

6-30-74

Corunna

AGREEMENT BETWEEN THE CITY OF ~~ANN ARBOR~~^{Corunna}
AND
SHIAWASSEE VALLEY LODGE 137--CORUNNA DIVISION

EFFECTIVE: JULY 1, 1972

TERMINATION: JUNE 30, 1974 at 11:59 p.m.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Shia Valley Lodge 137
Fraternal Order of Police
P.O. Box 312
Owosso, Michigan 48867

AGREEMENT

This Agreement entered into on this 11th day of Dec, 1973, between the City of Corunna, Michigan, (hereinafter referred to as the "EMPLOYER") and the Fraternal Order of Police, Shiawassee Valley Lodge 137, Corunna Division, (hereinafter referred to as the "LODGE").

(NOTE: the headings used in this Agreement, and exhibits neither add to, nor subtract from the meaning, but are for reference only.)

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 Lodge.

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

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

1. RECOGNITION. Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Lodge 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 of all employees of the Employer included in the bargaining units described below:

All full time and part time employees of the police department, excluding the Chief of Police.

2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Lodge.

3. UNION SECURITY. Requirement of Lodge Membership.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this Agreement.

(b) Employees covered by this Agreement who are not the Lodge at the time it becomes effective shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) 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 deemed to meet the conditions of this section.

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

4. LODGE DUES AND INITIATION FEES.

(a) Payment by Check-off.

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Lodge from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

Authorization for Payroll Deduction

I hereby request and authorize you to deduct from my earnings the Union membership fees and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Lodge.

By _____
(Print last name) (First Name) (Middle Name)

TO _____
(Employer) (Department)

Date to Start
Deduction

Signed: _____

Address: _____

(b) When Deductions Begin.

Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is signed by the employee and shall be deducted from the 15 pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Lodge with a list for whom dues have been deducted as soon as possible after the 15 day of the _____ month.

(d) Termination of Check-off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Lodge will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Lodge shall be reviewed by the designated representative of the Employer and a representative of the Lodge, and if not resolved may be decided at the final step of the grievance procedure.

5. DIVISION PRESIDENT OF THE LODGE.

The President of the Division during their working hours, without loss of time or pay, shall be allowed up to five (5) hours per week, non-accumulative, to investigate and present grievances to the Employer. More time may be allowed if mutually agreed upon.

6. SPECIAL CONFERENCES.

(a) Special Conferences for important matters will be arranged between the Lodge President and the Employer or its designated representative upon the request of either party. Such meetings shall not necessarily be between at least two (2) representatives of the lodge and representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times.

The members of the Lodge shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a non employee representative of the Lodge.

(b) The Lodge representative may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

7. GRIEVANCE PROCEDURE. Time of Answers.

Any employee having a grievance in connection with his employment shall present it as follows:

Step I (A) If an employee feels he has a grievance, he shall discuss the grievance with his President.

(B) The President and/or the employee may discuss the grievance with the Chief.

(C) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the employee to the Chief.

(D) The Chief shall answer the grievance within two (2) working days.

Step II If the grievance has not been settled, it shall be presented, in writing, by the employee to the City Manager within seven (7) days after the Chief's response is due. The City Manager shall respond to the employee in writing within three (3) working days.

Step III (A) In the event the Lodge Council wishes to carry the matter further, it shall, within thirty (30) working days from the date of the City Manager's last answer at Step II, meet with the employer for the purpose of carrying the matter to arbitration and to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

(B) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Lodge within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Lodge shall have the right to strike two names from the panel.

The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(C) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Lodge and its members, the employee or employees involved, and the employer. The arbitrator shall make his judgement based on the express terms of this agreement, and shall have no authority to add to or subtract from any of the terms of the agreement. Expenses for the arbitrator shall be shared equally by the Lodge and the employer.

(D) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Lodge's original demand.

(E) Any grievance not appealed by the Lodge within the time limits shall be deemed settled on the basis of management's last answer.

(F) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

8. WITHDRAWAL OF CASES.

(a) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decisions. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Lodge and its members, the employee or employees involved, and the Employer.

9. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within fifteen (15) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

10. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

11. DISCHARGE AND DISCIPLINE.

The right to discharge and discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline shall be made without just cause.

(a) Notice of Discharge or Discipline.

The Employer agrees promptly upon the discharge or discipline of an employee, to notify in writing the President of the Lodge of such discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the President of the Lodge and the Employer will make available in area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the President of the Lodge.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the President of the Lodge consider the discharge to be improper, a complaint shall be presented in writing through the President of the Lodge to the employer within two (2) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Lodge, the matter shall be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

12. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first six months of their employment. The six months probationary period shall be accumulated within not more than one hundred eight (180) calendar days.

There shall be no seniority among probationary employees

probationary employees.

(b) The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Lodge activity.

(c) Seniority shall be on a department wide basis, in accordance with the employer's last date of hire.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Lodge Membership with up-to-date copies at least every ninety (90) days.

14. LOSS OF SENIORITY.

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

(a) He quits, or retires.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

15. SHIFT PREFERENCE.

Shift preference will be with the discretion of the chief.

16. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Lodge. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

17. LAYOFF DEFINED.

(a) The word, "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

(b) When it becomes necessary to reduce the size of the work force, part time and probationary employees shall be laid off first, providing there are employees with seniority who are available and can satisfactorily perform the work of the part time or probationary employees without a break-in or training period. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid-off employee without a break-in or training period. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff without break-in or training then the junior employee shall be retained and the next least junior employees shall be laid off.

(1) If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employee or employees to enter the job classification may, in lieu of accepting layoff, exercise their seniority to replace the employee with the least seniority in any lower rated classification, seniority permitting, which work such replace employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The President of the Lodge shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

18. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c) and 17. Notice of recall shall be sent to the employee at his last known address by registered or 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.

19. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

(c) The Employer agrees that in any movement of work not covered above in (a) and (b), he will discuss the movement with the Lodge in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each department in the City at least seven (7) calendar days prior to filling such vacancy or newly-created position.

20. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each department. Employees interested shall apply within the seven (7) calendar days posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's President; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Lodge in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

21. VETERANS. Reinstatement of.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit; except in the case of an emergency.

23. LEAVE OF ABSENCE.

(a) Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or Lodge.
2. Maternity leave.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the Lodge elected to attend a function of the State Lodge, such as conventions or educational conferences, shall be allowed time off to attend such conferences and/or conventions.

24. LODGE BULLETIN BOARDS.

(a) The Employer will provide bulletin boards in each buildings which may be used by the Lodge for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

25. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Lodge prior to establishing a classification and rate structure. In the event the Lodge does not agree that the description and rate are proper, it shall be subject to negotiations.

26. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

27. EQUALIZATION OF OVERTIME HOURS

Overtime hours other than regular scheduled on-call employees, shall be divided as equally as possible among employees in the same classifications in their departments. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each department.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked by the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hours minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet 90 days from the effective date of this Agreement, and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

28. WORKMEN'S COMPENSATION. On-the-job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hours.

29. APPENDIX

The following appendixes are incorporated and made a part of this Agreement:

Appendix A. Pensions.

Appendix B. Classifications and Rates

Appendix C. Temporary Employment Status

30. WORKING HOURS AND SHIFT PREMIUMS AND HOURS.

(a) The regular full working day for the Police Department employees shall consist of 8 hours per day, including the lunch period.

(b) The regular work day for salaried employees shall be eight (8) hours per day five (5) days per week.

(c) A fulltime employee called for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (excluding regular scheduled on-call employees).

31. SICK LEAVE.

All members covered by this Agreement shall be allowed one personal business day a year.

All members covered by this Agreement shall accumulate one sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of sixty (60) days. All unused sick leave days will be paid upon retirement, death, and in the event the Employer terminates the employee's services. Said payments will be paid at the prevailing rate. In the event of the employee's death, payments for accumulated sick leave will be made to employee's beneficiary. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be considered as days worked specifically.

32. FUNERAL LEAVE.

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Any extra days required may be allowed based on the circumstances and approval of the Employer. Immediate family is to be defined as follows: Mother, Father, brother, Sister, Wife or husband, Son or Daughter, Mother-in-law, Father-in-law, brother-in-law, Sister-in-law, Grandparents and Grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The President of the Lodge, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Lodge, who is a member of the Fraternal Order of Police, Shiawassee Valley Lodge 137, Corunna Division, for the exclusive purpose of attending the funeral.

33. TIME AND ONE-HALF - (For Hourly-Rated Employees)

Time and one-half will be paid as follows:

- (a) For all hours over 8 in one day.
- (b) For all hours in excess of the 40 hour work-week
- (c) For all hours worked on holidays that are defined in this Agreement, one and one-half times the regular rate will be paid.

For the purpose of this Agreement, on-call employees as determined by the Employer shall continue to receive a weekend rate of \$15 (fifteen dollars) for being on call, said rate to apply to a two-hour maximum. Thereafter, the employee would be paid at the rate of time and one-half for hours in excess of the maximum.

34. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, Veterans' Day, and Easter.

(b) An employee will not receive holiday pay for the designated holidays if he is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday.

35. PASS DAYS.

(a) Definition. Because officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these as "Pass Days".

(b) Number. Employees covered hereby, earn pass days each month they are employed by the Employer, according to the following, monthly schedule; for a total of 108 pass days per year.

<u>MONTH</u>	<u>EARNED PASS DAYS</u>
January	9
February	9
March	9
April	8
May	9
June	8
July	9
August	9
September	8
October	9
November	8
December	9

(c) Three (3) additional pass days shall be granted each officer who works on either a Saturday or Sunday over the "long weekend holidays", to wit: Labor Day weekend, Memorial Day weekend, or Veterans' Day weekend. Said Pass Days to be coupled with vacation time.

(d) Larned Pass days may under B and C also be waived at the discretion of the Chief in the event of an emergency. In the event of an emergency, Officers may be called back at the discretion of the chief.

36. COURT TIME

Employees who are required to obtain complaints and warrants, or who must validate complaints while off-duty, or who are subpoenaed or directed into court, including Probate Court and official hearings during off-duty hours shall be compensated for a minimum of two hours at time and one-half the scheduled hourly rate. Where no witness fee is provided, one and one-half times the hourly rate shall be paid.

37. LONGEVITY PAY.

All regular full-time employees in the active service of the Employer as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

(a) Longevity pay shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full-time continuous service.

(b) To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

(c) Payments to employees who become eligible by October 1 of any year shall be due the subsequent November 1.

LONGEVITY PAY SCHEDULE

CONTINUOUS SERVICE

ANNUAL LONGEVITY PAY

4 or more and less than 8 yrs.	1% of annual wage
8 or more and less than 12 yrs.	2% of annual wage
12 or more years	3% of annual wage

38. UNIFORMS AND DRY CLEANING.

The employer shall pay for the complete cleaning of all uniforms issued by the Department and the employer shall furnish all uniforms and equipment necessary to the proper function of the police duties.

39. VACATION---Eligibility.

An employee will earn credits toward vacation with pay in accordance with the following schedule:

One year-----	Five (5) work days.
Two years-----	Ten (10) work days.
Eight years-----	Fifteen (15) work days.
Fifteen years and over-----	Twenty (20) work days.

40. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of the unused portion of his vacation.

41. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid off or retired, quits and gives two weeks' notice, or the Employer severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. In the event of a death of an employee, the unused vacation credit, including that accrued in the current calendar year, shall be paid to the employee's beneficiary. A recalled employee who received credit at the time of layoff for the current calendar year shall have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

42. HOSPITALIZATION MEDICAL COVERAGE.

Hospitalization Insurance: The Employer agrees to pay for full coverage on the employees and their dependents, for all employees who have made or make application.

43. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$8,000.00, while employed or laid off.

44. LIABILITY LISURANCE.

(a) The Employer shall furnish liability insurance, if practicable and actuarilly sound, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered agaanst him it shall be satisfied to the extent of the insurance coverage.

(b) Should the employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to be a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it has secured the liability insurance coverage.

45. COMPUTATION OF BENEFITS

Vacation, sick leave, funeral leave, personal days, holidays, and Workmen's Compensation shall be considered the same as hours worked for the purpose of computing overtime and benefits as covered by this Agreement.

46. GENERAL PROVISIONS.

The following general provisions are attached to and made a part of the Agreement.

(a) Management's Rights.

(1) The Employer, on its own behalf, and on behalf of the electorate of the City, hereby retains and reserves unto itself and powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

(2) The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authorities which the Employer has not abridged, delegated or modified by this Agreement, or retained by the Employer.

(3) The Employer may sub-contract and/or contract out work which will not create a reduction in the work force, or during a layoff, provided the employees are qualified and can perform the work.

(b) Strikes and Lock-Outs.

No lock-out of employees shall be instituted by the Employer during the terms of this Agreement.

No strikes of any kind shall be caused or sanctioned by the Lodge during the term of this Agreement. At no time, however, shall an employee be required to act as a strike breaker or go through picket lines.

(c) Work Rules.

(1) The Employer has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing contract.

(2) New work rules must be approved by the City Manager and presented to the Lodge through its President at least thirty (30) calendar days prior to the effective date of the work rule being established.

(3) In the event the proposed work rule is in conflict with or modified the existing contract, or in the event the work rule is unjust or unreasonable, the conference committee shall be convened to discuss and amend or correct the proposed work rule.

(4) All work rules established now or hereafter shall be published by being mailed to each employee covered by the work rule, and copies of work rules then in effect shall be given to all new employees upon employment.

(5) The Employer agrees to maintain a file of established work rules. Such file shall be available to the proper Lodge officials.

(d) Servibility.

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan.

The parties further agree that in the event a court of competent jurisdiction rules that the Employer was without legal authority to negotiate a specific article, section, or portion thereof of this Agreement, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

47. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1974.

(a) If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days' written notice prior to the current year's termination date

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Fraternal Order of Police, Shiawassee Valley Lodge 137, Corunna Division, Corunna, Michigan; and if the Employer, addressed _____

_____, or to any such address as the Lodge and the Employer may make available to each other.

48. EFFECTIVE DATE.

This Agreement shall become effective as of its date of execution except for Appendix B which shall be effective as of July 1, 1972.

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

FOR THE LODGE:

FOR THE EMPLOYER:

In presence of:

In presence of:

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION BETWEEN
THE CITY OF CORUNNA

-and-

FRATERNAL ORDER OF POLICE, SHIAWASSEE
VALLEY LODGE NO. 137, CORUNNA DIVISION

ARBITRATION OPINION AND AWARD

Proceedings were held under the Michigan Police and Fire-fighter Compulsory Arbitration Act on October 5, 1972 in Flint, Michigan before a panel composed of Paul Wiegman, Dallas Zonkers and William M. Ellmann, chairman.

Further conference calls were held on October 3, 1972 and October 26th seeking to resolve the dispute with limited success. Differences were varied.

Appearing for the Union were:

William H. Van Duzer
Richard L. Mowen
Robert A. Latunski

Appearing for the City:

Dallas Zonkers

Many issues were presented and Mrs. Dorothy Turner took the record.

Both parties were ably represented in this matter, and considerable testimony was taken. Both sides sought throughout to try to resolve their differences. A proposed contract has been supplied by the Union to the City covering the period from July 1, 1972 to June 30, 1974.

Background of the Dispute

Issues covered such areas as personal leave, holidays, length of contract, pay scales, part time employees, court time, witness fees, etc.

The City of Corunna has a two man police force plus a Chief. It is a City of approximately 2,829 inhabitants.

Personal leave was resolved between the parties, and is not the subject of this arbitration. Holidays are in issue. Length of contract is in issue.

A proposed tentative agreement has been submitted to us for our review, patterned after the Owosso agreement and effective July 1, 1972 and expiring June 30, 1974. The last session held between the parties sought to resolve some remaining differences.

FINDING AND AWARD

We use the proposed contract attached hereto and made part hereof as our reference and confirm the following provisions:

1. Recognition referring to employees covered is adopted as written.

2. Aid to other unions. Employer agrees not to aid other groups.

3. Union security. Membership is a condition precedent to employment. Employees must join the union within thirty (30) days. If hired after the effective date, they are allowed thirty (30) days to join. Fees are to be paid. Arrearages in dues must not exceed sixty (60) days.

4. Lodge Dues and initiation fees: paid by check-off. All clauses referring to deductions, financial officer, termination of checkoff, disputes concerning membership are adopted as written.

5. Division President of the Lodge: adopted as written.

6. Special conferences may be arranged, but such meetings shall not necessarily be between at least two (2) representatives of the lodge and representatives of management.

7. Grievance procedure is adopted as written.

8. Withdrawal of cases on grievance may be withdrawn. No appeal is provided for of arbitrator's decision.

9. Payment of back pay claims is adopted as written.

10. Computation of back wages is adopted as written.

11. Discharge and Discipline remains in the employer for just cause.

- a) Notice of discipline is required.
- b) Clause regarding discussion of discipline is adopted as written.
- c) Appeal of Discharge or Discipline is adopted as written.
- d) Use of past record is adopted as written.

12. Seniority. Probation shall last six months.

Probationary employees shall be presented by the lodge seniority on a department wide bases.

13. Seniority lists:

- a) Not affected by race, sex, age, marital status, or dependents.
- b) Seniority lists will show names and job titles.
- c) Lists must be kept up to date.

14. Loss of security

- a) Quits
- b) Is discharged
- c) Absent for three (3) consecutive working days without notifying the employer
- d) Fails to return to work.

15 Shift preference. Shift preference will be within the discretion of the Chief.

16. Supplemental agreements: adopted as written.

17. Layoff defined: adopted as written.

18. Recall procedure: adopted as written.

19. Transfers: adopted as written including (a) through (d).

20. Promotions: approved as written.

21. Veterans reinstatement: approved as written.

22. Educational leave of absence for veterans is approved as written.

23. Leave of absence is approved as written.
24. Lodge bulletin board is approved as written.
25. Rates for new jobs is approved as written.
26. Temporary assignments: approved as written.
27. Equalization of overtime hours is approved as written.
28. Workmen's compensation, on the job injury, is approved as written.
29. (Appendix) Approved as written.
30. Working hours and shift premiums and hours.
 - a) As written
 - b) As written
 - c) A fulltime employee called for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (excluding regular scheduled on-call employees).
31. Sick leave is approved as written.
32. Funeral leave is approved as written.
33. Time and one-half (for hourly-rated employees)
 - a) For all hours over eight (8) in one day.
 - b) For all hours in excess of the forty (40) hour work-week.
 - c) For all hours worked on holidays defined in this agreement, one and one-half times the regular rate will be paid.
34. Holiday Provision:
 - a) The paid holidays are designated as: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, Veterans' Day and Easter.
 - b) Approved as written.

35. Pass days

- a) As written.
- b) As written.
- c) Three (3) additional pass days shall be granted each officer who works on either a Saturday or Sunday over the long weekend holidays, to wit: Labor Day weekend, Memorial Day weekend, or Veterans' Day weekend. Said pass days to be coupled with vacation time.
- d) Earned Pass days under B and C may also be waived at the discretion of the Chief in the event of an emergency. Officers may be called back in an emergency at the discretion of the Chief.

36. Court time: Employees who are required to obtain complaints and warrants, or who must validate complaints while off-duty, or who are subpoenaed or directed into court, including Probate Court and official hearings during off-duty hours shall be compensated for a minimum of two hours at time and one-half the scheduled hourly rate. Where no witness fee is provided, one and one-half times the hourly rate shall be paid.

37. LONGEVITY PAY: approved as written.

38. Uniform and dry cleaning is approved as written.

39. Vacation eligibility is approved as written.

40. Vacation period is approved as written.

41. Pay advance is approved as written.

42. Hospitalization medical coverage is approved as written.

43. Life insurance coverage is approved as written.

44. Liability insurance:

- a) The Employer shall furnish liability insurance, if practicable and actuarially

sound, etc...(remainder as written)
b) Approved as written.

45. Computation of benefits: approved as written.

46. General provisions approved as written including management's rights and strikes and lock outs, work rules, and servivibility.

47. Termination and modication approved as written.

48. Effective date approved as written.

The following items are to be incorporated into the contract as Appendix A, B, and C.respectively.

Appendix A. It is agreed the Employer shall continue the existing pension program with the Michigan Municipal Employees Retirement System, Benefit Plan C.

Both sides disagree on the schedule of rates. There is good argument on both sides, but I am more concerned with the wage that these men will draw than necessarily a schedule of rates, which might complicate the situation. Corunna is a small city with a small population. I believe a schedule is unnecessary since they will have to compete with other cities in their hiring practices anyway. However, I do believe that both officers are entitled to a five (5) percent increase in wage effective July 1, 1972 and a further seven (7) percent increase on July 1, 1973, on the wage.

Appendix B. Part Time Employees: Any employee hired on an hourly basis working less than 20 hours per week shall receive \$3.50 per hour during the contract year July 1, 1972 to June 30, 1973 and \$4.00 per hour during the contract year of July 1, 1973 to June 30, 1974.

Any employee working more than 20 hours per week shall be considered a full time employee and be paid accordingly.

Appendix C. Paid Temporary Help: Seasonal, temporary employees may be employed to a total of five (5) and the period of their employment will be confined to those months during the year when schools, colleges, and universities are not in session. However, in no case will the period of employment of these temporary employees exceed ninety (90) calendar days.

It is understood that the provisions of the existing agreement entered into between the parties do not apply to these temporary employees.

Temporary employees will not be used to prevent the payment of overtime to regular employees, nor shall they be used to cause the layoff of regular employees.

In the event a temporary employee is promoted to a permanent position, his time worked as a temporary employee shall count towards establishing his seniority date.

Respectfully submitted,

Paul Wiegman
Paul Wiegman

Dallas Zonkers

William M. Ellmann
William M. Ellmann

DATED:

11/3/72