

A G R E E M E N T

between

City of Charlevoix

and

*Police Officers
Labor Council*

June 1, 2014 – March 31, 2017

TABLE OF CONTENTS

PURPOSE AND INTENT		1
RECOGNITION		
Collective Bargaining Unit	Section 1.1	1
Union Activity	Section 1.2	1
UNION SECURITY AND CHECK OFF		
Union Membership	Section 2.1	1
Union Dues	Section 2.2	2
MANAGEMENT RIGHTS	Section 3.1	2
GRIEVANCE PROCEDURE		
Grievance Definition	Section 4.1	3
Grievance Steps	Section 4.2	3
Arbitration Request	Section 4.3	4
Selection of Arbitrator	Section 4.4	4
Arbitrator's Powers	Section 4.5	4
Time Limitations	Section 4.6	4
DISCIPLINARY PROCEDURE		
Just Cause	Section 5.1	4
Forum Waiver	Section 5.2	5
NO STRIKE – NO LOCKOUT	Section 6.1	5
	Section 6.2	5
SENIORITY		
Seniority Definition	Section 7.1	5
Probationary Period	Section 7.2	6
Seniority List	Section 7.3	6
Loss of Seniority	Section 7.4	6
Layoff Procedure	Section 7.5	6
LEAVES OF ABSENCE		
Personal Leave of Absence	Section 8.1	7
National Guard/Reserve Leave	Section 8.2	7
Military Leave	Section 8.3	7
Funeral Leave	Section 8.4	7
Seniority During Leaves of Absence	Section 8.5	7
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		
Sick Leave Credit	Section 9.1	7
Use of Accumulated Sick Leave Credits	Section 9.2	8
Sick Leave Eligibility	Section 9.3	9
Short-Term Disability Program	Section 9.4	10
Use of Accumulated Sick Leave	Section 9.5	10
Sick Leave Bank	Section 9.6	11
Sick Leave Payout	Section 9.7	11
Pro-rata Sick Leave Allotment	Section 9.8	11

PHYSICAL FITNESS		
Medical Examinations	Section 10.1	11
WORKWEEK		
Tour of Duty	Section 11.1	12
Overtime	Section 11.2	12
Call-in/Call-out	Section 11.3	12
Training and Travel	Section 11.4	13
CLASSIFICATIONS AND WAGES	Section 12.1	13
EMPLOYMENT CONDITIONS		
Personnel Policies and Procedures	Section 13.1	13
HOLIDAYS		
Recognized Holidays	Section 14.1	13
Holiday Eligibility	Section 14.2	14
Holiday Pay	Section 14.3	14
Holiday During Vacation	Section 14.4	14
Personal Leave	Section 14.5	14
VACATIONS		
Vacation Eligibility	Section 15.1	15
Vacation Scheduling	Section 15.2	15
Summer Vacations	Section 15.3	16
Vacation Accumulation	Section 15.4	16
MISCELLANEOUS		
Rules and Regulations	Section 16.1	16
Bulletin Board	Section 16.2	16
Health Insurance	Section 16.3	16
Life Insurance	Section 16.4	17
Pension Plan	Section 16.5	18
Uniforms	Section 16.6	18
Residence	Section 16.7	18
Captions	Section 16.8	18
Gender	Section 16.9	18
Agreement Copies	Section 16.10	18
Validity	Section 16.11	18
Waiver	Section 16.12	18
Liability Insurance – Civil/Criminal	Section 16.13	19
Drug Free Workplace	Section 16.14	19
Longevity	Section 16.15	24
Emergency Manager Act	Section 17.1	24
DURATION OF AGREEMENT		
Termination	Section 18.1	24
APPENDIX A		
CLASSIFICATIONS AND WAGE RATES		
APPENDIX B		
VACATION SCHEDULE		

I N D E X

Subject	Section	Page
Agreement Copies	16.10	18
Arbitration Request	4.3	4
Arbitrator's Powers	4.5	4
Bulletin Board	16.2	16
Call-in/Call-out	11.3	12
CLASSIFICATION AND WAGES		13
Classifications and Wages	12.1	13
Collective Bargaining Unit	1.1	1
Captions	16.8	18
DISCIPLINARY PROCEDURE		4
Drug Free Workplace	16.14	19
Drug Free Workplace – Employee Testing	16.14(e)(3)	21
Drug Free Workplace – Enforcement of Policy	16.14(e)	20
Drug Free Workplace – Policy Administration	16.14(h)	24
Drug Free Workplace – Policy Application	16.14(b)	19
Drug Free Workplace – Policy Statement	16.14(a)	19
Drug Free Workplace – Prohibited Conduct	16.14(d)	20
Drug Free Workplace – Prohibited Substances	16.14(c)	20
Drug Free Workplace – Violations of Policy	16.14(f)	22
Drug Free Workplace – Voluntary Assistance	16.14(g)	23
DURATION OF AGREEMENT		24
Emergency Manager Act	17.1	24
EMPLOYMENT CONDITIONS		13
Forum Waiver	5.2	5
Funeral Leave	8.4	7
Gender	16.9	18
Grievance Definition	4.1	3
GRIEVANCE PROCEDURE		3
Grievance Steps	4.2	3
Health Insurance	16.3	16
Health Insurance – Monthly Premiums	16.3(a)	16
Health Insurance – Opt-Out Reimbursement	16.3(d)	17
Health Insurance – Plans and Benefits	16.3(b)	16
Health Insurance – Section 125 Plan	16.3(c)	17
Holiday During Vacation	14.4	14
Holiday Eligibility	14.2	14
Holiday Pay	14.3	14
HOLIDAYS		13
Just Cause	5.1	4
Layoff Procedure	7.5	6
LEAVES OF ABSENCE		7
Liability Insurance – Civil/Criminal	16.13	19

Subject	Section	Page
Life Insurance	16.4	17
Longevity	16.15	24
Loss of Seniority	7.4	6
MANAGEMENT RIGHTS		2
Managements Rights	3.1	2
Medical Examinations	10.1	11
Military Leave	8.3	7
MISCELLANEOUS		16
National Guard/Reserve Leave	8.2	7
NO STRIKE – NO LOCKOUT	6.1 & 6.2	5
Overtime	11.2	12
Pension Plan	16.5	18
Personal Leave	14.5	14
Personal Leave of Absence	8.1	7
Personnel Policies and Procedures	13.1	13
PHYSICAL FITNESS		11
Probationary Period	7.2	6
Pro-rata Sick Leave Allotment	9.8	11
PURPOSE AND INTENT		1
RECOGNITION		1
Recognized Holidays	14.1	13
Residence	16.7	18
Rules and Regulations	16.1	16
Selection of Arbitrator	4.4	4
SENIORITY		5
Seniority Definition	7.1	5
Seniority List	7.3	6
Seniority During Leaves of Absence	8.5	7
Short-Term Disability Program	9.4	10
SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM		7
Sick Leave Bank	9.6	11
Sick Leave Credit	9.1	7
Sick Leave Eligibility	9.3	9
Sick Leave Pay Out	9.7	11
Summer Vacations	15.3	16
Termination	18.1	24
Time Limitations	4.6	4
Tour of Duty	11.1	12
Training and Travel	11.4	13
Uniforms	16.6	18
Union Activity	1.2	1
Union Dues	2.2	2
Union Membership	2.1	1

Subject	Section	Page
UNION SECURITY AND CHECK OFF		1
Use of Accumulated Sick Leave	9.5	10
Use of Accumulated Sick Leave Credits	9.2	8
Vacation Accumulation	15.4	16
Vacation Eligibility	15.1	15
VACATIONS		15
Vacation Scheduling	15.2	15
Validity	16.11	18
Waiver	16.12	18
WORKWEEK		12
APPENDIX A – CLASSIFICATIONS AND WAGE RATES	Appendix A	
APPENDIX B – VACATION SCHEDULE	Appendix B	

AGREEMENT

This AGREEMENT entered into this 1st day of June 2014, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the City, and the POLICE OFFICERS LABOR COUNCIL hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions that will prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the City, and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole and exclusive collective bargaining agent for all of its full-time police officers and firefighters with respect to wages, hours, and other conditions of employment in the Fire and Police Departments, excluding the Fire Chief, Police Chief and Deputy Police Chief.

Section 1.2. Union Activity. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees will not be permitted to engage in Union activity during working hours or on City premises.

UNION SECURITY AND CHECK OFF

Section 2.1. Union Membership.

(a) It is understood and agreed that all present employees covered by this Agreement, who are members of the Union, will remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union will become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement and who are hired after the effective date will become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of their probationary period.

(b) The Union will indemnify and save the City harmless from any and all claims, demands, suits, or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification will apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Union.

Section 2.2. Union Dues. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by state law, the City agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the City by the Union within fifteen (15) calendar days thereafter.

The Union will indemnify and save the City harmless from any liability that may arise out of the City's reliance upon any payroll deduction authorization cards presented to the City by the Union or by reason of the City's compliance with the provisions of this Section.

MANAGEMENT RIGHTS

Section 3.1. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the City.

(b) The City will also have the right to suspend, discipline, or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights will not be exercised in violation of any specific provision of this Agreement and, as such, they will be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above will not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power, and authority possessed by the City are retained by the City and remain within the rights of the City.

GRIEVANCE PROCEDURE

Section 4.1. Grievance Definition. A grievance will be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement during the term of this Agreement.

Section 4.2. Grievance Steps. All grievances will be processed in the following manner:

Step 1. Verbal Procedure. An employee who has a complaint must submit the complaint orally to his/her immediate supervisor or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The immediate supervisor or designee will give the employee an oral answer to the complaint within twenty-four (24) hours.

Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the steward (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance, and must be presented to the Chief within ten (10) working days after the occurrence of the event upon which it is based. The Chief will give a written answer to the steward within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the steward will so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the Chief. If the answer is unsatisfactory, the steward will so indicate on the grievance form, thereby appealing the grievance to the Third Step.

Step 3. If the grievance has not been settled in Step 2 and if it has been appealed to Step 3, the steward will communicate with the City Manager in writing within five (5) regularly scheduled working days after receipt of the Step 2 answer for the purpose of establishing a Step 3 grievance meeting. If such written request is made, the City Manager and/or designee will meet with the Union representatives, not to exceed two (2) employees, within seven (7) working days thereafter to discuss the

grievance. A written Step 3 answer to the grievance will be given to the Union within five (5) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative will so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the City Manager. If the answer is unsatisfactory, the Union may appeal the grievance to arbitration as set forth in Section 4.3.

Section 4.3. Arbitration Request. The Union may appeal the City's decision to arbitration on any grievance that is arbitrable by giving the City written notice of its desire to arbitrate within thirty (30) calendar days after receipt of the City's last answer.

Section 4.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union during the term of this Agreement, the parties will select by mutual agreement one (1) arbitrator who will decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator will be selected by each party alternately striking a name from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name will serve as the arbitrator, whose fees and expenses will be shared equally by the Union and the City. Each party will pay the expenses, wages, and any other compensation of its own non-employee witnesses and representatives.

Section 4.5. Arbitrator's Powers. The arbitrator's powers will be limited to the application and interpretation of this Agreement as written, and will be governed at all times wholly by the terms of this Agreement. The arbitrator will have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator will only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision will be final and binding upon the Union, the City, and employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds his/her jurisdiction as provided in this Agreement. Any award of the arbitrator will not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 4.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure will be followed by the parties and employees. If the Union fails to present a grievance in time or advance it to the next step in a timely manner, the grievance will be considered settled. If the City fails to follow the time limits, the grievance will automatically advance to the next step, including arbitration upon notice. The time limits may be extended by mutual agreement; provided the extension is reduced to writing and the period of the extension is specified. Saturday, Sunday and recognized holidays will be excluded from the time periods specified in the Grievance and Arbitration Procedure.

DISCIPLINARY PROCEDURE

Section 5.1. Just Cause. The City agrees that all discipline will be for just cause. Minor offenses, those punishable by oral or written reprimands, will be treated with

progressive discipline so that an employee will have the opportunity to correct his/her conduct. However, the Union acknowledges that police officers and firefighters have a public duty to conduct themselves in a manner that will not bring discredit to the City or Department. Major offenses will be defined as any violation of any Department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses will be given in writing stating the infractions. Any employee who is to receive a disciplinary suspension or discharge may have his/her steward present. A grievance which involves a disciplinary suspension or discharge may be initiated at Step 3 of the Grievance Procedure. Written reprimands will not be used in determining disciplinary penalties after one (1) year, provided that the employee maintains a record free of similar infractions during such period.

Oral reprimands may have written documentation, but will be kept in a file separate from the employees' personnel file. They will be removed from the file after two (2) years, provided that the employee maintains a record free of similar infractions during such period.

Section 5.2. Forum Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on behalf of him/herself and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service, or Veteran's Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

NO STRIKE - NO LOCKOUT

Section 6.1. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members, will authorize, instigate, aid, or engage in a work stoppage, slowdown, or strike. The City agrees that during the same period there will be no lockouts.

Section 6.2. Individual employees or groups of employees who instigate aid or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the discretion of the City. However, it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this Section may be processed under the Grievance Procedure starting at the Second Step, provided a written grievance is presented to the City Manager within five (5) calendar days after the date upon which the employee was disciplined or discharged.

SENIORITY

Section 7.1. Seniority Definition. Seniority will be defined as an employee's length of continuous full-time employment with the City since his/her last hiring date. "Last hiring date" will mean the date upon which an employee first reported for work at the instruction of the City and since which s/he has not quit, retired, or been discharged.

Section 7.2. Probationary Period. All new police officers will be probationary employees until they have actually worked two thousand eighty (2080) regular straight-time hours. All new firefighters will be probationary employees until they have actually worked two thousand nine hundred twelve (2912) hours. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee will have no seniority status and may be terminated in the sole discretion of the City without regard to the relative length of service and without recourse to the Grievance and Arbitration Procedure. At the conclusion of the probationary period, the employee's name will be added to the seniority list as of his/her last hiring date.

Section 7.3. Seniority List. The City will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as need dictates. The names of all employees who have completed their probationary periods will be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names will appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure will be followed with respect to their first name.

Section 7.4. Loss of Seniority. An employee's seniority and employment will terminate:

- (a) If the employee quits, retires, or is justifiably discharged.
- (b) If, following a layoff, the employee fails or refuses to notify the City of his/her intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to the address on record with the City or, having notified the City of his/her intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If the employee is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When the employee has not worked for the City due to a layoff or any other reason for a period of eighteen (18) or more consecutive months.

Section 7.5. Layoff Procedure. In the event the City deems it necessary to reduce the number of employees in the bargaining unit, it will select the department(s) to be reduced and the classification within the department to be reduced. Employees with the least seniority in the selected classification and department will be the first laid off, provided the remaining employees within the selected classification have the then present ability and qualifications to perform the work in the classification. Employees thus removed from their classification may exercise their seniority to displace the least senior employee in any lower paid classification within the department, provided they

have the present ability and qualifications to perform the work of the lower paid classification without trial or training. There will be no bumping between departments.

LEAVES OF ABSENCE

Section 8.1. Personal Leave of Absence. The City may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may, for good cause, be extended, without pay and without loss of seniority, to an employee who has completed the probationary period; provided, in the judgment of the City, such employee can be spared from work. The City will not be arbitrary or capricious in the decision.

Section 8.2. National Guard/Reserve Leave. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations or required tours of active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of orders.

Section 8.3. Military Leave. A full-time employee who enters the military service by draft or enlistment will be granted a leave of absence, without pay, for that purpose and at the conclusion of such leave of absence will be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

Section 8.4. Funeral Leave. In the event of a death in the immediate family of an employee, up to three (3) working days with pay will be allowed for personal matters relating to the death. Immediate family will include: spouse, child, step-child, grandchild, parent, step-parent, sister, brother, mother-in-law, father-in-law and grandparents of employee or spouse. Additional days will be granted without pay when extenuating circumstances warrant.

Section 8.5. Seniority During Leaves of Absence. Seniority will continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM

Section 9.1. Sick Leave Credit.

Probationary Police Officer - After working for three (3) months, the probationary police officer will be credited with 16 hours of paid sick leave and thereafter will accumulate 4 hours each month for the remainder of the probationary period.

After the police officer completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 4.7 hours per month.

Probationary Firefighter - After working for three (3) months, the probationary firefighter will be credited with 22.4 hours of paid sick leave and thereafter will accumulate 5.6 hours each month for the remainder of the probationary period.

After the firefighter completes the probationary period, any further accumulation of sick leave through the end of that calendar year will be prorated based on 6.5 hours per month.

Non-Probationary Police Officer - On January 1 of each year, a police officer who has completed the probationary period will be credited with 96 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceeds 152 hours, then the employee will be paid for half of those hours in excess of 152 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 248 hours (152 hours plus 96 hours).

Non-Probationary Firefighter - On January 1 of each year, a firefighter who has completed the probationary period will be credited with 134.4 hours of paid sick leave. If the number of unused paid sick leave hours available from the previous year exceed 212.8 hours, then the employee will be paid for half of those hours in excess of 212.8 at the employee's regular hourly rate of pay. Unused sick leave credits may be accumulated from year-to-year up to a maximum of 347.2 hours (212.8 hours plus 134.4 hours).

(a) All earned and unused sick leave accumulated prior to January 1, 1999, the effective date of this new sick leave program provided in this Section, will be frozen in a separate account for the employee. The employee will not be required to use such frozen accumulated sick leave prior to drawing benefits from the City's self-insured short-term disability program in Section 9.4. Employees who retire under the City's retirement program will be paid one-half of their accumulated unused sick leave from their frozen account up to a maximum of 40 days. Any payout of frozen sick leave credits will be at the rate of pay the employee was receiving on the day preceding January 1, 1999, and, except for purposes of Section 9.2(b) only, frozen sick leave credits when used will not be aggregated to increase this frozen sick leave rate of pay.

(b) For conversion purposes in freezing accumulated sick leave, a "day" will equal 8 hours for police officers, and a "day" will equal 11.2 hours for firefighters.

Section 9.2. Use of Accumulated Sick Leave Credits. Sick leave may be used at a minimum of one-half hour increments under the following conditions:

(a) When an employee, because of an illness or injury that is non-compensable under the Michigan Worker's Compensation Act, is unable to regularly and safely perform the requirements of his job classification, the employee will be

granted a leave of absence with pay at his/her regular hourly rate for each hour lost from the normal work schedule, up to the maximum current accumulated sick leave credits (152 hours, or 212.8 hours as applicable). Such lost hours and pay will be deducted from the current accumulated sick leave credits. Where these current accumulated sick leave credits have been exhausted, the employee may use frozen sick leave credits available under Section 9.1(a), which will then be deducted from the employee's frozen sick leave account.

(b) When an employee's absence from work is due to an illness or injury that is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated thereby, the employee will be entitled to use first his/her current accumulated sick leave credits, and thereafter frozen sick leave credits, to make up the difference between the amount of weekly benefit received under the Act and the amount of salary the employee would have received in his/her own job classification had s/he worked the regular work schedule. Frozen sick leave credits may be aggregated, including with current accumulated sick leave credits as necessary, to make up the difference in pay. In no case will the employee utilize current and/or frozen accumulated sick leave credits beyond that which is necessary, so that when the supplement from accumulated sick leave is added to worker's compensation benefits, the sum received would equal an amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

(c) Subject to furnishing proof satisfactory to the City that a critical illness has occurred within the employee's immediate family, an employee may use first his/her current accumulated sick leave credits and thereafter frozen sick leave credits for an emergency leave subject to the following limitations:

(1) Paid emergency leave for critical illness of the employee's immediate family is limited to such illness on the part of the employee's current spouse, children, or parent.

Section 9.3. Sick Leave Eligibility. In order to qualify for sick leave payments, the employee must report to the Chief or designee, or notify the City Fire Department not later than one (1) hour before the employee's normal starting time on the first day of absence unless, in the judgment of the City, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon as is possible. All absences, for which sick leave pay is desired, regardless of the length of the duration of such absence, requires the submission and approval of a "report of absence from duty" form before payment is made under these Sections.

(a) In the event of an absence of more than two (2) regularly scheduled working days or if the City has reason to believe an employee is misusing paid sick leave, the "report of absence from duty" form must be signed by the physician who attended the employee or immediate family member, unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity for the absence, and before the

employee resumes normal duties, must state that the employee is physically able to return to and perform his job duties.

(b) The Chief may waive the requirements of the physician's signature in subsection (a) above, provided s/he or the employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the Chief will sign the "report of absence from duty" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave will be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 9.4. Short-Term Disability Program. The City agrees at its expense to establish and maintain for all eligible employees, a short-term disability program, funded by self-insurance or by an insurance carrier at the City's selection, which will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which was being earned immediately prior to the disability. Benefits are paid under the following terms and conditions, and are not to exceed 26 weeks in any 12 month period:

(a) In order to be eligible for a short-term disability benefit, an employee must have one year of seniority prior to the date of disability.

(b) The employee must first use seven (7) work day sick leave credits. The employee may use available sick leave credits consistent with Section 9.1(a). The employee may use vacation credits.

(c) An employee's illness or injury must be non-compensable under the Michigan Worker's Compensation Act.

(d) The employee, as a result of a non-work related illness or injury, is unable to regularly and safely perform the requirements of his/her job classification, and such illness or injury is not attributable to the intemperate use of alcoholic beverages or use of non-prescribed controlled substances or was not attributable to causes stemming from employment or work in the service of another employer or while acting in the capacity of a private contractor.

(e) If requested by the City, the employee will furnish medical proof satisfactory to the City, that the employee is disabled as defined in subsection (d) above; authorize in writing that the City and its retained medical personnel may have access to the employee's medical records and submit to such reasonable and necessary medical examinations regarding fitness for duty. Such examinations will be at the City's expense.

(f) Benefits provided herein will be coordinated with Social Security Benefits.

Section 9.5. Use of Accumulated Sick Leave. Qualified employees, subject to the provisions set forth in these Sections, will be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages, use of non-prescribed controlled substances, or was not attributable to causes stemming from employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby will be entitled to utilize unused paid sick leave credits to make up the difference between the amount of daily benefit to which the employee is entitled under such Act and the amount of daily salary s/he would have received in his/her own job classification had the employee worked, but not to exceed the total amount that the employee would otherwise have received in take home pay had the employee worked his/her regular schedule.

Section 9.6. Sick Leave Bank. When police officer uses one (1) day of sick leave, eight (8) hours are deducted from the yearly bank. When firefighter uses one (1) day of sick leave, eleven and two-tenths (11.2) hours deducted from the yearly bank. Sick leave will be used in increments of not less than one-half (1/2) day.

Section 9.7. Sick Leave Pay Out. If and when an employee quits or is discharged from employment, any unused accumulation of paid sick leave will be canceled. When an employee retires under the City's retirement program, the employee will be entitled to be paid one-half (1/2) of accumulated unused paid sick leave as of the date of retirement up to a maximum of forty (40) days. When an employee who has quit, retired, or been discharged from employment is subsequently rehired, such employee will, as any other new employee, accumulate paid sick leave credits as set forth in Section 9.1. In the event an employee is laid off from work, the employee will, upon return to work, be credited with all of unused sick leave credits accumulated prior to layoff.

Section 9.8. Pro-rata Sick Leave Allotment. Employees who are employed after January 1 of any given year will receive a pro rata sick leave allotment per month for that year on the basis of one-twelfth (1/12) the annual amount.

PHYSICAL FITNESS

Section 10.1. Medical Examinations. The City reserves the right, without being arbitrary or capricious, to suspend or discharge employees who are not physically and/or mentally fit to perform their duties in a satisfactory manner. Such action will only be taken if a physical or mental examination performed by a medical doctor of the City's choice, at the City's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at the employee's own expense, may obtain a physical or mental examination from a medical doctor of choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the City and the Union will give the employee a physical

or mental examination. The fee charged by the third doctor will be paid by the City and the findings will be binding on the employee, City, and the Union.

WORKWEEK

Section 11.1. Tour of Duty. The normal twenty-eight (28) day tour of duty and workday for each employee will be established by the City. The City reserves the right to change the normal tour of duty and/or workdays whenever it determines that operating conditions warrant such changes. Nevertheless, when an unplanned shift change occurs for police officers without at least a 72-hour notice, the employee will receive a \$40.00 lump sum.

Shift exchanges must occur within the normal 28-day tour of duty.

Section 11.2. Overtime.

(a) All employees are expected to work overtime upon request. Overtime other than of an emergency nature must be authorized by the appropriate Chief or designee.

(b) Definition - To the extent required by law, overtime will be considered as time worked over and above a firefighter's 212 hours in a 28-day work period and a police officer's 160 hours in a 28-day work period.

(c) Overtime Premium Pay - Time and one half (1-1/2) an employee's regular straight-time hourly rate will be paid for all hours worked greater than the number of hours allowed for twenty-eight (28) day tour of duty. An exception will be made as follows: the City will pay straight time for all off-duty time necessarily spent by an officer in signing complaints in the Prosecutor's Office or in the 90th District Court.

(d) Overtime Calculation - The hourly rate for firefighters will continue to be computed as the annual base salary divided by 2912. The hourly rate for police officers will continue to be computed as the annual base salary divided by 2080. Paid sick time will not be counted as hours worked for the purpose of computing overtime payments. Vacation, personal, and holidays not worked will be counted as hours worked for the purpose of computing overtime payments. Note however, that there will be no pyramiding of overtime. Definition of pyramiding of overtime is the payment of overtime on already existing overtime. This happens if the same hours of work qualify for both daily and tour of duty overtime payment.

Section 11.3. Call-in/Call-out.

(a) An employee called in for duty (including court appearances) prior to a regular shift or after a regular shift will receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) his/her hourly rate.

(b) An employee will be entitled to the call-out rate of pay if he/she is not notified of a cancellation of a required court appearance by at least 5:00 p.m. of the day prior to the required court appearance. If a court appearance is scheduled for Monday, the employee must be notified by 5:00 p.m. of the Friday prior to the Monday.

Section 11.4. Training and Travel. Time spent in approved training activities, meetings, and conferences is considered compensable for the purposes of calculating overtime. Time spent in travel is considered compensable time worked only in so far as it meets certain conditions.

(a) Home-to-work travel – Generally home-to work travel is not considered time, regardless of how long the commute. The exception is the special one-day-assignment – an employee who regularly works at one or more fixed locations may be asked to drive beyond his/her normal jobsite for work, for training, for a meeting, or for a conference. In such cases, the extended time spent commuting is considered compensable. However, regular home-to-work travel time and meal time will be deducted, and the training time considered “hours worked.”

(b) Overnight travel – Travel away from home is work time when it crosses the employee’s work day because it merely replaces other duties. Overnight travel outside the employee’s normal work schedule is not compensable (in terms of calculating overtime pay) unless it is active/productive. That is, the time an employee spends working while traveling is considered active work and compensable. Similarly, time spent driving oneself (versus traveling as a passive passenger on a public conveyance) is also considered time worked. Again, meals and sleep time are not considered compensable hours worked in the calculation.

CLASSIFICATIONS AND WAGES

Section 12.1 The job classifications and the salary ranges are set forth in Appendix “A” attached and by this reference made a part of this Agreement.

EMPLOYMENT CONDITIONS

Section 13.1. Personnel Policies and Procedures. All City personnel policies and procedures apply to police officers and firefighters unless abridged or modified by this agreement. The agreement will be the governing document for such abridgements or modifications. However, said policies and procedures may be amended or changed by the City during the term of this Agreement.

HOLIDAYS

Section 14.1. Recognized Holidays. The following days will be recognized as holidays: New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day. A holiday will be recognized on the calendar day on which it falls. Easter Sunday and the Sunday concluding the Venetian Festivities will not be considered a holiday, but

Employee's working on Easter Sunday or on the Sunday concluding the Venetian Festivities, will be paid time and one-half (1 ½) the straight time hourly rate for the hours so worked.

Section 14.2. Holiday Eligibility. To be eligible for holiday pay under this Agreement, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the day the employee was last scheduled to work immediately before the holiday and the day the employee was first scheduled to work after such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during the employee's regularly scheduled vacation or (2) to the fact that the employee's absence on such day or days is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay.

Police officers will receive eight (8) hours at the regular straight-time hourly rate for each paid holiday not worked.

Firefighters will receive eleven and two-tenths (11.2) hours of pay at the regular straight time hourly rate for each paid holiday not work.

When an employee is required to work on any day celebrated as a holiday, the employee will be paid time and one-half (1-1/2) straight time hourly rate for the hours worked in addition to regular pay for the hours worked.

For the purpose of firefighters, a holiday is defined as that period of time between midnight to midnight the following day, except where shifts start and end at 11:00 p.m. and then the time between 11:00 p.m. to 11:00 p.m. the following day applies. Therefore, if the regular work day starts at 8:00 a.m. on the day of the holiday and the employee comes off duty at 8:00 a.m. the following day, the employee will receive time and one-half (1-1/2) for the actual hours worked on the holiday in addition to regular straight time holiday pay.

Section 14.4. Holiday During Vacation. If a holiday falls during an employee's vacation, the day is counted as a vacation and not as a holiday.

Section 14.5. Personal Leave. Employees, except for firefighters hired on or after July 1, 1989, receive three (3) personal leave days per calendar year. Firefighters hired on or after July 1, 1989 will be compensated at their regular wage for two (2) personal leave days per calendar year. Personal leave days must receive the prior approval of the Chief, must be requested at least seven (7) days in advance, except in emergency situations, in which case a reason may be requested by the Chief, and approval is always subject to the manpower requirements of the department as determined by the Chief. For police officers, a personal day equals eight (8) hours. For firefighters, a personal leave day equals twenty-four (24) hours. Unused personal hours are not paid at termination and do not carry forward to the next calendar year.

VACATIONS

Section 15.1. Vacation Eligibility. Regular full-time employees who have completed twelve (12) or more months of continuous employment with the City since their last hiring date will be entitled to paid vacations as follows:

(a) When an employee completes twelve (12) months of continuous service with the City since the last hiring date, s/he will thereafter be entitled to one (1) week of paid vacation (forty [40] hours of pay for police officers and fifty-six [56] hours for firefighters), provided s/he continues working for the City thereafter. The vacation time off may be taken at any time after completion of the twelve (12) months of continuous service.

(b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) or more years of continuous service with the City will be entitled to two (2) weeks of paid vacation.

(c) Thereafter, Police officers hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each succeeding year until a maximum of twenty-five (25) days is reached during the seventeenth (17th) year of service. Police officers hired after July 1, 1989 will be limited to twenty (20) days - four weeks maximum vacation. Firefighters hired prior to July 1, 1989 will accrue additional paid vacation at the rate of one (1) day for each successive year until a maximum of twenty-one (21) days (7 weeks) is reached. Firefighters hired after July 1, 1989 will be limited to four (4) weeks maximum vacation. (See Appendix B - Vacation Schedule.)

Section 15.2. Vacation Scheduling. Vacation paychecks will be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written requests to payroll at least fifteen (15) calendar days in advance of the start of the vacation.

(a) The Chief will determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) A maximum of 80 vacation hours for police officers and 112 vacation hours for firefighters may be carried over from one vacation year to the next. Unused time in excess of the specified hours will be forfeited. No vacation pay will be paid in lieu of vacations, except in cases of extraordinary circumstances. Unused and accrued vacation hours are paid upon termination.

(c) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference will be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference will be given in order of receipt by the City of the written requests for vacation time off. In the event an employee cancels the approved vacation time off, as among those who wish to reschedule their vacation time off, preference will be given to the employee with the next greater amount of seniority.

Section 15.3. Summer Vacations. Vacations may be scheduled during summer with advance approval from the Chief.

Section 15.4. Vacation Accumulation. Vacations may be accumulative if the employee's request for vacation is denied by the City for its convenience and may be carried over to the following year. Denial for vacation in the summer months will not be subject to this Section.

MISCELLANEOUS

Section 16.1. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations not inconsistent with this Agreement. If a rule or regulation is established by the City, a written copy will be served upon the Union five (5) days in advance of its implementation. The Union will have ten (10) days after receipt of the rule within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Bulletin Board. The City will provide a bulletin board upon which the Union will be permitted to post notices concerning its business and activities. Such notices will contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.3. Health Insurance.

(a) Monthly Premiums*. The city and eligible employees will share the cost of the health, dental and vision insurance premiums (inclusive of the Affordable Care Act taxes and fees) each paying the following proportions.

<u>City</u>	<u>Employee</u>
90%	10%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective after ratification by the parties and will remain in effect for the life of the agreement.

*As of September 24, 2011, SB7 (PA 152 of 2011) is in effect. Per this act, City Council may elect to exempt itself every year from the requirements on an annual basis. If they do not, the provisions of the law take effect.

**Or, the effective date of the start of the insurance contract year, if different, dependent upon the committee process and provider requirements.

(b) Plans and Benefits

(1) A health care insurance committee has been established consisting of one POLC employee the POLC selects, one non-union administrative employee, and the City Manager or designee (and two CWA unit employees the CWA selects upon participating). Where any changes to the then existing health care, including dental and vision, insurance plan(s) are requested by a committee member, no more

than once annually (October to October), no later than September 1 the committee may meet at and for a reasonable time and may select, by majority vote, which of up to two (2) plans will be offered to employees. The City retains the right also to offer employees other plans and cost containment programs. Provided the plan(s) are available and can be provided by the carrier and otherwise can be administratively accomplished by the City, the employees individually, in writing, will have the right to elect coverage of one of the above offered plans so that coverage is effective no later than October 1 that year.

Should the committee not meet the annual September 1 deadline for plan selection, the City will then offer the employees up to two (2) of the plans then being provided to the employees, provided such plan(s) remain available and can be provided by the carrier and otherwise can be administratively accomplished by the City. The City retains the right also to offer employees other plans and cost containment programs in addition to committee selection. The employees individually, in writing, will have the right to elect coverage of one of these plans so that coverage is effective no later than October 1 that year.

The plan(s) selected by the committee and/or by the City as provided above will be the sole plan(s) under which employees may elect coverage. Upon committee and/or City selection resulting in any plan or benefits changes, the parties agree to enter into a letter of understanding generally describing the plan(s) and benefits selected and offered, so that coverage can be administratively accomplished no later than October 1 that year.

(2) Further, the City reserves the right to change insurance carriers, including self-insurance, provided the benefits remain substantially equal to the then current benefits.

(c) Section 125 Plan. To the extent the City provides non-union full-time administrative employees a Section 125 Plan, the City will also provide that plan to employees.

(d) Opt-Out Reimbursement. The City will pay an annual cash reimbursement as follows for the employee who elects not to participate in 2-Person (double) or family coverage. To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage. Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

Effective Date:	<u>10/1/2014</u>
Opt-Out:	\$3000/Yr = \$250.00/month

Section 16.4. Life Insurance. The City agrees to provide group life insurance benefits with AD&D to those employees who qualify therefor at standard insurance rates

in the amount of Twenty-five Thousand Dollars (\$25,000.00) with an insurance carrier or carriers authorized to transact business in the State of Michigan.

Section 16.5 Pension Plan

The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a 50/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. The employee will retain all benefits accrued through the previous B-4 Frozen FAC Plan. The City will also pay into the City's current ICMA 457 plan on behalf of each employee an amount equal to the employee's own contribution to the plan or one percent (1%) of the employee's wages, whichever is less. In consideration of transitioning from a MERS B-4 to a MERS C-1 Plan, the City shall pay 7.5% of the employee's gross wages into the City's current ICMA 457 plan on behalf of each employee.

Section 16.6. Uniforms. For the life of this Agreement, the City will continue its practice regarding furnishing and cleaning uniforms.

Section 16.7 Residence. All employees are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix to the employee's residence. If the employee's spouse is also employed by a public employer, this section will not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have their current residence address and telephone number on file with the Fire and/or Police Department.

Section 16.8. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.9. Gender. Reference to any gender will apply equally to the other and vice versa.

Section 16.10. Agreement Copies. The City agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The City further agrees to provide the necessary additional copies to the Union on a cost basis.

Section 16.11. Validity. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement will not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union will enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, will govern their entire relationship and will be

the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.13. Liability Insurance - Civil/Criminal. The City agrees to maintain liability insurance for claims made against the City and its POLC unit employees for acts arising out of and in the course and scope of their employment. Defense is provided in accordance with the terms and conditions of the current policy.

Section 16.14. Drug Free Workplace.

(a) Policy Statement. Employees are the City's most valuable resource. Employees' health and safety are of vital concern. The City's and employees' lifeblood is being conscientious, productive and efficient in serving our citizens. The public has a right to expect that those in the safety-sensitive positions of police officers/firefighters and police and fire management who protect the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this policy.

Employees have the right to work in an alcohol and drug free environment and not be subjected to the actual or possible adverse effects of drug and alcohol abuse. To protect the well being of the employees, the public and the City, this policy builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this policy provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City. Consent to and compliance with this policy is a condition of employment. With these fundamental objectives in mind, the City's policy on illegal or unauthorized use of prohibited substances for police officers, fire officers and police and fire management is as follows:

(b) Policy Application.

(1) This policy covers all police officers, firefighters, police and fire department management and applicants for employment.

(2) This policy applies to employees when they are on or off duty time or City premises. City time is any time period when an employee is on duty whether or not actively performing work including lunch and break time, and when performing,

expected to be performing, or ready to perform work whether or not the employee is at his/her regularly assigned work location, and whether or not the employee is on City premises. City premises includes all property whether owned, leased or used by the City or for City business, including without limitation all facilities, land, buildings, structures, restrooms, lockers, offices, parking lots, as well as City or other motor vehicles or equipment.

(c) Prohibited Substances.

The prohibited substances covered by this policy include:

- (1) All illegal drugs or controlled substances including inhalants.
- (2) All legal drugs used in an unauthorized, non-prescribed or illegal manner.
- (3) Any beverage containing alcohol.

(d) Prohibited Conduct.

(1) Use, consumption, possession, storage, manufacture, distribution or sale of a prohibited substance on or off City premises or City time, excluding alcohol off the City premises and off City time, that is not abused, or render the employee under the influence.

(2) Reporting to or being at work after taking or being under the influence of a prohibited substance.

(i) Under the influence of alcohol is defined as an alcohol test result of 0.02 or greater.

(ii) Under the influence of an illegal drug or controlled substance is having a positive confirmed test result.

(3) Intentional violation or misuse of a prescription drug or over the counter medication.

(4) Intentional use of a prescription drug belonging to or prescribed for another person.

(5) Failure to consent, submit to, or cooperate in an inspection, search, or testing consistent with this policy including tampering or substitution of substances to be tested.

(6) Failure to inform the City of any arrest or conviction under any criminal drug or controlled substances statute including any guilty plea, plea of nolo contendere, or plea under advisement within five days of the arrest, conviction or plea.

(7) Unsuccessful completion or failure to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.

(8) Any other violation or attempted violation of this policy.

(e) Enforcement of Policy.

(1) Inspections, surveillance and searches of City premises and employees or others on City premises including personal effects and vehicles are authorized by this policy consistent with the law and the Constitution of the United States.

(2) Screening of applicants by scientific drug and alcohol screening may be carried out by a City-approved facility after a conditional offer of employment has been made. The applicant will be informed of the City's conducting the screening and requested to give written consent to the collection and testing. Refusal to sign a consent form will terminate the employment process. A positive test result will terminate the employment process.

(3) Employee Testing.

(i) The City will use state of the art collection and testing laboratory facilities and procedures to conduct scientific drug and alcohol testing. To insure high levels of test reliability and validity, the City will use scientifically tested techniques and employ as specimens urine, breath, or blood. The testing laboratory will be a SAMHSA (federal Substance Abuse and Mental Health Services Administration) or FDA (federal Food and Drug Administration) approved. Initial and confirmation testing cutoff levels for illegal drugs and controlled substances will be consistent with U.S. Department of Transportation concentrations as established by its regulations or proposed regulations as existing at the time of laboratory testing in the individual circumstances, but the City also has the right to know and use test results below cutoff levels showing detectable trace amounts of illegal drugs or controlled substances. Strict adherence to specimen chain of custody and other collection and testing procedures is required. Any violation in the custody chain or testing procedures will render the test results invalid. Initial positive test results for illegal drugs and controlled substances will be confirmed by testing before a confirmed positive test result is reported to the City Manager. A medical review officer will be utilized in interpreting testing results before the results are released to the City. The MRO will be a licensed physician with knowledge of substance abuse, prescription drugs, pharmacology and toxicology of alcohol, illegal drugs and controlled substances. Test results will be reported by the laboratory or MRO to the City Manager in a sealed envelope marked "Confidential" or other appropriate marking. Further dissemination of test results will be on a strictly need to know basis in accordance with applicable law. Collection and testing will be performed with due regard for maintaining the individual's personal privacy and maintaining confidentiality to the extent practicable under the circumstances. Any collection and testing information will be filed separate from the individual's personnel file, labeled "Confidential" or other appropriate marking and access to this file will be restricted to the City Manager and management on a strict need-to-know basis, the employee, or those authorized in writing by the employee.

(ii) Drug and alcohol testing of any employee for reasonable suspicion is authorized by this policy. Reasonable suspicion is a quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Detectable trace amounts of illegal drugs or controlled substances from a prior test constitute reasonable suspicion to re-test the employee. Such reasons or facts of reasonable suspicion will be documented in writing and provided to the employee prior to testing.

(iii) Mandatory testing may be done of any employee in the following situations:

- Following a work related accident;
- Following a work related injury requiring medical treatment of the employee;
- Following a leave of absence of 30 or more consecutive days;
- Following a layoff of 30 or more consecutive days;
- Following a return to work after successfully completing a treatment or rehabilitation program approved by the City. Such testing will be conducted before the employee actively resumes work, followed by unannounced testing at any time as determined solely by the City for a minimum of 12 months but up to 24 months after the employee returns to active work.
- At any time, including unannounced, during the employee's probationary period.
- Reasons for mandatory testing will be documented in writing and provided to the employee prior to testing.

(iv) The City has the right to randomly test up to two randomly selected employees four times per year. These tests will be unannounced and all employees will have an equal chance of being selected based upon objective and anonymous selection procedures conducted in front of a union representative. An employee who has been randomly selected will be subject to any additional testing, if again randomly selected or pursuant to other types of testing under this policy.

(v) No inspection or search, or collection or testing, consistent with this policy will be conducted without the employee's written consent except where the employee is not promptly available or immediate concerns such as safety are present. Failure to provide written consent of this nature can be considered the same as a confirmed positive test result for a prohibited substance.

(vi) An employee will be compensated for time involved with the testing if not on duty.

(f) Violations of Policy.

(1) Any violation of this policy will be just cause to discipline the employee up to and including discharge.

(2) An employee who is tested for reasonable suspicion or under the mandatory testing procedures may be placed on administrative leave with pay pending the test results and any further prompt investigation and determination of the employee's employment status.

(3) If an employee is found in violation of this policy or tests positive but is not discharged, mandatory referral to an employee assistance program may be required at the sole discretion of the City. The City will determine the treatment and counseling program and in consultation with the program's personnel, determine what treatment and counseling will be required for the employee before being returned to active employment. Time off work for such treatment and/or counseling will be

conducted with accumulated sick time and/or a medical leave of absence which will be counted towards the employee's Family and Medical Leave Act entitlement if eligible.

(4) The City cannot allow an employee directed to test for reasonable suspicion or mandatory testing to jeopardize the safety of the employee, fellow employees and the public. Therefore, the City will transport or arrange for transportation of such employee to and from the collection site and/or testing under these circumstances. After collection and/or testing, where a positive test result is promptly reported or where testing results are not promptly available, the City will transport or arrange for transport of the employee to the employee's residence. The employee's failure to cooperate fully with transportation procedures will be considered insubordination for which the employee maybe disciplined up to and including discharge.

(g) Voluntary Assistance.

Early recognition and treatment of chemical dependency is important for successful rehabilitation and reduced personal, family and social disruption. The City supports sound treatment efforts for its employees who are experiencing drug and/or alcohol problems and who voluntarily seek assistance. An Employee Assistance Program (EAP) should be sought which provides help for employees who have drug or alcohol abuse and/or other personal/emotional problems. Any employee experiencing substance abuse problems should seek professional evaluation and assistance from and EAP before the employee risks violating this policy. However, voluntarily sought assistance will not protect an employee who is found to be in violation of this policy. At the same time, no employee will be subject to disciplinary action simply for voluntarily requesting help due to drug and/or alcohol dependency.

An employee who voluntarily seeks the City's assistance and is diagnosed or evaluated as chemically dependent and undergoes treatment and counseling for substance abuse will be allowed to use accumulated sick time or be granted a medical leave of absence for such treatment which will be counted towards the employee's Family and Medical Leave Act entitlement if the employee is eligible. The EAP will monitor the employee's follow through and successful completion of any required treatment and rehabilitation as recommended by the professionals involved and approved by the City. The employee must cooperate fully with the rehabilitation process, including without limitation, signing an authorization for the EAP to receive all directly related and other treatment and counseling information and records. This will be for the purpose of making a timely return to work recommendation when and if appropriate. The employee will also be required, before returning to active employment, to sign an authorization releasing the staff of the treatment and rehabilitation program to bear witness to the employee's course of treatment and counseling in the evaluation process to return the employee to work. Should an employee undergo outpatient treatment and rehabilitation and the City, in its sole discretion, permits the employee to continue working during such treatment, the employee will be expected to maintain satisfactory job performance including, without limitation, attendance. Before an employee is returned to active employment the treatment and rehabilitation program must first release the employee and present to the City Manager certification that the employee has successfully completed the

program and is capable of returning to work. The City reserves the right to have independent medical experts verify that the program was successfully completed and that the employee is fit for work. To the extent insurance does not cover the treatment and EAP, the employee will bear the costs.

The employee must test negative for drugs and alcohol before returning to work and satisfy all requirements under the City's applicable leave policies. The employee will also be subject to unannounced follow-up testing at any time during at least twelve (12) months following the employee's return to active employment subject to being extended to twenty-four (24) months in the City's sole discretion. The employee must comply with this policy upon return to active employment, and any violation of this policy thereafter will be just cause for immediate termination of employment.

(h) Policy Administration.

The City Manager will be responsible for the coordination, implementation and enforcement of this policy. All questions should be directed to the City Manager. To protect employee privacy and dignity to the extent practicable under the circumstances, particularly where matters regarding medical and personal information are involved, coordination and investigation of suspected drug or alcohol activity prohibited by this policy will be handled through the City Manager.

Section 16.15. Longevity. Full-time employees will be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

<u>Years of Service As of December 1</u>	<u>Annual Payment</u>
Five (5)	\$100.00
Ten (10)	\$200.00
Fifteen (15)	\$300.00
Twenty (20)	\$400.00
Twenty-five (25)	\$500.00
Thirty (30)	\$600.00

This payment will be made on the first pay period following December 1 of each year.

Section 17.1 Emergency Manager Act

To the extent required by MCL, 423.215 (7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL, 141.1501, et seq) may reject modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. (Mandatory).

DURATION OF AGREEMENT

Section 18.1. Termination. This Agreement will become effective June 1, 2014, and will remain in full force and effect until 12:01 a.m. March 31, 2017, and from year to year

thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

POLICE OFFICERS LABOR COUNCIL

CITY OF CHARLEVOIX

Date: _____

Date: _____

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

The following classifications and wage rates will be effective the first pay period on or after the date(s) indicated:

	<u>6/1/14*</u>	<u>6/1/15</u>	<u>6/1/16</u>
Police Sergeant	\$47,828	\$48,306	\$48,789
Police Officer	\$45,748	\$46,206	\$46,668
Firefighter/Paramedic**	\$45,748	\$46,206	\$46,668
Firefighter	\$43,918	\$44,357	\$44,801
Probationary Police Officer	\$43,918	\$44,357	\$44,801
Probationary Firefighter	\$42,084	\$42,505	\$42,930

*A 1% off scale, one time Consolidation of Services bonus will be payable by separate check after ratification by the parties. Per PA 54 of 2011 (Imd. Eff. June 8, 2011) wages go into effect as of the signing date of this Agreement.

**Should a Firefighter/Paramedic not maintain a Paramedic License, s/he will be placed at the pay rate of a "Firefighter" effective the date of license expiration.

Bonus Lump Sum Amount

If an employee procures and maintains the described licenses and/or training (providing proof), s/he will receive a lump sum payment on the first pay period following the contract anniversary date. The annual amount will be pro-rated from the effective date to the next anniversary date if a new license is obtained. If a license is taken away or lapses, a pro-ration of the paid lump sum will be deducted from the employee's pay. The City will pay for class cost (such as registration and books) and will also provide a vehicle for travel. The individual employee will receive the licenses and/or training and maintain said licenses and training on his/her own time.

<u>Police Officers</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
Procure and maintain an EMT license	\$600	\$600	\$600
Procure and maintain a CPR/AED certification	\$200	\$200	\$200

Procure and maintain a Firefighter I license and maintain a CFD membership	\$200	\$200	\$200
--	-------	-------	-------

Procure and maintain a Firefighter II license and maintain a CFD membership	\$200	\$200	\$200
---	-------	-------	-------

<u>Firefighters/Police Officers</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
--	----------------------	----------------------	----------------------

Procure and maintain the following Fire Officer Training Certificates/License:

Company Fire Officer I & II	\$400	\$400	\$400
-----------------------------	-------	-------	-------

Fire Officer III	\$200	\$200	\$200
------------------	-------	-------	-------

APPENDIX B

VACATION SCHEDULE FOR EMPLOYEES HIRED BEFORE 7-1-89

<u>AFTER:</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>	<u>6 YR</u>	<u>7 YR</u>	<u>8 YR</u>	<u>9 YR</u>	<u>10 YR</u>	<u>11 YR</u>	<u>12 YR</u>	<u>13 YR</u>	<u>>></u>	<u>17 YR</u>
FIRE IN WKS	1.3	2.6	3.0	3.4	3.9	4.3	4.7	5.1	5.6	6.0	6.4	6.9	7.0	>>	7.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	5.0	>>	5.0
<hr/>															
FIRE IN HRS	72	144	168	192	216	240	264	288	312	336	360	384	392	>>	392
POLICE IN HRS	40	80	88	96	104	112	120	128	136	144	152	160	168	>>	200

VACATION SCHEDULE FOR EMPLOYEES HIRED AFTER 7-1-89

<u>AFTER:</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>	<u>5 YR</u>	<u>6 YR</u>	<u>7 YR</u>	<u>8 YR</u>	<u>9 YR</u>	<u>10 YR</u>	<u>11 YR</u>	<u>12 YR</u>	<u>>></u>	<u>17 YR</u>	
FIRE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0	
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0	
<hr/>															
FIRE IN HRS	--	112	123	134	146	157	168	179	190	202	213	224	>>	224	
POLICE IN HRS	--	80	88	96	104	112	120	128	136	144	152	160	>>	160	