Public Safety Department.

Service shall not be creditable if it is or would be creditable under any other federal, state or local publicly supported retirement system. This restriction shall not apply to those persons who have or will have acquired retirement eligibility under the federal government for service in the reserve.

Any employee desiring to buy retirement credit for military service shall:

A. Notify the City in writing as to his intent;

- B. Provide the City with reasonable proof of time served in the military service;
- C. Notify the City in writing as to the amount of time he wishes to buy back; and
- D. Notify the City in writing as to which pay-back schedule (A or B) he chooses to buy back his military services.

Upon completion of the above, the City will initiate for the employee payroll deduction for military service credit as soon as practical.

33.3: The Union agrees to consolidate its pension plan into one master document that reflects the collective bargaining agreement benefits for each unit.

33.4: Upon retirement members will be allowed to keep their duty weapons and flashlight.

33.5. The Union agrees to reopen this agreement upon the request of the City for possible changes to the pension benefits for new hires only.

ARTICLE XXXIV LONG-TERM DISABILITY INSURANCE

34.1: The Employer shall provide, through an insurance plan, a long-term disability program for any non-duty disablements that will be a minimum benefit plan as follows:

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

34.3: Sixty-six and two-thirds percent (66-2/3%) of current base earnings at time of disability to retirement or 65 years of age not to exceed three thousand dollars (\$4,500.00) per month less any benefits provided under:

1. Primary and full-family Social Security.
2. Worker's Compensation.
3. Accumulated sick leave.
4. Any disability provision under the pension program then in force.
5. Any other monies provided by the Employer under this Agreement.

34.4: 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 beneficiaries changes and claim processing is the responsibility of the employee. The employee will provide reasonable assistance and forms needed for claims or beneficiary changes.

34.5: An employee may elect to delay coverage of Long Term Disability benefits, as covered under Sec. 34.3 of this agreement, until all or part of his time accrued banks are exhausted.

ARTICLE XXXV
SENIORITY-PROMOTION-TRANSFERS-TRAINING

35.1: Assignment Within the Law Enforcement Section. Any assignment other than to the patrol section will be considered a special duty assignment. Special duty assignment shall not be made without being posted for a period of fourteen (14) working days, prior to the assignment of such duty. PSO's returning to road patrol following a special duty assignment must work the road for a minimum of one year before applying for a different special duty assignment unless there are no volunteers. This does not apply to a traffic position.

35.2: Any employee interested in such special duty assignment shall file a written request with the Director of Public Safety requesting consideration for such assignment. Such assignments shall be made by seniority provided that all other qualifications are equal as determined by the Director. The applicant, if denied the assignment, will have the right to appeal through the grievance procedure. Any assignment longer than ninety (90) days will be considered permanent. Officers accepting a Special Duty Assignment that become permanent after ninety (90) days must commit to continue in that assignment for a minimum period of two (2) years. Exceptions may be granted if special circumstances exist as approved by the Director. All special duty assignments will be for the duration of two years, with an addition of one year if the Union and employer agree. The Director is provided with a discretionary extension of any special duty assignment based on case load, case management, or training for a total not to exceed six months.

Any PSO that elects to leave a special assignment before the committed two-year period will fill the shift vacancy after all affected members have made their selections (regardless of their seniority). The PSO electing to leave the special assignment will remain in the opened vacancy until the following shift cycle in July. This also applies to the optional third year commitment.

35.3: Temporary assignments to a position, for reason of emergency conditions, will be left to the discretion of the Director, not to exceed a period of twenty-eight (28) days in length.

35.4: Temporary Special Duty Assignments. Other temporary special duty assignments shall be for a period of not more than 120 days, unless waived by the Union, and at the end of 120 days or more, an employee currently in such temporary assignment, may not be reassigned into said temporary position until other employees who filed a written request are given the same opportunity to take the position.

ARTICLE XXXVI
PUBLIC SAFETY DUTIES
FOR TRAINING PURPOSES

36.1: The City is authorized to hire paramedics for assignment to the fire division. These hires will be members of this bargaining unit and all rights and benefits herein

will apply to this rank unless specifically excluded. The City will be responsible for training of these members as Firefighter 1 and Firefighter 2. The City will have no obligation to provide these persons with police academy training and this rank will have no obligation to obtain police academy certification as a condition of employment. Successful completion of MCOLES standards does not assure these members promotions to the rank of PSO. Recertification and maintenance of EMT-P license will be the responsibility of the employee but the City will pay, directly to the school, \$225.00 for ACLS training for paramedics as required by Macomb County.

36.2: The performance of fire duties will be considered a function of a public safety officer's duties, as follows:

- A. New hires after January 1, 1982, shall assume duties as specified by the Director of Public Safety.
- B. All public safety officers may be assigned on a day to day basis of an eight (8) hour duration at the discretion of the Director in an attempt to rotate the fire service function.

36.3: Temporary assignments to fire duty for reasons of emergency conditions will be left to the discretion of the Director.

36.4: PSO Fire Training. All public safety officers will be required to take periodic fire training in fire service. The length of training shall not exceed 160 hours, in any calendar year after the initial basic training. This 160 hours shall include all fire training, both on and off duty. Fire training shall be at the discretion of the Director, with consideration given to an employees work schedule so as not to interfere with vacation time or scheduled days off.

36.5: All employees of the bargaining unit shall be subject to recall in case of an emergency.

36.6: An individual working on overtime who is overcome by smoke will not be paid an overtime rate while at the hospital or at home. This assumes the three hour minimum pay under the contract is maintained. Overtime will be paid up to the time the employee is admitted to the hospital. If the employee is at home, no pay will be provided.

- A. The decision of an employee's capabilities will be determined by the Director or his designee. There will be no time lost or deduction of pay in these instances.

ARTICLE XXXVII RESIDENCY

37.1: It shall be the responsibility of each member of the bargaining unit to reside within the County of Macomb or that portion of St. Clair County that does not extend north of the north border of Macomb County or any other areas that do not exceed twenty (20) miles from the border of the city of Fraser.

ARTICLE XXXVIII DRUG TESTING

39.1: A drug testing plan submitted by the POAM and found acceptable to the City will be attached to the bargaining agreement.

ARTICLE XXXIX

DURATION OF CONTRACT

40.1: This Agreement shall be effective on and retroactive to the day of July 1, 2012 and shall remain in force and effect to and including June 30, 2015.

40.2: 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.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



James Tignanelli
Business Agent

CITY OF FRASER



Richard E. Haberman
City Manager

FRASER PUBLIC SAFETY
OFFICERS ASSOCIATION



James Ternes, President

, Vice President

APPENDIX A

CONTINUATION OF NEGOTIATIONS

It is hereby agreed that the Union and the City shall continue to negotiate, through the life of this Agreement, consideration or revisions to Act 78.