

2955

6/30/97

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF IMLAY CITY

and

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Imlay City

Effective July 1, 1994 through June 30, 1997

PREAMBLE

THIS AGREEMENT entered into on this ____ day of _____, 1995, between the City of Imlay City, Michigan, party of the first part, hereinafter referred to as the "City," and the Police Officers Association of Michigan, party of the second part, hereinafter referred to as the "Union."

WHEREAS, the parties recognize that the interest of the community and the employees depend upon the City's success in establishing a proper service to the public, and

WHEREAS, the parties hereto recognize that they had a common responsibility beyond their collective bargaining relationship and that the City has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
RECOGNITION

1.1: The City of Imlay City hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all regular full-time patrol officers in the police department, but excluding all police reserves or auxiliaries, all confidential employees, the chief of police, all supervisors and all other City employees.

1.2: Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.1.

1.3: The City agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1.1. The Union agrees not to make agreements with any other union for the purpose of coercing the Employer. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

1.4: Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the City.

1.5: Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the Commission or its designated representatives when so delegated by the Commission. The exercise of judgment and discretion by the Commission and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE II
MANAGEMENT RIGHTS CLAUSE

2.1: The City Commission on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right: (a) to determine the size of the work force and increase or decrease its size; (b) to hire new employees, to assign and lay off employees, to change the length of time of any workweek or workday; (c) to direct the work force, to assign the type and location of work assignments and to determine the number of employees assigned to operations; (d) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (e) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (f) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement; (g) to schedule the workdays and the hours of work. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

2.2: It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

ARTICLE III
REPRESENTATION

3.1: The City recognizes the right of its employees to elect one (1) job steward and one (1) alternate for the purpose of

handling contract grievances, who shall be regular employees of the City with at least one (1) year seniority. The alternate may exercise the rights of a steward set forth in this article only in the event the steward is absent from work.

3.2: If it is necessary to investigate contract grievances, the steward shall do so after his working hours. No union activity, excluding grievance processing, shall be carried on City premises during scheduled working times.

3.3: The City will not recognize any steward or alternate until his name and position have been certified in writing by the Union to the City.

3.4: The job steward and alternate have no authority to take strike action, or any other action interrupting the City's business. The City shall have the authority to impose proper discipline, including discharge, in the event the steward has taken strike action, or engaged in a slowdown or work stoppage in violation of this Agreement.

ARTICLE IV
AGENCY SHOP AND DUES CHECKOFF

4.1: Employees covered by this Agreement at the time this article becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement or to tender a service fee equivalent to the regular periodic union dues uniformly required for membership.

4.2: Employees covered by this Agreement who are not members of the Union at the time this article becomes effective and employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this article shall be required as a condition of continued employment to become members of the Union or to tender a service fee equivalent to the regular periodic union dues uniformly required for membership for the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this article or on or before the thirtieth (30th) day following the date on which they commenced employment within the bargaining unit, whichever date is later.

4.3: After the effective date of this article and thereafter during the life of this Agreement, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are union members, the regular, usual, periodic, and uniform union dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative the service fee set forth in Sections 4.1 and 4.2 of this article, provided, however,

that the Union shall first present to the City a certified check off list consisting of a statement of the amount of the dues and/or service fee certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified checkoff list or authorization.

4.4: Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Union within thirty (30) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local union.

4.5: An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

4.6: The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement. The City shall have no responsibility for the collection of initiation fees, fines, special assessments, or any other deduction not in accordance with this provision.

4.6: The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

4.7: This article is effective only to the extent the laws of the State of Michigan permit. In the event that this article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this article shall be found to violate law, the Union shall be responsible for any loss or damage including back pay, awarded by the court or other legal authority.

4.8: The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City pursuant to the provisions of this article.

ARTICLE V
DEPARTMENT RULES

5.1: The City may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the employees to follow.

ARTICLE VI
DISCIPLINE AND DISCHARGE

6.1: The City shall retain the sole right to establish, change, amend, and enforce rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules.

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

6.3: Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct established by the City; inefficiency or inability to perform assigned duties, excessive absenteeism, tardiness; failure to take a medical examination; dishonesty, or theft; insubordination; overt discourtesy to supervisors, visitors, or other City employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; intoxication; use of alcohol or illegal drugs on City premises or during working hours; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

6.4: In the event an employee is going to be suspended or discharged, the employee will be entitled to the presence of a Union representative, if the employee so requests. The employee may file a grievance at Step Two of the grievance procedure.

6.5: The Union and the City recognize the importance of the protection of information concerning the operation of the City. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned shall be regarded as breach of confidence, and as grounds for disciplinary action.

6.6: This section is not intended to prohibit a mandated exchange of information during the change of shifts where no possible conflict of interest is involved regarding either the officer, the City or any other person, persons or entity.

6.7: Disciplinary action, not involving the loss of paid work time or pay, will be removed from the employee's disciplinary file three (3) years after the date on which the discipline was administered.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: A grievance is defined as an alleged violation of a specific article and section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure.

7.2: Step One. Within five (5) working days of the time a grievance arises, an employee may present the grievance to his supervisor. Unless the Chief of Police determines otherwise, the meeting will occur during the last ten (10) minutes immediately before the end of the employee's work shift. The employee's steward may be in attendance if the employee so requests. The meeting at Step Three shall be scheduled by the City Manager or his designated representative during normal business hours of the City unless otherwise mutually agreed. The steward's participation in the grievance procedure is subject to the understanding that it will be limited to a reasonable amount of time and will not interfere with his normal duties. This privilege will not be abused by the steward.

7.3 Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to his supervisor for a written answer. The written grievance shall be filed within five (5) working days of the meeting in Step One. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

7.4 Step Three. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, submit a written request to the City Manager for a meeting between the representative of the Union and representatives of the City Manager in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written agreement of the City and the Union. The City Manager will submit his answer in writing within

fifteen (15) working days after holding the meeting on the grievance appeal.

7.5: All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that step, or if no time limit is specified, within two (2) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this article, the grievance will be considered automatically referred to the next step of the grievance procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

7.6: The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

7.7: Any grievance which arose prior to the effective date of this Agreement shall not be processed.

7.8: Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

7.9: Workdays for purposes of this article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

7.10: The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this article.

7.11: All necessary time lost by employees and/or the Union steward during the regular, straight time shift, because of

grievance processing in accordance with the grievance procedure and Article III - Representation, shall be paid for by the City at the employee's regular, straight time hourly rate. It is understood that this only applies to time lost during the normal, regularly scheduled straight time, and does not apply to grievance activity during non-work hours or after the regularly scheduled straight time shift.

7.12: If the grievance is not resolved at Step Three of the grievance procedure, and if it involves an alleged violation of a specific article and section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the City Manager or local union president as the case may be, fifteen (15) working days after receipt of the City Manager's answer in Step Three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the City Manager's answer shall be final and binding on the Union, the employee, or employees involved, and the City. Following receipt of the notice to arbitrate, the Union and the City will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the City may, within the next five (5) working days only, apply in writing to the American Arbitration Association for arbitration under its rules.

7.13: The jurisdiction of the Arbitrator shall be limited to the determination of grievances referred to him as prescribed herein which involve an alleged violation of a specific article and section of this Agreement. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

7.14: Powers of Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, change, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. His powers shall be limited to deciding whether the City has violated the express articles and sections of this Agreement and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City. It is further specifically understood that the Arbitrator shall have no power to set wage rates or to specify the terms of a new agreement or to substitute his discretion for that of any of the parties hereto.

7.15: At the time of the arbitration hearing, both the City and the Union shall have the right to call any employee as a witness and to examine and cross-examine the witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished to the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing is closed or the date the parties submit briefs, whichever date is later.

7.16: Each party shall pay its own costs of processing grievances through the grievance and arbitration procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

7.17: The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved and the City.

7.18: After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

ARTICLE VIII
NO-STRIKE CLAUSE

8.1: During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slowdown, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the City's buildings, offices or premises because of a labor dispute with this City.

8.2: The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or

interference with the operations of the City by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this article.

8.3: In the event of a violation of this article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ARTICLE IX
LENGTH OF SERVICE

9.1: Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the City in the police department from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

9.2: It is understood that employees are subject to a probationary period of twelve (12) months in a fifteen (15) month consecutive period of regular, full-time employment, during which time the City shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom.

9.3: When an employee finishes the probationary period by accumulating twelve (12) months of continuous, full-time employment, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

9.4: There shall be no seniority among probationary employees.

9.5: Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back pay by reason of the correction of an error on such original seniority list.

9.6: An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and not reinstated.

- C. Is laid off for a period of two (2) years or length his seniority, whichever is less.
- D. Fails to report for work within three (3) days following recall from layoff.
- E. Is absent without a reasonable excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days.
- F. Fails to return from a leave of absence, vacation, or sick leave at the designated time.
- G. Retires.

9.7: It shall be the responsibility of each employee to notify the City of any change of address, marital status, dependents, or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. Notice of recall will be by certified mail to the employee's last known address.

9.8: An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority. An employee may voluntarily return to the bargaining unit within fifteen (15) calendar days of the date on which the employee was transferred to a job outside the bargaining unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE X
LAYOFF AND RECALL

10.1: Employees shall be laid off according to the following procedure:

- A. Probationary employees within the affected classification within the department will be laid off first.
- B. Thereafter, seniority employees within the classification within the department will be laid off according to their seniority, providing the remaining employees in the classification and department can perform the available work.
- C. When a seniority employee is removed from the classification within the department as a result of

a layoff, he may be allowed to bump the least senior employee in the next lower paying classification within the department in accordance with his seniority, providing he can perform the available work and the remaining employees within the lower classification within the department can perform the available work.

D. In the event the layoff under Section B. occurs in the lowest-paying classification within a department, the provisions of Paragraph C. will not apply.

10.2: For purposes of this article, the term "department" means the police department. The term "seniority" means the employee's seniority as defined in Article 9.1 - Seniority.

10.3: Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the City to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee or pursuant to Article IX, Section 9.2, if applicable.

10.4: Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

10.5: It is understood and agreed that the City has the sole right to select the classification(s) in which the layoff will take place.

ARTICLE XI WORK SCHEDULES

11.1: The normal work schedule consists of one hundred and seventy-one (171) hours in a twenty-eight (28) consecutive calendar day work period commencing on a Friday and ending on a Saturday. The normal workday consists of eight (8) hours. The City shall continue to have the right to schedule the hours of work. This section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek.

11.2: All permanent full-time employees will be allowed a paid lunch break of up to a maximum of thirty (30) minutes during their regular workday. The lunch break shall be taken at a time designated by the City.

11.3: The City reserves the right to schedule the workweek and workday and the right to schedule the lunch break.

11.4: All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) consecutive calendar day work period or eight (8) hours in any one workday, except overtime on designated holidays shall be paid at two (2) times their regular straight time rate. Overtime of less than fifteen (15) minutes in any one day is not included in determining the total hours worked.

11.5: Any employee called in to work outside of his regularly scheduled shift shall be assured two (2) hours of work at the rate of time and one-half (1-1/2) the employee's regular straight time rate, provided that if the work time on the call-in assignment runs into the employee's regular working hours, the provisions of this section shall not apply and the employee will be paid only for actual time worked.

11.6: Should an employee be subpoenaed to appear as a witness in court for matters that have arisen from and as a direct result of his employment with the City, and in which the City is not defendant, at a time when he is not normally on duty, such time shall be considered work time, and he will be paid time and one-half (1-1/2) his straight time rate for that time actually spent in court, or two (2) hours whichever is greater provided prior written notification has been given to the Chief of the department. The employee must be off duty at the time he is required to be in court and any subpoena fees received will be turned into the City Treasurer.

11.7: The City reserves the right to require employees to work overtime.

11.8: Overtime will be permitted only when authorized by a supervisor.

11.9: Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, and after his lunch period.

11.10: It is agreed that the City may install and require employees to use time clocks.

11.11: Employees may periodically trade shifts if approved in advance by their supervisor, provided the City will not be liable for any overtime payment which is created by the shift trade.

11.12: The City agrees to attempt to maintain a twelve (12) hour spread between an employee's scheduled work shifts. In the event an officer is required to double back with less than a twelve (12) hour spread, the officer will be paid at time and one-half (1-1/2) his/her regular hourly rate for the first four (4) hours of such assignment. It is understood that this provision does not apply to

those hours worked under Article XI - Work Schedules, Section 11.6 or Article XXIV - General, Section 24.8. This provision shall also not apply in the event the double-back is caused by an employee's shift pick.

11.13: Except as provided in Article XXIV - General, Section 24.7, an employee will be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate for those assigned training hours and work hours over and above twelve (12) hours in a twenty-four (24) hour period.

11.14: Unit members except the School Liaison Officer and the Investigator (if one is designated by the Department), shall be assigned pursuant to the attached work schedule. [Note: schedule to begin on Thursday and end on Wednesday twenty-eight (28) days later.] Non-probationary officers shall be allowed to select a work-shift opening designated by the Department based upon Department seniority. The work schedule showing the available shifts will be posted during the first two weeks of November for the employee shift picks. The schedule will be implemented at the start of the twenty-eight (28) days cycle in January. The work schedule showing the available shifts will be posted during the first two weeks of May for the employee shifts picks. The schedule will be implemented at the start of the twenty-eight (28) day cycle in July. Unit members not picking shifts shall be assigned by the Department. Unit members on special assignment (e.g. drug unit) shall be exempt from this provision.

11.15: The provisions of this Article are subject to the understanding that in emergency situations (i.e. the absence of a current unit member for a period in excess of fourteen (14) calendar days), the Department shall have the right to reassign unit personnel to meet the needs of the operation.

ARTICLE XII ATTENDANCE

12.1: Employees are expected to report to work on time and to observe working hours that have been established.

12.2: In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work. Employees who are to be absent must notify their supervisor at least one (1) hour before their workday begins or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay. Absenteeism and tardiness are causes for disciplinary action.

12.3: Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

ARTICLE XIII
WAGES

13.1: The wages of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. The salary progression schedule set forth in Appendix A is based on length of service at each step in the classification. Increases will be awarded upon the completion of the specified length of service at each step of the classification.

13.2: The City will continue to have the right to advance employees to any point on the salary progression schedule at any time prior to the employee's completion of the specified length of service in the classification.

13.3: Wages will be paid every other Friday. The pay covers the period of the preceding two (2) weeks ended on the Wednesday prior to the Friday payday.

ARTICLE XIV
SHIFT PREMIUM

14.1: A premium of three percent (3%) of base salary shall be paid to all employees who work shifts with starting times scheduled between the hours of 12:00 noon and 6:00 a.m.

ARTICLE XV
VACATIONS

15.1: Vacation leave with pay is earned in the calendar year (January 1 through December 31, inclusive) prior to the calendar year (January 1 through December 31, inclusive) in which the vacation leave with pay is to be taken. Vacation earned in accordance with this article will be awarded an employee on the following January 1, or at the completion of the probationary period whichever is later.

15.2: An eligible employee will be credited with vacation leave with pay according to his seniority on January 1 in accordance with the following schedule:

- A. Employees who have completed their probationary period but have less than two (2) years of seniority on January 1, will be credited with four (4) hours of vacation for each month worked in the

previous calendar year, up to a maximum of forty-eight (48) hours - six (6) days.

- B. Employees with two (2) years, but less than five (5) year of seniority on January 1, will be credited with eight (8) hours of vacation for each month worked in the previous calendar year, up to a maximum of ninety-six (96) hours - twelve (12) days.
- C. Employees with five (5) years, but less than (10) years of seniority on January 1, will be credited with ten (10) hours of vacation for each month worked in the previous calendar year, up to a maximum of one hundred twenty (120) hours - fifteen (15) days.
- D. Employees with more than ten (10) years of seniority on January 1 will be credited with twelve (12) hours of vacation for each month worked in the previous calendar year, up to a maximum of one hundred forty-four (144) hours, or eighteen (18) days.
- E. An eligible employee must be paid for eighty percent (80%) of the scheduled work time within a given calendar month to earn vacation credit under the above scheduled.

15.3: The vacation year for all employees is from January 1st through December 31st, inclusive. All vacation leave with pay earned in the preceding year (January 1 through December 31, inclusive) must be taken in the vacation year, provided that each employee may receive a cash payment and/or carry over to the next vacation year fifty (50%) percent of the employee's earned vacation time (the carry-over may not exceed six [6] days).

15.4: Vacations will be scheduled by the City, considering both the wishes of the employees and the efficient operation of the department concerned. Employees are required to fill out a written application stating their first and second choices for their vacation period and submit the application at least ten (10) days prior to the requested vacation period to their department head. If more requests for a vacation on a particular date are received than can be granted, the first employee making application will be given preference. Should more than one (1) application be received at the same time for the same date, then seniority shall prevail. The City Manager or his designee may, when it is necessary for the efficient operation of the department, cancel and employee's scheduled vacation prior to the commencement of the vacation period, and request the employee to submit a request for a new vacation period. Notwithstanding the above, if an employee

complies with this section's requirements and designates his or her preference by March 31st of each calendar year, the City will grant or deny said requests on the basis of seniority within the bargaining unit. However, the City retains the right to cancel said vacations per the above provisions.

15.5: Vacation leave, with pay, will be paid at the employee's regular base straight time rate of pay.

15.6: If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his sick leave.

15.7: An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the City at least two (2) weeks advance notice of the resignation. An employee who resigns or is terminated will have their earned vacation computed from January 1 of that year at a rate as set forth in Section 15.2, contingent on the seniority on the date when the resignation was submitted.

15.8: An employee must work his scheduled day prior to, and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The City Manager, may, in his sole discretion, make an exception to this requirement in exceptional cases.

ARTICLE XVI
HOLIDAYS

16.1: Permanent full-time employees shall be granted paid leave time at their regular straight-time rate for their normal daily hours for the following holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial	Day after Thanksgiving Day
Independence Day	Christmas Eve Day
Christmas Day	

Effective July 1, 1995, an additional one (1) holiday designated as a "floating holiday" shall be added to the existing list of holidays shown above.

16.2: In lieu of the actual holidays off, the holidays set forth in Section 16.1, will be taken throughout the course of the year at the option of the employee and upon written approval of the Chief.

16.3: Employees scheduled to work on any of the designated holidays in Section 16.1 shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked in addition to time off granted in Section 16.2 of this article.

ARTICLE XVII
SICK LEAVE

17.1: Full-time regular employees will earn one (1) workday of sick leave for each completed full calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

17.2: Sick leave shall not be taken by an employee at his discretion, but shall only be available for use by full-time employees with an illness or injury over which the employee has no reasonable control. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

17.3: In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor prior to one-half (1/2) hour after the time set for beginning his daily duties or present an excuse acceptable to the City. Sick leave shall be taken in increments of at least four (4) hours, unless otherwise authorized by the City.

17.4: The City may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of absence whenever sick leave is taken. Falsification of such evidence will be cause for discipline.

17.5: No sick leave may be taken until earned; however, the City Manager may grant an exception to this requirement when he believes it is warranted by the circumstances.

17.6: Employees on leave of absence without pay shall not accumulate sick leave while on such leave.

17.7: The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence which requires his absence from work. This provision is subject to the grievance procedure.

17.8: Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

17.9: Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

17.10: Employees shall be allowed to use up to three (3) days of their twelve (12) sick days per year as personal days if approved by their department head.

17.11: Sick days shall be accumulated to a maximum total of one hundred (100) days.

17.12: An employee who retires under the City retirement system or resigns and gives a two week notice will be paid one-half (1/2) of all earned sick leave accumulated.

ARTICLE XVIII
INSURANCE BENEFITS

18.1: The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Blue Cross/Blue Shield MVF 1, D45NM, FC, SD, SOT, \$2.00 prescription rider and Master Medical Option IV insurance currently in force for permanent full-time seniority employees who are not otherwise covered by another medical hospital plan.

18.2: The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish life insurance in the amount of \$10,000 for permanent full-time seniority employees.

18.3: An eligible full-time employee shall become insured as soon as permissible after completion of his first three (3) months of full-time employment under the insurance plan set forth in Section 18.1 and 18.2 of this article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service. In order to avoid duplicate coverage, employees may be required to sign a disclaimer on a form provided by the City.

18.4: The City agrees for the duration of the Agreement that it will pay the premiums to furnish Blue Cross/Blue Shield comprehensive preferred plan CR RC 25 50 MBL \$1,000 (carrier to pay 100% Class I, 75% Class II, 50% Class III with annual maximum per person \$1,000) Dental Insurance for full-time seniority employees who are not otherwise covered by another dental program.

Effective January 1, 1989 the City will provide optical insurance for all full-time employees.

18.5: The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or

retires or the day he goes on leave of absence or is laid off except if the City agrees to continue the current Blue Cross/Blue Shield coverage and pay all the premiums for any employee on short term duty-related disability for a period not to exceed six (6) months from the date the employee went off on short term duty-related disability. Once the six month period has elapsed, the employee may elect at his own expense to continue the health coverage. Should the employee elect to do so, he may participate for a period of six (6) months expense at the same group rates paid by the City, upon approval of the insurance carrier.

18.6: Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to become self-insured. The City shall continue to have the right to select the carrier and change carriers in regard to the insurance plans set forth in Section 18.2 of this article.

ARTICLE XIX
HEALTH AND SAFETY

19.1: Each employee involved in any accident involving bodily injury or property damage in the course of his work whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the City. All injuries sustained by any employee in the course of his work will, when the City so designates, be subject to treatment by or under the supervision of a City-appointed physician.

19.2: Each employee shall carefully follow all safety regulations of the City and shall use all safety equipment provided by the City. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the City's safety rules shall subject the employee to disciplinary action by the City.

ARTICLE XX
LEAVES OF ABSENCE

20.1: The City Manager, in his sole discretion, may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. A written request for

such leave must be submitted to the City Manager or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City Manager. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence. Any employee who obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

20.2: An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

20.3: A seniority employee who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to three (3) months or the length of the employee's seniority, whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article 17.4, certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this article.

20.4: All leaves shall be in writing signed by the City Manager and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

20.5: No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this article, regardless of whether the leave was requested by the employee or whether the leave was required by the City pursuant to Article 17.7 - Sick Leave.

ARTICLE XXI
FUNERAL LEAVE

21.1: Any seniority, regular full-time employee who, while actively working, shall suffer death in his immediate family, shall be granted a leave of absence with eight (8) hours of basic straight time pay for up to three (3) regularly scheduled consecutive workdays, one (1) day of which shall be the day of the funeral. The City Manager may, in his sole discretion, make an exception to these requirements. Immediate family is defined as any of the following relatives of eligible employees: mother, father, sister, brother, child, spouse, sister-in-law, brother-in-law, grandchildren, grandmother, grandfather, mother-in-law, father-in-law, or any relative residing in the same household as the employee at the time of death. Employees may be granted time off, up to four (4) hours, at the discretion of the City Manager in the event of the death of other relatives, a City employee or when an employee serves as a pallbearer in a funeral.

21.2: The City may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral.

ARTICLE XXII
RETIREMENT

22.1: The City will, for the duration of this Agreement, maintain its membership in the Michigan Municipal Retirement System C-2 Plan (with a B-1 Base), contribution Plan IV, Program, (which provides for retirement with 47F waiver at age 55 with 25 years of service without reduction in benefits) as currently in force. Rules concerning eligibility, contributions, coverage and benefits under the program and all other rules concerning the maintenance and operation of the program will be as are established from time to time under the program, and shall not be subject to the grievance procedure.

ARTICLE XXIII
OUTSIDE ACTIVITY

23.1: No employee may directly or indirectly maintain or engage in any outside business, financial interest, or employment activity which conflicts with the interests of the City or which interferes with his ability to discharge his City duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge. This provision shall be subject to the grievance procedure.

ARTICLE XXIV
GENERAL

24.1: The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

24.2: The City will not be responsible for the loss or theft of an employee's personal property which is brought to work except as stated in Section 24.6 of this article.

24.3: The City will, for the duration of this Agreement, continue its present practice in regard to the cleaning of uniforms.

24.4: It is understood by the parties that the Police Chief and the reserves shall continue to perform bargaining unit work in accordance with past practices.

24.5: Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

24.6: The City of Imlay City agrees to repair or replace damaged, destroyed or lost personal property, as specified below, of all police officers, provided such damage, destruction, or loss of property was incurred in the line of duty. The City's liability is limited to the following specified items and to the extent of the dollar amounts shown:

<u>ITEM</u>	<u>DOLLAR LIMIT</u>
Eye Glasses, excluding contact lens*	\$ 150.00
Flashlights	50.00
Watches	50.00
Repair to Service Revolver	300.00

*May be offset by optical insurance plan under certain circumstances.

The burden of proof of such damage, destruction, or loss of personal property will be borne by the individual police officer and will be dully reported on the Shift Report. Request for reimbursement of damaged, destroyed, or lost items will be submitted in writing to the Chief of Police within one (1) working day after the occurrence.

24.7: It is understood that in the event that the City sends patrol officers out of town for training, the officer will receive eight (8) hours pay at his straight-time rate for each day on which he otherwise would have been scheduled to work. The City will not be liable for any overtime payments for such days.

24.8: The Union agrees that the City shall be entitled to up to 26 hours per year per man for training and/or meetings without pay or compensation. Scheduling of the times and programs shall be the right of the City. This section shall include time spent on shooting programs.

ARTICLE XXV
SEPARABILITY AND SAVING CLAUSE

25.1: If any article or section of this Agreement, or any appendix thereto, shall 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 shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section or persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The parties shall enter immediate negotiations to arrive at a mutually agreeable replacement for the provision upheld invalid.

ARTICLE XXVI
SCOPE OF AGREEMENT

26.1: 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 by this Agreement and 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 within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.


ARTICLE XXVII
DURATION OF AGREEMENT

27.1: The provisions of this Agreement shall be effective July 1, 1994 and shall continue and remain in full force and effect to and including June 30, 1997 and thereafter for successive periods of one (1) year unless either party shall at least ninety (90) days prior to June 30, 1997 serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate or change this Agreement.

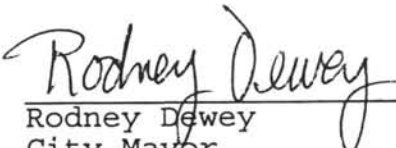
27.2: IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


CITY OF IMLAY CITY




William Birdseye
Business Agent



Rodney Dewey
City Mayor




James Tignanelli
Business Agent



James Creech
City Manager

IMLAY CITY POLICE OFFICERS
ASSOCIATION



Roger Czap
President

APPENDIX A

EFFECTIVE JULY 1, 1994

	<u>NON- CERTIFIED START</u>	<u>CERTIFIED START</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>AFTER 2 YEARS OF SERVICE</u>	<u>AFTER 3 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS OF SERVICE</u>
Patrol Officer	\$24,190.40 \$11.63/hr.	\$26,416.00 \$12.70/hr.	\$27,747.20 \$13.34/hr.	\$28,683.20 \$13.79/hr.	\$29,515.20 \$14.19/hr.	\$30,409.60 \$14.62/hr.
Patrol Officer/ EMT (MI Dept. of Public Health Licensed)		\$26,665.60 \$12.82/hr.	\$28,808.00 \$13.85/hr.	\$29,785.60 \$14.32/hr.	\$30,617.60 \$14.72/hr.	\$31,574.40 \$15.18/hr.
Patrol Officer I Over five years						\$30,825.60 \$14.82/hr.
Patrol Officer I EMT (MI Dept. of Public Health Licensed)						\$32,011.20 \$15.39/hr.
Patrol Officer II Over ten years						\$31,283.20 \$15.04/hr.
Patrol Officer II EMT (MI Dept. of Public Health Licensed)						\$32,510.40 \$15.63/hr.

EFFECTIVE JULY 1, 1995

	<u>NON- CERTIFIED START</u>	<u>CERTIFIED START</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>AFTER 2 YEARS OF SERVICE</u>	<u>AFTER 3 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS OF SERVICE</u>
Patrol Officer	\$24,918.40 \$11.98/hr.	\$27,227.20 \$13.09/hr.	\$28,600.00 \$13.75/hr.	\$29,556.80 \$14.21/hr.	\$30,409.60 \$14.62/hr.	\$31,324.80 \$15.06/hr.
Patrol Officer/ EMT (MI Dept. of Public Health Licensed)		\$27,476.80 \$13.21/hr.	\$29,681.60 \$14.27/hr.	\$30,680.00 \$14.75/hr.	\$31,553.60 \$15.17/hr.	\$32,531.20 \$15.64/hr.
Patrol Officer I Over five years						\$31,761.60 \$15.27/hr.
Patrol Officer I EMT (MI Dept. of Public Health Licensed)						\$32,988.80 \$15.86/hr.
Patrol Officer II Over ten years						\$32,240.00 \$15.50/hr.
Patrol Officer II EMT (MI Dept. of Public Health Licensed)						\$33,488.00 \$16.10/hr.

EFFECTIVE JULY 1, 1996


	<u>NON- CERTIFIED START</u>	<u>CERTIFIED START</u>	<u>AFTER 1 YEAR OF SERVICE</u>	<u>AFTER 2 YEARS OF SERVICE</u>	<u>AFTER 3 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS OF SERVICE</u>
Patrol Officer	\$25,667.20 \$12.34/hr.	\$28,059.20 \$13.49/hr.	\$29,473.60 \$14.17/hr.	\$30,451.20 \$14.64/hr.	\$31,324.80 \$15.06/hr.	\$32,281.60 \$15.52/hr.
Patrol Officer/ EMT (MI Dept. of Public Health Licensed)		\$26,665.60 \$12.82/hr.	\$28,808.00 \$13.85/hr.	\$29,785.60 \$14.32/hr.	\$30,617.60 \$14.72/hr.	\$33,508.80 \$16.11/hr.
Patrol Officer I Over five years						\$32,718.40 \$15.73/hr.
Patrol Officer I EMT (MI Dept. of Public Health Licensed)						\$33,987.20 \$16.34/hr.
Patrol Officer II Over ten years						\$33,217.60 \$15.97/hr.
Patrol Officer II EMT (MI Dept. of Public Health Licensed)						\$34,507.20 \$16.59/hr.

LETTER OF UNDERSTANDING

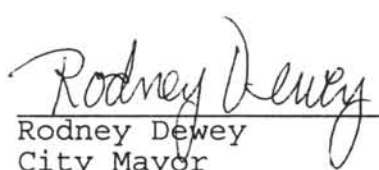
Upon agreement of both parties during the life of this Agreement, the Employer is permitted change dental insurance provided the new coverage is at least as good as the present coverage.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


CITY OF IMLAY CITY




William Birdseye
Business Agent



Rodney Dewey
City Mayor




James Tignanelli
Business Agent



James Creech
City Manager

IMLAY CITY POLICE OFFICERS
ASSOCIATION



Roger Czap
President