

6-30-73

Durand

AGREEMENT BETWEEN
CITY OF DURAND
and the
FRATERNAL ORDER OF POLICE,
SHIAWASSEE VALLEY LODGE NO. 137
Durand Division

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*City of Durand
201 E. Main St.
Durand, Mich 48429*

AGREEMENT

This Agreement entered into this 1st day of July, 1972, between the city of Durand, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Shiawassee Valley Lodge No. 137 - Durand Division, hereinafter referred to as the "Lodge."

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.

ARTICLE I
RECOGNITION

SECTION 1. 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 representatives 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.

ARTICLE II

AID TO OTHER LODGES

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.

ARTICLE III
LODGE SECURITY

SECTION 1. Requirements 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 membership in the Lodge for the duration of this Agreement.

b. 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.

c. 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.

d. 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.

ARTICLE IV

LODGE DUES AND INITIATION FEES

SECTION 1. Payment of Check-off.

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

SECTION 2. 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 Lodge 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 REPRESENTATION BY THE

FRATERNAL ORDER OF POLICE

SHIAWASSEE VALLEY LODGE NO. 137

Durand Division

Durand, Michigan

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

PRINT: Last Name First Middle Initial

Employer

Department

Date Deduction is to Start

Month Year

Signature: _____

Address: _____

City _____ State _____

SECTION 3. 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 first pay of the month and each month thereafter.

SECTION 4. Remittance of Dues to Financial Officer.

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

SECTION 5. 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 local 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.

SECTION 6. 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.

ARTICLE V

LODGE REPRESENTATIVES

SECTION 1. The bargaining unit shall be represented by one (1) representative from the police department. In the absence of a representative, an alternate may be appointed by the chairman of the bargaining unit.

The representative, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer at a time convenient to both parties.

ARTICLE VI

SPECIAL CONFERENCES

SECTION 1. Special conferences for important matters will be arranged between the Lodge and the Employer or its designated representatives upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Lodge. 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 between the hours of 9 a.m. and 4 p.m. 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 representative of the State Lodge.

SECTION 2. The Lodge representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

ARTICLE VII
GRIEVANCE PROCEDURE

SECTION 1. The grievance of any employee or joint grievance of any group of employees shall be handled in the following manner.

Step 1. The grievance shall be presented in writing by the employee's local Lodge representative to the employee's immediate supervisor within fourteen (14) days of its occurrence.

Step 2. If the immediate supervisor fails to settle the grievance to the satisfaction of the employee or the Lodge within three (3) working days the representative will present the grievance to the City Manager or his designated representative.

Step 3. Seven (7) days maximum shall be allowed for a decision by the City Manager that is acceptable to the employee or the Lodge.

Step 4. In the event a settlement cannot be reached between the two parties, the matter shall be referred to the City Council for their decision within thirty (30) days.

Step 5. If at any time a controversy should arise between the Lodge and the Employer regarding the true intent and meaning of the provisions of this Agreement between the parties or a controversy as to the performance of an obligation

hereunder, which the parties are unable to compose by full and complete use of the grievance procedure set up by the preceding sections of this article of this Agreement, the matter may be arbitrated.

SECTION 2. 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 American Arbitration Association Service shall be requested by the parties to provide a panel of five (5) 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.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator selected to adjust the grievance, shall have no authority to add to, subtract from, or modify the terms of this agreement, nor shall he have power to substitute his discretion for that of the Employer or the Lodge where such discretion has been retained by the Employer or the Lodge nor shall he exercise any responsibility or function of the Employer of the Lodge.

In the event the Lodge does not elect to take a grievance to the next higher step from step one (1) to step five (5) inclusive within fifteen (15) days from the last decision made, the grievance shall be deemed to be settled unless otherwise stipulated.

ARTICLE VIII

COMPUTATION OF BACK WAGES

SECTION 1. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE IX

DISCHARGE OR SUSPENSION

SECTION 1. Notice of discharge or discipline. The Employer agrees upon the discharge or discipline of an Employee to notify the employee representative of his discharge or discipline.

SECTION 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the representative and the Employer will make available an 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 representative.

SECTION 3. Appeal of Discharge or Discipline. Should the Lodge representative consider the discharge to be improper, a complaint shall be presented in writing through 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.

SECTION 4. 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 a employee for falsification of his Employment Application after a period of two (2) years from his date of hire.

ARTICLE X

SENIORITY

SECTION 1. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee completes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

SECTION 2. The Lodge shall represent probationary employees for the purpose 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 union activities.

ARTICLE XIII

SENIORITY LISTS

A. Seniority shall not be affected by the race, sex, 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 Lodge and council office with up to date copies twice yearly.

D. EEA employees shall be so designated on the seniority list.

ARTICLE XII
LOSS OF SENIORITY

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

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for five (5) 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 lay off 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.
- F. If he retires.

ARTICLE XIII
SHIFT PREFERENCE

SECTION 1. Shift preference will be granted on the basis of seniority within the job classification. In proper cases, exceptions may be made. The transfer to the desired shift will effected within two (2) weeks following the end of the current pay period within which the written request was made. Requests may only be made between January 1 and January 15 of each year.

ARTICLE XIV

LAYOFF

SECTION 1. The word "layoff" means a reduction in the working force due to a decrease of work or abolition of positions.

SECTION 2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off in inverse order of seniority.

SECTION 3. Employees to be laid off for an indefinite period of time will have at least fifteen (15) days notice of layoff.

SECTION 4. IF EEA funds are terminated, the Employer may terminate those employees hired under EEA or at its option any employee of lesser seniority; provided a special meeting is called to evaluate the employees effectiveness.

ARTICLE XV

RECALL PROCEDURE

SECTION 1. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 11(c). Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report to work within ten (10) days from date of mailing of notice of recall he shall be considered a quit.

ARTICLE XVI

VETERANS

SECTION 1. Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of lie seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within nineth (90) days of the date of such discharge or nineth (90) days after hospitalization continuing after discharge.

SECTION 2. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

SECTION 3. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

SECTION 4. 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 the promotion of himself and for the benefit of management of the City of Durand 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.

SECTION 4. 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 city when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit.

ARTICLE XVII

LEAVE OF ABSENCE

Leaves of absence for reasonable periods will be granted without loss of seniority for:

1. Service in any elected position (Public or Lodge) not to exceed two (2) years.
2. Maternity Leave - not to exceed one (1) year.
3. Illness Leave - physical, not to exceed two (2) years.
- Mental, not to exceed one (1) year.
4. Personal Leave - not to exceed ninety (90) days, for just cause, with the approval of the City Manager.
5. Prolonged illness in immediate family - not to exceed ninety (90) days.

Such leave may be extended for like cause.

ARTICLE XVIII

LEAVE FOR LODGE BUSINESS

SECTION 1. Members of the Lodge elected to Lodge positions or selected by the Lodge to do work which takes them from their employment with the Employer, shall, at the written request of the Lodge, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

SECTION 2. Members of the Lodge elected to attend a function of the Lodge, such as national or state conventions or educational conferences shall be allowed time off to attend such conferences and/or conventions.

ARTICLE XIX

SICK LEAVE

SECTION 1. All members covered by this agreement shall accumulate one (1) day per month for sick leave not to exceed twelve (12) days per year with One Hundred Twenty (120) days maximum accumulation. One half of unused sick leave days will be paid upon proper severance of employment with the city after five (5) years of service. 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 construed as days worked specifically. Proper severance from the city service shall be defined as resignation if fifteen (15) days notice is given, dismissal, retirement or death.

SECTION 2. Full time employees with six months service completed effective July 1, 19__ (probation period) shall be paid for earned, accumulated sick leave days, for reason of illness.

Employee must call city hall within two (2) hours of his regular starting time to report in sick to qualify for sick leave pay. Exceptions may be made in an emergency where impossible to comply.

Sick leaves may on demand require a statement from a medical authority.

One day shall be considered 8 hours if employees are working 10 hours day, 10 hour day shall be considered 1 1/4 days.

ARTICLE XX
FUNERAL LEAVE

SECTION 1. An employee may be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, grandchildren, grandparents or a member of the employee's household. In the event of a death in the immediate family of the spouse of an employee, the above listed relation will also apply and the employee will be granted funeral leave. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. Employees shall be allowed one-half (1/2) funeral leave day in the event of the death of an employee or officer of the city, for the exclusive purpose of attending the funeral.

SECTION 2. Funeral leave is to be interpreted as time allowed to attend a funeral or to make or assist in making necessary arrangements when required.

SECTION 3. Management may, under certain circumstances, grant for more funeral leave days.

ARTICLE XXI

WORKING HOURS

SECTION 1. The regular full working day shall consist of eight (8) hours per day. All hours over eight (8) in any *out* one day will be paid at the rate of time and one-half.

except when working 10 hour day, all hours after 10 hours

SECTION 2. The regular full work week shall consist of forty (40) hours per week. All hours worked over the fifth day, starting the sixth day consecutively will be

paid at the rate of time and one-half, or if working 10 hour day, all hours after 4 days.

SECTION 3. Management will prepare a 4-40 schedule for the department and will present it to the men including scheduling details setting forth the schedule for each man in the department. The men may then elect to work the present schedule or the proposed 4-40 schedule a presented.

Management will also have the right to determine the work schedule after a reasonable trial period. (30 days or more).

Sec. I & II will become void when the 4-40 schedule is in effect.

ARTICLE XXIII

VACATION

SECTION 1. The vacation governing the city employees of the city of Durand will be as follows for all full time employees only:

After 1 year of continuous service - 5 days vacation

After 5 years of continuous service - 10 working days

After 10 years of continuous service - 15 working days

After 20 years of continuous service - 20 working days

SECTION 2. An employee hired after June 30, 19__ and who should leave the employ of the city of Durand before completing one full year of service, shall not be reimbursed for vacation time, except in the case of death of the employee, nor shall they be eligible for vacation time until completion of one full year of employment.

SECTION 3. The following holidays shall be added to the vacation time: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Easter.

SECTION 4. All present employees will be grandfathered at their present vacation schedule if the present schedule is not in excess of the proposed schedule.

If employees are working 4-40, one vacation day shall be computed as 1 1/4 days. -28- (Vacation on 8 hr day)

SECTION 5. Vacations to be selected according to seniority during the month of January, however, if any selection is not made in the month of January, this constitutes a waiver of the seniority provisions.

SECTION 6. First vacations picked shall not be for more than two weeks, all employees shall have a pick before any employee has a second pick.

SECTION 7. When a holiday is observed by the Employer during a scheduled vacation, said holiday shall not be charged to vacation time.

SECTION 8. A vacation may not be waived by an employee and extra pay received for working during that period.

SECTION 9. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

SECTION 10. Earned vacation shall be credited on July first of each year. Earned vacation time may be carried over for twelve (12) months after the year in which it had been credited. With a maximum accumulation allowed shall be two (2) years with authorization from the City Manager.

ARTICLE XXII

HOLIDAYS

SECTION 1. The paid holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and Easter.

SECTION 2. All city employees will be covered by the above holidays except that all uniformed officers of the police department of the city of Durand will waive all holiday pay in lieu of eight (8) extra days of annual leave to be added to their vacation at the end of each year.

SECTION 3. The above holidays will not include part time employees.

SECTION 4. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday will be considered as the holiday.

SECTION 5. Employees must work their regularly scheduled work day immediately preceeding and following a paid holiday to qualify for holiday pay.

SECTION 6. If any member of the bargaining unit works Christmas Day, Thanksgiving Day or Independence Day, he shall receive in addition to the aforementioned benefits, time and one-half his regular rate of pay for the shift worked that falls on the holiday.

ARTICLE XXIII

PAY ADVANCE

SECTION 1. If a regular pay day falls during an employee's vacation, he will 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.

SECTION 2. If an employee is laid off or retires, he will receive any unused vacation credit including the accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

SECTION 3. Rate during vacation. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXIV

LODGE BULLETIN BOARDS

SECTION 1. The Employer will provide bulletin boards in each building which may be used by the Lodge for posting notices of the following types:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.

ARTICLE XXV
HOSPITALIZATION

SECTION 1. The Employer shall make available to all employees covered hereby Blue Cross/Blue Shield (MVF-2 with ML and \$2.00 prescription drug riders) Plan of hospital, medical and surgical insurance. The Employer shall also make available a dental rider with this plan. The employee shall complete necessary forms furnished by the Employer. The Employer reserves the right to substitute another carrier of this coverage, the fundamental provisions of the present coverage will not be changed. *Present policy remains in effect.*

SECTION 2. The Employer will pay one hundred percent (100%) of the premium for full family ward coverage, after the first six (6) months of employment. New employees are required to authorize payroll deductions for the premium cost of the group hospital medical-surgical insurance during the first six (6) months of their services with the Employer. The employee will pay, by payroll deduction, the balance of the total premium due for services he has selected which is more expensive than ward coverage. Such deduction and any other deduction pursuant to this Agreement, will not be made from pay for the same payroll period.

ARTICLE XXVI

LIFE INSURANCE COVERAGE

SECTION 1. The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$5,000.00 but not to cover part time employees or employees who are presently on retirement. This coverage shall be in effect thirty (30) days after date of employment or as soon as possible thereafter under the terms of the Life Insurance Policy.

ARTICLE XXVII

WORKMEN'S COMPENSATION

SECTION 1. 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 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, not to exceed twenty-six (26) weeks.

ARTICLE XXVIII

EQUALIZATION OF OVERTIME HOURS

SECTION 1. There shall be equalization of overtime hours. When overtime is refused, it shall be charged the same as if worked.

ARTICLE XXIX

CALL IN PAY

SECTION 1. Emergency call in pay will cover a period of two (2) hours at the regular hourly rate of pay as specified in Article XXI. The employee must be notified by his immediate supervisor which will cover a thirty minute period before departure or leaving his home to report to work.

SECTION 2. When the employee reports to work on his regular shift he will then be guaranteed at least four (4) hours of work unless otherwise properly notified prior to the starting of the employee's work shift.

SECTION 3. The present practices for court time will prevail.

SECTION 4. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

SECTION 5. The Employer will allow the employee to use a proper meeting place on city property for conducting union business on necessary occasions. The time and place of these meetings to be mutually agreed upon and the Employer to be given sufficient notice.

ARTICLE XXX
MANAGEMENT RIGHTS

SECTION 1. The management of the Employer's operations and the direction of the work force in the operation of the bargaining unit work of the Employer are vested in the Employer exclusively as functions of management, including but not limited to the following rights:

- A. To hire, recall, transfer and promote employees; to reprimand, demote, suspend and discharge employees for proper cause; to layoff employees because of lack of work, or for other legitimate reasons; to determine the scheduling of work and the work to be performed by employees; to sub-contract work based upon economic considerations; to determine the materials to be used and the methods, process and equipment to be employed, provided that none of the above management listed rights shall supersede any of the contract provisions dealing with hiring, layoff, recall, transfer, promotion discipline, suspension and discharge of employees.
- B. To determine the quality of work performed.

- C. To adopt and change such reasonable rules and regulations and rules of conduct as it may deem necessary and proper to the conduct of its operations as are not in conflict with the provisions of this Agreement, after discussion of such adoption or change with the bargaining committee, with the understanding that reasonableness of such rules and regulations are an arbitrable question.
- D. To enforce such rules and regulations and rules of conduct on its property and in Employer's buildings, which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.

All functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer. This article shall not be used to discriminate against the Lodge or any employee or in a manner to contravene any of the other provisions of this Agreement. All rules and regulations and rules of conduct shall be posted on the bulletin boards.

ARTICLE XXXI

RATIFICATION

SECTION 1. The Lodge agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before _____, 1972 and the State Lodge and the local Lodge will recommend to the employees that it be ratified.

ARTICLE XXXII

TERMINATION AND MODIFICATION

SECTION 1. This Agreement shall continue in full force and effect until June 30, 1973.

SECTION 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from this year thereafter subject to notice of termination by either party on ten (10) days written notice of termination. 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.

SECTION 3. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Lodge to _____, Michigan and if the Employer, address to _____, Michigan, or to any such address as the Lodge or the Employer may make available to each other.

ARTICLE XXXIII

EFFECTIVE DATE

SECTION 1. This Agreement shall become effective as of its date of execution except for the following provisions:

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

FOR THE CITY

FOR THE LODGE

Wayne C. Jones

APPENDIX'S

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

Appendix A - Wages

Appendix B - Retirement

Appendix C - Part Time Help

Appendix D - Uniform and Equipment Allowance

APPENDIX A

The wage rates following shall prevail for employees covered by this Agreement for the present fiscal year. The rates shall be subject to negotiation annually between the 1st day of March and the 30th day of April.

<u>Patrolmen</u>	<u>Beginning July 1, 1972</u>
0 - 1 year	\$ 8,000
1 - 2 years	8,250
2 - 5 years	8,500
5 - 10 years	8,750
10 - 15 years	9,000
15 - 20 years	9,500
20 years and over	10,000

APPENDIX B

The Employer agrees to put into effect the Michigan Municipal Retirement System Plan 1C to be paid as set forth in the terms of the act, within ninety (90) days of the signing of this contract.

APPENDIX C

It is understood that employees regularly working no more than 20 hours per week shall be considered part time employees, excepting part time employees will retain their status as part time employees when working more than 20 hours per week under emergency conditions such as; absences due to illness, shortage of manpower, emergency conditions requiring additional manpower. When necessary to use this provision of the contract the Lodge representative representing employees in the affected department shall be notified.

Part time employees will not be covered by the provisions of this contract.

The Employer agrees to furnish a list of these employees to the Lodge every ninety (90) days or upon request. Should the number increase, this may be a subject for special conference.

It is understood that employees working on special basis for seasonal work will not be covered by this contract.

It is agreed that a seasonal employee who is retained for more than 120 calendar days will be considered a regular full time employee and shall receive those benefits of a regular full time employee. For the purpose of acquiring benefits of a regular full time employee, his first day of employment as a regular full time employee shall be considered his 121st day of employment with the city.

For such employees retained by the city his seniority shall revert back to his first day of employment and wages from the 121st day on, shall be from the wage scale considering such seniority.

APPENDIX D

The Employer agrees to continue the present practice of furnishing uniforms and equipment for the police department. Cruisers shall be equiped with the necessary equipment reasonably related to the safety of the officer.

The Employer shall pay for all dry cleaning and laundering of uniforms.

Deet