

2/28/99

3885

CONTRACT AGREEMENT
between
THE CITY OF SANDUSKY
and
THE POLICE OFFICERS LABOR COUNCIL

Effective
March 1, 1996
through
February 28, 1999

Sandusky, City of

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1996, between the City of Sandusky, Michigan, a Municipal Corporation, hereinafter referred to as the "Employer" and the Police Officers Labor Council hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any misunderstanding which may arise and to set forth herein the basic and full agreement between the parties concerning rates of pay, hours of employment and other working conditions.

ARTICLE NO. I RECOGNITION

Section 1. Under the provision of Act. No. 379 of the Public Acts of 1965, as Amended, of the State of Michigan, the Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the defined bargaining unit for the purposes of bargaining with respect to wages, hours of employment, and other working conditions.

Section 2. The bargaining unit shall consist of all full-time police officers below the rank of sergeant of the City of Sandusky Police Department excluding The Chief of Police, part-time

employees and all other city employees as designated in the Michigan Employment Relation Commission's Certification of Representation, Case No. R 777 I-444. dated December 26, 1979.

ARTICLE NO. II MANAGEMENT RIGHTS

Section 1 Rights.

(A) Except as in this agreement otherwise specifically and expressly provided, The Employer retains the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of management, 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 establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past, to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management, provided, however, that these rights shall not be exercised in violation of any specific provision of the Agreement.

(B) Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for cause, layoff and recall personnel; to establish work rules and to

fix and determine penalties for violations of such rules; to make judgements as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(C) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE NO. III UNION SECURITY AGENCY SHOP

(A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union for the duration of this Agreement.

(B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment to become members of the Union or pay a service fee equivalent to that cost for the negotiation, administration of the Labor Agreement and the processing of grievances as established by the Union, commencing thirty (30) days

after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.

ARTICLE NO. IV CHECK OFF

Section 1. The City agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues, or for non-members, the established service fees, subject to all of the following sub-sections:

(A) The Union shall obtain from each of its members, a completed Check-off Authorization Form, which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.

(B) All Check-off Authorization Forms shall be filed with the City who may return any uncompleted, or incorrectly completed form to the Union's treasurer and no check-off shall be made until such deficiency is corrected.

(C) The City shall check-off only obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

ARTICLE NO. V SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of Article III and IV, the Union shall indemnify the Employer against any and all claims demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provision of this Agreement.

ARTICLE NO. VI GRIEVANCE PROCEDURE

Definition of a Grievance.

A grievance is defined as a disagreement arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

(A) Grievance Procedure - Step One.

A grievance must be submitted in writing to the Chief of Police or his designee within seven (7) calendar days of the occurrence of the condition(s) giving rise to grievance, or within seven (7) calendar days of the date the employee should have become aware of the conditions giving rise to the grievance, whichever is

later, in order for the matter to be considered grievable under this agreement.

The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police or his designee shall sign and date a copy which shall be returned to the grievant and either Steward. A meeting shall be held if requested by either party.

The Chief of Police or his designee shall provide a written answer to the grievant, and/or either Steward within seven (7) working days.

In the event the written answer of the Chief of Police or his designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure. Any grievance not appealed within seven (7) working days after such answer shall be considered as dropped by the Union.

(B) Grievance Procedure - Step Two.

If the Grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing to the City Superintendent.

Within seven (7) working days of receipt of the grievance, the City Superintendent shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. Only persons

directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either Steward and/or a Union representative or a National representative. Representation of the Employer and the Union shall not exceed two (2) each, not including the grievant. If the grievance affects more than one (1) employee, the Union shall designate one employee as a representative of the group.

Within seven (7) working days following the conclusion of the meeting, the City Superintendent or his designee shall provide the grievant and either Steward with a written disposition of the grievance.

(C) Grievance Procedure - Step Three.

In the event of an unsatisfactory decision, the Union representative may submit the grievance to arbitration within fifteen (15) working days following the conclusion of the Step Two answer. Saturday, Sunday and Holidays not included as working days. Written notice to the Employer shall constitute a request for arbitration.

The Michigan Employment Relations Commission shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall select an arbitrator from this panel within ten (10) working days. If there is no selection from the list, the Michigan Employment Relations Commission shall appoint the arbitrator.

The rules of the Michigan Employment Relations Commission shall apply to all arbitration hearings. The arbitrators shall be

requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgement therein may be entered in any Court of competent jurisdiction.

Fees and authorized expense for the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this agreement.

The arbitrator shall not substitute her/his judgement for that of the Employer where the Employer's judgement and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages the employee otherwise would earn

less any employment compensation or new wages for personal services that she/he may have received during their regular course of employment for the period in question.

(D) Restitution/Reinstatement

Failure of the grievant to appeal the decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal.

Steps of the grievance procedure may be waived upon consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties. Saturday, Sunday, Holidays and other days the City offices are closed shall be excluded from the Grievance Procedure Time Limits.

Should a decision be rendered at any step of the grievance procedure that the employee was discharged, demoted, suspended without cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion or suspension. Computation for any back wages or benefits for suspensions or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workman's compensation and benefits received other than from City employment and wages earned with other Employers during the period, as indicated in Step Three, above. A decision may be rendered to reinstate the employee without back compensation or benefit.

ARTICLE NO. VII DISCHARGE AND DISCIPLINE

(A) The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction for just cause without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

(B) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or alternate Steward and the employee of the discharge or discipline.

(C) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Chief Steward or alternate Steward of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Chief Steward or alternate Steward.

(D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure at (B) Step 2 of Article VI.

(E) Use of Past record. In imposing any discipline on a current charge, the Employer will not take into account any prior

infractions which occurred more than one (1) year previously. Intentional misinformation regarding his physical or mental health, or the existence of any record of conviction for any offense, on his employment application, shall be cause for discharge. Prior to the imposition of a suspension of one or more days the Employer will review the employee's past written discipline. Any and all written information concerning disciplinary matters shall be removed from the employees personnel file after one (1) year if no like incidents have occurred in a previous 12 month period and will be returned to the employee or Labor Council Field Representative.

(F) At any time a written charge or complaint is lodged against a member of the bargaining unit, the Chief of Police shall advise the officer involved and furnish copies of the complaint to him and the Police Officers Labor Council Representative. Such reports shall include all charges and complaints involved and name or names of complainant and any other information reported, except when involving criminal investigation. Names will be disclosed at such time as notice of investigation permits.

ARTICLE NO. VIII SENIORITY

Section 1. Seniority shall not be affected by the race, sex, age or marital status.

Section 2. New employees hired shall be considered as probationary employees for the first year of their employment.

Section 3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of a probationary employee will not be subject of the parties grievance procedure contained herein.

Section 4. The Employer will keep the seniority list up to date and will provide the Union with a copy of said list from time to time.

Section 5. Upon satisfactory completion of the year probationary period, seniority will commence with the first date of employment.

ARTICLE NO. IX LOSS OF SENIORITY

An employee will lose his or her seniority:

Section 1. The employee quits or resigns.

Section 2. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

Section 3. The employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last know address that he/she has lost seniority and employment has been terminated.

Section 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

Section 5. Failure to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or

its approved continuances or the leave of absence will be treated in the same manner as Section 3 above.

Section 6. The employee retires or dies.

Section 7. The employee is laid off for two years or for the length of time equal to the employees seniority whichever is the lesser.

ARTICLE NO. X LAYOFF DEFINITION

Section 1. If it becomes necessary for a layoff, probationary employees will be laid off first in their inverse order of the date hired. Thereafter, employees in the bargaining unit will be laid off in inverse order of seniority.

Section 2. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE NO. XI RECALL PROCEDURE

Section 1. When the work is increased after a layoff, bargaining unit employees will be recalled according to their seniority with the last person laid off being the first person recalled.

Section 2. Notice of recall shall be sent to the employee at his/her last known address by certified mail.

Section 3. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall he or she shall be considered a voluntary quit.

ARTICLE NO. XII UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than two (2) employees of the Employer and not more than one (1) non-employee representative of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the names of all members of the bargaining committee to the Employer.

Section 2. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, said employee will be paid at his regular rate but only for those hours that he would normally have been working. When computing overtime for such employee, normal working hours spent in negotiation will be computed just as though they were spent on duty.

ARTICLE NO. XIII MEETINGS

Section 1. Special meetings between the Employer and the Union may be held at any time either party submits a written request to the other party. Such request must specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meetings.

ARTICLE NO. XIV REPRESENTATIVES

Section 1. The two employee representatives on the bargaining committee shall also be designated by the Union to act as the Chief Steward and alternate Chief Steward (only in the absence of the Chief Steward), for the purpose of processing grievances.

Section 2. In the event that it becomes necessary for the steward to process a grievance on what would be normal duty time, he shall be paid at his regular rate for that time just as though he was working: PROVIDED HOWEVER, such time spent must be kept at a minimum and be reasonable.

Section 3. The City of Sandusky agrees that accredited representatives of the Union, whether local, state or national representatives, shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to the administration of this agreement. Such representatives shall have prior permission from the Chief of Police or his designated representative, and will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department and shall be limited to a reasonable length of time. Union meetings shall not be held during working hours.

Section 4. Union Conference. One (1) man for one (1) day each calendar year to attend the Police Officers Labor Council meeting, not to be deducted from sick or vacation days.

ARTICLE NO. XV RESIDENCY

The Employer requires all bargaining unit employees to reside within a five (5) mile radius to the City limits of the City of Sandusky.

ARTICLE NO. XVI RULES AND REGULATIONS

The City of Sandusky agrees that any changes in the present rules and regulations or new additions to such rules and regulations shall be subject to review and discussion by the Police Officers Labor Council ten (10) days before they go into effect.

The Chief of Police will set a mutual date and time for such meetings.

ARTICLE NO. XVII AUTHORIZED LEAVE

Section 1. Reserve Units. Regular full-time employees will be granted time off of up to two (2) weeks in any given year for active duty in military reserve units or National Guard. Employees will be paid for this, however, any pay for this service by the employee will be turned over to the City of Sandusky.

Section 2. Military Leave Regular full-time employees who are called into military service by conscription or by involuntary call from the reserves into active duty are granted leave without pay for the duration of the service. Upon return from military service the employee shall notify the Employer that they wish to be reinstated. Such notice shall be within thirty (30) days of discharge. The Employer will make every effort to provide a

position comparable to that vacated, provided, the employee can continue to perform those duties.

ARTICLE NO. XVIII HOURS AND RATES OF PAY

Section 1. Work Day and Work Week. A regular work day for full-time members of the Sandusky Police Department shall consist of eight (8) working hours in twenty four (24), commencing at the beginning of the employee's shift. A work week shall consist of five (5) work days in a pay period. A regular pay period shall consist of forty (40) work hours. Days off shall be consecutive.

Section 2. Overtime. All hours worked in excess of eight hours in a work day and forty hours in a work week shall be considered overtime and shall be paid at one and one-half (1 1/2) times the regular rate of pay. Full-time officers shall be given preference over part-time officers on all scheduled overtime.

Section 3. Work Schedules. The monthly shift schedule shall be posted fourteen (14) days in advance of the effective date and shall set forth the start time for each shift. Shift start times will vary no more than one (1) hour before or after the start times set forth below. Shift schedules shall not be changed without prior approval or consent of the employees effected, except in case of emergency (as defined by Webster).

Section 4. Shift Preference. Employees shall select their respective shift assignment, by seniority, within seven (7) days of the schedules effective date. An employee who fails to make a selection will be assigned to the schedule at the Chief's

discretion. A New full-time employee shall, for a ninety (90) day period from date of hire, be assigned shift duty hours by the Chief of Police. Upon completing ninety (90) calendar days, shift preference shall be by departmental seniority.

Shift schedule start times shall be as follows:

Days	7:00 AM
Early Swing/Ordinance	10:00 AM
Afternoons:	2:00 PM
Swing Shift	7:00 PM
Midnights	10:00 PM

ARTICLE NO. XIX COURT AND CALL IN TIME

Section 1. Court Time Employees shall be paid at their regular hourly rate of pay when required to appear in court while on duty. When the employees are required to appear in court or implied consent hearing during off-duty hours he shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times his regular hourly rate of pay.

Section 2. Call in Time. Employees who are subject to call in time during their off duty time, shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular hourly rate of pay.

Section 3. Jury Duty. Employees shall receive full pay while on jury duty. However, pay received for jury duty is to be turned

into the Employer in order that there is no greater income during the period of jury duty than regular base pay.

ARTICLE NO. XX FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren, or a member of the employee's household.

ARTICLE NO. XXI SICK DAYS

Absence as a result of sickness shall be provided on the basis on one (1) day per month to a total of twelve (12) days per year. Employees may accumulate a maximum of (120) sick leave days.

Upon the death, retirement, or honorable resignation, of an employee, the employee shall be paid at his base rate of pay for first (60) sick leave days and one-half (1/2) of the base rate of pay for such accumulated over (60) for maximum of (120) days accumulation.

Personal Days. Employees in the bargaining unit shall be granted two (2) personal leave days each calendar year with pay for the purpose of handling personal and private business. Personal unused days shall be added to sick leave.

ARTICLE NO. XXII WORKERS COMPENSATION

Section 1. Each employee shall be covered by applicable Michigan Worker's Compensation Laws and as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report that injury immediately to his or her supervisor. If necessary said employee shall report to a physician.

Section 2. In the event an employee is injured or becomes ill during the first fifty-two (52) week period of time that the employee is entitled to worker's compensation benefits, the employee shall also receive supplemental compensation from the Employer. The supplemental compensation will be determined by subtracting the employee's worker's compensation benefits from the employee's normal net take-home pay, the supplemental compensation will equal 100% of the difference between the employee's worker's compensation benefits from the employee's take-home pay.

The Employer shall pay an employee on worker's compensation, his net take-home pay during the period of time the employee is entitled to receive supplemental compensation benefits and require the employee to endorse the worker's compensation checks to the Employer.

Section 3. Supplemental compensation shall be continued for a maximum of fifty-two (52) weeks after which time any request for an extension shall be referred to the City Superintendent for review and decision.

Section 4. Until such time worker's compensation applies the employee shall be paid at his regular rate of pay.

ARTICLE NO. XXIII HOLIDAYS AND HOLIDAY PAY

Section 1. Employees shall be granted the following Holidays:

Full Holidays

Day before New Years Day	Thanksgiving Day
New Years Day	Day following Thanksgiving Day
Martin Luther King Day	Presidents Day
Memorial Day	Day before Christmas
July Fourth	Christmas Day
Labor Day	Good Friday

Section 2. Holiday Pay

Employees shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays whether he works on those days or not.

If an employee works on any of the specified holidays in paragraph 1 of this section, he shall be compensated at one and half (1 1/2) times his regular rate of pay for that day.

ARTICLE NO. XXIV VACATIONS

Section 1. Members of the unit shall be granted paid vacation leave as follows:

- (a) after one (1) year of employment (5 days
- (b) after two (2) years of employment (7 days
- (c) after three (3) years of employment (10 days

(d) after five (5) years of employment 15 days

(e) after ten (10) years of employment 20 days

All requests shall be in writing at least thirty (30) days in advance, unless otherwise allowed, and subject to the approval of the Chief of Police or his designee. Vacation requests will be considered according to seniority.

Section 2. Probationary employees shall have obtained one (1) year seniority to be eligible to take a vacation - on completing probationary period, such vacation days earned shall be from the employee's date of hire. Thereafter on a year-to-year basis as provided in Section 1.

ARTICLE NO. XXV UNIFORMS

Section 1. The Employer will provide each employee with the uniforms and equipment on a need basis as approved by the Chief of Police.

Section 2. The Employer will provide each employee with one second-chance vest.

Section 3. The Employer shall furnish the employee with a shoe or boot allowance in the amount of \$45.00 each calendar year upon proof of purchase.

Section 4. Cleaning and Pressing. The Employer shall pay for uniform cleaning and pressing (1) jacket-ties-hats, each calendar month on presentation of a paid receipt. Additionally the employer shall pay for the cleaning and pressing of 2 pair of pants and 2 shirts weekly.

ARTICLE NO. XXVI LONGEVITY

Section 1. Longevity pay will be paid to all employees according to the following schedule based on the years of service, payable on the employees anniversary date of hire.

Begin four through six years	\$600.00 each calendar year
Begin seven through ten years	\$700.00 each calendar year
Begin eleven years and over	\$900.00 each calendar year

ARTICLE NO. XXVII TRAINING AND TARGET PRACTICE

The City shall furnish each employee with ammunition for training and target practice each month, providing budgetary limits permit, 60 rounds target ammunition.

ARTICLE NO. XXVIII INSURANCE PLANS

Section 1. The Employer shall provide and pay for full family traditional Master Medical 4 Michigan Blue Cross/Blue Shield Hospitalization Insurance with 50/100 deductible. 90/10 co-pay and \$3.00 prescription drug rider. See attached document.

Section 2. The Employer will provide and pay for Life Insurance for each employee in the amount of a \$10,000.00 policy.

Section 3. The Employer shall provide and pay premium on false arrest insurance for each employee in the amount of \$500,000.00 per incident with \$1,000,000.00 cap.

Section 4. Effective March 1, 1996, the Employer shall provide optical and dental expenses incurred by the employees and

family, upon presentation of a receipt for a bill evidencing same, in the amount of \$325.00 during the March 1, 1996 - February 28, 1997 contract year; that effective March 1, 1997, the amount shall be \$350.00 for the contract year commencing March 1, 1997 and ending February 28, 1998; that effective March 1, 1998, the amount shall be \$375.00 for the contract year commencing March 1, 1998 and ending February 28, 1999.

ARTICLE NO. XXIX RETIREMENT

Employees shall be covered by the Michigan Municipal Employees Retirement System C1N Plan from March 1, 1993 to February 28, 1994. Plan B2 becomes effective March 1, 1994. The employee will contribute 5% of his/her gross pay to the retirement, with the remainder being contributed by the Employer. The Plan B2 becomes effective March 1, 1994 with F55-25 Rider effective March 1, 1995.

ARTICLE NO. XXX OUTSIDE EMPLOYMENT

No employee of the "Department" shall engage in outside employment unless prior approval has been granted, in writing, by the Chief of Police.

ARTICLE NO. XXXI UNIT EMPLOYEE RIGHTS

Section 1. Provision for Legal Counsel.

Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence and/or acts of the employee in the performance of his

duties and while in the course of his employment and while acting within the scope of his authority, the employer will pay for, engage in, or furnish the services of an Attorney to advise the officer as to the claim, to appear for, and to represent the employee in the action provided that exempt from application of this provision is any conduct or action of an officer who is under the influence of intoxicants or drugs.

Section 2. The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgement for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his employment and while acting within the scope of his authority, the Employer will indemnify the officer, pay, settle or compromise the judgement. Provided, that exempt from application of this provision, is any conduct or action of an officer who is under the influence of intoxicants or drugs. The Employer will make the selection of the Attorney or Attorneys to represent officers in any particular matter and allow the individual employee to object to the selection if he has cause.

ARTICLE NO. XXXII REPLACEMENT OF DAMAGED OR DESTROYED PERSONAL PROPERTY

Section 1. The Employer agrees to repair or replace any damaged or destroyed officer's personal property, provided, however, such damage or loss was incurred in the line of duty,

provided that the Employer agrees to repair or replace damaged jewelry in the amount of the purchase price if less than \$50.00 but no greater than \$50.00. With exception of firearms and/or eye glasses, which shall be repaired or replaced in total cost by the Employer.

Section 2. The burden of proof of such damage must be carried by the officer. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Chief of Police.

ARTICLE NO. XXXIII WAGES AND SALARIES

Section 1. Classification Wage Scale effective on date of Agreement.

	1996	1997	1998
Starting rate	10.41	11.03	11.69
Rate after six months (6)	10.85	11.50	12.19
Rate after twelve months (12)	12.60	13.36	14.16
Rate after 3 years	12.76	13.53	14.34

Allowance for afternoon and night shift:

If the employee's shift begins between 3 p.m. and 11 p.m. the employee shall receive .15 shift premium for that shift. If the employee works 4 or more hours between 11 p.m. and 7 a.m. the employee will receive .20 shift premium for the entire 8 hour shift.

ARTICLE NO. XXXIV PROMOTIONAL PROCEDURES

Whenever a vacancy occurs in the command structure, excepting the position of Chief of Police, and Employer deems it necessary to fill said vacancy, the following procedure shall be instituted.

Notice of examination and position to be filled shall be posted within the Sandusky Police Department for a period of fifteen (15) days prior to the examination date.

Applicants shall have a minimum of two (2) years experience as patrolman to apply. Subjects to be covered shall be listed and shall relate to police field.

Step One: Written examination 70%

Step Two: Oral examination 30%

100%

Step Three: One (1) point shall be given employee for each two (2) years of seniority or fraction thereof.

Step Four: Oral interview board shall be made up of three (3) persons of another police agency or related field above the rank for which test is being given. Oral interview shall be within fifteen (15) days after written.

Step Five: Each employee shall have the right to review his examination for a period of three (3) days after written examination has been checked.

Step Six: Each employee shall file applications with Sandusky Police Department.

Step Seven: Promotional list shall be certified and promotional list shall be valid for a period of two (2) years.

ARTICLE NO. XXXV SEPARATION OF EMPLOYMENT

Section 1. If an employee leaves the Police Department through discharge, or resignation he shall be compensated for all unused vacation days, and longevity pay due to termination date.

Section 2. In the event of the death of the employee Section 1 shall apply with such compensation being paid to the employees immediate family.

ARTICLE NO. XXXVI BULLETIN BOARDS

Section 1. The Employer shall provide space on bulletin boards at the Sandusky Police Department for the posting of notices, information, etc., by the Union and provide the Chief of Police a copy of the notice before posting. Postings of a derogatory nature shall be prohibited.

ARTICLE NO. XXXVII HUMANITARIAN CLAUSE

Should an employee covered by this Agreement become physically handicapped temporarily to the extent that the employee cannot perform his/her regular position, the Chief of Police or his designee shall make every effort to place the employee in a position he or she is physically able to perform.

ARTICLE NO. XXXVIII VALIDITY

Section 1. In the event that any section or article of this Agreement shall be declared invalid or illegal, such declaration

shall in no way affect the validity or legality of the other sections or articles.

ARTICLE NO. XXXVIX NO STRIKE CLAUSE

During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in a strike.

ARTICLE NO. XL AMENDMENTS

Section 1. It is understood and agreed that this Agreement may be amended or modified upon mutual agreement between the City of Sandusky and the Union.

ARTICLE NO. XLI SAFETY

Section 1. Employees shall not be required to work with non-certified persons during tour of duty.

Section 2. The Employer shall maintain all police vehicles and other equipment in a safe condition. When a defect occurs in a vehicle or other equipment, the vehicle equipment shall be removed from service until defect has been repaired. Employees shall not be required to use defective vehicles or other equipment.

Example:

vehicle front ends	vehicle radios
tires	Walkie Talkies
brakes	

ARTICLE XLII EDUCATION

Section 1. Education Leave If an employee upon approval of the Employer, attends college and takes police related courses, the City agrees to reimburse the employee upon proof of completion of the course and of proof of obtaining a grade of (C) or better and provided that it does not interfere with the employee's normal work schedule.



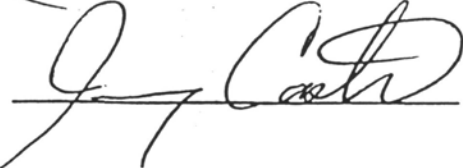
ARTICLE XLIII TERMINATION

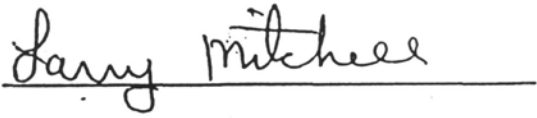
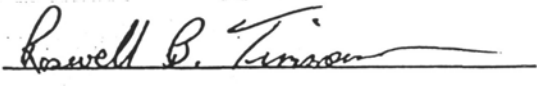
Section 1. THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE March 1, 1996 AND REMAIN IN FULL FORCE AND EFFECT THROUGH February 28, 1999. THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR UNLESS EITHER PARTY SHALL NOTIFY THE OTHER IN WRITING NOT LESS THAN NINETY DAYS PRIOR TO ITS EXPIRATION OF THEIR DESIRE TO MODIFY, ALTER OR TERMINATE THE AGREEMENT UPON ITS EXPIRATION. IF WRITTEN NOTICE OF DESIRE TO MODIFY, ALTER, AMEND OR CHANGE THIS AGREEMENT IS GIVEN, ALL TERMS AND PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE PERIOD OF NEGOTIATIONS AND SUCH TIME A NEW RETROACTIVE (retroactive applying to wages only) AGREEMENT HAS BEEN REACHED AND SIGNED.

Section 2 - IN WITNESS WHEREOF, THE UNION AND THE EMPLOYER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN THEIR NAMES BY THEY DULY AUTHORIZED REPRESENTATIVES THIS _____ DAY OF _____ 1996.

POLICE OFFICERS LABOR COUNCIL

CITY OF SANDUSKY

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City of Sandusky
14663/003
Blue Cross and Blue Shield
Basic Certificates and Riders

Certificate/Rider	Number	Benefit Description
Comprehensive Hospital Care Certificate	0959	Provides basic hospital services, covered at 100% of the Blue Cross Blue Shield approved amount, when received by participating hospitals or approved facilities. Coverage includes: <ul style="list-style-type: none"> • 120 inpatient days for general medical conditions • 30 inpatient days for mental health care • Inpatient hospital services • Outpatient hospital care
Rider D45NM, Increased General Medical and Mental Health Care Days	2288	Increases the number of inpatient hospital days to 365 days for general medical conditions and 45 days for mental health care.
PSG, Professional Services Group Benefit Certificate	1879	Provides basic medical and surgical care covered at 100% of the Blue Cross Blue Shield approved amount. Coverage includes: <ul style="list-style-type: none"> • Unlimited visits for general medical conditions • 45 medical visits for mental health care • Surgical services including surgical and anesthesia • Obstetrical care - delivery only • Laboratory, pathology, and radiology services with a member liability of \$5 or 10% (whichever is greater) per test
Rider ASFP, Ambulatory Surgical Facility Program	5821	Extends benefits to cover outpatient surgery performed in Blue Cross Blue Shield-approved freestanding facilities.
Rider CNM, Certified Nurse Midwife	6600	Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or Blue Cross Blue Shield approved birthing center. Pre- and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage.
Rider CNP, Certified Nurse Practitioner	3687	Allows payment to participating Certified Nurse Practitioners for services covered by your group health plan when provided in any location except a hospital inpatient setting.
Rider COB-3, Coordination of Benefits	0540	Coordinates the benefits provided by Blue Cross Blue Shield with benefits available to a member under another health benefit plan.
Rider ESRD, End Stage Renal Disease	5423	Clarifies when Blue Cross Blue Shield benefits for hemodialysis and peritoneal dialysis are available for members with End Stage Renal Disease (ESRD).

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Rider FC, Family Continuation	4655	Allows members to continue group coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met. The member is responsible for the additional charge per family continuation member.
Rider GCO, Group Continuation Option	9770	Clarifies a member's eligibility rights to continue group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
Rider GLE-1, General Limitations and Exclusions	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider HCB-1, Hospice Care Benefits	7021	Adds hospice care benefits for terminally ill individuals when certain conditions are met and services are provided in an approved hospice program.
Rider HMN, Hospital Medical Necessity	5227	Establishes the criteria Blue Cross Blue Shield uses to define hospital medical necessity.
Rider NC, Name Change	4359	Amends existing MVF and Comprehensive Hospital Care certificate riders to amend the Professional Group Benefit (PSG) and Comprehensive Hospital Care Group Benefit certificates.
Rider Pre-100/20 Predetermination of Hospital Benefits	7107	Requires preauthorization of non-emergency inpatient hospital admissions to determine medical necessity and length of stay. Members who do not receive approval are responsible for the first \$100 of physician charges and 20% for the hospital charges denied by Blue Cross. (In Michigan, predetermination is part of our participating hospital agreement.)
Rider RAPS, Reimbursement Arrangement for Professional Services	7469	Establishes reimbursement levels for covered professional services.
Rider RDC, Reimbursement for Dental Care	3691	Establishes reimbursement levels for covered dental services.
Rider SAT-2, Substance Abuse Treatment Program Benefits	4081	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Rider SD, Sponsored Dependents	4651	Allows members to continue coverage for dependents over 19 years of age who do not meet eligibility requirements for riders FC or DC. The member is responsible for the additional charge per sponsored dependent member.
Rider SOT-PE, Specified Organ Transplants in Approved Facilities	9909	Adds transplant benefits for the liver, heart, heart-lung, lung and pancreas in Blue Cross Blue Shield-approved facilities. Requires prior approval by Blue Cross Blue Shield. Benefits not available for pre-existing conditions until the member has been enrolled for nine consecutive months.

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rider SUBRO2, Subrogation	5220	Clarifies Blue Cross Blue Shield's subrogation rights.
rider TSA, Technical Surgical Assistance	3693	Expands coverage for technical surgical assistance to include surgical procedures performed in an outpatient hospital setting.
rider XTMJ, Excluded TMJ Conditions	7103	Clarifies payable benefits for the treatment of temporomandibular jaw joint (TMJ) disorders.



Master Medical (MM) Certificates and Riders

Certificate/Rider	Number	Benefit Description
Master Medical Certificate Option IV	4794 (IV)	Provides additional benefits for services not covered under the basic plan up to a lifetime maximum of \$1 million per member. Benefits are subject to a \$50 per member or \$100 per family deductible each calendar year. Members are also responsible for a 10% copay for general medical services and a 25% copay for outpatient mental health care and private duty nursing.
Rider MMC-PD, Prescription Drugs	4786	Excludes coverage for prescription drugs under the Master Medical certificate.
Rider MMC-XTMJ, Excluded TMJ Conditions	7106	Clarifies payable benefits for the treatment of temporomandibular jaw joint (TMJ) disorders.
Rider RAPS-2, Reimbursement Arrangements for Professional Services	7057	Establishes reimbursement levels for covered professional services



Prescription Drug Coverage Certificates and Riders

Certificate/Rider	Number	Benefit Description
Additional Rx Plan Certificate	3261	Provides benefits for federal and state-controlled drugs, injectable insulin and needles and syringes payable at 100% of the Blue Cross Blue Shield approved amount, minus the member's copay when obtained from a Traditional Rx panel provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.
Rider PD-CR, Prescription Drug Copayment Requirement		Establishes a \$3.00 copay requirement for the Preferred or Traditional Rx Plan certificate.
Rider PD-MAC, Maximum Allowable Cost	5013	Requires the dispensing of generic equivalent drugs. Brand name drugs will be dispensed only under the following circumstances: <ul style="list-style-type: none"> • If the physician indicates "Dispense As Written" (DAW) on the prescription; and • If the member requests a brand name medication. In such cases, the member pays the additional cost for the brand name drug.



Supplemental Coverage Certificates and Riders

Certificate/Rider	Number	Benefit Description
Blue Cross Complementary Group Benefit Certificate	2017	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare to 365 days.
Rider GCP-D, Extended Days	2014	Increases the maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Blue Shield Complementary Option 1	0738	Works with group health care programs to supplement Medicare Part B (professional) benefits. Covers the Medicare Part B deductible, 20% coinsurance for general services, and 50% coinsurance for outpatient mental health care.
Rider GPC-SAT-2; Substance Abuse Treatment Program Benefits	4087	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Master Medical 65 Certificate (MM65)	2258	Provides additional benefits for services not covered under the basic Supplemental plan. Benefits are subject to a \$100 per member deductible each calendar year. Members are also responsible for a 20% copay for general medical services and a 50% copay for private duty nursing. There is a \$2,500 per year or \$5,000 lifetime maximum for additional benefits. Additional benefits are limited to \$2,500 per member per calendar year up to a lifetime maximum of \$5,000.
Rider MM65-AL, Additional Limitations	1013	Excludes reimbursement of any member liability or copays required under the member's basic certificate.

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed to the laws of the State of Michigan.