

6/30/2001

4694

COPY

AGREEMENT

BETWEEN

CITY OF EAST JORDAN

(Police Unit)

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

East Jordan, City of

Effective April 1, 1998 through June 30, 2001

**Table of Contents
Police Union Contract**

AGREEMENT		2
PURPOSE		2
ARTICLE 1	RECOGNITION	2
Section 1.	Union-Sole and Exclusive Representative	2
Section 2.	Non Discrimination	3
ARTICLE 11	UNION AND MANAGEMENT RIGHTS	3
Section 1.	Employer Right to Manage	3
Section 2.	Union Activity Prohibited	4
ARTICLE III	PROBATIONARY PERIOD	3
Section 1.	New Hires	3
Section 2.	Promotions or Transfers	4
ARTICLE IV	GRIEVANCE PROCEDURE	5
Section 1.	Grievance Definition	5
Section 2.	First Step	5
Section 3.	Second Step	6
Section 4.	Third Step Appeal Board	6
Section 5.	Arbitration	7
Section 6.	Arbitrator's Authority	7
Section 7.	Time Limits	8
Section 8.	Grievance Meeting Times	8
Section 9.	Notice of Steward Designation	8
Section 10.	Stewards	9
Section 11.	Working Days	9
ARTICLE V	DISCHARGE AND DISCIPLINE	9
Section 1.	Just Cause	9
Section 2.	Reinstatement	10
ARTICLE VI	LEAVES OF ABSENCE	10
Section 1.	Unpaid Personal Leave	10
Section 2.	Unpaid Medical Leave	10
Section 3.	Military Leave/Draft of Enlistment	11
Section 4.	Military Leave/National Guard	11
Section 5.	Bereavement Leave	11
Section 6.	Written Application	12
Section 7.	Jury Duty Leave	12

ARTICLE VII	SICK LEAVE	13
Section 1.	Annual Allotment	13
Section 2.	Eligibility	13
Section 3.	Use of Sick Leave	14
Section 4.	Banking of Sick Days	15
ARTICLE VIII	PHYSICAL FITNESS	15
Section 1.	Medical Leave	15
ARTICLE IX	HOURS OF WORK AND OVERTIME	16
Section 1.	Normal Work Week and Work Day	16
Section 2.	Overtime Qualification and Payment	16
Section 3.	Compensatory Time	17
ARTICLE X	HOLIDAYS	18
Section 1.	Designated Holidays	18
Section 2.	Personal Days	18
ARTICLE XI	VACATIONS	19
Section 1.	Amount of Vacation Leave	19
Section 2.	Vacation Paychecks	20
Section 3.	Vacation Pay Upon Separation	20
Section 4.	Vacation Requests	21
ARTICLE XII	PERSONNEL FILES	21
Section 1.	Employee Rights	21
ARTICLE XIII	SALARY RANGES	21
Section 1.	Classifications and Rates	21
	Appendix with Wages	36
ARTICLE XIV	SEPARABILITY AND SAVINGS	22
Section 1.	Entire Agreement	22
Section 2.	Separability	22
ARTICLE XV	UNIFORMS, SAFETY EQUIPMENT & STANDARDS	23
Section 1.	Uniform Allotment	23
Section 2.	Cleaning of Uniforms	23
Section 3.	Safety Equipment and Standards	23

ARTICLE XVI	MISCELLANEOUS	24
Section 1.	Life Insurance & False Arrest Insurance	24
Section 2.	Assignments	24
Section 3.	Health Insurance	24
Section 4.	Pension	25
Section 4.1	Early Retirement Window	26
Section 5.	Dental/Optical Insurance	26
Section 6.	Employee Suggestions	26
Section 7.	Reimbursement for Negligence	27
Section 8.	Residency	27
Section 9.	Gender	28
Section 10.	Shift Assignment	28
Section 10.1.	Shift Rotation	28
Section 11.	Time Clocks	30
Section 12.	Bulletin Board	30
Section 13.	Rules and Regulations	30
Section 14.	Subcontracting	30
Section 15.	New Job Classifications	30
Section 16.	Pre-Employment Requirements	31
Section 17.	Layoff and Recall	31
ARTICLE XVII	LONGEVITY	32
Section 1.	Longevity Schedule	32
ARTICLE XVIII	STRIKES AND LOCKOUTS	32
Section 1.	No Strike or Lockout	32
Section 2.	Penalty for Strike	33
ARTICLE XIX	UNION SECURITY	33
Section 1.	Dues and Agency Fee	33
Section 2.	Check-off	33
ARTICLE XX	DURATION OF CONTRACT	34
SIGNATURE PAGE		35
APPENDIX (WAGE SCHEDULE)		36

AGREEMENT

This Agreement entered into this 5th day of January, 1999 by and between the CITY OF EAST JORDAN hereinafter referred to as the Employer and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the Union.

PURPOSE

The general purpose and intent of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I **RECOGNITION**

Section 1. Union-Sole and Exclusive Bargaining Representative

Pursuant to and in accordance with the applicable provisions of Act 379, P.A. 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all of its police officers, excluding the Chief, temporary officers and all other employees employed by the City of East Jordan.

Section 2. Non Discrimination

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of his/her race, color, creed, sex, age, marital status, nationality or political belief. Nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his/her membership or non-membership in the Union.

ARTICLE II
UNION AND MANAGEMENT RIGHTS

Section 1. Employer Right to Manage, Direct and Supervise Employees

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively with the Employer.

Section 2. Union Activity Prohibited During Work Hours

The Union agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on the Employer's property, unless authorized in writing by the Employer.

ARTICLE III
PROBATIONARY PERIOD

Section 1. New Hires.

All employees shall be probationary employees during their first twelve (12) consecutive months of employment since their last hiring date. It is understood and

agreed the probationary period may be extended by mutual written agreement between the Employer and the Union. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which time he/she has not quit, retired or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During this probationary period, the employee shall be evaluated, by the Chief of Police, in writing, and copy of each evaluation shall be furnished to the employee. During this probationary period, an employee may be laid off, disciplined or dismissed from employment without regard to his/her length of service and without recourse to the Grievance Procedure.

Section 2. Promotions or Transfers

When an employee is promoted or transferred to a different job classification within the bargaining unit or to a higher paying job classification outside of the bargaining unit, he/she shall serve a job probation in the new classification to which he/she was promoted or transferred for a period of twelve (12) consecutive months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties of the new classification. During the job probation, the employee may be removed from the new classification at any time he/she demonstrates, at the Employer's discretion, that he/she is or will be unable to satisfactorily perform the requirements of

the new classification. If an employee is so removed, he/she shall be returned to the classification he/she held immediately prior to the promotion or transfer.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2. First Step

An employee's grievance shall be submitted in writing to the Chief of Police or his designated representative. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Chief of Police or his designated representative within three (3) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which the grievance is based. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

Section 3. Second Step

If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the Union shall notify the Chief of Police in writing within five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Chief of Police or his designate shall meet with the grievant and Union representative within seven (7) working days after receipt of the request to consider the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Union representative within seven (7) working days after the date of this meeting. If the answer is satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

Section 4. Third Step Appeal Board.

If the grievance has not been resolved in the previous Steps, either the Employer or the Union may, within seven (7) calendar days after the Second Step answer has been received, move the grievance to the Appeal Board as set forth below:

Employer representatives on the Appeal Board shall consist of the City Attorney, the City Administrator and/or a designated representative selected by the Employer. Union representatives on the Appeal Board shall consist of one (1) bargaining unit employee and one (1) representative designated by the Local Union. The Appeal Board shall meet within fourteen (14) calendar days after receipt of the

above appeal notice by the non-moving party and shall render a decision within seven (7) calendar days following the Appeal Board's meeting. If unanimous, the decision of the Appeal Board shall be binding on the grievant, the Employer and the Union.

Section 5. Arbitration.

In the event the Appeal Board is unable to arrive at a unanimous decision, the Union may submit the grievance to arbitration, through the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then in effect, provided such submission is made within fifteen (15) calendar days after receipt by the Union and the Employer of the Appeal Board's decision outlined in the Third Step of the Grievance Procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the Grievance Procedure.

Section 6. Arbitrator's Authority

The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure. The decision of the Arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the Arbitrator and the applicable fees of the Federal Mediation Conciliation Service shall be shared equally by the Union and the Employer. The expenses and wages of witnesses and representatives called by the

Union shall be borne by the Union and the expenses and wages of witnesses and representatives called by the Employer shall be borne by the Employer.

Section 7. Time Limits

The time limits at any Step of the Grievance Procedure may be extended only by mutual agreement of the Union and the Employer. In the event the Union does not appeal a grievance from one Step to another or fails to reply to a grievance at any Step of the Grievance Procedure within the time limits specified, the grievance shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the Grievance Procedure within the specified time limits, the grievance shall automatically be referred to the next Step in the Grievance Procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to the Appeal Board or to Arbitration as outlined in the Grievance Procedure.

Section 8. Grievance Meeting Times

Meetings provided for in the second Step of the Grievance Procedure shall start not later than 4:00 p.m. on the day for which they are scheduled. The grievant and the Steward shall be allowed to attend the grievance meeting.

Section 9. Notice of Steward Designation.

The Union shall promptly notify the Employer, in writing, who its Steward is and of any changes in that designation.

Section 10. Stewards

The Steward shall not suffer a loss of pay from his/her regularly scheduled work for time necessarily spent investigating and meeting with the Employer in processing of grievances as provided for in the Grievance Procedure. However, the Steward shall first obtain permission from the Chief of Police prior to leaving his/her duty station to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the Chief of Police shall not unreasonably deny the Steward the necessary time off for such purposes.

Section 11. Working Days

Wherever the term "working days" is used in this Agreement, it shall be defined as those days scheduled for work between Monday and Friday, both inclusive, excluding Saturday, Sunday and all holidays recognized under this Agreement.

ARTICLE V **DISCHARGE AND DISCIPLINE**

Section 1. Just Cause

The Employer agrees that it shall not discharge or discipline any employee except for just cause. In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and believes he/she has been unjustly suspended or discharged, he/she shall be allowed to discuss his/her suspension or discharge with his/her Steward before being required to leave the Employer's property. Such suspension or discharge may constitute a case arising under the Grievance Procedure, providing a written

the necessity therefor and provided further that the employee supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3. Military Leave/Draft or Enlistment

A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable law then effective.

Section 4. Military Leave/National Guard

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders.

Section 5. Bereavement Leave

Employees who at the time have completed their probationary period shall receive eight (8) hours pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in the immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, brothers, sisters, children and grandparents.

The three (3) days above referred to shall be used in conjunction with the day of

the funeral. Employees who attend funerals that are held five hundred (500) miles or more from the City of East Jordan shall be allowed five (5) days off with pay.

Section 6. Written Application

Leaves of Absence referred to in this Article must be applied for in writing by the employee and approved in writing by his Department Head in order to preserve the employee's job rights during such leave.

Section 7. Jury Duty Leave

Should any employee be called to serve on jury duty the employee will not suffer a loss of pay and shall receive his/her regular pay for all time required for such jury duty service which occurs during the employee's regular working hours provided:

- a) the employee shall give the Employer a copy of the written notice concerning such jury duty as soon as the employee receives same from the court.
- b) the employee shall submit to the Employer all moneys, less expense reimbursement, that the employee received for serving on jury duty.
- c) the employee will be required to return to work if he/she is released from jury duty in sufficient time to return to work with two (2) or more hours remaining in the work day.
- d) that said jury duty service is actually performed.

ARTICLE VII
SICK LEAVE

Section 1. Annual Allotment

Regular full-time employees shall, effective January 1 of each year, be pre-credited with seven (7) sick leave days per year. As of the eighth day of illness or injury, an employee shall be covered by a sickness and accident insurance plan provided by the Employer.

The sickness and accident insurance plan provided by the Employer shall pay an employee from the first (1st) day of an accident and the eighth (8th) day of sickness at the rate of seventy percent (70%) of the employee's gross biweekly regular salary.

Section 2. Eligibility

In order to qualify for sick leave payments, the employee must report to the Chief of Police or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless in the judgement of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence, if the Employer once proved the employee had abused the sick leave provision. If the doctor's statement is required, the employee will be notified in writing in advance that in the future it may be required and it must state the cause for such absence, confirm the necessity therefor and, before the employee resumes his normal duties, must state that the employee is

physically able to return to and perform his/her job duties.

- (b) An employee, who makes false claim for paid sick leave, shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 3. Use of Sick Leave

Qualified employees, subject to the provisions set forth in this Article, shall be eligible for Employer paid sick leave from and to the extent of their pre-credited unused sick leave credits in the following situations:

- (a) When an employee's absence from work is due to an illness injury which is not related to work, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes stemming from his/her employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment with the Employer which is compensable under the Worker's Compensation Act; after the first day of absence necessitated thereby, he/she shall be entitled to utilize his/her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act, if any, and the amount of daily salary he would have received in his/her own job classification had he/she worked, but not to exceed the total

equivalent of which he/she would have received in daily pay on an eight (8) hour per day basis.

Section 4. Banking of Sick Days

Employees may accumulate as much as fifty (50) sick days' credit, forty-three (43) earned but not used sick days plus seven (7) days pre-credited on January 1 of each new calendar year. Upon separation of employment, the Employer will pay at one-half (1/2) the earned rate of pay for all then unused accrued sick days, except if separation is discharge for cause, in which case unused accrued sick day pay will be forfeited.

ARTICLE VIII **PHYSICAL FITNESS**

Section 1. Medical Leave

The Employer reserves the right to require employees to take a leave of absence without pay, who are not physically and mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, the employee at his/her own expense may obtain a physical examination from a medical doctor of his/her choice. Should there be conflict in the findings of the two (2) doctors, then a third doctor mutually selected by the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Employer and the Union, and the doctor's findings shall be binding on the employee, the Employer and the Union.

ARTICLE IX
HOURS OF WORK AND OVERTIME

Section 1. Normal Work Week and Work Day

The normal work week shall consist of an average of forty (40) hours and the normal work day shall consist of eight (8) hours, during which employees shall be entitled to a twenty (20) minute break period at or near the midpoint of the first half and the second half of their shift and a thirty (30) minute lunch period at or near the midpoint of their shift, as aspects of the job permit. It is understood officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on a break.

Section 2. Overtime Qualification and Payment

Time and one-half (1 1/2) an employee's regular straight time hourly rate of pay shall be paid for all approved time necessarily spent on the job (excluding in-service training) in excess of eighty (80) hours per biweekly pay period. There shall be no pyramiding of premium pay.

- (a) When an employee is called in to perform work at a time other than that for which he/she was previously scheduled, the employee shall receive not less than two (2) hours of work or two (2) hours of straight time pay, which shall count toward the overtime pay provision. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their regularly scheduled shift, but who continue to work their regular shift thereafter.

- (b) The call-in provision set forth above shall not apply to time spent as a witness in court.
- (c) When it is necessary for an employee to appear in a court, regular straight time pay, will be paid for the actual time spent in court, when said court appearance is in the City of East Jordan. When the court appearance is outside of the City, the employee shall be paid a minimum of four (4) hours of straight time pay or actual time, whichever is greater. The Employer agrees to reimburse said employees who drive their own vehicle the standard mileage as established by the Employer.
- (d) When approved in-service training is scheduled at a time other than during an employee's regularly scheduled shift, such employees shall be compensated for the time necessarily spent at a straight time hourly rate of pay and shall not include travel time to or from the designated location for said training, either after the regularly scheduled shift or on days that the employee is not scheduled to work. The Employer agrees to reimburse said employees who drive their own vehicle the standard mileage as established by the Employer.

Section 3. Compensatory Time

Employees, upon mutual agreement with the Chief of Police, may accumulate compensatory time off in lieu of overtime pay not to exceed forty (40) hours. Compensatory time off shall be as approved by the Chief of Police.

ARTICLE X
HOLIDAYS

Section 1. Designated Holidays

All employees covered by the terms of this Agreement shall receive their regular compensation for holidays designated by this contract, or parts thereof, and on any other day or parts of a day proclaimed in writing by the Employer upon recommendation of the City Administrator. The following are designated and observed as paid holidays:

New Year's Eve Day	New Year's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve Day	Christmas Day

The holiday pay period shall run from 12:00 midnight until the following 12:00 midnight and the day shall be the calendar day. In the event an employee's approved vacation leave day falls on a holiday, he/she shall receive eight (8) hours of pay at his/her straight time hourly rate for the holiday in addition to his/her vacation pay. Employees working on a holiday shall, in addition to their regular straight time rate, receive one and one-half (1 1/2) times their base hourly rate for all hours worked on the holiday.

Section 2. Personal Days

In addition to the above named holidays, each regular full-time employee shall receive two (2) personal leave days to be used at his or her discretion and with prior

approval of the Police Chief or his or her designate. Provided however, the employee shall not be required to obtain the Police Chief's approval for use of a personal day for emergency reasons. Personal days may not be accumulated or carried over from year to year.

ARTICLE XI
VACATIONS

Section 1. Amount of Vacation Leave (letter of understanding dated July 6, 1995 is incorporated, as follows:)

January 1 of each year employees shall be entitled to an amount of vacation based upon completed years of service (from date of hire), plus one (1) year and upon the schedule set forth as follows.

a) New hires shall receive a prorata amount of vacation the first January 1st following their date of hire, but shall not be eligible to use this first allocation of vacation until they have completed one (1) full year of service with the Employer.

b) Regular full-time employees who have completed one (1) full year of employment with the Employer are to be credited on each January 1st with paid vacation time as hereinafter set forth:

- (1) Employees who have completed one (1) year of service since his/her hiring date shall be entitled to one (1) week of paid vacation time (40 hours).
- (2) Employees who have completed two (2) but less than five (5) years of service since their hiring date shall be entitled

to two (2) weeks of paid vacation time (80 hours).

- (3) After the fifth year of service the employees shall be eligible for one (1) day [eight hours] of paid vacation for each succeeding year, with a maximum of 25 days of paid vacation time (200 hours)

Section 2. Vacation Paychecks

Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make a written request therefor and it is submitted with the time records of the pay period preceding the beginning of the vacation.

- (a) The Employer shall determine the number of employees who can be excused for vacation at any one time.
- (b) No vacation and/or holiday leave time shall be cumulative from year to year and no vacation pay will be paid in lieu of vacation, except in cases of extraordinary circumstances.

Section 3. Vacation Pay Upon Separation

If an employee, who is otherwise eligible for vacation with pay, retires, dies, quits or is discharged on or after the anniversary date upon which he/she qualifies for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary

date upon which he/she would have qualified for vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date. However, if an employee retires under the Pension Plan or dies prior to such anniversary date, he/she or in the later case the designated beneficiary shall receive a prorated share (as of date of retirement or death) of the vacation pay for which he/she would have qualified as of the following anniversary date.

Section 4. Vacation Requests

Requests for vacation shall be submitted at least thirty (30) days prior to the posting of the monthly duty roster during which the vacation will be taken.

ARTICLE XII **PERSONNEL FILES**

Section 1. Employee Rights

An employee shall have the right, upon written request, to receive copies of all materials placed in his/her personnel file, except privileged information such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished the employee at his/her expense.

ARTICLE XIII **SALARY RANGES**

Section 1. Classifications and Rates

The job classifications and applicable rates of pay are set forth in Appendix A

attached hereto and incorporated as a part of this Agreement by reference.

ARTICLE XIV
SEPARABILITY AND SAVINGS

Section 1. Entire Agreement

No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union. It is further understood and agreed that this Collective Bargaining Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels any other agreement, understandings and arrangements heretofore existing between the parties, including all rights, benefits and privileges existing by virtue of Public Act 78.

Section 2. Separability

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XV
UNIFORMS, SAFETY EQUIPMENT & STANDARDS

Section 1. Uniform Allotment

For the life of this Agreement, the Employer will continue its practice of providing clothing for uniformed officers, the standard issue shall be as follows:

Two (2) pairs of pants	Four (4) summer shirts
Four (4) winter shirts	Two (2) ties
One (1) hat	

In addition to the standard allotment of clothing, uniform officers may be issued on an "as needed" basis and at the discretion of the Police Chief the following:

One (1) hat	One (1) summer jacket
One (1) raincoat	One (1) rain hat
Three (3) pairs of pants	

Section 2. Cleaning of Uniforms

The Employer also agrees to continue its practice of underwriting cleaning of uniforms expense. In the event the Employer is aware that this privilege is being abused, the appropriate employee will be so advised by the Employer.

Section 3. Safety Equipment and Standards

It is understood and agreed that all equipment to be used by officers is to be in safe working order. Each officer is obligated to advise his command officer, in writing, when any such equipment fails to meet such standards.

The Employer will purchase and provide for the department, one (1) bulletproof vest, also known as soft body armor, to be worn by officers while on duty unless

directed otherwise by the Police Chief.

ARTICLE XVI
MISCELLANEOUS

Section 1. Life Insurance and False Arrest Insurance.

The Employer agrees to continue to pay the monthly premium for twenty thousand dollars (\$20,000) of group life insurance coverage for those employees who physically qualify therefor under the Employer's present plan and to provide at a minimum one million (\$1,000,000) false arrest insurance for each employee while on duty.

Section 2. Assignments.

It is understood and agreed that the assignment of employees within the bargaining unit to special positions shall be made by the Employer and that such assignments shall be made on the basis of qualifications and ability. The Employer reserves the right to reassign employees to these positions.

Section 3. Health Insurance

The Employer agrees for the life of this Agreement to provide group health insurance benefits to the extent as follows:

Blue Cross Blue Shield of Michigan, Community Blue PPO with a \$10.00
Co-Pay Prescription Drug rider, Plan 1.

Effective in April 1995 each employee shall contribute, through payroll

deduction, one-half of any increase in premium which exceeds a ten percent (10%) increase in the premium from the previous year. Such employee contribution shall be adjusted annually in July of each year based on the increase that occurred in the previous December. As an example, the employee contribution beginning in July 1998 shall be based on the change in premium from December 1997 to December 1998 and subject to the above limitations.

Section 4. Pension.

The Employer shall provide the Michigan Municipal Employees Retirement System (MERS) plan B-2, inclusive of the F55/15 waiver, for all regular employees covered by this Agreement. Employees shall make a contribution toward the cost of this plan in the amount of one-half (1/2) of the difference between the Employer's actual cost of providing the former pension plan (MERS plan C inclusive of the F55/15 waiver) and the cost of the current plan. Provided however, employee's contributions shall not exceed three percent (3%) of the employee's gross wage.

Upon an employee's retirement, the Employer shall provide, for all employees covered by this Agreement, health care insurance coverage as provided for elsewhere in this Agreement until that employee reaches age sixty-five (65).

The Employer shall pay premiums for this coverage as follows:

- a) Employees who, at the time of their retirement, are at least fifty-five (55) years of age but less than sixty-two (62) years of age and who have at

least twenty (20) years of service with the Employer; fifty per cent (50%) of the premium, not to exceed one hundred dollars (\$100.00) per month.

- b) Employees who, at the time of their retirement, are at least sixty-two (62) years of age but less than sixty-five (65) years of age and who have at least twenty (20) years of service with the Employer; one hundred per cent (100%) of the premium, not to exceed one hundred and seventy five dollars (\$175.00) per month.

Section 4.1 Early Retirement Window

For all eligible Employees, the Employer will provide an increased pension benefit for employees choosing to retire between January 20, 1999 to March 20, 1999. The increased benefit will be a MERS B-4 plan based on a three year final average compensation.

Section 5. Dental/Optical Insurance

The Employer agrees to continue to provide Dental and Optical plans and pay the full cost of premiums. Said program shall provide for benefit levels not less than other City employees.

Section 6. Employee Suggestions

It is understood and agreed that employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the Police Department and

to give their total support to new, reasonable practices and procedures implemented by the Employer.

Section 7. Reimbursement for Negligence

It is understood and agreed that an employee may be required to reimburse all or part of damage or repair cost, up to two hundred and fifty dollars (\$250.00) either by monetary payment or by deducting accrued vacation time. Any reimbursement shall be conditional on the proven negligence of the employee involved, as determined by the City Administrator, for the following offenses:

- (a) Accidents involving City-owned vehicles
- (b) Careless operation of City vehicles
- (c) Careless use or damage to City equipment, materials or property which may necessitate the repairing thereof, and;
- (d) Property damage, either public or private

Negligence shall mean the failure to do something which a reasonably careful person would do, or the doing of something which a reasonably careful person would not do, under the circumstances existing prior to and at the time the damage occurred.

Section 8. Residency

Upon signing of this Agreement, all employees covered by this Agreement shall be required to reside within the current boundaries of the East Jordan School District. Present employees who live outside the current boundaries of the East Jordan School District may continue to do so. New hires shall be given a reasonable period of time

after completion of his/her probationary period to establish residency within the current boundaries of the East Jordan School District.

Section 9. Gender

In this Agreement, words in the masculine gender shall include the feminine gender.

Section 10. Shift Assignment

The hours of each shift shall be established by the Chief of Police. Shifts may include varied hours of work within the duty rotation. Employees shall select their shift on the basis of seniority. Provided however, for purposes of orientation and training only, the Chief of Police may assign any newly hired officer who is subject to the terms of this Agreement to any established shift, irrespective of seniority, for a period of time not to exceed six (6) months from the new employee's date of hire into the bargaining unit. During the time a new employee has been assigned pursuant to the above, all remaining shifts shall remain subject to selection by seniority.

Section 10.1. Shift Rotation

Letter of Understanding Dated July 14, 1997 is hereby added to this contract as follows:

Beginning January 1, 1998, each officer represented by the collective bargaining agreement between the parties will be required to work one (1) month on the present midnight shift. Said shift will be worked in consecutive weeks and within each calendar year under the following conditions:

1. The schedule will revert and remain the same as prior to April, 1997, unless it is deemed necessary by the Chief of Police to revise the schedule

in the event that vacation time, personal leave time, or other approved leave is taken. Notice of such changes will be given at the time the schedule is posted.

2. Each officer will be required to work one (1) month of the midnight shift within each calendar year,
 - a. The one (1) month of mandatory midnights will be chosen based on seniority.
 - b. The year will be divided into quarters if the work unit consists of a five (5) man unit. If the work unit consists of a four (4) man unit, the year will be divided into thirds. The selection will take place in January of each calendar year.
 - c. The officer working the straight midnight shift would then switch shifts with the officer that is working the one (1) month of mandatory midnights.
 - d. Should vacation time, personal leave time, or other approved leave time be utilized during the one (1) month of mandatory midnights, that time taken will be worked by the part-time or seasonal officer, and will count towards the leave taker's one (1) month of obligatory midnight shift.
3. The one (1) month of mandatory midnights will become effective January 1, 1998.

Section 11. Time Clocks

The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time.

Section 12. Bulletin Board

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 13. Rules and Regulations

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement.

Section 14. Subcontracting

The Employer shall have the right to subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The Employer agrees not to subcontract any work which would result in the direct layoff of current employees employed at the time of subcontracting.

Section 15. New Job Classifications

If, during the life of this Agreement, a new job classification is created, the Employer shall establish a rate of pay and requirements therefor and shall notify the

Union of its decision. In the event the Union disagrees with the rate of pay set for said new job classification, it may file a grievance starting at the THIRD STEP of the grievance procedure. If no grievance is filed within fifteen (15) days after notification, the rate of pay thus established shall become permanent.

Section 16. Pre-employment Requirements

The Employer shall establish minimum pre-employment requirements after consulting with members of the bargaining unit which shall be applied to all personnel hired. New employees hired after the effective date hereof shall, as a condition of employment, execute an individual employment contract, which shall not be contrary to the terms and conditions specified in this Collective Bargaining Agreement.

Section 17. Layoff and Recall

In the event the Employer deems it necessary to reduce the number of officers in the Department, the senior employee(s) who, in the judgement of the Chief of Police, is best qualified shall be retained and the least senior employee shall be laid off. The Chief of Police, in making his/her decision, shall take into account the employee's evaluation reports and such other official records of the Employer. The decision of the Chief shall not be arbitrary. In recalling employees from layoff, said employees shall be recalled in the inverse order of their layoff. Employees who have been laid off twelve (12) or more consecutive months shall no longer be considered employees of the City.

ARTICLE XVII
LONGEVITY

Section 1. Longevity Schedule

Letter of understanding, dated December 3, 1995, with corrected cut-off date, is hereby inserted as follows:

Employees, who are employed on December 1 of each year, shall receive a lump sum longevity payment to be paid with the first full pay period in December of each year. Longevity payments shall be as follows:

Upon completion of three (3) years service	\$ 175
Upon completion of five (5) years service	350
Upon completion of eight (8) year service	500
Upon completion of ten (10) years service	750
Upon completion of eleven (11) years service	800
Upon completion of twelve (12) years service	850
Upon completion of thirteen (13) years service	900
Upon completion of fourteen (14) years service	950
Upon completion of fifteen (15) years service	1,000

ARTICLE XVIII
STRIKES AND LOCKOUTS

Section 1. No Strike or Lockout

The Union agrees that during the life of this Agreement, neither the Union, its

agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period, there will be no lockouts.

Section 2. Penalty for Strike

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the Grievance Procedure.

ARTICLE XIX **UNION SECURITY**

Section 1. Dues and Agency Fee

Current employees and employees hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay a representation fee equivalent to the monthly Union dues uniformly required of Union members effective thirty-one (31) days after the effective date of this Agreement.

Section 2. Check-off

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer's payroll office, the Employer will deduct from their

pay on the first pay period of each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Section.

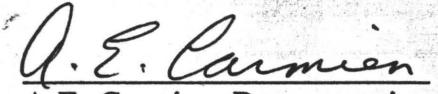
ARTICLE XX
DURATION

This Agreement shall be effective as of April 1, 1998 and shall remain in full force and effect until 2400 hours on June 30, 2001 and from year to year thereafter, unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

**SIGNATURE
PAGE**

This Agreement is signed on behalf of the respective parties this _____
day of dated below, at East Jordan, Michigan.

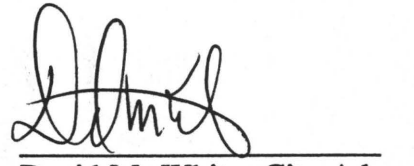
**TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214**

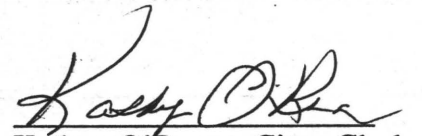

A.E. Carmien, Representative
1-26-99


Robert Christensen, Steward

Date: 1-21-99

CITY OF EAST JORDAN


David M. White, City Adm.


Kathy O'Rear, City Clerk

Date: 1-21-99

APPENDIX "A"

	<u>Effective</u> <u>4/1/98</u>	<u>Effective</u> <u>7/1/99</u>	<u>Effective</u> <u>7/1/2000</u>
Completion Two (2) Years	30,164.	31,067.	32,001.
Completion One (1) Year	29,259.	30,137.	31,041.
Start	27,459.	28,283.	29,131.

It is understood and agreed that the Employer shall have the right to designate any patrolman to act as senior patrolman in the absence of the Chief. During the period said officer is acting in the capacity of senior patrolman, he/she shall receive an additional fifteen cents (\$.15) per hour.