

6/30/95

AGREEMENT BETWEEN

CITY OF SALINE

and

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE

JULY 1, 1992 - JUNE 30, 1995

Saline, City of

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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 LABOR COUNCIL, FRATERNAL ORDER OF POLICE, and its affiliate the Saline Police Officers Association, hereinafter referred to as the "Union".

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.

RECOGNITION

SECTION 1. COLLECTIVE BARGAINING UNIT

The employer hereby agrees to recognize the Labor Council, Michigan Fraternal Order of Police as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Act of 1947, as amended by Act No. 379, Public Acts of 1965, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time permanent employees and regular part-time employees employed by the Police Department of the City of Saline, but

excluding staff officers and persons holding private contracts with the City of Saline.

UNION SECURITY AND CHECKOFF

SECTION 2. UNION SECURITY

(a) Maintenance of Membership

All present and future employees of the bargaining unit shall be required as a condition of continued employment to tender dues or an amount equal to the regular monthly dues set by the Union membership for the duration of this Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this sub-section.

The Employer has no obligation regarding Union membership in the case of an employee who does not have on file with the Employer a valid, current "authorization for payroll deduction."

(b) Indemnification

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

SECTION 3. UNION DUES AND INITIATION FEES

(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 initiation fees and dues hereinafter set forth, the Employer agrees to deduct Union membership initiation fees and dues levied in accordance with the constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization Deduction Form and the Union agrees that all its members shall be required to sign such form forthwith.

**LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE
AUTHORIZATION FOR PAYROLL DEDUCTION**

**LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD**

6735 Telegraph Rd., Suite 395, Birmingham, MI 48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee _____ 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 MICHIGAN FRATERNAL ORDER OF POLICE, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

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

11/85

(b) When Deductions Begin

Check-off deductions under a properly executed authorization for Check-Off of Dues 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) Remittance of Dues to Financial Officer

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.

RIGHTS OF THE EMPLOYER

SECTION 4. 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.

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

NO STRIKE - NO LOCKOUT

SECTION 5. NO STRIKE - NO LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing the fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Saline. The City agrees that during the same period there will be no lockout.
- (b) The City reserves the sole right to discipline any employee or employees up to and including discharge for violation of this Section. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by this Section.

UNION REPRESENTATIVES

SECTION 6. 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 7. INFORMATION

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

SECTION 8. 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 9. 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/she 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 circumstance 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/she 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/she 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.

DISCHARGE OR SUSPENSION

SECTION 10. DISCHARGE AND 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.

SENIORITY

SECTION 11. SENIORITY DEFINITION

Seniority shall be defined to mean the length of the employee's continuous service with the Police Department commencing from his/her last date of hire. An employee shall have seniority after the completion of his/her probationary period. The application of seniority shall be

limited to the preferences specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in order of social security numbers.

SECTION 12. PROBATIONARY PERIOD

All new employees shall be considered probationary employees for a period of one (1) year, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the City without recourse to this Agreement. An employee who is laid off before completing his/her probationary period and is recalled to work within twelve (12) months, shall have such time worked credited toward completion of his/her probationary period. An employee who loses more than thirty (30) days from work shall have his/her probationary period extended by such time that is equal to the time that he/she was absent from work.

SECTION 13. SENIORITY LISTS

The seniority list on the date of this Agreement will show the names, job titles and date of hire of all employees of the Department entitled to seniority. The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least once every six months, upon request. (See Appendix D)

SECTION 14. LOSS OF SENIORITY

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

- (1) He/she quits City employment.
- (2) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (3) If any employee is absent without leave for three (3) consecutive days by reason of failure to return from sick leave or leave of absence in excess of one (1) week in duration, the Employer may send a five (5) day quit notice to the employee's last known address. If the employee fails to return to work within five (5) days from the date of mailing of the quit notice or to show reasonable cause for failing to return, he/she shall be deemed to have quit.
- (4) If an employee is absent without leave, excepting as set forth in paragraph three hereof, the Employer shall make contact by written communication or by oral conversation in the presence of an Union Officer and require the employee to return to work; failure to return as instructed shall constitute loss of seniority by discharge.
- (5) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- (6) He/she retires.

SECTION 15. SENIORITY OF OFFICERS

Notwithstanding his/her position on the seniority list, the President of the local Union shall, in the event of layoff, be continued at all

times, provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time employee and shall have completed his/her probationary period.

SECTION 16. LAYOFF AND RECALL

- (a) "The first employee to be laid off in a classification shall be in the following order: temporary, part-time, probationary. The next employee to be laid off by classification shall be the employee with the least rank seniority, provided, however, that the remaining senior employees have the ability to perform the required work."

Where the affected employees have the same rank seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected rank and classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the ability to perform the required work within the classification.

- (b) Upon being laid off from his/her rank, an employee who so requests shall in lieu of layoff, be demoted to a lower rank in the Department, provided, however, that he/she has greater seniority than the employee who he/she is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in the position in

which he/she has not previously held permanent status.

(c) Employees who are demoted in lieu of layoff shall initially be paid a salary equal to the salary paid for that classification with equivalent years of service.

(d) Recall

Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former rank in order of their rank seniority when the work force is to be increased, provided that the employee has not lost his/her seniority.

SECTION 17. NOTICE OF LAYOFF

The chief shall give written notice to the Employer and to the employees and the Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least twenty-one (21) days before the effective date thereof.

SECTION 18. RECALL PROCEDURE

Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered to have quit.

WAGES

SECTION 19. WAGES

Attached hereto (Appendix "A") is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said (Appendix "A") and the contents thereof shall constitute a part of this agreement.

SECTION 20. STARTING RATE ON INITIAL EMPLOYMENT

See "Appendix A."

SECTION 21. STARTING RATE ON RETURN FROM MILITARY SERVICE

Any employee who leaves or has left the City's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him, shall be entitled to receive all compensation increases granted to that grade during his period of military service.

SECTION 22. LONGEVITY INCREASES

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

After completion of:	5 Years Service	\$485.00
	9 Years Service	\$975.00
	12 Years Service	\$1,215.00
	18 Years 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 months longevity or less, depending upon termination date.

SECTION 23. PAY PERIOD

All employees covered under this Agreement shall be paid in full every other Friday for earnings through the previous Saturday.

HOURS OF WORK AND OVERTIME

SECTION 24. WORKWEEK

It is agreed that the normal work week shall be eight (8) hours per day, forty (40) hours per week, beginning on Sunday and ending on Saturday of each calendar week, excluding lunch and breaks.

SECTION 25. 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.

SECTION 26. COMPENSATORY TIME

Compensatory time off may be accumulated consistent with the terms of the Fair Labor Standards Act. Compensatory time off must be used within six months of it's accrual or at the first scheduled vacation of the employee, whichever is longer. The employee must use up any compensatory time accrued prior to the use of any vacation time.

SECTION 27. 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.

SECTION 28. CALL-IN PAY

Any employee called into duty, including court related time, during off-duty hours, shall be paid at least two (2) hours minimum pay whether or not he/she works the said two (2) hours.

SECTION 29. OVERTIME

- (a) Employees shall work reasonable amounts of overtime upon request. Overtime shall be reasonable equalized within a classification, provided that the employees within the classification are qualified by experience and training to do the required work.
- (b) When an employee changes shifts during his/her regular shift rotation or at his/her request, or is assigned to a rotating shift, this shall not result in overtime and premium pay because the employee works more than eight (8) hours in a calendar day or a twenty-four (24) period.

HOLIDAYS

SECTION 30. 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 public 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

Martin Luther King Day

Memorial Day

July 4th

Labor Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

December 24th

Christmas Day

December 31st

Employee's Birthday

At the discretion of the employer, employees shall be either granted

their birthdays off with pay (regular rate, no O.T.), or if scheduled to work, be paid at the Holiday rate as outlined in this Agreement.

For the purposes of this agreement, an employee whose birthday falls on their "Pass Day" will, at the discretion of the employer, be granted the holiday either on the last work day preceding their birthday or the first work day following their birthday.

VACATIONS

SECTION 31. VACATION ELIGIBILITY

All full-time employees with the required seniority as of their anniversary date of hire, shall earn vacation leave with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Vacation Days</u>
1 Year	12 Work Days
5 Years	16 Work Days
8 Years	18 Work Days
10 Years	21 Work Days
13 years	23 Work Days

An employee shall not accrue vacation leave during the probationary period. Upon completion of said probationary period, an employee shall be credited with one (1) day of vacation for each month of continuous service dating from employment.

SECTION 32. VACATION PAY

Employees will be paid vacation pay based on their regular pay classification immediately prior to the vacation period. 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.

SECTION 33. 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, two weeks maximum first choice selection during summer months (June, July, August).
- (2) Seniority shall be the determining factor 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 employer and the employee. Such vacation days will be assigned or permitted in such a manner that no shortage in staff results.
- (5) Shifts of sergeants will be covered by a road officer, full or part-time, or command officer as the Chief of Police shall direct. Sergeants will not be a part of the patrol vacation schedule.

SECTION 34. VACATION ACCUMULATION

Employees shall 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/she 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.

LEAVES OF ABSENCE

SECTION 35. SICK LEAVE

- (a) Each permanent full-time employee of the City shall accrue one work day with pay as sick leave for each completed month of service.
- (b) Unused sick leave may be accumulated up to a maximum of one hundred fifty (150) days.
- (c) Employees absent from work on legal holidays, vacation, for disability arising from injuries in the course of their employment, or on special leave of absence with pay, 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.

(d) 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 the immediate family who require the care of the employee for 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.

(e) 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.

(f) 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 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.

- (g) When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his/her Department as soon as possible, and where a relief employee is required, such report must be made before the hour to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (h) Employees who have been asked to act as pall bearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) day.
- (i) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day. Lesser amounts must be approved by the Chief of Police or his designee.
- (j) Accumulated sick leave cannot be transferred from one employee to another employee.
- (k) Sick leave is provided for protection against loss of income in the 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 as such may be cause for disciplinary action.
- (l) In cases of illness or injury on the job, for which an employee received benefits under the Workmen's Compensation Law, such

employee will receive from the City a salary payment which will be equal to the amount of difference between the compensation benefit and his/her regular salary; such salary payments shall be deducted prorata from sick leave benefits and vacation pay. In this way, the employee will receive the full amount of his/her salary during the period of convalescence to the limits of total annual leave credits.

(m) Payment

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.

(n) Retirement

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

(o) Optional Extension of Sick Leave

Purpose

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 of Absence

For the purpose of this Agreement, pregnancy shall be treated as any other illness.

SECTION 36. 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 law.

SECTION 37. PERSONAL DAYS

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.

INSURANCE

SECTION 38. HOSPITALIZATION

- (a) The City shall maintain the current level of hospitalization insurance for the employee, covering all dependents, 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.

SECTION 39. DENTAL INSURANCE

The City shall maintain the current level of dental insurance for the employee, covering all dependents, at City expense.

SECTION 40. LIFE INSURANCE

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

SECTION 41. 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 will be Michigan Employment Retirement System

Plan B4, F50/25, 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.

SECTION 42. INSURANCE BENEFITS FOR PROBATIONARY EMPLOYEES

A probationary employee shall receive insurance benefits beginning the first full month following his/her first day of employment, or at a later period if the insurance contract provides otherwise.

SECTION 43. 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.

PROMOTIONS

SECTION 44. PROMOTIONS

Promotions within the unit shall be based upon the following criteria:

Written Examinations	40%
Oral Board	50%
Chief's Evaluation	10%

The interview board shall consist of three police officers selected from "other" police departments of a rank equal to or greater than that being tested. The employee with the highest cumulative total of all three components shall receive the promotion. In case of a tie, the employee with the greatest seniority shall receive said promotion.

SHIFT ROTATION

SECTION 45. SHIFT ASSIGNMENTS

The Employer shall establish the normal work schedule for each employee. Shift assignments within the classification shall be rotated once every four (4) weeks, or as mutually agreed upon by the Union and the Employer. The Employer reserves the right to change shift assignments when the Employer determines that there exists a serious situation which warrants the changing of shifts. Departure from regular assignments shall extend only for the duration of such serious situations. Probationary employees, due to job training, may be assigned to a particular shift notwithstanding the rotation work schedule.

MISCELLANEOUS

SECTION 46. RULES & REGULATIONS

The City reserves the right to establish reasonable work rules and regulations not inconsistent with this Agreement.

SECTION 47. FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance for all employees covered under this Agreement at the expense of the City within limits of \$1,000,000.00 per incident.

SECTION 48. WORKMEN'S COMPENSATION

The Employer agrees to cooperate with the prompt settlement of employees' on-the-job injury or sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

SECTION 49. DISCRIMINATION

No persons employed by the City, nor applicants for City employment, shall be discriminated against because of race, creed, color, sex or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. The Union agrees that membership in the Union shall be open to every employee covered by this Contract on a non-discriminatory basis.

SECTION 50. 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/she 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 of 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.

SECTION 51. 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).

SECTION 52. CLEANING ALLOWANCE

The City agrees to contract for dry cleaning or provide credit at cleaning establishments located in the City limits of Saline; a uniform maintenance allowance of \$200.00 per full-time employee. 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 officer's uniforms or pool the balance of each officer's account at the end of the year. Further, the City agrees to "pool" the accounts for each fiscal year. By "pool", it is meant that if any officer has money left in his account at the end of the year, it shall be used to offset, on an equal basis, all officer's accounts that are overdrawn and in a negative balance.

SECTION 53. UNIFORM AND EQUIPMENT ALLOWANCE

The City shall pay each full-time employee for uniform and equipment items not provided by the City. The cash amounts listed below. All uniform and equipment items purchased must comply with Department General Orders. Uniform and equipment allowance shall be payable in full on July 1st of each fiscal year for the duration of this agreement.

Equipment allowances for new employees shall be prorated during the first year of service based on total weeks of service.

Patrol Officer	\$300.00
Dispatch/Communications Officer	\$200.00

SECTION 54. JUVENILE LIAISON OFFICER

It is hereby agreed that the position of Juvenile Liaison Officer shall be a separate classification within the Police Department.

It is further agreed that for the purposes of vacation and comp. time scheduling, that seniority constraints will only apply within the classification of Juvenile Liaison Officer and not be affected by the police officers or communications officers classification.

The Juvenile Liaison Officer shall be paid at the patrol officer classification rate.

SECTION 55. 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 conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, 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.

SECTION 56. 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.

SECTION 57. SEPARABILITY & 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.

SECTION 58. 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.

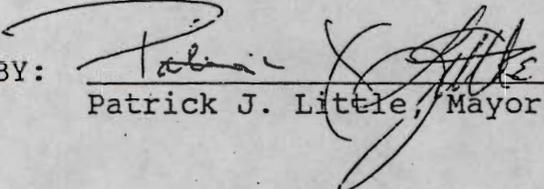
DURATION

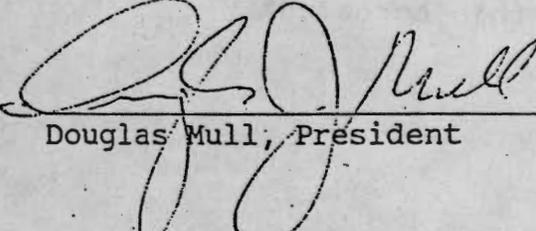
SECTION 59. DURATION

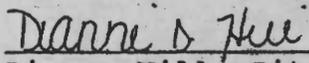
This Agreement shall be in full force and effect from and after July 1, 1992, and shall remain in force until 12:01 A.M., June 30, 1995, and thereafter for successive period of one (1) year, unless either party shall, on or before that one hundred twentieth (120th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, 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.

CITY OF SALINE

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE

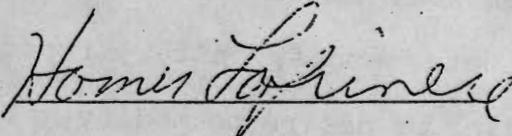
BY: 
Patrick J. Little, Mayor


Douglas Mull, President

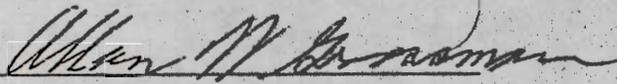

Dianne Hill, City Clerk


John Heller, Director at Large

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE


Homer LaFrinere
Field Representative

Approved By:



APPROVED _____
ALLAN W. GROSSMAN
SALINE CITY ATTORNEY

APPENDIX A

WAGES

1992/93

	<u>START</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>
PATROL	\$29,345	\$29,758	\$30,873	\$33,103	\$35,199
COMMUNICATION	\$19,359	\$20,474	\$21,589	\$22,705	\$24,153

1993/94

The percentage increase in the wage scale for the 1993/94 contract year shall be equal to the percentage increase in the CPI Index for all urban consumers items 1982/84 base year for the city of Detroit, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for a twelve (12) month period ending in April of 1993, plus five hundred dollars (\$500.00) for a patrol officer, five hundred dollars (\$500.00) for communications.

1994/95

The percentage increase in the wage scale for the 1994/95 contract year shall be equal to the percentage increase in the CPI Index for all urban consumers items 1982/84 base year for the city of Detroit, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for a twelve (12) month period ending in April of 1994, plus five hundred dollars (\$500.00) for a patrol officer, five hundred dollars (\$500.00) for communications.

PART-TIME PATROL OFFICER - HOURLY RATE

July 1st, 1992	-	\$12.93
July 1st, 1993	-	Corresponding to the percentage increase in the CPI Index specified in the patrol portion of Appendix A plus twenty-four cents (.24)/hr.
July 1st, 1994	-	Corresponding to the percentage increase in the CPI Index specified in the patrol portion of Appendix A plus twenty-four cents (.24)/hr.

PART-TIME COMMUNICATIONS OFFICER - HOURLY RATE

- July 1st, 1992 - \$9.36
- July 1st, 1993 - Corresponding to percentage increase in the CPI Index specified in the Communications portion of Appendix A, plus twenty-four cents (.24)/hr.
- July 1st, 1994 - Corresponding to percentage increase in the CPI Index specified in the Communications portion of Appendix A, plus twenty-four cents (.24)/hr.

Step increases for full-time employees shall be effective on their anniversary date of hire (Seniority Date), consistent with the above listed full-time wages.

Part-time employees shall be paid a salary consistent with the "part-time" employee wages listed above, irrespective of their anniversary date of hire, commencing on July 1st of each year of this agreement. Part-time employees are not eligible for step increases on their dates of hire (Seniority Date).

APPENDIX BPART-TIME PERSONNEL

The following provisions shall be applicable to part-time employees of the Saline Police Department, the provisions of this Agreement as set forth hereinbefore notwithstanding.

(a) Rate of Pay

Each person who is employed on a part-time basis shall be paid on an hourly basis and shall receive a wage rate mutually agreed upon by the City and the Union. See Appendix A.

(b) Vacation Pay

Each part-time employee, except temporary and seasonal employees, shall receive a pro-rated amount of accrued vacation in accordance with that portion of time worked as related to the time a full-time employee would work to earn a vacation.

(c) Insurance

Each part-time employee eligible under the City's Group Policy shall be covered by a life insurance policy in the same amount as each full-time officer. Each part-time employee eligible under the City's group policy shall be covered by False Arrest Insurance.

(d) Recognition

The City of Saline agrees that the Union does have the sole and exclusive right to bargain for the part-time personnel of the Saline Police Department and it is understood by both parties that this appendix Agreement is based upon the unusual nature of the part-time employee and that because of the unusual nature of

his work and duties, this Agreement in this Appendix form is hereby agreed to be necessary.

(e) Definition

A part-time employee is an employee who works less than 32 hours per week. If a person who is classed as a part-time employee works thirty-two (32) hours or more a week for more than thirteen (13) weeks in succession, he shall be deemed a full-time employee, except for a declared emergency or special event in which case the part-time employee could work up to 40 hours per week for six months.

(f) Seniority

A part-time employee shall not accumulate seniority and shall take as his seniority date the date of his being hired as a full-time employee or at the date of the first day of work of the first week of the thirteen (13) weeks set forth in paragraph (f) hereof.

APPENDIX CCOMMAND AND LINE OFFICERSA. Definitions1. COMMAND OFFICERS

Command Officers shall be persons above the rank of Corporal appointed by the Saline City Council for the purpose of carrying out the provisions of Section 4 of this Agreement. No command officer shall be a member of the Saline Police Officer's Association. Command Officers may perform line duties when deemed necessary by the City.

2. LINE OFFICERS

Line Officers shall be persons who are promoted to such position in accordance with the provisions of Section 44 of this Agreement and shall be designated Corporal. All Line Officers shall be members of the Saline Police Officer's Association.

B. Filling of Positions

It is agreed that the City may appoint such command officers as are reasonable necessary. If a command officer is chosen from the membership of the Saline Police Officer's Association and the

City should subsequently decide that he is not suitable for such position, he shall have the right to return forthwith to his former status as a member of the Saline Police Officer's Association at his former rank and seniority.

APPENDIX DSeniority

James Symons	09-07-67		
Herbert Payne	11-03-69		
Douglas Mull	01-06-75	Patrolman	06-12-77
Michael Connor	03-05-75		
Michael Slagle	09-26-77	Patrolman	12-15-80
Kevin Murphy	12-23-85		
Bridget Seames	01-22-86		
Laurie Maxwell	11-07-86		
John Heller	06-13-83		
Kevin Cornell	12-01-87		
Christopher Slay	12-13-88		

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