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12/31/97

AGREEMENT
BETWEEN
THE POLICE OFFICERS LABOR COUNCIL
AND
THE CITY OF LUDINGTON

EFFECTIVE JANUARY 1, 1996
THROUGH DECEMBER 31, 1997

Ludington, City of

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CONTRACT AGREEMENT

In a mutually desirable effort to promote the best interests of both the City of Ludington and the Police Department, this Agreement is entered into as of January 1, 1996, at the City of Ludington, State of Michigan, between the City and the Police Department and the Police Officers Labor Council. Hereafter the City of Ludington will be referred to as (1) the City, (2) the Management, and (3) the Employer, and will be specifically referred to as (1) Chief of Police or next ranking officer, (2) City Manager, (3) the appropriate committee of commissioners, and (4) the City Commission. The Police Officers Labor Council, will hereafter be referred to as Council. Members of the Ludington Police Department will hereinafter be referred to as employee or employees.

PREAMBLE

Pursuant to the provisions of Act 336 of the Michigan Public Acts of 1947, as amended, and known as the Hutchinson Act, the City of Ludington recognizes the full-time policemen of the City of Ludington have the statutory right to bargain collectively with the City of Ludington and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions, and other terms and conditions of employment.

Nothing contained herein shall be construed to limit the right of the City of Ludington to regulate, manage, and control the Police Department and the City except as modified by the terms of this contract and except as specifically directed by the said Act 336 of the Public Acts of the State of Michigan of 1947, reference to which has previously been made.

ARTICLE 1

Section 1: Recognition

A. The City recognizes the Council as the sole and exclusive collective bargaining agent for all of the full-time employees, including all persons employed with the Police Department working in a police capacity, except the Chief of Police, Department Head, Captain, Cadet, Auxiliary Officer, Part-Time Officer, and Seasonal Officer not working full-time, and will negotiate only with representatives thereof on the matters of rates of pay, hours, wages, seniority and other conditions of employment.

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

C. The rights of the City and the employees of the Police Department shall be respected, and the provisions of this Agreement shall be reserved for the orderly settlement of all questions.

Section 2: Employment Security.

A. The City agrees not to discriminate in any way against any employee in the Council. The City agrees to deduct from the salary of each individual Employee in the bargaining unit, who voluntarily becomes a member, the Council's dues, subject to all of the following subsections:

1. The Council shall obtain from each of its members completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
2. All checkoff authorization forms shall be filed with the City's Treasurer who may return any uncompleted or incorrectly completed forms to the Council's treasurer and no checkoff shall be made until such deficiency is corrected.

3. It shall be a continuing condition of employment that all employees covered under this Agreement, who do not become and remain members of the Council pay a service fee, the amount of which fee the Council shall certify to the City, employees who fail to comply with this requirement with sixty (60) days shall be discharged by the City.
4. The City shall checkoff only obligations which become due at the time of checkoff and will make the checkoff deductions only if the employee has enough pay due to cover such obligations and will not be responsible for refund to the employee if a duplication of checkoff has been made by direct payment to the Council.
5. The City's remittance shall be deemed correct if the Council does not give written notice to the City's Treasurer within two (2) calendar weeks after a remittance is sent of its belief, with reasons stated therefor, that the remittance is incorrect.
6. The Council will provide at least thirty (30) days written notice to the City Treasurer of the amount the Council dues and/or representation fee to be deducted from the wages of the City employees as in accordance with this Article. Any changes in the amounts to be deducted, as determined by the Council, will also be provided to the City Treasurer at least thirty (30) days prior to its implementation.
7. The Council agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues or service fees as provided herein.
8. The Council shall exclusively use the following checkoff authorization forms as herein provided.

CONTRACT AUTHORIZATION FORM

POLICE OFFICERS LABOR COUNCIL
LUDINGTON POLICE DEPARTMENT DIVISION

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Council dues or collective bargaining service fees as certified by the Council.

The amount deducted shall be paid to the Treasurer of the Council according to the Agreement between the City and the Council.

This authorization shall remain in effect unless terminated by me upon sixty (60) days written notice in advance upon my termination of employment with the City of Ludington.

Print: Last Name First Name Middle Initial

Date Deduction to Start:

Month Year

Signature

Address

City State Zip

ARTICLE 2

Section 1: Management Rights. The City of Ludington shall retain the right to issue t, through the Chief of Police, rules and regulations governing the conduct of the Police Department, subject to the provisions of this Agreement.

Section 2: Management Rights -- Rules and Regulations.

A. Pursuant to the Section entitled "Management Rights", the City has the right to establish reasonable rules and regulations governing the conduct of the Police Department and the employees as to the standards of performance of their duties. The Council may challenge the reasonableness of said rules and regulations by filing objections within five (5) days after rules and regulations have been established and the Council has received written notice thereof.

B. Following such objections, the City Manager, Police Chief, and Council Representatives shall meet in an attempt to resolve the objection.

C. If the objections have not been resolved in Step B., Council Representatives may meet with the City Commission Salary and Labor Relations Committee and the City Manager in an attempt to resolve the objections.

ARTICLE 3

Section 1: Seniority. Seniority of an employee shall be computed according to the continuous service in each rank from the date of original employment by the City at the start of said employee's training period; provided, however, that active service in the Armed Forces of the United States shall be considered as part of said employee's continuous service and any approved leave of absence for any college criminal justice programs, the condition and length of such leaves shall be approved by the City Commission.

Section 2: Loss of Seniority. An employee shall lose his seniority rights upon the occurrence of any of the following:

1. Voluntary resignation
2. Discharge not otherwise rescinded.
3. Unexcused absence from employment for three (3) consecutive workdays without reporting for work at the beginning of the fourth (4th) workday.

Section 3: Probation. All new full-time employees shall be considered to be on probation for a period of twelve (12) months from and after their date of hire. During said period, said employees may be discharged or disciplined by the Employer for any reason not otherwise prohibited by law and such action shall not be the basis for a grievance. The Council shall represent probationary employees for the purpose of collective bargaining in respect to their rates of pay, hours, wages, and other conditions of employment.

Section 4: Military Leave. Seniority rights and/or the right to reemployment of any employee who may now be or who may hereafter be a member of the Armed Forces of the United States shall be subject to the laws of the United States and/or the State of Michigan. the reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

Section 5: Leaves of Absence. The Employer may require medical substantiation from an employee's physician of any condition resulting in a leave of absence from work of five (5) days or more subject to the following:

A. Any employee anticipating a loss of work, resulting from illness or injury outside the scope of employment, extending beyond the accumulated sick days and vacation utilized for this purpose, shall request a leave of absence from the Employer. Such request shall be made prior to the expiration of accumulated sick leave and

vacation days or in the absence of accumulated sick leave or vacation days, the request for a leave of absence shall be made within three (3) working days of the commencement of said leave.

B. The Employer may require a physical examination relating to the specific illness or injury causing a leave of absence before an employee is allowed to return to work after any leave of absence of five (5) or more working days resulting from an illness or injury. Such examination shall be by a physician designated by the Employer and paid by the Employer. In the event a dispute involving an employee's incapacitation, the Employer's physician shall agree on a third physician who shall submit a report to the Employer and employee and the decision of the third doctor shall be binding on both parties. The expense of the report of the third doctor shall be shared equally by the Employer and the employee.

C. While on a leave of absence due to illness or injury all benefits will continue for a period of three (3) months.

D. Leaves of absence for additional three (3) month periods shall be granted by the Employer based on the likelihood of the employee returning to work subject to Paragraph B above. During said extensions, the employee shall be entitled to the benefits provided in Article 3, Section 6, Article 10 and Article 11 only.

Section 6: Seniority Accrual. All employees shall accrue seniority from their last date of hire.

Section 7: Vacancies. Vacancies shall be filled pursuant to the appropriate Civil Service Act. The City will not delay promotions for the sole purpose of including non-eligible officers. Said promotions and/or temporary transfer which fills such vacancy shall be accomplished pursuant to provisions provided herein. Part-time employees and seasonal employees, as defined in Article 19, may be hired by the Employer without regard to the Civil Service Act.

Section 8: Layoff and Recall.

A. Layoff shall mean the separation of employees from the active work force due to the lack of work or funds or the abolition of positions because of changes in organization.

B. No permanent or probationary employees shall be laid off his position in the Police Department while any part-time, seasonal, temporary or provisional employees are serving in the same position class in the Department. Except as provided below, the layoff or probationary or permanent employees in the Department

shall be in inverse order of seniority in the position classes affected.

C. Except as provided below, an employee subject to layoff who so requests, within twenty-four (24) hours after receipt of notice of layoff, shall in lieu of layoff be demoted to a lower position within the Department if he has greater length of total continuous service in the Department than another employee in that lower position class. Demotion shall be through those classes in which the employee previously held permanent status, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

D. Employees to laid off indefinitely shall be given at least seven (7) calendar days written prior notice, unless emergency conditions indicate otherwise.

E. The City shall maintain a roster of employees arranged according to their seniority showing name, rank, and seniority date. An up-to-date copy of the seniority list shall be furnished to the Council every six (6) months.

F. Employees demoted in lieu of layoffs shall have their names placed on a preferred eligible lists in order of seniority for each class from which displaced within the Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

G. Names shall remain on the lists for six (6) months or the length of continuous service in the Department, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department before any new employees are hired or any employee is promoted to these classes.

H. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall, or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

I. Employees to be restored to positions from which they had been demoted in lieu o layoff shall be given three (3) calendar

days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE 4

Section 1: Promotions. Promotions shall mean a change in appointment to a position class which is of a higher maximum salary. Promotions to the ranks of sergeant, detective sergeant, lieutenant, captain or any other existing or newly created position shall be made by completing the examination as proscribed by ordinance of Civil Service regulations.

ARTICLE 5: Duties.

A. The duties of the members of the Police Department shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Ludington and the statutes of the State of Michigan, and such other necessary administrative and service functions presently conducted by the Police Department and such other duties as are, or may be, prescribed by the Chief of Police in accordance with the provisions of the statutes of the State of Michigan in all such cases made and provided.

B. All parade signs shall be put out and taken in by other than police personnel. Police Department employees shall not be required to sell ads while on duty and this shall not be considered a police function or duty. Police Department employees shall turn off vandalized fire hydrants when said flowing hydrant is creating a traffic hazard or is a threat to public health or safety. Police Department employees shall assist other City Departments when time allows. Typical tasks that Police Department employees may be required to do include sweeping of glass from streets after accidents, moving small limbs from streets after wind storms, turning off fire hydrants after being damaged by a vehicle.

Section 2: Detail to Other Departments. The City of Ludington agrees that employees of the Police Department, whose duties are as defined in Article 5, Section 1, above, shall be detailed to other Departments of the City for the performance of police duties only.

ARTICLE 6

Section 1: Workweek. A regular workday for full-time members of the Ludington Police Department shall be eight (8) hours in a twenty-four (24) hour period. A regular workweek for full-time members of the Department shall consist of five (5) regular workdays in a seven (7) day period. The workday starts at 8:00 A.M. for the purpose of this contract.

Section 2: Breaks and Meal Periods. Break time during each eight (8) hour shift will be for a maximum of thirty (30) minutes for each employee to be taken in either two (2) fifteen (15) minute intervals or a thirty (30) minute break. The manner of such break shall be decided by the employee; however, they shall be on call during this time and shall not be compensated for any interruption of the break or lunch period. Except the Midnight to 8:00 A. M. Shift; lunch or breaks are prohibited from 7:00 A. M. to 8:00 A. M., unless unusual circumstances occur and with the Shift Commander's approval. Employees working the day shift on a permanent basis will be allowed two (2) fifteen (15) minute coffee breaks, separate from a one (1) hour lunch period.

Section 3: Overtime.

A. All hours worked over and above the regularly scheduled workday (8 hours) of an employee or all hours worked over and above the regularly scheduled workweek (40 hours or 5 days) of an employee shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate of pay.

B. No employee shall be laid off nor shall an employee be scheduled off or have their regularly scheduled day off changed for the sole purpose of avoiding overtime payment.

C. Whenever possible, the Employer shall assign overtime work to those employees whose normal duties would include the duties for which overtime is to be worked and paid. The department head or his designated representative shall keep an overtime roster and overtime will be divided as equally as possible among the available employees on a monthly basis. Such roster will include overtime works as well as overtime offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his days immediately preceding or following such vacation.

Section 4: Call In. Call-in time, court time and overtime shall be combined in the overtime accounting so that all employees shall receive an equalization of overtime through the year. All employees covered by this Agreement who are called in to duty for department meetings or work in addition to their regular daily shift will be compensated for two (2) hours minimum at the rate of time and one-half (1 ½).

Section 5: Shift Scheduling.

A. Rotating shifts shall be 8 am to 4 pm, 4 pm to Midnight, midnight to 8 am, 7 am to 3 pm, 3 pm to 11 pm, and 11 pm to 7 am.

B. Officers working rotating shifts shall rotate every seven (7) weeks,

C. Officers' days off shall be sequential.

D. Permanent shifts shall be 8 am to 4 pm, 4 am to noon and Park Patrol, Park Patrol when not in season shall be Noon to 8 pm.

E. Relief will be as follows:

1. Park shift when available.
2. Permanent shift 8 pm to 4 am.
3. Permanent shift 4 am to Noon.
4. Low man on days.

F. Selections of officers who will work the permanent 8:00 p.m. to 4:00 a.m. shift, 4:00 a.m. to Noon, and the Park and Relief shift bid first, shall be as follows:

- (1) The shifts shall be posted for a ten (10) day period during which time all officers may bid on it.
- (2) After the first bid the shifts will then be bid on a yearly basis at the first of each year.
- (3) The senior officer who bids shall receive the shift.
- (4) If no officer bids the shift, it will be filled by the least senior officer.

- G. If shift rotation is abandoned, the Department shall revert to the system of shift selection by seniority with frozen shifts that was in effect prior to January 1, 1983.

Section 6: Shift Preference. The Employer will post a seniority roster for a three (3) week period to permit employees to select a shift of their preference for the ensuing year, said selection shall be made on the basis of seniority within each rank, provided, however, said employees may trade said shift by mutual consent within the shift year. The Police Chief must approve all change of shifts.

Section 7: Work Schedule. The Employer shall post work schedules at last two (2) weeks in advance of their effective date and said work schedule shall not be changed thereafter except in emergencies without the consent of the employees affected thereby. The Employer may change the work schedule of employees if the absence of an employee is known in advance of the absence.

Section 8: Shift Trades.

A. Employees desiring to trade shifts shall give the Chief of Police at least forty-eight (48) hours notice of such trade. Such trade shall be subject to the approval of the Chief of Police.

B. A voluntary trade of shifts shall not cause overtime to be paid to the employees participating in said trade, if overtime would not have been paid in the absence of such trade.

C. When a voluntary shift change has been made, the persons involved are responsible for their respective new shift. In the event of sickness, they shall still be responsible for that new shift.

Section 9: Jury Duty.

Employees on jury duty shall be paid by the Employer in an amount equal to the difference between the amount of wages the employee would have earned by working straight time hours for the Employer on that day and the daily jury duty fee paid by the courts, not including travel allowances or reimbursements of expenses, for each day on which he performs jury duty, on which he otherwise would have been scheduled to work for the Employer and will not be charged against the employee. The Employer may change the work schedule of employees to accommodate scheduling for jury duty.

ARTICLE 7

Section 1: Grievance Definition. For the purpose of this Agreement, "grievance" shall mean a dispute between the City and the Council or between the City and an employee(s) in respect to rates of pay, wages, hours of employment or other conditions of employment and/or the interpretation, application, claim, breach or violation of this Agreement and/or rules and regulations of the Police Department and/or the City of Ludington.

Section 2: Procedure.

A. An employee or group of employees will present the grievance to their immediate supervisor within fifteen (15) working days after the date the employee(s) knew or should have known of the existence of the event which gave rise to the grievance, and he will make every effort to make a satisfactory settlement of the matter. Council representatives shall be notified of any proposed settlement prior to any settlement being agreed upon by the parties involved.

B. In the event that the grievance cannot be settled in Step a., the aggrieved employee or group of employees with the Council representative, or a representative of the Council, shall present the grievance in writing to the Chief of Police. The grievance must be so presented within fifteen (15) working days after the receipt of the supervisor's answer in Step A.

C. The Chief of Police shall answer the grievance in writing within ten (10) working days of the date of the presentation of the grievance, not including the date of presentation.

D. In the event that the grievance cannot be settled at Step C., the Council may advance the grievance to the City Manager within ten (10) working days after receiving the Chief's answer.

E. The City Manager shall answer the grievance in writing within ten (10) working days of the date of presentation of the grievance, not including the date of presentation.

F. In the event that the grievance cannot be settled at Step E., the Council may, in accordance with the procedures of the Federal Mediation and Conciliation Services, submit a demand for arbitration within fifteen (15) working days after receipt of the City Manager's answer.

G. Extension of time limits may only be made by a written signed agreement by a Council representative and a member of Management.

H. For the purpose of this Article, working days shall mean Monday through Friday, excluding holidays.

Section 3: Disciplinary Action. Grievances involving disciplinary action resulting in a suspension or discharge shall be filed at Step D.

Section 4: Records of Disciplinary Action.

A. Any reprimand or record of any disciplinary action contained in an employee's personnel file shall be destroyed after three (3) years from date of such action.

B. Any employee's personnel file kept by the Chief of Police or department head from date of hire shall be open for inspection by the individual at the time of the annual efficiency report if so requested by the individual who may request that the grievance agent or alternate be present.

C. Any employee may petition the Chief of Police to inspect the individual personnel file at any other time.

Section 5: Complaints Against Employees.

A. Any time an employee is questioned in regards to a formal notarized complaint made against them, from whatever source, the employee shall have the right to know what the complaint is, who made the complaint, and if he answers any questions, will his answers be used against him in any subsequent disciplinary action by the Employer.

B. The employee shall have the right if he chooses to have a grievance agent or legal representative present during any such questioning.

C. The Employer shall not discipline or discharge any employee except for just cause.

ARTICLE 8

Section 1: Holidays.

A. All full-time employees shall be paid for the following holidays:

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

B. The Detective and Dispatcher shall be paid for the following holidays:

New Year's Day	New Year's Eve Day, Half Day
Good Friday	Memorial Day
Independence	Day Labor Day
Thanksgiving Day	Day After Thanksgiving Day
Christmas Day	Christmas Eve Day, Half Day
Employee's Birthday	Annual Vacation Leave Day

Section 2: Holiday Payment. On any holiday worked by any employee, he shall be paid at the rate of double (2) time in addition to holiday pay. If a regular holiday falls on an employee's birthday, the next day will be counted as the employee's birthday. Holidays will be observed on the traditional day.

ARTICLE 9

Section 1: Wages: Wages to be paid to the members of the Ludington Police Department shall be as follows:

<u>Effective January 1, 1996</u>	<u>Per Hour</u>	
Lieutenant	\$33,654	\$16.18
Sergeant	\$32,635	\$15.69
<u>Police Officer</u>		
Start	\$27,414	\$13.18
1 Year	\$28,350	\$13.63

2 Years	\$29,203	\$14.04
3 Years	\$30,264	\$14.55
4 Years	\$31,304	\$15.05

Dispatcher

Start	\$19,510	\$9.38
1 Year	\$20,508	\$9.86
2 Years	\$21,403	\$10.29
3 Years	\$22,235	\$10.69
4 Years	\$23,316	\$11.21

Effective January 1, 1997

Lieutenant	\$34,673	\$16.67
Sergeant	\$33,612	\$16.16

Police Officer

Start	\$28,246	\$13.58
1 Year	\$29,203	\$14.04
2 Years	\$30,077	\$14.46
3 Years	\$31,179	\$14.99
4 Years	\$32,240	\$15.50

Dispatcher

Start	\$20,093	\$9.66
1 Year	\$21,133	\$10.16
2 Years	\$22,048	\$10.60
3 Years	\$22,901	\$11.01
4 Years	\$24,024	\$11.55

ARTICLE 10

Section 1: Life Insurance Coverage. Effective January 1, 1991, the Life Insurance Coverage shall be increased to twenty-Five Thousand (\$25,000) Dollars with accidental death and dismemberment benefits of Twenty-Five (\$25,000) Dollars with no cost to the employee. The Life Insurance Coverage shall not be applicable during the employee's initial probationary period.

ARTICLE 11

Section 1: Blue Cross Coverage. The Employer will provide insurance coverage equivalent to Blue Cross/Blue Shield Master Medical, Option II, with \$5.00 Drug Rider and ML Rider, for the employees covered hereby and their families.

Section 2: Premium Coverage. In the event of an employee's death while on duty, Blue Cross coverage shall be furnished for dependents for a period of five (5) years from and after his demise. Blue Cross coverage shall cease if a spouse should remarry within the five (5) year period.

Section 3: The Employer reserves the right to select or change insurance carriers at its discretion providing, however, the new carrier shall provide equal or better benefits than those provided in this Agreement. The Employer shall meet with Council Representatives prior to implementing any change of insurance carriers. Disputes involving the level of benefits provided by the new carrier shall be subject to the grievance procedure.

Section 4: Cash Payment Option.

In lieu of Blue Cross/Blue Shield coverage the City will pay \$500 for a single employee, \$1,000 for a married employee and \$1,300 for a family. This payment shall be made yearly and will be made only if the employee has other hospitalization coverage and presents proof of this coverage to the City.

ARTICLE 12

Section 1: Sick Leave. Each employee shall earn one (1) sick leave day per month of employment. Such sick leave days may be accumulated by an employee not to exceed one hundred eighty (180) days.

Section 2: Notification. Each employee shall promptly notify the Employer of their disability or illness. Each employee shall promptly notify the Employer of their planned return to work from a disability or illness. Proof of disability or illness may be required by the Employer.

Section 3: Employees using six (6) or less sick days during the contract year, January 1st through December 31st, shall be given one (1) personal leave day to be used the following contract year.

Section 4: Sick Leave Payout.

Upon retirement under MERS or Act 345, employees with 20 or more years of service will be compensated at the rate of one-half (1/2) of the accumulated unused sick leave up to a maximum of \$800.

ARTICLE 13

Section 1: Vacation. Each full-time employee shall earn vacation time according to the following schedule:

Upon completion of one (1) year service	5 days
Upon completion of two (2) years service	10 days
Upon completion of five (5) years service	15 days
Upon completion of fifteen (15) years service	21 days

Section 2: Vacation Requests.

A. Except in time of emergency or if unnecessary overtime pay is involved, two (2) persons may schedule their vacation simultaneously providing those persons are not working on the same shift at the time of the vacation.

B Employees, by seniority, shall be allowed to select annual vacation in weekly increments first. After all employees have had an opportunity to select annual vacation in weekly increments, the procedure shall then be repeated with employees being allowed to select vacation in increments of one (1) day or more. This procedure shall take place between January 15 and March 15 annually.

C. After the above mentioned procedure is completed, vacation requests shall then be allowed on a first come first serve basis.

D. Requests slips will be made out and submitted to the Chief of Police for approval for all vacations two (2) weeks in advance. If the vacation is requested less than two (2) weeks in advance, it will be granted at the Employer's discretion.

E. Vacations shall also not be denied except when an extreme emergency occurs.

1. Extreme emergencies as defined as a situation where

it is necessary to call officers in for duty in case of riot, civil disturbance, fire or any hazardous situation requiring additional officers.

F. If a holiday falls during an employee's scheduled vacation period, the employee shall be allowed one (1) more day of vacation time.

G. The Employer shall post a current quarterly list for all employees of their remaining vacation and sick time, to their credit.

Section 3: Vacation Payout. An employee upon leaving the employ of the Employer shall be paid for all unused accumulated vacation time.

ARTICLE 14

Section 1: Workman's Compensation. Each full-time employee shall receive the difference between regular wages and Workmen's Compensation benefits during time off from work due to injuries for which the employee would be entitled to Workman's Compensation.

Section 2: Coverage Extension. The benefit provided for herein for Workman's Compensation shall extend for not to exceed twenty-six (26) weeks; provided, however, in cases where medical certification indicates that the employee will return to work, an extension of thirteen (13) weeks will be granted by the Employer.

Section 3: Any employee who does not receive a compensable injury during the calendar year shall receive one (1) day off with pay as vacation during the next calendar year.

ARTICLE 15

Section 1: Bereavement Leave. An employee shall be granted a maximum of three (3) working days with pay, plus reasonable travel time without pay, due to death in the immediate family provided the employee attends the funeral. The three (3) working days shall be defined to be the three (3) working days immediately following the death of the immediate family member.

Spouse, children, parents, grandparents, spouse's parents, spouse's grandparents, brothers, sisters, grandchildren, and foster children residing in the home of the employee, and current spouse's brothers and sisters.

ARTICLE 16

Section 1: Bulletin Board. The Employer shall allow and provide space for a bulletin board upon the premises of the Police Department to be used by the Council for the posting of notices and other information directed to the employees.

ARTICLE 17

Section 1: Reimbursed Expenses. The Employer shall repair or replace items of personal property, including, but not limited to, watches, glasses, clothes, which are damaged while the employee is engaged in the performance of his duties; provided, however, the Employer reserves the right not to make reimbursement for expensive items of personality, such as, but not limited to diamond rings. It is the intent of the parties that the employee shall wear or possess while on duty personal property considered to be luxury items at his own risk.

ARTICLE 18

Section 1: Equipment

A. The Employer shall provide each employee with uniform, shoes, sidearms, and such other equipment considered to be necessary for the employees to fully and safely as possible perform his duties.

B. Equipment for each certified officer of the Police Department shall include:

- Four (4) long sleeved shirts
- Four (4) short sleeved shirts
- One (1) summer hat
- One (1) winter hat
- Four (4) pairs pants
- One (1) pair shoes
- One (1) winter coat
- One (1) summer jacket
- One (1) raincoat
- Two (2) neckties

One (1) pants belt
One (1) equipment belt
One (1) pair of handcuffs and holster

One (1) pistol and holster
One (1) cartridge case
Three (3) belt keepers
Fifty (50) rounds of ammunition per person per month
One (1) hat badge
One (1) jacket badge
One (1) shirt badge
One (1) ID card
One (1) tie clasp
Two (2) name plates
One (1) pair gloves
One (1) summer baseball cap

The clothing and equipment shall be of good quality and there shall be no deletion of any item stated above without the consent and agreement of both the City and the Council. The City shall not be required to furnish uniforms and equipment to an employee who is working in his or her probationary period.

Section 3: Safety Committee. A Safety Committee shall be comprised of two (2) members from the Bargaining Unit, the Chief of Police, and the Safety Officer of the City of Ludington. The duties of the Safety Committee shall be to make recommendations to the Fire and Police Committee of the City Commission in the following manner:

1. Patrol vehicle specifications.
2. Layout of police equipment and vehicles.
3. Set dates for replacement and ordering of clothing and equipment.
4. Clothing and equipment specifications.

ARTICLE 19

Section 1: Auxiliary Police and Cadets. The Employer may make use of Auxiliary Police and Cadets at its discretion; provided, however, that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing full-time employees.

Section 2: Part-time and Seasonal Police Officers. The Employer make use of part-time and seasonal police officers in the following manner; provided, however, that such use shall not be for the purpose of avoiding overtime, or for the purpose of replacing full-time police officers, except as defined below:

A. Part-time Police Officer. Can only be used to replace full-time police officers who are on scheduled vacations, extended illnesses, or disabilities. Shall not work in excess of twenty (20) hours per week.

B. Seasonal Police Officer. Can only be used for the purpose of supplementing the regular work force. Can only be used by the Employer between May 15th and September 15th of each year, Shall not work in excess of forty (40) hours per week.

ARTICLE 20

Section 1: Council Representatives.

A. The Council shall designate the Bargaining Committee for the purpose of processing grievances. Said employees shall be allowed to process grievances during regular working hours without the loss of pay; provided, however, such time shall be restored and kept to a minimum necessary to process said grievance.

B. The Council shall notify the Employer, in writing, as to the names of its Bargaining Committee.

C. One (1) employee chosen by the Council shall be granted three (3) days each year, with pay, to attend seminars or other meetings of the Council in the interest of better Law Enforcement, subject to the Chief of Police's approval.

ARTICLE 21

Section 1: Retirement.

A. The Retirement System now provided for policemen state law and presently in effect shall remain the Retirement System for the Council; provided, however, effective April 1, 1979 the present plan benefit of to (2%) percent of final average compensation times the first twenty-five (25) years of credited service plus one (1%) percent of final average compensation times years of credited service in excess of twenty-five (25) years would be increased to

two and one-half (2 ½%) percent of final average compensation times the first twenty-five (25) years of credited service plus one (1%) percent of final average compensation times years of credited service in excess of twenty-five (25) years.

B. The Retirement System now provided for policemen by state law and presently in effect shall remain the Retirement System for the Council; provided, however, effective January 1, 1992, the present plan benefit of two and one-half (2 ½%) percent of final average compensation times the first twenty-five (25) years of credited service plus one (1%) percent of final average compensation times years of credited service in excess of twenty-five (25) years would be increased to two and seven tenths (2 7/10%) percent of final average compensation times the first twenty-five (25) years of credited service plus one (1%) percent of final average compensation times years of credited service in excess of twenty-five years.

C. The City and the Council agree that the present plan provision providing that the average of the highest annual compensations during a period of five (5) consecutive years of service contained within the last ten (10) years of service would be increased April 1, 1979, to the average of the highest annual compensation during a period of three years of service contained within the last ten (10) years of service.

D. The increases in the City of Ludington Police Retirement System would be paid by the City of Ludington as outlined above, however, the police officer's present contribution would be continued.

E. The supplemental actuarial report dated December 7, 1979, directed to you as City Manager, from Gabriel, Roeder, Smith and Company, Proposal No. 1 and Proposal No. 2, which is an inclusion of Proposal No. 3, is that which the Council ratified on May 15, 1969, as it pertains to sworn officers who were under the retirement system.

F. Effective 12-31-93 the Policemen's Retirement System will provide for normal eligibility at any age with twenty-five (25) or more years of credited service.

Section 2: Retirees Health Insurance. Effective January 1, 1989, the City will supplement the Police Pension Fund to cover up to 50% of the health insurance premiums to a maximum of \$100.00 per month for employees retiring after January 1, 1989. Upon ratification for employees who retire after January 1, 1994, the maximum monthly

benefit shall be \$200.00.

ARTICLE 22

Section 1: Re-Opening. This contract may be revised, amended or otherwise altered to include new agreements or to effect changes in language if and when mutually agreed to by the Employer and the Council; provided, however, it shall not be obligatory on either party to re-open for the above purpose during the life of this contract.

ARTICLE 23

Section 1: Rules. This Agreement and the Civil Service Law under which the Department operates shall supersede any conflict between them and the Rules and Regulations of the Department.

ARTICLE 24

Section 1: Pay Day. All employees shall be paid weekly and shall be paid on Thursday; provided, however, that in the event a pay day coincides with a holiday, pay day shall be on the preceding Wednesday.

ARTICLE 25

Section 1: Residence. The residence within the City of Ludington shall be a condition of employment for all members of the Ludington Police Department.

ARTICLE 26

Section 1: Validity. In the event any section of this contract shall be declared invalid or illegal, such declaration shall in no way effect the validity or legality of the other provisions.

Article 27

Section 1: Detective Sergeant.

A. The Detective Sergeant shall be an hourly employee.

B. All employees required to wear plain clothes in the performance of their duties shall receive an annual clothing allowance of Five Hundred (\$500.00) Dollars. The allowance is to be paid as follows:

January 1st (\$250) and July 1st (\$250)

C. The detective Sergeant will be included in the Department's equalization of overtime scheduling.

D. The work schedule for the Detective Sergeant will be 8:00 a.m. to 5:00 p.m. each day, with an unpaid one (1) hour lunch period.

Section 2: Detective.

A. This appointment will not be under Civil Service as Article 4, Section 1., of the present contract states this appointment does not qualify as a promotion.

B. All officers except probationary officers are eligible for this position.

C. The position will be filled by competitive testing and interviews. They will be conducted by this Department and others appointed by the Chief.

D. The Detective position pay will be at a patrolman's rate as per present contract.

E. The Detective will be hourly with and overtime as per contract.

F. The Detective will be on the Department overtime roster as per contract.

G. The Detective will get a clothing allowance of \$500 per year, paid semi-annually at \$250 per payment.

H. The Detective will be furnished a Department car as presently.

I. The Detective's hours will be mainly days but will be subject to the Chief of Police where determined it is in the Department's best interests to work other.

J. The Detective will work holidays as needed.

K. The Detective will be in charge of the crime scene.

L. The Detective will go through the shift commander for the use of the patrol division.

M. This Letter of Understanding shall remain in effect for the duration of the Labor Agreement.

Section 3: Prisoner Pick-up.

A. Compensation for picking up prisoners shall be at the hourly rate of eight (8) hours per day plus expenses when the trip requires an overnight stay.

B. For prisoner pick ups that require the employees to return in one (1) day, the compensation paid shall be at the rate of one and one-half (1 ½) times their regular wage after the first eight (8) hours or forty (40) hours in a week.

ARTICLE 28

Section 1: Maintenance of Standards

A. The Employer agrees that all conditions of employment not otherwise provided for in this Agreement relating to wages, hours of work, overtime, differentials, and general working conditions shall be maintained at the standards in effect at the time of signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for such improvement are made elsewhere in this Agreement.

B. The City shall have the right to determine appropriate staffing levels, including daily staffing levels, within the Police Department, to the extent that the City is consistent with the terms of this Agreement and Letters of Understanding concerning staffing levels.

C. We will agree at this point in time to have two (2) certified officers minimum as long as manpower and money is available to do so. If manpower or money dictates at a later date that this is no longer possible, then we reserve the right, as in the past to make available that number of officers that the Chief deems necessary. Any change in the City and/or Department status which necessitates deviating from having two (2) certified officers on duty will be discussed with the Council representatives prior to implementation.

ARTICLE 29

Section 1: Captions. The captions or subheadings used in this Agreement are for the purposes of identification only and are not a substantial part of this Agreement.

ARTICLE 30.

Section 1: Gender When reference is made to the male gender, it shall be considered to include the female gender as well.

ARTICLE 31

Section 1: Terms of Contract. The terms and provisions of Act 78, Public Acts of 1935, as amended, are and shall be incorporated herein by reference, the same as if fully set forth herein, as terms and conditions of employment of all police officers who are members of the bargaining unit.

ARTICLE 32

Section 1: Duration.

A. This Agreement shall remain in full force and effect from January 1, 1996 through December 31, 1997.

B. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination to the other party. If neither party shall notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination, this Agreement shall continue in effect from year to year thereafter subject to notice of termination in writing by either party sixty (60) days prior to the current year's termination date.

C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Council and the Employer, to the City of Ludington Municipal Building, 201 South William St., Ludington, Michigan 49431, or to any such address that the Council or the Employer shall make available to the other.

ARTICLE 33

Section 1: Pistol Qualification.

A. Members of the Police Department (sworn) shall be required to qualify with their sidearms twice a year.

B. Pistol qualification course shall be the appropriate semi-auto course.

ARTICLE 34

Section 1: In-Service Training Programs

A. Police employees should be solicited as to their interest in attending In-Service Training Programs and an active roster maintain. When an In-Service Training Program is announced, seniority from said roster shall prevail in the selection of the employee or employees selected to attend; provided, however, once an employee is offered an In-Service Training Program, whether said employee attends the program or not, said employee shall then move to the bottom of the roster, and the next employee shall be offered

the opportunity to attend said program or the next subsequent Training Program, whichever is first. This selection process shall not be used when a particular school is related to a specific rank or duty.

B. There shall be, for the length of this Agreement, a three (3) person committee which shall make the decision pertaining to In-Service Training Programs. This committee shall consist of the Training Officer, the Chief of Police, and one (1) member of the bargaining unit.

In witness whereof, the parties hereto have endorsed this Agreement this 26th day of April, 1996.

POLICE OFFICERS LABOR COUNCIL
LUDINGTON POLICE DEPARTMENT

SALARIES AND LABOR RELATIONS
COMMITTEE, CITY OF LUDINGTON
















