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ORIGINAL IN RED
6/30/2002

1997 through 2002
AGREEMENT
between
THE CITY OF MONTAGUE, MICHIGAN
and
POLICE OFFICERS' LABOR COUNCIL

Montague, City of

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ARTICLE I - GENERAL

This agreement is entered into as of the 1st day of July, 1997, between the City of Montague, hereinafter referred to as the "Employer," and the Police Officers Labor Council, hereinafter referred to as the "Union."

ARTICLE II - RECOGNITION

Section 1. Pursuant to Sections 26 and 27 of Act 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit is defined as follows:

ALL FULL-TIME POLICE OFFICERS OF THE CITY OF
MONTAGUE; EXCLUDING the Chief of Police and Sergeants.

Section 3. The Employer shall not enter into any other agreements with employees in this bargaining unit, either individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE III - UNION REPRESENTATIVES

Section 1. The Employer agrees to recognize a collective bargaining committee comprised of one (1) employee for the purpose of administering this agreement in accordance with the grievance procedure as established herein and for the purpose of contract negotiations or other meetings between the Union and the Employer. The Union may also have non-employee representatives present at meetings held under the appropriate grievance procedure or other meetings between the Union and the Employer.

Section 2. A grievance may be presented at any time in accordance with the grievance procedure. The investigation, discussion and settlement of the grievance shall be done outside the working hours, unless such grievance relates to suspension or discharge, or it is necessary to investigate or discuss a particular grievance during working hours, the Employer agrees to compensate the grievant and a steward for all reasonable time lost from the employee's regular schedule of work. No employee shall leave their work

station for the purpose of preparing or processing a grievance without first obtaining permission from their immediate supervisor.

Section 3. The Employer agrees that representative(s) shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representative(s) shall give advance notice of the desired meeting to the supervisor concerned who will arrange a time and a place for the meeting.

ARTICLE IV - UNION SECURITY - AGENCY SHOP

Section 1. It is agreed and understood that all present and future employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present and future employees covered by this Agreement who on the effective date hereof were not members of the Union shall within sixty (60) days after the effective date hereof, become and remain members in good standing as a condition of continued employment or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

Section 2. The Employer agrees to deduct from the wages of each individual in the bargaining unit who voluntarily becomes a member of the Union, dues subject to the following subsections:

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

(B) All checkoff authorization forms shall be filed with the Employer's payroll office who shall return any incomplete or inaccurately completed forms to the Union President and no checkoff shall be made until such deficiency has been corrected.

(C) All other employees covered under this Agreement shall have deducted from their wages a sum which shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement. The fair share representation fee shall be subject to that amount which the Union President so notified the Employer.

(D) The Union shall provide at least thirty (30) days' written notice to the Employer the amount of Union dues and/or representation fees to be deducted from the

wages of employees as in accordance with this section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

Section 3. 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 the deduction from the employee's pay of Union dues and/or representation fees.

ARTICLE V - MANAGEMENT RIGHTS

Section 1. The Employer (City) retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or limited.

Section 2. Except as otherwise provided in this Agreement: Nothing in this Agreement shall be construed to limit in any way the Employer's sole and exclusive right to manage its operation and the services it provides efficiently and economically, including the right to determine the services to be performed, and the quantity and quality of those services, the methods of performing the services; the determination of the size of the working force; the hiring of new employees; the discipline or discharge of employees for just cause; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, or facilities; the right to establish, change or introduce standards of safety and safer operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees).

Section 3. Transfer employees from one shift to another on a temporary basis, except to avoid the payment of overtime; transfer employees to other positions within the department; require employees to perform outside their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classifications, but not to extend beyond sixty (60) calendar days; however, employees may be transferred from one shift to another on a temporary basis when such temporary transfer is mutually acceptable to the employee and management; require employees to give instruction or receive instruction in special training for selected employees.

Section 4. Any complaint or dispute concerning the exercise of any management rights function in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

ARTICLE VI - PROHIBITED ACTIVITY

Section 1. The parties to this agreement mutually recognize that the services performed by the employees covered by this agreement are services essential to the public health, safety and welfare. The Union therefore agrees, that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole, or in part, from the full, faithful and proper performance of the duties of their employment.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For purposes of this agreement, a grievance shall be defined as a complaint by an employee covered by this agreement or the Union concerning the application and interpretation of this agreement.

Section 2. Specific Reference. Any grievance filed shall refer to the specific provision or provisions of the agreement alleged to have been violated, and shall set forth the facts pertaining to such alleged violations.

Section 3. Verbal Procedure. The informal resolution of differences or grievances is urged and encouraged to be resolved to the lowest possible level of supervision. Immediate supervisors, command officers, shall consider promptly all grievances presented to them within the scope of their authority and take such timely action as is required.

Section 4. Written Procedure.

Step 1: If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing and shall include: time, date, the alleged contractual violation(s), written rule or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance and the remedy desired.

Grievances shall be presented promptly and in all cases, no later than ten (10) working days from the time the grievant should have reasonably known that he had grounds for a grievance. The grievance shall first be presented to the Chief of Police. The Chief of Police shall acknowledge receipt of the grievance by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant and Union representative. The Chief of Police shall give his written answer within five (5) working days of the grievance.

Step 2: If the grievance disposition given in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Union representative, who shall submit it to the City Manager no later than the end of the tenth (10th) working day following the date of the disposition of the grievance in Step 1. Failure to advance a grievance to Step 2 shall result in its being denied and permanently settled on the basis of the disposition given it by Chief of Police in Step 1. The City Manager shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it, the City Manager shall give his written disposition of the grievance to the Union which shall endorse the City Manager's copy to indicate receipt of such disposition and the date of such receipt. This step shall be completed within five (5) working days of receipt of the grievance by the City Manager.

Step 3: Arbitration. If the answer in Step 2 is unsatisfactory to the Union, the Union may appeal the matter to arbitration. Within thirty (30) calendar days after receipt of the decision of the City Manager, the Union shall request from the Federal Mediation and Conciliation Service (FMCS), a list of five (5) names of arbitrators. A copy of the request shall be given to the City Manager. Upon receipt of the list of arbitrators, the Union and the Employer shall alternately strike names from the list, with the right of the first strike being decided by a flip of a coin. After two (2) names have been struck by each party, the remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify FMCS of the selection.

Section 5: Arbitration Powers. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement, or any supplementary agreement. The arbitrator shall have no power to establish wage scales or rates, or change any rates unless it is provided for in this agreement. In the event a case is appealed to an arbitrator, and he finds that he has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and

the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this agreement.

Section 6. Expenses of the Arbitrator. Expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of the witnesses which are called by them.

Section 7. Procedural Errors. Failure of either party to follow the steps and time limits as followed and outlined herein shall result in the following:

(A) In the event the Union does not appeal a grievance from one step to another within the time limits and in a fashion required, the grievance shall be considered as being settled on the basis of the Employer's last answer.

(B) If the Employer does not respond in the time limit or fashion required in any step, the Union may advance the grievance to the next step.

Section 8. Time Limits. Time limits in the grievance procedure may be extended by mutual consent of both parties and the meeting date, within the time limits, shall be mutually agreed upon in writing and signed by both parties. For the purposes of time limits only within the grievance procedure, whenever the term "week days" is used, it shall mean Monday thru Friday, inclusive, except for holidays, which are excluded.

Section 9. Grievance Settlement. It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Union, is binding upon both parties and cannot be changed by any individual employee.

ARTICLE VIII - DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline, a representative of the Employer shall give prompt notice thereof to the Employee and Union.

Section 2. The affected employee will be allowed to discuss their discharge or discipline with the steward, or other Union representative, and the Employer will make available an area where they may do so if they are required to leave the premises.

Section 3. Written notice of disciplinary action or discharge shall cite the specific sections of rules and regulations and/or appropriate law(s) or ordinance(s) which the employee is alleged to have violated.

Section 4. Each employee is entitled to a copy of anything which is included in the employee's personnel file and is made the basis for any disciplinary action against such employee.

Section 5. Investigatory Complaints. In the event of a complaint made against an employee which may result in disciplinary action, the following procedure shall apply:

(A) If, in the investigation of a complaint, an employee is requested to appear before a member outside of the bargaining unit, they shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.

(B) Upon the request of the employee for representation, such request shall be granted. When such representation has been requested, no questioning shall commence until the representative is present.

(C) Employees shall be required to answer questions relating to their performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

Section 6. The Employer shall not discipline or discharge any employee except for just cause.

Section 7. In imposing any discipline on a current charge, the Employer will not base their decision upon any corrective discipline matter which occurred more than fifteen (15) months previously unless directly related to the current charge.

ARTICLE IX - SENIORITY

Section 1. Definition. Seniority is defined to mean the length of continuous service of an employee, including assignment to WEMET, with the Employer since the day and year of the employee's last hiring.

Section 2. Probationary Period. During the first twelve (12) months of continuous service an employee shall be on probation. The Employer shall have no responsibility to re-employ any probationary employee who is discharged, or otherwise terminated during the probationary period.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

(A) Discharge, if not reversed.

(B) An employee absent for three (3) consecutive scheduled workdays without notification of valid reason to the Employer, and who has no legitimate reason for not notifying the Employer of his absence, may be considered as having resigned.

(C) Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

(D) Unexcused failure to return to work after expiration of a leave of absence.

(E) Retirement.

(F) Layoff for a continuous period of six (6) months or the length of the employee's total continuous service with the Employer, whichever is greater.

ARTICLE X - LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds.

Section 2. Order of Layoff. The layoff of probationary or permanent employees shall be in inverse order of seniority in the positions affected. No permanent or probationary employee shall be laid off from their position while any part-time, temporary, etc., employees are serving in the same position. Officers working part-time may be used when full-time officers are on layoff status, but the full-time officer on layoff status must be offered the part-time work as long as it would not result in the officer working more than eight (8) hours per day or forty (40) hours per week.

Section 3. Layoff Notice. Employees to be laid off shall be given at least ten (10) calendar days prior notice.

Section 4. Preferred Eligible Lists. Employees laid off shall have their names placed on a preferred eligible list in order of seniority for the position from which displaced.

Names shall remain on the list for two (2) years, or the length of total continuous service with the Employer, whichever is less.

Section 5. Recall from Layoff. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in absence of extenuating circumstances, failed 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.

ARTICLE XI - SICK LEAVE

Section 1. Employees shall be credited with ninety (90) hours of sick leave after nine (9) months of employment. Employees shall accumulate eight (8) hours of sick leave per month thereafter to a maximum of one thousand five hundred (1500) hours.

Section 2. Prior to an employee being credited with the ninety (90) hours of sick leave after nine (9) months of employment, if an employee becomes injured or hospitalized, the employee may use ten (10) hours of sick leave for each month worked. Any usage of sick leave pursuant to this section, shall be deducted from the number of sick leave hours credited pursuant to Section 1.

Section 3. If, in the opinion of the Chief of Police, an employee is determined to be abusing the use of sick leave, the Chief of Police may demand that the employee present a statement from a licensed physician stating the reason for the use of sick leave. Failure to present such statement is reason for disqualifying payment for the days absent.

Section 4. If an employee retires or resigns, and he/she has completed five (5) continuous years of service with the Employer, he/she will be paid for one-half (1/2) of the first six hundred (600) hours of his/her unused accumulated sick leave. There shall be no compensation for unused accumulated sick leave in excess of six hundred (600) hours.

ARTICLE XII - BEREAVEMENT LEAVE

Section 1. An employee shall be granted a maximum of three (3) working days leave with pay to attend the funeral of his/her spouse, child, parent, step-parent, sister, brother, or corresponding in-laws and one (1) day for grandparents. An employee shall be granted a maximum of three (3) working days leave with pay to attend the funeral for

step-children living in the house of the employee and one (1) working day for step-children not living in the house of the employee.

With the permission of the Chief, employees may use vacation time and sick leave for additional time to attend funerals.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

Section 1. The regular workday and workweek for employees shall be ten (10) consecutive hours per day and eight (8) consecutive days during a regular pay period, subject to the Chief's right to alter the length of shifts to twelve (12) hours. If the Chief elects to change the length of the shift, it shall be effective only after sixty (60) days written notice. If such a shift occurs, the change shall be effective for a minimum of one hundred eighty (180) days. After completion of the minimum one hundred eighty (180) days, either party may force a reversion to the ten (10) hour shifts after thirty (30) days written notice.

Employees will be allowed one (1) thirty (30) minute "meal break" and one (1) fifteen (15) minute coffee break as long as work permits, which may not be combined.

Section 2. All hours worked in excess of the employee's regularly scheduled work day shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) of the employee's regular hourly rate of pay. For the purpose of computing overtime, all approved absences shall be counted as time worked.

Section 3. An employee called back to work outside of their regular scheduled hours shall be compensated at the rate of time and one-half (1-1/2) for all hours worked. An employee required to appear in court, other than on his/her regularly scheduled shift, resulting from the performance of his/her duties, shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or shall be paid at the rate of time and one-half (1-1/2) for all hours spent in court, whichever is greater. The witness fee and mileage provided by the court shall be turned over to the City.

Section 4. The pay period shall start at 7:00 a.m. on Sunday and continue until 6:59 a.m. on the second following Sunday.

Section 5. Shift Selection. The employees shall choose their shift no more often than once every eight (8) weeks. The selections will be made on the basis of the most senior employee having first choice, the next senior employee having second choice, and so on

through all employees assigned. There shall be no bumping from one shift to another, regardless of cause.

Section 6. Mandatory Training Sessions. Hours for training sessions and seminars which employees are ordered to attend shall be compensated at time and one-half. Employees shall receive credit for the time spent traveling. If a training session or seminar lasts less than ten (10) hours, the employee may either return to work for the remainder of the shift or take the remainder of the shift off without compensation. If an employee attends a training session or seminar and is required to return to work a shift, the time over ten (10) hours per day shall be compensated for at the rate of time and one-half.

Section 7. Scheduling Overtime. In filling overtime hours, full time employees need not be offered overtime prior to it being offered to part-time officers. Voluntary split shifts are permitted.

Mandatory overtime will be assigned if no officers, either represented by this unit or part-time, volunteer for the overtime work. An up-to-date mandatory overtime list will be maintained and available for inspection. Mandatory overtime shall be distributed commencing in order of seniority as equally as practicable to all employees in the bargaining unit. Notwithstanding equalization of overtime, officers may be required to stay over or come in early for up to four (4) hours, which shall be equalized as much as practicable within the appropriate shifts.

Section 8. Beginning July 1, 1990, employees may accrue compensatory time in lieu of being compensated for overtime. The compensatory time shall be earned at an hourly rate of time and one-half (1-1/2) for all hours worked in excess of eighty (80) hours per pay period or any length of schedule agreed to by the City and Union. Compensatory time don't indicate accruals shall be in minimum time blocks of two (2) hours and deductions from the compensatory time accruals shall be in a minimum time block of ten (10) hour blocks. Prior to September 15, 1997, the maximum compensatory time bank shall be thirty (30) hours. Effective September 15, 1997, the maximum compensatory time bank shall be forty (40) hours. The compensatory time shall be carried forward from one year to the next.

ARTICLE XIV - SHIFT SCHEDULES

Section 1. The Employer shall post shift schedules as soon as practicable. Shift schedules shall not be changed thereafter except with the consent of the employee or in an emergency.

Section 2. 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 approval of the Chief of Police. Trading of shifts shall not be unreasonably denied. 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. 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. A voluntary shift change shall not result in an employee working sixteen (16) hours in a row.

ARTICLE XV - HOLIDAYS

Section 1. The following days shall be paid holidays for employees:

New Years Day	Thanksgiving Day
Afternoon of Good Friday	Day After Thanksgiving
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
July 4th	New Years Eve Day
Labor Day	

Holidays shall commence at 7:00 a.m. and last twenty-four (24) hours. For instance, Easter shall commence at 7:00 a.m. on Sunday and end 7:00 a.m. Monday. Half-day holidays shall be from noon to midnight.

Section 2. If an employee works on any holiday, then such employee shall be paid for hours worked plus holiday pay at double time for a total of triple time.

Section 3. If any of the above listed holidays fall on an employee's regular day off, the employee will be paid for the number of work hours (ten (10) hours or twelve (12) hours) of a shift for such day.

Section 4. To be eligible for holiday pay, an employee shall have worked his/her scheduled workday immediately preceding and immediately following any paid holiday, unless the absence is excused by the Employer.

Section 5. Paid holidays shall not be charged as vacation or sick leave.

Section 6. Full-time employees scheduled to work holidays shall have the option of having the holiday off and paid straight time provided the employee schedules a part-time police officer to work the time.

Section 7. The above holidays shall be observed on the same days as those designated by the United States Government.

ARTICLE XVI - VACATIONS

Section 1. Full-time employees shall earn and be granted vacation time according to the following schedule.

After one (1) year	10 days plus one (1) "Float Day"
After five (5) years	15 days plus one (1) "Float Day"
After twelve (12) years	20 days plus one (1) "Float Day"
After twenty (20) years	25 days plus one (1) "Float Day"

Section 2. Employees shall specify in writing to the Chief of Police, and post on the provided calendar between January 1 and January 31, his/her desired vacation. As to such posting, seniority shall prevail. After February 1, seniority preference no longer applies and vacation is granted on a first come first served basis. Within fifteen (15) days after February 1, all vacations requested by the employees on said schedule shall be approved by the Chief of Police. If less than three (3) weeks' notice for vacation is given, vacation is at the discretion of the Chief.

Section 3. Vacation time shall be accrued and taken on a yearly basis from anniversary date of hire to anniversary date of hire.

Section 4. Unused vacation time within a year will be compensated for upon separation of service. Employees may not carryover vacation time from one year to the next.

Section 5. Payment of vacation pay on severance of employment shall be paid at the current rate for unused credited annual vacation.

Section 6. If a holiday falls during an employee's scheduled vacation period the employee shall be allowed one more vacation day.

ARTICLE XVII - INSURANCE

Section 1. Physician's Health Plan shall be provided. The Employer shall have the right to change insurance carriers provided that the insurance is equal to, or better than, the present insurance coverage.

Section 2. The Employer shall provide employees with a Twenty-Five Thousand Dollar (\$25,000) term life insurance policy with double indemnity.

Section 3. For employees who retire between November 1, 1999 and December 31, 1999, the Employer shall provide a post-retirement health benefit for the retiree and spouse to the point in time that the retiree is first eligible for Medicare. At Medicare eligibility, Employer shall provide a Medicare supplement.

ARTICLE XVIII - UNIFORMS AND EQUIPMENT

Section 1. The Employer shall continue to provide employees with all uniforms and equipment as they have in the past. All Employer provided uniforms and equipment shall be returned to the Employer upon termination, prior to the issuance of the employee's final paycheck.

Section 2. The Employer shall provide for the dry cleaning of all uniforms, except shirts, for employees at a place designated by the Employer. The Employer shall provide for the dry cleaning of four (4) shirts three (3) times per year at a place designated by the Employer.

ARTICLE XIX - WORKER'S COMPENSATION

Section 1. The Employer agrees to provide worker's compensation benefits for employees as provided by the laws of the State of Michigan.

ARTICLE XX - LEGAL COUNSEL

Section 1. The Employer shall continue the police professional liability insurance policy, or a comparable policy.

ARTICLE XXI - PERSONNEL FILES

Section 1. The parties agree that Act 397 of the Public Acts of 1978, as amended, shall govern access and review of the personnel records. Any request to review a personnel file shall be in writing and submitted to the Chief of Police. The Employer shall supply copies from personnel records to employees.

ARTICLE XXII - JURY LEAVE

Section 1. Employees shall be given a leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to ten (10) hours per day and eighty (80) hours per pay period. In consideration of receiving their regular pay, employees shall assign to the Employer all other remuneration received for jury duty during the same period.

ARTICLE XXIII - MILITARY SERVICE VETERANS

Section 1. The Employer will comply with all federal and state statutes and regulations concerning military service veterans.

ARTICLE XXIV - GENDER

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

ARTICLE XXV - NO DISCRIMINATION

Section 1. The statutes applicable to discrimination because of race, creed, color, national origin, age, sex, marital status or number of dependents shall be adhered to by the parties.

ARTICLE XXVI - AUTHORIZED REPRESENTATIVE

Section 1. Any action by any Employer or Union official named herein may be exercised by his/her duly authorized representative.

ARTICLE XXVII - SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement shall be in writing and are subject to approval by the duly authorized representatives of the Union and the Employer.

ARTICLE XXVIII - VALIDITY

Section 1. The provisions of this Agreement shall supersede any existing rules and regulations of the Employer and/or any of its boards or agencies which may be in conflict therewith.

Section 2. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIX - PERSONAL VEHICLES

It is hereby agreed that the Employer shall pay to the employee twenty-eight (28) cents per mile for the use of employee owned vehicles on business related to the Employer. Employees shall use a city vehicle, if one is available, instead of personal vehicles. Reimbursement shall not be made for travel to and from court, but the officer will be entitled to keep the subpoena and travel fee provided by the court.

ARTICLE XXX - RETIREMENT

Section 1. The Employer shall apply and make all reasonable efforts to join the Michigan Municipal Employees Retirement System (MERS). It is anticipated that

termination of the existing retirement plan and conversion to MERS can occur by January 1, 1998.

Section 2. Effective upon joining MERS, the retirement benefits provided shall be:

(A) B3 (2.25% of final average compensation multiplied by years and months of credited service to a maximum of 80% of final average compensation)

(B) V-6 (vesting 6 years)

(C) F55/15 (normal retirement at age 55 with 15 years of credited service or age 60 with 10 years of credited service)

(D) FAC3 (highest 3 consecutive years of employee compensation).

Section 3. Employee contributions shall be five (5%) percent of employee compensation.

Section 4. Effective as soon as can be implemented, but no later than July 1, 1996, the death benefits shall be increased to 100% of the qualified pre-retirement survivor annuity.

ARTICLE XXXI - OUTSIDE EMPLOYMENT

Section 1. In the event an employee desires to work an additional job, other than as a police officer, the employee must receive prior written authorization from the Chief of Police.

Section 2. Employees who are on probation, or who will be laid-off upon return of a more senior employee on special assignment, shall be allowed to work as a police officer for other departments. Except as provided above Employees shall not work for other police agencies unless approved by the Chief of Police. Employees working for another police agency or agencies shall not work more than thirty-two (32) hours during a pay period for another agency or agencies, of which only sixteen (16) hours may be during a workweek at Montague. There must be a four (4) hour break from employment immediately before the shift begins at Montague.

Section 3. Notwithstanding the above, an employee's first responsibility is employment with the City of Montague.

Section 4. Employees violating this article shall have the right to outside employment terminated.

ARTICLE XXXII - RESIDENCY

The Union acknowledges the City's commitment to the concept of residency. All employees who enter the bargaining unit after July 1, 1990, shall be subject to the policy and shall, as a continuing condition of employment, maintain their residence within seven (7) miles of the city limit of the City of Montague. Said residency shall be accomplished no later than the completion of the employee's probationary period.

ARTICLE XXXIII - DURATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m., June 30, 2002. If either party desires to modify this contract it shall give written notice within ninety (90) days of the expiration date of this Agreement and negotiations for a new contract shall commence thirty (30) days after that date. In the event that the Union and the Employer fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2002, this Agreement will remain in effect until the issues are resolved by negotiations, mediation or Act 312 arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 14th day of October, 1997.

POLICE OFFICERS LABOR COUNCIL

By James Fessler
James Fessler, President

By James Quinn
James Quinn, Field Representative

THE CITY OF MONTAGUE

By Henry E. Roesler
Henry Roesler, Its Mayor

By Melinda O'Connell
Melinda O'Connell, Its Clerk

APPENDIX A

Wage Schedule for Police Officers
(For employees hired prior to July 1, 1997)

<u>Start</u>	<u>6 month</u>	<u>1 year</u>	<u>18 months</u>	<u>2 years</u>	<u>30 months</u>	<u>3 years</u>	<u>42 months</u>	<u>4 years</u>
7/01/97	27,356.39	28,038.84	28,721.30	29,403.76	30,086.22	30,768.69	31,451.16	32,133.61
7/01/98	28,382.25	29,090.30	29,798.35	30,506.40	31,214.45	31,922.50	32,630.58	33,338.62
7/01/99	29,446.58	30,181.19	30,915.79	31,650.39	32,384.99	33,119.59	33,854.23	34,588.82
7/01/00	30,550.83	31,312.98	32,075.13	32,837.28	33,599.43	34,361.57	35,123.76	35,885.90
7/01/01	31,772.86	32,565.50	33,358.14	34,150.77	34,943.41	35,736.03	36,528.71	37,321.34
								38,113.97

Wage Schedule for Police Officers

(For employees hired on or after July 1, 1997)

<u>Date</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
07/01/97	21,000.00	23,363.21	25,726.42	28,089.63	30,452.84	32,816.07
07/01/97	21,787.50	24,239.33	26,691.16	29,142.99	31,594.82	34,046.67
07/01/99	22,604.53	25,148.30	27,692.08	30,235.85	32,779.63	35,323.42
07/01/00	23,452.20	26,091.36	28,730.53	31,369.69	34,008.87	36,648.05
07/01/01	24,390.29	27,135.01	29,879.75	32,624.48	35,369.22	38,113.97