

6/30/2000

4/19/96

AGREEMENT

Between



CITY OF ESSEXVILLE

Covering

**DEPARTMENT OF PUBLIC SAFETY
(Public Safety Command Officers)**

And



POLICE OFFICERS LABOR COUNCIL

Effective

July 1, 1996 through June 30, 2000

Essexville, City of

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(Public Safety Officer's Command Contract)

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AGREEMENT

THIS AGREEMENT entered into this 17th day of November 1997 by and between the CITY OF ESSEXVILLE, hereinafter referred to as the "Employer" and POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

WITNESSETH:

ARTICLE 1 PURPOSE AND INTENT

Section 1.1.

The general purpose of this Agreement is to set forth the wages, 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 community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the Community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and considerations hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE 2 RECOGNITION

Section 2.1.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of all Lieutenants and Captains of the Public Safety Department of The City of Essexville, excluding the Chief, Dispatchers, Clerks and all others.

**ARTICLE 3
MANAGEMENT'S RIGHTS**

Section 3.1.

The City of Essexville, on behalf of the Electors of the City of Essexville, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan and by the generality of the foregoing.

Section 3.2.

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 of the Essexville Public Safety Department and the employees therein are vested solely and exclusively in the Employer.

**ARTICLE 4
MANAGEMENT SECURITY**

Section 4.1.

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 any 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 4.2.

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged by the Employer.

Section 4.3.

The Union also agrees that, except as specifically provided for in the terms and provisions of this Agreement, and except for discussion of contract interpretation and grievances as herein provided for, employees in the unit shall not be permitted to engage in Union activity during working hours.

**ARTICLE 5
UNION SECURITY**

Section 5.1. Agency Shop.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay monthly Union dues to the Union for the service and administration of the contract for the duration of the Agreement.

Section 5.2.

Employees covered by this Agreement shall be required as a condition of continued employment to pay monthly Union dues to the POLICE OFFICERS LABOR COUNCIL, as set by the Union.

Section 5.3.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 5.4.

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.

**ARTICLE 6
NON DISCRIMINATION**

Section 6.1.

The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any employee in the unit because of his race, color, creed, age, sex, nationality, or political belief.

**ARTICLE 7
UNION DUES**

Section 7.1. Payment by Check-off

During the life of this Agreement and in accordance with the terms of the form of Authorization of payroll deduction of dues, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues levied in accordance with the Constitution and by-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction forms:

POLICE OFFICERS
LABOR COUNCIL
DUES CHECKOFF CARD
6735 Telegraph Rd., Suite 395, Birmingham, MI 48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation monthly fee to be determined by the Union. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit. The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

(Print) Last Name First Name Middle Initial

Address City State Zip

Social Security No. Signature Date

Section 7.2. When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of dues form shall be come effective at the time the authorization is signed by the Employees and shall be deducted in equal installments from each pay. The pay period shall be weekly.

Section 7.3. Remittance of Dues.

Deductions for any calendar month shall be remitted to the Union with:

(1) A list for whom membership dues have been deducted, by the tenth (10th) day of each calendar month.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1. Definition of a Grievance.

A grievance is defined as a disagreement arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement and/or the Essexville Public Safety Department Rules and Regulations. (Saturday, Sunday, Holidays and such days the Employer's offices are closed shall be excluded from Grievance Procedure Time Limits.)

Section 8.2.

Step 1. An Employee or Union Steward who has a grievance must submit his complaint orally to the Director of Public Safety or his designate, of the Essexville Public Safety Department within five (5) days after the occurrence of the situation giving rise to the grievance or within five (5) days of the date the Employee should reasonably have become aware of the conditions given rise to the grievance, whichever is later. The Director of Public Safety shall give the employee or the Steward his answer within five (5) days after the grievance has been submitted to him. In the event the grievance is not satisfactorily settled in this manner, it shall be advanced to Step 2 of this Grievance Procedure.

Step 2. To be processed under this grievance procedure, a grievance must be reduced to writing, in duplicate, stating the facts upon which it is based, when they occurred, and specifying the Section of the contract which allegedly has been violated. The grievance must be signed by the employee who is filing the grievance and the Steward and must be presented to the Director of Public Safety within five (5) working days after the answer at Step 1. The Director of Public Safety shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled, retained by the employee and one (1) copy retained by the Chief.

Step 3. If the grievance is to be appealed to the Third Step, the Union shall notify the City Administrator in writing within five (5) working days after receipt of the written Second Step answer of a desire to appeal the grievance. If such written request is made, the City Administrator and/or his/her designated representative shall meet with a representative designated by the Union within seven (7) calendar days thereafter to discuss the grievance. A written Third Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory, the Union Representative and the grievant shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled, retained by the Union and one (1) by the City Administrator.

Step 4. In the event the grievance is not settled in Step 3, the Union or the Employer only may within fifteen (15) working days submit the grievance to Arbitration. Written notice to the Employer shall constitute a request for Arbitration. After the notice of Arbitration, within ten (10) working days, the Union and the Employer shall meet for the purpose of selecting an Arbitrator. If the parties fail to select an Arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a panel of Arbitrators pursuant to its rules then in effect. The parties shall make alternate strikes until one Arbitrator's name remains, and he/she shall be the Arbitrator.

Section 8.3.

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 shall be shared equally by the Employer and the Union. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony, argument and briefs may be submitted.

Section 8.4.

The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

Section 8.5.

Time limits at any Step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer.

ARTICLE 9
DISCHARGE AND DISCIPLINE

Section 9.1.

The Employer agrees that, except for probationary employees and in circumstances as set forth below, the concept of progressive discipline is hereby adopted to govern disciplinary action. It is also understood and agreed that the employer reserves the right to suspend or discharge an employee for a serious infraction without instituting progressive discipline, provided however, non-probationary employees shall retain recourse to the grievance procedure.

Section 9.2.

Any non-probationary employee who is suspended or discharged and, who believes such discipline is without just cause, may file a written grievance at Step 2 related to such discipline provided such grievance is filed within three (3) working days of issuance of such discipline.

- A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- C. No member shall be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.
- D. The discharged or disciplined employee shall be allowed to discuss his discharge or discipline with the Steward or Union Representative of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward or Union Representative.

- E. Use of past record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on his employment application, specifically exempting therefrom any intentional misinformation regarding his physical or mental health, or the existence of any record of conviction for any offense. Prior to the imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

- F. At any time a written charge or complaint is lodged against a member of the bargaining unit, the Director of Public Safety shall advise the officer involved and furnish copies of the complaint to him. Such reports shall include all charges and complaints involved and name or names of complainants and any other information reported. The complaints shall be signed. Oral complaints that are not collaborated shall not be cause for disciplinary action against the employee.

ARTICLE 10
RESTITUTION - REINSTATEMENT

Section 10.1.

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay either full compensation, partial compensation or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation he may have earned at other employment during such period.

Section 10.2.

The Employer and the Union agree that all infractions or violations of department rules shall be promptly brought to the attention of the involved employee and shall not be allowed to accumulate, without comment for future action.

ARTICLE 11 SENIORITY

Section 11.1. Departmental Seniority.

Seniority shall be defined as an employee's length of continuous full time employment with the Public Safety Department of the Employer since his first hiring date. "First Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which date he had not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds, except as herein provided.

Section 11.2. City-Wide Seniority.

City-Wide seniority shall be defined as an employee's length of continuous full time employment with the City of Essexville and shall be used for purposes of pension, vacation accumulation, sick leave accumulation and longevity.

Section 11.3. Classification Seniority.

Classification seniority is defined as the period of time an employee works in a particular classification.

Section 11.4. Transfers.

All new employees shall be probationary until they complete twelve (12) consecutive months of employment with the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes, which qualify him for regular employee status. During the employee's probationary period the employee shall have no seniority status and the employee may be disciplined, up to and including discharged, in the sole discretion of the Employer without recourse to the grievance procedure. In the event of such termination, the Employer shall give written notice thereof to the Union, which notice shall state the reason therefor. At the conclusion of his first twelve (12) consecutive months of employment, the employee's name shall be added to the seniority list as of his last hiring date.

Any employee who accepts a position with the Employer which is outside of the bargaining unit shall have his or her classification and departmental, if outside Department of Public Safety, seniority frozen at the effective date of such transfer and, shall not earn any additional classification and/or departmental seniority while working outside of the bargaining unit. If an employee who transfers from the bargaining unit, as set forth above,

returns to the bargaining unit, he or she shall reassume all classification and/or departmental seniority earned by the employee at the time the employee accepted a position outside the bargaining unit. Such employee shall be credited with all service time with the Employer for purposes of citywide seniority.

Upon written agreement by the Employer, except as a result of a layoff, any employee who has transferred to a position outside the bargaining unit may return to the bargaining unit provided that no bargaining unit employee will be laid off as a result of the employee returning to the bargaining unit.

If an employee who has transferred to a position outside of the bargaining unit is laid off from his or her position outside the bargaining unit, such employee may return to the bargaining unit and replace - through the layoff of - the least senior bargaining unit employee provided the returning employee has more seniority than the employee he or she is replacing.

Section 11.5. Seniority List.

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board of each twelve (12) months. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 11.6. Status.

Employees hired on the same date shall be advised at the time of hiring as to seniority status.

Section 11.7. Termination.

An employee's seniority shall be terminated for the following reasons:

- A. If he quits, retires, or is justly discharged.
- B. If following a layoff for lack of work or funds, he fails or refuses to notify the Director of Public Safety of his intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer, or having notified the Director of Public Safety of his intention to return, fails to do so within fourteen (14) working days after such notice is sent.

- C. If he is absent for three (3) calendar days without notifying the Chief, when possible, prior to or within such three (3) day period of a justifiable reason for each absence.
- D. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

**ARTICLE 12
LAYOFF**

Section 12.1.

If it is necessary to reduce the number of employees in the unit due to lack of work or funds, probationary employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification in the unit, employees shall be removed on the basis of their classification seniority in inverse order of their seniority, provided always that the remaining employees have the skill to perform available work in the classification. Employees removed from a classification may exercise their departmental seniority in any other classification, provided they have the skill to perform available work in such classification. The Director of Public Safety shall give written notice to the employees and the Steward of any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least fourteen (14) calendar days before the effective date thereof. Employees who are laid off shall be compensated at his base rate of pay for all accumulated unused vacation and accumulated sick leave at time of layoff.

Section 12.2.

Employees shall be recalled in accordance with their classification seniority. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

**ARTICLE 13
VACANCY AND/OR NEW POSITION**

Section 13.1.

Vacancies, or newly created positions within the bargaining unit, shall be posted in a conspicuous place in the Public Safety Department at least ten (10) days prior to filling such vacancy or newly created position. Such posting shall include the required qualifications for the position. Employees, who wish to be considered for such positions, shall apply, in writing, for the posted position within seven (7) calendar days following

such posting. Employees not present during the posting period shall be notified of the position. Only those that are, in the opinion of the Employer, qualified for the vacancies or new positions shall be selected therefor.

Section 13.2.

Temporary assignments to a higher classification for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. A qualified employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is temporarily assigned work in a lower classification, he shall not suffer a reduction in pay. Temporary assignments to a higher classification will be made permanent after sixty (60) days, unless mutually agreed by the Union and the Employer.

Section 13.3.

In the event a vacancy occurs and work to which the vacancy relates exists, such vacancy shall be filled by the Employer in the exercise of due diligence.

Section 13.4.

Shift assignments and choice of vacation shall be on a seniority basis and classification.

Section 13.5.

All employees, promoted to this bargaining unit, shall serve an orientation period of twelve (12) months immediately following his/her assignment to this bargaining unit.

During such orientation period, the employer may return the employee to his/her former position and rank or the promoted employee may by his/her own volition, request in writing to be returned to his former rank.

ARTICLE 14
LEAVES OF ABSENCE, WITHOUT PAY

Section 14.1. Personal Leave of Absence.

The Employer may grant a leave of absence without pay and without loss of seniority for personal reasons not to exceed thirty (30) calendar days, which period may, for good cause, be extended for fifteen (15) additional days, also without pay and without loss of seniority, for illness or medical problems of a family member.

Section 14.2. Medical Leave of Absence.

An employee who because of illness or accident is physically or mentally unable to report for work may be given a leave of absence without pay and without loss of seniority for the duration of such disability provided the Director of Public Safety is promptly notified of the necessity thereof, and provided further, that the Director of Public Safety is supplied with a certification from a medical doctor of the necessity for the continuation of such leave of absence.

Section 14.3. Armed Forces Reserves.

Leave of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligation or required tours of active duty. Applications for leave of absence for such purpose must be made as soon as possible after the employee's receipt of his orders.

Section 14.4. Selective Service.

A full time employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay and without loss of seniority 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 Training Act and other applicable laws then effective.

**ARTICLE 15
LEAVES OF ABSENCE, WITH PAY**

Section 15.1. Sick Leave.

For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this section.

Regular full time employees shall accumulate paid sick leave credits on the basis of eighteen (18) days each calendar year with a maximum accumulation of one hundred and fifty (150) days.

Regular full time employees hired on or after July 1, 1995 shall accumulate paid sick leave credits on the basis of fifteen (15) days each calendar year with a maximum accumulation of eighty (80) days.

In order to qualify for sick leave payments, the employee must not later than his normal starting time on the first day of absence, report such absence unless in the judgment of the Director of Public Safety the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to qualify for sick leave payments, in excess of three (3) consecutive work days, employees may be requested to furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- B. An employee who abuses or makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances.
- C. Sick leave absences for part of the day shall be charged proportionately.
- D. Use of Sick Leave. An employee in this bargaining unit with accumulated sick leave may apply to use a portion of that time if a member of their family is seriously ill or hospitalized, subject to approval by the Chief.

Section 15.2.

Qualified employees, subject to the provisions set forth in this Section, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations.

- A. When an employee's absence from work is due to an illness or 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 a cause stemming from his 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 employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated thereby, the employer shall pay to the employee the difference between the amount of daily benefit to which he is entitled under such act and the amount of daily salary he would have received in his own job classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay for regular hours worked to be proportionately deducted from sick leave.
- C. Accumulated, unused sick leave shall also be paid if for any reason the City is merged with another unit of government and no longer solely employs its own officers. Payment to be calculated on the same manner as for retirees.

Section 15.3. Additional Provisions.

In addition to compensation for absence due to sickness, the following shall apply:

- A. An employee who dies before retirement or retires from the Employer's service and is entered on the retirement or pension roll of the Employer shall, upon such death or retirement, be paid for his unused sick leave credits at the time of death or retirement up to the maximum of one hundred and twenty (120) days and all of the unused sick leave days accumulated during the current calendar year.

A full time employee hired on or after July 1, 1995 who dies before retirement or retires from the Employer's service and is entered on the retirement or pension roll of the Employer shall, upon such death or retirement, be paid for his unused sick leave credits at the time of death or retirement up to the maximum of sixty (60) days.

- B. If an employee should terminate employment for any reason other than discharge for cause, before retirement, he shall be paid for all accrued sick leave at the rate of one half (1/2) days for every remaining sick day up to and including one hundred and twenty (120) days.

If a full time employee hired on or after July 1, 1995 should terminate employment for any reason other than discharge for cause, before retirement, he shall be paid for all accrued sick leave at the rate of one half (1/2) days for every remaining sick day up to and including sixty (60) days.

Section 15.4. Funeral Leave.

Qualified employees who, upon request, furnish proof satisfactory to the Employer that a death has occurred within their immediate family shall be subject to the following limitations:

- A. Paid funeral leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current Spouse, Child, Brother, Sister, Parent, Grandparent, Great-grandparent, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law. Sister-in-law and Brother-in-law is hereby defined as the current spouse of the employee's Brother or Sister. Relatives other than those herein designated shall not be considered members of the immediate family for the purposes of this sub-section. Relatives living within the employee's household shall be included in this section.

- B. Paid emergency leave for Grand parents-in-law shall be limited to the day of the funeral. Paid funeral leaves, under this sub-section, shall be for a period of not more than three (3) consecutive calendar days with choice of days being at the option of the employee, and to be used within seven (7) days commencing with the date of death. Pay shall be for time lost from scheduled work by the employee during said period of time. If the employee is responsible to make funeral arrangements and/or if the deceased lives within the employee's household the employee shall be granted two (2) additional leave days with pay.
- C. Employees shall be allowed to be off from work the time necessary, up to a maximum of one (1) work day with pay, to attend the funeral of a relative. Relative defined as, the employee's Uncle, Aunt, Grandson, Granddaughter, Daughter-in-law, Brother-in-law, Sister-in-law, Niece, or Nephew.

Nothing herein contained shall be construed to prohibit the employee from requesting additional time off for funeral arrangements, with the additional time to be deducted from eligible vacation or personal days.

Section 15.5. Personal Leave.

Employees shall be allowed four (4) personal business leave days per calendar year with pay. Personal leave days may not be carried forward to the next calendar year. Personal leave may be taken in four (4) or eight (8) hour blocks.

Full time employees hired, or promoted, on or after July 1, 1993 shall be allowed three (3) personal business leave days per calendar year with pay. Personal leave days may not be carried forward to the next calendar year. Personal leave may be taken in four (4) or eight (8) hour blocks.

Section 15.6. Annual Leave.

Full time command officers on the payroll as of July 1, 1993 will be entitled to a maximum of twenty-five (25) days.

Full time employees hired on or after July 1, 1995 shall be entitled to vacation time with pay under the following schedule:

- A. Employees who have completed on (1) full year of service shall receive five (5) working days.

Employees who have completed five (5) full years of service shall receive ten (10) working days.

Employees who have completed ten (10) full years of service shall receive fifteen (15) working days.

Employees who have completed fifteen (15) full years of service shall receive twenty (20) days which is maximum.

- B. Annual leave requests may be granted to the senior officer on the shift irrespective of leave requests made by non-bargaining unit members, and annual leave in excess of eighty (80) consecutive scheduled work hours shall not be granted unless no other bargaining unit employee makes a request for the time immediately following said eighty (80) hour period. In such cases annual leave may be approved in the sole discretion of the Public Safety Director.
- C. If employees are on the same shift, annual leave preference shall be by seniority within the bargaining unit.

Section 15.7. Additional Provisions.

- A. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.
- B. In case of retirement, resignation, death, or layoff, of an employee, he or his spouse or his estate will be paid for all vacation days which have accumulated to his credit.
- C. A maximum of ten (10) vacation days may be carried over but must be used by December 31 of the following year.
- D. If an employee becomes ill and under the care of a duly licensed physician prior to or during his vacation, his vacation will be rescheduled.
- E. Employees absent for more than one (1) month for other than on the job disability will earn a vacation for the first month only and his vacation will be figured on a pro-rated basis upon his return to work. In the event of an on the job injury, employees will accrue vacation not to exceed one (1) year.
- F. Vacation pay will be given prior to vacation start providing request is made one (1) week in advance for said pay.
- G. Vacations may begin any day of the week and shall be in addition to regular days off.

Section 15.8. Compensatory Time.

An employee may elect to receive compensatory time in place of paid overtime subject to the following provisions:

- A. All overtime from each incident, at the choice of the employee, shall be converted to compensatory time or paid as overtime as provided elsewhere in this contract.
- B. An employee may not exceed a maximum accumulation of twenty-four (24) hours of compensatory time at any time.
- C. Compensatory time cannot be carried forward to the next calendar year.
- D. Compensatory time off must have prior approval of the Chief, or his designee.
- E. Compensatory time cannot be taken if it will result in an overtime pay situation.
- F. Employee shall receive time and one half compensatory time for each one hour overtime worked if such option is agreed to by the employer and employee.

**ARTICLE 16
WAGES AND SALARIES**

Section 16.1.

Wages and/or salaries of employees shall be as follows:

Effective July 1, 1996

Lieutenant	35,297/year - 16.97 per hour
Captain	36,839/year - 17.71 per hour

Effective July 1, 1997

Lieutenant	36,180/year - 17.39 per hour
Captain	37,760/year - 18.15 per hour

Effective July 1, 1998

Lieutenant	37,084/year - 17.83 per hour
Captain	38,704/year - 18.61 per hour

Effective July 1, 1999

Lieutenant	37,084/year - 17.83 per hour
Captain	38,704/year - 18.61 per hour

Section 16.2. Jury Duty.

Employees absent from employment to serve on jury duty shall be reimbursed by the employer pursuant to the following schedule and procedures:

1. Employees shall give the employer at least three (3) days notice of the date of required jury duty commencement and shall keep the employer advised of anticipated dates of jury duty services as soon as such is known to the employee.
2. Employees shall be reimbursed at the day shift rate then applicable to them if time is lost from actual employment on the following reimbursement schedule:
 - a. The first ten (10) days lost shall be reimbursed by the Employer.
 - b. The second ten (10) days lost shall be paid by the employer if requested by the employee but accumulated sick leave under Section 15.1 shall be reduced for each day absent between ten (10) and twenty (20) days.
 - c. After the first twenty (20) days, no reimbursement by the employer will occur.
3. Employees serving on jury duty receiving reimbursement shall pay to the employer all moneys received by any governmental agency for jury duty service for days for which reimbursement is to occur.
4. Employees released from jury duty during the course of any day during the time of the day shift shall report to work for assignment by the employer.
5. Second and third shift employees shall have their schedules adjusted to the day shift to accommodate jury duty, but their days off shall remain the same.
6. Employees not following all of the procedures set forth above shall not receive reimbursement for absence from work for jury duty.

Section 16.3.

An employee who is required to appear in court on his day off will be paid at the rate of time and one half (1 1/2) of his regular hourly rate. Such employee shall be granted a minimum of three (3) hours show-up time. All subpoena and court fees will be turned back to the city.

All subpoenas must be signed by proper official and turned into the City Clerk no later than the day following the conclusion of the Court appearance.

**ARTICLE 17
HOURS OF WORK**

Section 17.1.

The regular work week for all employees shall be eight (8) hours per day and forty (40) hours per week as scheduled by the Chief. Nothing herein contained shall be construed as a guarantee of eight hours of work or pay per day or forty (40) hours of work or pay per week.

**ARTICLE 18
OVERTIME**

Section 18.1.

Overtime, excluding court time, shall not be authorized unless first approved by the Public Safety Director or his designee. It is recognized by the parties that occasions arise wherein an employee, because of the circumstances, may not be able to secure prior approval for overtime in which case the Public Safety Director shall not unreasonably refuse to approve such payment of overtime.

Section 18.2.

Overtime worked in excess of the limits stated above as a result of authorized changes in days off, etc., shall be paid at the regular rate.

Section 18.3.

There shall be three (3) hour minimum on call back paid at the rate of one and one half (1 1/2) times the employee's base rate of pay.

Section 18.4.

Any employee in the unit who is required to work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times his regular hourly rate for each hour, or part thereof, in excess of eight (8) hours per day or forty (40) hours per week actually worked by him.

**ARTICLE 19
SHIFT PREMIUM**

Section 19.1.

A shift premium of twenty-five (25) cents per hour shall be added to the regular straight time hourly rate and shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually work on that shift.

Section 19.2.

A shift premium of thirty (30) cents per hour shall be added to the employee's regular straight time hourly rate and shall be paid to all employees who are scheduled to work the midnight shift for all hours actually worked on that shift.

**ARTICLE 20
HOLIDAYS AND PAY**

Section 20.1.

Employees shall be paid for each of the specified holidays whether he works on those days or not.

Employees will be paid their current rate based on an eight (8) hour day of said holiday. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work his last scheduled day prior to and his first scheduled day after the holiday, the week of the holiday or the week following the holiday, unless on approved leave. Approved leave, for purposes of this provision shall be defined as periods of time off work for vacations, legitimate illness, or injury not to exceed six (6) months, the attendance at required job related schools, time off for paid funeral leave or military leaves approved for annual field training obligations.

Section 20.2.

Paid holidays are designated as listed below:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Veterans Day (starting in the year 1990)
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. New Year's Eve Day
12. Employee's birthday (to be used two (2) weeks prior or after actual date.)

Employee's Birthday - The request for day off shall be submitted not later than two (2) calendar weeks prior to the requested day off. May be taken within two (2) weeks of birthday.

Section 20.3.

Employees working on legally established holiday as designated in this Agreement will be paid for hours worked at the regular rate plus one and one half (1 1/2) for the paid holiday for the hours actually worked, in addition to holiday pay scheduled in Section 1 of this Article.

Section 20.4.

Employees scheduled to work on any National or State Election Days will be given up to one (1) hour off for the purpose of voting without loss of any pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance provided the employee is required to work the full time during which said polls are open.

Section 20.5.

Employees who are not otherwise scheduled to work on any of the above holidays but are called in to work shall be paid double time for all hours worked in addition to holiday pay.

Section 20.6.

Employees work schedules shall not be changed to schedule the employee off on a holiday without prior approval of the employee.

**ARTICLE 21
HOSPITALIZATION INSURANCE**

Section 21.1.

The Employer agrees, for the life of this Agreement, to maintain the level of group hospitalization insurance coverage in effect at the signing of this Agreement. Provided however, effective as soon as practical following ratification of the Agreement by both parties, the health insurance coverage shall be changed to establish Blue Cross/Blue Shield PPO Plan S, with \$10.00 co-pay preferred prescription drug coverage, as the Employer's base health insurance plan.

As long as it is permitted by the insurance provider, the Employer will also offer employees the choice of a traditional first dollar coverage plan with master medical 50/100 deductible and 90/10 co-pay benefit level and \$3.00 prescription drug co-pay.

The Employer shall, for the life of this agreement, pay the premiums for its base health insurance plan. Should an employee elect an available alternative health insurance coverage, the employee shall be responsible to pay, through a payroll deduction, the difference between the alternative premium and the base plan premium, if any.

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage.

**ARTICLE 22
LIFE INSURANCE**

Section 22.1.

The Employer agrees, for the life of this Agreement, to provide each bargaining unit employee with a term life insurance policy, with accidental death & disability coverage and with a benefit level of one and one half (1½) times the employee's base rate of pay to a maximum benefit of seventy-five thousand dollars (\$75,000). The Employer reserves the right to change insurance carriers so long as the terms of any alternate policy are substantially equivalent to the current policy.

**ARTICLE 23
DENTAL INSURANCE**

Section 23.1.

The Employer agrees, for the life of this Agreement, to maintain a level of group dental insurance commonly referred to as a "Basic 50/50 co-pay Program". The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage.

**ARTICLE 24
GENERAL INSURANCE**

Section 24.1.

Liability Insurance presently in effect on behalf of individual employees shall be continued so long as current coverage of employees is not deleted by the carrier to cover employees.

If either of such events should occur, the employees shall be notified and this agreement shall be opened for negotiation of replacement or continuation of such coverage.

Section 24.2.

A copy of the Employer's liability coverage set forth above shall be furnished to members of unit.

**ARTICLE 25
RETIREMENT**

Section 25.1.

The retirement plan shall be paid for by the Employer, as per past practice. (Michigan Municipal Employees Retirement System. Benefit Program B-2 FAC-5 F55/25. Effective July 1, 1998, the Employer shall adopt Benefit Program B-4.

**ARTICLE 26
LONGEVITY**

Section 26.1.

Employees who, as of the anniversary date of their employment, have completed five (5) or more years of continuous employment with the Employer since their last hiring date, as of December shall receive, in a lump sum payment made on the first pay period in December of each year, a longevity bonus of two (2%) percent of his base salary earned.

Section 26.2.

Employees who have completed ten (10) years of continuous service shall receive five (5%) percent of his base salary earned as a longevity bonus.

Section 26.3.

When employees have completed five (5) continuous years of service the first payment under this Article will be on the anniversary date of employment. The second payment will be pro-rated and payable the first pay period of December. When employees have completed ten (10) continuous years of service, payment shall be made in the same manner as at the five (5) year level.

It is agreed that this article will be deleted for full time employees hired on or after July 1, 1995.

**ARTICLE 27
JOB RELATED EDUCATION**

Section 27.1.

For regular employees the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the employee must receive approval of the courses before enrollment, said course or courses must be job related or a course necessary to the achievement of a degree in Police or Fire administration and must be successfully completed, with at least a C or better grade. The Employer agrees to pay five (\$5.00) dollars per credit for college credits applicable towards a degree in Police or Fire Administration earned in any one year. Payment to be made July 1st of each year.

**ARTICLE 28
PAY PERIOD**

Section 28.1.

All employees in the unit shall be paid weekly. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purposes upon request of such employee.

**ARTICLE 29
SUPPLEMENTAL EMPLOYMENT**

Section 29.1.

Employees may engage in supplemental employment if they so desire, provided however, that the following rules regarding such employment are complied with:

- A. Requests for permission to engage in supplemental employment shall be submitted to the Director of Public Safety in writing stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Chief, and such permission may be revoked by the Chief.
- B. It is understood and agreed that the first obligation of the employee is to the Employer and supplemental employment shall in no way conflict with regular assigned duties.

**ARTICLE 30
EMPLOYEE PERSONNEL RECORDS**

Section 30.1.

The Employer shall maintain a single personnel file for all employees. An employee may review his or her personnel file as provided by law. Personnel files will be kept confidential to the extent permitted by law. The Employer shall notify the affected employee if a request to access the employee's personnel file is made by persons other than its own personnel.

**ARTICLE 31
STEWARDS**

Section 31.1.

The Employer recognizes the right of the Union to designate a steward and an alternate. Once a steward and an alternate are selected, their names will be submitted to the Director of Public Safety and City Administrator.

The authority of the steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievance in accordance with the provisions of the grievance procedure.
- B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information,
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing, are of routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the work of the Public Safety Department.
- C. The Steward or alternate steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Public Safety Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the stewards regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.
- D. Only one (1) person, the steward or alternate steward, shall be paid by the Employer for time spent during his scheduled working hours in grievance meeting, arbitration, or wage negotiations.

**ARTICLE 32
EXAMINATIONS**

Section 32.1.

Annual physical, mental or other examinations may be required by the Employer. The Employer shall pay for all such examinations. Examinations may be taken once a year. Examinations shall be scheduled during the employee's working hours. If not scheduled during working hours the Employee shall be compensated at one and one half (1 1/2) times his rate of pay or compensatory time.

**ARTICLE 33
UNIFORMS**

Section 33.1.

The Employer shall pay for the maintenance of employee's uniforms. The Employer shall continue to purchase and replace employee's uniforms in accordance with the following:

- 3 pair of trousers
- 3 winter shirts
- 3 summer shirts
- 2 hats Regular and winter
- 1 winter jacket
- 1 summer jacket
- neckties supplied on a needed basis
- 1 gun belt
- 1 hand cuff case
- 1 ammunition pouch
- 1 holster
- weapon - city supplied

**ARTICLE 34
FIREARMS**

Section 34.1.

All sworn Law Enforcement Officers shall be armed with one weapon supplied by the Employer, the Employer shall retain ownership of the weapons.

**ARTICLE 35
FIRE PAY**

Section 35.1.

Off duty employees who are called in for fire duty shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay and one and one-half (1 1/2) times their regular rate of pay for attendance at monthly instructional meetings.

**ARTICLE 36
BULLETIN BOARD**

Section 36.1.

The Employer shall furnish and maintain a suitable Bulletin Board in a convenient place for the posting of Union notices and other material. No material shall be posted that is demeaning to the character of the Employer or any employee of the Employer.

**ARTICLE 37
UNION MEETINGS**

Section 37.1.

The Union may schedule and conduct its meetings on Public Safety Department property provided it does not disrupt the duties of the employees or the efficient operation of the department.

Section 37.2.

All records, reports and other information pertaining to a pending grievance or an involved employee shall be available for inspection by the Union.

**ARTICLE 38
GENERAL SUPERVISION**

Section 38.1.

Under general supervision, officers shall perform all duties assigned including, but not limited to, responsible law enforcement, patrol and fire-fighting work, regulate traffic, protect life and property and prevent crime and disorder.

**ARTICLE 39
NON PUBLIC SAFETY DUTIES**

Section 39.1.

The Captain and Lieutenant shall not be required to perform the following non-police duties:

1. Scrubbing floors
2. Washing windows
3. Painting
4. Building Maintenance
5. Cutting grass and yard work
6. Shoveling snow (except in emergency situations)
7. Tire changing (except in emergency situations)
8. Change oil in cars and trucks
9. Major repair work on vehicles
10. General custodial or janitorial tasks

**ARTICLE 40
LOCKS AND LOCKERS**

Section 40.1.

The Employer agrees to furnish locks which officers shall install on the lockers in the locker room.

**ARTICLE 41
SHIFT EXCHANGE**

Section 41.1.

Officers shall be allowed to exchange days and shifts with at least one (1) work day in advance notification, to the Director of Public Safety or the next senior officer in the absence of the Director of Public Safety or when the Director of Public Safety cannot be contacted. Exchanges shall not result in overtime for the regularly scheduled hours.

**ARTICLE 42
EQUIPMENT RESPONSIBILITY**

Section 42.1.

Employees covered by this agreement shall be responsible for all personal equipment and fire-fighting equipment assigned to them.

**ARTICLE 43
RESIDENCY**

Section 43.1.

Employees shall be permitted to reside outside the City, but not farther than a distance of four (4) miles from the nearest City limit. Residence shall mean the abode and premises where a person permanently lives and resides.

**ARTICLE 44
POLITICAL ACTIVITY**

Section 44.1.

Members have the same rights to participate in political activity while off duty and out of uniform as any citizen. However, it is understood that they shall not hold the position of City Commissioner or Mayor or a member of any appointed Board while an employee of the Employer.

**ARTICLE 45
WORK SCHEDULES**

Section 45.1.

Work schedules shall be posted forty-five (45) days in advance and shall cover at least a sixty (60) calendar day period of time. All employees shall receive a copy of the work schedule.

Work schedules once posted as provided in this Article 46 shall not be changed without 14 days advance notice to the employee.

**ARTICLE 46
DAYS OFF**

Section 46.1.

Nothing contained herein shall be construed as to deprive the Captain and Lieutenant of having two (2) consecutive days off.

**ARTICLE 47
TWO MAN CAR**

Section 47.1.

There shall be two (2) officers assigned to patrol during the hours from 11:30 P.M. to 7:30 A.M. Said two (2) officers shall be assigned this work for a minimum of three (3) days within a calendar week, except when a vacancy is created during said hours by one of the officers, due to sickness, vacation, or other approved leave. Said vacancy need not be filled on an overtime basis by the Employer.

**ARTICLE 48
UNION FUNCTIONS**

Section 48.1.

A steward or other designated employee representative shall be allowed a maximum of three (3) days per year time off, with pay to attend Union seminars and related functions provided the Employer receives proper notice well in advance of the event.

**ARTICLE 49
MEETINGS**

Section 49.1.

Special meetings between the Employer and the Labor Council may be held at any time upon mutual agreement of the parties. Request for special meetings shall be in writing and must specify the item or items to be discussed and no other business except as set forth in the request may be discussed at such meeting.

**ARTICLE 50
UNIT EMPLOYEE RIGHTS**

Section 50.1.

Provision for Legal Council. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence and/or acts of the employee in the performance of his duties and while in the course of his employment and while acting within the scope of his authority, the Employer will pay for, engage in, or furnish the services of an attorney to advise the officer as to the claim, to appear for, and to represent the employee in the action provided that exempt from application of this provision is any conduct or action of an officer who is under the influence of intoxicants or drugs.

Section 50.2.

At any time a written complaint is lodged against a member of the bargaining unit, the employee and the Union shall be furnished a copy of the complaint including the name or names of the complainant and any witnesses.

Verbal or oral complaints shall not be used for disciplinary actions.

Any and all complaints received by the Employer shall be forwarded to the Director of Public Safety for investigation, and disciplinary action if any.

Written complaints to be reviewed by City Administrator and will be forwarded to City Commission at the discretion of City Administrator.

**ARTICLE 51
BODY ARMOR**

Section 51.1.

Body armor will be provided by the Employer and will be replaced as needed.

**ARTICLE 52
MESH BARRIER**

Section 52.1.

A mesh barrier shall be installed between the front and rear sections of one (1) of the patrol vehicles.

**ARTICLE 53
MAINTENANCE OF STANDARDS**

Section 53.1.

The Employer agrees that all conditions of employment relating to wages, hour of work and general working conditions, all of which are described elsewhere in this Agreement, are minimum standards in effect at the time of the signing of this Agreement, and must be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE 54
SEVERABILITY**

Section 54.1.

If any Article, Section or Sub-section of this Agreement, or any rider hereto, should be held invalid by interpretation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section or Sub-Section should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement and of any rider hereto, or application of such Article, Section or Sub-section to persons or circumstances where other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 55
VALIDITY**

Section 55.1.

In the event that any Article, Section or Sub-section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto, for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Sub-section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions in this Agreement to the contrary subject to the restriction of statute, regulation or law.

**ARTICLE 56
CONTINUATION OF AGREEMENT**

Section 56.1.

It is mutually agreed that the specific terms, provisions or conditions of this Agreement can be changed or modified any time during its term by written mutual consent of the Employer and the Union. Should either party not agree to such written consent, the contract shall continue in full force and effect during its term.

**ARTICLE 57
TERM OF AGREEMENT**

Section 57.1.

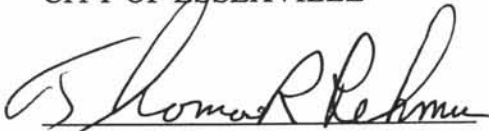
This Agreement, and Schedules attached hereto, shall be in full force and effect from July 1, 1996, to and including June 30, 2000, shall continue in full force and effect from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the expiration of this Agreement.

**ARTICLE 58
ACCEPTANCE AND SIGNATURES**

This Agreement is hereby accepted by the Employer, Michigan and the Labor Council, Michigan Fraternal Order of Police representing the Command Officers (Captain and Lieutenant) in the City of Essexville Public Safety Department and shall be binding upon each party respectively.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this 17th day of November, 1997.

CITY OF ESSEXVILLE



Thomas R. Rehms
Mayor

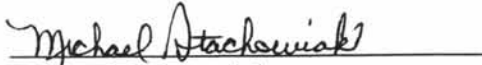


Lois Englehardt
City Clerk

FRATERNAL ORDER OF POLICE



Jerry Caster
Field Representative



Michael Stachowiak
Steward



Roy Groulx
Steward

APPROVED AS TO SUBSTANCE:



Dale J. Majerczyk
City Administrator

APPROVED AS TO FORM:



Gerald Pergande
City Attorney



CITY OF ESSEXVILLE

1107 WOODSIDE AVENUE
ESSEXVILLE, MICHIGAN 48732
PHONE (517) 893-0772
FAX (517) 892-3452

DALE J. MAJERCZYK
CITY ADMINISTRATOR

LOIS ENGLEHARDT
CITY CLERK

FRANCES DEWYSE
CITY TREASURER

March 23, 1999

Mr. Tom Kreis, Field Representative
POLICE OFFICERS LABOR COUNCIL
612 Island View Drive
Alpena, MI 49707

Re: Letter of Understanding – Sergeant's Classification
Public Safety Officer's Contract

Dear Tom:

Enclosed are two partially executed copies of the letter of understanding covering the inclusion of the Sergeant's classification in the Public Safety Officer's collective bargaining agreement. Please sign both copies and return one fully executed copy to me.

Thank you. If you have any questions regarding the enclosures, please call me.

Sincerely,



Dale J. Majerczyk
City Manager

DJM

Enclosure(s)

LETTER OF UNDERSTANDING
Between
The City of Essexville
and
The Police Officer's Labor Council

Re: Amendments to Collective Bargaining Agreement covering Public Safety Officers for the purpose of creating and recognizing a Public Safety Sergeant's classification.

WHEREAS the City of Essexville ("City") and the Police Officer's Labor Council ("Union") have entered into a collective bargaining agreement covering Public Safety Officers of the City of Essexville such agreement effective July 1, 1996 through June 30, 2001, and

WHEREAS all or any part of the collective bargaining agreement may be amended by mutual written agreement of the City and the Union, and

WHEREAS the City and the Union find it mutually beneficial to create and recognize within said collective bargaining agreement the classification of "Sergeant",

IT IS THEREFORE AGREED AND UNDERSTOOD between the City and the Union that the terms of said collective bargaining agreement shall be amended as follows:

1. Section 2.1. shall be amended to read:

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of all public safety officers and sergeants of the Public Safety Department of the City of Essexville, excluding the Director of Public Safety, Assistant Director of Public Safety, Captains, Lieutenants, Dispatchers, Clerks and all others.

2. A new Section 11.12. shall be added to read:

Shift assignments shall be made on a classification basis. Shift assignments of non-probationary employees shall be determined by classification seniority.

3. Section 12.1. shall be amended to read:

If it is necessary to reduce the number of employees in the unit due to lack of work or funds, probationary employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification in the unit, employees shall be removed on the basis of their classification seniority in inverse order of their seniority, provided always, that the remaining employee have the skill to perform available work in such classification. The Director of Public Safety shall give written notice to the employees and the Steward of any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least fourteen (14) calendar days before the effective date thereof.

Provided however, if an employee is laid off he or she may exercise the right to bump the lowest seniority employee in any bargaining unit classification that is equal to or lower than the classification the employee holds at the time of his or her layoff. An equal or lower classification shall be one that has a top rate of base pay equal to or lower than the classification affected by the layoff.

4. Section 13.4 shall be deleted in its entirety.

5. Section 38.1. shall be amended to read:

Under general supervision, bargaining unit members shall perform all duties assigned including, but not limited to, responsible law enforcement, patrols and fire-fighting work, regulate traffic, protect life and property and prevent crime and disorder.

6. Section 45.1. shall be amended to read:

- A. An examination will be given when a vacancy occurs for the purpose of filling classification vacancies.
- B. The examination to fill the vacancy in the department classification will be open to all departmental personnel provided, however, applicants must: have completed their probationary period.
- C. The examination to fill the vacancies of Sergeant will be open only to those applicants having a minimum of three (3) years' seniority (seniority in classification) as a Public Safety Officer. Said three (3) year's seniority shall be obtained on or before the testing date in order to qualify.
- D. The following percentages will be applied when scoring applicants:
 - 1. Written test - 40% of total score. Scoring determined by the testing agency.

2. Oral test - 40% of total score. Oral Board: State Police, Bay City Police, Bay County Sheriff and Fire Official.
 3. Seniority - 1% for each year completed. Example: 4 years = 4%, 7 years = 7%, 10 years = 10%; Maximum of 10 years = 10%.
 4. Evaluation-10%
- E. An employee who receives a promotion to a higher classification shall serve a six (6) month orientation period during which time the employee may, of his or her own choice, return to his or her position that was held prior to the promotion or the employer may, with or without cause, return the employee to his or her former position.
- F. Employees who score a cumulative total of seventy (70%) percent or greater on the promotional examination shall be placed on the promotional list for that examination. Promotions shall be made from the promotional list provided the list contains a sufficient number of qualified employees to fill the opening(s) at the time the promotion is made. The employer shall maintain a promotional list for a period of two years after the completion of the promotional examination.

7. The following note shall be added to Section 16.1 (Wage Schedule):

Public Safety Officers who hold the rank of Sergeant shall be paid as follows:

1. Public Safety Officers who have held the rank of Sergeant for period of one consecutive year or less shall be paid at a rate that is six (6%) above the thirty (30) month rate for a Public Safety Officer as set forth in this schedule.
2. Public Safety Officers who have held the rank of Sergeant for more than one consecutive year shall be paid at a rate that is ten (10%) above the thirty (30) month rate for a Public Safety Officer as set forth in this schedule.

IT IS ALSO AGREED AND UNDERSTOOD that this letter of understanding is strictly limited in scope to the terms as set forth herein in writing and that all other terms and conditions of said collective bargaining agreement not expressly modified by this letter of understanding shall remain as written.

IT IS FINALLY AGREED AND UNDERSTOOD that the terms of this letter of understanding has been ratified by the City and the Union and that authorized representatives of each are empowered to execute this letter of understanding.

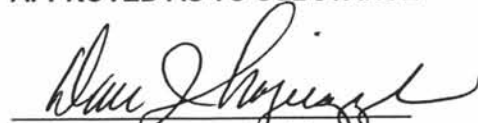
CITY OF ESSEXVILLE


Thomas R. Rhemus, Mayor


Lois Englehardt, City Clerk

Dated: 3-17-99

APPROVED AS TO SUBSTANCE


Dale J. Majerczyk, City Manager

APPROVED AS TO FORM


Gerald Pergande, City Attorney

POLICE OFFICER'S LABOR COUNCIL

Tom Kries, Field Representative


Dan Hages, Steward

Dated: _____