HILL 6/30/95

AGREEMENT BETWEEN

CITY OF SALINE

and

SALINE SERGEANTS ASSOCIATION

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

Saline, City of

JULY 1, 1992 - JUNE 30, 1995

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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RELATIONS COLLECTION
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AGREEMENT

THIS AGREEMENT, effective this first day of July 1992, by and between the CITY OF SALINE, hereinafter referred to as the "Employer", and the Saline Sergeants Union represented by Labor Council of Michigan Fraternal Order of Police, hereinafter referred to as the "Union".

ARTICLE 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Fraternal Order of Police, State Lodge of Michigan, Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for the following unit:

Sergeants

ARTICLE 3. UNION SECURITY

A. Agency Shop

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay an amount equal to the monthly Union dues to the local Union for the services and administration of the Contract for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required, within thirty (30) days of the date of hire, as a condition of continued employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this Agreement.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union and shall be deemed to meet the conditions of this section.

B. Termination for Delinquency for Paying Dues

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section B of this article unless:

1. The Union first has notified the employee by registered letter that he is delinquent in not tendering either periodic and uniformly required Union dues or the service

charge in an amount equivalent to periodic and uniformly require Union dues, and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this Article, and

2. The Union has furnished the City with written proof that the procedure of Section B.1. of this article has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that _____(Name)_____ has failed to tender either periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the employee."

The Union shall indemnify and save the City harmless against any claims, demands, suits or other forms of liability arising out of this Section or Section 4.

ARTICLE 4. UNION DUES OR SERVICE CHARGED

A. Payment by Checkoff

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge as indicated on

Dues Checkoff Card from the pay of each employee who executes or has executed the following authorization for payroll deduction form.

EXECUTIVE OFFICES
667 EAST BIG BEAVER • SUITE 205 • TROY, MI 48083
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD
667 East Big Beaver, Suite 205, Troy, MI 48083

I hereby request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of $_____per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL FRATERNAL ORDER OF POLICE, 667 East Big Beaver, Suite 205, Troy, MI 48083.

(Print) Last Name	First Name		Middle Initial
Address	City	State	Zip
Social Security Number	SIGNATURE		Date

B. <u>When Deduction Begins</u>

Checkoff deductions under a properly executed authorization for checkoff of dues or service charge forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

C. <u>Remittance of Dues to Financial Officer</u>

Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have to be deducted as soon as possible after the first day of the following month.

ARTICLE 5. UNION REPRESENTATION

A. The Employer recognizes the right of the Union to designate a Steward or an alternate from the seniority list of the unit.

Once a Steward and an alternate are selected, their names will be submitted by letter to the Police Chief, to the Personnel Department and to the City's Labor Relations Unit for their information.

The authority of the Steward, or in his/her absence, the alternate so designated by the Union, shall be limited to and shall not exceed the following duties:

B. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

C. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information:

1. have been reduced to writing, or,
2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interferences with the work of the Police Department.

D. The steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the police department without loss of time or pay during his/her regular working hours. Such time shall be approved by the Chief of Police and used in computing daily and/or weekly overtime, if within the regular schedule of the steward.

ARTICLE 6. UNION RIGHTS

A. Bulletins and Orders

A copy of any general order, rule, regulation or training bulletin shall be made available to the Steward for the Union or posted on the department bulletin board.

B. No Discrimination Clause

The Employer and the Union agree that for the duration of this agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political beliefs, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

C. Police Department Personnel File

A Union member's police personnel file shall be kept under the direct control of the Chief of Police and the City Administrator.

1. The Employer shall not allow anyone other than those authorized by the Chief of Police or the City Administrator to read, view, have a copy of, or in any way peruse in whole or in part a Union member's police personnel file.
2. A member of the Union may view his/her own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police.
3. All Police personnel files must be kept and maintained in the confines of the Police Department and City Hall so as to secure their privacy.
4. It is understood by both parties that the City Administrator may review the police personnel files.

5. Before any write-up on an officer is placed into his/her personnel file, he shall be given the opportunity to review the write-up and if such officer desires, it shall be a proper subject of the grievance procedure.

D. Equality of Treatment

It is agreed by the Employer and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the City in all phases of the employment process.

ARTICLE 7. MANAGEMENT RIGHTS

The City on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves for itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Home Rule Act, powers and duties of cities, the laws and Constitution of the State of Michigan and of the United States, including, but not limited to:

A. The right to hire.

B. The right to fire, suspend or otherwise discipline anyone for just cause.

C. The right to layoff, based on seniority.

D. The right to establish and promulgate reasonable procedures and policies for the efficient, safe, economical and practical operations of the Department.

E. The right to establish and promulgate reasonable departmental rules and regulations.

F. The right to determine the number of employees required to operate the Department.

G. The right to operate the Department in accordance with existing City Charter, City Ordinances, State Laws and Federal Laws.

H. The right to determine the type and quantity of equipment, vehicles, property and uniforms.

I. The right to determine the amount of supervision required.

J. The right to determine the amount of overtime to be worked.

K. The right to purchase services of specialists or others on a temporary basis.

L. The right to enter into mutual aid pacts with other communities.

M. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members, nor shall it result in the reduction of the work force or the rank of the present employees.

N. The Employer reserves the right to classify or re-classify existing positions based on assignment duties and responsibilities, provided such re-assignment shall not be arbitrary, capricious, or degrading.

O. The right to establish reasonable work schedules and shift assignments.

ARTICLE 8. NO STRIKE CLAUSE

The Union agrees that there shall be no interruption or slowdown of services for any cause whatsoever by the employees it represents. During the full term of this agreement, neither the Union, its agents, or its members will authorize, instigate, aid or participate in a work stoppage, slowdown, strike or job action against the City.

ARTICLE 9. GRIEVANCE PROCEDURE

SECTION 1. INVESTIGATION OF GRIEVANCE

Representatives shall be given a reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during his/her regular working hours shall be considered working hours in computing overtime, if within the regular schedule of the representative.

SECTION 2. INFORMATION

Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

SECTION 3. PAY FOR NEGOTIATIONS

The City agrees to compensate an employee at his/her regular rate of pay for all hours lost from his/her regular schedule while he/she is in attendance at a negotiation meeting with City representatives.

SECTION 4. GRIEVANCE PROCEDURE

(a) Objective & Definitions

The grievance procedure is established as an orderly means for considering and resolving grievances. The word "grievance" shall be defined as an alleged violation of this agreement raised by one or more individuals within the bargaining unit against the City. The grievance procedure is available to all employees within the bargaining unit. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level.

(b) Office work days shall be defined for either party as Monday through Friday, 8:30 A.M. to 4:30 P.M., excluding sick days, disability days, personal days, vacation or holidays.

(c) Processing of Grievances

Grievances shall be processed according to the following procedure:

STEP 1 - ORAL

Any employee within the bargaining unit may, with or without the presence of an Union representative, discuss the complaint with the Police Department's Chief. The Chief shall have the opportunity to investigate the grievance. The Steward will be notified in any settlement at this step. If the grievance is not resolved, the Grievant may contact the Union Steward. The Steward shall review the grievance and determine whether it is a valid and just grievance. If the Steward determines that this grievance should be pursued further, he shall so advise the grievant in writing and the grievant may then proceed to STEP 2.

STEP 2 - WRITTEN GRIEVANCE TO POLICE CHIEF

The Grievant shall submit a written grievance to the Police Chief which shall at a minimum contain the following information:

1. Date of event, problem or situation being grieved.
2. Be signed by Grievant (all Grievants) and be dated.
3. Be typed.
4. State what portion of this Agreement or what written rule, regulation or policy has been violated.
5. State the circumstances surrounding the event, problem or situation being grieved.
6. Specify the relief sought.

STEP 2 of this Grievance Procedure shall have begun within twenty-one (21) office work days of the date of the event.

The Police Chief shall decide the grievance in writing and the Union shall receive it within twenty-one (21) office work days of the receipt of the grievance. The Chief's decision shall set forth the facts or reasons he took into account in answering the grievance.

If the grievance is not resolved at STEP 2, Grievant shall submit grievance to STEP 3 within ten (10) office work days of the receipt of the Chief's decision in STEP 2, together with copies of all written correspondence, as noted above in STEPS 1 & 2.

STEP 3 - WRITTEN APPEAL TO CITY ADMINISTRATOR

Upon receiving the written appeal on the grievance, the City Administrator may investigate grievance, question Grievant and witnesses, and will respond to grievance. Copies of his decision shall be provided to both parties within twenty-one (21) office work days of receipt of appeal.

STEP 4 - APPEAL TO ARBITRATOR

If the grievance is not resolved in STEP 3, the Grievant shall have the right to appeal the decision of the City Administrator to an Arbitrator. The Grievant shall notify the City within twenty-one (21) office work days after the decision of the City Administrator of the decision to appeal to an Arbitrator. The Arbitrator shall be selected from the Michigan Employment Relations Commission and he shall be mutually agreeable to both parties. If a grievance is submitted to an arbitrator, the City and Union shall each pay one-half (1/2) of the Arbitrator's fees and expenses.

(d) Time Limitations

All actions by all individuals and groups mentioned in this Section shall be within the prescribed time limits. Failure to act by the Union, Grievant, Steward or F.O.P., shall mean that the grievance has been resolved and settled on the basis of the Police Chief's or City Administrator's last decision. If the Police Chief or City Administrator do not act and answer a grievance or grievance appeal within the specified time limit, the Grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

The time limit on each step may be shortened or extended by mutual written agreement of the parties involved.

(e) Arbitrator's Powers

The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify

this Agreement in any respect, either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The award of the Arbitrator shall be retroactive no earlier than thirty (30) days from the date the grievance was submitted in writing in running violations. The Arbitrator's decision shall be final and binding upon the Union, the City and the employees.

(f) Grievance Form

The Union shall furnish mutually agreed upon grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

ARTICLE 10 DISCHARGE OR SUSPENSION

The Employer shall not discharge, discipline nor suspend any employee without just cause. Depending on the severity of the offense involved, disciplinary action shall include, but may not necessarily be limited to the following steps:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Termination of employment

These steps shall be followed except in cases of discharge or suspension for dishonesty, unprofessional conduct, gross insubordination, violation or conviction of any criminal law offense, other than a traffic violation, provided that the employee retains his/her right to drive an automobile. An employee may be suspended during the period of

investigation of alleged criminal offense upon written notice to the Union, however, if such employee is determined not to have committed the alleged offense, he/she shall be paid for such period of suspension. Verbal and written reprimands shall not remain in the files for more than two years unless the circumstances of that reprimand is similar to the circumstance of the current disciplinary action within said two year period. Discharge must include a proper written notice to the employee and the Union stating the reason for the discharge. Any employee may initiate a written grievance if he/she feels he/she has been unjustly disciplined or discharged. Said grievance shall be filed under the time limits and provisions set forth in the grievance procedure of this agreement.

ARTICLE 11. SENIORITY AND LAYOFFS

A. Seniority will be Length of Service with the City

Seniority shall continue during probationary periods. The "Probationary Period" is defined as the first twelve (12) months of continuous service in the rank of Sergeant. In the event that two (2) individuals were promoted the same day, the officer with the highest ranking on the promotional list shall have seniority.

B. Probationary Employee

He may be demoted to his/her former position during the probationary period.

C. Purpose of Seniority

Seniority shall be used to calculate layoffs, vacation scheduling and overtime within classification.

D. Layoffs and Recall Procedure

The City shall provide the individual or individuals to be laid off with a written notification of layoff at least two (2) weeks prior to the beginning of the layoff. Layoffs shall proceed by laying off first those with the least seniority within the bargaining unit.

When the working force is increased after a lay-off, employees will be recalled in inverse order of lay-off. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit. (Employees returning to the Unit will be placed back to a job assignment equivalent to his/her seniority.) If there are no job openings within the unit, he shall have recall rights within the Department in accordance to his/her Department seniority.

E. Bumping Privileges

A Sergeant shall have bumping privileges to a Patrolman in lieu of a lay-off.

F. Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

1. He quits City employment.
2. He is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.
3. He is absent without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he has been terminated. If the disposition

made of any such case is not satisfactory to an employee, the matter may be referred to the grievance procedure.

4. If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.

5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.

6. He retires.

ARTICLE 12. SICK LEAVE

Sick leave for all Union members shall be accrued and granted as follows:

A. Number of Days

All regular employees shall be entitled to sick leave of one (1) work day, with pay, for each month of service up to a maximum of 150 days.

B. Unused Sick Leave

Employees may accumulate 150 sick leave days.

C. Additional Provisions

In the case of the death of an employee, payment of fifty percent (50%) of unused sick leave shall be made to his/her beneficiary or estate, unless death occurs in the line of duty, in which case 100% will be paid. An employee who has attained ten (10) years service shall receive one hundred percent (100%) of unused sick leave.

D. All unused sick leave accumulated will be paid in full upon retirement.

E. Partial Days

Sick leave absences for a part of a day shall be charged proportionally in an amount proportionate to the amount of sick time taken off.

F. Reporting of Sick Leave

When an employee finds it necessary to be absent for sickness, he should cause the facts to be reported to the Police Department one (1) hour before his/her regular starting time on the first working day of absence and may be required to report, unless hospitalized or confined by a doctor, during each work day thereafter.

G. Employees absent from work on legal holidays, vacation or disability arising from injuries in the course of their employment, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed, subject, however, to the maximum limitations herein provided.

H. Use of Sick Leave

An employee eligible for sick leave with pay may use such sick leave upon approval of his/her Department Head for absence for the following reasons:

1. Due to personal illness, dental care or physical incapacity caused by factors over which the employee has no reasonable control.
2. Due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work may be requested.
3. Due to illness in immediate family who require the care of the employee in their well-being.

4. Due to death in the immediate family.

5. Due to lost time not covered by compensation if employee is injured on the job.

I. The term "immediate family" as used in this section shall mean spouse, children, brothers, sisters, parents, grandparents, legal dependents or close relatives of the employee's spouse.

J. A physician's certificate of the employee's inability to work or ability to work may be requested:

1. If it is necessary to be absent on sick leave.

2. When an employee is ready to work following prolonged absence.

3. During an employee pregnancy.

If such a certificate is requested by the Employer, the Employer shall pay the cost of obtaining such a physician's certificate, if the Employee is examined by a physician of the Employer's choice.

K. Employees who have been asked to act as pall bearers may take sick leave to perform this service.

L. Accumulated sick leave cannot be transferred from one employee to another employee.

M. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury or death in the family. Use of sick leave for personal business is not allowed and its use of such may be cause for disciplinary action.

N. In cases of illness or injury on the job for which an employee receives benefits under the Workmen's Compensation Law, such employee will receive from the City a salary payment which will equal to the

amount of difference between the compensation benefit and his/her regular salary.

O. Optional Extension of Sick Leave

The purpose of this section is to provide an employee with the option of extended sick leave in those cases that require long-term rehabilitation. It is not the intent of this section to provide leave for employees who expended their sick leave for relatively minor illnesses and wish to utilize the extension offered them for convalescing from colds, flu, headaches, etc.

The present method of compiling sick leave (one day for each month worked) is more than sufficient to provide the average employee sick leave to handle any minor illnesses that may develop. Each permanent full-time employee of the City of Saline shall have the option of receiving up to 45 days of extended sick leave, if their current sick bank has been depleted under the following conditions:

1. The employee must be clearly suffering from an unexpected catastrophic illness or injury and in need of long-term rehabilitation or recovery.
2. This condition must be accompanied by a Doctor's Certificate of Necessity.
3. The employee must indicate in writing that he/she will provide the Employer with all pertinent medical information that is available concerning his/her present condition necessitating the extension of sick leave.
4. Approval by the City Administrator.
5. That the employee shall agree in writing that such additional sick leave shall be deducted from future

accumulations of sick leave; or, in the event employment shall terminate for any reason before sufficient accumulations of sick leave have been earned, said employee shall reimburse the City in full prior to the termination of employment for all such optional additional sick leave received, but not earned.

P. Maternity Leave

For the purpose of this agreement, a pregnancy shall be treated as an illness.

ARTICLE 13. PERSONAL TIME

It is hereby agreed that each full-time employee, including newly hired employees, shall receive four (4) days during each fiscal year for personal time or for bereavement upon death of any member of his/her immediate family. Personal days shall be non-cumulative and not eligible for cash reimbursement.

Employees shall give reasonable notice of their intent to use bereavement days.

Except in cases of emergency, an employee will give three days notice of his/her intent to use a personal day. If less than three (3) days notice is given for the use of a personal day, the employee must show that the request is based upon a sudden, unexpected and/or unscheduled emergency. In cases of less than three days notice, the Chief of Police shall make the final determination for approval or denial.

All requests for personal days on holidays or the day before or following the employee's vacation day shall be treated the same as requests for personal days with less than three days advance notice.

ARTICLE 14. WORK SCHEDULE AND OVERTIME

A. Premium Pay

Time worked in excess of eight hours per day or in excess of the scheduled work day shall be considered overtime. Overtime shall be compensated at time and one half (1 1/2) the employee's hourly rate, provided, however, upon request by an employee and if approved by the Chief of Police, equivalent compensatory time off may be given in lieu of overtime pay. The Chief, or his designee, will be the determining authority of the necessity of overtime. There shall be no changes in the work schedules to avoid payment of overtime. The 30 minute lunch period shall not be deemed overtime. Personal business time, vacation time or compensation time shall not be considered a day of work for the purposes of computing overtime as set forth in this Section.

B. Command officers shall attend two (2) hour staff conferences per month as scheduled by the Chief of Police. Time spent at Staff conferences shall not be used to calculate overtime or accrue compensatory time.

C. Rest Periods

The City will continue to recognize the present practice of lunch periods.

D. Stand-by Pay

The Employer agrees to pay all employees who are placed on stand-by status at the rate of one-fourth (1/4) of their regular base rate for all hours on stand-by during the period.

E. Call-in Pay

Any employee called into duty, including court-related time during off-duty hours, shall be paid a minimum of two (2) hours at time and one-half (1 1/2) whether or not he works the said two (2) hours.

ARTICLE 15. LEAVE OF ABSENCE

A. Personal Reasons

The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay and other benefits for any period or periods for the following purposes:

1. Attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service.
2. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Union elective position.

B. Extended Leave

If a permanent employee with less than (10) years service is off for an extended period of time due to a physical or mental illness, the employee may be granted a leave of absence without pay not to exceed two (2) years, with approval of Chief of Police and City Administrator, provided he will not take a full time job without City approval.

ARTICLE 16. HOLIDAYS

Employees covered by this Agreement shall be paid eight (8) hours pay for each of the following recognized holidays or any day proclaimed in writing as a City holiday by duly constituted authority and during which

the police offices of the City are closed. Members of the bargaining units scheduled to work legal holidays shall be granted pay at the rate of one and one-half (1 1/2) times their regular base hourly wage rate, in addition to the regular holiday pay.

New Years Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Memorial Day	December 24th
July 4th	Christmas Day
Labor Day	December 31st
Veterans Day	

Birthday Off

Sergeants will be eligible to take their birthday off as a paid holiday (cannot be taken as a cash overtime payment). The day is to be taken within sixty (60) days of their birthday or another day mutually agreeable by the Chief of Police and the affected employee. Birthday holidays are to be scheduled in January/February of each year during the vacation selection period.

ARTICLE 17. VACATION ELIGIBILITY

A. All members of the bargaining unit with the required seniority as of their anniversary date of hire shall earn vacation leave with pay in accordance with the following schedule:

Seniority Required	Vacation Days
1 year - less than 5 years	12 work days
5 years	16 work days
8 years	18 work days
10 years	21 work days
13 years	24 work days

B. Vacation Pay

Employees will be paid vacation pay based on their regular pay classification. Employees wishing to have their vacation pay in advance of the regular payroll must submit a written request to the Employer two (2) weeks prior to the payroll date. Employees may receive their vacation pay in advance of the regular payroll date only if the payroll falls during the employee's vacation and such vacation is for two (2) weeks or longer.

C. Vacation Scheduling

The Chief of Police shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:

1. On or before the first of February of each year, a list will be posted for the purpose of signing up for vacation time.
2. Seniority within classification shall be a determining factor within the bargaining unit in assigning vacation schedules.
3. Failure to sign up for vacation time during February will forfeit seniority rights as to the choice of vacation time.
4. Additional vacation may be taken if there is a balance of vacation days remaining for the individual at any time mutually agreeable to the Chief and the employee.

D. Vacation Accumulation

Employees will be encouraged to take yearly vacations. An employee shall be allowed to accrue no more than twice the amount of annual vacation to which he is entitled. If the amount of accrued vacation exceeds twice the amount of annual vacation to which the person

is entitled, the employee shall be allowed to receive compensation for the portion exceeding twice the annual accrual at a straight time rate. Accumulated vacation leave cannot be transferred from one employee to another. Upon separation, accrued vacation will be paid in the final check.

ARTICLE 18. MILITARY LEAVE

Any employee on the seniority list inducted into military, naval, marine or air force service under the provisions of any Federal Selective Service training statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service, be re-employed in accordance with the provisions of such act.

ARTICLE 19. HOSPITALIZATION INSURANCE

A. Current hospitalization insurance for all members of the bargaining unit, covering all dependents, shall be maintained at City expense.

B. Effective July 1, 1983, vision insurance shall be provided up to an Employer cost of $5.50 per month for family coverage.

ARTICLE 20. DENTAL INSURANCE

Current dental insurance for the employee, covering all dependents, shall be maintained at City expense.

ARTICLE 21. LIFE INSURANCE

The City agrees to provide a minimum of coverage of $25,000.00 of group life insurance for each full time employee in the bargaining unit.

ARTICLE 22. RETIREMENT PLAN/HOSPITALIZATION

1. Retirement Plan

The City agrees to pay 100% of the retirement premium cost with the Michigan Employment Retirement System. Effective July 1, 1992, the retirement plan provided for all personnel covered by this contract will be Michigan Employment Retirement System Plan B4, F50/25, 2.5 multiplier with V-6 (vesting after six years of service). If the City negotiates any improvements in the retirement benefits paid to any other recognized City bargaining unit, those benefits shall also be extended to the employees covered by this Agreement.

2. Hospitalization

Employees retiring with twenty (20) or more years of continuous service prior to their retirement will be eligible to receive health insurance benefits under the following conditions:

(a) The Employer will pay four percent (4%) of the premium cost for each year of continuous service prior to retirement and the employee will pay the remaining premium cost.

(b) The health benefits will be provided through an HMO if available to the employee. If not, coverage shall be through the Employer's conventional health care provider.

(c) The employee is ineligible for this benefit if he is eligible for health benefits as a dependent of his/her spouse provided by the spouse's employer.

(d) The employee is ineligible for this benefit if he/she has health care benefits available through their current employer.

(e) The employee must coordinate premium and benefits with Medicare Insurance through the Social Security Administration offices on the 1st day of his eligibility.

(f) Retired employees must certify annually to the City Clerk, in writing, their compliance with the provisions of this section.

ARTICLE 23. CONTINUATION OF INSURANCE BENEFITS

The City agrees to continue insurance policies in effect to the end of the month following an employee's being laid off or taking a leave of absence without pay. An employee may, upon payment of the required premiums, continue his/her insurance benefits while on lay-off or leave of absence.

ARTICLE 24. PROMOTIONS

Promotions with the unit shall be based upon the below listed examination process:

Oral Examination	-	40%
Written Examination	-	50%
Chief's Review	-	10%

Oral Board Composition

The oral board shall be comprised of three (3) members of the Criminal Justice Community.

ARTICLE 25. WAGES

10% above top paid patrolman for sergeants; see Appendix A.

ARTICLE 26. FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance for all employees covered under this Agreement at the expense of the City with limits of $1,000,000/claim and $1,000,000 aggregate.

ARTICLE 27. WORKMEN'S COMPENSATION

The Employer shall provide Workmen's Compensation protection for all members of the bargaining unit.

ARTICLE 28. EDUCATION & TRAINING

A. Each employee shall endeavor to acquire an associate or full degree in Police Administration. The City agrees to pay for tuition and books for employees taking Police Administration or police related courses, upon approval by the Chief of Police or his designee, provided that such course is not otherwise funded by a Federal or State grant or program. Any employee that voluntarily resigns prior to the completion of any course for which he has been reimbursed by the City for books, tuition or other expenses, shall reimburse the City for all books, tuition and other expenses, except wages and the cost for the basic police training course.

B. Training

Employees shall be given proficiency exams in job related fields. Testing for proficiency exams shall be administered during regular duty hours or on an overtime basis, as determined by the Chief of Police.

Failure to satisfactorily complete proficiency exams may be subject to the disciplinary procedure pursuant to the collective bargaining Agreement.

Proficiency exams shall be limited to courses and requirements of the Michigan Law Enforcement Officer's Training Council Basic Recruit School with primary emphasis on firearms, first aid, legal updates and physical fitness.

The Chief of Police may approve an alternative to the physical fitness requirements upon the showing of medical necessity by the employee.

This training language shall become effective on the date this agreement is signed and shall not be retroactive.

ARTICLE 29. PERSONAL PROPERTY

The City agrees to reimburse the employee for the loss or damage to personal property which is necessary to the performance of his/her duties as directed by the Chief of Police, as a result of service-connected accident or incident. This reimbursement shall be limited to the fair market value, upon application showing the details of said incident or accident and evidence of the fair market value of the item, where payment shall not exceed three hundred dollars ($300.00).

ARTICLE 30. CLEANING ALLOWANCE

The City agrees to contract for dry cleaning or to provide credit at cleaning establishments located in the City limits of Saline, a uniform maintenance allowance of $200.00 for all members of the bargaining unit. Said allowance shall be increased in proportion to any rate change made by said establishments. In addition, at the option of the City, the City may either fully maintain the command officer's uniforms or pool the balance of each command officer's account at the end of the year. By "pool", it is meant that if any command officer has money left in his/her

account at the end of the year, it shall be used to offset, on an equal basis, all command officer's accounts that are overdrawn and in a negative balance.

ARTICLE 31. EQUIPMENT ALLOWANCE

The City shall pay each full-time employee for uniform and equipment items not provided by the City the cash amount listed below. All uniform and equipment items purchased must comply with department general orders. The uniform and equipment allowance shall be payable on July 1st of each fiscal year for the duration of this agreement commencing on July 1st.

	Sergeant	Sergeant/Full-time Investigator
July 1st	$300.00	$400.00

ARTICLE 32. EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 33. MAINTENANCE OF CONDITIONS

A. Wages, hours and conditions of employment of this Agreement shall be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

B. The Employer shall make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement.

ARTICLE 34. SEPARABILITY AND SAVINGS CLAUSE

If any section of this Agreement, or any of its riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held valid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 35. AGREEMENT SUPERIORITY

This Agreement and letters of understanding not specifically rescinded herein, shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City mandatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE 36. DURATION

This Agreement shall be in full force and effect from and after July 1, 1992, and shall remain in force until 12:01 A.M., June 30, 1995, and thereafter for successive periods of one (1) year, unless either party shall on or before that sixty day (60) prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter,

renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on June 30, 1995, in the same manner as a notice of desire to terminate, unless before that date all subject of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment.

APPENDIX A

SALARY SCHEDULE

Sergeants will receive 10% pay differential above top paid patrolman.

LONGEVITY INCREASES

Employees covered by this Agreement shall be compensated for longevity in the amount specified below:

After completion of	5 years of service	-	$ 485.00
	9 years of service	-	$ 975.00
	12 years of service	-	$1,215.00
	18 years of service	-	$1,950.00

Longevity will be paid in the following manner each fiscal year:

December 1st	50%
June 30th	50%

Employees who attain longevity, or change grades within the above longevity scale after the start of the fiscal year, shall receive a prorated amount based on "total months service" within grade for the fiscal year.

Employees who terminate employment during the month of December will be obligated to refund to the City a prorated amount of one month's longevity or less, depending upon termination date.

APPENDIX B

Seniority List

Employee	Command Seniority	Department Seniority
Robert Dietrich	1-18-81 at 8:30 A.M.	6-5-77
Claude Van Damron	1-18-81 at 9:00 A.M.	1-9-79

APPENDIX C

CITY OF SALINE

BY: _____
Patrick J. Little, Mayor

_____
Dianne Hill, City Clerk

SALINE SERGEANTS ASSOCIATION

_____

_____

LABOR COUNCIL
FRATERNAL ORDER OF POLICE

_____
Homer Lafrinere
Field Representative

Approved By:

APPROVED _____
ALLAN W. GROSSMAN
SALINE CITY ATTORNEY

_____