

Final 4/11/14

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF GRAND BLANC

-AND-

POLICE OFFICERS LABOR COUNCIL

GRAND BLANC CITY POLICE
COMMAND UNIT

Effective June 1, 2013 through May 31, 2015

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - PURPOSE AND INTENT	1
Section 1.	1
Section 2.	1
Section 3.	1
Section 4.	1
ARTICLE 3 - RECOGNITION	1
Section 1.	1
Section 2. Gender	1
ARTICLE 4 - RECOGNITION OF CITY RIGHTS	2
ARTICLE 5 - NO STRIKE/NO LOCKOUT	3
Section 1.	3
Section 2.	3
Section 3.	3
Section 4.	3
ARTICLE 6 - AGENCY SHOP AND DUES.....	3
Section 1. Agency Shop	3
Section 2. Membership and Dues	3
Section 3. Check-Off	4
Section 4. Save Harmless	4
ARTICLE 7 - UNION AND REPRESENTATION	4
Section 1.	4
Section 2.	4
Section 3.	4
Section 4.	5
ARTICLE 8 - HOURS OF WORK AND OVERTIME FOR SERGEANTS	5
Section 1. Generally	5
Section 2. Work Day.....	5
Section 3. Pay Period	5
Section 4. Overtime Pay.....	5
Section 5. Overtime Equalization	5
Section 6. Compensation Days.....	6
Section 7. Call-In Pay	6

Final 4/11/14

Section 8. Court Pay	7
Section 9. On-Call Pay	7
ARTICLE 9 – HOURS OF WORK FOR LIEUTENANTS	7
Section 1.	7
Section 2. Compensation Days	7
Section 3. On-Call Pay	7
ARTICLE 10 – SHIFT PREFERENCE – SERGEANTS ONLY	8
Section 1.	8
Section 2.	8
Section 3.	8
Section 4. Weekend Rotations	8
ARTICLE 11 - GRIEVANCE PROCEDURE	8
Section 1.	8
Section 2.	8
Step One - Informal	9
Step Two - Written Procedure	9
Step Three	9
Step Four (Optional)	9
Step Five – Arbitration	9
(a) Powers of Arbitrator	10
(b) Arbitration Rules	10
Section 3. Grievance Procedure Rules	11
ARTICLE 12 - SPECIAL CONFERENCES.....	12
Section 1.	12
Section 2.	12
Section 3.	12
Section 4.	12
ARTICLE 13 – SENIORITY	12
Section 1. Classification Seniority Defined	12
Section 2. Departmental Seniority Defined	12
Section 3. Seniority List Posting	12
Section 4. Loss of Seniority.....	12
Section 5. Probationary Period – Promotions to Sergeant or Lieutenant	13
Section 6. Returns to Patrol Officers Bargaining Unit from Command Unit.....	14
Section 7. Returns to Command Officers Bargaining Unit	14
Section 8. Probationary Period – Newly Hired Command Officers	14
Section 9. Layoff and Recall	14

Final 4/11/14

ARTICLE 14 - DISCIPLINE AND DISCHARGE.....	15
Section 1.	15
Section 2.	15
Section 3.	15
Section 4.	15
Section 5. Suspension	16
Section 6. Inactivation	16
Section 7.	16
ARTICLE 15 - MEDICAL, MENTAL AND PHYSICAL EXAMINATIONS	16
Section 1.	16
Section 2.	17
Section 3.	17
ARTICLE 16 - WORK RULES AND DEPARTMENTAL REGULATIONS	17
Section 1.	17
Section 2.	17
Section 3.	17
Section 4.	17
Section 5.	17
ARTICLE 17 - DRUG AND ALCOHOL POLICY	18
Section 1.	18
Section 2. Responsibility of the Parties	18
ARTICLE 18 - WAGES AND FRINGE BENEFITS	18
Section 1. Wages	18
Section 2. Shift Premium	18
Section 3. Eligibility	18
Section 4. Life Insurance and Accidental Death and Dismemberment	18
Section 5. Hospitalization, Vision and Dental Insurance	19
Section 6. Disability Insurance	19
Section 7. Non-Duplication of Benefits Option	20
Section 8. Paid Holidays	20
Section 9. Command Officer's Birthday	21
Section 10. Vacations.....	21
Section 11. Longevity.....	21
Section 12. Severance Pay.....	21
Section 13. Sick Days.....	22
Section 14. Personal Business Days.....	22
Section 15. Retirement	22
(a) Pension	22
(b) Optimum Retiree Benefits – Full Retirement	23
(c) Partial Benefit Option – Early Retirement	23

Final 4/11/14

(d) Coordination of Benefits with Medicare	24
(e) Payment in Lieu of Retiree Benefits	24
Section 16. Funeral/Bereavement Leave	24
Section 17. Tuition Reimbursement	24
Section 18. Equipment Allowance	24
Section 19. Duty Weapons	24
Section 20. Training Pay	24
Section 21. Non-Required Training	25
Section 22. Jury Duty	25
Section 23. Liability Insurance	25
Section 24. Uniform Cleaning	25
Section 25	25
Section 26. Voluntary Life Insurance	25
Section 27. Employee Assistance Program	26
Section 28. Lieutenants Additional Compensation	26
 ARTICLE 19 - SAFETY AND ACCIDENT PREVENTION	 26
 ARTICLE 20 – MISCELLANEOUS	 26
Section 1. Volunteer Fire Service	26
Section 2. Use of Facility	27
Section 3. Contract Copies	27
Section 4. Payroll Deductions	27
Section 5. Outside Employment	27
Section 6. Bulletin Boards	27
Section 7. Residency	28
Section 8. Employee Information Update	28
Section 9. Payroll	28
Section 10. Credit Union	28
Section 11. Non-Discrimination	28
Section 12. Emergency Manager	28
 ARTICLE 21 - LEAVES OF ABSENCE	 29
Section 1. Military Leave	29
Section 2. Medical Leave	29
Section 3. General Leave of Absence	30
 ARTICLE 22 - SAVINGS CLAUSE	 31
Section 1.....	31
Section 2.....	31
 ARTICLE 23 - WAIVER.....	 31
 ARTICLE 24 - DURATION AND TERMINATION OF AGREEMENT	 31

Final 4/11/14

MEMORANDUM OF UNDERSTANDING AND AGREEMENT – CHIEF OF
POLICE, STEVEN SOLOMON’S PARTICIPATION IN THE MERS
RETIREMENT PLAN 34

Final 4/11/14

ARTICLE 1

AGREEMENT

This agreement is effective June 1, 2013, between the City of Grand Blanc (hereinafter referred to as the "City" or "Employer") and the Police Officers Labor Council (hereinafter referred to as the "Union").

ARTICLE 2

PURPOSE AND INTENT

Section 1. It is the purpose and intent of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide it 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.

Section 2. It is recognized by both parties that the safety and welfare of the residents of the City of Grand Blanc are of paramount concern, and that any disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this agreement. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City of Grand Blanc's success in establishing a proper service to the community.

Section 3. Both parties ascribe to the principle of equal opportunities, and share equally in the responsibilities for applying the provisions of this agreement.

Section 4. The parties agree that their members will perform efficient services, and use their best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties consistent with the provisions of this agreement.

ARTICLE 3

RECOGNITION

Section 1. The City hereby recognizes the Police Officers Labor Council as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

All sergeants and lieutenants of the City of Grand Blanc, BUT EXCLUDING the police chief, patrol officers, non-sworn supervisors, confidentials, and all others.

Section 2. Gender. Whenever the male gender is referred to in this agreement, it shall be construed to include male and female employees.

ARTICLE 4

RECOGNITION OF CITY RIGHTS

The City of Grand Blanc hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

1. Of exclusive management and control of the governmental system, its property, facility, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, promote and/or transfer; dismiss, demote or suspend for just cause; or layoff; to determine the size of the work force; and to assign duties to, and direct all employees. To permit other employees of the Police Department (Certified Officers) not included in the bargaining unit to perform bargaining unit work, provided, however, that the use of others shall not be for or with the purpose of eroding the size of the bargaining unit.
3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling and standards of operation; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
4. The right to promote, consistent with City of Grand Blanc Police Department Policy No. 34-1.
5. To determine the number and location or relocation of its facilities.
6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the City.
7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercises of the foregoing powers, rights, authorities, duties and responsibilities of the City of Grand Blanc, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

Final 4/11/14

If any part or parts of this article are inconsistent with, or are abrogated by, any other provision of this agreement, such provision shall prevail.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 1. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption in the Employer's services. The Union, therefore, agrees that neither it, nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slow-down, stay away, limitation of service, or any other activities that may disturb, restrict or interfere with the services provided by the Employer.

Section 2. In the event there is a violation of this section, the Union shall, when requested by the Employer, take the following action:

Immediately upon the request of the Employer, the Union shall notify and subsequently confirm, in writing, any and all employees participating in the violative activity, that such activity is illegal, unauthorized by the Union, a violation of the contract, subjects the participant to discipline or discharge, and that each employee is to immediately cease such activity.

Section 3. Individual employees or groups of employees who instigate, aid or engage in work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

Section 4. The Employer agrees that it will not lock out employees covered by the terms of this agreement.

ARTICLE 6

AGENCY SHOP AND DUES

Section 1. Agency Shop. Membership in the Union is not compulsory. Sergeants and lieutenants have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters. Likewise, there will be no discrimination against any employee because of membership in the Union or because of his/her duties as a member of the bargaining committee.

Section 2. Membership and Dues. (a) Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this agreement to represent all of the employees in the

Final 4/11/14

bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is required that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits contained in this agreement by paying to the Union an amount equal to the monthly service fee of the Police Officers Labor Council.

(b) In accordance with the policy set forth above, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' 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 initiation fees and its regular and usual dues. For present sergeants and lieutenants, such payments shall commence the effective date of this agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment. If an employee fails to pay said dues and/or service fee, and is in arrears for thirty (30) days or more, the Union shall notify the City in writing and the employee shall be separated from his/her employment as a voluntary quit.

(c) If any provision of this agreement is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

Section 3. Check-Off. The City agrees to deduct monthly in one (1) payroll deduction, Local Lodge membership dues and monthly service fee of the Police Officers Labor Council from the pay of each employee who voluntarily executes and files with the City a check-off authorization form. All such dues and service fees shall be remitted to the Union with the payee designation being Police Officers Labor Council.

Section 4. Save Harmless. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, liability and any other action arising from this article or compliance therewith by the City.

ARTICLE 7

UNION AND REPRESENTATION

Section 1. The Union employees shall be represented by one (1) steward. One (1) alternate steward shall represent the employees in the absence of the regular steward.

Section 2. The Union shall designate to the Employer, in writing, the steward and alternate steward, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 3. The steward or alternate, during his/her working hours, without loss of time or pay, in accordance with the terms of this article, may investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor shall grant

Final 4/11/14

permission within a reasonable time for such steward or alternate to leave his/her work for these purposes subject to necessary exceptions. The privilege of such steward, or alternate, leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The steward, or alternate, will perform his/her regularly assigned work to process grievances as provided herein. Such steward shall not be subject to the layoff provisions contained herein. The Employer will provide a place at the City Hall for investigation of grievances.

Section 4. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the bargaining unit.

ARTICLE 8

HOURS OF WORK AND OVERTIME FOR SERGEANTS

Section 1. Generally. This article is intended to define the normal hours of work per work day or per pay period in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or pay period for the purpose of establishing the work schedules of employees.

Section 2. Work Day. The normal work day for sergeants covered by this agreement shall be eight (8) consecutive hours of work, which shall be interrupted by and include a thirty (30) minute paid meal period, provided an emergency situation does not exist, which would automatically preclude the meal period.

Section 3. Pay Period. The normal pay period for sergeants covered by this agreement shall consist of ten (10) work days within a consecutive fourteen (14) day period.

Section 4. Overtime Pay. Sergeants covered by this agreement shall be paid one and one-half (1 ½) times the regular straight-time hourly rate of pay for all authorized hours of actual work performed in excess of eight (8) consecutive hours or in excess of eighty (80) hours worked in a pay period. For the purpose of computing overtime, personal, compensation, vacation, sick days and funeral leave shall count as actual hours worked. Overtime shall also be paid for time worked in excess of eight (8) hours in a twenty-four (24) hour period if an eight (8) hour rest period is not scheduled between shifts. Notwithstanding the provisions of this Article, overtime shall not result from a shift change, due to rotation, or to the officer's request.

Section 5. Overtime Equalization. The City will equalize overtime among sergeants who have previously registered with the Department the desire to work overtime. Patrol officers shall also be eligible for overtime and be a part of the overtime equalization.

The following overtime will be equalized and posted: Scheduled overtime for regular shift work, unscheduled overtime for regular shift fill-in (example – sergeant staying over to work shift for a

Final 4/11/14

sergeant or an officer that called in sick), special events that require a specific number of sergeants and police officers (example – school functions or parades).

The following overtime will not be equalized or posted: Overtime worked as a result of regular shift activity and overtime/comp time worked at the direction of the Chief (example –special units, special details and investigation).

Subject to the following, whenever overtime is required, that sergeant or officer registered with the least number of overtime hours on the applicable shift will be called first, and so on down the list in an attempt to equalize the overtime hours. Time not worked, because the registered sergeant refused the work, will be charged at the maximum number of hours of a sergeant or an officer working overtime during that period. If a sergeant cannot be contacted for overtime work, he/she will be credited with a “not available” in lieu of a refusal and the supervisor shall contact the next lower sergeant or officer on the equalized overtime sheet. Sergeants on approved leaves shall be noted as “not available” with no time charged. On January 1 of each year, the equalization list will be re-established, with equalization hours being reset to zero and the sergeants ordered by seniority.

If working an overlap shift, the sergeant shall not be credited with a refusal, if the sergeant declines to work an overtime shift that is scheduled to start within eight hours of the ending of the overlap shift. This provision does not apply to refusal to work overtime that is continuous with the overlap shift.

Sergeants falling within one or more of the following categories shall be automatically credited with the highest number of hours of the equalization group: (a) new hire sergeants; (b) sergeants newly entered as a registrant on the overtime equalization roster; (c) return from a sick leave in excess of ten working days; (d) any disciplinary leave; and (e) any unpaid leave of absence. In the event that there are not sufficient numbers of sergeants to cover the available overtime pursuant to the above overtime equalization process, the Chief of Police shall retain the right to assign overtime to sergeants beginning with the least senior sergeant.

Section 6. Compensation Days. A compensation day is an additional paid day off which a sergeant receives for working a holiday or working overtime. A compensation day must be used within six (6) months from the date on which it is accrued unless by mutual agreement, between the Police Chief and the sergeant, an extension is granted. If it is not used in that time period due to the supervisor’s denial of requests, up to four (4) days can be reimbursed per year.

Each compensation day must be applied for, in writing, at least five (5) working days prior to the date it is intended to be used. The leave will be at the discretion of the Chief of Police or his designee.

Section 7. Call-In Pay. If sergeant is called into work on an unscheduled day within twenty-four (24) hours of the start of that shift, the called in sergeant shall receive time and one-half (1 ½) for all hours actually worked during the unscheduled day.

Final 4/11/14

Section 8. Court Pay. When a sergeant is subpoenaed to appear in court, during non-working hours, for an employment related matter, the sergeant will be paid a minimum of two (2) hours at one and one-half (1 ½) times the regular rate of pay for civil infraction hearings or four (4) hours pay at one and one-half (1 ½) times the regular rate of pay for criminal or other civil cases. If the court time exceeds these minimums, the sergeant will be paid for the hours at time and one-half the regular rate of pay. Subpoena fees shall be returned to the City.

Section 9. On-Call Pay. The Chief of Police has the discretion to determine Department needs for the assignment and utilization of "on call" (duty weekend) staff. Reimbursement for on-call shall be as follows:

Forty dollars (\$40.00) pay and two (2) hours of compensation time for each on-call 24-hour period covered during a weekend.

To qualify for on-call pay, the sergeant must carry out those responsibilities assigned or required by the Chief of Police and/or the sergeant's assignment within the Department. Failure to meet those obligations may subject the sergeant to forfeiture of compensation, monetary or other, under this section, as well as possible disciplinary action.

ARTICLE 9

HOURS OF WORK FOR LIEUTENANTS

Section 1. Lieutenants shall be considered as salaried employees and, therefore, not eligible for overtime or other premium payments, unless specified in this Article 9.

Section 2. Compensation Days. A compensation day is an additional paid day off which a lieutenant receives for working a holiday. A compensation day must be used within six (6) months from the date on which it is accrued unless by mutual agreement, between the Police Chief and the lieutenant, an extension is granted. If it is not used in that time period due to the supervisor's denial of requests, up to four (4) days can be reimbursed per year.

Section 3. On-Call Pay. The Chief of Police has the discretion to determine Department needs for the assignment and utilization of "on call" (duty weekend) staff. Reimbursement for on-call shall be as follows:

Forty dollars (\$40.00) pay and two (2) hours of compensation time for each on-call 24-hour period covered during a weekend.

To qualify for on-call pay, the lieutenant must carry out those responsibilities assigned or required by the Chief of Police and/or the lieutenant's assignment within the Department. Failure to meet those obligations may subject the lieutenant to forfeiture of compensation, monetary or other, under this section, as well as possible disciplinary action.

ARTICLE 10

SHIFT PREFERENCE – SERGEANTS ONLY

Section 1. A sergeant may elect to bid for a shift assignment based on his/her classification seniority date. All bid applications for shift preference must be three (3) weeks in advance of the first schedule in the rotation period. If accepted, shift preference applications will cover an eighty-four (84) day period (three (3) twenty-eight (28) day schedules). Probationary sergeants will be “slotted” into the schedule, as necessary, after seniority sergeants have been given the opportunity to select their preferred shift.

Section 2. Notwithstanding a sergeant’s shift preference as stated in Section 1 above, each sergeant will be required to serve a mandatory shift rotation period (three (3) twenty-eight (28) day schedules) on another shift if their shift preference has not previously required them to work an alternate shift within seven (7) rotation periods.

Section 3. Scheduled shift assignments will be posted at least fourteen (14) days in advance of their effective date. Every reasonable effort will be made by the City to staff the shift assignments as posted. However, the City reserves the right to re-assign sergeants, on a classification seniority basis, to meet the legitimate staffing needs of the City.

Section 4. Weekend Rotations. The parties agree to the principle that all sergeants should have equal opportunity to have weekends (Saturday and Sunday) as days off from work. The parties also recognize, however, that weekends (Saturday and Sunday) are a regular part of any shift and must be staffed accordingly. Therefore, reasonable efforts will be utilized by the Employer in shift scheduling to allow non-probationary sergeants comparable weekend time off without regard to seniority.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. A grievance, under this agreement, is a written dispute, claim or complaint, arising under and during the term of this agreement, and filed by either an authorized representative of, or an employee in, the bargaining unit.

The Employer and the Union agree that it is in the best interest of all concerned that the grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.

All parties agree that the question of grievances will be dealt with in a responsible manner and that the purpose and intent of this agreement will be strictly adhered to.

Section 2. An employee having a grievance in connection with his/her employment shall use the following procedure:

Final 4/11/14

Step One - Informal

An employee shall first discuss the grievance with his/her immediate supervisor if the grievance is of a nature which may be remedied by the immediate supervisor. If the matter cannot be remedied by the immediate supervisor, then the grievance may be orally initiated with the Chief of Police or his/her designee. The Chief of Police retains the discretion to remand the matter to the immediate supervisor if, in the Chief's sole discretion, the matter should have been initiated with the immediate supervisor.

The employee may have the Union steward present at this step. The immediate supervisor, Chief of Police or his/her designee, shall give the employee an answer within seven (7) calendar days.

Step Two - Written Procedure

If the grievance is not satisfactorily resolved at the informal step, the grievance shall be reduced to writing on forms provided by the Union and submitted to the Chief of Police or his designee, within five (5) calendar days after receipt of the answer in the informal step. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, state the contention of the employee(s) and/or the Union, and indicate the relief requested. Within ten (10) calendar days, the Chief of Police or his designee, shall provide the aggrieved employee(s) with the written response to the grievance.

Step Three

If the answer of the Chief is not satisfactory, the employee or steward may submit a written appeal to the City Manager indicating the reasons the written answer of the Chief was unsatisfactory. Said appeal is to be submitted within ten (10) calendar days after the date the written response from the Chief of Police was due. The City Manager, or his/her designee, within ten (10) calendar days, shall answer the grievance in writing. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this agreement.

Step Four (Optional)

With the mutual agreement of both parties, any grievance may be submitted to the Michigan Employment Relations Commission for purposes of grievance mediation in advance of proceeding to arbitration.

Step Five - Arbitration

The Union Representative or the Employer may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this agreement. In the event that

Final 4/11/14

either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within fifteen (15) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under the rules of the FMCS.

- (a) Powers of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances, shall be based on other extra contract matters not specifically incorporated in this agreement.

- (b) Arbitration Rules. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the bargaining unit, the Employer, and on all bargaining unit employees.

The bargaining unit will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in an appeal to any court or labor board, from an arbitrator's decision.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, unless the employee is required to reimburse such compensation.

Final 4/11/14

The parties understand and agree that in making this agreement, they have resolved for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations of application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

Section 3. Grievance Procedure Rules. (a) Grievances are limited to matters of interpretation or application of provisions of this agreement.

(b) All written grievances must be signed and dated by the aggrieved employee and his/her steward, and name the articles that are being violated. All grievances must be filed within fifteen (15) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. In the event an employee is not available due to circumstances beyond his/her control, the steward may sign and file a grievance on the employee's behalf.

(c) If the Union or an employee fails to advance a grievance within the specified time limits, the grievance shall be deemed settled on the basis of the Employer's last answer.

(d) If both the steward and alternate are absent due to approved vacations at the time a grievance arises, the time limits will not begin until one of them returns, provided the employee's supervisor has been made aware of his/her intent to grieve within the fifteen (15) day requirement.

(e) An employee wishing to discuss and/or process a grievance with the steward during the employee's working hours, must first obtain permission from his/her supervisor. Such permission shall not be unreasonably withheld. The employee will be allowed a reasonable amount of time during regular work hours to discuss and process his/her grievance consistent with operational needs.

(f) The aggrieved employee may be required to attend any meeting relating to his/her grievance.

(g) If the Employer fails to answer a grievance within the specified time limits, the Union may move the grievance to the next step of the grievance procedure.

(h) The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the City of Grand Blanc, or unless the Employer alters the existing retirement or insurance plan during the course of this agreement.

(i) The time limits may be extended at any step of the grievance procedure by mutual written agreement.

ARTICLE 12

SPECIAL CONFERENCES

Section 1. The City of Grand Blanc and the Union agree to meet and confer on matters of clarification of the terms of this agreement and/or other important employment matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting.

Section 2. Special conferences shall be scheduled within ten (10) days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties.

Section 3. No more than two (2) representatives of either party, one which shall be the Chief of Police from the Employer, and a steward or official from the Union, may attend the special conference, three (3) parties each in the event the Union requests an outside official other than a steward. The respective parties shall have the sole authority in selecting delegates to the special conference.

Section 4. Special conferences shall not be considered as a substitute or in lieu of any grievance step.

ARTICLE 13

SENIORITY

Section 1. Classification Seniority Defined. Classification seniority shall be defined as all time worked within the classification (sergeant or lieutenant) beginning with the last date of hire or promotion into the classification. For purposes of this agreement, sergeants and lieutenants are separate classifications.

Section 2. Departmental Seniority Defined. Departmental seniority shall be defined as all time worked beginning with the last date of hire with the City within the Police Department which shall include time worked within the patrol and command bargaining units.

Section 3. Seniority List Posting. A seniority list shall be maintained in the Chief of Police's office with an updated copy provided to the steward, on request, each time a new employee is added.

Section 4. Loss of Seniority. An employee's seniority and employment shall terminate if:

- (a) The employee quits;
- (b) The employee is discharged; or

Final 4/11/14

- (c) The employee fails to return to work within five (5) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or
- (d) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee; or
- (e) The employee gives a fraudulent reason in requesting a leave of absence or engages in other employment during such leave of absence without prior approval; or
- (f) A monetary settlement with the employee has been made for total disability, including any redemption of liability pursuant to the provisions of the Workers' Disability Compensation Act; or
- (g) The employee is retired; or
- (h) The employee is laid off for a continuous period exceeding the length of his/her employment or twelve (12) calendar months, whichever occurs sooner; or
- (i) The employee fraudulently enters pertinent information on his/her application for employment or any official report; or
- (j) He/she is convicted or pleads guilty to a felony, O.W.I., reckless driving, theft, assault, criminal sexual conduct, or criminal weapons violation. Other crimes may be cause to terminate an employee's seniority and employment, dependent upon attendant circumstances; or
- (k) The employee is absent from work for three (3) scheduled working days without properly notifying the Employer; or
- (l) If the employee fails to maintain his/her M.C.O.L.E.S. certification.

Section 5. Probationary Period – Promotions to Sergeant or Lieutenant. Every newly promoted command officer (sergeant or lieutenant) shall be required to serve a twelve (12) month probationary period during which, at specified intervals, the command officer's work performance shall be evaluated by his/her supervisor. Such probationary period may be extended at the Chief of Police's sole discretion, for an additional length of time up to and including a maximum of six (6) months in order to allow the probationary command officer the opportunity to correct minor deficiencies in his/her work performance. Until the command officer has completed the probationary period, including any extensions thereof, with satisfactory rating by the Chief of Police, the command officer may be returned to their prior classification without cause and without resort to the grievance and arbitration procedures of this agreement. Additionally, at any time prior to the completion of his/her probation, the newly promoted

Final 4/11/14

command officer may, at his/her own volition, return to their prior classification without any loss of bargaining unit seniority within the prior classification.

Section 6. Returns to Patrol Officers Bargaining Unit from Command Officers Bargaining Unit.

(a) That during the probationary period or any extensions thereto following a promotion to the command officers bargaining unit from patrol, the employee may return to the patrol officers bargaining unit, either at their own volition or by demotion, without any loss of patrol bargaining unit seniority.

(b) After the probationary period is completed, the command officer may return to the patrol officers bargaining unit as a result of a layoff from the command officers bargaining unit upon mutual consent of the command officer and the Chief of Police, or as the result of a demotion for reasons constituting just cause. If returned to the patrol officers bargaining unit, the officer shall retain his or her departmental seniority for purposes of layoff, retirement, vacation accrual, longevity and wages. The employee shall establish his/her patrol officer seniority (without any accumulation outside the patrol bargaining unit) which may be used for all other purposes.

Section 7. Returns to the Command Officers Bargaining Unit. (a) During the first year following a promotion outside the command bargaining unit, a command officer may return to the command bargaining unit either at his/her own volition or by demotion from a position outside the bargaining unit, if the command officer was a former bargaining unit employee. Upon return to the bargaining unit, the command officer shall retain all his/her City command seniority for all purposes.

Section 8. Probationary Period – Newly Hired Command Officers. Every new command officer shall be required to serve a twelve (12) month probationary period during which, at specified intervals, the command officer's work performance shall be evaluated by his/her supervisor. Such probationary period may be extended at the Chief of Police's sole discretion, for an additional length of time up to and including a maximum of six (6) months in order to allow the probationary command officer the opportunity to correct minor deficiencies in his/her work performance. Until the command officer has completed the probationary period, including any extensions thereof, with satisfactory rating by the Chief of Police, the command officer may be disciplined, laid off or discharged, without cause and without resort to the grievance and arbitration procedures of this agreement.

Section 9. Layoff and Recall. (a) The City recognizes seniority for the purpose of layoff and recall, and all layoffs and recalls will be based on departmental seniority within the affected classification (sergeant or lieutenant). In the event of a layoff, the command officer most recently hired will be laid off first and so on in such order. In the event of a recall, the procedure shall be reversed and the officer laid off last will be recalled first. In the event that layoffs become necessary, the Chief of Police has the option to offer high seniority employees layoffs first and then layoff according to the above procedure. Seniority shall be retained by any laid off employee for a period of three (3) years or for a period of months equal to the months worked in the department before being laid off, whichever is less.

Final 4/11/14

(b) Notices of recall shall be sent by certified or registered mail to the command officer's last known address as shown on the Employer's records, and it shall be the obligation of the command officer to provide the Employer with a current address and telephone number. A recalled command officer shall return to work within seven (7) consecutive calendar days, or his/her employment shall be terminated without recourse to this agreement unless the time is extended by the Employer.

ARTICLE 14

DISCIPLINE AND DISCHARGE

Section 1. The right to discharge, suspend or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline shall be made without just cause. Discharge, suspension, or discipline must be by proper written notice to the employee, and the steward if the employee requests it, and the Employer shall cite specific charges against the employee.

Section 2. In the event of a discharge or discipline, the steward shall be present upon the employee's request, and shall be allowed to discuss the discharge with the employee either on or off the premises for a period not to exceed one (1) hour with pay for the steward if during the steward's duty time.

Section 3. Should the discharged, suspended or disciplined employee and the bargaining unit consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the City.

Section 4. It is understood by the parties that disciplinary actions are intended to be corrective in concept, rather than punitive. To this end, it is intended that such actions will be the amount deemed necessary to correct an employee. Disciplinary action shall be based on the Employer's discretion, and dependent upon attendant circumstances. In instances of minor offenses, such action shall be progressive in nature.

In determining the degree of discipline, the following procedure shall apply:

1. There are three types of disciplinary actions that may be utilized depending upon the seriousness of the offense;
 - (a) Written reprimand
 - (b) Suspension
 - (c) Dismissal
2. Any of the above procedures for discipline may be waived by the City, depending upon the seriousness of the offense.

Final 4/11/14

3. Written reprimands shall not be considered for progressive discipline after two (2) years and shall be removed from the personnel file after two (2) years provided there has been no repeated offense.
4. Suspensions will remain in the personnel file for a period of three (3) years, and will be removed providing there have been no repeat offenses. When mutually agreeable between the employee and the Employer, a suspended employee may work an equivalent number of pass days without pay rather than lose pay by being off during normally scheduled work days. Denial of this provision will not be subject to the grievance procedure.
5. The degree of discipline entered in an employee's personnel file shall be considered confidential and shall not be made public by the Employer except under subpoena or by written request of the employee affected or as provided under the Bullard-Plawecki Employee Right to Know Act #397 Public Acts of 1978.

Section 5. Suspension. In the event an employee is suspended he/she shall be taken off the payroll.

In all cases, an officer relieved from his/her duty shall immediately surrender his/her badge, City provided weapon, departmental identification and building key to the officer relieving him/her from duty.

Section 6. Inactivation. Inactivation means that an employee may be taken off active duty up to thirty (30) days, with an additional thirty (30) days (total of sixty (60) days) within the Chief's discretion, and upon written reasons provided to the Union (employee shall remain on payroll during inactivation).

Section 7. In the event an employee is involved in an incident that results in his/her being investigated for criminal prosecution, the Employer will not use the threat of discipline to force the employee to make a statement to be used against him/her in such prosecution. In the event the employee agrees to make a statement or discuss the incident with an investigator, he/she shall have the opportunity to have a representative of his/her choosing present.

ARTICLE 15

MEDICAL, MENTAL AND PHYSICAL EXAMINATIONS

Section 1. In the interest of public safety, health requirements and compliance with departmental rules and regulations, the City may require any employee to take a complete physical and/or mental examination. When the appointment for such an examination is during an employee's regularly scheduled work hours, he/she will receive straight-time compensation for those hours. The cost of said examination will be borne by the City. The results of said examination shall be furnished to the employee and collected by the City and maintained in a separate medical file which shall be treated as a confidential medical record.

Final 4/11/14

In the event the Union disagrees with the opinion of the physician selected by the City, the Union and City shall mutually select a second physician who shall re-examine the employee. The expenses of the second doctor shall be borne equally by the Union and the City. In all cases, the Union reserves the right to submit medical information obtained by a physician of its own choosing and the City shall consider same in all applicable decisions affecting employee in question. However, the City reserves the right to base its decisions on any/all the medical information presented.

Section 2. Employees must obtain, attend, participate and cooperate with any Employer required examination at the appointed time unless a justifiable reason is given for being unable to do so, in which event the City will reschedule the examination. Failure of the employee to obtain said examination as required will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination.

Section 3. If an employee has suffered an illness or injury which prevents him/her from working three (3) or more of his/her regularly scheduled days or establishes a pattern of consistently missing his/her scheduled work days, the employee will be required to take such physical or other health related examinations as may be requested by the City. The City shall pay for such examinations. The City may schedule examinations as soon as possible.

ARTICLE 16

WORK RULES AND DEPARTMENTAL REGULATIONS

Section 1. The City may prepare, issue and enforce rules, departmental regulations and safety regulations necessary for the safe, orderly and efficient operation of the police department.

Section 2. All employees shall be subject to the rules and regulations and policy and procedure of the City of Grand Blanc Police Department.

Section 3. At least ten (10) days prior to distribution of new or revised rules and regulations or policy and procedure, the proposed rule, regulation, policy or procedure will be distributed to the steward, or alternate in steward's absence, and he/she will be afforded an opportunity for input. This provision may be disregarded if there is an urgent need to implement the rule, regulation, policy or procedure.

Section 4. Any unresolved complaint as to the unreasonableness of a new or existing rule and regulation or policy and procedure, or any complaint involving discrimination of the application of the new or existing rules and regulations or policy and procedure, shall be resolved through the grievance procedure.

Section 5. Unless otherwise agreed in writing, any rule and regulation or policy and procedure in dispute shall be adhered to by members of the bargaining unit until a contrary resolution is reached.

Final 4/11/14

ARTICLE 17

DRUG AND ALCOHOL POLICY

Section 1. The City of Grand Blanc's drug and alcohol policy as adopted by the Grand Blanc City Council is incorporated hereto and made a part of this agreement.

Section 2. Responsibility of the Parties. The parties mutually recognize drug and alcohol abuse as a potential health, safety and security problem. Both parties are further committed to provide a drug-free healthful, safe and secure work environment for all of its employees.

The parties recognize the implementation of the City's drug and alcohol policy as a management right and, therefore, the City shall be responsible for the implementation of the policy, including, but not limited to, testing and employee confidentiality. The parties further understand and agree, however, that the Union's responsibility as it relates to the above drug and alcohol policy is limited to representing its employees in wages, hours, terms and conditions of employment.

ARTICLE 18

WAGES AND FRINGE BENEFITS

Section 1. Wages. Wages and salary schedule attached hereto as Appendix A.

(a) Sergeants and Lieutenants Hired Before 1/1/06.

1 st year	2.0% across-the-board wage increase effective April 5, 2014
2 nd year	2.0% across-the-board wage increase effective June 1, 2014

(b) Sergeants Hired After 1/1/06. Sergeants hired or newly promoted into the command bargaining unit shall receive 10% above the base rate of the highest paid patrol officer.

(c) Lieutenants Hired After 1/1/06. Lieutenants hired or newly promoted into the command bargaining unit shall receive 10% above the base rate of the sergeant.

Section 2. Shift Premium. Sergeants hired before 1/1/06 shall retain the current shift premium. Sergeants hired or promoted into the bargaining unit after 1/1/06 shall not be eligible for shift premium.

Section 3. Eligibility. Only full-time command officers are entitled to participate in the City's fringe benefit program except as required by law for social security and workers' compensation coverage and life insurance provided in Section 4.

Section 4. Life Insurance and Accidental Death and Dismemberment. A fifty thousand (\$50,000) dollar term life insurance policy is provided by the City for each full-time and part-time command officer. This policy also includes up to fifty thousand (\$50,000) dollars in

Final 4/11/14

accidental death and dismemberment coverage. This coverage shall become effective not later than thirty-one (31) days from the date of hire.

Section 5. Hospitalization, Vision and Dental Insurance. (a) The City provides each full-time command officer and dependents, as defined by the carrier, with hospitalization, vision and dental insurance coverage under plans as provided for in the Police Department patrol unit collective bargaining agreement. Any future changes to the patrol unit hospitalization, vision and dental insurance, including benefit levels, co-pays, deductibles and premium sharing, shall automatically be applicable to the command unit upon the effective date in the patrol unit collective bargaining agreement.

(b) In the event of death of the command officer, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.

(c) Health Care Insurance – Employee Premium Sharing. The parties mutually agree to fully comply with the health care insurance premium sharing requirements of P.A. 152 and the hard cap method selected by the City on a fair and equitable basis. Accordingly, effective June 1, 2013, the parties have agreed to allocate the employees' premium sharing obligations on a common contribution, regardless of employee census status. The common contribution rate formula to determine each employee's health care insurance premium obligation shall be determined in a manner consistent with the attached worksheet (Exhibit A). Each employee's health care insurance premium contribution shall be deducted from his/her paycheck on a pre-tax basis pursuant to a Section 125 plan.

Beginning October 1, 2013, the City shall provide employees with a Flexible Spending Account (FSA) plan option.

(d) The City reserves the right to contract with the insurance carrier of its choice, so long as any change in carriers does not result in reduction of the benefit levels to its employees.

(e) Preceding any change in insurance carrier(s), the City shall schedule a meeting at which time a representative of the proposed insurance carrier will describe and discuss the company's benefit levels, claims and reimbursement procedures, and all other pertinent information. This meeting shall be held at City Hall or the Police Department. Subsequent to this meeting, but prior to any change in insurance carrier(s), the City shall meet and discuss the issue with representatives of the bargaining unit.

(f) In the event of death of the employee, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.

Section 6. Disability Insurance. The City provides a short term disability insurance program that begins after the 8th day of sickness or injury. The program will pay sixty percent (60%) of salary, up to \$850.00 per week, for the duration of 26 weeks, for a sickness or injury not incurred on the job. Disability will be as determined and monitored by a physician. The City will provide

Final 4/11/14

a long term disability insurance program to begin after the 26 weeks of short term disability has been exhausted. The long term disability benefit will pay 60% of a command officer's pre-disability income, up to a maximum of \$3,500 per month.

Section 7. Non-Duplication of Benefits Option. A command officer who is entitled to health care benefits under any employee insurance plan or Employer self-insurance plan which provides benefits similar to or identical to this agreement, shall have the option of receiving deferred compensation in lieu of the City's health care benefits.

Upon appropriate certification that the command officer has health care benefits coverage through their spouse, the City will contribute one hundred ten dollars (\$110.00) per pay period to that command officer's City deferred compensation plan. The parties understand that such compensation contributions are subject to applicable withholdings, if any. At any time a command officer elects to re-enroll in the City's hospitalization benefit program, the City will no longer contribute such compensation to the command officer.

A command officer choosing the compensation in lieu of the City's provided health and hospitalization benefits shall have the opportunity to re-enter the City's health and hospitalization benefit coverage subject to the following:

1. A command officer who waives the right to City health care coverage, but continues to have coverage under another health care program, may return to the City program only at the annual contract re-opening.
2. If a command officer has waived City coverage due to the fact that he/she is covered by his/her spouse, and that coverage becomes no longer available (due to layoff or termination of spouse, divorce, etc.), the command officer may re-enter the City's program at the time coverage is lost. He/she must satisfy the insurance company's requirement that there has been a legitimate loss of coverage.

Section 8. Paid Holidays.

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Veteran's Day

The above named days are declared holidays by the City. Sergeants working any of the above days will be paid at the rate of time and one-half (1 ½). In addition, full-time sergeants and Lieutenants shall receive one (1) compensation hour for each hour worked on a holiday.

Sergeants not scheduled to work shall receive eight (8) hours pay at their regular rate. Holiday pay will only be paid if the sergeant's shift starts on the holiday. Sergeants on vacation, or

Final 4/11/14

bereavement leave shall receive eight (8) hours pay at their regular rate should a holiday occur during their leave.

Section 9. Command Officer's Birthday. The command officer's birthday is a straight eight (8) hours. A comp-day with no payment of overtime can be used if scheduled to work. If not scheduled to work, the command officer may take a comp-day at a later date.

Section 10. Vacations. (a) Command officers shall be entitled to vacation time as follows:

1 to 4 years of service	10 days
5 to 9 years of service	15 days
10 to 14 years of service	20 days
15+ years of service	25 days

Vacation time will be given in January of each year based on years of service completed within that year.

(b) Command officers will be given the opportunity to sign up for vacation during the first two (2) weeks of January, on a departmental seniority basis within the classification and assignment. After that time, vacations will be scheduled on a first come, first serve basis, subject to the staffing requirements of the City of Grand Blanc Police Department, and shall be submitted to the Chief of Police or his designee for approval at least fourteen (14) days in advance of the date requested. Each command officer shall receive a written disposition of his/her vacation request within seven (7) days. Vacation days, that have been pre-approved, will take precedence over personal and comp days. Approved vacation time will only be canceled or changed if the needs of the department require such cancellation or change.

(c) All vacation time shall normally be taken between January 1st and December 31st. Up to five (5) days of unused vacation time can be carried over into the new calendar year, with the written approval of the Chief of Police, but must be used in that year.

(d) Vacation time will be paid at the command officer's current hourly base rate. The time during which a command officer is on vacation will be counted as time worked for purposes of all benefits.

Section 11. Longevity. Command officers hired before 1/1/06 shall retain the current longevity. Command officers hired or promoted into the bargaining unit after 1/1/06 shall receive the patrol longevity payments.

Section 12. Severance Pay. Payment will be made only if the person's job is eliminated by the City. It shall be based on 3 through 20 days of pay depending on date of service.

During first two (2) years	-	3 days
After 2 nd year completed	-	5 days
After 3 rd year completed	-	10 days
After 4 th year completed	-	15 days

Final 4/11/14

After 5 th year completed	-	20 days
More than five (5) full years	-	20 days

Section 13. Sick Days. Full-time command officers earn one (1) day of sick leave per month. Sick days are to be used only for actual illness. Sick days may be accumulated up to a maximum of forty (40) days. After reaching the 40-day cap, command officers may continue to accumulate one (1) day per month through the calendar year. In January, after the year has been closed, thirty-three and one-third percent (33-1/3%) of these accrued days will be paid at the command officer's current base rate of pay. At the beginning of January, the sick day bank will then revert back to the forty (40) day cap and accrual may begin again.

At retirement, as defined in this Article, the City will pay fifty percent (50%) of any accumulated, but unused sick days, up to a maximum of twenty-six (26) days.

Section 14. Personal Business Days. After one (1) year of employment, each full-time command officer will be granted seven (7) days per calendar year to be used for personal business. For the period from the first anniversary date of employment through December 31 of that year, a command officer's personal business days shall be calculated on the basis of fifty-eight percent (58%) for each full or fractional month of service to the nearest whole or half days.

The request for a personal business day must be made in writing to the Chief of Police or his/her designee at least twenty-four (24) hours prior to the requested date. A personal business day will not be approved if it would create a shortage of manpower.

Up to five (5) unused personal business days will be paid in the month of January at the current base rate of pay. There shall be no accumulation of personal leave days beyond the end of the current calendar year.

Section 15. Retirement. (a) Pension. The City shall provide all eligible sergeants and lieutenants with the following retirement plan: Michigan Municipal Employees Retirement System (MERS), with B-4 and F 55 retirement eligibility, which provide respectively for retirement benefit defined as 2.5% of final average compensation for each year of service, up to a maximum of eighty percent (80%) of final average compensation, and full benefit eligibility at age fifty-five (55) with twenty-five (25) or more years accredited service, with final average compensation being the annual average of the best five (5) of the last ten (10) years' wages.

The MERS retirement benefit shall be subject to the following contribution obligations effective April 5, 2014:

1. The City shall make contributions to the MERS retirement plan equal to the difference between the required MERS contribution and the employee's contribution rate identified in paragraph 2 below.
2. Individual members shall make contributions to the MERS retirement plan in an amount equal to the Grand Blanc City Patrol Unit Members' contribution rate in effect plus three percent (3%).

Final 4/11/14

(b) Optimum Retiree Benefits – Full Retirement. Any full time command officer of the City hired before 1/1/06 who has attained the age of 50 and has 25 years of continuous employment with the City is eligible to receive the following fringe benefits upon retirement:

1. Blue Care Network HMO insurance plan with co-pay prescription rider.
2. Vision Care Plan.
3. A Dental Care Plan.

The retirement fringe benefit package is provided to each command officer and spouse only (dependent coverage may be added at the command officer's expense). In the event of the death of the retired command officer, the spouse will continue to receive the fringe benefit package until he/she remarries. (Note: MERS full pension benefit does not begin until age 55 with 25 years of service.)

Any command officer of the City hired after 1/1/06 who has attained the age of 50 and has 25 years of continuous employment with the City shall receive only the Blue Care Network HMO health insurance plan with co-pay prescription rider upon retirement.

(c) Partial Benefit Option – Early Retirement. A full-time command officer who has attained the age of fifty (50), but has only twenty (20) years of continuous service, may still elect to retire, however, the City will pay health care benefits at a rate that is reduced for each year of service less than twenty-five (25) as outlined below:

<u>Years of Service</u>	x	<u>4%</u>	=	<u>Premium % Paid by City</u>
25		4%		100%
24		4%		96%
23		4%		92%
22		4%		88%
21		4%		84%
20		4%		80%

The command officer will be responsible for paying the premium percentage not covered by the City. Retirees hired before 1/1/06 may purchase the City's term life insurance plan, and/or dental plan, at the City's group rate. If the retiree receives medical benefits from another source, the retiree may elect to waive the City's retirement medical insurance benefit, and instead opt for the City to pay for life insurance and dental plans. (The City will pay for the replacement benefits at the same percentage level that the retiree would have received for the medical insurance benefit.)

A full-time command officer who has attained the age of 50 and who has ten (10) years, but less than twenty (20) years of continuous service, may still elect to retire, however, the employee will pay 100% of the premium of the group rate for health care benefits. This provision is subject to and conditioned upon the applicable health care insurance provider's rules, regulations and approval.

Final 4/11/14

(d) Coordination of Benefits with Medicare. Upon the retirement of a command officer hired before 1/1/06 and his/her spouse separately reaching Medicare eligibility age, the command officer and spouse shall each apply for Medicare health benefits. Once Medicare eligible, the City's health care coverage will become secondary to the retiree's and/or spouse's Medicare coverage, unless the spouse has health care coverage from his/her own employment. In such case, the spouse's health care coverage will be the primary carrier for the spouse.

Upon the retirement of a command officer hired after 1/1/06 and his/her spouse separately reaching Medicare eligibility age, the command officer and spouse shall each apply for Medicare health benefits, at which time Medicare shall become the command officer's exclusive benefit, and City provided benefits shall discontinue.

(e) Payment in Lieu of Retiree Benefits. On the date of retirement, a command officer may already be covered under the health insurance plan of his/her spouse, and may be enjoying the City's non-duplication of benefits option. For these command officers, the City will grant a one-time alternative lump sum cash option of \$10,000.00.

To be eligible for the lump sum payment, prior to the command officer's last day of work, the command officer must provide appropriate certification that he/she is covered under health care benefits through another program. In addition, the command officer must sign a waiver of entitlement to all future health care benefits. Once a retiree is dropped from the City's policy, he/she will not be reinstated.

Section 16. Funeral/Bereavement Leave. Upon the death of a family member, a full-time command officer shall notify the Chief of Police of the need for funeral leave. Funeral leave is granted solely for the purpose of making funeral arrangements, attending funeral home visitation and memorial services and supporting bereaved family members. Five (5) working days will be allowed for the death of the spouse, parent, grandparent, child, grandchild, brother, sister, or current spouse's parent. Three (3) working days will be allowed for the current spouse's brother, sister or grandparent.

Section 17. Tuition Reimbursement. The City will reimburse each command officer up to one thousand (\$1,000.00) dollars per contract year for job related courses as pre-determined and pre-approved by the City. The command officer must produce a paid tuition invoice and transcript proving a grade of "C" or better. This provision shall apply to payment of tuition only.

Section 18. Equipment Allowance. Each full-time command officer shall receive a \$200.00 equipment allowance which is to be used for cleaning and maintaining weapons and other command officer purchased, job related equipment. The equipment allowance will be paid during the first payroll period of June.

Section 19. Duty Weapons. The City agrees to provide each command officer with a duty weapon to be selected by the City.

Section 20. Training Pay. Training is recognized as an essential element in a command officer's continued employment. The City shall furnish the command officer with training on a regular

Final 4/11/14

basis. This training can be, but not limited to, shift training, firearms qualification, academy programs and specialty seminars. Training which is acquired while on a scheduled shift, will be considered as part of that command officer's shift, being paid as same. Department approved or mandatory training acquired while the sergeant is scheduled off, will be considered as overtime and paid as such.

As time is needed to relay information or special training to the command officers of the Police Department, departmental meetings will be scheduled with the times posted on the bulletin board. Those sergeants not scheduled to work during these meetings will be paid an overtime wage. No pay will be paid to command officers who do not attend the meetings.

Department meetings specially scheduled will be mandatory. Failure to attend will result in disciplinary action unless a written explanation, satisfactory to the Chief is provided.

Section 21. Non-Required Training. With approval of the Chief of Police, a command officer may be enrolled for training, at the command officer's request. Such training will be at the command officer's expense and on the command officer's own time, with no obligation to the City for enrollment fees or for any other compensation.

Section 22. Jury Duty. Command officers shall be granted leave of absence when they are required to report for jury duty. The command officer will be paid the difference between any jury duty compensation received and his/her regular wages for the time spent in jury service. In order to receive payment, a command officer must give the City prior notice of summons for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 23. Liability Insurance. The City has a liability and false arrest insurance policy for the protection of the City and its command officers. The City will provide legal services to defend any lawsuits or alleged criminal actions arising out of the proper performance of a command officer's job duties. The City shall notify the command officer, in writing, if the insurance carrier declines to represent the command officer. However, the City at its own expense, will then provide legal services to defend such lawsuits. Should the command officer retain his/her own separate counsel, he/she assumes the cost of same.

Section 24. Uniform Cleaning. Each full-time command officer will be issued three (3) full dress uniforms for each season. The City will provide for cleaning, replacement and maintenance of the uniforms. The uniforms are the property of the City and should be treated as such.

Section 25. A command officer who is on workers' compensation leave shall be allowed to accrue vacation, sick and personal time off.

Section 26. Voluntary Life Insurance. Command officers are eligible to enroll in a voluntary life insurance program. Premiums are dependent on the age of the command officer and/or spouse, and the amount of coverage requested. Premiums are deducted from the command officer's paycheck once a month.

Final 4/11/14

Section 27. Employee Assistance Program (EAP). Command officers and their families are eligible for the City of Grand Blanc's Employee Assistance Program. The EAP is an employee benefit that offers counseling and referral services to command officers and their eligible dependents. Command officers and/or family members with personal problems, i.e., drugs, alcohol, marital issues, financial difficulties, mental health and legal problems, are urged to seek assistance from the EAP. The voluntary participation of a command officer in the EAP program is not reported to the City of Grand Blanc.

Section 28. Lieutenants Additional Compensation. (a) In the event that the City is fully reimbursed by an outside source for a special event, project, program or similar arrangement, lieutenants may be eligible for additional compensation for all work performed within said event or program in addition to that provided for in the collective bargaining agreement.

(b) Such arrangements shall be decided on a case-by-case basis as approved by the Chief of Police.

ARTICLE 19

SAFETY AND ACCIDENT PREVENTION

The parties to this agreement recognize that accidents produce economic and social loss and that every employee is entitled to a safe and healthful place in which to work. The City, under the Michigan Occupational Safety and Health Act (MIOSHA), is required to maintain, for its personnel, a work environment free from recognized hazards which cause, or are likely to cause, death or serious physical harm.

Each employee is expected to observe safety regulations, report unsafe conditions to his/her immediate supervisor, wear appropriate clothing, keep work areas clean, work safely at all times, avoid horseplay, and use appropriate safety equipment provided by the City.

Accident prevention is good business and by working together accidents can be prevented. Failure to comply with posted safety regulations shall result in disciplinary action.

ARTICLE 20

MISCELLANEOUS

Section 1. Volunteer Fire Service. An employee who, as a member of the Grand Blanc Fire Department, is requested to respond to a serious emergency as a firefighter by the acting head of the Fire Department, shall be allowed to miss or leave work within the restrictions established in this section. The employee shall not forfeit any wages, compensation time, personal time, or vacation time whether the emergency is inside or outside the City. If the employee is not at work at the onset of the emergency, but will be likely to miss part or all of the scheduled shift, the acting head of the Fire Department shall notify the Police Department shift supervisor of the emergency and of the need for continued assistance by the employee. If the employee is

Final 4/11/14

requested to assist during the shift, he/she shall not report for emergency duty until released by the shift supervisor who will assure that adequate police coverage of the City is maintained.

Section 2. Use of Facility. Upon approval of the Chief of Police or his designated representative, the Union may schedule and conduct its meetings of Union members (who are not on duty) on City property. It is understood that such meetings shall not disrupt the duties of employees or the efficient operation of the Department.

Section 3. Contract Copies. The Employer agrees to provide each covered bargaining unit member with a printed copy of this agreement within sixty (60) days of the signature date.

Section 4. Payroll Deductions. Upon request from an employee, the City will deduct from an employee's salary contributions to any of the following:

1. Individual Retirement Account
2. I.C.M.A. Deferred Compensation Plan
3. Union Dues or Service Fee
4. Credit union
5. Voluntary life insurance
6. Grand Blanc Police Association

An employee who is interested should contact the payroll department for further information. All payroll deductions requested by an employee shall be made in twenty-six (26) equal installments throughout the course of the year.

Section 5. Outside Employment. (a) Any outside employment undertaken should in no way deter an individual from satisfactorily performing his/her duties as a City employee.

(b) The number of working hours involved and the type of work to be performed shall be considered in determining whether this outside employment will conflict with the requirements demanded by the employee's position with the City.

(c) The Chief of Police or his/her designee is to make the decision regarding the feasibility of allowing the employee to indulge or continue in the outside employment. Requests for authorization to obtain outside employment will be submitted in writing to the Chief of Police.

Section 6. Bulletin Boards. (a) The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. Notices of Union meetings.
2. Notices of Union elections and the results where they pertain to the Employer's employees.
3. Notices of Union recreational and social events.

Final 4/11/14

4. Other notices concerning Union affairs which are not political or controversial in nature.

(b) It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

(c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

(d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

(e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices or any kind of literature upon the Employer's premises other than as herein provided.

Section 7. Residency. All employees are to live within twenty (20) miles of the nearest Grand Blanc City limits.

Section 8. Employee Information Update. An employee is expected to notify the personnel department and Department Head regarding any change in employee information. This includes address, telephone number, marital status, person to be notified in case of an emergency, number of dependents, pregnancy, education, work certificates, health problems or disabilities and beneficiaries.

Failure to update these items could result in loss or delay of certain fringe benefits.

Section 9. Payroll. A pay period is fourteen (14) days long. If a regular payday falls during a vacation, an employee may receive his/her check before going on vacation. A written request must be received in the payroll department by the pay-end date of the previous payroll period. All wages shall be paid to employees through direct deposit in lieu of paper paychecks.

Section 10. Credit Union. City employees are eligible to become members of the Family Community Credit Union. Its services include payroll deduction savings plans, loans, promissory certificates, certificates of deposits and family group life insurance.

Section 11. Non-Discrimination. The City of Grand Blanc shall not discriminate against a person on the basis of race, sex, color, religion, national origin, age or handicap status.

Section 12. Emergency Manager. The parties acknowledge the legal requirements of applicable emergency manager laws.

ARTICLE 21

LEAVES OF ABSENCE

Section 1. Military Leave. Whenever full-time employees who are members of the Armed Services, Reserve or National Guard are called to active duty, they are entitled to a leave of absence, in addition to their annual vacation leave, from their respective duties during the time they are engaged in active duty for training, or when said employee is called to extended active duty pursuant to order of the Federal Government or Governor of the State.

Active duty training leave shall not exceed two (2) calendar weeks exclusive of travel. A copy of the orders shall be submitted to the City Manager within five (5) days after receipt, but prior to departure.

The City agrees to pay the difference between the employee's base wages and that of the Military if such service would require the employee to suffer a monetary loss, for a period not to exceed six (6) months in duration. Payment will be made to the employee after a certified copy of the military pay voucher has been received by the City.

Full-time employees who are called for a physical examination by the Armed Services are to be granted pay for the day of the examination.

Full-time employees who are inducted into the Armed Services of the United States, or are called to extended active duty, shall upon completion of such service with an honorable discharge, be reinstated to their former position or to a position of like seniority status and pay. The length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement. The employee must still be mentally and physically qualified to perform the duties of their former position. Re-employment must be requested within ninety (90) days subsequent to such discharge, other than a dishonorable discharge.

Section 2. Medical Leave. In the event of a non-work related illness or medical condition necessitating a prolonged absence from work, the City may grant a medical leave of absence, if the employee has used all available sick days. Any employee who has completed six (6) months of service, will be eligible for a leave of absence up to a maximum of twenty-six (26) weeks, for reasons satisfactory to the City, including documentation from the physician. Employees must submit doctor statements regarding the commencement of the leave period, the nature of the illness and expected return to work date.

All employees on a non-work related medical leave of absence may be eligible for the City's disability insurance programs. Under the short term disability program, an employee may be eligible to receive 60% of their salary, up to \$850.00 per week for twenty-six (26) weeks starting with the eighth (8th) calendar day of the reported date of the disability. A long term disability insurance program may begin after the twenty-six (26) weeks of short term disability insurance benefits have been exhausted. Employees will be required to apply their remaining sick days to the eight (8) day waiting period.

Final 4/11/14

If an employee's leave is due to a medical disability, the employee shall continue to accrue vacation leave, sick days, personal days, seniority and participation in the pension program for a period of up to six (6) months. Upon return from medical leave, the employee must submit a written statement from his/her physician before reinstatement. The statement must verify that the employee is able to perform normal job duties and specify restrictions, if any. The duration of the disability leave will be based upon the employee's ability to perform his/her normal duties without endangering their safety. Light duty or temporary assignments are available, if necessary.

If an employee's leave is due to a medical disability, the City shall continue to provide for the employee's insurance benefits during the approved period of leave.

Section 3. General Leave of Absence. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the City. Leaves of absence are for employees who, in addition to their sick days and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Employees seeking leave time that would not be covered under the workers' compensation or medical leave policies, or employees requesting additional leave time after other such leave time has been exhausted, should submit a written request for a leave of absence to the City Manager, at least ten (10) working days in advance of the start of the leave, except in emergency situations. The City Manager shall furnish written approval or denial of the request to the employee. If approved, such leave shall not exceed six (6) months in duration and, in the case of continuation of leave for workers' compensation or medical leave, may or may not include continuation of City-paid benefits at the discretion of the City Manager. The City Manager's decision to grant, extend, or deny, with or without benefits, is not subject to contest pursuant to the parties' grievance and arbitration procedures.

An employee on an approved leave of absence shall be reinstated to his/her former position, however, failure to return to work on the date scheduled shall be cause for immediate termination.

An employee who seeks and/or obtains other employment while on such a leave of absence shall be terminated from employment effective on the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

An employee who takes a leave of absence for reasons other than disability or extended illness must pay the full premiums for insurance prior to the start of the leave.

It shall be the duty of the employee to keep the Employer notified of his/her proper address and telephone number at all times during the leave.

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as any other disability.

Final 4/11/14

ARTICLE 22

SAVINGS CLAUSE

Section 1. If any section, sentence, clause or phrase of this agreement is for any reason held to be invalid or illegal, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this agreement or the agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the agreement which is found to be illegal or invalid.

Section 2. Should the City be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the City not be obligated to provide double coverage, and to escape such double payments. The City shall be permitted to cancel benefits or policies which duplicate, in whole, compulsory governmental sponsored insurance programs.

ARTICLE 23

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 any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement.

ARTICLE 24

DURATION AND TERMINATION OF AGREEMENT

Section 1. This agreement shall be effective on the 1st day of June, 2013, and shall remain in full force and effect through May 31, 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 or terminate 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.

Section 2. Health Care Benefit Reopener. This Agreement shall automatically reopen without the requirement of any notice on June 1, 2014, to negotiate health care benefits only.

Final 4/11/14

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 11th day of April, 2014.

POLICE OFFICERS LABOR COUNCIL

CITY OF GRAND BLANC

BY: Lloyd A. Whetstone
LLOYD WHETSTONE, Business Agent

BY: Paul J. Brake
PAUL J. BRAKE, City Manager

BY: [Signature]

BY: _____

BY: [Signature]

BY: _____

Final 4/11/14

APPENDIX "A"
WAGE SCHEDULE

Final 4/11/14

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF GRAND BLANC
-and-
POLICE OFFICERS LABOR COUNCIL
GRAND BLANC CITY COMMAND UNIT

Chief of Police, Steven Solomon's Participation in the MERS Retirement Plan

Both parties to this Agreement hereby agree that Chief of Police, Steven Solomon, for the purpose of retirement only, will be allowed to participate in the Command Officers Unit Retirement Plan (MERS).

This Memorandum of Understanding and Agreement is understood and agreed to by the City of Grand Blanc, POLC and Members of the Bargaining Unit on the date and year listed below.

FOR THE CITY:

CITY OF GRAND BLANC

BY: 
PAUL J. BRAKE, City Manager

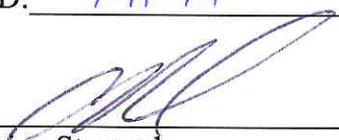
DATED: 4-11-14

FOR THE UNION:

POLICE OFFICERS LABOR COUNSEL
GRAND BLANC CITY POLICE
COMMAND UNIT

BY: 
LLOYD WHETSTONE, Business Agent

DATED: 4-11-14

BY: 
Union Steward

DATED: 4/11/14

Exhibit A

City of Grand Blanc
 PA 152 - FY 2014 (July 2013 - May 2014)
 Hard Cap Analysis - Allocation Method

State Monthly Base:		City Employees		Aggregate Annual Amount
Single	\$ 474.38	5		\$ 28,462.50
Single Plus One	\$ 948.75	5		\$ 56,925.00
Family	\$ 1,293.75	11		\$ 170,775.00
		<u>21</u>		<u>\$ 256,162.50</u>
Total State Allowable:				
City FY 2013 Monthly Cost:		City Employees	Lives Insured	Aggregate Annual Amount
Single	\$ 511.95	5	1	\$ 30,717.00
Single Plus One	\$ 1,177.48	5	2	\$ 70,648.80
Family	\$ 1,382.25	11	3	\$ 182,457.00
		<u>21</u>	<u>48</u>	<u>\$ 283,822.80</u>
Total City Cost:				
				<u>\$ 27,660.30</u>

Employee cost with Smoothing:	Annualized	Employee Per Pay Share
Single	\$ 576.26	\$ 22.16
Single + One	\$ 1,152.51	\$ 44.33
Family	\$ 3,728.77	\$ 66.49

Employee cost without Smoothing:	Hard Cap Allowable Cost	Employee Annual Hard Cap Share	Employee Per Pay Hard Cap Share
Single	\$ 511.95	\$ 450.90	\$ 17.34
Single Plus One	\$ 1,177.48	\$ 2,744.76	\$ 105.57
Family	\$ 1,382.25	\$ 1,062.00	\$ 40.85

From PA 152:
 A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit.

Approved: PJB 11/5/2013
 JCG 11/5/2013

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made by and between POLICE OFFICERS LABOR COUNCIL, GRAND BLANC CITY POLICE COMMAND UNIT, (hereinafter referred to as "Union") and CITY OF GRAND BLANC (hereinafter referred to as "Employer").

The Union agrees to dismiss its Act 312 Arbitration case before the Michigan Employment Relations Commission, to be heard by Arbitrator Thomas L. Gravelle, Case No. L13 I-A-0014, concerning outstanding bargaining issues: wages, signing bonus, and pension contributions. In total consideration for this Agreement the Employer and Union agree that the collective bargaining agreement will be modified as follows:

1. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 1. Wages. Wages and salary schedule attached hereto as Appendix A.

(a) Sergeants and Lieutenants Hired Before 1/1/06.

1st year	2.0% across the board increase
2nd year	2.0% across the board increase
3rd year	2.0% across the board increase

**Year 1 2% across-the-board wage increase effective
April 5, 2014**

**Year 2 2% across-the-board wage increase effective
June 1, 2014**

(b) Sergeants Hired After 1/1/06. Sergeants hired or newly promoted into the command bargaining unit shall receive 10% above the base rate of the highest paid patrol officer.

(c) Lieutenants Hired After 1/1/06. Lieutenants hired or newly promoted into the command bargaining unit shall receive 10% above the base rate of the sergeant.

2. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 5. Hospitalization, Vision and Dental Insurance. (a) The City provides each full-time command officer and dependents, as defined by the carrier, with hospitalization, vision and dental insurance coverage under plans as provided for in the Police Department patrol unit collective bargaining agreement. Any future changes to the patrol

unit hospitalization, vision and dental insurance, including benefit levels, co-pays, deductibles and premium sharing, shall automatically be applicable to the command unit upon the effective date in the patrol unit collective bargaining agreement.

(b) In the event of death of the command officer, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.

(c) Health Care Insurance – Employee Premium Sharing. The parties mutually agree to fully comply with the health care insurance premium sharing requirements of P.A. 152 and the hard cap method selected by the City on a fair and equitable basis. Accordingly, effective June 1, 2013, the parties have agreed to allocate the employees' premium sharing obligations on a common contribution, regardless of employee census status. The common contribution rate formula to determine each employee's health care insurance premium obligation shall be determined in a manner consistent with the attached worksheet (Exhibit A). Each employee's health care insurance premium contribution shall be deducted from his/her paycheck on a pre-tax basis pursuant to a Section 125 plan.

Beginning October 1, 2013, the City shall provide employees with a Flexible Spending Account (FSA) plan option.

(d) **The City reserves the right to contract with the insurance carrier of its choice, so long as any change in carriers does not result in reduction of the benefit levels to its employees.**

(e) **Preceding any change in insurance carrier(s), the City shall schedule a meeting at which time a representative of the proposed insurance carrier will describe and discuss the company's benefit levels, claims and reimbursement procedures, and all other pertinent information. This meeting shall be held at City Hall or the Police Department. Subsequent to this meeting, but prior to any change in insurance carrier(s), the City shall meet and discuss the issue with representatives of the bargaining unit.**

(f) **In the event of death of the employee, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.**

NOTE: Eliminate current deductible reimbursement plan.

NOTE: There shall be no retroactive employee payment obligation for 2013-14 health care premiums.

3. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 8. Paid Holidays.

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Veteran's Day

The above named days are declared holidays by the City. Sergeants working any of the above days will be paid at the rate of time and one-half (1 ½). In addition, full-time sergeants and Lieutenants shall receive one (1) compensation hour for each hour worked on a holiday.

Sergeants not scheduled to work shall receive eight (8) hours pay at their regular rate. Holiday pay will only be paid if the sergeant's shift starts on the holiday. Sergeants on vacation, or bereavement leave shall receive eight (8) hours pay at their regular rate should a holiday occur during their leave.

4. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 13. Sick Days. ~~After one (1) year of employment,~~ Full-time command officers earn one (1) day of sick leave per month. Sick days are to be used only for actual illness. Sick days may be accumulated up to a maximum of forty (40) days. After reaching the 40-day cap, command officers may continue to accumulate one (1) day per month through the calendar year. In January, after the year has been closed, thirty-three and one-third percent (33-1/3%) of these accrued days will be paid at the command officer's current base rate of pay. At the beginning of January, the sick day bank will then revert back to the forty (40) day cap and accrual may begin again.

At retirement, as defined in this Article, the City will pay fifty percent (50%) of any accumulated, but unused sick days, up to a maximum of twenty-six (26) days.

5. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 15. Retirement.

(a) Pension. The City shall provide all eligible sergeants and lieutenants with the following retirement plan: Michigan Municipal Employees Retirement System (MERS), with B-4 and F 55 retirement eligibility, which provide respectively for retirement benefit defined as 2.5% of final average compensation for each year of service, up to a maximum of eighty percent (80%) of final average compensation, and full benefit eligibility at age fifty-five (55) with twenty-five (25) or more years accredited service, with final average compensation being the annual average of the best five (5) of the last ten (10) years' wages.

The MERS retirement benefit shall be subject to the following contribution obligations effective April 5, 2014:

1. **The City shall make contributions to the MERS retirement plan equal to the difference between the required MERS contribution and the employee's contribution rate identified in paragraph 2 below.**
2. **Individual members shall make contributions to the MERS retirement plan in an amount equal to the Grand Blanc City Patrol Unit Members' contribution rate in effect plus three (3) percent.**
- ~~1. The City shall pay the entire contribution necessary to fund the current service costs of the MERS B-4 F 55/25 plan, as determined from time to time by the fund actuaries, without any contribution from the bargaining unit members, up to a maximum contribution of eleven and one-half percent (11.5%) of covered bargaining unit members' gross pay per year.~~
- ~~2. If the required contribution for current service costs in any year exceeds the eleven and one-half percent (11.5%) cap, the members themselves shall be entirely responsible for contributions in excess of that cap for their individual accounts, up to a maximum of five percent (5%) of gross pay, for a combined contribution rate of sixteen and one-half percent (16-1/2%).~~
- ~~3. If the required contribution for current service cost in any year exceeds sixteen and one-half percent (16-1/2%) the contribution in excess of that combined cap shall be divided equally between the City and the individual member for each member's account.~~

6. ARTICLE 18 – WAGES AND FRINGE BENEFITS

Section 15. Retirement.

(b) Optimum Retiree Benefits – Full Retirement. Any full time command officer of the City hired before 1/1/06 who has attained the age of 50 and has 25 years of continuous employment with the City is eligible to receive the following fringe benefits upon retirement:

1. ~~HealthPlus health~~ **Blue Care Network HMO** insurance plan with co-pay prescription rider.
2. Vision Care Plan.
- ~~3. A Term Life Insurance Policy for the command officer only.~~
4. A Dental Care Plan.

The retirement fringe benefit package, ~~except for life insurance coverage,~~ is provided to each command officer and spouse only (dependent coverage may be added at the command officer's expense). In the event of the death of the retired command officer,

the spouse will continue to receive the fringe benefit package until he/she remarries.
(Note: MERS full pension benefit does not begin until age 55 with 25 years of service.)

Any command officer of the City hired after 1/1/06 who has attained the age of 50 and has 25 years of continuous employment with the City shall receive only the **HealthPlus Blue Care Network HMO** health insurance plan with co-pay prescription rider upon retirement.

7. ARTICLE 20 – MISCELLANEOUS

Section 4. Payroll Deductions. Upon request from an employee, the City will deduct from an employee's salary contributions to any of the following:

1. Individual Retirement Account
2. I.C.M.A. Deferred Compensation Plan
3. Union Dues or Service Fee
4. Credit union
5. Voluntary life insurance
6. Grand Blanc Police Association

An employee who is interested should contact the payroll department for further information. **All payroll deductions requested by an employee shall be made in twenty-six (26) equal installments throughout the course of the year.**

8. ARTICLE 20 – MISCELLANEOUS

Section 9. Payroll. A pay period is fourteen (14) days long. If a regular payday falls during a vacation, an employee may receive his/her check before going on vacation. A written request must be received in the payroll department by the pay-end date of the previous payroll period. **All wages shall be paid to employees through direct deposit in lieu of paper paychecks.**

9. ARTICLE 21 – LEAVES OF ABSENCE

Section 3. General Leave of Absence. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the City. Leaves of absence are for employees who, in addition to their sick days and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Employees seeking leave time that would not be covered under the workers' compensation or medical leave policies, **or employees requesting additional leave time after other such leave time has been exhausted**, should submit a written request for a leave of absence to the City Manager, at least ten (10) working days in advance of the start of the leave, except in emergency situations. The City Manager shall furnish written approval or denial of the request to the employee. If approved, such leave shall not exceed six (6) months in duration **and, in the case of continuation of leave for**

workers' compensation or medical leave, may or may not include continuation of City-paid benefits at the discretion of the City Manager. The City Manager's decision to grant, extend, or deny, with or without benefits, is not subject to contest pursuant to the parties' grievance and arbitration procedures..

An employee on an approved leave of absence shall be reinstated to his/her former position, however, failure to return to work on the date scheduled shall be cause for immediate termination.

An employee who seeks and/or obtains other employment while on such a leave of absence shall be terminated from employment effective on the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

An employee who takes a leave of absence for reasons other than disability or extended illness must pay the full premiums for insurance prior to the start of the leave.

It shall be the duty of the employee to keep the Employer notified of his/her proper address and telephone number at all times during the leave.

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as any other disability.

10. ARTICLE 24 – DURATION AND TERMINATION OF AGREEMENT

Section 1. This agreement shall be effective on the 1st day of June, **2013** ~~2008~~, and shall remain in full force and effect through May 31, **2015** ~~2011~~. 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 or terminate 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.

Section 2. Health Care Benefit Reopener. This Agreement shall automatically reopen without the requirement of any notice on **June 1, 2014**, to negotiate health care benefits only.

11. Statutorily Mandated Provisions:

A. Article 20, Miscellaneous, Section 12. Emergency Manager: The parties acknowledge the legal requirements of applicable emergency manager laws.

This Settlement Agreement is understood and agreed to by and between the parties on the date and year written below.

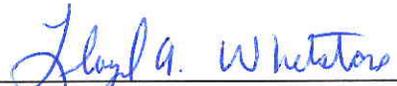
FOR THE CITY:

FOR THE UNION:

CITY OF GRAND BLANC

POLICE OFFICERS LABOR COUNCIL,
GRAND BLANC CITY POLICE COMMAND
UNIT

BY: 
PAUL J. BRAKE, City Manager

BY: 
LLOYD WHETSTONE, Business Agent

DATED: 4-11-14

DATED: 4-11-14