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7/7/2000

AGREEMENT BETWEEN THE
CITY OF ALGONAC

AND THE

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 7, 1998 through July 7, 2000

Algonac, City of



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AGREEMENT

THIS AGREEMENT, entered into this 7th day of July, 1998, between the CITY OF ALGONAC, hereinafter referred to as the "Employer" or "City" and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), hereinafter referred to as the "Union."

ARTICLE I
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City and the employees in the bargaining unit covered by this Agreement.

The parties mutually recognize that the responsibilities of both the employees and the City to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of the service to the public as provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives on all levels, among all employees.

ARTICLE II
RECOGNITION

The City of Algonac recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for employees in the following unit:

All sworn police officers, excluding the Chief of Police/Director of Public Safety.

ARTICLE III
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation or terms and conditions of employment because of such individual's age, race, color, religion, sex, national origin, marital status, familial status or handicap which is unrelated to the employee's ability to perform the job, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of age, race, color, religion, sex, national origin, marital status, familial status or handicap which is unrelated to the employee's ability to perform the job or engage in any other discriminatory acts prohibited by law.

Section 2. Harassment based on the above protected criteria is also strictly prohibited and shall not be engaged in by any employee, or by any agent of the Employer or the Union.

ARTICLE IV
REPRESENTATION

Section 1. The Employer agrees to recognize one (1) non-probationary Steward who shall be elected or selected by the Local Union from employees in the collective bargaining unit. It shall be the function of the Steward to process grievances and to assist in the administration of this Agreement as provided herein. An Alternate Steward may be selected who shall serve only in the absence of the Steward. If it becomes necessary for the Steward to leave his work in order to process a grievance, he shall first obtain permission from the Department Head or his designee. The Union shall notify the Employer in writing of the names of its Steward and Alternate Steward before they shall be recognized.

Section 2. The Employer agrees to compensate the Steward for any reasonable time lost from his regular work schedule at his straight time regular rate of pay, as the result of representation time authorized by the Department Head. The right of the Steward to leave his work during scheduled work hours is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused.

ARTICLE V
AGENCY SHOP AND CHECKOFF

Section 1. As a condition of continued employment, all full-time employees included in the collective bargaining unit, not later than thirty-one (31) days after the start of their employment with the Employer or the effective date of the Agreement, whichever is later, shall either become members of the Union or pay to the Union the dues and initiation fees uniformly required of Union members.

Section 2. The Employer agrees to deduct from the wages of its employees covered by this Agreement dues and initiation fees uniformly required by the Union, provided the Union first furnishes to the Employer an authorization for checkoff of such fees signed by the employee involved. Upon deduction, the Employer shall remit such deductions to the Treasurer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239, on or before the fifteenth (15th) day of each month. Deductions shall commence the first (1st) full month following receipt by the City Clerk of the signed checkoff authorization provided the employee shall have earned sufficient pay to cover the deduction.

Section 3. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the application of this Article.

ARTICLE VI
RIGHTS OF THE EMPLOYER

- A. Except as this Agreement otherwise specifically and expressly provides, 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 hire; determine all matters pertaining to the services to be furnished, personnel methods, and equipment required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to combine or reorganize any or all parts of its operations and their work duties and to utilize service of outside contractors; to determine the number of supervisors; to direct and control operations; to determine workloads; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance; to establish and modify work rules and procedures, to establish and change work schedules; and in all respects to carry out the lawful, ordinary, and customary functions of City Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any of the rights of management illustrated above shall be subject to the grievance procedure, excluding arbitration. All other rights vested exclusively in the Employer shall not be subject to arbitration.
- B. Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote; assign; transfer; suspend, discipline, discharge non-probationary employees for just cause; lay off and recall personnel; to make judgments as to ability and skill; however, these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, not later than Step 3 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

Section 2. Grievance Procedure. All grievances shall be handled in the following manner:

- A. Step 1. Verbal Procedure. An employee with a grievance shall, either within ten (10) calendar days of the occurrence of the incident which gave rise to the grievance or within ten (10) calendar days following the date the employee first reasonably should have known of the events giving rise to the grievance, first discuss it with his immediate supervisor, with the object of resolving the matter informally. The supervisor shall give his answer within ten (10) calendar days.
- B. Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing, signed by the aggrieved employee, and, within ten (10) calendar days presented to the Department Head or his designee who shall place his written disposition and explanation thereupon and return it to the Steward within ten (10) calendar days.
- C. Step 3. If the grievance is not satisfactorily settled at Step 2, the Steward may appeal the Department Head's decision by delivery to the City Manager ten (10) calendar days after receipt of the Department Head's disposition. Within ten (10) calendar days after the grievance has been appealed, a meeting shall be held between the representatives of the Employer and the Union. The Employer's representatives shall be the Department Head and the City Manager or their respective designees. The Union's representative shall be the Steward. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) calendar day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance and return it to the Steward within ten (10) calendar days following the meeting.

Section 3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

Section 4. Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee, or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

ARTICLE VIII ARBITRATION

Section 1. Notice of Arbitration. If the grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may request arbitration by notifying the Employer in writing within thirty (30) days after receipt of the Employer's answer in Step 3. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the City manager in writing no later than thirty (30) calendar days following the date the Employer's Step 3 answer was due. If arbitration is not so requested within these time limits, the matter shall be considered withdrawn by the Union.

Section 2. Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Each party shall alternately strike a name, with the Union striking first. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the Employer, the Union, and employees. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and other compensation of its own witnesses, representatives, and legal counsel.

Section 3. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The award of the arbitrator shall be retroactive no earlier than the date when the grievance could have been timely filed under Article VII, Section 2. Further, any back pay award shall be reduced by any and all compensation received, including unemployment compensation, the employee has received from any other sources.

ARTICLE IX
WORK STOPPAGES

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that it shall not cause, call or sanction any strike, work stoppage, sick-out, picketing, sympathy strike, boycott, slow down or other interference with the operations of the City whether in protest of a grievance, an alleged unfair labor practice or for any other reason.

Section 2. Any employee who engages in any activity prohibited by Section 1, shall be subject to such disciplinary action by the City as is appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for striking in violation of Section 1. A strike is defined as the withholding of services by one or more of the bargaining unit, in whole or in part, which is designed to effect a change in wages or other terms and conditions of employment or to protest any complaint or grievance. Any appeal to the grievance procedure shall be limited to the question of whether the Employer or employee did, in fact, engage in any activity prohibited by Section 1.

Section 3. The City agrees that it will not engage in any lockout of the bargaining unit employees during the term of the Agreement.

ARTICLE X SENIORITY

Section 1. Seniority shall be defined as the length of the employee's full-time continuous service as a police officer with the City of Algonac commencing from his last date of hire. An employee's "last date of hire" shall be the most recent date upon which he commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 2. All new employees shall be considered probationary employees for a period of twelve (12) months, without regard to the number of hours worked within the twelve (12) month period, after which time their seniority shall be as of their last date of hire. Service in a part-time or other non-unit position shall not count toward completion of an employee's probationary period. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Section 3. Employees who become employed by the City through grant funding, in whole or in part, shall not be guaranteed employment by the City upon expiration of the grant funding. Any decision by the City to hire such employees as regular employees of the City of Algonac shall be in the City's sole discretion and such decision shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

Section 4. A seniority list shall be furnished to the Union by the City at the beginning of each year.

Section 5. A non-probationary employee's seniority with the City and his employment relationship with the Employer shall terminate for the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated for just cause;
- C. He retires;
- D. He has been on layoff status or leave of absence (including sick leave or worker's compensation leave) for a period of time equal to his seniority at the time of his layoff or twelve (12) months, whichever is less;
- E. He is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days unless otherwise excused.
- F. If he makes an intentionally false statement on his employment application, on an application for leave of absence, on any official police reports or any other City document.

- G. The grant funding for an employee's positions ends and the City chooses not to hire the employee as a regular City employee.

Section 6. A seniority list shall be furnished to the Union by the City at the beginning of each year. The list shall include all law enforcement personnel covered by the Agreement.

ARTICLE XI
LAYOFF AND RECALL

Section 1. In the event that a reduction in the work force becomes necessary, the City shall determine the classifications to be affected. The employee with the lowest seniority in such classifications will be laid off, provided a more senior employee being retained has the present ability and skill to perform the work of the employee being laid off without additional training.

In the event of a need to recall laid-off employees, recall to work shall be in the inverse order of layoff, provided that the employee being recalled has the present ability and skill to perform any new or resumed work without additional training.

Section 2. Notification of recall from layoff shall be sent to employees by certified mail, return-receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who fail to respond within three (3) working days of the time set for return to work shall be presumed to have resigned and their names shall be removed from the seniority list.

ARTICLE XII
HOURS AND OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours per week. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any week. All paid time shall count as time worked for purposes of whether the employee has worked forty (40) hours.

Section 2. The work schedule will be established by the Department Head or his designee. The City reserves the right to change the work schedule and the starting and quitting times for any officer whenever necessary for the efficient operation of the City of Algonac Police Department. The City will attempt to provide as much notice as is practicable of any schedule changes.

ARTICLE XIII
OUTSIDE EMPLOYMENT

Section 1. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Department Head must be obtained before any outside employment or work is undertaken, but such approval will not be arbitrarily withheld. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer. Acceptance of other employment which is a conflict of interest or impairs an individual's performance as a law enforcement officer shall constitute just cause for dismissal.

ARTICLE XIV
LEAVES OF ABSENCE

A. Sick Leave.

Section 1. In case of illness or injury, the employee shall promptly notify his/her supervisor. Sick leave shall be allowed only when an employee is too ill or disabled to be able to work safely. Minor ailments which would not affect the health or safety of persons or property do not qualify an employee for sick leave. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, disability, including pregnancy, medical examination or treatment, dental examination or treatment, or optical examination or treatment. A certificate from the attending physician, dentist or optometrist may be required as evidence of absence before compensation is allowed. The use of sick leave is limited to applications herein and is not convertible for any other purposes.

Section 2. Each regular full-time employee shall accumulate sick leave at the rate of one (1) day for each month of service. An employee may accumulate a maximum of seventy five (75) days. No sick leave shall accumulate beyond the seventy five (75) days. Employees shall be paid one-half (1/2) of their accumulated sick bank (up to a maximum of 37 1/2 days) upon retirement or resignation from the employment of the City.

Section 3. An employee who is required to be absent from work due to serious illness in the immediate family may use accumulated sick leave benefits for this purpose. Immediate family shall be defined as spouse, child, or parent.

Section 4. Days or portions thereof lost as a result of injury on the job, where not covered by workers' compensation, shall be deducted as sick leave days until such time as workers' compensation benefits become effective. If applicable, an employee's sick leave may be used to augment workers' compensation benefits; however, sick leave payment will be limited to only the amount of difference between that received from workers' compensation and regular net pay due the employee from the City.

Section 5. No sick leave shall accumulate during a sick leave of absence of thirty (30) calendar days or more. When an employee's accumulated sick leave has been exhausted, he/she may use accrued vacation leave. After an employee has used all accumulated sick leave and accrued vacation, a written request may be made for a special leave of absence.

B. Special Leave.

Section 1. An employee may request a special leave of absence for any reason not specified elsewhere. The employee shall submit his/her request for a special leave of absence to the Department Head. The request shall then be forwarded to the City Manager for consideration and disposition.

Section 2. All special leaves of absence shall be without pay. No sick or vacation leave will accrue to an employee on a special leave of absence. Seniority will accrue during a special leave of absence, except that if an individual is on leave for a period of twelve (12)

months or the length of his seniority, whichever is lesser, such employee's seniority will be forfeited and the employee separated from service.

Section 3. If granted a special leave of absence, the employee commits to returning to work immediately at the expiration of a special leave of absence, or extension thereof, the failure to return shall be considered a resignation from City employment.

C. Bereavement Leave.

Section 1. In the event of a death in the employee's immediate family, the employee shall be excused from work without loss of pay on the days which they have been scheduled to work for up to three (3) days, providing they attend the funeral. If more than three (3) days away from the job are required, the employee may elect to use sick leave or vacation leave days for those days in excess of the three (3) days allowed.

Section 2. Immediate family shall be defined to include spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grand-child. Step relations shall also be included, provided the step-relationship began before the child reached his/her eighteenth (18th) birthday.

Section 3. Bereavement leave requests for persons not listed in this section may be taken from sick leave to a maximum of one (1) day upon approval by the employee's supervisor.

C. Military Leave.

Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes regarding reemployment upon termination of military service and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Department Head in writing as soon as the employee is notified of acceptance in military service and, in any event, no less than two (2) weeks prior to the employee's scheduled departure. A copy of an employee's orders for military service shall accompany any request for military leave.

ARTICLE XV
UNIFORMS

Section 1. Each full-time police officer covered by this collective bargaining agreement shall be entitled to an annual uniform and equipment allowance of \$450.00. Use of any portion of this allowance must be pre-approved in advance by the Department Head. With the exception of shirts, pants and shoes, any uniforms or equipment purchased with the allowance shall remain the property of the City. Each employee shall take proper care to protect uniforms and equipment and, with the exception of shirts, pants and shoes, shall return such property to the Employer upon leaving the employment of the City.

ARTICLE XVI
PROMOTIONS

Section 1. In the event the Employer determines to post a vacancy for the Sergeant classification, the applicant with the greatest skill, ability and merit will be awarded the position. Testing and evaluation criteria will be determined by the Employer and may include, but is not limited to, promotional procedures established by the Michigan Municipal League.

ARTICLE XVII
DUTY INCURRED INJURY

Section 1. All employees injured or incapacitated in the discharge of their duty shall receive pay for injuries to the extent provided for under Michigan's Workers' Compensation Law.

Section 2. All employees returning to work after injuries incurred on duty shall be capable of performing their assigned duties within the bargaining unit, and must pass a physical exam conducted at the expense of the Employer.

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. Gender. The masculine pronoun, whenever used in this Agreement, shall include the feminine pronoun, and the singular pronoun the plural, unless the context clearly requires otherwise.

Section 2. Separability and Savings. Any part of this Agreement which is held by a Court of competent jurisdiction to conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 3. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status may elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject to any arbitration proceeding. Any veteran whose grievance claim is withdrawn by the Union prior to selection of an arbitrator shall have the right to reinstate his veteran's preference claim within five (5) workdays after receipt of notice of the Union's determination to withdraw the grievance.

Section 4. Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive materials.

ARTICLE XIX
COURT TIME

Each full-time certified Police Officer will receive a minimum of three (3) hours straight time pay for court appearances provided they work 40 hours in the work week that the court time occurs. Scheduled vacation and personal leave days shall count as time worked for purposes of this Article.

ARTICLE XX
HOLIDAYS

Section 1. Holiday Pay. All regular full-time employees shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Day Before Christmas Day
- Christmas Day
- Last Four Hours of Pay –
Good Friday
- Employee's Birthday
- Day Before New Year's
Day

Section 2. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday;
- B. The employee must not be on leave of absence;
- C. The employee must not be on layoff which began more than seven (7) calendar days prior to the holiday;
- D. The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator the employee will receive the applicable holiday pay;
- E. An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay;

- F. Holidays falling within an employee's vacation period shall be paid but no additional time off shall be granted.

Section 3. Worked Holidays. Employees eligible for holiday pay who work on the holidays recognized under this Agreement, shall receive their straight time regular rate of pay for all hours actually worked, plus holiday pay, if applicable.

ARTICLE XXI
VACATION

Section 1. The vacation year for vacation purposes shall be the anniversary date of the employee's most current date of hire with the City.

Section 2. Regular full-time employees who have completed the probationary period will earn vacation with pay at the following rate:

		Annually
<u>Step 1.</u>	Less than 3 yrs. continuous service	10 days
<u>Step 2.</u>	3 to 5 yrs. continuous service	12 days
<u>Step 3.</u>	6 to 9 yrs. continuous service	15 days
<u>Step 4.</u>	10 to 13 yrs. continuous service	18 days
<u>Step 5.</u>	14 to 20 yrs. continuous service	20 days

Section 3. Vacations will be taken at a time mutually agreeable to the City and the employee; the need for services of the employee at a particular time being paramount.

Section 4. Earned vacation must be totally used in the anniversary year following the year it accrues. However, if unusual circumstances exist, vacation time may be held over for one year for a maximum two year accumulation upon written approval by the City Manager after a written request is submitted by the Department Head.

Section 5. A designated City holiday that falls during an employee's vacation leave shall not be charged as vacation leave.

Section 6. Vacation leave shall not be earned by any employee during a leave of absence or time otherwise not worked or paid, if such absence exceeds thirty (30) days in the employee's anniversary year.

Section 7. Upon termination of employment with the City, an employee shall be paid for any accumulated vacation days; payment will be made at the employee's most current rate of pay. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums, an employee is earning at the time he takes his vacation time.

ARTICLE XXII
PERSONAL LEAVE DAYS

Section 1. All regular full-time employees shall be granted two (2) personal leave days per year beginning July 1st each year.

Section 2. An employee shall not be allowed to accumulate unused personal leave days beyond one year and no remuneration shall be made for any unused personal leave days at termination of employment. Personal leave days may be taken for any purpose by at least one week notice to supervisor or appointing authority.

ARTICLE XXIII
INSURANCE

Section 1. Medical Insurance.

- A. During the term of this Agreement, the Employer agrees to pay the required premiums for individual, family and dependent coverage for participation in the City's Union Blue Cross/Blue Shield PPO Plan for all regular full-time employees, provided the employee is eligible and insurable under the City's policy. Coverage, enrollment and eligibility criteria shall be that set forth in the Employer's insurance contract.

- B. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence, other than sick leave, beyond the month in which such leave of absence or layoff commences. Premiums will be paid for employees on sick leave through the end of the month that sick leave is exhausted.

Section 2. Life Insurance. The City will provide all regular full-time employees with a Twelve Thousand Dollar (\$12,000) term life insurance policy. Coverage, enrollment and eligibility criteria shall be that set forth in the Employer's insurance contract.

Section 3. Dental and Optical Insurance. The City will provide all regular full-time employees dental and optical insurance comparable to that in effect for other union employees of the City. Coverage, enrollment and eligibility criteria should be that set forth in the Employer's insurance contract.

Section 4. The City shall have the right to select or change insurance carriers or to be a self-insurer with respect to its insurance programs, so long as the benefits are similar to those in effect at the signing of this Agreement.

ARTICLE XXIV
PENSION

Section 1. Employees in the bargaining unit will participate in a defined benefit program managed by the Municipal Employees' Retirement System (MERS). Enrollment and eligibility criteria shall be that established in the plan.

Section 2. The Employer's plan will provide for the following benefits:

- A. Benefit Program B-2.
- B. Vesting at six (6) years of credited service.
- C. Early retirement at age 55 with 20 years of service.
- D. FAC-5 (Final Average Compensation computed on the highest 60 consecutive months of earnings, divided by 5).
- E. Employees shall contribute four (4%) percent of gross wages.

ARTICLE XXV
WAGES

- A. Effective upon ratification, full-time unit employees shall receive the following salary rates:

	<i>98-99</i>	<i>99-00</i>	
	#	#	Per Hr
Date of Hire	\$26,000	\$26,780.00	12.875
After 1 yr. of service	\$28,800	29,664.00	14.262
After 2 yrs. of service	\$30,600	31,518.00	15.153
After 3 yrs. of service	\$32,400	33,372.00	16.044
After 4 yrs. of service	\$36,000	37,080.00	17.827
Sergeant	\$38,000	39,140.00	18.817

- B. The foregoing salary rates shall be retroactive to July 7, 1997, for all certified officers on the payroll as of the ratification date.
- C. The foregoing rates will be increased by three (3%) percent in the second year of the contract.
- D. Part-time police officers will be paid at the rate of \$10.00 per hour for the term of the contract. (Part-time officers will not be eligible for contractual fringe benefits.)

ARTICLE XXVI
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII
DURATION

This Agreement shall remain in full force and effect from July 7, 1998 to July 7, 2000 and year to year thereafter unless written notice is given by either party to amend, modify or terminate the Agreement at least sixty (60) days prior to July 7, 2000 or July 7th of any year thereafter. Any timely notice to amend, modify or terminate the Agreement shall have the legal effect of terminating the entire agreement as of its expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of July, 1998.

CITY OF ALGONAC

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

Marilyn S. Manning
7-28-98

James G. Ignarelli 7/23/98
B.A.
Don R. Juba 7/28/98

Mark W. Spencer 7-28-98

