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3/8/00

**AGREEMENT**

between

**VILLAGE OF MACKINAW CITY**

and

**POLICE OFFICERS LABOR COUNCIL**

*Mackinaw City, Village*

**EFFECTIVE: March 8, 1997 through March 8, 2000**

## INDEX

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
AGENCY SHOP	2.1	1
AMMUNITION	15.2	17
ARBITRATOR'S POWERS	5.5	6
CALL IN	7.4	10
CAPTIONS	15.5	17
COLLECTIVE BARGAINING UNIT	1	1
DEFINITION OF GRIEVANCE	5.1	5
DISCHARGE AND DISCIPLINE		16
DURATION		20
EXTENDED MEDICAL LEAVE	8.4	11
FALSE ARREST	12.3	15
FUNERAL LEAVE	8.5	12
GENDER	15.6	17
GRIEVANCE AND ARBITRATION PROCEDURE		5
GRIEVANCE PROCEDURES	5.2	5
GRIEVANCE SETTLEMENT	5.3	6
HOLIDAYS		12
HOLIDAY BONUS	9.1	12
HOSPITALIZATION	12.1	15
HOURS OF WORK		9
INDEFINITE LAYOFF	6.5	9
INDEMNIFICATION	2.3	2

## INDEX

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
INSURANCE		15
JURY DUTY LEAVE	8.7	12
JUST CAUSE	14	16
LEAVES OF ABSENCE		10
LIFE INSURANCE	12.2	15
LOSS OF SENIORITY	6.4	8
LOST TIME	3.3	2
MANAGEMENT RIGHTS	4.1	2
MEDICAL EXAM	15.8	17
MILEAGE	15.12	19
MILITARY LEAVE	8.6	12
MISCELLANEOUS		16
NO STRIKE - NO LOCKOUT		15
OVERTIME	7.3	10
PAID SICK LEAVE	8.3	11
PAY PERIOD	7.5	10
PAYROLL DEDUCTION	2.2	1
PENSION		14
PERSONAL DAYS	9.2	13
PERSONAL LEAVE	8.2	11
PROBATIONARY PERIOD	6.2	8
PROHIBITIVE CONDUCT	13.1	15
PROMOTIONS	4.2	3

## INDEX

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
PUBLICATIONS	15.14	20
RECALL	6.6	9
RECOGNITION		1
REPRESENTATION		2
RESERVED RIGHTS		2
RESIDENCY	15.10	18
RETIREMENT PLAN	11.1	14
RULES AND REGULATIONS	15.3	17
SAFETY	15.4	17
SELECTION OF ARBITRATOR	5.4	6
SENIORITY		7
SENIORITY ACCUMULATION	8.1	10
SENIORITY DEFINITION	6.1	7
SENIORITY LIST	6.3	8
SEVERABILITY	15.7	17
SPECIAL CONFERENCES	5.8	7
STEWARD AND COMMITTEE REPRESENTATIVES	3.1	2
TERMINATION	16	19
TIME COMPUTATION	5.7	7
TIME LIMITATION	5.6	7
UNIFORMS AND EQUIPMENT	15.1	16
UNION CONSULTATION	3.2	2
UNION SECURITY		1

INDEX

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
VACATIONS		13
VACATION BENEFITS		13
VACATION PAY	10.1	13
VACATION SCHEDULING	10.2	13
WAGES AND CLASSIFICATIONS	10.3	14
WAIVER	15.9	18
WORK SCHEDULES	15.13	19
WORKERS' COMPENSATION SUPPLEMENT	7.2	9
WORKWEEK	15.11	18
	7.1	9

## AGREEMENT

AN AGREEMENT, made this 8th day of March, 1997, effective the first pay period on or after March 8, 1997, by and between the VILLAGE OF MACKINAW CITY, hereinafter referred to as the "Employer" and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

## RECOGNITION

### Section 1 - Collective Bargaining Unit

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those employees employed in the Police Department in the following-described unit:

All full time police officers of the Village of Mackinaw City's Police Department BUT EXCLUDING all police officers above the rank of Sergeant and all other employees.

## UNION SECURITY

### Section 2.1 - Agency Shop

All employees in the bargaining unit who are subject to this Agreement, shall, as a condition of employment, upon completion of thirty (30) days of employment or within thirty (30) days following the effective date of this Agreement, maintain a membership in the Union or pay a service fee as established by the Union, but such fee shall not exceed the dues of membership.

### Section 2.2 - Payroll Deduction

The Employer agrees to deduct from the pay of each employee the amount of Union dues or Agency fees required under this Agreement and remit the same to the authorized agent of the Union, provided that Employer first receives written authorization from such employee for such deduction. The Employer will only make such deduction if the employee has sufficient pay to cover such deduction.

### Section 2.3 - Indemnification

The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or Agency fees.

## REPRESENTATION

### Section 3.1 - Steward and Committee Representatives

The Employer agrees to recognize a collective bargaining committee composed of two (2) non-probationary employees. One member of the committee shall be designated as Steward. The duties of the Steward shall be to represent employees in accordance with the grievance procedure established in this Agreement and to receive and transmit official communications between the Lodge and the Employer. Alternate representatives may be selected, but shall serve only in the absence of the designated representative. The Union shall notify the Employer in writing of the names of its Steward and committee representatives before recognition shall be given.

### Section 3.2 - Union Consultation

A non-employee Union representative may consult with employees in the assembly area before the start of each work shift or after the end thereof. Before entering the assembly area, notification shall be given to the Chief of Police or his designee.

### Section 3.3 - Lost Time

The Employer agrees to compensate recognized Lodge representatives for all reasonable time lost from the employee's regular schedule of work while processing a grievance in accordance with the grievance procedure or while attending a special conference with Employer representatives. The Employer reserves the right to revoke this benefit in whole or in part if it is abused.

## RESERVED RIGHTS

### Section 4.1 - Management Rights

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the Village in all of its operations

and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the Village's facilities and in all respects to carry out the ordinary and customary functions of administration of the Village. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Employer shall have the right to hire, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein. Promotions shall be made pursuant to Section 4.2 herein.

#### Section 4.2 - Promotions

All promotions for positions of Sergeant will be made as follows:

(a) When a position is vacant, the Employer will have the sole responsibility of determining when and if the position will be filled.

(b) When a determination has been made by the Employer that a departmental vacancy needs to be filled, the following procedure will be followed:

- 1) The Employer will post notification of such vacancy for a period of at least fifteen (15) calendar days. All eligible persons who wish to apply for the position must do so within this time. In order for an employee to be eligible for the position of Sergeant or higher, the following minimum qualifications must be present:



- (i) Three (3) years of governmental law enforcement experience.
- (ii) Have an Associates Degree from an accredited institution of higher learning. All current department bargaining unit members will be exempt from this requirement.

The selection process shall proceed as follows: Each applicant will undergo an oral interview. The oral interview will be conducted by a panel consisting of one Employer representative, one Union representative, and a third person mutually agreeable to the Employer and Union. A standardized written examination will be administered by the Employer or an independent agency selected at the Employer's discretion. Past work performance and references will also be reviewed by the Employer. Past performance assessments shall include written personnel evaluations, documented disciplinary actions, and personnel records and references, and shall be part of the interview process. Years in service in the Bargaining Unit will also be considered.

The foregoing criteria will be valued as follows:

45 pts. - Oral Interview  
45 pts. - Written Exam  
10 pts. - Seniority

Seniority will be valued by awarding 1 point for each year of accumulated service up to a maximum of 10 points.

The following guidelines will be used by the Interview Board for the promotions process:

- (a) All members of the oral board must be present for each interview.
- (b) All candidates' personnel files shall be available for inspection and review by the board (the candidates should have an opportunity to inspect their files prior to this time).
- (c) The board may discuss each interview together, but must score each candidate individually on a scale of 1 to 45, and such scores shall be averaged.
- (d) Upon completion of all interviews and scoring, the board shall be given the candidates' points in the other areas (written and seniority). The board shall not know any other scores of any of the candidates prior to the end of the oral interviews.
- (e) The board may re-interview any or all of the candidates, interview the candidate's present supervisor, or review the candidate's personnel file again.

(f) The board shall then total the points for each candidate to include all areas (written, oral and seniority) and compile a list of all the candidates in order from the highest to the lowest. They shall submit this list to the Chief of Police.

Upon selection, the applicant will need to perform a ninety (90) day probationary period. Upon satisfactory completion of this probationary period, in the discretion of the Chief of Police and Village Council, the applicant will be given permanent status, subject to layoff procedure. If not, the applicant will either be released from employment if the applicant is a non-departmental employee, or else returned to their former status with no loss of seniority. In the event the applicant is denied permanent status, he/she will be furnished with a written explanation as to the reasons, and this will be subject to the grievance process.

If the accumulated oral and written test scores total 75% or less, Employer has the discretion to withdraw the vacancy before offering any promotion, and repost the available position.

#### GRIEVANCE AND ARBITRATION PROCEDURE

##### Section 5.1 - Definition of Grievance

A grievance shall be a complaint by an employee concerning the application and interpretation of this written Agreement.

##### Section 5.2 - Grievance Procedures

All grievances shall be processed in the following manner:

**Step 1:** An employee with a complaint shall discuss the matter with the officer in charge or the Chief. If requested, an employee may have the Steward present. If the complaint is not satisfactorily settled, the employee shall reduce the complaint to writing on the grievance form by listing the sections of the Agreement alleged to have been violated, sign the grievance and submit it to the Chief within five (5) days from the events which caused the complaint. The Chief shall place his answer on the grievance form and return it to the employee within five (5) days after receipt.

**Step 2:** If the employee is not satisfied with the Chief's answer, he may appeal the decision by submitting the written grievance to the Village Council within five (5) days. The employee and the Steward

shall discuss the grievance with designated representatives of the Council within five (5) days, but not later than the next regularly scheduled Council meeting. The Council shall place its answer on the grievance and return it to the Steward within fourteen (14) days after its receipt.

Step 3: The Lodge may appeal the Employer's decision to arbitration by giving written notice to the Employer of its desire to arbitrate within thirty (30) days after receipt of the Employer's answer in Step 2, subject to the issue of arbitrability, if raised.

#### Section 5.3 - Grievance Settlement

Any settlement of a grievance which has economic implications shall not become final until approval by the Village Council. Any grievance settlement by an officer in charge shall not be final until approved by the Chief.

#### Section 5.4 - Selection of Arbitrator

If a timely request for arbitration is filed by the Union, subject to the issue of arbitrability, if raised, the parties shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as arbitrator. The arbitrator's decision shall be final and binding on the Village, Union and employees; provided, however, that each party reserves its lawful right to challenge the award if the arbitrator has improperly handled the case or exceeds his jurisdiction. Each party shall bear the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Union and the Village.

#### Section 5.5 - Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall, at all times, be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before he may be permitted to hear the merits of the grievance. The Union acknowledges that the Village retains all rights not

otherwise abrogated under the express terms of this Agreement as generalized in the Management Rights Clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

#### Section 5.6 - Time Limitation

Time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the Village's last disposition. If the time procedure is not followed by the Village, the grievance shall automatically advance to the next step, including arbitration, if requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

#### Section 5.7 - Time Computation

Saturday, Sunday and recognized holidays shall not be counted under the time procedures established in the grievance procedure.

#### Section 5.8 - Special Conferences

Special conferences may be arranged by mutual agreement between the Employer and the Lodge to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that such conferences shall not be used for purposes of collective bargaining unless prior consent is obtained from the other party, and in such an event, negotiations shall only occur as to that specific item over which the parties have mutually agreed to negotiate.

### SENIORITY

#### Section 6.1 - Seniority Definition

Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department, commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

### Section 6.2 - Probationary Period

All new employees shall be considered probationary employees for a period of one (1) year; provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining. However, probationary employees may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement.

### Section 6.3 - Seniority List

The Employer shall maintain a roster of employees arranged according to seniority by classification and seniority date, and shall furnish a copy to the Union the first month of each year, or as soon thereafter as is practicable.

### Section 6.4 - Loss of Seniority

An employee shall lose his seniority if:

- (a) He resigns or quits;
- (b) He is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;
- (c) He retires;
- (d) He has been laid off for lack of work or lack of funds for a period equal to his seniority at the time of his layoff, or one (1) year, whichever is less; or
- (e) He is absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without written notice given the Employer or his designee, coupled with the Employer's written permission.
- (f) He resigns or quits; provided, however, that any member who resigns for the purpose of accepting a promotion to a position within the department, but outside the Unit, shall retain the seniority he had when he left the Unit, for the purposes of bumping back into the Unit. If such employee should bump back into the Unit, and thus occasion a layoff, the layoff shall be accomplished in accord with Section 6.5 below.

### Section 6.5 - Indefinite Layoff

When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

a. The first employee to be laid off shall be the probationary employee. If further layoffs are necessary, the employer agrees to lay off the employee with the least seniority; provided, however, the senior employee has the experience and training to perform the required work. The employer agrees that part-time, seasonal and/or non-union employees shall not be used if employees covered by this Agreement are on layoff.

(b) If it is necessary to reduce a Sergeant from the police force, such employee may replace a patrolman if he has the greater seniority and the experience and training to perform the required work. A Sergeant who replaces a patrolman under the procedure established herein shall receive the patrolman's rate of pay.

(c) The Employer agrees to give two (2) weeks, fourteen (14) days, advance notification of layoff.

### Section 6.6 - Recall

Recall to work shall be accomplished in the following manner: Employees with the greater seniority shall be recalled first and, thereafter, in the order of the employee's seniority; provided, however, that the recalled employee has the experience and training to perform the required work.

## HOURS OF WORK

### Section 7.1 - Workweek

The official workweek of the Employer shall be forty (40) hours per week, but this shall not be construed as a guarantee of work.

### Section 7.2 - Work Schedules

Work schedules shall be determined by the Chief so that employees are scheduled for a yearly average of forty (40) hours per week with eight (8) hours in a workday. Work schedules shall be posted three (3) months in advance, but this shall not restrict the Chief's right to change the schedule if circumstances require.

### Section 7.3 - Overtime

All employees shall be expected to work reasonable amounts of overtime upon request by the Chief. All work performed beyond eight (8) hours in one day shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay. Overtime premiums shall not be pyramided or paid twice for the same hours worked. The Chief shall maintain an overtime roster for the purpose of equalizing overtime insofar as it is reasonably practicable. Overtime opportunity, if excused, shall be treated as if the employee had worked for purposes of equalization. Imbalance in overtime shall be adjusted by offering available overtime and not by paying for work not performed. All training time shall be compensated at the employee's straight time hourly rate up to eight (8) hours per day.

### Section 7.4 - Call In

Any employee called to work, on hours other than his scheduled hours of work, to perform regular duties or appear in court, shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the employee's straight time regular rate of pay, providing the call time does not overlap with the regular workshift. Call-in time that overlaps with the regular workshift shall be paid at time and one-half (1-1/2) if the employee works more than eight (8) hours in the work day.

### Section 7.5 - Pay Period

Each employee shall receive his paycheck biweekly. However, the Employer reserves the right to alter the start of the pay period in order to accommodate accounting practices of the Village.

## LEAVES OF ABSENCE

### Section 8.1 - Seniority Accumulation

Seniority shall continue on all approved leaves of absence unless otherwise specifically provided on one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

## Section 8.2 - Personal Leave

An employee may be granted a personal leave of absence without pay upon approval of the Village Council. A request for a leave of absence shall be in writing, stating the reason for such leave. During leaves of absences in excess of thirty (30) days, the employee shall be responsible for his insurance premiums. All leaves of absence not otherwise specifically provided herein shall be considered a personal leave of absence.

## Section 8.3 - Paid Sick Leave

(a) Commencing the first full month following the completion of one (1) full month of employment, an employee shall earn paid sick leave credits at the rate of one (1) eight (8) hour day for each calendar month actually worked up to a maximum accumulation of two hundred ten (210) days.

(b) Sick leave is a benefit to be used in case of a bona fide illness of the employee.

(c) The Employer reserves the right to require such evidence of illness as it deems necessary to justify the request for paid sick leave.

(d) Sick leave is a benefit solely for the purpose of protecting an employee's income during a period of illness, and therefore, it is not intended as an alternate source of cash compensation. However, upon retirement, an employee shall receive fifty percent (50%) of all accumulated sick leave credits at his regular rate of pay with a maximum payout of seventy (70) days.

(e) Hospitalization and life insurance vacations and pension benefits shall continue during paid sick leaves of absence.

(f) Upon death of an employee, accumulated sick leave with a maximum payout of seventy (70) days will be paid to the surviving spouse or surviving children as designated in writing by Employee.

(g) Three (3) days of sick leave may be used each year by employee for illness of minor children or spouse with minor children.

## Section 8.4 - Extended Medical Leave

Extended medical leave shall be granted automatically upon application from employee for illness or injury, subject to Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical



leave for a period of not more than eighteen (18) months or the length of his seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

#### Section 8.5 - Funeral Leave

Each employee, after being employed for thirty (30) days, shall be granted a leave of absence without loss of pay up to three (3) days if he was otherwise scheduled to work between the day of death and the day of the funeral, inclusive, in case of a death in the employee's immediate family. Additional time off without pay may be arranged with the Chief's approval. Immediate family shall include: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

#### Section 8.6 - Military Leave

The re-employment rights of employees who have served in the military services of the United States shall be in accordance with the Universal Selective Service and Training Act.

#### Section 8.7 - Jury Duty Leave

An employee summoned by the Court to serve as a juror shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as a juror when the employee would have otherwise worked, the employee shall receive the difference between the employee's straight time regular rate of pay for the eight (8) hours and the amount the employee receives from the Court, including mileage, up to a maximum of thirty (30) days per year.

### HOLIDAYS

#### Section 9.1 - Holiday Bonus

In lieu of recognized holidays, all full-time employees for each contract year of active employment shall receive the sum of \$1,094.74 plus an incremental increase based on the percentage of hourly wage increase for each year of this contract as set forth below:

1997 Increase:	\$35.69
1998 Increase:	\$35.09
1999 Increase:	\$29.14

This holiday bonus is payable by separate checks in two (2) equal installments, on or about June 1 and December 1.

## Section 9.2 - Personal Days

Each employee, as of his anniversary date of hire, shall be entitled to three (3) personal leave days with pay. The employee may take a day off with pay subject to advance approval by the Chief.

## VACATIONS

### Section 10.1 - Vacation Benefits

All full-time employees shall earn annual vacation leave with pay in accordance with the following schedule:

- (a) After one (1) year of continuous service, eight (8) days' leave and sixty-four (64) hours of pay.
- (b) After five (5) years of continuous service, ten (10) days' leave and eighty (80) hours of pay.
- (c) After ten (10) years of continuous service, seventeen (17) days' leave and one hundred thirty-six (136) hours of pay.
- (d) After fifteen (15) years of continuous service, twenty (20) days' leave and one hundred sixty (160) hours of pay.
- (e) After twenty (20) years of continuous service, twenty-five (25) days' leave and two hundred (200) hours of pay.
- (f) All employees employed on March 9, 1980, shall be "grandfathered" and receive vacation under the following schedule or under paragraphs (a) through (e), whichever is higher:

1 - 4 years' service:	12 days leave, 96 hours of pay
5 of more years' service:	15 days' leave, 120 hours of pay

### Section 10.2 - Vacation Pay

(a) Vacation pay shall be at the employee's regular rate at the time of eligibility. Eligibility shall occur on the employee's anniversary date of hire. An employee who works less than 1800 hours during his anniversary year shall receive vacation leave and pay based on a pro rata formula on the basis of his hours actually worked.

(b) Employees may bank the aggregate of their previous two (2) years of allotted vacation days. Example: If an employee earns fifteen (15) days each year, he may bank up to a total of thirty (30) days. The employee can carry forty-five (45) days through year three (3), but at the end of year three (3), the vacation bank must be back down to no more than thirty (30) days. Any unused vacation days in excess of the two (2) previous years vacation rate will be lost if not used at the end of the third year. However, vacation days in excess of the two (2) year total not used due to Village needs reflected through a written order from management, shall be reimbursed to employee in cash at the end of the third year. Vacation days shall be calculated on a fiscal year basis for purposes of the vacation bank.

#### Section 10.3 - Vacation Scheduling

(a) Employees may schedule time off for their vacations during the twelve (12) months following their vacation eligibility date each year upon proper notice as determined by the Chief; provided that, in the opinion of the Chief, such time off does not unreasonably interfere with the efficient operation of the Department. Ordinarily, not more than two (2) weeks shall be allowed during the summer months, and not more than one (1) employee per shift may be absent for vacation leave at the same time.

(b) Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested. If an employee does not submit a vacation request, the Chief may assign a vacation time for the employee. If a conflict exists between employees who have timely submitted their requests for vacation leave, the employee with the greatest seniority shall have preference.

### **PENSION**

#### Section 11.1 - Retirement Plan

Each employee in the bargaining unit is entitled to retirement benefits in accordance with the retirement plan established by the Employer. The benefits of the plan shall not be reduced during the term of this Agreement.

## INSURANCE

### Section 12.1 - Hospitalization

(a) Each employee covered by this Agreement who has completed a minimum of thirty (30) days of employment, shall be eligible for hospitalization insurance for himself and his dependents. The employer's group plan is with Blue Cross-Blue Shield PPO, Option 1 - medical and dental coverage. The employer shall also provide a Ten Dollar (\$10.00) co-pay prescription rider effective March 8, 1997 through March 8, 2000. The employer agrees to pay the monthly premiums for the hospitalization program, up to \$380.00 per month, for the employee and his dependents, between March 8, 1997 and March 8, 1998. The employer agrees to pay the monthly premiums for the hospitalization program up to \$400.00 per month for the employee and his dependents between March 8, 1998 and March 9, 1999. The employer agrees to pay the monthly premiums for the hospitalization program up to \$420.00 per month for the employee and his dependents between March 8, 1999 and March 8, 2000.

(b) Any employee who elects to not be covered by hospitalization insurance as described above shall be entitled to a payout equal to fifty (50%) percent of the lowest health care premium (for a single) available. The payout shall be made to employee in one lump sum at the end of each fiscal year, retroactively.

### Section 12.2 - Life

Each employee covered by this Agreement who has completed a minimum of thirty (30) days of employment shall receive a term life insurance policy in the amount of Ten Thousand (\$10,000.00) Dollars.

### Section 12.3 - False Arrest

Employees shall be protected under the Employer's blanket policy in the amount up to One Million Five Hundred Thousand (\$1,500,000.00) Dollars.

## NO STRIKE - NO LOCKOUT

### Section 13.1 - Prohibitive Conduct

(a) The Union acknowledges that the employees covered by this Agreement are sworn to uphold the law and, because of prohibition of strikes in Act 336, State of Michigan Public Acts 1946 as amended, and its commitments hereunder, the Union agrees that

neither it nor its members will, for any reason, directly or indirectly, call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing, or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such other proscribed activities may be subject to the grievance procedure.

## DISCHARGE AND DISCIPLINE

### Section 14 - Just Cause

The Employer agrees that all discipline shall be for just cause. Minor offenses shall be treated with progressive discipline so that an officer will have the opportunity to correct his conduct. However, the Union acknowledges that law enforcement officers have a public duty to conduct themselves in a manner that will not bring discredit upon the Village or Department. Major offenses shall be defined as any violation of any Department rule which carries a penalty of either disciplinary suspension without pay, or discharge, for the first offense. Penalties for major offenses shall be given in writing, stating the infractions.

Any employee who is to receive a disciplinary suspension or discharge may have his Steward present.

## MISCELLANEOUS

### Section 15.1 - Uniforms and Equipment

The Employer shall provide such uniforms and equipment as the Employer shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The Employer shall provide, as part of the standard uniform, fatigues with nylon gear. The Employer shall provide an annual cleaning allowance to each employee in the amount of Three Hundred (\$300.00) Dollars, said amount to be paid in September.

#### Section 15.2 - Ammunition

The Employer agrees to provide each employee with five hundred (500) rounds of reload ammunition per year.

#### Section 15.3 - Rules and Regulations

The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be posted for ten (10) days for inspection and reviewed by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures, and thereafter considered in accordance with the grievance procedure.

#### Section 15.4 - Safety

The Employer shall have the responsibility to maintain all equipment furnished in a safe operating condition. All defects or inoperative equipment shall be reported to the Chief.

#### Section 15.5 - Captions

The captions used in each section are for the purposes of identification only and are not a substantive part of this Agreement.

#### Section 15.6 - Gender

Reference to any gender shall equally apply to the other, and vice versa.

#### Section 15.7 - Severability

In the event that any section of this contract shall be declared invalid or illegal, such declaration shall, in no way, affect the validity or legality of the remaining provisions.

#### Section 15.8 - Medical Exam

The Employer will pay up to Two Hundred Twenty-five (\$225.00) Dollars for a bi-annual physical examination for each employee, said examination to be performed by a qualified physician.

Section 15.9 - Wages and Classifications

Effective the first pay period on or after the date indicated, the following hourly rates shall apply:

(a) March 8, 1997

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patrolman	11.60	12.05	12.53	13.04	13.66
Sergeant	14.00				

(b) March 8, 1998

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patrolman	11.95	12.42	12.92	13.46	14.09
Sergeant	14.43				

(c) March 8, 1999

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Patrolman	12.25	12.73	13.25	13.78	14.45
Sergeant	14.83				

Section 15.10 - Residence

All permanent employees of the Village of Mackinaw City shall reside in the lower peninsula of Michigan within a 15-mile radius of the Mackinaw City Police Department. All permanent employees hereafter hired must become permanent residents as described above within six (6) months of such permanent appointment.

Section 15.11 - Workers' Compensation Supplement

An employee injured in the course of duty and receiving workers' compensation benefits shall receive a supplement from the Employer in an amount which, when added to his compensation benefits, shall equal his regular rate of pay for forty (40) hours per week. Such supplement shall be paid for the duration of the workers' compensation leave up to a maximum of six (6) months from the original onset of disability. Thereafter, accumulated sick leave shall be used to supplement workers' compensation benefits over the next twelve (12) months. At that time (18 months post-onset/injury), if

the employee is still unable to return to regular work, then all fringe benefits shall cease and employer shall be entitled to replace the disabled employee according to business necessity in the employer's sole judgment, and the employee's employment shall cease. In that event, employee shall receive cash reimbursement for one hundred (100%) percent of the remaining sick leave benefits to which employee might otherwise be entitled if he had been continued as an employee. (Example: If, at the end of 18 months, employee has 50 days of unused sick leave remaining, he shall receive payment for those 50 days at his regular rate of pay upon termination.) The employee will remain on workers' compensation until the same is no longer payable according to law. Nothing in this Section shall be meant to force the employer to terminate employment or reimburse sick leave if the employer and employee should mutually agree otherwise, in writing.

#### Section 15.12 - Mileage

Whenever an employee is required to use his own vehicle to perform services for the employer, mileage driven shall be reimbursed at the allowable rate as provided by IRS rules.

#### Section 15.13 - Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



Section 15.14 - Publications

The Employer agrees to provide each bargaining unit employee with a copy of each of the following publications and any necessary updates:

1. Michigan State Police Handbook of Criminal Law and Procedure.
2. Michigan Motor Vehicle Code.

These publications shall remain the property of the Employer and shall be returned to the Employer upon an employee's termination of employment with the Employer.

**DURATION**

Section 16 - Termination

This Agreement shall remain in full force and effect until midnight, March 8, 2000. It shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least ninety (90) days prior to the termination date above that modification or termination is desired.

POLICE OFFICERS LABOR COUNCIL

Robert J. Thompson

Robert J. Thompson

Robert J. Thompson

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VILLAGE OF MACKINAW CITY

Robert R. Hill 3-21-97

Sandra M. Kueger 3-21-97

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