

3906

7/1/2000

AGREEMENT  
between  
CITY OF SCOTTVILLE  
and  
POLICE OFFICERS LABOR COUNCIL

7-1-97 to 7-1-2000

*Scottville, City of*

## TABLE OF CONTENTS

	ARTICLE	PAGE
Agreement	1	1
Recognition	1	1
Management Rights	2	2
Limitation of Authority	3	3
Extra Contract Agreements	4	3
Discharge and Discipline	5	4
Arbitration and Grievance Procedure	6	4
Wages	7	5
Seniority	8	5
Maintenance of Standards	9	6
Absence	10	6
Hours of Work and Overtime	11	7
Funeral Leave	12	8
Sick Leave	13	8
Holidays	14	8
Vacations	15	9
Hospitalization, Insurance and S&A Policy	16	10
Loss or Damage	17	10
Military Service	18	10
Worker's Compensation	19	11

Paid For Time	20	11
Uniforms and Equipment	21	11
Expense Reimbursement	22	11
Outside Employment	23	11
Residency	24	12
Separability and Savings	25	12
Pension	26	12
Termination of Agreement	27	12
Letter of Understanding	14	
Letter of Understanding	15	
Schedule "A"	16	

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the City of Scottville, Michigan located at Scottville, Michigan, party of the first part and hereinafter termed the "Employer", and the Police Officers Labor Council, located at 667 E. Big Beaver, #205, Troy, MI, 48083, party of the second part, and hereinafter called the "Union".

### ARTICLE 1

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for the employees, as defined in Section 2 of this Article, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement pursuant to the provisions of Act 379 of the Michigan Public Acts of 1965, as amended.

Section 2. The collective bargaining unit shall be composed of all police officers employed by the City of Scottville, excluding the Chief of Police.

Section 3. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither Party shall exert any pressure or discriminate against an employee as regards such matter.

- A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with grant of equal benefit contained in this Agreement.
- B. In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continue employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date of the execution of this

Agreement, whichever is later and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- C. If any provision of this Article is invalid under Federal Law or the State of Michigan such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 4. The Employer agrees to deduct from the pay of each employee, all dues and initiation fees of the Police Officers Labor Council and pay such amount deducted to said Police Officers Labor Council for each and every employee, provided, however, that the Union represents to the Employer, authorizations signed by each employee allowing such deductions and payments to the Union.

Section 5. A new employee shall work under the provisions of this Agreement but shall be employed only on a one (1) year trial basis, during which period he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After one (1) year, the employee shall be placed on a regular seniority list. In case of discipline within the one (1) year period, the Employer shall notify the Union in writing.

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement, the City of Scottville, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibility to control, supervise and manage the City of Scottville. In order to conduct its business efficiently, the City of Scottville shall have the following rights:

1. to promulgate rules, policies and regulations governing conduct of employees and to require their observance
2. to direct and control work forces
3. to hire, promote, demote, discharge and discipline employees for just cause
4. to make temporary job assignments necessary to insure the efficient performance of work
5. control the use of vacations so as not to jeopardize the function of the employer

6. to establish and direct location and methods of work, job assignments and work schedules
7. to maintain order and efficiency, to determine the hours of work including starting and quitting time, length of work week
8. to accomplish the reduction of the work force for efficiency purposes
9. to decide on the nature of materials, supplies, equipment or machinery to be used and the price to be paid.

Section 2. All other rights of the City of Scottville are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

### ARTICLE 3

#### LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, of the Michigan Public Acts of 1965, as amended, and the Union shall not be liable for such act.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article VII, of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

### ARTICLE 4

#### EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affect wages, hours, or working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 5

### DISCHARGE AND DISCIPLINE

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and Steward, except that no warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is dishonesty, drunkenness, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job. The Employer may, but is not required to, give more than one warning notice. The warning notice as herein shall not remain in effect for a period of not more than eighteen (18) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. An request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) working days and the decision reached within fifteen (15) working says from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall be taken up as provided for in the Grievance Procedure.

## ARTICLE 6

### ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the Parties to settle such promptly through the following steps:

- STEP 1. The aggrieved employee shall reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) working days of the alleged grievance. The grievance shall be presented to the Chief of Police. The Chief of Police shall give a written answer to the grievance within ten (10) working days after receipt of the grievance.
- STEP 2. If the answer from the Chief of Police is unacceptable, the aggrieved employee

and the Union may submit the grievance to the City Manager within ten (10) working days after receipt of the Chief's answer. A hearing between the Union and the Employer shall then be held within ten (10) working days after submission of the grievance to the City Manager. The City manager shall answer the grievance within ten (10) working days after the hearing is held.

STEP 3. If the answer from the City Manager is unacceptable, the Union, within thirty (30) working days, may file for arbitration in accordance with the procedures of the Federal Mediation and Conciliation Service.

Section 3. The arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement. Arbitration costs shall be equally shared by the Parties.

Section 4. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee, employees, the Union and the Employer.

Section 5. Extensions of time limits may only be made by a written agreement, signed by the Union and the Employer.

Section 6. Working days are days other than Saturday, Sunday and paid holidays.

## ARTICLE 7

### WAGES

Attached hereto and marked Schedule "A", is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

## ARTICLE 8

### SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and rehiring of laid off personnel, the particular work performed by said employees could be considered an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. The



list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall be broken only by discharge or voluntary quit; or layoff for a period of more than two years.

Section 4. In the event of a layoff, an employee shall be given two (2) weeks notice. An employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all employee status under this Agreement.

Section 5. No full-time employee shall be laid off while any part-time, temporary, seasonal, etc., employee is performing bargaining unit work. In the case where a full-time employee is laid off, that employee shall have the preference to any available part-time employment, based on part-time benefits.

Section 6. An employee in a classification subject to the jurisdiction of the Union who has been in the past, or will be in the future, be promoted to any supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of the promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

## ARTICLE 9

### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

## ARTICLE 10

### ABSENCE

Section 1. An employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for

thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. During the period of absence the employee shall not engage in gainful employment unless permission is given by the Chief of Police and the City Manager. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of a proven sickness, disability, or injury, shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of persons affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

Section 1. The work schedule of police officers shall be the responsibility of the Police Chief. Employees shall exercise their shift preference by seniority.

Section 2. The regular work day for employees shall be eight (8) consecutive hours per day. The regular work week for employees shall be forty (40) hours per week. All employees covered by this Agreement shall be guaranteed forty (40) hours work or pay, Sunday through Saturday.

Section 3. All on duty officers shall be allowed two (2) paid fifteen (15) minute breaks per shift. One (1) break before lunch and one (1) break after lunch. Officers shall be subject to call during break periods.

Section 4. All hours worked in excess of the regularly scheduled work day shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay. For the purposes of computing overtime, all approved absences shall be considered as time worked. Officers may, in lieu of paid overtime, request compensatory time off. Such requests for compensatory time shall be approved by the Chief of Police.

Section 5. All available overtime shall be offered to full time employees first. If refused, the overtime can then be offered to non-bargaining unit personnel. Scheduled time off and sick leave time may be offered to non-bargaining unit personnel.

Section 6. An employee called back to work outside their regular scheduled hours shall be compensated at the rate of time and one-half (1½) for all hours worked. An employee required to appear in court outside of their regular scheduled hours shall be compensated at the rate of time and one-half (1½) for all hours spent in court.

ARTICLE 12  
FUNERAL LEAVE

Section 1. Employees shall receive the time required to attend the funeral, not to exceed five (5) days for spouse, child, not to exceed three (3) days for parent, brother, sister, mother-in-law, father-in-law, or relative living in employee's household, not to exceed one (1) day for grandparent. Employees shall receive a regular full day's pay for the above funeral leave for each day of leave.

Upon approval of the Chief of Police, employees may receive up to four (4) hours of time off, with pay, to attend the funeral of a relative or close friend. This time will be charged against the employee's sick time.

ARTICLE 13  
SICK LEAVE

Section 1. Employees shall receive one (1) day of sick leave for each month worked. Employees can accumulate up to one hundred eight (108) days of sick leave.

Section 2. Charges against sick leave will be on an hourly basis determined by use. Illness of more than three (3) consecutive days may require a doctor's certificate.

Section 3. Where an employee is injured on the job and receives Worker's Compensation, the City will make up the difference between compensation payments and a normal's day pay and charge the equivalent amount of sick leave against the employee's accumulated sick leave.

Section 4. Upon death, retirement, or voluntary termination of employment status with over ten (10) years of employment, employees shall be paid for two-thirds (2/3) of all accumulated sick days not to exceed twenty-five (25) days.

ARTICLE 14  
HOLIDAYS

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

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter Sunday	December 24
Memorial Day	Christmas Day
Fourth of July	December 31
Labor Day	

Section 2. Employees who are scheduled to work on any of the above holidays shall be paid at the

their regular rate of pay plus an additional twelve (12) hours of pay. At the option of the Police Chief, City Manager, the additional twelve (12) hours of pay can be taken as compensatory pay.

Section 3. Employees who are not scheduled to work on the above holidays shall receive eight (8) hours of pay.

Section 4. To be eligible for holiday credits, an employee shall have worked their scheduled work day immediately preceding and immediately following any paid holiday, except in case of approved absences.

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

## ARTICLE 15 VACATIONS

Section 1. Employees shall earn annual vacation leave with pay based on the following schedule:

After one (1) year of service	1 week
After two (2) years of service	2 weeks
After seven (7) years of service	3 weeks
After sixteen (16) years of service	4 weeks
After twenty (20) years of service	5 weeks

Section 2. Each week of vacation shall be equal to the weekly guarantee.

Section 3. Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of the Employer and the Union.

Section 4. The Employer shall have the right to determine vacation leaves so that such vacation leaves shall not interfere with the efficient operation of the Employer.

Section 5. Combining vacation leave and compensatory time off shall be allowed by the Chief of Police, and City Manager.

Section 6. Requests for vacation leave shall be granted according to seniority.

Section 7. Any employee who has earned vacation leave and is separated from employment before taking it, shall be paid the amount earned at the time of separation.

Section 8. Vacation will be taken and granted on years beginning and ending on the employee's date of hire and may not be carried over from year to year except in extenuating circumstances as approved by the Chief of Police and City Manager.

ARTICLE 16  
HOSPITALIZATION, INSURANCE AND S & A POLICY

Section 1. The Employer agrees to provide health insurance for all full-time employees at the Employer's cost. Such insurance shall be defined as Blue Cross/Blue Shield Plan MVF-1, with rider FAE-RC, Catastrophic Master Medical Benefits (Option 1), Prescription Drug Program (\$3.00 to be paid by the employee), life insurance \$15,000 for employee, \$2,500 for spouse, \$1,000 for dependent children, Accidental Death and Dismemberment coverage, fully paid by the Employer. Effective July 1, 1993, life insurance will be increased to \$20,000.

Section 1 A. The Employer shall have the option of offering an equal or greater coverage of the insurance mentioned above through other companies.

B. Effective January 1, 1998 any increases in the cost of the hospitalization insurance shall be split between the City and the employee. The maximum cost to the employee shall be thirty-five dollars (\$35.00) per month. The Employer agrees to establish an IRC 125 for these deductions.

Section 2. The Employer agrees to provide a Sickness and Accident Policy (S&A) for all full-time employees at the Employer's cost, as attached.

Section 3. The employees shall have the option of forfeiting Blue Cross/Blue Shield Plan MVF-1, with riders FAE-RC, Catastrophic Master Medical Benefits (Option 1), Prescription Drug Program (\$3.00 to be paid by the employee) and in its place receive 50% of the monthly premium for said described benefit. The employee may return to the health insurance coverage at any time, consistent with the terms of the policy.

ARTICLE 17  
LOSS OR DAMAGE

Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown.

ARTICLE 18  
MILITARY SERVICE

The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

ARTICLE 19  
WORKER'S COMPENSATION

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

ARTICLE 20  
PAID FOR TIME

Section 1. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be the minimum.

Section 2. Employees called to work shall be allowed sufficient time, without pay, to get to the job.

Section 3. The Employer must put the employee's hours worked and hourly rate on the pay check stub.

ARTICLE 21  
UNIFORMS AND EQUIPMENT

The Employer will provide each police officer with all uniforms and proper equipment. All uniforms and equipment will be determined by the Chief of Police subject to the approval of the City Manager. The Employer agrees to provide for the dry cleaning of all uniforms for employees fully paid by the Employer.

ARTICLE 22  
EXPENSE REIMBURSEMENT

All expenses necessary and pertinent to the job of a police officer shall be provided and paid by the City. All expenses shall be determined by the Chief of Police and subject to the guidelines listed in the City's Travel Policy.

ARTICLE 23  
OUTSIDE EMPLOYMENT

Police officers have the right to gain outside employment. However, the City retains the right to require the officer to terminate the employment due to a conflict of interest and/or the hampering of the duties of an officer.

ARTICLE 24  
RESIDENCY

All new employees and current probationary employees, upon completion of the one (1) year probationary period, shall have six (6) months to reside within an area consisting of Amber, Riverton and Custer Townships and the City of Scottville.

ARTICLE 25  
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders thereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with the enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider there, or the applications of such Article or Section to persons or circumstances other those as to which has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with, which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or City for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, either Party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 26  
PENSION

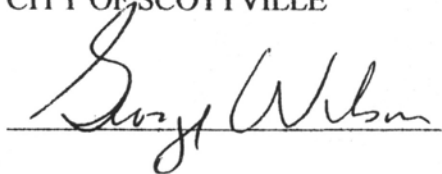
The City agrees to contribute ten percent (10%) into a Pension Plan for the employee. This results in 100% paid by the Employer. It is understood that the employees have the option of contributing up to fifteen percent (15%) in addition to the ten percent (10%) contributed to the Pension Plan by the Employer. Subject to change for I.C.M.A. The Employer's contribution shall be without deductions and the employee's contribution, if by payroll deduction, shall be made prior to deductions.

ARTICLE 27  
TERMINATION OF AGREEMENT

It is agreed between the Parties that this Agreement shall be effective July 1, 1997, and continue in full force and effect until July 1, 2000. If either Party desires to modify this Agreement, it shall give written notice within sixty (60) days of expiration date of this Agreement and negotiations for a new Agreement shall commence thirty (30) days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by July 1, 2000, this Agreement shall remain in effect until the issues are resolved by negotiations, mediation or "Act 312" Arbitration.

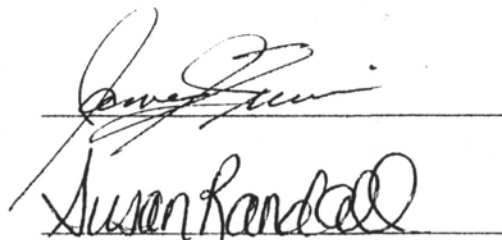
CITY OF SCOTTVILLE



George F. Wilson, Mayor

Date: June 23, 1997

POLICE OFFICERS LABOR COUNCIL



Date: 6/14/97



LETTER OF UNDERSTANDING

Use of Part-Time Police Officers. It is the intent of the Parties that part-time police officers may only be used to fill in for full-time police officers who are absent due to vacations, sickness, disabilities, funeral leave, and special events.

FOR THE CITY

*George Wilson*

Date: June 23, 1997

FOR THE UNION

*James Fin*

Date: 6/11/97

LETTER OF UNDERSTANDING

Position of Sergeant. It is agreed and understood that the Chief of Police, in conjunction with the City Manager, shall be allowed the right to appoint a member of the Scottville Police Department to the position of sergeant. Said member shall have a minimum of five (5) years of continuous full-time service with the Scottville Police Department immediately preceding the appointment.

FOR THE CITY

*Greg Weber*

Date: June 23, 1997

FOR THE UNION

*[Signature]*

Date: 6/11/97

SCHEDULE "A" WAGES

	<u>7-1-97</u>	<u>7-1-98</u>	<u>7-1-00</u>
Police Officer			
0 - 4 Years service	\$22,338	\$22,785	\$23,240
5+ Years of service	\$27,132	\$27,675	\$28,229
Sergeant	\$27,403	\$27,952	\$28,511