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ORIGINAL FOR EXECUTION
14 SEPTEMBER 1992

AGREEMENT

BETWEEN

BAD AXE POLICE OFFICERS ASSOCIATION

AND

CITY OF BAD AXE

TERMINATING MARCH 31, 1996

Bad Axe, City of

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AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF BAD AXE, a Michigan Municipal Corporation, hereinafter referred to as the "City", and BAD AXE POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Union". This Agreement shall be effective upon execution by the parties unless otherwise provided hereunder.

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the City and the Employees.

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

To these ends, the City and the Employees encourage, to the fullest degree, friendly and cooperative relations between the respective parties.

ARTICLE 1

RECOGNITION

SECTION 1.0 EMPLOYEE BARGAINING UNIT

The City hereby agrees to recognize as the Employee Bargaining Unit, the following employees:

All full-time police officers employed by the City of Bad Axe, but excluding all part-time and temporary employees, the Chief of Police, all supervisors, all clerical/records employees within or outside of the department regardless of certification, and all other City employees.

SECTION 1.1 DEFINITIONS

- (A) Full-Time Employee. A full-time employee is an employee who is working the official workweek on a regular schedule.
- (B) Part-Time Employee. A part-time employee is an employee who is working on any other basis other than the above definition of full-time employee.

SECTION 1.2 NEW CLASSIFICATIONS

The City reserves the right to establish new classifications and rate structures for same. Under such circumstances, the City shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the City in writing, within five (5) days after receipt of notice from the City. The City or its designated representatives shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, each party may exercise whatever legal rights they have under PERA.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 2.0 MANAGEMENT RIGHTS

It is understood and hereby agreed that the City reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions, and authority of management to manage the City's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the City include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer or lay off, assign, and retain Employees in positions within the City consistent with the Employees' ability to perform the assigned work and further, to suspend, demote, discharge non-probationary Employees for just cause, or take other such disciplinary action which is necessary to maintain the efficient administration of the City. It is also agreed that the City has the right to determine the method, means, and personnel, employees or otherwise, by which the business of the City shall be conducted; to determine the nature and number of facilities, departments, and their locations; to establish classifications of work and the number of personnel required; to study and use improved methods and equipment and outside assistance if necessary; to establish and change work schedules; to reduce or increase the size of the working force; and to take whatever other action is necessary to carry out the duty and obligation of the City to the taxpayers thereof. The City shall also have the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement, and said rules and regulations shall be reasonable. The rights retained by the City pursuant to this Section shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

SECTION 3.0 DEFINITION OF GRIEVANCE

The term "grievance" as used in this Agreement is defined as an allegation of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the Employee should reasonably have been known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

SECTION 3.1 GRIEVANCE PROCEDURE

Grievances shall be processed as provided for under this contract.

Step 1 The Employee shall present the grievance in writing to the Chief of Police or his/her designated representative within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the Employee should reasonably have known of the occurrence as required in Section 3.0. The grievance shall be signed by the aggrieved Employee. The Chief of Police or his/her representative shall have five (5) calendar days to give his/her written answer. The Chief of Police or his/her representative does not have the authority to provide to any Employee economic benefits which exceed those provided under this contract. The decision of the Chief of Police or his/her representative shall not act as precedent.

Step 2 If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the City Manager within ten (10) days after the receipt of the Chief's Step 1 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Employee and the City Manager. Either party may have Employee or non-Employee representatives present if desired. The City Manager shall give his/her written disposition to the Employee within ten (10) days of the Step 2 meeting.

SECTION 3.2 TIME LIMITATIONS

The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Employee fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

SECTION 3.3 TIME COMPUTATION

Saturdays, Sundays, and Holidays recognized by this Agreement shall not be counted under time procedures established in the Grievance Procedure.

SECTION 3.4 GRIEVANCE FORM

The grievance form has been mutually agreed upon by the City and the Employees, a copy is attached hereto labeled Attachment A.

SECTION 3.5 GRIEVANCE RESOLUTION

All grievances which are satisfactorily resolved at the first (1) or second (2) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the City Council at its next regularly scheduled monthly meeting before they are binding on the City.

ARTICLE 4

ARBITRATION

SECTION 4.0 ARBITRATION REQUEST

The following shall be effective upon ratification by the parties, and shall not be retroactive. The Union may request arbitration of any unresolved grievance by giving written notice to the City Manager of its intent to arbitrate within ten (10) days following receipt of the City's disposition in Step 2 of the Grievance Procedure or upon the City's failure to schedule a Step 2 meeting within the prescribed period of time. The time limits for a request for arbitration may be extended by mutual written agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

SECTION 4.1 SELECTION OF ARBITRATOR

If a timely request for arbitration is filed by the Union, the parties to this Agreement shall attempt to select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Michigan Employment Relations Commission Panel of Arbitrators. The Union shall proceed first in striking a name. The remaining name shall serve as the arbitrator. The panel of arbitrators shall include only arbitrators who reside within the State of Michigan. The fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

SECTION 4.2 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, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the City, the Union and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his/her jurisdiction as provided in this Agreement.

SECTION 4.3 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an Employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the Employee elects to utilize the statutory or administrative remedy, the Union and the affected Employee shall not process the complaint through any grievance procedure provided for in this contract. If an Employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 5

DISCIPLINE

SECTION 5.0 JUST CAUSE

After completion of the probationary period, no Employee shall be discharged, suspended or disciplined without just cause.

SECTION 5.1 PERSONNEL FILE

The Employee shall have the right to review his/her personnel file at any reasonable time. The Employee shall be furnished a copy of any new disciplinary entry, or any written complaint filed against an officer by a citizen.

SECTION 5.2 RULES

The City reserves the right to establish, from time to time, reasonable rules and regulations governing the conduct of its Employees and to fix and determine penalties for violations of such rules. The Chief of Police shall cause such rules, including any deletions or amendments, to be published in a Departmental Manual. Employees covered by this Agreement shall receive a copy of the manual, including any deletions or amendments.

SECTION 5.3 WORK RECORD

An Employee who maintains a satisfactory record for a period of twenty-four (24) months shall have all prior disciplinary matters removed from his record for purposes of subsequent disciplinary action excepting, however, a disciplinary suspension of three (3) or more days which can subsequently be used.

ARTICLE 6

SPECIAL CONFERENCES

SECTION 6.0 SPECIAL CONFERENCES

In order to maintain orderly labor management relations, the City and the Employee agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting.

(SECTION 6.0 SPECIAL CONFERENCES, CONTINUED)

Discussion shall be limited to matters set forth on the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way to modify, add to, or detract from the provisions of this Agreement. Special conference shall be held within ten (10) calendar days of the written request and shall be held at a time and place which is mutually agreeable to the parties.

ARTICLE 7

STRIKES AND ILLEGAL ACTIVITIES

SECTION 7.0 NO STRIKE PLEDGE

Neither the Union, its agents, nor its members, or any Employee in the bargaining unit will authorize, instigate, aid, condone, call for or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way, including but not limited to refusal to work and/or concerted absenteeism from work. Individual Employees or groups of Employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

SECTION 7.1 PENALTY

The City shall have the right to discipline or discharge an Employee for violating the provisions of Section 7.0. It is understood that the Employee shall have recourse to the Arbitration Procedure with respect to such discipline or discharge, limited to the issue of whether or not the Employee did violate the provisions of Section 7.0.

SECTION 7.2 NO LOCKOUT

During the life of this Agreement, the City, in consideration for the promise of the Employees to refrain from the conduct prohibited by Section 7.0., agrees to not lock out any Employees covered by this Agreement.

ARTICLE 8

SENIORITY

SECTION 8.0 SENIORITY DEFINITION

Seniority shall be defined as the length of the Employee's continuous service with the Bad Axe Police Department commencing with his/her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

SECTION 8.1 PROBATIONARY PERIOD

All Employees shall be considered probationary Employees until the Employee has completed twelve (12) months of work. The twelve (12) month probationary period applies to persons hired after April 20, 1990. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary Employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the Employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an Employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

SECTION 8.2 LOSS OF SENIORITY

An Employee's seniority and employment with the City in the Police Department shall terminate for the following reasons:

- (A) He/she resigns or quits.
- (B) He/she retires.
- (C) He/she is discharged or terminated.
- (D) He/she has been on layoff for a period of time equal to his/her seniority or eighteen (18) months, whichever is less.
- (E) He/she is absent from work for three (3) consecutive working days without notifying the Chief, unless otherwise excused.
- (F) He/she fails to return from a leave of absence, vacation or layoff or disciplinary layoff at the designated time, unless otherwise excused.

(SECTION 8.2 LOSS OF SENIORITY, CONTINUED)

- (G) He/she is convicted or pleads guilty to a felony, misdemeanor punishable by over ninety (90) days imprisonment, or a traffic offense involving, OUIL, Impaired or Reckless Driving.
- (H) He/she is declared mentally incompetent by a Probate Court.
- (I) A settlement has been made with the Employee for total disability.
- (J) He/she falsifies or misrepresents information on his/her application for employment.

SECTION 8.3 SENIORITY AND BENEFIT ACCUMULATION

An Employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections of this Agreement. Benefits such as insurance, vacation and sick leave shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

ARTICLE 9

LAYOFF AND RECALL

SECTION 9.0 LAYOFF

In the event that a reduction in the work force is made by the City Council, layoffs shall be accomplished in the following manner, provided however, that the remaining senior Employees have the necessary training, ability and experience to perform the required work:

- (A) All probationary Employees, then
- (B) All part-time Employees commencing first with those part-time Employees who regularly work the lesser amount of hours and progressing thereafter to those part-time Employees who regularly work the greatest amount of hours, then
- (C) All full-time Employees in reverse order of seniority.

Employees shall be given ten (10) calendar days notice of layoff.

SECTION 9.1 RECALL

In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work.

SECTION 9.2 NOTIFICATION OF RECALL

Notification of recall from layoff shall be sent to Employees by certified mail, return receipt requested, ten (10) calendar days prior to the recall date. The notice shall set forth the date the recalled Employee is expected to return to work. Employees who decline recall, or who fail to show up to work at the time set for return to work, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists. Employees shall be responsible to provide their last known address to the Employer. Failure to do so shall forfeit the Employees' right to recall.

ARTICLE 10

LEAVES OF ABSENCE

SECTION 10.0 PAID SICK LEAVE

Full-time Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (A) Upon completion of ninety (90) days employment, each full-time Employee will accumulate sick leave at a rate of one (1) working day for each full month of employment, exclusive of leaves of absence. Unused sick leave credits may accumulate up to a total of one hundred twenty (120) working days. Any unused sick days beyond the 120 day (960 hour) maximum accumulation shall be compensated at 50%, not to exceed six (6) days annually. Payment shall occur on the anniversary date of the contract.
- (B) One (1) day of sick leave credit shall equal eight (8) hours at the Employee's regular hourly rate of pay when he/she takes his/her sick leave.
- (C) The Chief may require a medical certificate setting forth the reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an Employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for absence, shall constitute just cause for discharge.

(SECTION 10.0 (C) PAID SICK LEAVE, CONTINUED)

In the event that the Employer believes that an employee is abusing sick time and the Employer requires the employee to obtain a medical certificate from a doctor verifying the illness and the cost is not covered by the employee's health insurance, the employee shall pay the cost if the doctor's certificate indicates that the employee was capable of working. The Employer shall pay the cost of the medical examination if the doctor states that the employee was not capable of working if not covered by the employee's health insurance. The Employer shall select the doctor.

- (D) Sick leave is a benefit for Employees to be used in cases of illness. It is not a benefit to be converted to wages. Employees whose employment status is severed forfeit all accrued sick leave benefits.
- (E) Employees must notify the Chief of Police or his/her designee at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known.
- (F) Sick leave may be utilized by an Employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the Employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.
- (G) Sick leave shall not be allowed in advance of being earned. If an Employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- (H) The Chief of Police may require that an Employee present medical certification of his/her physical or mental fitness to continue working from a doctor selected by the Employer, at the Employer's expense, if not covered by the Employee's insurance. If the Employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing and at his/her own expense.

(SECTION 10.0 (H) PAID SICK LEAVE, CONTINUED)

If the dispute still exists, at the request of the Employer or Employee, the designated physician of the Employer and the Employee's doctor shall agree upon a third doctor to submit a report to the Employer and the Employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and the Employee if not covered by the Employee's insurance. On the basis of said examination, the Employer may take appropriate action.

SECTION 10.1 FUNERAL LEAVE

A full-time Employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the Employee's immediate family. An Employee who loses work from his/her regularly scheduled hours shall receive his/her regular rate for such lost time for funeral leave. "Immediate Family" shall mean the Employee's spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents and grandchildren.

SECTION 10.2 MILITARY RESERVE TRAINING

A full-time non-probationary Employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government base paid wage received for this service during this period. If such Government wage does not equal the Employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed five (5) working days in any one (1) calendar year. The Employee shall notify the Employer as soon as possible when called upon to report for training.

SECTION 10.3 PERSONAL LEAVE DAYS

Each full-time Employee in the bargaining unit may use up to two (2) personal leave days per contract year. Personal leave days use is subject and contingent upon the following conditions:

- (A) An Employee must provide a minimum of fifteen (15) calendar day prior written notice of intended use to the Chief or his/her designee, unless waived in writing by the Chief of Police.

(SECTION 10.3 PERSONAL LEAVE DAYS, CONTINUED)

- (B) Under no circumstances can personal leave be used if it results in overtime to the Employer. Therefore, such leave may only be used when it is not necessary to call another officer and the Chief or a Supervisory employee would normally be on duty. An employee's personal leave day will be cancelled if this is not complied with.
- (C) Personal leave days do not accumulate if not used.
- (D) Personal leave days used shall be charged against the employee's sick leave credit.

ARTICLE 11

HOLIDAYS

SECTION 11.0 RECOGNIZED HOLIDAYS

The following days shall be deemed recognized holidays under this Agreement:

New Years Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

SECTION 11.1 HOLIDAY ELIGIBILITY

Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (A) The Employee must work his/her hours on the Department's last regularly scheduled day before, and the first regularly scheduled day after, the holiday.
- (B) The Employee must not be on layoff, leave of absence, or disciplinary suspension.
- (C) An Employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

SECTION 11.2 HOLIDAY WORK

All full-time Employees working on a holiday recognized by this Agreement shall receive their straight time regular rate for all hours worked in addition to holiday pay. An Employee shall receive time and one-half (1 1/2) if working on New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving starting in 1990, Christmas Day, Christmas Eve Day, Good Friday, Easter Sunday, and New Years Eve.

SECTION 11.3 HOLIDAY PAY

In the first payroll period following January 1st of each year, each full-time Employee will receive pay for each of the previous years' recognized holidays for which he/she is eligible. Each full-day holiday shall equal eight (8) hours pay at the Employee's regular hourly rate at the time of the holiday, and each half-day holiday shall equal four (4) hours pay at the Employee's regular hourly rate at the time of the holiday.

SECTION 11.4 HOLIDAY PAY UPON SEPARATION

Upon separation from employment, an Employee shall be paid for all earned, but unpaid holidays.

SECTION 11.5 HOLIDAY/PASS DAYS

A full-time Employee shall receive an additional "pass day" if a holiday occurs during his/her normal "pass day."

ARTICLE 12

VACATIONS

SECTION 12.0 VACATIONS

All full-time Employees covered by this Agreement with the required seniority, shall be granted a vacation with pay in accordance with the following schedule:

1 year service	6 days
2-3 years service	10 days
4-10 years service	16 days
10 years +	20 days

SECTION 12.1 VACATION SCHEDULING

- (A) Eligible Employees may schedule time off for their vacations during the year upon proper notice as determined by the City's rules, provided that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the Department and the City's obligation to the public generally.

(SECTION 12.1 VACATION SCHEDULING, CONTINUED)

- (B) Vacation requests must be submitted no later than forty-five (45) days, unless otherwise agreed to in writing by the parties hereto, prior to taking vacation leave. Vacation leaves of less than one (1) week shall not be allowed unless specifically authorized by the Chief.
- In case of conflict between Employees who have properly submitted their application for vacation leave, the Employee with the greatest seniority shall be given preference. Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The Employee's anniversary year is measured from the Employee's anniversary date (i.e. date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an Employee on his/her anniversary date. A vacation may not be postponed from one year to another and made cumulative.
- (C) Vacation leave with pay may not be taken until earned, however, the Council may grant an exception to this requirement when it believes it is warranted by special circumstances.
- (D) Vacation leave with pay will be paid at the Employee's regular base straight-time pay.

SECTION 12.2 VACATION PAY ADVANCE

Upon two (2) weeks notice, an Employee may receive his/her vacation pay on the payroll period immediately preceding his/her vacation.

SECTION 12.3 VACATION PAY UPON SEPARATION

Upon death, layoff, termination or retirement, an Employee or his/her beneficiaries will be paid for all earned, but unused, vacation days. An Employee who voluntarily resigns must give the Chief at least fourteen (14) days advanced notice of the resignation to be eligible to receive vacation pay.

ARTICLE 13

RATES OF COMPENSATION

SECTION 13.0 WAGES

The following wage rates for all full-time patrol officers will be effective on the first (1st) payroll period beginning on or after the dates indicated. Retroactive pay increases to April 1, 1992 shall only be provided to employees who are employed on the date of ratification by the Employer:

April 1, 1992

Start	\$10.90 per hour
After 6 months	11.63 per hour
After 1 year	12.38 per hour
After 2 years	13.27 per hour

April 1, 1993

Start	\$11.27 per hour
After 6 months	12.02 per hour
After 1 year	12.80 per hour
After 2 years	13.72 per hour

April 1, 1994

Start	\$11.72 per hour
After 6 months	12.50 per hour
After 1 year	13.31 per hour
After 2 years	14.27 per hour

April 1, 1995

Start	\$12.25 per hour
After 6 months	13.07 per hour
After 1 year	13.92 per hour
After 2 years	14.92 per hour

ARTICLE 14

HOURS OF WORK

SECTION 14.0 TOUR OF DUTY

An Employee's normal tour of duty shall consist of 160 hours of work in a period of twenty-eight (28) consecutive days. If the City establishes a tour of duty of less than twenty-eight (28) days, the number of hours within such tour of duty shall bear the same ratio to the number of consecutive days within the work period as 160 hours bears to twenty-eight (28) days.

SECTION 14.1 SCHEDULING AND ROTATION

- (A) There will be one thirty (30) minute lunch break allowed per shift and two (2) 15-minute breaks allowed per shift.
- (B) The City shall have the right to freely determine, establish and modify scheduling and manpower requirements, including, but not limited to, number of shifts, lunch break procedure, starting and quitting time for each shift, and manpower requirements for each shift, except as expressly limited by this section.
- (C) "Pass Days" shall not be "split" except where, in the judgment of the Chief, pass days must be split to maintain police coverage at an acceptable level at certain times, and insofar as is reasonably practical a special conference is called in advance to discuss possible alternatives.
- (D) The schedule for each twenty-eight (28) day rotation shall be posted fourteen (14) days prior to the start of that rotation.

SECTION 14.2 OVERTIME

All Employees shall be required to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Chief.

SECTION 14.3 OVERTIME PAY

- (A) Time and one-half (1 1/2) the Employee's regular hourly rate shall be paid for work performed under the following conditions:
 - (1) All hours of work in excess of eight (8) hours in any work day.
 - (2) All hours of work in excess of one hundred sixty (160) hours in each twenty-eight (28) day work period.
 - (3) All hours of work on an Employee's scheduled pass day, unless otherwise agreed to by the parties hereto.
- (B) All overtime shall be paid not later than the pay period following the period in which the Employee is eligible to receive it.

(SECTION 14.3 OVERTIME PAY, CONTINUED)

- (C) An Officer may take compensatory time in lieu of payment for overtime worked with a maximum accumulation of twenty-four (24) hours at any one time. The time off shall be scheduled by the Chief.
- (D) Notwithstanding any contrary provision, officers required to attend school, or training sessions, or classes shall be paid at straight time rates only. Example: Employee works eight (8) hours on a day and attends two (2) hours of training the same day, that employee will be paid ten (10) hours at straight time.

SECTION 14.4 CALL-IN TIME

Full-time Employees called to work at times other than their regular shift shall receive a minimum of three (3) hours pay at their regular straight time rate, providing the call-in time does not overlap the Employee's regular shift. The Employer may require such employees to work the entire three (3) hours.

SECTION 14.5 STAND-BY TIME

Full time Employees called into duty while on standby time shall receive a minimum of three (3) hours pay at their regular straight time rate, providing the time when they are called in does not overlap with their regular shift. The Employer may require such employees to work the entire three (3) hours.

SECTION 14.6 COURT TIME

All off duty court appearances required to be attended by an Employee as a result of his/her employment with the City shall be compensated at a minimum of three (3) hours at time and one half (1 1/2) the Employee's regular rate of pay. Court time shall not count as hours "actually worked" for the purposes of overtime premium pay. If Employees receive subpoena fees, such fees will be turned into the City Treasurer and will be the property of the City. If an Employee is attending court for more than three (3) hours, the additional time will be paid at time and one-half (1 1/2) also. The Employer may require an employee to work for the entire three (3) hours if excused from court prior to the three (3) hours.

ARTICLE 15

INSURANCE AND PENSION

SECTION 15.0 HOSPITALIZATION INSURANCE

The City will provide the existing health insurance for all full time Employees (POINT OF CLARIFICATION: The current policy coverage is provided through Municipal Benefit Services and is equivalent to Blue Cross/Blue Shield "Master Medical" Plan 2, with optical, dental and \$2.00 prescription riders). Notwithstanding any contrary provision, the City reserves the right to change carriers, provided that the same basic coverage remains. The Employer shall give thirty (30) calendar days prior notice to the Union before it changes insurance carriers. Mandatory second surgical opinion, outpatient surgeries and pre-admission testing programs may be added and required by the Employer at any time. Effective June 1, 1990, the Employer may change to a \$5.00 co-pay prescription. Premiums for health insurance shall be continued for up to one (1) year for Employees on Worker's Compensation leave.

During the term of this agreement, the City shall be obligated to pay 100% of the monthly premium(s) for health-related insurance, for the periods and up to those limits as noted below:

(a)	January 1, 1992 to December 31, 1992:	
	Family (3 or more) Coverage:	\$400.66/mo.
	Family (2) Coverage:	\$364.02/mo.
	Individual Coverage:	\$175.47/mo.
(b)	January 1, 1993 to December 31, 1993:	
	Family (3 or more) Coverage:	\$440.73/mo.
	Family (2) Coverage:	\$400.42/mo.
	Individual Coverage:	\$193.02/mo.
(c)	January 1, 1994 to December 31, 1994:	
	Family (3 or more) Coverage:	\$484.80/mo.
	Family (2) Coverage:	\$440.46/mo.
	Individual Coverage:	\$212.32/mo.
(d)	January 1, 1995 to December 31, 1995:	
	Family (3 or more) Coverage:	\$533.28/mo.
	Family (2) Coverage:	\$484.51/mo.
	Individual Coverage:	\$233.55/mo.
(e)	January 1, 1996 to contract expiration:	
	Family (3 or more) Coverage:	\$586.61/mo.
	Family (2) Coverage:	\$532.96/mo.
	Individual Coverage:	\$256.91/mo.

(SECTION 15.0 HOSPITALIZATION INSURANCE, CONTINUED)

Should health-related insurance premiums increase beyond the limits as noted above, the City and the employee shall each be responsible to pay an equal one-half (50%) of such additional increase, through payroll deduction or from other employer-paid compensation.

SECTION 15.1 LIFE INSURANCE

The City agrees to provide TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS group term life insurance for all full time Employees. Premiums for life insurance policy shall continue for up to one hundred twenty (120) days while an Employee is on Worker's Compensation leave.

SECTION 15.2 RETIREMENT

The City will maintain the present retirement benefit plan.

SECTION 15.3 DENTAL AND OPTICAL INSURANCE

The City will provide, starting April 1, 1982, dental and optical insurance for all full-time employees.

SECTION 15.4 HEALTH, DENTAL AND OPTICAL INSURANCE OPTION

For Employees who choose not to be covered by City-paid health/optical/dental insurance benefits, the City shall provide to the employee a payment not to exceed \$100.00 per month for those months the Employee is not enrolled (notwithstanding any contrary provision in this Agreement). Said payment shall be made on a monthly basis and shall not be subject to increasing the City's obligations for retirement system contribution or any other payroll-dependent fringe benefit.

ARTICLE 16

UNIFORMS, EQUIPMENT AND SAFETY

SECTION 16.0 SAFETY BREAKS

In the event an Employee is required by a supervisor to work under a condition or with equipment which the Employee regards as unsafe, the Employee shall have the right to protest; if ordered by the supervisor to perform the work involved, the Employee shall have the right to perform the work under protest and refer the matter to the special conference provided for in this Agreement for consideration and recommendation. If the reported complaint is not satisfactorily resolved, the Employee may exercise his/her right of direct recourse to the Grievance Procedure. Any grievance brought forth under this Section shall be initiated at Step 2 of the Grievance Procedure.

SECTION 16.1 UNIFORM MAINTENANCE ALLOWANCE

The City shall provide uniform cleaning and maintenance service. Bargaining Unit Employees shall be responsible for dropping off and picking up the uniforms at the place designated by the Police Chief.

SECTION 16.2 INITIAL ISSUE OF UNIFORMS AND EQUIPMENT

The City will furnish all uniforms. The new officers will receive the following issue of uniforms and replacement of such as becomes necessary. The City will retain ownership of all uniforms and equipment furnished.

Initial Issue:	3 shirts, summer	1 set collar brass
	3 shirts, winter	2 uniform badges
	3 pr. pants, summer	1 wallet badge
	3 pr. pants, winter	1 whistle & whistle chain
	1 hat, summer	1 service revolver w/18
	1 hat, winter	rounds of service ammunition
	1 jacket, summer	1 complete set of leather
	1 jacket, winter	1 protective vest

SECTION 16.3 SHOE ALLOWANCE

The City will reimburse each officer for the purchase of one (1) pair of work shoes each year when presented with a paid receipt. The reimbursement shall not exceed Seventy Five and No/100 (\$75.00) Dollars per year.

ARTICLE 17

PART-TIME EMPLOYEE WAGES AND BENEFITS

SECTION 17.0 PART-TIME WAGE RATE

Part-time Employees are not covered by this Agreement.

ARTICLE 18

MISCELLANEOUS

SECTION 18.0 DAMAGE TO PERSONAL PROPERTY

The City agrees to allow an Employee to present claims for personal property damaged in the line of duty to the City Council for its consideration and possible reimbursement for such damage to the Employee's personal property. The decision of the City shall be final and binding.

SECTION 18.1 EXISTING CONDITIONS

The City agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, unless said conditions are not provided for in this Agreement, in which case the City shall have ten (10) days after receipt of written notice from the Employee that it deems a condition to exist, in which case the City may unilaterally revoke or ratify said condition by written notice to the Employee of the same. Failure to respond by the City within the time allowed shall be considered as ratification of said condition. Notwithstanding the above, the written conditions of employment stated in this Agreement shall prevail.

SECTION 18.2 GENDER

The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

SECTION 18.3 OUTSIDE EMPLOYMENT

Employees who desire to engage in outside employment shall advise the Chief of Police in advance of the time they commence employment. No Employee shall work at other employment which will be a conflict of interest or impair his/her performance as a law enforcement officer. Employees shall not wear the Department uniform and/or badges unless they are working for or under the direction of the City. Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge.

SECTION 18.4 PRACTICE AMMUNITION

The City agrees to furnish practice ammunition to the Employees each year, whenever the Chief of Police deems such practice to be needed.

SECTION 18.5 WORKMEN'S COMPENSATION

The City shall provide worker's compensation for all Employees as required by law.

SECTION 18.6 LONGEVITY PAY

Employees shall receive, on the first pay day in December, longevity pay in accordance with the following schedule:

After 2 - 4 years	\$200.00
After 5 - 9 years	\$300.00
After 10 - 14 years	\$450.00
After 15 - 19 years	\$550.00
After 20 years +	\$650.00

For an employee who resigns, retires, or dies, if they are otherwise eligible for longevity prior to December, they shall receive a pro rata amount based upon completed months of service.

SECTION 18.7 SEPARABILITY

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 18.8 OFF THE JOB DISABILITY

The City shall pay full-time Employees who are disabled, beginning April 1, 1981, the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per week, for a maximum twenty-six (26) week benefit period, for off the job disability, after the employee has used up all of their accrued sick leave.

SECTION 18.9 TUITION

The City shall reimburse full-time Employees for any tuition spent by the Employee for any successfully completed course relating to employment. Courses and tuition must first be approved by the Chief of Police and City Manager.

SECTION 18.10 WAIVER CLAUSE

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights and claims which may be asserted in arbitration hereunder, or otherwise.

(SECTION 18.10 WAIVER CLAUSE, CONTINUED)

The provisions of the Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Employees, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 18.11 UNION DUES

1. Effective after execution of this Agreement by the parties, the Employer agrees to deduct Union dues from Employees paychecks to become effective the first payday of the month, following the Employee's successful completion of one (1) month of employment as outlined in this section. The Union dues shall be sent to the Union's designated officer.

Membership in the Union is not compulsory. All Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

2. The Employer agrees to deduct from the salary of each individual Employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

(A) The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

(B) All checkoff authorization forms shall be filed with the City Treasurer, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

(SECTION 18.11 UNION DUES, CONTINUED)

(C) The Employer is not responsible for refund to the Employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

(D) The Employer's remittance shall be deemed correct if the Union does not give written notice to the City Treasurer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

(E) The Union shall provide at least thirty (30) days written notice to the City Treasurer of the amount of Union dues and/or initiation fee to be deducted from the wages of Employees in accordance with this section. Any changes in the amounts determined will also be provided to the City Treasurer at least thirty (30) days prior to its implementation.

3. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an Employee's pay of Union dues and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

SECTION 18.12 BARGAINING COMMITTEE

(A) The Bargaining Committee will include not more than one (1) Union Employee. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

(B) Negotiations shall take place at mutually agreeable times. The Employee who is negotiating at times when he/she is regularly scheduled to work, shall be paid his/her straight time wages for the period of time spent in negotiations. Under no circumstances shall Employees be paid overtime or holiday pay for time spent in negotiations. The Employee shall return to his/her work station after negotiations have ended, provided there is time left in his/her normal schedule. The Employee shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of his/her normal schedule. The Employee must receive the approval of his/her supervisor if he/she wishes to meet with a Union representative before or after negotiations.

SECTION 18.13 RESIDENCE

All Employees hired after June 1, 1989 shall be required to live within the boundaries of the City of Bad Axe within twelve (12) months after becoming employed. Failure to do so shall automatically result in termination of employment unless waived by the City Council.

ARTICLE 19

DURATION

SECTION 19.0 TERMINATION

Section 1. This Agreement shall become effective upon execution, except as otherwise stated hereunder, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of March, 1996.

Section 2. Either party may request, in writing, to open negotiations to a successor agreement at least ninety (90) days prior to expiration date.

DATED:

CITY OF BAD AXE

9/20/92

Fred J. Kalis
Fred J. Kalis, Mayor

9-26-92

Christopher S. Olson
Christopher S. Olson, City Manager

BAD AXE POLICE OFFICERS ASSOCIATION

9/21/92

Jack R. Dobson
Jack Dobson, Business Agent

9/23/92

Gerry Rogers
Gerry Rogers, President