

## AGENDA REPORT

TO: Mayor & City Commission  
FROM: Ken Hibl, City Manager  
DATE: June 2, 2010  
RE: Approval of COAM Labor Contract



For the Agenda of June 7, 2010

Background. The City has held two negotiation sessions with its Command Officers Association of Michigan (supervisory unit, which consists of Sergeants Saad and Ward) labor bargaining unit. Based on those negotiations, we have mutually agreed (contingent upon approval of the City Commission) upon the terms of a new labor contract (*copy att'd*).

The new contract sets the annual salary increases (3% for the first two years of the contract period, then a 2.5% increase) commensurate with that agreed upon with the City's two Teamsters' bargaining units; provides the same health care benefits as currently provided to the Teamsters' bargaining units (in reality, the COAM members will transfer to the Teamsters-provided health care plan); adjusts the health care buy-out option to that of the Teamsters plan; allows for the buy-out of a maximum of 40 hours of compensatory time and the carry-over of a maximum of 40 hours of compensatory time annually; and increases the amount of the boot allowance to \$200 (previously \$100) once each other year.

The contract is for a five-year period except that language is included for a limited re-opener for health care and salary increases effective March 30, 2013. The reason for this re-opener is that is the date of the expiration of the current Teamsters health care plan, thus we cannot currently predict whether the plan will hold, decrease, or increase in costs.

The City Commission is asked to consider approving the proposed labor agreement.

Issues & Questions Specified. Should the City Commission approve the proposed labor agreement?

Alternatives.

1. Approve the proposed labor agreement.
2. Make amendments or changes to the agreement, which will require commensurate agreement with the members of the bargaining unit.
3. Set the matter aside for further consideration and/or discussion at a subsequently scheduled meeting.

Financial Impact. The proposed 2010/2011 budget supports all monetary considerations of the proposed agreement.

Recommendation. I recommend that the City Commission approve the proposed labor agreement by adoption of the Resolution 2010-060 (*copy att'd*).

Attachments.

1. Proposed labor agreement.
2. Resolution 2010-060.

AGREEMENT

BETWEEN

CITY OF CLARE

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
SUPERVISORY UNIT

JULY 1, 2010,  
THROUGH JUNE 30, 2015

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**AGREEMENT**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Clare, hereinafter referred to as "City", and the Command Officers Association of Michigan, hereinafter referred to as "Union".

**ARTICLE I**

- A. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the City of Clare recognizes the Command Officers Association of Michigan (P.O.A.M.) as the exclusive collective bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.
- B. The Bargaining Unit shall consist of all supervisory employees of the City of Clare Police Department as follows: Sergeants, Lieutenants, exclusive of the Chief of Police, any part-time officers, and any other police department employees or police department employees represented by the non-supervisory police unit.

**ARTICLE 2**

**Rights of the Employer**

Except as otherwise specifically provided herein, the management of the Clare City Police Department, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force; including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer, or lay off employees or to reduce or increase the size of the working force; to establish rules and regulations or to make judgments as to the ability and skill, is within the sole prerogative of the Employer who shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except where otherwise provided in this agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Clare City Police Department.

**ARTICLE 3**

**Dues Deductions**

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit, providing, however, they will be bound by the provisions of Section C below. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.
  
- B. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union. All Union membership dues and initiation fees uniformly required, provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorized the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.
  
- C. All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

- D. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from any employee's pay of Union dues or representation fees, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
  
- E. The Employer, upon receiving a signed statement from the union indicating that an Employee has failed to pay Union dues or representation fees shall immediately dismiss said Employee. Provided, however, that said Employee had been previously

informed, at least thirty (30) days prior, of the requirement to render such fees or dues.

## ARTICLE 4

### Leave of Absence

- A. A personal leave of absence without pay may be granted to employees at the convenience and discretion of the City for a limited period not exceeding thirty (30) days with extension privileges at the option of the City. Employees will be required to request a leave of absence, in writing, as far in advance as possible; present your request to your supervisor for approval from the City Manager before the leave can be granted.
- B. An approved leave of absence assures you that every effort will be made to place you in a comparable position when you return to work. All vacation time, personal time and compensatory time must be used prior to granting of a long-term personal leave of absence. In the event the long-term personal leave is for medical reasons, all sick time must be used prior to leave being granted.
- C. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he/she chooses, shall make arrangements with the Employer, for continuation and payment of said benefits if permitted by the insurance carrier. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence.
- D. The City of Clare will comply with all conditions of the Family and Medical Leave Act of 1993. The City of Clare shall provide Employees up to twelve weeks of unpaid, job protected leave. In addition, the City shall maintain the Employee's medical coverage during this leave period.

Employees shall be granted unpaid leave for any of the following reasons: To care for the employee's child after birth, or placement for adoption or foster care. The employee must provide 30 days advance notice when the leave is foreseeable.

To care for the employee's spouse, son or daughter, or parent, who has a serious health condition. Employee must provide verification of serious health condition. The employee must provide 30 days advance notice when the leave is foreseeable.

For a serious health condition that makes the employee unable to perform the employee's job.

In the event the long-term personal leave of absence is for medical reasons, all sick time must be used prior to the leave being granted.

The City shall continue to provide life insurance and hospitalization benefits during the first thirty days of an unpaid personal leave of absence. After said thirty (30) day period, the Employee, if he/she chooses, shall make arrangements with the City for continuation and payment of said benefits if permitted by the insurance carrier. No other benefits, except as provided herein, shall accrue and continue during an unpaid leave of absence.

## ARTICLE 5

### Holidays

#### Section 1.

All employees shall receive nine and one-half (9 1/2) paid holidays. These holidays are:

Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Years Eve
Good Friday (half day)	New Years Day

For those employees whose work falls on a holiday, holiday pay shall be received for the day worked. In the event an employee is required to work on a holiday, he/she shall be paid for that holiday at a rate of 1 1/2 times his/her regular hourly rate in addition to his/her regular rate of pay for the holiday.

#### Section 2.

When one (1) of the nine and one-half (9 1/2) paid holidays falls within an eligible employee's approved period of vacation and he/she is absent from work during his/her regular work week, he/she shall be paid for such holiday.

#### Section 3.

In order to be eligible for holiday pay an employee must satisfy all the following conditions and qualifications:

1. The employee must work the scheduled hours on the employee's last scheduled work day before the holiday and the employee's first scheduled work day after the holiday, unless otherwise excused by the Employer. (Ex: vacations)
2. The employee must be on the active payroll as of the date of the holiday. For the purpose of this section, by way of examples and without limitation, a person is not on the active payroll during unpaid leaves of absence, layoffs, while on workers compensation, or on a disciplinary suspension.

Section 4. Hours worked on the holiday will be paid at the holiday rate. Hours worked off the holiday will be paid at the regular rate.

## ARTICLE 6

### Vacation

Vacation time will be accumulated by full-time regular employees at the following rate:

Years of Employment	Earned/Year
0-2 years	80 hours
2-5 years	120 hours
5 years or more	200 hours

Vacation time will be credited in full upon the beginning of the fiscal year for each year of seniority. For any year that a union member works only a partial year, the vacation time due that employee shall be prorated according to the time actually worked. For any union member that leaves employment with the City at any time during the year, the employee shall not receive more than eighty hours in paid vacation leave. New employees shall be credited with forty hours of vacation leave after six months of employment and release from probationary period. The employee shall accrue vacation leave at a rate of 3.07 hours per pay period until the following July 1st. Probationary employees having six months of employment shall be permitted to use accrued vacation time before their one year anniversary date.

Employees shall not be able to bank vacation leave beyond June 30 of any given year. As of June 30 of each year, the employee shall be paid for 100% of accrued vacation leave not to exceed 80 hours.

## ARTICLE 7

### Paid Leave – Sick and Funeral

#### Section 1.

Employees shall be credited with nine days of sick leave each July 1. For any year that a union member works only a partial year, the sick time due that employee shall be prorated according to the time actually worked. Up to three (3) of the sick days allotted under this section may be used by the employee for personal business reasons other than illness, at the employee's discretion.

The City shall establish a short-term disability plan which will commence payment of benefits of not less than two-thirds (2/3) of the employee's gross pay (before income

taxes) on the eighth day of the member's disability. Such benefits shall be for up to twelve months. Members shall be able to use accrued sick and vacation leave to supplement disability payments.

Section 2.

Employees shall report illness to the Chief of Police or his/her designee at least three hours in advance when possible.

Section 3.

Sick leave shall be used for personal illness or injury. After three (3) consecutive days of absence on sick leave, the Employer may request a physician's statement to verify such illness or injury.

Section 4.

In the event an employee sustains an occupational injury, he/she will be covered by appropriate Workman's Compensation Laws. In addition to the benefits received by Workman's Compensation Insurance, the affected employee shall receive the difference between what the Workman's Compensation Insurance pays and 100% of the employee's take home pay until the accrued benefits are exhausted.

Section 5.

An employee shall be granted up to three (3) funeral leave days (including the day of the funeral) with pay, due to a death in the immediate family. Immediate family shall be defined to include: parents, parents-in-law, spouse, child, sister or brother. An employee shall be granted one (1) funeral leave day, with pay, for the purpose of attending funerals of other close relatives. Definition of close relatives shall be: aunt, uncle, niece, nephew, sister-in-law, or brother-in-law or cousins. Extensions of funeral leave with pay may be granted, upon request to the City Manager by an employee, in cases of extenuating circumstances or extreme hardship. The decision of the City Manager as to granting the extension shall be final and not subject to the grievance procedure set forth in this Agreement.

Section 6.

Any sick leave remaining unused on the following June 30<sup>th</sup> (close of the fiscal year) shall be reimbursed to the employee at that employee's then applicable hourly rate.

ARTICLE 8

HEALTH AND LIFE INSURANCE

A. As soon as possible following ratification, the Employer shall replace the current health care coverage with the Michigan Conference of Teamsters Health and Welfare Fund (Fund) benefits Plan \_\_\_\_\_. The Employer agrees to pay into the Fund, pursuant to the Fund's Participation Agreement for each eligible employee and or family, a contribution amount as indicated below

\$251.60 per week effective upon implementation

\$261.50 per week effective April 3, 2011

\$276.10 per week effective April 1, 2012

1. The Employer shall contribute on behalf of a participant whose absence from the job is due to an on-the-job injury illness (i.e. eligible for Worker's Compensation) for the *lesser* of 1.) twenty-six (26) weeks following the week in which the injury/illness occurred, or 2.) the duration of the on-the job injury/illness related absence.
  2. The Employer shall contribute on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the *lesser* of 1.) four (4) weeks following the week in which the injury/illness occurred, or 2.) the duration of the off-the-job injury/illness related absence.
  3. The Employer shall contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.
  4. The Employer shall contribute on behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced.
- B. Bargaining unit members may elect to "opt-out" of coverages provided by Article XV(A) above consistent with the Teamsters Welfare Benefit Plan requirements. If the unit member opts not to take the City-provided coverage, the unit member shall receive twenty-five percent (25%) of the monthly premium, remitted monthly.
- C. The City shall carry for each Employee a Fifty Thousand (\$50,000.00) Dollar life insurance policy with double indemnity for accidental death.
- D. Short-term Disability Insurance. Currently the City is providing United of Omaha Life Insurance Company Group Short-term Disability Insurance coverage pursuant to Policy GUG-699F. The City will provide this coverage or similar coverage through the terms of this contract.
- E. Eye Glass Replacement. If eyeglasses are damaged/destroyed while "on the job" and the Employee used reasonable precaution, the City will be responsible for the cost of replacing the glasses, not to exceed the original cost of the

damaged/destroyed glasses. Management will be responsible for assessing reasonable precaution.

- F. Limited re-opener. As the health and life insurance prices and continuation under paragraph "A" of this section carry only through March 30, 2013. The health and life insurance portion of this contract shall be subject to a re-opener within six months prior to the ending of that coverage noted in paragraph "A" to reconsider and negotiate an extension or other change in the coverage.

## ARTICLE 9

### Retirement

The City shall provide the following improved benefit program: Program B-4, Option FAC-3, Option F50/25. Employees shall be required to pay any increased cost in the improved benefit Program B-4 in excess of 12%, which is the maximum contribution of the City.

## ARTICLE 10

### Discharge and Discipline

#### Section 1. Discharge and Discipline

The concept of progressive discipline for just cause is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infractions without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

#### Section 2. Notice of Discharge or Discipline

The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or Alternate Steward of the discharge or discipline.

#### Section 3.

Upon request, the Employer or his/her designated representative shall discuss the discharge or discipline with the employee and the Chief Steward, Alternate Steward or a Union representative.

#### Section 4.

In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than one (1) year previously, provided that like offenses committed by the employee are exempt from this provision.

## ARTICLE 11

### Bulletin Boards

The Union shall have regularly allocated space on the bulletin board for its use. Notices must be signed by the Steward for the Union and approved by the Management before posting.

## ARTICLE 12

### Wages

Salaries shall be set forth upon Exhibit No. 1:

Limited re-opener. As the health and life insurance prices and continuation under paragraph "A" of Article 8 carry only through March 30, 2013. The wages portion of this contract shall be subject to a re-opener within six months prior to the ending of that coverage noted in paragraph "A" of Article 8 to reconsider and negotiate an extension or other change in the coverage. The wages section will also be subject to renewed negotiations.

## ARTICLE 13

### Grievance Procedure

#### Section 1. Definition of a Grievance

A grievance is defined as a disagreement arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

#### Section 2. Grievance Procedure.

Step One: An employee or group of employees having a grievance shall present it orally to the Chief within three (3) working days after the incident which gave rise to the grievance or within five (5) working days of the date the employee should have reasonably become aware of the condition giving rise to the grievance, whichever is later, in order for the matter to be considered under this Agreement. If the employee wishes to have the Steward present, he/she will notify the Chief, who will make the arrangements. The Chief will give his/her verbal answer no later than the end of his/her shift on the next regular work day.

For matters involving suspension or discharge the grievance shall be filed directly with the City Manager, at Step Two, within seven (7) days of the suspension or discharge.

Step Two: If the oral answer of the Chief is unsatisfactory, then the grievance may be submitted in writing to the City Manager within seven (7) working days of the oral answer.

The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the City Manager or his/her designee shall sign and date a copy which shall be returned to the grievant and the Chief Steward or Alternate Steward. A meeting shall be held if requested by either party.

Within ten working days of receipt of the grievance the City Manager shall hold a hearing with the grievant and the Union in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or Alternate Steward and/or a Union representative. Representation of the Employer and the Union shall not exceed three (3) each, not including the grievant. If the grievance affects more than one (1) employee the Union shall designate one employee as a representative of the group.

Within seven (7) working days following the conclusion of the hearing(s) the City Manager or his/her designee shall provide the grievant and the Chief Steward or Alternate Steward a written disposition of the grievance.

Step Three: If the written decision of the City Manager is unsatisfactory, it may be submitted to the City Commission along with the written grievance for its consideration at its next regularly scheduled meeting. The City Commission may review the matter. This is not intended to be a rehearing before the City Commission. Should the Commission elect not to alter the City Manager's decision, granting the relief requested in the grievance the matter may proceed to Step 4.

Step Four: In the event of an unsatisfactory result after Step Three, the Union may submit the grievance to arbitration within thirty (30) working days following the conclusion of Step Three. Written notice to the Employer shall constitute a request for arbitration.

The Employer and the Union shall attempt to select an arbitrator by mutual agreement. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested to submit a panel of arbitrators consisting of seven (7) names. The parties shall then meet and alternately strike one (1) name at a time from the list until only one (1) name remains. That person shall automatically become the arbitrator who will hear the dispute. The right to strike a name first will be agreed by the parties.

The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties and judgment therein may be entered in any court or competent jurisdiction.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the P.O.A.M. provided that each party will be responsible for their own attorney fees and costs.

The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms of this Agreement. Any findings by the arbitrator must derive its essence and be based upon specific and express terms of the collective bargaining agreement and any findings of fact or determinations to the contrary are a nullity and of no force and effect. While the arbitrator has the right to modify a penalty, he/she shall not substitute his/her judgment for that of the Employer unless the Employer has acted in an arbitrary or capricious manner.

### Section 3. Restitution/Reinstatement.

Should a settlement between the parties be agreed upon at any step of the grievance procedure or should an arbitrator's opinion and award conclude the aggrieved employee was unjustly discharged, demoted, or suspended without just cause, in either event it is the terms of the parties settlement or the arbitrator's award that is determinative of the grievant's rights and will be implemented. An arbitrator's award is final and binding upon the parties. In the event an employee is reinstated with back pay, the Employer is entitled to an off set of all interim earnings including unemployment benefits, worker's compensation benefits, employment or self-employment earnings or loss of time benefits. A decision or settlement may be made to reinstate the employee without back compensation.

### Section 4. General Provisions.

Timeliness is of the essence. Failure of the grievant to appeal the decision within the specified time limits at any step shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the Employer fails to render a decision on a grievance within the specific time limits.

Steps of the grievance procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure, the grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties. Saturday, Sunday and holidays shall be excluded from the grievance procedure time limits.

The Employer and grievant may adjust a grievance without the involvement of the Union, provided the adjustment is not contrary to any of the provisions of this Agreement. Further, providing the Chief Steward is notified of the adjustment.

#### Section 5. Election of Remedies.

When remedies are available for any complaint and/or grievance of an employee through an administrative or statutory scheme or procedure, of a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

#### Section 6. Hold Harmless

The Employee agrees to defend, indemnify and save the Union harmless against any and all claims, lawsuits or other forms of liability arising out of any applicability of Section 5 (Election of Remedies) of this Article.

### ARTICLE 14

#### Layoff and Recall

##### Section 1. Policy.

For the purpose of this section "layoff" shall mean a reduction in work force. Full-time employees shall not be laid-off, however, for the purpose of circumventing the collective bargaining process or the authority of the C.O.A.M. of bargaining with respect to wages, hours of employment and other working conditions. Correspondingly, the Union may, at its discretion initiate a grievance on behalf of the Bargaining Unit at Step Two of the Grievance Procedure if the Union interprets that a layoff in a full-time position being accomplished by part-time employees while the full-time employee is on layoff status.

##### Section 2. Layoff Procedure

If it becomes necessary to lay off any employees, the City shall notify the employees fourteen (14) calendar days in advance of the layoff. The Steward will receive a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees. The following procedure for layoff shall be used.

1. Employees shall be laid-off by job classification in the following order: first – part time employees; second – probationary full-time employees; third – regular full-time

employees. Regular full-time employees in the affected job classification shall be laid-off by inverse seniority. All layoff rights shall be by department-wide seniority as opposed to bargaining unit seniority.

2. Employees laid-off from their job classification may exercise seniority to displace a junior employee in any lower job classification in the Police Department for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision. If that employee is unable to perform the job within five (5) working days, said employee shall not be allowed to displace the junior employee for the job in question.
3. An employee on layoff status that is working on a part-time basis in the Police Department shall receive the standard rate of pay for full-time employment in that job classification, given the employee's seniority.
4. In no event will employees laid-off during the term of this Agreement for a continuous period equivalent to his/her seniority or for a continuous period in excess of one (1) year, which ever is the less, retain their seniority.
5. An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this agreement and shall be notified by the city by certified mail, addressed to the last known address of the employee.

### Section 3. Recall Procedure

When the work is increased after a layoff, employees shall be recalled according to their seniority with the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff providing said employee maintains M.C.O.L.E.S.

1. Notice of recall shall be sent to the employee at his/her last known address by certified mail to addressee only, return receipt requested.
2. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall, he/she shall be considered a voluntary quit.
3. An employee on layoff status will be recalled to full-time employment status if the employee has worked on a part-time basis in his/her former job classification on an average of thirty-six (36) hours a week for twelve (12) consecutive weeks.
4. All recall will be by department-wide seniority as opposed to bargaining unit seniority.

## ARTICLE 15

### Subcontracting

The City shall have the right to subcontract services as needed. Subcontracting shall not be used for or to erode the bargaining unit work force.

## ARTICLE 16

### Cleaning of Uniforms

#### Section 1.

Dry cleaning of police uniforms shall be provided by the City to the members of the Union at no cost.

#### Section 2.

Employees shall receive a two hundred dollar (\$200.00) shoe allowance every other year.

## ARTICLE 17

### Education or Training Programs

#### Section 1.

When the Employer mandates and sends an employee to an educational or training program or seminar on the employee's regular day off, or the employee on-duty and the training session extends past the normal end of the scheduled shift, the employee shall choose either overtime pay of compensatory time for hours spent in such training. Time spent in mandatory educational training programs or seminars will begin upon the employee reporting to the Police Department and end upon the return to the Police Department.

#### Section 2.

The Employer will pay actual and necessary expenses for employees sent to educational or training programs and seminars.

#### Section 3.

When an employee attends a non-mandatory educational or training program on his/her regular day off, the employee shall not be paid for such days but will receive other days off from his/her regular work schedule with pay.

#### Section 4.

Employees shall be required to attend training programs or seminars which are job related. Exceptions shall be made when employee(s) are on vacation, sick leave, or other approved leaves.

## Section 5.

The City will pay the registration fees and conference fees to allow one member of the Clare Police bargaining Unit to attend one day of the annual MERS conference with pay.

# ARTICLE 18

## Work Week

### Section 1. Hours of Work

Employees shall work eighty (80) hours in a two week period. The normal work day shall be eight (8) hours to twelve (12) hours as agreed by the parties from time to time. Hours worked beyond the normal work day shall be overtime. Employees shall be paid either once a week or once every two (2) weeks, at the Employer's discretion, provided that employees are notified at least thirty (30) days in advance of a change in the payment schedule. All paid leaves shall be counted as time worked. Overtime hours shall be paid at 1 1/2 times the employees regular hourly rate of pay. Daily and weekly work schedules, holiday schedules, and vacation schedules shall be posted a minimum of two (2) weeks in advance. Such schedules may be amended by the Employer from time-to-time as required by conditions and operations unforeseen by the Employer at the time such schedules were originally posted.

### Section 2. Break Periods

Employees shall receive a lunch break not to exceed forty (40) minutes, to be taken at the midpoint of the work shift or as close to the midpoint as work allows. Employees shall also receive two (2) breaks not to exceed fifteen (15) minutes each, one (1) to be taken in the first three (3) hours and one (1) to be taken in the last three (3) hours of the shift.

### Section 3. Compensatory Time

Employees shall be permitted to choose either overtime pay or compensatory time for overtime hours worked. Such compensatory time will be credited to the employee and accumulated up to a maximum of no more than eight (80) hours through the year. However, employees shall only carry over forty (40) hours of compensatory time into each new fiscal year. The other forty (40) hours may be paid out to the employee prior to the end of the fiscal year they accumulated such time or it must be used to take leave prior to such time.

Compensatory time will be credited at the rate at which it is earned. (i.e., if time and one half to be paid, then comp time to so reflect)

Employee's requesting to take a compensatory day off with pay will notify the Chief of Police ~~or his designee~~ at least twenty-four (24) hours in advance in writing. The Chief of Police may grant or deny the request, but shall not be arbitrary or capricious in his/her decision. Further, the Chief of Police shall decide if the vacancy created by an employee taking a compensatory day off will be filled or not.

Upon the termination of employment for any reason, or death of an employee, he/she or his/her heirs shall be paid for all unused accumulated compensatory time.

#### Section 4.

Full-time employees shall be offered scheduled overtime before part-time officers. Scheduled overtime shall be defined as those instances when additional officers are required for special events or tasks and shall not include vacancies created by vacations, sick leaves or other such leaves.

### ARTICLE 19

#### Hiring of New Officers

##### Section 1.

The police force of the City of Clare shall consist of a minimum of four (4) full-time officers. If the force should fall below this strength, then additional employees shall be hired within five (5) months. This provision does not apply if a layoff or other reduction in personnel is dictated by the economy.

##### Section 2. Probationary Period – Hiring of New Officers.

Sergeants promoted from the non-supervisory police officers bargaining unit who have been in the employ of the City of Clare at least one year (having thus served out their probationary period under the applicable contract) shall be considered as probationary sergeants for the first six (6) months after their promotion to sergeant. New employees hired as sergeants shall be considered as probationary employees for the first twelve (12) months employment. Employees who have not completed their probationary period may be disciplined, laid-off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance procedure. The Union shall represent probationary employees for the purpose of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period he/she shall be entered on the seniority list from his/her date of hire. There shall be no seniority among probationary employees.

### ARTICLE 20

## Off Duty Pay

Any officer who is off duty and is called in to attend court or other judicial functions or for administrative reasons shall receive a minimum of three (3) hours of pay.

Said pay and any additional hours legitimately performed by the employee shall be paid at a rate of 1 1/2 times his/her regular hourly rate of pay. In the event the employee is required to attend court outside of his/her jurisdiction on a court matter that is related to his/her performance as a police officer, he/she shall be paid in the manner described above. Any subpoena fees received from a court outside the employee's jurisdiction shall be turned over to the City Clerk's Office.

## ARTICLE 21

### Uniforms, Equipment and Safety

#### Section 1. Uniforms and Equipment

The Employer shall furnish and provide for the replacement of uniforms and equipment, subject to reasonable rules for their preservation, use and care as the employer may determine. Each full-time officer shall be furnished the following:

1. Five (5) long sleeve shirts of quality manufacture;
2. Five (5) short sleeve summer shirts of quality manufacture;
3. Four (4) pairs of trousers (or skirts) of quality manufacture;
4. One (1) winter uniform car coat;
5. One (1) windbreaker;
6. One (1) fur trimmed mouton winter hat;
7. One (1) summer service hat with bill and wire structure support;
8. One (1) Sam Browne belt with buckle and fastener;
9. One (1) holster suited for strong hand side of the employee;
10. One (1) flap-style handcuff case;
11. One (1) pair of Peerless or Smith and Wesson handcuffs;
12. One (1) suitable sidearm approved by the Chief or Range Officer;
13. Every twelve (12) months the City agrees to exchange 37 rounds of factory ammunition for each officer;
14. The City shall provide 250 rounds of practice ammunition per year; and

#### Section 2.

It is agreed that the Employer may issue a suitable sidearm of like make and caliber in the event that a replacement weapon is needed due to a weapon being serviced or repaired.

#### Section 3.

The City will implement a replacement schedule for bullet-proof vests for the employees such that all bullet-proof vests will be replaced on a five-year rotation. This policy will be implemented on a phased in basis until all officers are issued current vests.

## ARTICLE 22

### Union Bargaining Committee

#### Section 1.

The bargaining committee of the Union will include not more than three (3) employees of the Employer and not more than one (1) non-employee representative of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the names of all members of the bargaining committee to the Employer.

#### Section 2.

There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee.

#### Section 3.

In the event that negotiation meetings are held at a time when an employee representative would normally be on duty, said employee will be paid at his/her regular rate but only for those hours that he would normally have been working. When computing overtime for such employees, normal working hours spent in negotiations will be computed just as though they were spent on duty.

## ARTICLE 23

### Representatives

#### Section 1.

The two (2) employee representatives on the bargaining committee shall also be designated by the Union to act as the Chief Steward and Alternate Chief Steward (only in the absence of the Chief Steward), for the purpose of processing grievances.

#### Section 2.

In the event that it becomes necessary for the steward to process a grievance on what would be normal duty time, he/she shall be paid at his/her regular rate for that time just as though he/she was working; PROVIDED, HOWEVER, such time spent must be kept at a minimum and be reasonable.

#### Section 3.

The City agrees that accredited representatives of the Union, whether local, state, or national representatives, shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice of their desired meeting in writing to the Chief of Police or his/her designated representative, and will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department and shall be limited to a reasonable length of time.

#### ARTICLE 24

##### Special Meeting

Special meetings between the Employer and the Union may be held at any time either party submits a written request to the other party. Such request must specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meeting.

#### ARTICLE 25

##### Association Leave

Leaves with pay will be granted to P.O.A.M. members of the bargaining unit of the Command Officers Association of Michigan for the following reasons:

1. One (1) man for one (1) day each calendar year to attend the Command Officers Association of Michigan meeting.

#### ARTICLE 26

##### False Arrest Insurance

###### Section 1.

The City shall provide and pay premiums on False Arrest Insurance for each employee in the amount of \$500,000.00 per employee per incident with not less than \$1,000,000.00 cap.

###### Section 2.

Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by alleged negligence or other acts of the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will pay for, engage in, or furnish the services of an attorney to advise the officer as to the claim, to appear for, and to represent the employee in the action.

The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the officer, pay, settle, or compromise the judgment (The Employer will make the selection of the attorney or attorneys to represent officers in any particular matter and allow the individual employee to object to the selection if he/she has cause to do so.)

## ARTICLE 27

### Termination

This Agreement shall be effective on the 1<sup>st</sup> day of July, 2010, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated.

This Agreement may be extended by mutual agreement on a day to day basis after termination.

## ARTICLE 28

Section 1. At any time that the senior officer on duty has reason to believe a vehicle has become unsafe to drive, he shall report it to the commanding officer, setting forth the problem or otherwise informing him that the vehicle will not operate. The commanding officer shall advise the senior officer on duty what to do. If the commanding officer is unavailable, the senior officer shall decide whether the vehicle should be parked immediately and shall prepare a report setting forth all circumstances and submit it to the commanding officer as soon as possible.

### Section 2. Adequate Police Vehicle Emergency Lights.

For the purpose of this agreement the bargaining unit and the City agree that providing proper equipment is of paramount importance. Adequate emergency lighting will be defined as follows:

1. Fully marked patrol vehicle:
  - a. Emergency lights
    - 1) Overhead bar
    - 2) Grille lights
    - 3) Rear deck lights

- 4) Wig wags
- 5) Trail light flasher system

2. Semi-marked patrol vehicle referred to as a "slick top":

- a. Emergency lights
  - 1) Dash light
  - 2) Mirror and/or side B-pillar lights
  - 3) Wig wags
  - 4) Tail light flashers
  - 5) Grille lights
  - 6) Rear deck lights

Keeping in line with sound Law Enforcement Administrative procedures nothing shall be construed as to determine the exact make, model, or type of lighting used. It is further agreed that all Police Patrol Vehicles owned, leased or operated by City of Clare or the Clare City Police Department will meet the minimum standards as set forth by OSHA. To protect the safety of employees, increase productivity, reduce accidents, extend the vehicles life, and maintain good public image requires inspection and maintenance of all Police Vehicles. The City of Clare agrees to provide adequate funding for such equipment and maintenance.

FOR THE CITY:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN:

\_\_\_\_\_  
Pat Humphrey, Mayor

\_\_\_\_\_  
Field Rep:

\_\_\_\_\_  
Kay Haven, City Clerk

\_\_\_\_\_  
Steward:

\_\_\_\_\_  
Alt Steward:

## ATTACHMENT A

Wages

Salaries for Sergeants:

Starting to 1 year:

1 year to 2 years:

2 years to 3 years:

Over 3 years:

Over 7 years:

Over 12 years:

**RESOLUTION 2010-060**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A LABOR AGREEMENT WITH THE COMMAND OFFICERS OF MICHIGAN POLICE BARGAINING UNIT.**

**WHEREAS**, the current labor agreement between the City of Clare and the members of its two police bargaining units shall expire on June 30, 2010; and

**WHEREAS**, the City has negotiated a new five-year labor agreement with the members of its Command Officers of Michigan (COAM) bargaining unit; and

**WHEREAS**, said negotiated agreement is deemed mutually beneficial and the terms therein have been agreed to be both parties.

**NOW THEREFORE BE IT RESOLVED THAT**, the Clare City Commission hereby approves a labor agreement effective June 30, 2010 to June 30, 2015 between the members of the Command Officers Association of Michigan of the Clare Police Department, the terms and conditions as outlined therein.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ supported by Commissioner \_\_\_\_\_.** The Resolution declared adopted by the following roll call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 7th day of June 2010.

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Diane Schmidt, City Clerk