

Agreement
Between
Police Officers Labor Council
And
Fraser Command Officers Association
And
City of Fraser



Effective July 1, 2012 through June 30, 2015

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July 1, 2012 through June 30, 2015

COLLECTIVE BARGAINING AGREEMENT

This agreement entered into on the first day of July 2012 is between the CITY OF FRASER, hereinafter referred to as the "Employer" or "City" and the FRASER COMMAND OFFICERS ASSOCIATION of the CITY OF FRASER, DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as the EMPLOYEES or UNION. 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.

A copy of this agreement shall be distributed by the City to each employee covered by this agreement.

ARTICLE 1 RECOGNITION

1.1: The employer recognizes the Fraser Command Officers Association of the Fraser Public Safety Department, which is affiliated with the Police Officers Labor Council, as the sole representative of its members covered by this agreement. The employer will negotiate with the Union on matters relating to rates of pay, wages, hours, fringe benefits, working condition and other conditions of employment. The provisions of this agreement shall apply to all command and supervisory personnel below the rank of ~~Deputy~~ Director in the Public Safety Department.

1.2: The employer will not interfere with, discourage, restrain or coerce any employee because of their membership in the Union or any lawful activities therein.

1.3: The Union recognizes its oath of office and will neither participate in or encourage any strikes, work stoppage, slow down or so called "blue flu" but will discharge its duties and responsibilities to the best of its ability, keeping foremost in mind its duty to serve the citizens of the CITY OF FRASER.

1.4: For the purpose of this agreement, "employee" refers to all command and supervisory personnel below the rank of ~~Deputy~~ Director covered by this agreement; "employee/8 hour" refers to those employees working an eight (8) hour day, forty (40) hour work week schedule.

ARTICLE 2 REPRESENTATION

2.1: The employer will deduct from the Union members' wages the monthly dues owed to the Union and will forward the same to the Treasurer of the Union at the beginning of the following month upon presentation of a signed payroll deduction authorization form by the employee.

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2.2: Any and all command and supervisory personnel below the rank of Director shall be represented by the Union in all negotiations by a committee of the Union and the employer shall negotiate with those representatives as provided herein.

2.3: The President of the 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. All meetings must be requested, in writing, not less than three (3) business days prior to the scheduled date.

2.4: The Union may be represented by any person or organization designated by the Union as its official representative.

2.5: Any command or supervisory personnel below the rank of Deputy Director, who are not members of this Union at their date of promotion and have not made application for membership within thirty (30) days from that date, shall, as a condition of employment pay to the Union an amount equal to the Union's regular initiation fee and a weekly service charge in an amount equal to the weekly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement.

2.6: The president and his designated assistants shall be allowed five (5) days off per year, per steward, up to three (3) stewards, for the purpose of Union business and/or Union functions. Said days off shall be with full pay and shall be taken at the discretion of the Union Officers providing sufficient notice is given to the Director for scheduling.

ARTICLE 3

PURPOSE AND INTENT

3.1: 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.

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

3.3: The Union further recognizes that 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.

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

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3.5: The parties hereto, have entered into this agreement pursuant to the authority of ACT 379 of the Public Acts of 1965, (MCLA 423.201-216) as amended to incorporate understandings previously reached and other matters into a formal agreement, without interruption of service to the public as provided by law.

ARTICLE 4
SENIORITY, APPOINTMENT, PROMOTION, DEMOTION
AND DISCIPLINARY ACTION

4.1: ACT 78, Public Acts of 1935, (MCLA 38.501 et seq.) as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority.

4.2: A seniority list shall be furnished to the Union by the City once each fiscal year in July. This list shall include all employees of the bargaining unit. Seniority will start with rank, then if rank is equal to date of promotion; if rank and promotion dates are equal, then placement on promotional list determines seniority.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1: 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.

5.2: 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.

5.3: 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.

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.

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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) 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 within fourteen (14) business days from the last answer or, if no answer is received, from the date it was due.
- B. **Discipline Grievance** not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union either to Arbitration or Act 78 of the Civil Service Board, but not both.

Step 4. Arbitration

- A. The party desiring arbitration shall notify the other party in writing of the request. 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, M.E.R.C., or the Federal Mediation Conciliation Service, for the section of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the appropriate agency.
- 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.

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

5.5: 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.

5.6: 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.

5.7: 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. 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.

ARTICLE 6 SEPARABILITY CLAUSE

6.1: 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 7 MANAGEMENT RIGHTS/WORK SCHEDULES

7.1: 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 it's 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 and rules and regulations of the Act 78 Police and Fire Civil Service Commission.

7.2: 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 Department of Public Safety, except rules and regulations of ACT 78 Police and Fire Civil Service Commission. This agreement shall supersede any rules and regulations governing the Fire Section except rules and regulations governing the Fire Section.

7.3: The Union may, with approval of the Director of Public Safety, conduct meetings using the employer's facilities. Presumption of authority for special meetings is not granted except as noted by prior approval.

7.4: 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

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be a subject of negotiations between the parties and changes subject to these modifications and/or amendments may be mutual agreement of both parties.

7.5: Schedules for all employees shall be posted seven (7) days prior to implementation. A schedule will be considered in effect once the schedule is posted. No changes shall be made in that schedule except in cases of prolonged illness or administrative leave. Then the members work schedule can be changed only when the affected member is given a minimum of seventy-two (72) hour notification. A prolonged illness or administrative leave for an eight (8) hour employee shall be defined as one which exceeds five (5) consecutive days.

ARTICLE 8
ADMINISTRATIVE OBLIGATION

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

ARTICLE 9
REOPENING OF CONTRACT

9.1: 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 10
DURATION OF CONTRACT

10.1: This agreement shall become effective on July 1, 2012 and shall remain in force, in effect to, and including June 30, 2015.

10.2: In the event that negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in force and effect, pending agreement upon a new contract which new contract shall be retroactive to the expiration date of this agreement.

ARTICLE 11
WAGES

11.1: The following salary schedule shall be in effect from July 1, 2012 to June 30, 2015:

Public Safety Sergeant I \$76,532
(1st 24 Months)

Public Safety Sergeant II \$82,273
(After 24 Months)

Public Safety Lieutenant \$90,501

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The Union agrees to a three-year wage freeze. The CITY OF FRASER will consider an annual re-opener for the purpose of discussing possible wage increases once each contract anniversary. Any re-opener approved by the Union will be for possible increases only; the Union will not accept any re-opener for the purpose of a wage decrease.

11.2: For the purpose of this agreement, it is understood that these salary schedules are based on 2,080 hours at straight time for "employee/8 hours

11.3: In the event that the salary of the Public Safety Officer is increased at any time during the course of this agreement the above salaries negotiated by the Union will be increased accordingly.

In the event that the settled salary of the Public Safety Officer is less than the above salaries negotiated by the Union, then the differential will be increased accordingly. (11.3 paragraphs 2, 3 and 4 of current language).

The salary of a Public Safety Sergeant with less than 24 months in grade will be a minimum of 12% above that of a Public Safety Officer; and

The salary of a Public Safety Sergeant with more than 24 months in grade will be 7.5% above that of a Public Safety Sergeant with less than 24 months in grade; and

The Salary of a Public Safety Lieutenant will be a minimum of 10% above that of a Public Safety Sergeant with more than 24 months in grade.

11.4: Any employee covered by this agreement, temporarily assigned to a higher rank, shall receive the full rate of pay of that higher rank, after he has been thus assigned for an accumulative total of forty (40) hours during a twelve (12) month period, commencing July 1 of each year. For the first forty (40) hours the employee shall receive the starting rate of pay of the higher rank.

11.5: A reasonable number of command/supervisory personnel shall be on duty at all times to ensure the safety of the employees.

ARTICLE 12 **HOLIDAYS**

12.1: Paid Holidays observed shall be as follows and Holidays are credited on the day observed:

- | | | |
|-----------------------|--------------------------|-------------------------|
| 1. New Year's Day | 6. Fourth of July | 10. Thanksgiving Day |
| 2. New Year's Eve Day | 7. Labor Day | 11. Christmas Eve Day |
| 3. Presidents Day | 8. Employee Date of Hire | 12. Christmas Day |
| 4. Easter Sunday | 9. Veteran's Day | 13. Employee's Birthday |
| 5. Memorial Day | | |

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12.2: Any employee other than Administrative or Staff personnel that works on the Holiday will receive the Holiday Pay in addition to the regular days pay. Any employee (public safety sergeant) that works on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day, Fourth of July, Labor Day and Memorial Day will receive time and one half for hours worked plus the Holiday Pay.

12.3: Any Employee that works on a Holiday will receive the Holiday Pay in addition to the regular days pay. Administrative and Staff personnel will not normally be scheduled to work holidays. However, they will have the option to work on the following days: Employee Date of Hire, Employee Birthday, Presidents Day, Veterans Day, Christmas Eve, New Years Eve for the holiday pay in addition to regular days pay.

12.4: 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.

12.5: Holidays to be paid on the last pay in June and on the first pay in December at the Officer's current rate of pay.

12.6: Administrative and Staff Personnel are defined as the following: Executive/Administrative Lieutenant, Detective Lieutenant, Fire Lieutenant, Patrol Lieutenant, ~~Fire Marshal~~, Detective Sergeant, SIU Sergeant, or any other title that is not essential to the basic services needed on a daily basis.

ARTICLE 13 **PERSONAL LEAVE DAYS**

13.1: Each "employee/8 hour" shall be granted five (5) scheduled work days off per year at the appropriate straight time rate for personal business. These will be given at the beginning of the fiscal year.

13.2: Requests for personal leave will be granted, provided not more than one (1) employee per function (law enforcement or fire) per shift is on personal leave. Any additional employees on personal leave on the same day beyond one (1) employee per function per shift must be approved by the Director of Public Safety, subject to available manning of the shift affected. The department must be notified of such personal leave day prior to the employee's absence.

13.3: Personal leave taken in blocks of less than three hours will be paid to the employee working the overtime for the time actually worked (3 hour minimum in Section 17.1 does not apply).

13.4: Personal business days are not accumulated from one fiscal year to another. Any personal leave days that are not used within the fiscal year will be paid to the employee per the rates in section 12.2 of this agreement and are payable at the end of the fiscal year and will be included in the last pay period of the fiscal year.

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13.5: 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.

13.6: Personal business days shall not be taken on holidays.

ARTICLE 14 **SICK LEAVE**

14.1: All employees shall be entitled to sick leave with pay, based on 8 hours per month for each "employee/8-hour" at the employees straight time rate of pay. Sick leave shall have MAXIMUM ACCUMULATION of eight hundred (800) hours for each "employee/8-hour." One half (½) of 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.

14.2: The employee accumulating sick days 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 (½) his unused sick days and bank one-half (½) unused sick days up to an accumulation of 400 hours, for "employee/8-hour" This option may be exercised anytime an "employee/8-hour" falls below 400 hours of accumulated sick time. The choice to receive pay for one-half (½) unused sick days shall be made in writing to the employer. This option shall not be exercised unless the employee has a minimum of 96 hours remaining in the sick leave bank for an employee/8 hours.

14.3: After an "employee/8 hour" has accumulated 400 hours in the bank he must take pay for one half (½) of the his unused sick days each year until he reaches an accumulation of 800 hours for an "employee/8 hour" in their respective sick leave banks.

14.4: After an "employee/8 hour" has accumulated 800 hours in the bank, he will be paid at the rate of three-fourths (¾) of his unused sick days at his current rate of pay.

14.5: Serious illness of a husband, wife, or child shall warrant use of sick leave by the employee and will be deducted from his accumulated sick leave days.

14.6: Sick pay will be included in the last pay period of the fiscal year for the previous twelve- (12) months of the last fiscal year. 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 what is earned in a fiscal year, regardless of when the sick time is taken, he is not entitled to any sick time pay.

14.7: 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.

14.8: A sick leave bonus of \$325.00 will be included in the last pay period of the fiscal year to employee's not using more then two (2) sick days in the previous twelve (12)

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month period July through June. Upon separation from employment, the bonus will be pro-rated for partial year credit.

14.9: Serious illness of mother, father, or any member living in the household of the employee may warrant the use of sick leave by the employee, provided approval is granted by the employee's immediate supervisor. No more than two sick days will be granted per occurrence.

ARTICLE 15 **FUNERAL LEAVE**

15.1: If a death occurs among the employee's immediate family, such member will be granted three (3) days funeral leave. Funeral Leave may be extended to five (5) days, with the approval of the Director of Public Safety, based on individual circumstances, such as an out of town funeral, or other reasons acceptable to the Director of Public Safety.

The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, mother-in-law, father-in-law, brother-in-law and sister-in-law, grandparents, grandparents-in-law, grandchild, stepmother-in-law, or stepfather-in-law.

When funeral leave for the death of someone in the immediate family, it is understood that the employee is granted funeral leave for the purpose of making any pre or post funeral and/or burial arrangements, attending the actual services, and bereavement.

15.2: If a death occurs among the relatives of the employee such employee will be granted one (1) day funeral leave.

Relatives are defined as aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law, niece-in-law and nephew-in-law.

Funeral leave granted for the death of a relative is for the purpose of attending the funeral and/or burial services, such as a ceremony, mass, or internment proceedings at a funeral home, church, or cemetery.

15.3: Time off granted as funeral leave will not be deducted from an employee's other accrued banks (sick, vacation, personal leave, holiday or comp. time).

15.4: Funeral leave will not be granted on any scheduled pass day, but can be granted prior to or after any pass days, providing the meets the requirements in the last paragraph of Section 15.1 or 15.2. Funeral leave can be used in lieu of other scheduled time off – sick time, vacation time, personal time, holiday time or comp time.

ARTICLE 16
LIFE INSURANCE

16.1: The Employer shall provide and the employee shall accept the following amounts of group life insurance and accidental death and dismemberment (A.D.& D.):

16.2: Following thirty (30) calendar days of employment, all employees covered under this agreement will be provided with fifty thousand dollars (\$50,000) of life insurance plus a like amount of A.D.& 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 all 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 A.D.& 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.

16.3: 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 17
OVERTIME

17.1: An "employee/8 hour" 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 ½), and time and one-half (1 ½) for each additional hour thereafter, at this current rate of pay.

17.2: A rotating list shall be maintained to guarantee equal opportunity and distribution of all special overtime. This list will be made available to employees.

17.3: An employee working over his regular shift to complete work started on a regular shift, will be paid at one and one-half (1 ½) time his base pay, for the time actually worked.

EXAMPLE:

0 – 4 minutes	0 minutes
5 – 20 minutes	15 minutes
21 – 35 minutes	30 minutes
36 – 50 minutes	45 minutes
51 – 60 minutes	60 minutes, etc

17.4: An employee called into work within one (1) hour prior to start of his regular shift will be paid at one and one-half (1 ½) times his base pay, for the time actually worked.

17.5: An employee called to work any overtime on a holiday will be paid double time for the hours worked, in addition to Holiday Pay. Holidays eligible for double time are numbers 1,2,4,5,6,7,10,11,12 as shown in Section 12.1 of this agreement.

17.6: An employee called in to work on a holiday due to any police, fire, or E.M.S. emergency requiring additional manpower, will be paid double time for all hours worked. Holidays eligible for double time are numbers 1,2,4,5,6,7,10,11,12 as shown in Section 12.1 of this agreement.

17.7: Any Sergeant assigned to the road patrol and is ordered to work beyond his/her scheduled eight hour shift, will be compensated at two times (2X) his/her hourly rate for those hours worked. If the road Sergeant is relieved prior to the eight hour shift, the oncoming road sergeant (who has not been ordered in) will be compensated at the 1 ½ half times (1.5X) his/her rate of pay. Only Sergeants assigned to the road patrol shall be eligible for Sergeant road patrol overtime.

ARTICLE 18

COURT TIME, JURY DUTY, COMP. TIME, STAND-UP PAY

18.1 Court Time: When required to attend court while not on duty, an employee shall be accredited time at one and one-half (1/2) for each hour, with a minimum of three (3) hours. This shall also pertain to hearing 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 a 40-hour rate, at his current rate of pay.

18.2 Court Stand By Pay: Any Officer required to be on stand-by for court will be paid a minimum of two (2) hours pay at one and one half (1 ½) at his or hers rate of pay. ~~The taking of comp time in lieu of pay is not an option.~~

18.3 Jury Duty: Any employee covered by this agreement required to serve on jury duty will suffer no loss of pay or paid benefits but will be paid the difference between jury pay and his regular pay.

18.4 Comp Time: Members of the bargaining unit may choose compensatory time instead of overtime pay. Compensatory time earned by any "employee/8 hours" shall be credited at time and one-half (1 ½) the actual hours worked except if earned per section 17.5 or 17.6. The maximum accumulation of compensatory time will be 50 hours at June 30 of each year; any hours over 50 will be paid off in the last pay period of June of each year. Upon promotion compensatory time will be paid at the rate earned and will be paid within thirty days of promotion.

18.5 Stand-Up Pay: Any police division patrol sergeant required to report to duty fifteen minutes prior to the scheduled starting time will be paid at one and one half (1 ½) at his or hers rate of pay for all time worked. The taking of comp time shall not cause overtime.

18.6 Trading of Days: Subject to department manpower requirements, employees covered by this agreement shall be permitted to trade voluntarily work or leave days with permission of the Director of Public Safety, or his designee.

ARTICLE 19
VACATION

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

“Employee/8 hour”

0-2 years	80 hours
3-4 years	160 hours
5 – 9 years	200-hours
10 years	208 hours
11 years	216 hours
12 years	224 hours
13 years	232 hours
14 years	240 hours
15 years	248 hours
16-years	256 hours
17 years	264 hours
18 years	272 hours
19 years	280 hours

However, for purposes of pay-off at time of retirement, resignation or death the maximum accumulation paid for will not exceed 480 hours for an 8-hour employee.

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

19.3: Vacations will be picked by each employee on the basis of seniority.

19.4: There shall be no maximum on the amount of vacation days an employee may accumulate. However, for the purpose of pay off at the time of retirement, resignation or death the maximum accumulation paid for will not exceed the maximum vacation which can be acquired by an employee in two (2) years based on the fourteen (14) years increment of 480 hours. Upon separation from service, the accumulated vacation time shall be paid at the employees' current rate of pay. If the employee should die in the line of duty, his/her family shall be paid the full amount of furlough days accumulated by the employee.

19.5: Each employee will be credited with vacation time on their anniversary date of hire.

1. An employee who does not have enough furlough time to reach his next allotment will be allowed to use Compensatory Time as furlough time. The Compensatory Time will be treated exactly like furlough time, as long as the employee has exhausted his/her furlough time bank.

- ◆ However, the employee may only use that amount of time that would have been accrued to their seniority date under the old system.
- 2. If an employee has exhausted his/her furlough bank and has no compensatory time, the employee may utilize their sick time as furlough time.
- ◆ However, the employee may only use that amount of time that would have been accrued to their seniority date under the old system.
- ◆ Any sick time used will be considered deficit furlough hours and will be charged to the sick time bank at the excess rate (50% - 75%).

ARTICLE 20
LONGEVITY

20.1: All employees shall receive longevity pay the first pay period of the month following their anniversary date based on the rate of \$100.00 effective 7-1-02 and \$105.00 effective 7-1-03 per year of service, commencing on the employee's fifth anniversary date.

	7-1-02	7-1-03
Example: 5 Years seniority	\$500.00	\$525.00
6 Years seniority	\$600.00	\$630.00
7 Years Seniority	\$700.00	\$735.00

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.

ARTICLE 21
SHIFT DIFFERENTIAL/SWING SHIFT PREMIUM

21.1: Each "employee/8 hour" that works an afternoon shift or detective sergeant will receive seventy-six dollars and ninety-two cents (\$76.92) per each twenty eight (28) day shift worked to be paid the last pay period of the fiscal year. Afternoon shift premium is based on one thousand dollars (\$1,000) per year.

21.2: Each "employee/8 hour" that works a midnight shift or switches from his assigned shift will receive one hundred and fifty-three dollars and eighty-five cents (\$153.85) per each twenty eight (28) day shift worked to be paid the last pay period of the fiscal year. Midnight/~~swing~~ shift premium is based on two thousand dollars (\$2,000) per year.

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ARTICLE 22
CLOTHING, CLEANING, UNIFORMS,
EQUIPMENT, AND PERSONAL PROPERTY

22.1 Clothing Allowance: Each employee covered by this Agreement shall receive a clothing allowance each year in the amount of ~~\$400.00 effective 7-1-02~~ and \$425.00 675 per year effective July 1, 2012.

22.2 Cleaning Allowance: Each employee covered by this Agreement shall receive a cleaning allowance of 675 per year effective July 1, 2012.

22.3: Upon separation from the department, the clothing and cleaning allowance will be pro-rated for partial year service, if the officer has less than three (3) months credit for that fiscal year.

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

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

22.6 Firefighting Turnout Gear: The City shall furnish all rubber goods (boots, bunker coat, helmet and liner, gloves, goggles, badges and accessories) required for the safety and welfare of the employee.

22.7 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 two hundred and fifty dollar (\$250), 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 and fifty (\$250) dollars, when it is approved by the Director of Public Safety.

22.8: The City shall compensate the employee in full for any loss or damage to any property that is duty related, such as, uniforms, leather goods, weapons, etc.; when not due to the employee's negligence or carelessness.

ARTICLE 23
FALSE ARREST INSURANCE

23.1: 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. A policy statement on riots and civil disturbances to be included in this agreement.

ARTICLE 24
EDUCATION

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.

24.3: Each employee promoted into the Unit prior to July 1, 1999 covered by this agreement 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 shall be \$1,545 for a P.S. Sergeant, and \$1,699 for a Lieutenant upon submission of an Associate Degree.

24.4: Each employee covered by this agreement shall receive an education allowance upon completion of a Bachelors Degree of \$2,317 for a P.S. Sergeant, and \$2,549 for Lieutenant paid upon the submission of a Bachelors Degree.

24.5: Each employee covered by this agreement shall receive an education allowance upon attaining a Masters Degree of \$3,090 for a P.S. Sergeant and \$3,399 for a Lieutenant paid upon submission of a Master's Degree.

24.6: The schedule of education allowances shall be paid each week based on the dollar amounts in Appendix A divided by 52. The education allowances shall commence on the pay period following the submission of the 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.

24.7: All Command Division Officers covered by this agreement who are EMTs shall receive two thousand (\$2,000) dollars premium pay per fiscal year on the first pay period in December for maintaining a State License as a Basic Emergency Medical Technician. Those choosing to seek EMT after date of signing contract will attend all training on City's time and expense and will be compensated \$1,200 per fiscal year. Renewal of training and maintenance of license will be at employee's expense. Upon renewal of EMT license, Command Division Officers compensation for EMT certification will increase to \$2,000.

24.8: Any present member of the unit holding a valid EMT-P License shall be eligible for the EMT-P bonus and receive a two thousand nine hundred (\$2,900) dollar premium pay, paid in the first pay period in December. Any member obtaining a valid EMT-P

July 1, 2012 through June 30, 2015

license by the end of calendar year 1999, shall be eligible for the EMT-P bonus upon the retirement of the current EMT-P. All other members shall be at the discretion of the Director. Any member asked/ordered to obtain an EMT-P license shall do so at the City's Expense.

24.9: Each employee covered by this agreement shall receive a one thousand two hundred (\$1,200) dollar premium pay per fiscal year for attaining and maintaining a State License as an E.M.T. Instructor/Coordinator. Such pay will be paid in the first pay period in December. The E.M.T. Instructor/Coordinator pay will be pro-rated for a partial year's credit when applicable, and be pro-rated at the time of retirement.

24.10: It shall be the employee responsibility to obtain and maintain the Basic Emergency Medical Technician License and the Emergency Medical Technician Instructor/Coordinator License on his or her own time and at his or her own expense. To be eligible for the aforesaid mentioned premium pays, the employee must provide the City with a copy of the State License.

ARTICLE 25 **ANNUAL PHYSICAL**

25.1: The City shall bear the cost of an annual physical examination for each employee covered by this agreement. Such physical shall include but not be limited to, Chest x-ray and an electrocardiogram. Such physicals shall be given either on the employees anniversary date of hire or when requested by the City. The cost of said physical shall be paid by the City but not exceed one hundred (\$100) dollars per year, two hundred (\$200) dollars every two years, or three hundred (\$300) dollars every three years.

25.2: Payment will be made to the employee within seven (7) days of presentation of the bill to the City Manager.

ARTICLE 26 **PAYOFF OF FRINGE BENEFITS** **UPON SEPARATION FROM EMPLOYMENT**

In order to clarify any ambiguous and unclear language in the collective bargaining agreement between the City of Fraser and the Lieutenants and Sergeants Association, the following has been mutually agreed upon:

Pro-ration: Any benefit that is pro-rated, where applicable, will be credited by the month; if your work 1-15 calendar days in a month – 0 credit; 16 calendar days or more – 1 full month credit.

Section 12 – Holiday Pay: Any holiday earned will be paid as per contract.

Section 13 – Personal Time: Accredited to your account July 1, in advance for the fiscal year; will be pro-rated for partial year credit; unused personal time will be paid off, the same as under vacation pay off guidelines.

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Section 14 – Sick Leave: Earned and accredited monthly; to be pro-rated for partial credit; any time earned during the fiscal year to be paid off per Section 14.2, 14.3 and 14.4 of this agreement; balance is then paid off upon separation per Section 14.1.

Section 14.8 – Bonus Sick Pay: Earned and accredited at the end of the fiscal year; to be prorated for partial credit.

Section 18 – Compensatory Time: Accredited as earned; paid off straight time pay.

Section 19 – Vacation Time: Credited annually on anniversary date of hire after it is earned for the previous year; to be pro-rated for partial credit; paid off upon separation per Section 19.4.

Section 20 – Longevity: Earned and accredited on your anniversary date, paid the first pay of the month after the anniversary date; to be pro-rated for partial year of credit.

Section 21.1, 21.2, 21.3 – Afternoon Shift Premium, Midnight Shift Premium and Swing Shift Premium: Paid at the end of the fiscal year, any time accrued to be pro-rated where necessary and paid.

Section 22.11 and 22.2 – Clothing and Cleaning Allowance: Paid July 1 in advance for that fiscal year, to be pro-rated for partial year of service upon separation, if the employee has less than three months credit for that fiscal year.

Section 24.7, 24.8, 24.9 and 24.10 – Basic EMT, Paramedic and EMT I/C Pay: Paid the first pay in December for that fiscal year – 5 months paid in arrears and 7 months paid in advance; to be pro-rated for partial year credit.

ARTICLE 27 CONTAGIOUS DISEASES

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

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

ARTICLE 28 DUTY INCURRED INJURY

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

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28.2: 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. The employee injured and receiving workers compensation shall endorse all moneys received from the Insurance Company over to the City.

28.3: 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.

28.4: 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.

28.5: 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.

28.6: All employees returning to work after injuries shall be capable of performing their assigned duties within the bargaining unit.

28.7: 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. The expense of said examination will be paid for by the City.

ARTICLE 29

LONG-TERM DISABILITY INSURANCE

29.1: The employer shall provide, through an insurance plan, a long-term disability program for non-duty disablements.

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 or 65 years of age not to exceed \$4,500 per month less any benefits provided under:

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

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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 are the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

29.2: An employee may elect to delay coverage of Long Term Disability benefits, as covered under Sec. 29.1 of this agreement, until all or part of his time accrued banks are exhausted.

29.3: Employees may elect to utilize banked time, up to two (2) hours per day to supplement LTD coverage, the sum of which will not exceed 100% of the employee's actual pay.

ARTICLE 30
HEALTH INSURANCE
HOSPITAL, MEDICAL, SURGICAL, PRESCRIPTION,
DENTAL AND VISION CARE

30.1: 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.

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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.

Dental with Orthodontia – Benefits will be determined by the master insurance contract in effect at the time of claims.

Vision Care – To be covered under COPS Trust.

30.4: The City will continue to assume the full cost of this plan 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 twenty-six (26). Upon retirement of an employee hired prior to July 1, 1999 the City shall continue to assume the full cost of the coverage for both the retiree and the spouse. Upon the retirement of an employee hired after July 1, 1999, the City shall continue to assume the full cost of the coverage for both the retiree and spouse for an employee with 25 years service. An employee with less than 25 years upon retirement, the City will pay an amount equal to 4% per year of service. All new employees hired after the signing of this agreement shall not be eligible for retiree medical; see Section 31.2.

Effective July 1, 2012 those members retiring shall carry the medical insurance as provided in Section 30.3 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 thereafter.

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.

30.5: It is further understood that the retired employee and his spouse are eligible for full coverage of the HMSPDV plans paid by the City only when the employee has retired with twenty-five (25) years or more of service, and has retired at or after the age of fifty (50).

If an employee retires at or after age forty-nine (49), but prior to age (50), with twenty-five (25) years of service, the employee must pay for the HMSPDV benefits through the City until the age of fifty (50). The employee will pay one hundred two percent (102%) of the city's cost in accordance with applicable provisions of COBRA. After age fifty (50), the city will assume full cost of the coverage.

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Any employee retiring prior to age forty-nine (49), regardless of years service, will not be eligible for any HMSPDV benefits. 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.

30.6: A deduction from the employee's sick leave bank once a year at the end of June. The numbers of hours will equal to the above fore mention dollar amounts. These hours will NOT be counted as sick time used when calculating the employees sick pay at the end of June (Section 14.2, 14.3, 14.4). The hours used will not effect the 14.8 sick leave bonus.

- A deduction from the employees others banks (i.e. vacation, comp. time or personal leave time) may be used in lieu of sick time to equal the appropriate amount.

ARTICLE 31 **RETIREMENT**

31.1: The City will provide a defined benefit pension plan with a pre-retirement death benefit. An employee will have full vested rights in the plan after completion of ten (10) years of service. The Defined Benefit Plan will be pursuant to the plan document at provided.

31.2: Effective July 1, 2010, all employees will contribute five percent (5%), of all taxable gross earnings to the plan. Effective July 1, 2012 all employees will contribute five point five percent (5.5%); effective July 1, 2013 six percent (6.0%); and effective July 1, 2014 seven ;percent (7.0%) of all taxable gross earnings to the plan.

All new employees hired after July 1, 2009 shall not be eligible for retiree medical this includes all employees carried over from PSO to Command upon promotion that were hired after July 1, 2009. The City 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 \$1,250 each on an annual basis into this Plan. Depending on the statutory applicability, the employee may be allowed to contribute more to the Plan.

31.3: All employees employed prior to July 1, 1976, will be required-to fund the plan back to age-thirty (30) or his date of hire, based on the employee's yearly contribution of ACT 135, unless already vested in ACT 135. In addition, all employees will be required to return six (6%) percent of their wages from July 1, 1976 through June 30, 1979. The said debt shall be paid back at a rate of twenty dollars (\$20) per week. Further, it is understood that any former contribution by the employee into the Deferred Compensation plan can either remain there for the employee until separation from employment or be rolled into the Defined Benefit plan to be used solely against the employee's debt.

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31.4: An employee's retirement benefit, as used in this agreement, is calculated from three factors:

- 1) A pre-determined percentage as contractually provided in Section 31.6, and Section 31.7 of the agreement; multiplied by:
- 2) The employee's Final Average Compensation (F.A.C.) which shall be the monthly average compensation as computed from the totals of all taxable moneys earned in the last sixty (60) months, effective July 1, 2003 F.A.C. will be based on the highest 3 out of the last 5 years of employment with the City from the date of retirement; multiplied by
- 3) The employee's years of service which is the total sum of:
 - a) All years worked (accredited and pro-rated on a monthly basis)
 - b) Any years acquired under Section 31.12 of this agreement (buy-back credit for military service); and
 - c) Any years credit received as a volunteer firefighter only for employees promoted prior to July 1, 2012.

31.5: An employee with less than ten (10) Years of service is not vested and not entitled to a retirement benefit. Upon separation from service, the employee receives his contributions back with five percent (5%) interest per annum.

31.6: An employee with ten (10) years of service, but less than twenty-five (25) years will be entitled to a retirement benefit commencing at age fifty-five (55), based on two and one-half (2½%) percent of his F.A.C., times his years of service.

31.7: An employee with twenty-five (25) years of service, will be entitled to a retirement benefit commencing at age fifty (50) based on two and one-half (2½%) of his F.A.C., times his years of service.

31.8: The maximum retirement benefit that an employee can accrue shall be 80% of his F.A.C.

31.9: The employee's pension will not be reduced because of any Social Security benefits received.

31.10: Any employee vested in ACT 135 will have his pension reduced by the same amount as received from the ACT 135 pension plan, when it is received.

31.11 Buy-back Credit for Military Service: A member of the retirement system promoted into the unit prior to July 1, 1999 will be provided credited service for not more than six (6) years of active military service to the United States Government. A member of the retirement system promoted into the unit after July 1, 1999 who purchases not more than six (6) year of active military service to the United States Government such time purchased will have no impact on the actual years needed for retirement or vesting to qualify for a retirement, 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

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- multiplied by the years of military service up to the maximum the member elects to purchase or;
- 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.

Service shall not be creditable if it is or would be creditable under any 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.

31.12: Each member of the bargaining unit who retires after meeting the requirements of Article 31, or an employee who accepts a retirement package offered by the City, shall be permitted to retain their flashlight, charger and the handguns issued to the employee

Bargaining Unit agrees to consolidate retirement plan into one Plan for the entire City.

ARTICLE 32 **SPECIAL DUTY ASSIGNMENT**

32.1: Any assignment other than to the patrol or fire section will be considered a special duty assignment. Special duty shall not be made without being posted for a period of fourteen (14) working days prior to the assignment of such duty. All patrol and fire assignments, other than special duty, will be awarded annually on a seniority basis.

32.2: 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 employee making application, if denied the assignment, will have the right to appeal through the grievance procedure. Any other sergeant position (other than patrol sergeants shall be considered a special assignment with the director to specify the length of the special duty assignment up to a maximum service time of four (4) years. The Director of Public Safety may remove employee from his/her assignment prior to the service time with just cause.

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

32.4: Other temporary special duty assignments shall be for a period of not more than 120 days, unless waived by the Union. 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 33 **PUBLIC SAFETY DUTIES**

33.1: The performance of fire duties will be considered a function of a Public Safety employee's duties, as follows:

- A. Promotions after January 1, 1982, shall assume duties as specified by the Director of Public Safety.
- B. A volunteer list shall be established for those Public Safety employees who wish to perform fire duties in excess of those specified above to wit 24 hour day 56 hour work week in accordance with MPA 125.
- C. Any overtime resulting in maintaining conditions set forth in ARTICLE 33, paragraph 33.1, Section B, will be made available first to members of the affected sections.

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

33.3 Public Safety Officer Fire Training: All Public Safety employees will be required to take periodic fire training in fire service. The length of training shall not exceed one hundred and sixty (160) hours, in any calendar year after the initial basic training. This one hundred and sixty (160) hours shall include all fire training, both on and off duty. Fire training shall be at the discretion of the Director of Public Safety, with consideration given to an employee's work schedule, so as not to interfere with vacation time or scheduled days off.

33.4 Recovery Time: Any employee of the bargaining unit who is overcome by smoke and is otherwise incapable of performing his duty will be sent home while staying on duty status.

- A. The decision of an employee's capabilities will be determined by the Director of Public Safety or his designee. There will be no time lost or deduction of pay in these instances.
- B. Any injury occurring to an employee while fire-fighting, either on duty or call back, will be considered as an on duty injury and will be covered by Article 28 of this agreement.

33.5 Clean Up Responsibilities: On duty Public Safety command officers assigned to the law enforcement section will not be required or responsible for cleaning fire trucks and equipment, after assistance at a fire scene unless the employee(s) is working under Article 33 paragraph 33.1 sections A and B.

ARTICLE 34
RESIDENCY

34.1 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 a 25 mile radius of the borders of the City of Fraser.

Further agreements:

1. Delete letter of agreement Dated 10-25-96 from contract.
2. Remove all language relating to a Fire Captain.
3. Bargaining Unit agrees to drop grievance regarding Part B of Medicare.

ARTICLE 35
WAIVER CLAUSE

35.1: The parties acknowledge that during the negotiations which resulted in this agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area set forth in this agreement.

35.2: Therefore, the Employer and the members of the bargaining agents for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

APPENDIX A
EDUCATION ALLOWANCES

	<u>Certificate</u> <u>Sec. 24.2</u>	<u>Certificate</u> <u>Sec. 24.1</u>	<u>Associate</u> <u>Degree</u> <u>Sec. 24.3</u>	<u>Bachelors</u> <u>Degree</u> <u>Sec. 24.4</u>	<u>Masters</u> <u>Degree</u> <u>Sec. 24.5</u>
P.S./Sgt.	386.00	1159.00	1545.00	2317.00	3090.00
Lieut.	425.00	1275.00	1699.00	2549.00	3399.00

LETTER OF UNDERSTANDING

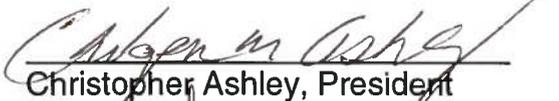
The Police Officers Labor Council, representing the Fraser Command Officers Association and the City of Fraser, have been in good faith negotiations over an issue involving Article 24 – Education Allowance.

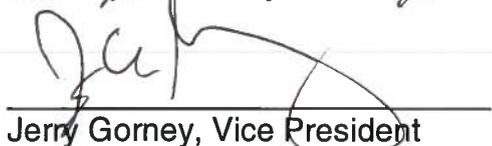
The parties, through good faith negotiations, have reached the following agreement:

1. The parties agree that the City, the Union and the Union membership had no knowledge of the “Authentic Credentials in Education Act” until approximately June 2012.
2. Effective the date of this Letter of Understanding, the parties acknowledge that the collective bargaining agreement has been adjusted under Article 6 – Separability Clause to end the education allowance for accredited degrees going forward.
3. The Union and its membership waive any and all actions, causes of actions, if any, against the Employer available through the grievance procedure, PERA, civil or other avenues, including Department and/or City policies regarding any aspect of this issue.
4. The Employer, City of Fraser, waives any and all actions, causes of actions, if any, against the union or Union membership available through the grievance procedure, PERA, civil or other avenues, including Department and/or City policies regarding any aspect of this issue.
5. It is agreed that this matter is settled in total and that there is no admission of wrong doing by anyone involved.

**POLICE OFFICERS LABOR COUNCIL
FRASER COMMAND OFFICERS
ASSOCIATION:**

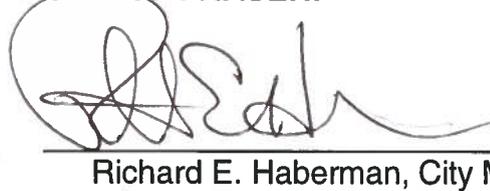

Chet Kulesza, Labor Representative


Christopher Ashley, President

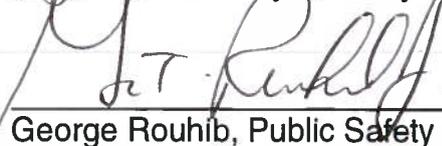

Jerry Gorney, Vice President


David Bisby, Secretary/Treasurer

CITY OF FRASER:


Richard E. Haberman, City Manager


John A. Dolan, City Attorney


George Rouhib, Public Safety Director

DATED: March 12, 2013