

AGREEMENT

BETWEEN

THE CITY OF FRANKENMUTH

AND

THE POLICE OFFICERS LABOR COUNCIL -

FRANKENMUTH POLICE PATROL UNIT

January 1, 2016 to December 31, 2018

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AGREEMENT

This Agreement is entered into this 15th day of December, A.D., 2015, between the City of Frankenmuth, hereinafter referred to as the "City" and the Police Officers Labor Council, as agent acting for and on behalf of the regular full-time officers of the Frankenmuth Police Department, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE I. RECOGNITION

Section 1.

Under the provisions of Act No. 379 of the Public Acts of 1965, as amended, of the State of Michigan, the City of Frankenmuth recognizes the Union as the exclusive collective bargaining representation for the officers in the defined bargaining unit for the purposes of bargaining with respect to wages, hours of employment, and other working conditions.

Section 2.

The bargaining unit shall consist of all regular, full-time officers of the Frankenmuth Police Department, exclusive of the Chief of Police.

ARTICLE II. MANAGEMENT RIGHTS

Section 1.

The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, and any modifications made thereto and any ordinances or resolutions adopted by elected City officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished within this Agreement are reserved to and remain vested in the City including, but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material, or methods of operation;
- (b) to introduce new equipment, methods, and technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
- (d) to determine the number, location, and type of facilities and installations;
- (e) to determine the size of the work force and increase or decrease its size;
- (f) to hire, assign, and lay off officers, to reduce the work-week or the work-day or effect reductions in hours worked by combining layoffs and reductions in the work-week or work-day;

- (g) to permit police officers and other employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the City, this is necessary for the conduct of municipal service;
- (h) to direct the work force, assign work, and determine the number of employees assigned to operations;
- (i) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications;
- (j) to determine lunch times, rest periods and cleanup times, starting and quitting times and the number of hours worked;
- (k) to establish work schedules;
- (l) to discipline and discharge officers for cause;
- (m) to adopt, revise, and enforce general conditions of employment not covered in this agreement and department rules and regulations and to carry out cost and general improvement programs;
- (n) to transfer, promote and demote officers from one classification or shift to another;
- (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency to perform available work.

Section 2.

The City agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the City, and the Union further agrees to waive its rights to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

ARTICLE III. PUBLIC SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Therefore, the Union agrees that there shall be no interruption of these services, for any cause whatsoever, by the officers it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner to any degree with the services of the City.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to officers, without recourse to the grievance procedure herein provided, although the question of participation may be the subject of a grievance, and/or of exercise of any legal right or remedy as to the Union, and/or of cancellation of this Agreement by the city.

ARTICLE IV. UNION RIGHTS

Section 1.

Current full-time officers and full-time officers hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay to the Police Officers Labor Council, a representation fee equivalent to their fair share of the cost of negotiating and administering

this Agreement as set forth by the Police Officers Labor Council, effective thirty-one (31) days after the effective date of this Agreement or upon the date of hire, whichever is later.

Section 2.

For those officers for whom properly executed payroll deduction authorization forms are delivered to the City's payroll office, the City shall deduct from their pay on the first payroll each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of officers from whose pay such deductions were made to the Union. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the City's compliance with the provisions of this article.

Section 3.

The Union, or any committee thereof, shall have the right to use the facilities of the Police Department without charge for Union meetings. Proper clearance for the use of said facilities shall be obtained from the Chief of Police prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Police Department.

Section 4.

The City shall provide space within the Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union shall not use the bulletin board for notices prejudicial to any elected or administrative City official.

Section 5.

Union members' Police Department personnel files shall be kept under the direct control of the Chief of Police. The City shall not allow anyone other than authorized personnel to read, view, have a copy of, or in any way peruse in whole or in part a Union member's police personnel file or any document which may become a part of his/her file. The City agrees not to divulge the contents of the officer's file without a written release from the officer concerned.

A member of the bargaining unit shall be notified and given a copy of any and all items placed into his/her personnel file. He/she has the right to view any or all portions of his/her personnel file, except a background investigation report, upon written request to the Chief of Police.

ARTICLE V. UNION REPRESENTATIVES

Section 1.

One (1) of the two (2) officer representatives on the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances. All other matters shall be taken care of by the full bargaining committee.

Section 2.

A steward may not process a grievance during his/her normal duty hours without prior approval of the Chief of Police. However, such time spent must be kept to a minimum and be reasonable.

Section 3.

The Union shall furnish the City with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the City may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE VI. HOURS AND RATES OF PAY

Section 1.

The current normal work-day for regular, full-time officers shall be ten (10) consecutive hours, which shall include a paid lunch period. The work-week for regular, full-time officers shall consist of eight (8) consecutive work-days within an eighty (80) hour, fourteen (14) day pay period. The bi-weekly pay period shall begin on Sunday at 12:00 A.M. and end on the second Saturday at 11:59 P.M. Full-time officers shall be paid at the rates of pay hereinafter provided in Appendix A, which is part of this Agreement, per biweekly pay period.

Work schedule assignments shall normally be made on a seniority and qualification selection basis. Requests for the following month must be made by the 15th day of each preceding month. Work schedules for the following month shall be posted by the 20th day of each preceding month. Changes in the posted work schedule shall be with the consent of the employee(s) involved and be promptly posted by the Chief of Police.

Section 2.

Full-time officers covered by this Agreement shall be paid at one and one-half (1 ½) times the regular hourly rate for any scheduled hours worked in excess of ten (10) hours per day or eighty (80) hours per pay period. In no case, however, shall any overtime hours be pyramided to create an hourly rate greater than one and one-half (1 ½) times the regular hourly rate. All unscheduled hours of overtime worked, to be compensable, shall first be approved by the Chief of Police.

All additional hours to be worked outside of the normal work schedule shall be first offered to full-time officers, except those vacancies which occur with less than twenty-four (24) hours notice, and the employer elects to fill, may first be offered to part-time officers.

When vacancies are created by officers requesting compensation time (CT), the Police Chief will have seventy-two (72) hours to assign a part-time officer to that particular shift(s). If the vacancy created by CT is not filled within seventy-two (72) hours from the time the Police Chief was notified of the vacancy, it must be offered to full-time officers.

When vacancies occur for other unanticipated reasons (examples: injury, medical reasons, administrative leave, Family Leave Act requirements, etc.), the Police Chief may use part-time officers to fill those vacancies.

Patrol Overtime Equalization is the equal dispersion of patrol overtime among full-time officers. This applies to all full-time officers, regardless of assignment or rank. It shall be maintained by the Union. The City is not responsible or liable for patrol overtime equalization. This will be covered by a departmental general order.

Section 3. Compensatory Time.

Officers may elect to have their overtime hours placed into a compensatory time bank with the approval of the Chief of Police. Overtime hours placed in the bank shall be credited at the rate at which they are earned. Officers hired before January 1, 2009, may have a maximum of eighty (80) hours in the compensatory time bank. Officers hired after January 1, 2009, may have a maximum of forty (40) hours in the compensatory time bank.

Comp time may not be carried forward to the next calendar year. Accumulated comp time shall be paid to the employee in the first pay period following December 31st.

ARTICLE VII. COURT TIME

All regular full-time officers shall be paid at one and one-half (1 ½) times the regular hourly rate for court time, with a minimum of two (2) hours, when they are not working a scheduled shift. Transportation in a City owned car from the City Office and returning to the City Office shall be provided when a car is available. If a car is unavailable, the officer shall be compensated at the current City rate for mileage.

Officers shall be required to submit a signed court time slip and all court time must be recorded on a daily log sheet.

Any court fees which may be paid to an officer shall be turned over to the City as partial reimbursement for the officer's court time.

ARTICLE VIII. INSURANCE AND PENSION

Section 1. Life Insurance.

The City shall furnish term life insurance to the officers covered by this Agreement with death benefits of thirty thousand dollars (\$30,000), with double indemnity for accidental death.

Section 2. Indemnity Insurance.

Short Term Disability Coverage. The City shall furnish indemnity insurance to the officers covered by this Agreement. The weekly indemnity policy shall provide sixty-seven percent (67%) of the officer's basic weekly wage up to eight hundred dollars (\$800) per week, to a maximum of twenty-six (26) weeks, for illness and injuries which are not job related, including pregnancy leave for female officers. Payments begin on the first (1st) day for accidents and on the eighth (8th) day for illness.

Long Term Disability Coverage. The City shall furnish to eligible officers who have completed ninety (90) days of service an extended indemnity insurance policy which provides sixty-six and two-thirds percent (66 2/3%) of the employee's basic weekly wage up to seven thousand five hundred dollars (\$7,500) per month, after being off work for six (6) months, for illness and injuries which are not job related. This benefit shall be available up to age sixty-five (65) if the employee's age on the date of the disability is less than sixty (60) years. For those employees older than sixty (60) years at the time of the disability, the length of time the benefit will be available varies with the age of the employee.

The premiums for these Indemnity Insurance coverages shall be paid one-hundred percent (100%) by the City.

The basic (40 hour work week) weekly or monthly wage which determines the amount of the weekly or monthly benefit shall be reviewed annually in January to determine if a change has occurred, and such changes will usually be effective in February.

Section 3. Dental Insurance.

The City shall provide to regular, full-time officers and their immediate family a dental insurance plan. The premium for this dental insurance program will be paid eighty percent (80%) by the City and twenty percent (20%) by the employee. The plan shall provide one hundred percent (100%) for Preventive (Class I Services), seventy-five percent (75%) for Restorative (Class II) Services, fifty percent (50%) for Prosthodontic (Class III) Services, and fifty percent (50%) for Orthodontic (Class IV) Services, with a one thousand dollar (\$1,000) per member combined annual limit for Class I, II and III dental services and a fifty percent (50%) coverage for Class IV dental services for children up to age nineteen (19), and a one thousand dollar (\$1,000) lifetime maximum per child.

Section 4. Vision Insurance.

The City shall provide to regular, full-time officers and their immediate family a vision insurance plan through Blue Cross Blue Shield known as Blue Vision (VSP 24/24/24). The premium for this vision insurance program will be paid eighty percent (80%) by the City and twenty percent (20%) by the employee. The plan shall provide eye exams with a five dollar (\$5.00) co-pay by the employee and lenses and frames with a ten dollar (\$10.00) co-pay by the employee. Partial coverage for elective contact lenses, in lieu of frames and lenses, or therapeutic contact lenses, are also available under this plan. These benefits shall be available once every twenty-four (24) months.

Section 5. Health Insurance.

The City shall provide to regular, full-time officers and their immediate family a health insurance plan through Blue Cross Blue Shield known as the Community Blue HRA PPO Platinum \$2,000 (\$1,500) Medical Coverage and the Blue Preferred RX SG Prescription Drug Coverage. Details of this plan are described in a separate document. The premium for this health insurance program will be paid eighty percent (80%) by the City and twenty percent (20%) by the employee. The City will provide employees the opportunity for a pretax deduction of this premium co-pay through its Section 125 Cafeteria Plan.

The plan will include a ten dollar (\$10.00) generic/forty dollar (\$40.00) formulary name brand/eighty dollar (\$80.00) non-formulary name brand co-pay prescription drug rider with the STEP Therapy rider.

The family continuation rider will be made available for qualified children as required by the Federal Affordable Care Act.

It is also agreed that the City may contract with a third party (e.g., Basic, Inc.) to administer a higher co-pay and/or deductible insurance plan with the understanding that health insurance benefit levels and final out of pocket co-pays remain consistent with the Community Blue P.P.O. Hybrid Plan, the prescription drug plan described above, the dental insurance plan described in section 3 of Article VIII and the vision insurance plan described in Section 4 of Article VIII. The Union shall have the right to prove non-equivalency, in the event a change occurs.

Reimbursements shall be made to eligible officers by the City through its third party administrator upon submission of documentation of payments for health care, prescription drugs, dental care and vision care.

For eligible employees who elect to not participate in the City's group health insurance program, the following option may be selected. The City will contribute fifty (50%) percent of the premium which would otherwise be paid for that employee per month in an approved tax sheltered annuity (TSA) program. All TSA programs must be approved by the City Manager.

It is also agreed that if the Federal Health Insurance Cadillac Tax becomes applicable to the regular, full-time Police officers and their immediate family the terms of this Agreement may be reopened for further negotiations between the officers and the City of Frankenmuth pertaining to the Cadillac Tax.

Section 6. Payments to Family in Case of Duty Death.

If an officer is killed in the course of his/her employment while on duty, the City shall pay a specified amount of money to the immediate family (spouse and children up to age nineteen {19}) of the deceased officer. This amount of money will be the same amount as is currently being paid on a monthly basis for health insurance and dental insurance premiums. This will be a fixed dollar amount per month to be paid directly to the family. That amount will not increase if future health and dental insurance premiums increase. If the spouse remarries, he/she will no longer be eligible to receive this payment, and the City will discontinue payment of the amount equivalent to the spouse's share of the premium. When the children

reach nineteen (19) years of age they will no longer be eligible for this payment, and the City will discontinue payment of the amount equivalent to the children's share of the premium.

Section 7. Health Insurance for Retirees.

The City shall provide to eligible retirees health insurance as described herein. In order to be eligible for health insurance coverage, a retiree must have at least ten (10) years of full-time employment with the City of Frankenmuth, must have worked for the City up to the date of retirement and be eligible for retirement benefits through the Municipal Employees Retirement System. (NOTE: Neither of the below listed plans includes vision or dental insurance).

(A) Plan For Retirees Under Sixty-Five (65) Years of Age

The City shall provide to retirees under sixty-five (65) years of age the Community Blue P.P.O. Hybrid Plan through Blue Cross Blue Shield. Employees will be required to pay forty dollar (\$40.00) co-pay amounts for all health related office visits. The plan will include a ten dollar (\$10.00) generic/forty dollar (\$40.00) formulary name brand/eighty dollar (\$80.00) non-formulary name brand co-pay prescription drug rider with the STEP Therapy rider.

Reimbursements shall be made to eligible officers by the City through its third party administrator upon submission of documentation of payments for eligible health care expenses.

The City shall pay up to four hundred fifty dollars (\$450) of the monthly premium for a one or two-person policy for retirees from the age of fifty-five (55) until the retiree is eligible for Medicare. If applicable, the retiree must pay the remainder of the premium for a one or two-person policy from the age of fifty-five (55) until the retiree is eligible for Medicare. (NOTE: Should the retiree and/or his/her spouse be eligible for health insurance through another source, the City shall not be responsible for contributing to the retiree's health care coverage as specified herein; however, coverage for the retiree and his/her spouse will continue should the retiree's other health insurance coverage cease).

(B) Plan For Retirees Sixty-Five (65) Years of Age And Over

The City shall provide to retirees sixty-five (65) years of age and over the Blue Cross Blue Shield Supplemental Coverage for Medicare Benefits. After the retiree is eligible for Medicare, the retiree must pay one hundred percent (100%) of the premium of the Blue Cross Blue Shield coverage.

To be eligible for the City's participation from age fifty-five (55) until the retiree is eligible for Medicare, the retiree must also have:

- (a) Worked full-time for the City for ten (10) or more years prior to retirement.
- (b) Been enrolled in the health insurance plan prior to retirement.
- (c) Not vested his or her retirement prior to age fifty-five (55) years old.

Retirees must continue to pay their premiums on a timely basis or their participation in the program may be terminated.

Surviving spouses of eligible retirees must continue to receive retirement benefits from the Municipal Employees Retirement System in order to be eligible for continued participation in the health insurance plan following the retiree's death.

Section 8. Workers' Compensation.

All officers are covered by applicable State Laws for injury suffered on the job.

Section 9. Retirement Benefits.

(A) Retirement Benefits for Officers hired before January 1, 2009. Defined Benefit Plan.

The officers covered by this Agreement are covered by the Michigan Municipal Employees Retirement System, of which the City is a member. Each officer's contribution into the program in calendar year 2016 will equal seven percent (7.00%) of his/her total compensation. In calendar year 2017 that amount shall increase to seven and one half percent (7.50%); in calendar year 2018 that amount shall increase to eight percent (8.00%) of his/her total compensation. In each of these years the City will contribute an actuarially determined amount as required by the Retirement System to keep it in sound financial condition. These officers have the coverage of the F55/25 Program, which allows retirement at age fifty-five (55) with full benefits to those officers who have twenty-five (25) years of service credit with the City. As of January 1, 2016, the retirement benefits paid to these officers will bridge from a B-4 benefit to a B-3 benefit with a 2.25% multiplier, E-2 (re-adoption), FAC 3 Program offered by the Retirement System. (NOTE: The re-adopted E-2 rider was effective January 1, 2001.)

(B) Retirement Benefits for Officers hired on or after January 1, 2009. Hybrid Plan.

The officers covered by this Agreement are covered by the Michigan Municipal Employees Retirement System, Benefit Program H which consists of the following two components.

(a) For the Defined Benefit (DB) Component of the Plan.

The DB Component shall be exclusively funded by the City, with no officer contributions permitted. The Benefit Multiplier shall be 1.0% times the years of service times the Final Average Compensation (FAC). The FAC shall be FAC-3. The Benefit shall be payable at age 60. These officers are 100% (one-hundred percent) vested after six (6) years of service credit with the City.

(b) For the Defined Contribution (DC) Component of the Plan.

Each officer contributes on a pre-tax basis four percent (4%) of his/her earnings into the Plan. This amount cannot be decreased. Each officer may make additional voluntary (unmatched) after-tax contributions to this Component of the Plan.

ARTICLE IX. PROBATIONARY PERIOD

Section 1.

New full-time officers shall serve a probationary period of twelve (12) months from the date of swearing in as a Frankenmuth Police Officer. The Union shall represent probationary officers for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement except those related to discharge and discipline. In the event of discharge and/or discipline of an officer on probationary status, the Union may represent said officer, but neither the officer nor the Union may process any grievance arising out of disciplinary or discharge action to the arbitration step of the grievance procedure.

Section 2.

The City shall notify the probationary officer, in writing, after he/she has completed each three (3) months of his/her probationary period, advising him/her of any areas of weakness and his/her general overall acceptability to law enforcement.

ARTICLE X. PAID TIME OFF LEAVE

Paid Time Off Leave (PTO).

The anniversary date for Schedule 1 of Paid Time Off Leave (PTO) shall be January 1st. Officers must complete one (1) year of service to be eligible to receive Schedule 1 of Paid Time Off (PTO) benefits. Officers will earn credit toward Paid Time Off (PTO) in accordance with the following schedules:

SCHEDULE 1

For use after January 1st of the following calendar year:

After 1 year	40 hours
2 years	80 hours
3 years	90 hours
4 years	100 hours
5 years	120 hours
6 years	130 hours
7 years	140 hours
8 years	150 hours
9 years	160 hours
10 years	170 hours
11-15 years	180 hours
16-20 years	190 hours
21-25 years	210 hours
26 years or more	220 hours

SCHEDULE 2*

For use following the month after it was earned, one-half (½) day for each month of employment.

*Note: Employees hired after January 1, 2006, are not eligible for Schedule 2 of PTO.

Officers shall accrue Paid Time Off (PTO), which may be used for any purpose (vacation, illness, personal business, etc.). Medical certification may be required to substantiate PTO taken due to illness of three (3) or more consecutive working days.

Paid Time Off (PTO) may be taken in increments of one half (½) day and must be used within the calendar year received. Each December 31st, officers shall be reimbursed for all unused PTO hours at the then earned hourly rate. PTO leave shall not be accrued from year to year.

All officers with one (1) or more years of service, whose employment is terminated, shall be entitled to all Paid Time Off (PTO) and pay accumulated to the termination date. This time is earned from the date of hire. Paid Time Off earned under Schedule 1 shall be pro-rated from January 1st to the date of termination.

Use of Paid Time Off (PTO), except for illness, will be scheduled by the City at mutually convenient times subject to the reasonable need of the department for having particular officers on particular jobs at particular times. Seniority shall be honored in granting officers' requests for PTO. Officers may schedule PTO in less than 40 hour work week increments when mutually convenient.

Use of Paid Time Off (PTO) in different calendar years may not be scheduled back-to-back without prior written approval by the Chief of Police.

ARTICLE XI. MISCELLANEOUS REIMBURSEMENTS

Section 1. Tuition Reimbursement.

Reimbursement for tuition expenses will be available to all full-time employees who are enrolled in job-related courses or degree programs. Application for reimbursement must be approved by the Police Chief, and then submitted to the City Manager for approval. The deadline for submitting the application to the City Manager is the first (1st) day of the class.

Upon completion of the course, the employee must present a report card or certificate of completion along with proof of payment to the City Manager. A voucher will be prepared for reimbursement of tuition only for those courses where the employee obtained a grade equivalent of "C" or better.

The maximum reimbursement for tuition for each employee for any one calendar year is one thousand dollars (\$1,000).

Employees must have been employed by the City for six (6) months prior to receiving tuition reimbursement. If the employee terminates employment with the City within one (1) year from the closing date of any reimbursed course, the full amount of such reimbursement must be repaid to the City. Reimbursements shall be paid according to the following schedule:

100% -- For all courses which are directly related to the employee's present job.

25% -- For other than job related courses taken during first (1st) year college courses (0-29 credits) toward a job related degree.

50% -- For other than job related courses taken during second (2nd) year college courses (30-59 credits) toward a job related degree.

75% -- For other than job related courses taken during third (3rd) year college courses (60-89 credits) toward a job related degree.

100% -- For other than job related courses taken during fourth (4th) year college courses (90 or more credits) toward a job related degree.

100% -- For other than job related courses taken at a graduate level toward a job related degree.

Section 2. Meals, Lodging and Mileage Reimbursements.

A. Meals. Employees on authorized City business who are required to be away from the City for an extended period, requiring that a meal or meals be purchased, may be reimbursed up to the following maximums for one meal: Breakfast - \$7.25, Lunch - \$11.00, Dinner - \$18.50.

B. Lodging. The City will pay for the full cost of lodging for employees who are on authorized overnight travel. The City Manager will approve all lodging prior to the travel.

All reimbursements for lodging and meals must be documented by receipts. In cases where extended stays require a cash advance from the City, actual expenses must still be documented by receipts with unused cash returned to the City.

C. Mileage. The mileage allowance for use of privately owned vehicles on authorized City business shall be ninety percent (90%) of the Federal I.R.S. reimbursement amount rounded to the nearest whole cent.

Section 3. Advanced Degree Stipend.

The City shall pay eligible officers an extra \$500 per year for a Bachelor's degree and an extra \$1,000 per year for a Master's degree, provided the degree is in a relevant field. The determination of relevancy shall be made by the City's Personnel Committee. Approved payments will be an annual lump sum payment paid in December for that year of service.

ARTICLE XII. NOTIFICATION

Officers shall be notified of all applicable paid time off and other leave time accumulated on their biweekly paychecks.

ARTICLE XIII. FUNERAL LEAVE

In case of a death in his/her immediate family, a full-time officer shall be granted a leave of absence to attend the funeral with pay for scheduled work-days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. There shall be no compensation for any days beyond the day of the funeral. "Work-day" is defined as a time period when an officer is scheduled for a full shift. For purposes of this article, "immediate family" is defined as father, mother, sister, brother, father-in-law, mother-in-law, husband, wife, child, or a relative actually residing in the officer's household. In the case of death of a sister-in-law, brother-in-law, grandparent, daughter-in-law, son-in-law or grandchild, the employee shall be granted one (1) paid day off to attend the funeral.

ARTICLE XIV. HOLIDAYS

Section 1.

It is understood that because of the nature of the job, officers will have to work during periods normally classified as holidays. Because of this, all officers within the bargaining unit shall receive pay for hours normally worked in one (1) day for all of the holidays listed below, regardless of whether such holiday is worked or not. [Note: One (1) day means the number of hours the officer would normally have been scheduled to work on that day.] The hours shall not be included in calculating the forty (40) hour week, for purposes of overtime. All officers who are required to work on one of the holidays listed below shall receive, in addition to the holiday pay, one and one-half (1 ½) times their regular hourly rate of pay for all holidays so worked.

Section 2.

The recognized holidays are:

1. New Year's Day
2. Easter
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day

ARTICLE XV. GRIEVANCE PROCEDURE

Section 1.

It is the intent of both parties to prevent grievances and to settle any which may arise as promptly and fairly as possible. All time limits hereafter specified shall be adhered to unless waived by both parties. In the absence of such waiver, an officer's failure to observe the time limits shall result in either the grievance being of no effect or shall be considered to have been decided pursuant to the last answer of the City. The City's failure to answer within the stated limits shall result in the grievance being allowed. For purposes of this Article, "working day" is defined as one of the days from Monday thru Friday, except the holidays in Article XIII.

Section 2.

A grievance is any dispute, controversy or difference between the parties to this Agreement or any combination thereof, on any issue concerning the meaning, interpretation or application of this Agreement or any of its provisions.

Section 3.

Grievances will be processed in the following manner within the stated time limits:

Step 1.

The aggrieved officer or group of officers will present the grievance in writing to the Chief of Police or his/her designated representative. The grievance shall be prepared in detail, setting forth such pertinent information as dates, times, name of parties, et cetera. The grievance must be presented within five (5) working days from the time the officer knew, or should have known of the existence of the event which gave rise to the grievance. The Chief of Police, or his/her designated representative, will answer in writing within three (3) working days of the date of presentation.

Step 2.

If the grievance is not settled in Step 1, it shall be presented to the City Manager, or his/her designee, within five (5) working days after the Chief of Police, or his/her designee, has given a written answer. The City Manager, or his/her designee, shall meet with the Union and Grievant within five (5) working days after receipt of the written grievance. The City Manager, or his/her designee, will provide a written answer to the Union and Grievant within five (5) working days of the meeting date.

Step 3.

If the grievance is not settled at Step 2, the officer shall within fifteen (15) working days of the City Manager's, or his/her designated representative's written answer, indicate in writing, his/her intent to proceed to arbitration. Within twenty (20) working days thereof, the parties shall choose a mutually acceptable arbitrator. In the event the parties cannot agree upon such person, the Union shall file for arbitration with the Federal Mediation and Conciliation Service, and shall request from the Federal Mediation and Conciliation Service a list of five (5) names of qualified persons from the State of Michigan. A copy of this request shall be given to the City Manager and the Chief of Police. Upon receipt of the list of arbitrators, the Union Representative and the City Manager shall alternately strike names from the list with the right of first strike being determined by the flip of a coin. After two (2) names have been struck by each party, the name remaining shall be the arbitrator. The arbitrator shall be from within the State of Michigan. It shall be the responsibility of the Union to notify the Federal Mediation and Conciliation Service of the selection.

Section 4.

Upon the appointment of an arbitrator, only such grievance or grievances then in dispute shall be submitted. All costs attributable to the services of the arbitrator shall be borne equally between the parties hereto. All other costs shall be borne by the party incurring the costs. The arbitrator shall not have the authority to amend or change the provisions of this Agreement. The decision of the arbitrator shall be delivered to the parties within thirty (30) calendar days of the hearing of the grievance or grievances in dispute. The decision of the arbitrator in relation to the matters before him/her shall be final and binding upon the parties hereto.

ARTICLE XVI. DISCHARGE AND DISCIPLINE

Section 1.

The City shall not discharge, suspend, or discipline any officer without just cause, but with respect to discharge or suspension shall have given two (2) written reprimands against such officer in writing and a

copy of same to the Union and steward. However, no such warning notice need be given to an officer before he/she is discharged or suspended, if the cause of such discharge is dishonesty, recklessness that could result in serious accident while on duty, refusal to make required reports, insubordination, conviction of any criminal offense, except minor traffic offenses, improper use of City vehicles, equipment, or property, or general conduct tending to bring the Police Department into disrepute. General conduct tending to bring the Police Department into disrepute is intended to mean such personal conduct that, because of the officer, becomes a matter of public knowledge, which directly and adversely reflects upon the ability of the officer to instill confidence and/or respect in himself/herself as a police officer or the Police Department as a whole. Discharge must be by proper written notice to the officer and the Union, and the City shall cite specific charges against the officer.

Section 2.

The discharged or suspended officer will be allowed to discuss the discharge or suspension with his/her steward, and the City will make available an area where he/she may do so before he/she is required to leave the property of the City. Upon request, the Chief, or his/her designee, will discuss the discharge or suspension with the officer and the steward.

Section 3.

Should the discharged, suspended, or disciplined officer and the steward consider the discharge, suspension, or discipline to be improper, a request may be presented in writing through the Union to the Chief, or his/her designee, within three (3) regularly scheduled working days of the discharge, suspension, or discipline. The Chief, or his/her designee, will meet with the affected officer and the steward to review the discharge, suspension, or discipline and give his/her answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the complaint shall be processed through the regular grievance procedure.

ARTICLE XVII. UNIFORMS, CLOTHING AND EQUIPMENT

Section 1.

For the duration of this Agreement, the City shall provide uniforms and equipment to full-time officers. Approval of the Chief of Police is required prior to any purchases. The City shall provide a cleaning allowance of four hundred dollars (\$400) per year to each officer, payable on or about December 10.

Section 2.

In the selection, procurement and issuance of equipment, due consideration will be given to the safety of all officers. Each officer will immediately, or at the end of their shift, report any equipment defects in writing. The City will make every effort to correct the defect as soon as possible.

ARTICLE XVIII. SENIORITY

Section 1.

Each full-time officer's seniority shall date from his/her most recent starting date of full-time employment within the bargaining unit.

Section 2.

An officer's seniority shall entitle him/her only to such rights as are expressly provided in this Agreement.

ARTICLE XIX. SPECIAL CONFERENCES

During the term of this Agreement, special conferences between the City and the Union may be held at any mutually agreed date and time. Requests for such special conferences shall be made in writing at least five

(5) working days in advance and must also specify the items to be discussed. No other business except that set forth in the request will be discussed.

ARTICLE XX. LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the work force of the Police Department. When it becomes necessary to reduce the work force, it shall be conducted in a three (3) step process, starting with Step 1 and concluding with Step 3.

Step 1:

Part-time officers' hours and/or the School Liaison Officer's hours will no longer be scheduled or contracted.

Step 2:

All current Probationary full-time officers will be laid off. Officers to be laid off shall be given at least fourteen (14) calendar days notice.

Step 3:

Full-time officers will be laid off according to seniority, with the least senior full-time officer being laid off first. Officers to be laid off shall be given at least fourteen (14) calendar days notice.

Section 2.

Officers who are laid off shall lose their right of recall after one calendar year from the date of layoff. When the work force is recalled from layoff, officers shall be called back to duty in the reverse order in which they were laid off.

Notice of recall shall be sent to the officer's last known address by registered or certified mail. If the officer does not report to work within ten (10) calendar days of receipt of the registered or certified mail, or within ten (10) calendar days of the return to the City of said mail as undeliverable, the officer shall be deemed to be no longer eligible for recall to work for the City.

ARTICLE XXI. UNIT EMPLOYEE RIGHTS

Section 1.

Provision for Legal Counsel. Whenever any claim is made or any civil action is commenced against an officer for injuries to persons or property caused by acts of the officer in the performance of his/her duties and while in the course of his/her employment, the City shall pay for, engage in, or furnish the services of an attorney to advise the officer as to the claim, to appear for the officer, and to represent the officer in the action; provided however, that this provision shall be exempt from application if the cause of the claim or action is due to an officer's willful violation of a penal statute, fraud, dishonesty or an act committed in violation of departmental rules, or if the officer is under the influence of alcohol or controlled substances.

Section 2.

The City or its insurance carrier may compromise, settle, and pay any such claim before, during or after the commencement of any civil action. Whenever any judgment for damages is awarded against the officer as the result of any civil action for personal injuries or property damage caused by the officer while in the course of his/her employment and while acting in the scope of his/her authority, the City shall indemnify the officer, and pay, settle, or compromise the judgment; provided however, that this provision shall be exempt from application if the cause of the claim or action is any of the reasons described in Section 1. The City

shall make the selection of the attorney or attorneys, after consultation with the Union, to represent the officer in any particular matter.

ARTICLE XXII. MISCELLANEOUS PROVISIONS

Section 1. Limitation on Number of Part Time Officers.

The number of part time officers in the Police Department shall not exceed eight (8) part time officers in the Department. The contracted School Liaison Officer shall not be included in the count of part-time officers.

Section 2. Promotions.

A promotion is defined as an appointment to a position which would result in an hourly pay and/or benefit increase as well as added rank and responsibility. All full time officers that meet the requirements set forth in the job description shall have the opportunity to apply for a promotion. The Chief of Police shall make the final decision on all promotions. A Sergeant or Lieutenant position shall still be a member of the union; however, they would have different rates of pay, hours and assignments to be determined by the Chief of Police.

Section 3. Uniformed Investigator/Detective.

The Uniformed Investigator/Detective Position is considered an assignment. This position under normal circumstances will be rotated every three years. The Chief of Police makes the final decision on this assignment. Additional specifications for this assignment will be covered by a departmental general order.

ARTICLE XXIII. DURATION

This Agreement shall become effective on January 1, 2016, and continue in effect until, and including, December 31, 2018. These provisions shall continue for yearly periods from year to year thereafter, unless either party shall give notice to the other in writing of their intention to terminate, modify, or amend such contract at least ninety (90) days prior to the expiration date or yearly extended date.

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement and until such time that a new contract is reached and signed.

ARTICLE XXIV. SAVE HARMLESS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation, or by a court of competent jurisdiction, or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE XXV. WAIVER

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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated and the provisions contained in this Agreement were arrived at after the free exercise of such rights and opportunities. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they, therefore, further agree that negotiations will not be reopened on any item unless mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first above written.

SIGNATURES

POLICE OFFICERS LABOR COUNCIL

CITY OF FRANKENMUTH, MICHIGAN
A MUNICIPAL CORPORATION

JAMES A. MCLAUGHLIN
Committee Member

GARY C. RUPPRECHT
Mayor

GERALD T. FULMER
Committee Member

PHILLIP W. KERNS
City Clerk

JOHN STIDHAM
Police Officers Labor Council

APPENDIX A

HOURLY PAY RATES	Effective Dates		
	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-18</u>
Starting	\$21.47	\$22.07	\$22.67
After 6 months	\$22.10	\$22.71	\$23.33
After 12 months	\$22.89	\$23.52	\$24.17
After 18 months	\$23.84	\$24.49	\$25.17
After 24 months	\$24.94	\$25.62	\$26.33
After 36 months	\$26.18	\$26.90	\$27.64
After 48 months	\$27.59	\$28.35	\$29.13
After 60 months	\$29.15	\$29.95	\$30.78

% Increase over prior year's
hourly wages 2.75% 2.75% 2.75%

The Sergeant position's pay rate will be six percent (6%) more than the pay rates shown above for the other full-time officers.

The hourly pay rates described above take into consideration the twenty-four (24) hour operation of the Police Department.

The City reserves the right to hire new full-time officers at any of the first, second or third salary levels, based on the ability and experience of the new hires.

NOTE: Barring any unforeseen delays, paychecks will be available at 5:00 p.m. on Thursday of pay week. The checks will be dated on Friday of pay week, and under no circumstances are to be cashed before Friday.