6/30/2002

AGREEMENT

BETWEEN

CITY OF LESLIE

-&-

CAPITOL CITY LODGE NO. 141,
FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC.

LESLIE POLICE DEPARTMENT
NON-SUPERVISORY DIVISION

Leslie, City of

Terminates: JUNE 30, 2002

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AGREEMENT

THIS AGREEMENT made and entered into this 17th day of October, 2000, by and between the **CITY OF LESLIE, MICHIGAN,** hereinafter referred to as the "City," and the **CAPITOL CITY LODGE NO. 141, FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC., LESLIE POLICE DEPARTMENT NON-SUPERVISORY DIVISION,** hereinafter referred to as the "Lodge."

PURPOSE AND INTENT

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 City, its employees, the Lodge and the citizens of Leslie, Michigan.

Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the City and the Lodge, 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 1 - RECOGNITION

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of Public Acts of 1965, the City recognizes the Lodge as the sole and exclusive collective bargaining agent for all employees employed in the Leslie Police Department who occupy, during the life of this Agreement, any of the job classifications set forth in Appendix A attached hereto.

Section 2. City's Rights. The Lodge recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the police department and its employees are vested solely and exclusively in the Employer. The City shall have

the right to discharge and discipline employees, with just cause. The City, in the course of its exercise of the right to manage the affairs of the City may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement. The City agrees to notify, except in case of emergency, the Lodge of any new or amended rules and regulations or general orders. If the Lodge believes such new or amended rule or regulation or general order pertaining to working conditions to be unreasonable, it may file a grievance, provided that such grievance is filed in a timely manner as set forth in Step One of the Grievance Procedure. The grievance shall be denied unless the Lodge demonstrates, by a preponderance of evidence, that the new or amended rule or regulation or general order is unreasonable.

Section 3. Non-Discrimination Clause. The City and the Lodge agree that, for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief or union activity.

Section 4. Lodge Committee. The City agrees to recognize a Lodge Committee, consisting of not more than two (2) individuals. The Lodge Committee shall be composed of one (1) member of the Lodge who is a part of the bargaining unit, and one (1) non-Lodge representative who shall be chosen by the Lodge member. The City agrees to meet with the Lodge Committee for the purpose of collective bargaining and with all or a portion of the Lodge Committee for special conferences and the processing of grievances, as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that requests for time off to attend such meetings have been approved by the Immediate Supervisor. Such requests shall not be unreasonably denied, but both the City and the Lodge recognize that, due to manpower limitations, there may be occasions which necessitate such action.

The City and the Lodge agree to work toward the goal of scheduling meetings at a date and time which minimizes the loss of manpower to the police department. The Lodge Division representative engaged in negotiations or grievances shall be compensated at his/her straight time hourly rate .

ARTICLE 2 - LODGE SECURITY AND CHECKOFF

Section 1. Lodge Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Lodge or pay a representation fee to the Lodge, which shall be less than one hundred percent (100%) of the regular monthly dues paid by Lodge members and which sum shall accurately represent the amount for said employees due the Lodge as their fair share of costs attributable to the Lodge as their share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, State, National or other dues and assessments or other amounts for Lodge activities. At the time of execution of this Agreement, the regular monthly Lodge dues are $22.50 (Jan. 86), and the representation fee is $20.50 (Jan. 86); however, the Lodge, pursuant to its Constitution and By-Laws, may raise the dues accordingly.

The requirements set forth above shall become effective thirty (30) days after the execution date of this Agreement, or thirty (30) days after an employee hires on after the execution date hereto.

Section 2. Dues Checkoff. The City agrees to deduct the monthly Lodge dues or the representation fee from the pay of employees subject to the following:

(a) The Lodge shall obtain from the employee a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretation made thereof. The checkoff authorization form shall be filed with the City Treasurer, who may return an incomplete or incorrectly completed form to the Lodge's Treasurer and no checkoff shall be made until such deficiency is corrected.

(b) The City shall check off only obligations which become due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if he has duplicated and check deduction by direct payment to the Lodge.

(c) The City's remittance will be deemed correct if the Lodge does not give notice, in writing, to the City Treasurer within two (2) weeks after a remittance

is sent of its belief, with reasons stated therefore, that the remittance is incorrect.

(d) Any employee may terminate his checkoff authorization by written notice to the City Treasurer.

(e) The Lodge shall provide at least thirty (30) days written notice to the City Treasurer of the amount of Lodge dues and/or representation fee to be deducted from the wage of the employee in accordance with this section. Any change in the amount determined will be provided the City Treasurer at least thirty (30) days prior to each anniversary date of this Agreement.

Section 3. Indemnity Provision. The Lodge agrees to defend, indemnify and safe the City harmless against any and all claims, suits or other forms of liability arising out of its deducting from an employee's pay of Lodge dues or the representation fee or reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms or provisions of this Agreement.

Section 2. Processing Steps. An employee shall first discuss any complaint with the Chief of Police (or City Manager in the Chief's absence). In the event that a grievance is not resolved by oral discussion, the matter shall be resolved in the following manner:

Step One. Within five (5) days of the grievant having knowledge or the occurrence of the event upon which the grievance is based, or within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, the grievance must be

submitted to the Chief of Police (or City Manager in the Chief's absence). The grievance shall be dated and signed by the aggrieved employee and the Lodge representative and shall set forth the facts, including dates and provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief of Police (or City Manager in the Chief's absence), receives the written grievance. The Chief of Police (or City Manager in the Chief's absence) shall then answer the grievance, in writing, within five (5) days after the date of receipt of the written grievance and deliver a copy of the answer to the Lodge representative.

Step Two. If the grievance has not been resolved, then within four (4) days after receipt of the Step One answer a Lodge's representative may appeal the grievance to the City Manager, by a written request indicating why the Step One answer was unsatisfactory. As soon as possible, but not later than ten (10) days following receipt of the appeal, the City Manager shall schedule a meeting with the Lodge Representatives. The Lodge shall have the right to have a non-Lodge representative present at such meeting, provided that notice of such desire is given to the City Manager, in writing, along with the written request for a Step Two meeting. The City Manager shall then answer the grievance, in writing, within seven (7) days from the date of the meeting, at which time the grievance was discussed.

Step Three. In the event the Step Two Answer is unsatisfactory, and the Union wishes to process the case further, it may be submitted to arbitration as hereinafter set forth. In the event that the Union desires arbitration, it must, within thirty (30) calendar days of the day the written disposition was given or due, as the case may be, under the last step of the grievance procedure provided for in this agreement, submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with its assistance and under its rules. The Union agrees that it will, simultaneously with filing its request for arbitration with the Federal Mediation and Conciliation Service, provide the City with a copy of said request. The Union further agrees that it will request only arbitrators within the State of Michigan.

Section 3. Arbitration. The City and the Lodge Representatives shall mutually agree to the question to be decided by the arbitrator and shall then submit this question to the arbitrator, who shall render his/her decision according to all of the following:

(a) The arbitrator shall answer, in writing, within thirty (30) days after the hearing, only the question as above submitted according to the application and interpretation of this Agreement and/or the written rules and regulations which govern the conduct of the employees.

(b) The award of the arbitrator shall be the award of the Lodge and the City and it shall be final and binding on the City, the Lodge, and the employee covered by this Agreement.

(c) Once the question has been submitted to the arbitrator, neither party is permitted to withdraw the case from the arbitrator.

(d) Any expense incurred in the payment of fees to the arbitrator shall be paid equally by the parties to this Agreement.

(e) The arbitrator's decision shall be based upon the evidence presented at the hearing and oral argument. The parties reserve the right to submit written briefs.

(f) An arbitrator may decide multiple issues.

Section 4. Time Limits. The time limits of any Step in the Grievance Procedure may be extended only by mutual agreement, in writing. In the event the City fails to reply to a grievance at any Step of the procedure within the specified time limit, the Lodge shall process the grievance to the next Step, except that nothing herein contained shall be construed so as to automatically refer a grievance to the City Manager. In the event the Lodge does not appeal a grievance from one Step to another within the time limit specified, the grievance shall be considered as settled on the basis of the City's last answer. The reference to "days" in this provision shall mean calendar days, excluding Saturdays, Sundays and Holidays.

Section 5. Grievance Meetings. A meeting as provided for in Step Two of the Grievance Procedure, shall be scheduled by the City Manager at a time which minimizes the loss of manpower in the police department.

ARTICLE 4 - DISCHARGE AND SUSPENSION CASES

Section 1. Disciplinary Action. In the event a non-probationary employee in the bargaining unit shall be disciplined after the date hereof, and the employee believes that he has been unjustly disciplined, such discipline shall constitute a case arising under the Grievance Procedure, provided a written grievance, signed by the employee and a Lodge representative with respect thereto, is presented to the Immediate Supervisor within three (3) days after such disciplinary action. The employee involved shall be provided by the City at the time of the disciplinary action a statement of the charges against him/her, the violation(s) enumerated and a brief and concise statement of why this action is being taken. The employee shall have the opportunity to meet with his/her Lodge representative at the time he/she receives notice of upcoming disciplinary action and the Lodge representative shall be present if so requested by the employee at the time of the disciplinary action.

It is understood and agreed that, when an employee files a grievance with respect to a disciplinary action, the act of filing such a grievance shall constitute his/her authorization to the City to reveal to the decision-making participants in the Grievance Procedure relevant information available to the City concerning the alleged offense and such filing shall further constitute a release of the City from any and all claimed liability by reason of such disclosure.

Neither the probationary employee nor the Union shall have recourse to the grievance procedure over the discipline or discharge of a probationary officer. The Union shall not represent probationary employees in disciplinary and discharge matters but will represent said employees for purposes of wages, hours and other conditions of employment during the probationary period.

Section 2. Compensation. In the event it should be decided, under the Grievance Procedure, that the employee was unjustly disciplined, the City shall

reinstate such employee and pay full compensation, partial 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 discipline, less any unemployment compensation benefits received and/or any compensation earned by the employee during the period of time the employee was off work due to the disciplinary action.

ARTICLE 5 - SPECIAL MEETINGS

Section 1. Agenda. The City and Lodge agree to meet and confer on matters of clarification of the terms of this Agreement, upon written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. Discussions shall be limited to the matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continued collective bargaining negotiations, nor in any way to modify, add to or detract from the provisions of this Agreement.

Section 2. Meetings. Special meetings shall be held within ten (10) days after the receipt of the written request at a time and place mutually designated by the parties. The Lodge shall be represented at such meetings by the members of the Lodge Committee. The Lodge shall have the right to have a non-Lodge representative present at such meetings, provided that notice of such desire is given to the City Manager, in writing, at least five (5) days before the scheduled date for a meeting. The Lodge Committee may meet at the designated meeting place for a period not to exceed fifteen (15) minutes immediately preceding a meeting.

ARTICLE 6 - NO STRIKE CLAUSE

Section 1. No Strike Clause. The parties recognize that the services performed by employees covered by this Agreement are services essential to the

public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there by any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the City.

ARTICLE 7 - RESIDENCY

Section 1. Residency. Employees of the bargaining unit shall be allowed to reside not more than twenty (20) miles from the City's limits. The grant or denial of a request for a waiver of this residency requirement shall be in the sole discretion of the City Council. Any denial of a waiver request shall not be a proper subject for the grievance procedure and shall be final and binding on the Lodge and the requesting employee.

ARTICLE 8 - SENIORITY

Section 1. Definition. Seniority shall be defined as the length of an employee's continuous service with the City commencing with their last date of hire. Departmental seniority shall be defined as the length of the employee's continuous service with the police department commencing with their last date of hire into the department or transfer into the department. Rank seniority shall mean the length of continuous service in a rank commencing from the date of the employee's service in each rank and shall include the period of time occupying a higher rank. Seniority shall continue to accumulate during all approved leaves of absence, vacations and layoffs, except as hereinafter provided. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surnames.

Section 2. Probationary Period. All new employees shall be probationary employees until they have completed twelve (12) months of service uninterrupted by any type of service break. Absences during the probationary period shall extend the period by a like amount. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be disciplined and/or terminated in the sole discretion of the City with or without cause and neither the employee nor the Lodge shall have recourse to the Grievance Procedure over such discipline and/or discharge. The Lodge shall represent probationary employees with respect to wages, hours, and other conditions of employment only.

Notwithstanding any other provisions herein, probationary employees, upon satisfactory completion of one (1) month of employment shall become eligible for those economic fringe benefits available to employees who have completed their probationary period.

Section 3. Seniority List. The Employer will maintain an up-to-date seniority list, a copy of the seniority list will be posted on the appropriate board each year. 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, and the date of entry into each classification, starting with the senior employee at the top of the list. The City shall furnish a copy of the seniority list to the Lodge when it is published.

Section 4. Termination of Seniority. The employee's seniority and employment shall terminate for the following reasons:

(a) Employee resigns or quits;

(b) Employee is discharged or terminated

(c) Employee retires;

(d) Employee has been on layoff for a period of time in excess of twenty four (24) months or the length of the employee's seniority, whichever is less;

(e) The employee is convicted of a felony or any criminal offense involving dishonesty, sexual misconduct and/or a violation of any controlled substance Act;

(f) The employee is absent, without excuse, beyond the established term of a leave of absence;

(g) The employee is absent for three (3) consecutive work days without notifying the Employer;

(h) The employee has suffered a non-work related injury or illness and exhausted all leave and benefits;

(i) The employee has suffered a work related injury or illness and has not performed his/her regular shift work for a period of twenty four (24) months or the length of the employee's seniority, whichever is less.

Section 5. Layoff and Recall. If it is necessary to reduce the number of employees in a rank, employees shall be removed on the basis of their rank seniority, provided always, that the remaining employees have the skill to perform the available work in the rank. Employees removed from a rank may exercise their rank seniority in any other classification in which they have seniority, provided they have the skill to perform the available work in such classification. Employees with seniority shall not be laid off while probationary employees, temporary employees or disabled employees are still actively employed in the police department. Employees shall be recalled in accordance with their rank seniority. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to report for duty after notice. If the City is unable to contact an employee personally, notice shall be given to the employee by certified mail to his/her last known address.

Section 6. Promotions. The following section refers to promotions to the rank of Sergeant/Corporal. This section shall only apply to officers with two (2) or more years seniority, however, in the event that no currently employed officer has two (2) or more years seniority, the City may waive that requirement.

Promotions shall be determined by an oral Board composed of five (5) persons including the Immediate Supervisor or designee, two officers from other

Police Departments, and the City Manager and the Mayor or Mayor Pro Tem. A minimum of ten (10) oral questions shall be given to each candidate for promotion and each candidate shall be given the identical set of ten (10) questions. A majority decision by the oral Board shall determine which candidate will be promoted.

Section 7. Temporary Transfers. The City shall have the right to temporarily transfer employees within the bargaining unit, irrespective of his/her seniority status, from one (1) job classification to another to cover unforeseen absences such as illness or injury, for a period not to exceed five (5) working days.

The City shall also have the right to temporarily transfer employees within the bargaining unit to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year; however, after thirty (30) days, the temporarily transferred employee shall receive the higher classification rate of pay if it is applicable. Seniority shall have preference.

Section 8. Promotions to Sergeant or Corporal. Officers of this bargaining unit promoted to the position of Sergeant or Corporal shall, if after they are promoted they are laid off, have the right to again become a member of this bargaining unit.

In determining seniority, the employee shall be afforded the right to count his/her seniority in this bargaining unit along with the seniority accumulated by the employee in the position of corporal and/or sergeant.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1. Pass Days. The City schedules pass days (i.e., days off) during each employee's 28 days work cycle. These pass days are in lieu of calendar weekends, Saturdays and Sundays, because officers are required to work regardless of calendar weekends. Officers are notified of their scheduled work days, work week, and scheduled days off in accordance with Article 10, Section 2. Pass days will be scheduled for eight (8) days of each twenty-eight (28) day work

cycle when the work day is eight (8) hours and the work week is five (5) days. If employees are normally scheduled to work other than eight (8) hour days during a five (day) work week (i.e., 10 hour day/4 day work week), their pass days will be scheduled in accord with such. The City has the right to require that officers work overtime to meet the necessary and legitimate needs of the City. Officers may change pass days, after the schedule is posted, with the permission of the Chief of Police or his/her designee. Postponed pass days may be taken at a later date subject to the approval of the Chief of Police or his/her designee.

Section 2. Military Reserve Leave. For not to exceed fifteen (15) calendar days in any calendar year, the City will grant to an employee a leave so that he/she may perform full-time active duty with the reserve components of the Armed Forces of the United States. The employee must give the Immediate Supervisor notice of his/her call to active duty as promptly as is practicable and, following such duty, evidence that he/she performed it along with copies of his/her pay vouchers and the employee will be paid the difference between his/her regular pay and his/her military service pay.

Section 3. Personal Leave. Personal leave shall be earned at the rate of twelve (12) hours per month, commencing from the time of completion of the employee's probationary period to a maximum of fourteen hundred forty (1,440) hours of accumulated personal leave credit. Although no personal leave shall accrue during an employee's probationary period, upon the satisfactory completion of the probationary period, the employee will be deemed to have accumulated eight (8) hours of personal leave for each month of his/her probationary period which shall then be credited to the employee's accumulated leave.

An employee shall have the option at the end of his/her anniversary date of employment to be compensated at the wage rate in effect for the unused personal leave he/she has earned that year or may "bank" part or all of the unused personal leave to a maximum of fourteen hundred forty (1,440) hours.

Any personal leave "banked" under this option may only be used by the employee for sick time and may not be used for any other purpose.

An employee shall use all personal leave earned but not used during the current year before the employee may be eligible to use "banked" sick time under this provision.

Once the fourteen hundred forty (1,440) hours accumulation has been reached, personal leave earned thereafter shall be used by the employee or be cashed in for payment at the end of his/her anniversary date of employment.

Twelve (12) hours of personal leave shall accrue to the employee's credit at the end of each full calendar month of service to the maximum of fourteen hundred forty (1,440) hours of such credit. Upon the employee's death, retirement, or termination for other than good cause, the employee (or the employee's representative, in the event of his/her death) shall be entitled to receive a lump sum payment for one-half of all personal leave accumulated to the date of death, retirement, or termination of employment other than for cause.

This provision shall be in lieu of any provisions for sick leave, it being the intention of the City and the Lodge that personal leave may be used for any reason, including sickness or injury, and that an employee need not be sick or injured to receive the benefit of personal leave. The employee, however, who wishes to use personal leave for the reasons other than sickness or injury must notify the police department as far in advance of the time intended to be used as possible so as to avoid scheduling problems. To the extent personal leave is needed for reasons of sickness or injury, an employee who is ill or injured and who expects to be off work shall notify the police department as promptly as practical under the circumstances, but in any event no later than one hour prior to the beginning of a shift on the date of absence from work. Failure to so notify the department may result in denial of claim for paid time off credit.

Any benefits received under the provisions of accident and sickness insurance provided by the City under the provisions of the contract shall be deemed to be supplemental to the City's obligation to make payment to the employee during any such period, and the City's obligation to pay the employee during such period shall be reduced to the extent such benefits are available and paid.

Section 4. Funeral Leave. Leave will be given to attend the funeral or personal family matters when death occurs in the employee's immediate family. The immediate family shall include: Spouse, children, parents, parents-in-law, children-in-law, sisters, brothers, grandparents, and grandchildren three (3) days. For brother-in-law, sister-in-law, aunts, uncles, nieces, and nephews, one (1) day.

Funeral leave shall not be charged against sick or vacation leave. If additional time is necessary, it shall be granted to the employee at the discretion of the City.

Section 5. Vacation Leave. An employee shall be eligible for a vacation allowance with pay as follows:

Seniority	**Vacation Allowance**
1 year through 2 years	Eighty (80) hours
3 years through 5 years	One Hundred Four (104) hours
6 years through 10 years	One Hundred Twenty Eight (128) hours
11 years and more	One Hundred Sixty (160) hours

For purposes of computation of vacation leave, the completion of seven (7) months in any year shall count as a full year.

Vacations shall be granted by the Chief of Police, and such vacations shall be granted at times when it least interferes with the efficient operation of the Department.

Vacation allowance may be accumulated for a period of not more than twelve (12) months following the termination of the year in which earned, after which time it shall be forfeited without reimbursement.

If an employee who is otherwise eligible for vacation with pay quits or is discharged (other than for cause) without having received same, such employee shall receive along with his/her final paycheck from the City, compensation for any

unused vacation accumulated since his/her prior anniversary date, subject to the above limitation. If discharged for cause, the employee shall receive no compensation for accumulated vacation leave.

ARTICLE 10 - HOURS OF WORK

Section 1. Workweek. Employees covered by this Agreement shall be scheduled to be on duty a minimum of eight (8) hours or ten (10) hours during each scheduled duty day, and shall be required to be on duty a minimum of forty (40) hours per week, excepting as excused by the Employer.

Section 2. Work Schedule. A shift schedule shall be posted covering a twenty-eight (28) day work cycle indicating the normal workday, workweek, and pass days of bargaining unit employees. The work schedule will normally be posted thirty (30) days in advance of the period to be worked. Employees may exchange shifts with the prior approval of the Chief or his/her designee. Changes may be made in the posted schedule by the Chief or his/her designee as may be required to meet the needs of the Department.

Section 3. Overtime Compensation. Time and one-half an employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job, including court time, and briefing sessions in excess of forty (40) hours per week, or in excess of eight (8) hours in one day or if working a ten (10) hour day, ten (10) hours. Court time shall qualify for overtime compensation if such time together with all other time necessarily spent on the job by the employee exceeds forty (40) hours per week. All witness fees chargeable to the employee as a witness in their official capacity shall be paid to the City. Each employee shall be compensated at the described rate for a minimum of two (2) hours for each court appearance.

Section 4. Compensatory Time. In lieu of overtime payment, at the employee's discretion, he/she may receive compensatory time at the rate of time and one-half. Compensatory time may be accumulated to a maximum of forty (40) hours and must be utilized within six (6) months from the date it was earned. All

requests to take off earned compensatory time must be approved by the Chief of Police. Such approval will not be unreasonably denied.

Upon resignation, retirement or dismissal of an employee from the department all accumulated compensatory time shall be paid to the employee at the rate of time and one-half. In cases of deceased employees, their accumulated time shall be paid to their spouse or estate at the rate of time and one-half.

Section 5. Emergencies and Reimbursement of Compensatory Time. In the event the legitimate needs of the department do not permit the City to allow the employee to have compensatory time in the form of time off, the City shall reimburse the employee for his/her compensatory time accumulated in the form of cash.

Section 6. Call Back. The City agrees to pay a minimum of two (2) hours call back at the rate of time and one-half the employee's regular hourly rate of pay.

Section 7. Shifts. Shifts will be worked on either a fixed or rotating basis. If shifts are fixed, the shift selection will be permitted on a seniority basis every three (3) consecutive twenty-eight (28) day work cycles. If shifts are rotated, the senior most employee will have first pick of shift for the first three (3) consecutive twenty-eight (28) day work cycles following the pick. For the next three (3) consecutive twenty-eight (28) day work cycles the next most senior employee will pick first and the other employees will pick in the order of their seniority, and so on and so on until all full-time employees with seniority have exercised a first pick. Then the procedure for rotation will be repeated.

When a change from fixed to rotating shifts (or vice versa) is contemplated, the Employer shall give the bargaining unit employees a sixty (60) day notice prior to implementing the change unless the sixty (60) day notice requirement is waived by the bargaining unit.

ARTICLE 11 - HOLIDAYS

Section 1. Designated Holidays. The following holidays are designated by the City:

New Year's Day	Thanksgiving Day
Easter Sunday	Friday after Thanksgiving
Labor Day	Christmas Eve Day
Independence Day	Christmas Day
Memorial Day	New Year's Eve Day
Employee's Birthday	

Section 2. Holiday Payment. Employees who meet the eligibility requirements of this section shall receive a regular day's pay for the designated holidays, whether or not they work on the holiday. If the employee is required to work on a designated holiday he/she shall receive pay at the rate of time and one-half his/her regular hourly rate of pay for all hours worked on the holiday, in addition to receiving pay for the holiday. In order for an employee to be eligible for holiday pay, he/she must work his/her regularly scheduled work day the day prior to and the day following the holiday, unless the employee is on an approved paid leave of absence.

ARTICLE 12 - INSURANCE

Section 1. Hospital, Medical, and Surgical Insurance. The parties agree, as soon as possible after ratification of this Agreement, to implement insurance benefits for all employees covered by this Agreement under Blue Cross/Blue Shield Community Blue PPO Plan 1 with Traditional Plus Dental 50/50/50 without Orthodontics $800.00 maximum and VSP Vision Program. All premium costs shall be borne by the City.

Section 2. Life Insurance. The City agrees to maintain group life insurance for each active, full-time employee in the bargaining unit in the amount of twenty thousand dollars ($20,000.00) with an additional death benefit of twenty thousand dollars ($20,000.00) payable in the event that death occurs while the covered employee is on duty.

Section 3. Liability Insurance. The City shall maintain standard liability insurance coverage for all employees in the bargaining unit.

Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his/her authority and while in the course of the employee's employment, the City will itself pay for, or shall maintain insurance which shall pay for, the services of an attorney to advise the employee in the matter and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action for damages caused by the employee while in the course of his/her employment and within the scope of his/her authority, the City will indemnify the officer or will pay, settle or compromise the judgment. This duty of indemnification shall not exist where the action, actions, neglects, or omissions of the employee which were the subject of the civil action were committed outside the scope of the employee's authority, were outside the course of his/her employment, were in contravention of the rules and regulations of the Leslie Police Department, or constituted gross abuse of authority or wanton or willful misconduct. Further, the City's obligations under this Section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

Section 4. Worker's Compensation. Employees receiving benefits under Workers' Compensation may be reimbursed the difference between the amount

received and his/her regular salary from sick benefits, vacation pay, or insurance, with the approval of the City Council and insurance agent.

Section 5. Accident and Sickness Insurance. The City shall provide accident and sickness income insurance for injuries and sickness of any type. Said insurance shall become effective no later than twelve (12) days after the accident or sickness of the individual employee, and shall provide the employee with a payment of not less than sixty six and two thirds percent (66 2/3%) of his/her basic weekly earnings while so incapacitated due to accident or sickness for a period of not less than twenty six (26) weeks. In order for an employee to be eligible for accident and sickness insurance, he/she must utilize accumulated personal and vacation time to cover the period of absence prior to being eligible for benefits.

Section 6. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped in the course of his/her employment to the extent that he/she cannot perform his/her regular job, the City will make every effort to place the employee in a position that he/she is physically and mentally able to perform.

Section 7. Benefit Continuation. In the event an employee suffers from a non-work related injury or illness which prevents the employee from performing his/her regularly assigned duties, the Employer shall provide hospital, medical, and surgical insurance only for the period that the employee is receiving vacation, personal leave, or sickness and accident insurance benefits for a period not to exceed six (6) months, whichever is less. For work related illnesses or injuries, the Employer shall provide coverage for a period of not to exceed one (1) year from the date that the employee last performed his/her regularly assigned duties.

ARTICLE 13 - LONGEVITY

Section 1. Longevity Bonus. At such time as any full-time employee has completed four (4) years of continuous employment with the City of Leslie by December 1st of any calendar year, he/she shall thereupon become entitled to receive a longevity bonus according to the following schedule:

Years of Continuous Employment by City of Leslie	Percent of Base Pay to Be Longevity Bonus
4 - 7 Years	2%
8 - 11 Years	2½%
12 - 15 Years	3½%
16 - 19 Years	4½%
20 Years or more	5½%

Longevity payments shall be made with the first pay period in December. Payments due shall be computed on total continuous years of employment by the City of Leslie completed by December 1st of the years to be compensated. Payments shall not be made for partial years of service. No payments shall be made to an employee that leaves the service of the City prior to December 1st, except in the case of retirement, death, and permanent disability and then the total amount shall be prorated.

ARTICLE 14 - MISCELLANEOUS

Section 1. Addresses and Telephone Numbers. Each employee must provide the City with his/her residence address and phone number and any changes herein.

Section 2. Bulletin Boards. The City agrees to provide a bulletin board in the department for use only by the Lodge in posting notices of its meetings, elections, and recreational or entertainment activities. Other types of Lodge notices shall not be posted unless and until approved by the Immediate Supervisor.

Section 3. Uniforms. The City shall furnish Lodge members, at its expense, with the items listed below and shall replace said items on an as needed basis:

Two pair of regulation shoes (for summer and winter wear)	Rain coats
Four long-sleeved shirts	hats
Four short-sleeved shirts	Badges
Four pairs of pants	Jackets (summer and winter wear)
Belt	Soft body vest per City's choice
Holster, cuff case and ammo pouch	Weapons

Section 4. Cleaning Allowance. The City shall be responsible for and pay for all reasonable and necessary expenses for the cleaning and laundering of uniforms of Lodge members, without limitation.

Section 5. Automobiles. In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design, and construction commensurate with the function and responsibility of the officer to be performed and reasonably related to the safety of the officer involved.

All patrol vehicles shall be equipped, at the City's expenses, with the following:

First Aid Equipment	Flood Lights,
Emergency Equipment,	Spotlights,
Shot Gun,	Power Steering,
Protective Screen,	Power Brakes.
Vehicles shall have air conditioning, power door locks, and power windows.	

Section 6. Educational Incentive Pay. An educational bonus shall be paid to officers for credit hours they have received according to the following plan:

Credit Hours	Educational Bonus
Associates Degree *	5½% of base pay
BA or BS Degree *	6½% of base pay
Masters or Doctorate *	6½% of base pay
* DEGREE MUST BE IN CRIMINAL JUSTICE OR LAW ENFORCEMENT-RELATED FIELD.	

Section 7. Educational Assistance. The City shall reimburse full-time employees for the actual cost of tuition and books incurred in connection with the taking of pre-approved police related courses at an accredited institution, and only if the employee completes the course with a grade of C or better.

Section 8. Fill-In Assistance.

(a) Part-time Officers may be used by the City in the following circumstances:

1. When a full-time officer is on vacation;
2. When a full-time officer is on illness or injury leave;
3. When a full-time officer has, at the officer's request, been excused by the Chief of Police from working a designated holiday;
4. In the event of an emergency.

The rate of pay for part-time officers shall be at the lowest rate permitted by this contract.

(b) If a vacancy occurs in a full-time position that the City desires to fill, it may utilize part-time officers to fill the vacancy for a period of up to sixty (60) days. This period can be extended to ninety (90) days provided the City notifies the Lodge of the circumstances warranting such extension.

(c) In addition to the City's right to use part-time officers as set forth in subsections A and B above, the City may utilize part-time officers to supplement the work force with part-time officers for up to a combined annual total of 1,560 hours. This additional use of part-time officers will cease if

there has been a reduction of the regular full-time work force, through layoff or elimination of position(s).

(d) In the event that it becomes necessary to fill the whole or partial shift of a full-time officer with a part-time officer, the other full-time officers, in the order of their seniority, shall have the right to fill the shift and to request that the shift to which they would otherwise be assigned be filled by a part-time officer.

Section 9. Retirement. The City has adopted the MMERS B-I Plan with F55/25. Said Plan incorporates all prior years of credited service and has an employee contribution rate of 5%. Effective June 30, 2000, B-3 Plan with FAC 3 will be implemented. The employee contribution will remain at 5%.

Section 10. Mileage. The City shall reimburse employees for mileage expenses incurred in traveling in connection with their employment by private conveyance at the rate in effect at the ratification of this Agreement, or that rate granted to other City employees or officials, whichever is greater.

ARTICLE 15 - TERM OF AGREEMENT

Section 1. Effective and Termination Date. This Agreement shall continue in full force and effect from the date of its ratification through JUNE 30, 2002.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall be continued in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. If notice of amendment of this Agreement has

been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of termination or modification shall be in writing and shall be sufficient if sent by mail, if to the Lodge to 5195 Jet Drive, Lansing, Michigan 48911; and if to the Employer, addressed to 107 East Bellevue Street, Leslie, Michigan 49251, or to any such address as the Union or Employer may make available to each other.

CAPITOL CITY LODGE NO. 141:

CITY OF LESLIE:

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Classification	[illegible]	[illegible]
0-12 months	$27,533.26	$28,634.59
13-24 months	$28,644.12	$29,789.88
25-36 months	$30,282.52	$31,493.82
37 months and over	$32,060.43	$33,342.85

Any employee who leaves the active payroll of the Employer as a consequence of a voluntary quit or sustained disciplinary discharge with an effective date prior to ratification of the new Agreement by the City of Leslie, will be ineligible for any retroactive wage or benefit adjustment.

CAPITOL CITY LODGE NO. 141:

CITY OF LESLIE:

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