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6/30/2000

AGREEMENT
BETWEEN
THE CITY
OF
CORUNNA
AND THE
POLICE OFFICER'S
LABOR COUNCIL

Corunna, City of

JULY 1, 1998 TO JUNE 30, 2000

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AGREEMENT

THIS AGREEMENT entered into this 19th day of January, 1999, between the City of Corunna, Michigan (hereafter referred to as the "Employer") and the Police Officer's Labor Council (hereafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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

RECOGNITION

SECTION 1.0-EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All full-time police officers, excluding the Chief of Police.

SECTION 2.0-AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 2.1-REQUIREMENT OF UNION MEMBERSHIP

It is understood and agreed that all present employees covered by this agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering the Agreement as determined by the Union. All present employees covered by this Agreement who on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the effective date of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All Employees covered by this Agreement, who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of thirty-one (31) days from the date of hire.

SECTION 2.2-UNION DUES OR REPRESENTATION FEE

All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by State Law, the Employer agrees to deduct from the first pay check of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary within fifteen (15) calendar days thereafter.

- 1) The union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

SECTION 3.0 - GRIEVANCE PROCEDURE

All grievances shall be handled in the following manner:

STEP I:

Verbal Procedure: If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) working days as outlined in definitions, discuss it with the Chief of Police with the object of resolving the matter informally.

STEP II:

Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Chief of Police within five (5) working days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Chief of Police or his representative shall make his/her written disposition of the grievance to the steward or his/her representative within ten (10) days of receipt of the grievance.

STEP III:

If the grievance is not settled in Step 1 or 2, the Union may, within seven (7) days after the Chief of Police's answer, request a meeting between Union Representatives and the City Manager and/or his representative to review the matter. Such meeting will be held within ten (10) working days after the date of written request and the Employer will render his decision within seven (7) working days thereafter.

Neither the Chief of Police nor the City Manager has authority to provide to any employee, economic benefits, which exceed those provided under this contract.

STEP IV-LABOR COMMITTEE

If the answer is unsatisfactory to the grievant and/or Union, the grievance shall be forwarded to the City Council Labor Committee within fifteen (15) working days of receipt of the City Manager's written answer. A meeting shall be arranged between the Union Steward, grievant and outside union representative with the Labor Committee to discuss the grievance within twenty (20) working days of receipt by the Labor Committee. The Labor Committee shall answer the grievance in writing within twenty (20) working days.

STEP V-PRE ARBITRATION-MERC

If the answer of the Labor Committee is unsatisfactory to the grievant and/or Union, the Union shall give written notice to the City Manager within twenty (20) working days of receipt of the Labor Committee's answer, of their desire to proceed to arbitration. The Federal Mediation and Conciliation Service shall be used for the selection of an arbitrator in accordance with their rules and procedures.

Prior to arbitration, the moving party agrees to submit the grievance to non-binding mediation through the Michigan Employment Relations Commission. Such request may be made by either party after the final decision in Step IV of the grievance procedure.

Such request must be made within ten (10) working days of the final decision of the Employer.

If the grievance is not resolved through the meeting with MERC mediation, the grievance may be forwarded to arbitration. If the answer of the Labor Committee is unsatisfactory to the grievant and/or Union, the Union shall give written notice to the City Manager within twenty (20) working days of receipt of the Labor Committee's answer, of their desire to proceed to arbitration. The Federal Mediation and Conciliation Service shall be used for the selection of an arbitrator in accordance with their rules and procedures.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator. The cost of any arbitration proceeding under this provision shall be shared equally by both parties.

RULES OF PROCESSING GRIEVANCES

1. Definitions

- a. A grievance shall mean a complaint or a dispute by an employee in the bargaining unit that expresses his/her belief that there is a violation of or misinterpretation of the provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known, by the employee.

- b. Working days shall mean Monday through Friday excluding holidays.
2. Time Limits - Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
 3. Withdrawal of Grievances - A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, financial liabilities shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect the financial liability.

SECTION 3.1-GRIEVANCE PROCEDURE-PAYMENT OF BACK PAY CLAIMS

No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his/her regular rate.

SECTION 4.0- DISCIPLINE AND DISCHARGE

The right to discipline and discharge employees shall remain the sole discretion of the Employer.

SECTION 4.1-DISCIPLINE-RESPONSIBILITY

Discipline is the responsibility of the Chief of Police. Discipline shall be positive, developmental and progressive in nature and shall be meted out evenhandedly. When the positive developmental and progressive discipline has not succeeded in solving the problem, further punishment, up to and including discharge may be necessary for alleged violations of department rules and regulations. Such punishment, discipline or discharge shall be imposed by the Chief of Police.

SECTION 4.2-DISCIPLINE-JUST CAUSE

All disciplinary actions shall be for just cause.

SECTION 4.3-DISCIPLINE-WRITTEN NOTIFICATION

Whenever any disciplinary action is taken against an employee, the specific charges, specifications, alleged offense, date, time, location of alleged offense shall be reduced to writing and copies shall be furnished to the employee and the Union Steward at the time the disciplinary action is taken against the employee. The Union Steward shall be present whenever any disciplinary action is taken on an employee. If the Union Steward is not available, the alternate Steward will then be called, then the Union representative, followed by a call to the Union office.

The employee and the Union Steward shall have the opportunity to meet on the employer premises immediately preceding the action taken against the employee.

SECTION 4.4-DISCIPLINE-RIGHT TO GRIEVANCE PROCEDURE

In the event an employee is disciplined, suspended or discharged, such shall constitute a case arising under the grievance procedure. An employee who receives disciplinary action may file a written grievance, which shall begin at Step II of the grievance procedure.

SECTION 4.5-DISCIPLINE-TIME FRAME

In imposing discipline, the Chief of Police will not base his/her decision upon any infraction of department rules or regulations, which occurred more than one year previously. In imposing discipline, the Chief of Police must take action within six (6) months of the date on which the infraction, which is being disciplined, occurred.

SECTION 4.6-DISCIPLINE-COUNSELING MEMOS

In imposing positive, developmental and progressive discipline, the Union and the Employer recognizes the use of counseling memos and both agree that counseling memos cannot be grieved through the grievance procedure. The Employer and the Union both agree that counseling memos will not be used by the Chief of Police in a capricious manner to intimidate or coerce employees. All counseling memos will be removed from any/all files six (6) months after they are issued.

SECTION 4.7-DISCIPLINE-FALSIFICATION OF EMPLOYMENT APPLICATION

The Employer will not impose discipline on an employee for falsification of her/her employment application after a period of two (2) years from the date of hire, unless he/she makes an intentional false statement on his/her employment credentials, education or criminal conviction record. Bargaining unit employees hired prior June 30, 1993 shall be omitted from this section.

SECTION 5.0-PROBATIONARY EMPLOYEES-TIME FRAME/SENIORITY

New employees hired in the unit shall be considered as probationary employees for the first nine (9) months of their employment.

There shall be no seniority among probationary employees.

SECTION 5.1-PROBATIONARY EMPLOYEES-UNION REPRESENTATION

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions as set forth in Section I of this Agreement. Probationary employees are not subject to the just cause standard and they can be terminated without recourse to the grievance procedure, during the probationary period.

SECTION 5.2-SENIORITY-BASIS

Seniority shall be on a department wide basis, in accordance with the employee's last date of hire.

SECTION 5.3-SENIORITY-NON-DISCRIMINATION

Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

SECTION 5.4- SENIORITY- LOSS OF

An employee shall lose his/her seniority for the following reasons only:

1. He/She quits or retires.
2. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He/She is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exception shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure, in proper cases, exceptions may be made.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. If he/she is laid off during the term of this Agreement for a continuous period equivalent to this seniority. However, in no event will employees laid off for a continuous period in excess of two (2) years, retain seniority.

SECTION 6.0-SHIFT PREFERENCE

Shift preference shall be granted every four (4) months by seniority. Bidding periods shall be April 1st through 15th, August 1st through 15th and December 1st through 15th. Work schedules shall be posted and implemented on January 1st, May 1st and September 1st of each bidding period.

In order to be eligible for shift preference, an employee must submit his/her request, in writing, to the Chief of Police during the bidding period. Employees shall be eligible to bid on all shifts as established herein, provided, however, the Sergeant's classification shall not be entitled to shift preference as provided herein and shall be subject to the provisions of Section 17.3 as set forth.

SECTION 7.0-LAYOFF-DEFINED

The word "layoff" means a reduction in the working force.

SECTION 7.1-LAYOFF-SENIORITY

When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first. Thereafter, employees with the least seniority shall be laid off.

For purpose of this Agreement, reserve officers, auxiliary officers, seasonal officers and temporary officers shall be considered to be part-time.

- 1) If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the least senior employee in the classification to be eliminated or reduced may, in lieu of accepting layoff, exercise their seniority right to "bump" into a lower rated classification, seniority permitting, thereby displacing the least senior employee in the lower rated classification. Employees exercising their seniority right to "bump" into a lower rated classification must be able to satisfactorily perform required work without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise their seniority right to "bump" into a lower rated classification as provided herein.

SECTION 7.2-LAYOFF-NOTICE

Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Union 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.

SECTION 7.3-LAYOFF-UNION STEWARD

The Union Steward shall be last to be laid off regardless of seniority.

SECTION 7.4-LAYOFF-RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered to have quit.

SECTION 8.0-TRANSFERS-SENIORITY

If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

SECTION 9.0-PROMOTIONS-QUALIFICATIONS

Promotions within the bargaining unit shall be based on the following:

- 1) Promotions shall be on a competitive basis.
- 2) Employees must have a minimum of three (3) year's full-time uninterrupted service with the Corunna Police Department.
- 3) The employer further agrees that all full-time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:
 - Written examination 67% - Through the International Personnel Management Association and administered by the City Clerk
 - Oral examination 33% - A three-person panel will administer the oral test and score employees seeking the promotion. The panel shall consist of the Chief of Police or his designee, a designee selected by the Union, and the third member of the panel shall be selected mutually by the above two panel members
- 4) In the event of a tied score, seniority will break the tie. Promotional vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work area of the unit.
- 5) The Chief of Police shall select the person for the promotion who has the highest total score. If the employee with the highest total score turns down the promotion, the next highest scoring employee shall be offered the promotion.

- 6) The Chief of Police will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.
- 7) In the event any applicant is denied a promotion, reasons for the denial shall be given in writing to such employee's steward; in the event the applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.
- 8) Test score results shall be posted.
- 9) Upon completion of the testing procedure an eligibility list shall be established according to total test score (written and oral) and shall remain in effect for twenty-four months.

SECTION 9.1-PROMOTIONS-PROBATION

Employees promoted to a higher classification position shall be on probation for a period of twelve (12) months. During the probationary period an employee may be returned to his/her former position, if the Employer determines the performance of the employee in the position to be unsatisfactory. During the probationary period the employee may elect to voluntarily return to his/her former position without loss of seniority.

SECTION 9.2-PROMOTIONS-WORK IN HIGHER CLASSIFICATIONS

Employees required to work in a higher classification shall be paid the rate of the higher classification for all hours assigned in the higher classification.

SECTION 10.0-VETERANS-RE-EMPLOYMENT RIGHTS

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 10.1-VETERANS-EDUCATIONAL LEAVE

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, without pay, for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

SECTION 10.2-VETERANS-ACTIVE DUTY

Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their regular pay with the Department when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency, the employee would be paid the difference between their regular pay and military pay, not to exceed twenty-six (26) weeks.

SECTION 11.0-LEAVES-WITHOUT PAY

Leaves of absence without pay for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Employee illness (physical or mental; including pregnancy related)
2. Prolonged illness in the immediate family

Leaves of absence without pay for periods not to exceed six (6) months may be granted, in writing, without loss of seniority for:

1. Employees who are elected or appointed to public office.
2. Employees who are attending college on a full-time basis.

Such leaves may be extended for like causes with prior written consent of the Employer.

SECTION 11.1-LEAVES-SENIORITY

Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or a position to which his/her seniority entitles him/her.

SECTION 11.2-LEAVES-UNION CONFERENCES

Members of the Union elected to attend functions of the Union, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions not to exceed three (3) working days per year.

SECTION 12.0-UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events
2. Notice of elections
3. Notice of results of elections
4. Notice of meetings

SECTION 13.0-RATES OF NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and a rate structure. In the event the Union does not agree that the rates are proper, it shall be subject to negotiation.

SECTION 14.0-TEMPORARY ASSIGNMENTS-SERGEANT

The Corunna Police Sergeant shall be assigned and shall assume full responsibility and authority for the day-to-day operation of the Police Department upon written notification from the Police Chief or the City Manager. The Corunna Police Sergeant shall continue to be paid the appropriate wage rates as set forth in the collective bargaining agreement for the position of Sergeant during any such period of assignment to the Chief's position.

SECTION 14.1-TEMPORARY ASSIGNMENTS-IN ABSENCE OF CHIEF AND SERGEANT

In the event the Chief and the Sergeant are absent simultaneously, the City Manager may assign an existing bargaining unit employee to fill the vacancy. Such assignments shall be made on a two week, non-cumulative, rotating basis. There will be no change of shift schedule. During any such period of assignment, the employee, so assigned, will receive the Sergeant's rate of pay.

SECTION 15.0-EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classification in their departments. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each department. Overtime opportunities within the control of the Employer shall be included on the overtime equalization list. However, the posted overtime list shall not include time spent in court, court related matters or hearings.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this Section, refused time will be charged to the employee at the average number of overtime hours worked by the called in employee.

SECTION 16.0-WORKERS COMPENSATION

Each employee will be covered by the applicable Workers Compensation laws and the Employer further agrees that an employee being eligible for Workers Compensation will receive, in addition to his/her Workers Compensation, an amount of money to be paid by the Employer sufficient to make up 100% of the difference between Workers Compensation and his/her regular weekly income based on forty (40) hours, for a period not to exceed eight (8) months.

SECTION 17.0-HOURS OF WORK AND SHIFT PREMIUMS-REGULAR WORKING DAY AND EMERGENCY SHIFT CHANGE

The regular full working day for the Police Department employees shall consist of eight (8) hours per day, including a paid lunch period. Schedule, as negotiated, to be posted in advance. A four (4) hour emergency shift change may be scheduled for the purpose of establishing proper service to the community.

SECTION 17.1-HOURS OF WORK AND SHIFT PREMIUMS-WORK DAY AND WEEK, OVERTIME, ON-CALL

The regular work day shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Nothing herein shall be construed to guarantee eight (8) hours per day or forty (40) hours per week.

Overtime at the rate of time and one-half (1-1/2) the regular hourly rate shall be paid for every hour over eight (8) in one (1) day or in excess of forty (40) hours in the work week.

The determination to need an on-call employee shall be an administrative decision to be made by the City Manager. If the City Manager feels it is necessary to have an on-call employee, then that employee shall receive twenty-five dollars (\$25.00) for being on call. The employee will be paid at the over time rate for hours worked if actually called in.

SECTION 17.2-HOURS OF WORK AND SHIFT PREMIUMS-OVERTIME CALL IN

A full-time employee called for overtime duty, including department meetings, mandatory certifications or other job related functions required by the Employer, Shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2).

SECTION 17.3-HOURS OF WORK AND SHIFT PREMIUMS-SHIFT TIMES

Shifts shall be as follows:

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

The Chief of Police may assign an alternate shift schedule, which shall be filled by the Sergeant.

The Patrol Officer assigned to the 7:00 a.m. to 3:00 p.m. shift may be utilized to fill in other shifts due to absences caused by vacations, personal leave days, or sick days.

SECTION 17.4-HOURS OF WORK AND SHIFT PREMIUMS-SHIFT TRADES

Working shifts and days off may be traded as mutually agreed between the employees and with the approval of the Chief of Police. All requests to trade will be submitted in writing. The Chief's decision shall not be unreasonable.

SECTION 17.5-HOURS OF WORK AND SHIFT PREMIUMS-TWO MAN CARS

Whenever scheduling will allow, there will be two (2) men in the patrol car during the hours of darkness.

SECTION 17.6-HOURS OF WORK AND SHIFT PREMIUMS-SHIFT PREMIUMS

Employees assigned to the 3:00 p.m. to 11:00 p.m. shift shall receive fifteen (\$0.15) cents per hour, and the 11:00 p.m. to 7 a.m. shift shall receive twenty (\$0.20) cents per hour.

SECTION 18.0-SICK LEAVE

The sick leave program, as hereinafter established, has as its sole purpose, protection of employee income due to unforeseeable emergencies. Employees found to be abusing the sick leave provision of this Agreement may be subject to disciplinary action.

All police department employees of the bargaining unit shall be funded twelve (12) eight (8) hour sick days per fiscal year, non-accumulative. Sick days set forth herein may be used by the employee in the event of an illness or injury of himself/herself or a member of the employee immediate family (wife, husband, child residing at home).

At the end of each fiscal year, employees of the police department shall have the option to convert any remaining portion of their annual sick leave bank to pay or vacation at the rate of 75%. Employees shall make their requests known to the City, in writing, as soon as possible during the month of June.

Employees electing the vacation conversion option shall have any remaining portion of their sick day bank transferred by the Employer to their vacation bank on June 30th at the rate of three-fourths (3/4) day of vacation for each remaining day of sick leave. Any vacation time, so accumulated, shall remain intact until used at the employees' discretion for one year from the date of transfer.

Employees electing to be paid for the remaining portion of their sick leave bank shall make their requests known to the City, in writing, not later than the last Monday prior to and immediately

preceding the June 30th payroll. Employees shall receive payment for unused portions of their sick day bank by other than normal payroll check.

Upon an employee being absent in excess of two (2) days due to illness, the Employer may require the employee to secure a medical report regarding his/her illness from a duly licensed doctor.

Upon a bargaining unit employee's retirement or death, the Employer agrees to pay that employee or his/her estate any remaining accumulated vacation days at their current rate.

Employees presently in the bargaining unit as of June 30, 1993, shall be paid any accumulated vacation days upon their resignation.

SECTION 19.0-DISABILITY INSURANCE

The Employer agrees to provide for each member of the bargaining unit, a sick and accident insurance program that provides the following limits of coverage; sixty-six and two-thirds (66 2/3) percent of the employee's gross wage subject to any off set from Social Security Disability. Qualification Period: seven (7) days sickness-seven (7) days accident. Five (5) year coverage for sickness-to age sixty-five (65) for disability.

SECTION 20.0-FUNERAL LEAVE

An employee shall be allowed three (3) working days as leave days not to be deducted from sick leave for a death in the immediate family. Any extra days required may be allowed based on the circumstances and approval of the Employer.

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.

An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral day with pay, not to be deducted from sick leave.

An employee shall be granted up to an additional two (2) days off with pay to attend the funeral and travel time if the funeral is out of state or in excess of four hundred (400) miles from Corunna.

SECTION 21.0-HOLIDAY PROVISIONS-WORK PAY

Employees who must work on a holiday, because of the nature of their position, will be paid time and one-half (1-1/2) in addition to their regular hourly straight time pay.

SECTION 21.1-HOLIDAY PROVISIONS-NON-WORK PAY

Employees who perform no work on a holiday shall be paid for eight (8) hours at their current holiday straight time rate.

SECTION 21.2-HOLIDAY PROVISIONS-HOLIDAYS RECOGNIZED

The following holidays will be recognized for purposes of premium pay:

New Years Day	Martin Luther King Day
President's Birthday	Good Friday
Easter Sunday	Memorial Day
Fourth of July	Labor Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve Day
Christmas Day	New Years Eve Day

SECTION 21.3-HOLIDAY PAY-WORK BEFORE AND AFTER

Employees must work their scheduled day before and their scheduled days after a holiday or be on authorized leave with pay in order to be paid for the holiday.

SECTION 21.4-HOLIDAY PAY-PERSONAL LEAVE DAYS

In addition to the listed holidays, employees shall receive three (3) personal leave days for the purpose of handling personal business. All requests for personal days shall be in writing and must be submitted to the Chief of Police or his/her designated representative at least thirty-six (36) hours in advance, except in the case of emergency. This time shall be non-accumulative and may be taken in either four (4) or eight (8) hour blocks.

SECTION 22.0-COURT TIME

Employees who are required to obtain complaints and warrants, or who must validate complaints while off duty, or who are subpoenaed or directed into court, including Probate Court and official hearings during off-time hours, shall be compensated for a minimum of two (2) hours at time and one-half (1-1/2) the scheduled hourly rate or time and one-half (1-1/2) for all time spent, whichever is greater. Except when such court time becomes a part of his/her regularly scheduled work day at the beginning or end of his/her shift. The employee shall not be required to stay a minimum of two (2) hours, only the necessary time to fulfill the task.

SECTION 23.0 - LONGEVITY PAY

All regular full time employees in the active service of the Employer as of the employee's anniversary day of any year, shall be entitled to receive longevity pay for the length of continuous service with the Employer according to the following rules and schedule of payments:

- 1) Longevity pay schedule for employees hired before July 1, 1995:

Two years but less than four years	\$1,000
Four years but less than nine years	\$1,500
Nine years and thereafter	\$2,000

- 2) Longevity pay schedule for employees hired after July 1, 1995 and before July 1, 1998:

Five years but less than ten years	\$1,000
Ten years but less than fifteen years	\$1,500
Fifteen years and thereafter	\$2,000

- 3) Longevity pay schedule for employees hired after July 1, 1998:

Five years but less than ten years	\$400
Ten years but less than fifteen years	\$500

Fifteen years but less than twenty years	\$600
Twenty years and thereafter	\$700

- 4) Payments to employees for said longevity shall be on the pay date closest to December 1st of each year.

SECTION 24.0-SUPPLIES-UNIFORMS AND DRY CLEANING

The Employer shall pay for the complete cleaning of all uniforms issued by the Department and the Employer shall furnish all uniforms and equipment necessary to the proper function of police duties as prescribed below:

3-Pants (all weather)	3-Shirts long sleeve
3- Shirts short sleeve	1-Cuff case
1-Key holder/snap ring	3-Ties
1-Kel-lite (3 cell)	1-Pair of gloves
1-Winter fur cap	1-Pair all weather boots
1-Garrison hat	1-All weather convertible parka/coat
1-Spring jacket	1-Belt/black basket weave
4-Belt keepers	
1-Pair uniform shoes	

All uniform items, as described above, shall be replaced by the Employer as necessary. Before the Employer shall be obligated to replace uniform items, the employee will turn in all worn or destroyed uniform items. Short sleeve shirts will be utilized by employees from May 1 through October 1.

SECTION 24.1-SUPPLIES-AMMUNITION

The Employer will provide for each employee one (1) box of factory loaded ammunition per year in the caliber size suitable for his/her weapon. The employee will return any surplus ammunition before receiving the new ammunition. The surplus ammunition will be utilized for practice. Practice ammunition will be maintained by the Employer in an ample supply.

SECTION 25.0-VACATION-EARNED

An employee will earn credits toward vacation with pay in accordance with the following schedule:

One (1) year, but less than five (5) years service	= 15 days
Five (5) years, but less than eight (8) years service	= 18 days
Eight (8) years, but less than fifteen (15) years service	= 21 days
Fifteen (15) years, service and thereafter	= 24 days

Employees hired on or after July 1, 1998

One (1) year but less than two (2) years service	= 5 days
Two (2) years but less eight (8) years service	= 10 days
Eight (8) years but less than fifteen (15) years service	= 15 days
Fifteen (15) years or more	= 20 days

SECTION 25.1-VACATION-SELECTION

Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the police department. Senior employees will have preference for vacation selections with sufficient notice, but in any event, not less than thirty (30) days prior to the requested vacation period; except for requests for one (1) to four (4) day increments, in which case will be granted by the Chief of Police, if such request is made seven (7) days in advance of the requested day or days. One (1) day vacation may be granted at the discretion of the Chief of Police. Three (3) vacation days may be used one day at a time with five (5) days written notice.

For purposes of the Agreement, vacation selection shall be made in the time period October through March of any year and April through September of any year. Initial vacation requests shall be granted based on seniority, thereafter, vacation requests shall be granted on a first come basis regardless of seniority.

SECTION 25.2-VACATION-ONE WEEK BLOCK

A one week vacation period will be taken in a block of consecutive days, except one (1) day requested as outlined in Section 25.1. Employees will not be subject to mandatory scheduling of vacation leave.

SECTION 25.3-VACATION-WAIVED FOR PAY

A vacation may not be waived by an employee and extra pay received for work during that period.

SECTION 25.4-VACATION-WHILE ILL

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled unless the employee requests the use of sick time for the specific day(s). In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of the unused portion of his/her vacation.

SECTION 26.0-VACATION PAY-ADVANCED PAY

If a regular payday falls during an employee's vacation, he/she may receive that check in advance before going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

SECTION 26.1-VACATION PAY-UNUSED VACATION CREDIT ON TERMINATION

If an employee is laid off, retires, or quits and gives two (2) weeks notice, or the Employer severs his/her employment, he/she will receive any unused vacation credit, including that accrued in the current calendar year. In the event of a death of an employee, the unused vacation credit, including that accrued in the current calendar year, shall be paid to the employee's beneficiary. A recalled employee who received credit at the time of layoff for the current calendar year shall have such credit deducted from his/her vacation the following year.

SECTION 26.2-VACATION PAY-RATE DURING VACATION

Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 27.0-HOSPITALIZATION AND HEALTH COVERAGE-PLAN COVERAGE

The City will pay the full premium for hospitalization-medical coverage for the employee and his/her family; the plan to be Blue Cross/Blue Shield Plan S with ML, \$10.00 Preferred Prescription Drug co-pay, Dental 75-50-50-\$800 and vision, with the City reimbursing the employee quarterly on prescriptions so as the employee's out of pocket expense of prescriptions is not greater than \$5.00 per prescription.

SECTION 27.1-HOSPITALIZATION AND HEALTH COVERAGE-WHILE ON LEAVE

The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any job related injury or illness, and for up to six months on non-duty related illness or injuries (including pregnancy related issues).

SECTION 27.2-HOSPITALIZATION AND HEALTH COVERAGE-RETIREMENT

The Employer agrees to pay full premium for hospitalization-medical coverage for the employee and his/her family for all employees who are qualified for retirement under M.E.R.S. Benefit Plan in effect. The employer agrees to pay the full premium for hospitalization-medical coverage for the families of deceased employees and retirees for a period of two (2) years after said employee/retiree's death. After the two year period, said family will be offered benefits as required by state and/or federal laws. Retiree coverage to be Plan L with \$10 prescription co-pay.

SECTION 27.3-HOSPITALIZATION-MEDICAL COVERAGE DURING LAY-OFF

The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family through the thirtieth (30) day of the month following the lay-off.

SECTION 28.0-LIFE INSURANCE

The Employer agrees to pay the full premium of a \$90,000 term life insurance plan for each employee. Such coverage shall also contain a provision for accidental death and dismemberment.

SECTION 29.0-LIABILITY INSURANCE

The Employer shall furnish liability insurance, including punitive damage insurance, protecting the employees from any and all liability that arises out of and in the a course of their employment. Said insurance coverage shall include, but not be limited to, intentional torts and acts of negligence of the employee performed during his/her course of duty and shall provide if sued, the employee shall be provided with an adequate defense, and if any judgement is rendered against him/her, he/she shall be indemnified for same up to \$2 million.

SECTION 30.0-COMPUTATION OF BENEFITS

Vacation, sick leave, funeral leave, personal days, holidays and Workers Compensation shall be considered the same as hours worked for the purpose of computing overtime and benefits as covered by this Agreement.

SECTION 31.0-GENERAL PROVISIONS

The following general provisions are attached to and made a part of the Agreement.

SECTION 31.1-GENERAL PROVISIONS-MANAGEMENT RIGHTS

The Employer, on its own behalf and on the behalf of the electorate of the City, hereby retains and reserves unto itself powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

SECTION 31.2-GENERAL PROVISIONS-WORK RULES

The Employer has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing contract. New work rules must be approved by the City Manager and presented to the Union through its Steward prior to the effective date of the work rules being established, with all employees receiving copies of the work rules.

In the event the proposed work rule is in conflict with or modifies the existing contract, or in the event the work rule is unjust or unreasonable, the City Council Labor Committee shall be convened to discuss, amend or correct the proposed work rule.

All work rules established now or hereafter shall be furnished to each employee covered by the work rule and copies of work rules then in effect shall be given to all new employees upon employment.

The Employer agrees to maintain a file of established work rules. Such file shall be available to the proper Union officials.

SECTION 32.0-POLICE OFFICER'S RIGHTS-NON-POLICE FUNCTIONS

Police officers will not be required to perform any non-police functions.

SECTION 32.1-POLICE OFFICER'S RIGHTS-MANAGEMENT RESPONSIBILITIES AND POWER

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authorities, which the Employer has not abridged, delegated, or modified by his Agreement or retained by the Employer.

SECTION 32.2-POLICE OFFICER'S RIGHTS-STRIKES AND LOCK OUTS

No lock out of employees shall be instituted by the Employer during the term of this Agreement. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

SECTION 33.0-SEVERABILITY

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan.

The parties further agree that in the event of a court of competent jurisdiction rule that the Employer was without legal authority to negotiate a specific Article, Section, or portion thereof of this Agreement, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

SECTION 34.0-SAFETY AND EQUIPMENT

The City shall furnish all equipment, including cars, in a safe operating condition. An employee shall not be required to pay for damage done to any equipment unless gross negligence can be proved.

SECTION 35.0-PENSION PROGRAM

The Employer agrees to continue assumption of 100% of the cost involved in maintaining the Municipal Employees Retirement System Plan B-3 with F-50 rider. Employees hired after June 30, 1998 will be covered with the Municipal Employees Retirement System Plan C (new).

SECTION 36.0-PAY PERIOD

A regular week shall be considered as hours worked from Sunday through Saturday.

SECTION 37.0-DURATION-EXPIRATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2000.

SECTION 37.1-DURATION-AMENDMENTS/TERMINATION

If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

SECTION 37.2-DURATION-CONTINUATION

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

SECTION 37.3-DURATION-NOTICE OF TERMINATION

If notice of amendment of this Agreement has been given in accordance with the paragraphs above, this agreement may be terminated by either party on ten (10) days written notice of termination.

SECTION 37.4-DURATION-AMENDMENTS AS PART OF AGREEMENT

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 37.5-DURATION-NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Police Officer's Labor Council, 667 East Big Beaver, Suite 205, Troy, MI 48083, and if the Employer, addressed to 402 North Shiawassee Street, Corunna, MI 48817, or to any such address as the Union and the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed on the day and year first above written.

FOR THE UNION

Ray Wallace

Kim J. Williams
Kim J. Williams

Gary L. Blahnik
Gary L. Blahnik

Kevin L. Clark
Kevin L. Clark

James K. Moore

Avery Weaver
Avery Weaver, Mayor

Yvonne F. Long
Yvonne F. Long, Clerk

CITY OF CORUNNA

APPENDIX A

PAY DATE

Paychecks will be issued on alternate Fridays.

PAY SCHEDULE AS FOLLOWS:

<u>Patrol Officer</u>	<u>Eff. July 1, 1998</u>	<u>Eff. July 1, 1999</u>
Start	13.08/hour	13.47/hour
Six (6) Months	13.65/hour	14.06/hour
One (1) Year	14.37/hour	14.80/hour
Two (2) Years	14.94/hour	15.39/hour
Three (3) Years	15.40/hour	15.86/hour

The Corunna Police Sergeant will receive \$1,200 in addition to the three (3) year patrol officer rate.

If the Employer elects to fill a full-time position, it will be filled with a full-time employee.

EDUCATIONAL REIMBURSEMENT

Employees will be reimbursed for accredited college courses that comply with a college curriculum guide that is related to the employee's field of employment. The curriculum guide must be on file in the employee's personnel file. Individual classes that are related to the employee's field of employment will be reimbursed on the same basis. Reimbursement will be paid on completion of each class.

Employees will be reimbursed tuition fees (no lab or book fees) up to an Associate degree.

Employees who are receiving educational assistance from other sources shall not be eligible for reimbursement where it would provide moneys beyond actual costs.

To receive reimbursement the employee must with ninety (90) days of completion of the course: 1) submit copies of transcripts, report cards, or other proof of completion, along with receipts for all tuition; and 2) receive a grade point of 2.5 or higher or "pass" for a pass/fail course.

Employees whose employment is terminated prior to the completion of approved course work will not be eligible for reimbursement.

Any exceptions to repayment of reimbursement based on voluntary termination must be addressed by the City Council.

Maximum reimbursement is \$3,000 per employee per fiscal year.

Employees who voluntarily discontinue their employment will reimburse the employer for classes completed within the last twelve (12) months prior to termination date.

Reimbursement of 100% will be paid for class grade point of 3.0 or higher. 90% will be paid for class grade point of 2.5, but less than 3.0.

SPECIAL CONFERENCES

SECTION 1. Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon request of either party. Such meetings shall be between two (2) representatives of the Union and two (2) representatives of the Employer.

SECTION 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. The time of such meetings shall be scheduled by mutual agreement. The members of the bargaining unit shall not lose time or pay for time spent in such special conferences, nor shall they receive additional pay.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORUNNA

AND

THE POLICE OFFICERS LABOR COUNCIL

It is hereby agreed that four (4) part-time officers will be allowed to work for the Corunna Police Department. All full-time officers will be called first and given the first right to work over-time. At any time deemed necessary, either party may revoke this agreement.

FOR THE CITY OF CORUNNA

FOR THE LABOR COUNCIL

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORUNNA

AND

THE POLICE OFFICERS LABOR COUNCIL

It is hereby agreed to by the parties that the provisions of Section 7.1 contained in the Collective Bargaining Agreement pertaining to the order of lay-off shall not apply in the event that a position within the Corunna Police Department Bargaining Unit, funded by a Federal Grant, is eliminated either by action of the funding source or the City of Corunna. In that event the Employer may reduce the work force by laying off employees whose position(s) is funded under the Federal Grant before being required to lay off part-time employees.

The parties further agree that in the event a position within the Corunna Police Department, funded by the City General Fund, becomes vacant it will be offered to the employee in the grant funded position.

The Letter of Understanding will be effective January 19, 1999 and continue through the duration of the Collective Bargaining Agreement.

FOR THE CITY OF CORUNNA

FOR THE LABOR COUNCIL

Date: _____

Date: _____

LETTER OF AGREEMENT

The City of Corunna and the Police Officer's Labor Council Corunna Police Department Unit agree that a 7:00 p.m. to 3:00 a.m. shift may be utilized by the Police Department in the following circumstances only:

When a bargaining unit member is off work on their regular scheduled shift due to a paid vacation, personal and/or sick leave period.

The City and the Union agree that this agreement shall be in effect on a month to month basis with either party giving the other a twenty-four hour (24) notice in writing that they wish to conclude this Letter of Agreement.

This Letter of Agreement shall become effective January 19, 1999, and continues on a month to month basis unless a written notice is given to conclude. This Letter of Agreement shall not set a precedent for either the Union or the City.

FOR THE CITY:

_____ Date

FOR THE UNION:

_____ Date