

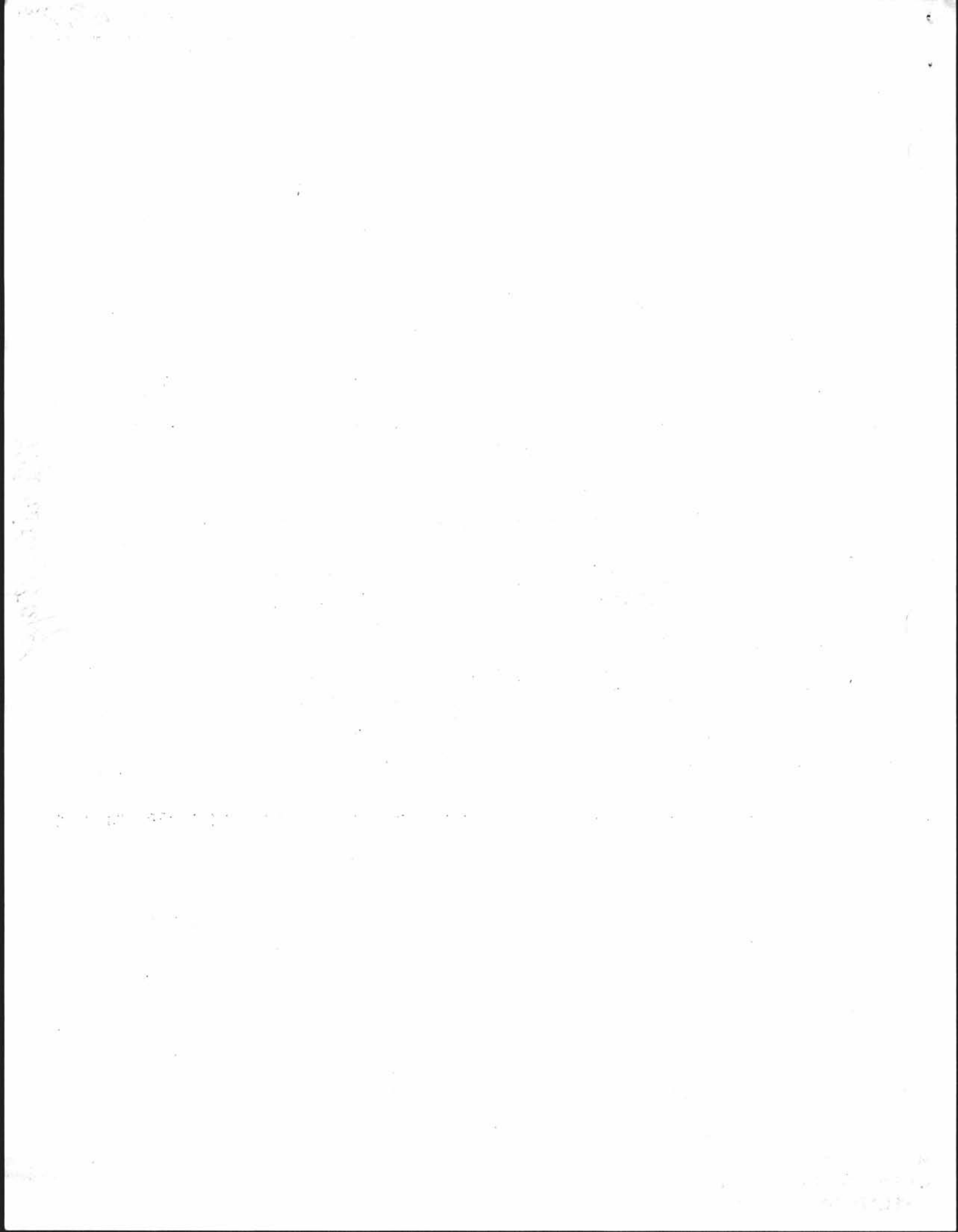
Label 5

MANAGER 6/30/2004

AGREEMENT
BETWEEN
THE CITY OF MANISTEE
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: July 1, 1999 - June 30, 2004

Manistee City



AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 2000, by and between the CITY OF MANISTEE, a Michigan Municipal Corporation, hereinafter referred to as the "City", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in rendering proper services to the community.

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

ARTICLE I
RECOGNITION

1.1 Collective Bargaining Unit. The City hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Public Act No. 379, of the Public Acts of the State of Michigan of 1965, as amended, for the employees of the City included in the following collective bargaining unit:

All full time police officers employed by the City of Manistee, BUT EXCLUDING the Chief of Police, Assistant Chief, Confidential employee (Chief's secretary), sergeants and all other City employees.

ARTICLE II
REPRESENTATION

2.1 Collective Bargaining Committee. The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the grievance

procedure. The collective bargaining committee shall also meet with representatives of the City at such time as joint City-Union collective bargaining negotiations are held. In the absence of a collective bargaining committee member, an alternate may act in their stead. The Union shall furnish the City in writing the names of its collective bargaining committee members and alternates before they will be recognized.

2.2 Reporting. When it is necessary for a collective bargaining committee member or alternate to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, he shall first obtain permission from the Chief or the officer in charge. Such permission shall not be unreasonably withheld. The committee member shall return to their job as promptly as possible and upon their return shall immediately report to the Chief or the officer in charge.

2.3 Lost Time. The City agrees to pay for all reasonable time lost by an employee or a member of the collective bargaining committed during their regularly scheduled hours while processing grievances in accordance with the grievance procedure set forth in Section 5.2, and for all reasonable time lost by collective bargaining committee members from their regularly scheduled hours while participating in joint City-Union collective bargaining negotiations. Lost time shall be compensated at the employee's straight time regular rate of pay.

ARTICLE III UNION SECURITY

3.1 Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

3.2 Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.1 shall, as a condition of continued employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence on the first of the month following completion of the employee's first 30 days of employment with the Police Department. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the City in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be

satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of Section 3.5.

3.3: In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

3.4: Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the City. The notice shall detail the facts of the non-compliance, provided the employee within ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the City in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the City to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the City shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The City agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

3.5: Checkoff.

- A. During the term of this Agreement, the City agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by

the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

- B. All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.
- C. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union and not by the city.
- D. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- E. The City's sole obligation under this Section is limited to the deduction of service fees and, where applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.

3.6: Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City pursuant to Sections 3.2, 3.3 and/or 3.4.

ARTICLE IV
MANAGEMENT RIGHTS

4.1 Management Rights. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to determine the number of personnel required; to direct and control operations; to discontinue or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improve methods and equipment and outside assistance either in or out of the City's facilities; and in all respects to carry out the ordinary and customary functions of management, provided however, these rights shall not be exercised in violation of any specific provision of this Agreement. The City shall also have the right to hire, promote, assign, suspend, discipline, and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine reasonable penalties for violations of such rules; to make judgements as to ability and skill; to establish and change work schedules; to establish classifications of work and to maintain order and efficiency, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

4.2: Rules and Regulations. The City reserves the right to establish, from time to time, reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for such rules. The Chief of Police shall cause such rules, including any deletions or amendments, to be published in a Departmental Manual. Employees covered by this Agreement shall receive a copy of the manual and any deletions or amendments thereto. Employees shall sign a statement indicating that they have received a copy and an explanation of the manual and any subsequent deletions or amendments. This Agreement shall take precedence over any conflict that may arise between this Agreement and the manual published by the Employer. The Union reserves the right to grieve the reasonableness of any rule or regulation at the time such rule or regulation is enforced.

4.3: Verbal Counseling. Verbal counseling and a verbal reprimand shall not be construed as discipline and are not grievable under Article V.

ARTICLE V
GRIEVANCE PROCEDURE

5.1: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application, interpretation, or alleged violation of the provisions of this Agreement as written.

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

Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with the Chief of Police, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the grievance or within five (5) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, a collective bargaining committee member may be present. The Chief of Police, or designated representative, shall give the employee concerned an oral answer to the grievance. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure. If the grievance is not satisfactorily settled in the Step I Verbal Procedure, the complaint shall be reduced to a written grievance within five (5) working days of the oral answer and submitted to the Chief of Police, or designated representative. The grievance shall be signed by the employee and a collective bargaining committee member shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The Chief of Police, or designated representative, shall place an answer on the written grievance within five (5) working days following the date the grievance was submitted at this step, and return it to the collective bargaining committee member.

Step 3. City Manager Appeal. If the grievance is not satisfactorily settled in the Step 2 Written Procedure, it may be appealed by submitting the

grievance to the City Manager, or designated representative, within five (5) working days following receipt of the Chief of Police's written answer in Step 2. Within seven (7) working days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Union.

The City's representatives shall be the City Manager and the Chief of Police and the Union's representatives shall be the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the seven (7) working day period, it shall be scheduled for a date mutually convenient to the parties. The City Manager, or designated representative, shall place a written answer on the grievance and return the grievance to the collective bargaining committee within seven (7) working days after the meeting.

5.3: Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the City's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

5.4: Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

5.5: Grievance Form. The grievance form shall be mutually agreed upon by the City and the Union.

5.6: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be filed and processed initially at Step 3 of the Grievance Procedure within five (5) days after such action is taken.

5.7: Discipline. Records of disciplinary action involving individual employees shall be maintained for two years after the

most recent disciplinary action. This two year time period shall "roll" so that records five years old would be maintained if repeated incidents occurred within the two year time period in the following years.

ARTICLE VI
ARBITRATION

6.1: Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager and the Chief of Police within twenty (20) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this for in to the City Manager and the Chief of Police not later than twenty (20) working days following the date of the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the City's last disposition. The time limits for requesting arbitration may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

6.2: Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators, and thereafter the parties shall alternate making the first strike of an arbitrator from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the City. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives.

6.3: Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided.

6.4: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

ARTICLE VII
STRIKES AND ILLEGAL ACTIVITIES

7.1: No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; no shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties.

7.2: No Lockout. During the life of this Agreement, the City, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 7.1 agrees to not lockout any employees covered by this Agreement.

ARTICLE VIII
SENIORITY

8.1 Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Manistee Police Department commencing with their last date of hire. The application of seniority shall be limited to the preferences specifically cited in this Agreement.

8.2: Probation Period. All employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment (excluding time spent in mandatory training) following their first day of work for the City in the Police Department, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not

completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

8.3: Seniority List. The City shall maintain a roster of employees, arranged according to seniority, showing name, rank, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union upon ratification of this Agreement and every six (6) months thereafter. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

8.4: Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

- A. If the employee quits or resigns.
- B. If the employee retires.
- C. If the employee is terminated or discharged and the termination or discharge is not reversed.
- D. If the employee is absent from work for three (3) consecutive working days without notifying the City, unless the employee's failure to notify the City is for a satisfactory reason.
- E. If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a satisfactory reason.
- F. If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a satisfactory reason.
- G. If the employee is on layoff status for a period of eighteen (18) consecutive months or the length of the employee's seniority, whichever is lesser.
- H. If the employee is on a disability leave for a period of twelve (12) consecutive months or a worker's compensation leave for a period of eighteen (18) consecutive months or the length of

the employee's seniority at the time of the leave, whichever is lesser.

- I. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.
- J. If the employee is convicted of a felony.
- K. If the employee makes an intentional false statement on his employment application or on an application for a leave of absence.

8.5: Layoff. In the event that a reduction in the work force becomes necessary, the first (1st) employees to be reduced from the Department shall be in the order stated:

- A. Irregular, temporary, and probationary employees shall be laid off first;
- B. Thereafter, the first (1st) employee to be laid off shall be the employee with the least seniority, provided, however, that the remaining senior employees have the necessary training, ability, and experience to perform the required work.

8.6: Recall. Employees who are laid off shall be recalled in order of their seniority when the work force is to be increased, provided the employee has not lost their seniority.

8.7: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within ten (10) days of the date the notice was sent, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

8.8: Seniority Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences.

ARTICLE IX
LEAVES OF ABSENCE

9.1: Paid Sick Leave. It is agreed that employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Each full-time employee shall be credited with forty-eight (48) hours of sick leave and will earn sick leave at the rate of four (4) hours for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary. Paid sick leave and sickness and accident insurance payments may be used to achieve a full month of employment for a period of up to thirty (30) consecutive days.
- B. Sick leave shall be paid at the employee's regular hourly rate of pay when they take sick leave.
- C. Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certificates, or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required for each absence, regardless of duration, if the City has reason to believe an employee is abusing their sick leave privileges.
- D. at the end of each calendar year, all accrued but unused sick leave in excess of sixty-four (64) hours shall be multiplied by the employee's straight time rate of pay and paid to the employee.

9.2: Funeral Leave. An employee shall be granted up to three (3) consecutive days leave immediately following the date of death of a member of the employee's immediate family to allow the employee to attend the funeral. "Immediate family" shall mean the employee's current spouse, children including stepchildren, mother, father, sister and brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day. No funeral leave will be paid to any employee while on leave of absence, layoff or disciplinary suspension, or to employees who do not attend the funeral.

9.3: Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days and are unable to work for the City because of a non-work related injury, illness, pregnancy or other disability, subject to the City's right to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the performance of work due to illness, injury or other disability. During a disability leave, an employee shall receive paid sick leave under Section 9. 1, Paid Sick Leave and sickness and accident insurance payments under Section 14.2, Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Section 14.5, Obligation to Continue Payments. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at its cost, and, if appropriate require the employee to take a leave of a en e under this section. Employees are required to notify the City of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the City's satisfaction that the employee is medically able to perform the employee's job.

9.4: Unpaid Personal Leave. The City may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the Chief of Police. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of absence may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

9.5: Military Training or Emergency Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

9.6: Workers' Compensation Leave. An unpaid workers compensation leave of absence will be granted to employees who are unable to continue to work at the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving voluntary workers compensation payments from the City, subject to the City's right to require medical proof. This workers compensation leave will continue for the period of the employee's disability; provided, however, that an employee may not be on workers compensation leave for a period of more than eighteen (18) months. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the City. In the event that the City determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. All employees returning to work from a workers compensation leave of absence must establish to the City's satisfaction that the employee is able to perform the employee's job.

9.7: Return to Work After Leave of Absence. Employees returning from Employer approved paid leaves of absence, disability leave, workers' compensation leave, and military training or emergency duty leave will be reinstated to their former job classification. Employees returning from other leaves of absence shall be offered reinstatement to the employee's former job classification if a position is currently open and available. If there is no position currently open and available in the employee's former job classification, reinstatement shall not occur until a position in the employee's former job classification becomes open and available. The provisions of the foregoing notwithstanding, the City reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

9.8: Short Term Duty Related Injuries. The Employer agrees to continue employees on the payroll for the first fourteen (14) days of injury due to duty related instances. Such continuance shall not be deducted from employee sick time. The employee is to sign

over workers' compensation payments for this period if injury becomes a compensable one under statutes.

ARTICLE X
HOLIDAYS

10.1: Holidays. The following days are holidays for purpose of this agreement:

| | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Veteran's Day | Employee's Birthday |

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

10.2: Holiday Eligibility. Employees eligible for holiday benefit must not be on layoff or leave of absence, other than funeral leave and sick leave provided for in this Agreement, which began more than seven (7) calendar days prior to the holiday.

10.3: Holiday Work. An employee who works on a holiday shall be paid at the rate of double time, provided the employee was not regularly scheduled to work that day. Any employee who works overtime on a holiday shall be paid at the rate of double time.

10.4: Payment Upon Death. Upon death an employee's beneficiary shall be paid for all earned vacation, holidays, and compensatory time.

10.5: Holiday Benefit. Each employee shall be granted eight (8) hours compensatory time off with pay, or eight (8) hours' pay, at the employee's option, for each of the recognized holidays for which the employee is eligible. The employee must provide a three day notice of request to take a holiday. The employer may waive this three day notice requirement.

ARTICLE XI
VACATIONS

11.1: Vacations. All full time employees of the Police Department with the required seniority as of January 1 of each year, shall be granted a vacation with pay in accordance with the following schedule:

| <u>Seniority Required</u> | <u>Time Off</u> |
|---------------------------|-----------------|
| 1 Year | 40 hours |
| 3 Years | 80 hours |
| 8 Years | 120 hours |
| 15 Years | 160 hours |
| 23 Years | 200 hours |

11.2: Vacation Scheduling.

- A. Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the City's rules, provided, that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the Department and the City's obligation to the public generally.
- B. Vacation requests must be submitted by February 15 of each year. If an employee does not submit a vacation request, the City may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically authorized by the Chief. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation leave may not be accumulated from year to year. Should an employee not be able to take his vacation in the year through no fault of his own, such vacation shall be carried over into the following year.

11.3: New Hires. Full time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed one (1) year of service on the January determination date shall receive a vacation leave with pay upon the completion of one (1) year of service. The employee must take his vacation by the December 31st immediately following his first (1st) anniversary date of hire.

ARTICLE XII
HOURS OF WORK AND OVERTIME

12.1: Work Period. The normal work period for employees shall consist of twenty-eight (28) consecutive days. The normal tours of duty for employees shall consist of one hundred sixty (160) hours in a work period. These tours of duty shall be arranged in shifts by the Chief of Police and will normally consist of eight (8) hours per day.

12.2 Work Schedule. The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. It is recognized that vacation, leaves of absence, or changes in personnel levels may necessitate schedule changes, in which case the Chief of Police will consult with the employees involved before making such changes and, in so far as practical, attempt to devise a schedule acceptable to the employees involved. The Chief of Police may make occasional changes in individual schedules for special situations, and will give at least three (3) days advance notice.

12.3: Court Time. An employee shall be paid at the rate of time and one-half (1-1/2) for court time for a minimum of two (2) hours at time and one-half (1-1/2) when appearing on off duty time.

12.4: Call Back Pay. Employees who are called back to work after having completed their regular shift shall receive a minimum of four (4) hours' pay at their base rate (wage) or time and one-half (1-1/2) for the hours worked, or whichever is greater. For work performed in the excess of four (4) hours on call-in time, the employee shall receive eight (8) hours of pay at his base rate or time and one-half (1-1/2) for the hours worked, or whichever is greater.

12.5: Shift Premium. In lieu of the shift premiums previously paid, \$350 was added to the salary structure on July 1, 1987 after the salary increases effective on that date were computed.

12.6: Pay Period. The pay period shall be on a weekly basis.

12.7: Overtime Equalization. Call-in overtime shall be divided as equally as practicable among employees consistent with the Department's overtime equalization policy.

12.8: Overtime Premium PM. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked over eight (8) in a day and/or one hundred sixty (160) in a twenty-eight (28) day work period. For purposes of this section, hours worked include all hours compensated.

12.9: Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay.

ARTICLE XIII WAGES

13.1: Classification and Rates. Listed in Appendix "A" and incorporated herein are the wages for the respective classifications covered by this Agreement.

13.2: Longevity. The City shall pay the employee twenty-five dollars (\$25.00) for the first (1st) year of service and an additional twenty-five dollars (\$25.00) for each year thereafter up to a maximum of \$625.00. The amounts will be paid the employee no later than the second (2nd) pay period in December of each year. Employees may currently participate in the City's ICMA Deferred Compensation Program.

ARTICLE XIV
INSURANCE

14.1: Hospitalization Insurance. The City will make available a group insurance program covering certain hospitalization, surgical and medical expenses from participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B through Blue Cross/Blue Shield. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium, if any.

14.2: Tenn Life Insurance. All full time employees shall be eligible for term life insurance policy coverage in an amount of Ten Thousand Dollars (\$10,000.00) with double indemnity for accidental death and dismemberment after completion of the waiting period presently in effect. The City agrees to pay the total premiums required for eligible employees for this term life insurance.

14.3: Dental Insurance. The City will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix C through Blue Cross/Blue Shield. The specific terms and conditions governing the group insurance program are set forth in

detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium.

14.4: Insurance Carrier. The City reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator or such self-insurance programs; provided, however, that the benefits provided shall remain equivalent or better.

14.5: Retiree Insurance Coverage. Employees who retire from the City and are eligible for a normal retirement benefit as of the date of their last day of active service with the City may continue coverage for themselves and their dependents through the City's health and dental insurance plan, as the same may exist from time to time, until eligibility for Medicare or age 65, whichever comes first. The City will pay 50% of the cost for this retiree insurance from the date of normal retirement until the employee reaches age 62. The City will pay 100% of the cost for the retiree insurance from age 62 until eligibility for Medicare or age 65, whichever ever comes first. The provisions of the foregoing notwithstanding, the City's payment for employees who retire on or after July 1, 1994, shall not exceed \$250 per month. Upon attainment of age 65 or edibility for Medicare, the retiree and their dependents shall only be eligible to participate in the retiree supplemental health insurance program as the same may exist from time-to-time, but the retiree is required to pay the entire cost of this insurance. Retirees must make arraignments satisfactory to the City for the payment of the retiree's portion of the insurance premium. Employees who leave the employ of the City before becoming eligible for a normal retirement benefit may continue to participate in the City's health and dental insurance plan only through the provisions of COBRA, and do not again become eligible to participate in the City's health and dental insurance plan after they begin receiving a deferred vested pension from the City's pension program. In the event that a retiree dies while receiving retiree insurance coverage under this provision, the spouse of that individual may continue to participate in the City's health and dental insurance program under the same terms as were previously in effect for the retiree.

14.6: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, resigns, is laid off, or commences an unpaid leave of absence, the City shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the premium month in which the discharge, quit, resignation, layoff, an unpaid leave of absence commences. The City shall continue to pay insurance premiums for employees who are on a disability leave for a period of six (6) months, and for employees on a workers compensation leave for a period of eighteen (18) months. Employees on City approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the City, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The City shall resume payment of insurance premiums for eligible employees who return to work as of the first (1st) day of the premium month following the date of the employee's return to work.

14.7: Health and Dental Insurance Payments. During the term of this agreement, the City agrees to pay up to \$508.29 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plans. This amount shall be increase by the amount of health and dental care premium increases that shall become effective through June 30, 2004. Employees electing sponsored dependant and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The City's liability under this Section shall be limited to these payments.

14.8 Sickness and Accident Insurance. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to seventy percent (70%) of their normal gross weekly wage (based upon forty (40) hours of work per week). These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Except as provided in subsection (e) of Section 9. 1, Paid Sick Leave, no employee shall duplicate or pyramid paid sick leave and sickness and accident benefits. The City agrees to pay the total premiums required for eligible employees.

14.9: In the event an employee's workers compensation claim is contested which results in no sick and accident reimbursement until after the compensation dispute is resolved, leaving the employee with neither workers compensation payments or sick and accident benefits, the City agrees to pay the lesser of the two amounts

until such time as the lesser benefit is exhausted. Upon resolution of dispute, employee must make restitution to employer.

14.10: Social Security Portion of Medicare. Employees who so desire may have voluntary payroll deduction of the Social Security portion of Medicare required contributions that subsequently make employees eligible for Medicare.

ARTICLE XV
UNIFORMS, SAFETY AND EQUIPMENT

15.1: Operational Procedures. The City, the Union and all employees covered by this Agreement recognize that the City's primary duty and responsibility are to provide law enforcement assistance to the citizens of the City of Manistee. Bearing this in mind, the City will always consider the personal safety of the employees in establishing operational procedures.

15.2: Safety Protests. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest. If ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and refer the matter to the Chief for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up as being not in safe operating condition or not equipped with the safety appliances prescribed by law before such vehicle is checked and released by a Command Officer or garage.

15.3: Accidents and Equipment Defects. Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of their shift, report all defects of equipment which reasonably should have been known to the employee. Failure to comply with this provision shall subject such employee to disciplinary action by the City.

15.4: Uniforms and Equipment. The City shall provide such uniforms and equipment as the City shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment.

15.5: Eyeglasses. The City agrees to replace eyeglasses if such items are damaged while in the line of duty. Replacement will be allowed at the employee's regular optometrist.

15.6: Shoes and Flashlight. The City shall furnish or pay for one (1) pair of approved footwear per year for each employee, not to exceed \$65 per year per employee. The City shall furnish a flashlight as part of the required equipment.

15.7: Lockers. Employees shall be furnished lockers, and the Employer shall continue to provide the necessary devices to insure reasonable comfort and protection for all-its employees.

15.8: Cleaning Reimbursement. The Employer will reimburse the employees for cleaning of uniforms or replacement thereof where the cleaning or replacement is necessitated by extraordinary circumstances, including damage from fighting fires, resistance to arrest, or other unusual circumstances incurred in the line of duty.

15.9: Cleaning Allowance. Each employee shall receive a cleaning allowance of \$200.00 payable the last pay period in June of each year.

ARTICLE XVI
PROMOTIONS

16.1: Sergeant selection. In the event that the City determines to fill a Sergeant or Detective Sergeant vacancy, notification that the vacancy will be filled shall be posted for a period of fifteen (15) days, Saturdays, Sundays and holidays excluded. Employees who are on leaves of absence or on vacation shall have notification sent to the address reflected on the City's records. Individuals with at least five (5) years experience as a sworn law enforcement officer in a similar or larger Michigan Department who have completed their probationary period with the City desiring to be considered for the vacancy shall apply in writing to the Chief of Police, or designated representative, within the fifteen (15) day posting period. The eligibility of applicants for the vacancy shall be determined as follows:

- A. Oral Interview. The Oral Examining Board shall determine the ability of applicants to perform the duties of the Sergeant's position, utilizing those factors considered relevant in the discretion of the Oral Examining Board. The Chief of Police shall appoint the Oral Examining Board, which shall consist of not less than two (2) law enforcement officers of the rank of Sergeant or higher, at least one of which shall be a non-employee of the City. The City shall endeavor to post the names of the Oral Examining Board at least ten (10) calendar days prior to the oral interview. Applicants who

believe that a non-employee Board Member might not be impartial shall deliver a written statement to the Chief of Police prior to the oral interview. If the City determines that the challenged non-City employee member of the Oral Board cannot be impartial, a new member shall be appointed. The oral interview constitutes a possible thirty (30) points of an applicant's total final score. The Oral Board shall be scored before written test results are reviewed.

- B. Written Examination. Individuals seeking appointment to the vacancy must take a written examination, which shall be selected by the Employer. The Employer shall provide at least sixty (60) days advance notice of the date--of the administration of -the written examination, and shall supply a list of recommended materials to review if provided by the test administrator. The written examination constitutes a possible forty (40) points of an applicant's total final score. These points will be based upon the actual examination score (i.e., 75% correct answers would equate to 30 points), rounded to the nearest whole or half point. A minimum passing score of 70% is required for a candidate to complete the promotional process.
- C. Paired Evaluation. Applicants will receive up to a maximum of twenty (20) points based upon their last paired evaluation. Paired evaluations for purpose of promotional consideration will be performed not less than on an annual basis. Points will be assigned based on a "curve" with proportionate points assigned compared to the highest score.
- D. Seniority. Applicants shall receive one (1) point for each year of seniority, up to a maximum of ten (10) points. Seniority points will be determined based on the date of the posting.

The City shall appoint the applicant achieving the highest combined score within the promotional process to fill the Sergeant vacancy. The results of a promotional process shall be utilized for any additional sergeant vacancies that are declared by the City to exist within six (6) months of the date of the first promotion; provided, the process shall begin anew in the event that any employee is eligible for the second vacancy but was not eligible for the first vacancy.

The parties are anticipating that a sergeant vacancy will be filled during the summer of 1997. The provisions of Section 16.1 notwithstanding, in the event that there are additional sergeant promotional opportunities which occur more than six (6) months after the promotion anticipated to be filled during the summer of 1997 but before January 1, 1999, Officers Schmeling, Nernecek, Thompson and Bruce will be eligible to participate in that promotional process even if they do not have the requisite five (5) years of service.

16.2: Right to Return. Employees who are promoted to Sergeant are required to serve a new job probationary period of six (6) months to prove that they have the skill and ability to perform all the requirements of the sergeant's position. If the employee fails to meet all the requirements of the position to the satisfaction of the City, the employee will be transferred back to the employee's prior classification; provided, however, that the City reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employees request.

ARTICLE XVII
MISCELLANEOUS

17.1: Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

17.2: Posting of Time. The City agrees to post on a monthly basis the amount of sick leave, vacation time, and holiday time each employee has earned and has not used.

17.3: Residency. Employees are required to maintain a bone fide residence and their primary domicile within twenty (20) miles from the Manistee City Limits. The parties agree to identify boundaries on a mapped area.

17.4: Re-employment Following Active Military Service. Employees who leave the employment of the City to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the City. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the City in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in

accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

17.5: Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

17.6: Intent and Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter now removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject. This Agreement can be modified by mutual agreement in writing by all parties, and the provisions of this Agreement shall be subject to any changes made necessary by reason of State or Federal legislation.

17.7: Maintenance of Conditions. Mandatory conditions of employment in effect at the execution of this Agreement not otherwise covered by this Agreement shall be maintained during the term of this Agreement, provided, however, that this clause shall not be used to enforce any practice not known and allowed to exist as a practice by the City. The City will make no unilateral reduction in wages, hours, or changes in conditions of employment provided for in this Agreement during the term of this Agreement.

17.8: Specialty Jobs. The City agrees to post notice of any specialty jobs which may be created within the rank of patrolman in order that employees may express their interest in such specialty jobs. The City reserves the unilateral right to make appointments to specialty jobs.

17.9: Drug Testing. The City of Manistee Police Department Drug testing policy set forth in general order 99-01 is agree to be reasonable and not in conflict with the provisions of the collective bargaining agreement, provided that II, A, 4, is modified to read:

4. All officers shall be required as a condition of employment to participate in any unannounced random drug tests scheduled by the Chief. Random testing for all sworn officers will not exceed twice in a 365 day period.

ARTICLE XVIII
PENSION

18.1: Pension. Employees are provided with a defined benefit retirement plan created within the City Pension Ordinance and contribute 6.00% of their salary to that retirement plan. Employees are entitled to a normal retirement when they reach age fifty (50) and have at least twenty-five (25) years of credited service or have reached age fifty-five (55) and have at least fifteen (15) years of credited service. Employees who leave the employ of the City prior to being eligible for a normal retirement are entitled to a deferred vested retirement when they have reached age fifty-five (55) and have at least fifteen (15) years of credited service. The retirement pension under form of payment straight life is equal to the employee's final average salary multiplied by 2.50% per year of credited service to a maximum of thirty years, but not to exceed 75.00% of the employee's final average salary. All details regarding the defined benefit plan are set forth in detail in Chapter 294 of the Code of Ordinances. Chapter 294 shall be amended to clarify the eligibility for normal and deferred vested retirement set forth above.

18.2: Reopener. Should the City improve current past retiree benefits, the Union may reopen the contract to negotiate pension benefits.

18.3: Employee Pension Contribution. Effective July 1, 2001, the employee pension contribution rate shall be reduced from 6% to 5%. Effective July 1, 2003, the employee pension contribution rate shall be reduced from 5% to 4%.

ARTICLE XIX
TERMINATION

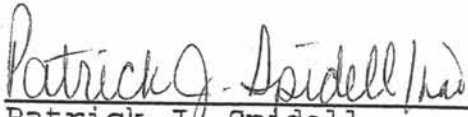
19.1: Term of Agreement. This Agreement shall become effective on the date executed and shall remain in full force and effect through June 30, 2004 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to expiration deliver written notice to the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire

Agreement on the expiration date in the same manner as notice of desire to terminate.


19.2 Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF MANISTEE



Patrick J. Spidell
Business Agent



R. Ben Bifoss
City Manager

MANISTEE POLICE OFFICERS
ASSOCIATION

By Council Action: 2/01/00


John C. Beddy, Pres.
M.P.O.A.


Vice Pres

APPENDIX A

The following wage rates for police officers shall be effective the first full pay period beginning on or after the dates indicated:

| | <u>Start</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 years</u> | <u>4 Years</u> | <u>5 Years</u> |
|--------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 7-1-98 | 24,003 11.54 | 26,707 12.84 | 28,517 13.71 | 30,306 14.57 | 31,658 15.22 | 32,989 15.86 |
| 7-1-99 | 24,993 12.02 | 27,697 13.32 | 29,507 14.19 | 31,296 15.05 | 32,648 15.70 | 33,979 16.34 |
| 7-1-00 | 26,362 12.67 | 29,066 13.97 | 30,876 14.84 | 32,665 15.70 | 34,017 16.35 | 35,348 16.99 |
| 7-1-01 | 27,772 13.35 | 30,476 14.65 | 32,286 15.52 | 34,075 16.38 | 35,427 17.03 | 36,758 17.67 |
| 7-1-02 | 28,875 13.88 | 31,579 15.18 | 33,389 16.05 | 35,178 16.91 | 36,530 17.56 | 37,861 18.20 |
| 7-1-03 | 30,011 14.43 | 32,715 15.73 | 34,525 16.60 | 36,314 17.46 | 37,666 18.11 | 38,997 18.75 |

APPENDIX B

The following coverages are provided under the group hospitalization program:

Blue Cross / Blue Shield

The Blue Preferred PPO Plan Option I will be the base coverage with the Preferred Rx \$5.00 drug card. The City will provide a flexible benefit option. If available from providers, employees may select additional or alternate insurance riders such as optical, orthodontics or other. If the cost exceeds Option I above, the additional coverage will be at the employee's cost which will be handled through a payroll deduction.

If the employee has alternate coverage-, the employee may opt-out of the City's coverage. In that event the employee will receive credit in an amount equal to the then current City cost for single person coverage. That amount may be spent on other insurance riders that may be available, on a deferred compensation account for the employee or for some other pre-tax benefit. This amount will not be paid directly to the employee in any form which is taxable.

APPENDIX C

The following coverages are provided under the group dental program:

Blue Cross / Blue Shield

\$800 Maximum Yearly Amount
Basic Services (50/50 co-pay)
Additional Services (50/50 co-pay)
Extended Services (50/50 co-pay)

LETTER OF UNDERSTANDING
CITY OF MANISTEE
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
REGARDING TEMPORARY SUMMER HELP

The parties are signatories to a collective bargaining agreement and have agreed to the following additional provisions regarding temporary employee(s).


1. The City may retain temporary, seasonal employees who are certified police officers with a term of employment not to exceed fourteen weeks. Said employee(s) shall be used exclusively to provide additional presence and patrol at the beaches, riverwalk, River Street area and parking lots.
2. Said temporary employee(s) shall not be members of the bargaining unit and shall have no rights or remedy under the collective bargaining agreement.
3. Said employee(s) may not be used to reduce any wages, hours or fringe benefits of any members of the bargaining unit; specifically including a prohibition on the use of a temporary employee in lieu of overtime for bargaining unit members.
4. The temporary employee(s) shall not work more than forty hours per week.

All other provisions of the agreement will remain unchanged and continue in force and effect.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF MANISTEE


Patrick J. Spidell


R. Ben Bifoss, City Manager


John C. Belic, Pres.
M.P.O.A.


Vice Pres

LETTER OF UNDERSTANDING

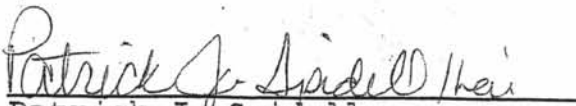
Under Section 12.1 of the collective bargaining agreement, the normal tours of duty consist of 160 hours in a 28 day work period, normally scheduled 8 hours per day. The parties agree to implement an alternate work schedule which would consist of six day on and three days off with an 8 hour and 30 minute work day in order to create long weekends preferred by the employees under the following conditions:

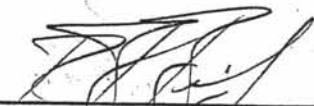
1. The City reserves the right to modify this schedule in its sole discretion. In that event a 10 day written notice will be provided in advance of the new schedule.
2. The schedule results in 18 hours of time each year which is available to the City for work purposes. This shall generally be used for in town training, departmental meetings or other related activities. The City reserves the right to schedule these or other activities as needed with no extra compensation for the employee. The City will give 48 hour notice when possible. These hours may accumulate to the City's benefit. Any hours remaining upon the employee's termination, resignation or retirement shall be deducted from amounts otherwise payable to the employee.
3. Vacation time, holiday time and sick time when used by the "day" shall be calculated at 8 hour and 30 minutes. There shall be no change in the contract as to how the above times are accrued. Premium pay shall be at the rate of time and one-half the employee's straight time regular rate of pay for all hours worked over 8.5 hours in a day or 161.5 hours in a 28 day payroll period.

The City and the Union agree to work together and discuss modification to this schedule which may improve its viability for both parties.

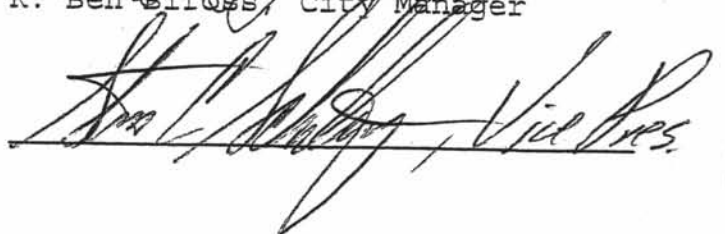
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF MANISTEE


Patrick J. Spidell


R. Ben Bifoss, City Manager


John C. Bediz
M.P.O.A.


Vice Pres

SUPPLEMENTAL AGREEMENT

POLICE OFFICER ASSOCIATION OF MICHIGAN
AND
THE CITY OF MANISTEE

PHYSICAL FITNESS STANDARDS

The overall purpose of this supplemental agreement is to establish physical fitness standards for the Police Department. These standards are established to promote employee safety while performing job functions and improve the overall physical health and fitness of the employee to the benefit of the individual and the City.

This supplemental agreement establishes two different programs; 1.) a mandatory program for all employees hired after January 1, 1995; and 2.) a voluntary program for all other employees. The mandatory program will require new employees to maintain the level of health and fitness demonstrated at the time of hire as a condition of continued employment. The voluntary program will encourage employees to develop and maintain a level of health and fitness. The incentives are available to all employees.

FITNESS STANDARDS

The YMCA Physical Fitness Test Battery is adopted as the standard for fitness. The YMCA has established different standards to reflect both age and sex differences with norms established for different age and sex categories. That battery is attached and will be referred to as the "standard".

The standard is designed to measure physical fitness. Alternative procedures developed by physical fitness professionals may be substituted in whole or in part; so long as the relative fitness profile remains the same. For example, the physical endurance and oxygen uptake ratings established as the standard may be achieved on either a stationary bike or a treadmill. Similarly curl ups of sufficient number may be substituted for situps.

The noted exercises are methods of demonstrating physical fitness and alternatives which demonstrate the same level of fitness are acceptable. Disagreements regarding the appropriateness of substitution shall be resolved by independent physical fitness professionals.

Test shall be annually scheduled in May. Employees who are under a doctor's care with prescription drugs may delay testing for not to exceed 60 days in order to allow time to overcome the temporary ailment. Employees subject to mandatory standards will

be tested on paid time. Employees subject to voluntary standards may be tested on duty time but will not be paid overtime for testing.

MANDATORY PROGRAM. In addition to meeting physical fitness requirements established by MCOLES, employees hired to the Manistee Police Department must achieve the "above average rating" for each of the five measured categories of the standard. These include PWC and V02 on stationary bike or treadmill, flexibility, bench press and sit-ups. The employee is required as a condition of employment to maintain that rating during his/her tenure as an employee.

Employees who fail to achieve the above average rating during the annual evaluation will undertake a remedial physical fitness program. While the City will participate in paying part of the cost of that program as described in the following, the responsibility for achieving and maintaining the required-level of physical fitness remains with the employee.

Approximately 90 days after the employee first failed to achieve the required rating, the employee will be retested. If the employee fails to achieve the required rating on the retest, a written reprimand shall be placed in the employee's personnel file.

A retest shall be conducted approximately 90 days after the employee's second failure to achieve the required standard. If the employee fails the retest, the employee shall be suspended for five days (40 hours) without pay.

A retest shall be conducted approximately 90 days later. If the employee fails the retest he/she shall be discharged for cause.

If the employee achieves the above average rating on any of the retests noted above, the employee will not be subject to further testing until the following May. All employees under the mandatory program shall be tested in May regardless the number or timing of retests.

If an employee fails to achieve the standard on the original test or a retest, he/she may request that a physical be conducted by the City physician at the City's expense. In the event that the physician determines that a medical problem exists, the employee shall undertake the prescribed actions to regain physical health and fitness. Testing shall be rescheduled according to the physician's direction. If the City physician finds no medical problem that would prevent the employee from achieving the standard, retesting shall occur as scheduled.

An employee may submit a statement from the employee's physician that a medical condition exists which prevents the

employee from achieving the above average rating. In that statement the employee's physician must also certify the employee's continued fitness for regular work or the employee shall be placed on a disability leave of absence in accordance with Section 9.3 of the agreement.

VOLUNTARY PROGRAM. Employees hired before January 1, 1995 are required to undertake the annual physical fitness testing in May. The testing the cost of the testing shall be borne by the City. The testing may occur on scheduled duty time. Testing shall not be considered for purposes of overtime, call in pay, double back pay or any other premium pay. Employees in the voluntary program are not subject to employment sanctions or the retesting based on performance.

In order to receive the City subsidy at a fitness club an employee must achieve the above average rating on each of the five measured categories. In the event that an employee does not receive the above average rating, no City subsidy to a fitness club shall be provided. The subsidy may start again after the employee has achieved the above average rating on his/her time and at his/her expense.


INCENTIVES. The City shall pay ½ of the annual membership cost of a fitness club of the employee's choice, not to exceed \$200.00 per year. The City subsidy shall be paid directly to the fitness club on terms negotiated by the City as most economical for the City. Employees who undertake some other physical fitness program are not eligible for a subsidy.


Employees who achieve the good rating on all five measured categories of the standard in the May testing shall receive a physical fitness bonus of \$150.00 payable with the first payroll check issued in June. Employees who achieve the excellent rating on all five categories shall receive a \$300.00 physical fitness bonus paid in the same fashion.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF MANISTEE


Patrick J. Spidell


R. Ben Bifoss, City Manager


John C. Bediz, Pres.
M.P.O.A.


Vice Pres

LETTER OF UNDERSTANDING
BETWEEN
CITY OF MANISTEE
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

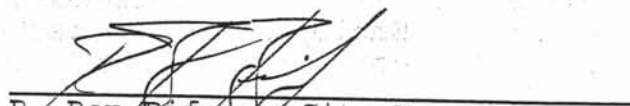
The parties who are signatories to this letter have agreed to the following provisions:

1. The City agrees that the last participant in the monetary sick leave bank is Officer John Bedingham. Therefore, the City agrees to pay Officer Bedingham the amounts remaining in his bank upon execution of this agreement.
2. Officer John Bedingham shall be entitled to retiree health care provisions of employees retiring after July 1, 1994. The City's cost shall not exceed those for full family coverage in effect as of July 1, 1994. These provisions are reflected in section 14.5 of the July 1, 1996 through June 30, 1999, collective bargaining agreement.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF MANISTEE


Patrick J. Spidell


R. Ben Bifoss, City Manager


Employee

Y's Way to Physical Fitness

Physical Fitness Evaluation Profile

Norms—Men 18-25 ^{submax test}
 Dates: T1 ^{bike or Treadmill} T2 T3

| Rating | % ranking | Resting HR | % fat | 3-min step test | PWC max (kgm) | VO ₂ max (mL/kg) | Sit-in rack Flexibility | Bench press | Sit-ups |
|---------------|-----------|------------|-------|-----------------|---------------|-----------------------------|-------------------------|-------------|---------|
| Excellent | 100 | 49 | 4 | 70 | 2350 | 80 | 26 | 45 | 60 |
| | 95 | 52 | 6 | 72 | 2275 | 71 | 22 | 42 | 54 |
| | 90 | 55 | 7 | 78 | 2065 | 63 | 20 | 38 | 50 |
| Good <i>★</i> | 85 | 57 | 8 | 82 | 1905 | 59 | 20 | 34 | 48 |
| | 80 | 60 | 9 | 85 | 1795 | 55 | 19 | 32 | 46 |
| | 75 | 61 | 10 | 88 | 1705 | 53 | 18 | 30 | 45 |
| Above average | 70 | 63 | 11 | 91 | 1630 | 51 | 18 | 28 | 42 |
| | 65 | 64 | 12 | 94 | 1570 | 49 | 17 | 26 | 41 |
| | 60 | 65 | 13 | 97 | 1515 | 47 | 17 | 25 | 40 |
| Average | 55 | 67 | 14 | 101 | 1455 | 46 | 16 | 22 | 38 |
| | 50 | 68 | 15 | 102 | 1400 | 45 | 16 | 22 | 37 |
| | 45 | 69 | 16 | 104 | 1350 | 43 | 15 | 21 | 36 |
| Below average | 40 | 71 | 18 | 107 | 1305 | 41 | 14 | 20 | 34 |
| | 35 | 72 | 19 | 110 | 1260 | 39 | 14 | 17 | 33 |
| | 30 | 73 | 20 | 114 | 1195 | 38 | 13 | 16 | 32 |
| Poor | 25 | 76 | 22 | 118 | 1135 | 35 | 12 | 13 | 30 |
| | 20 | 79 | 24 | 121 | 1090 | 33 | 12 | 12 | 28 |
| | 15 | 81 | 26 | 126 | 1050 | 31 | 10 | 9 | 26 |
| Very poor | 10 | 84 | 28 | 131 | 975 | 29 | 9 | 8 | 24 |
| | 5 | 89 | 30 | 137 | 885 | 26 | 7 | 2 | 17 |
| | 0 | 95 | 37 | 164 | 850 | 20 | 2 | 0 | 12 |

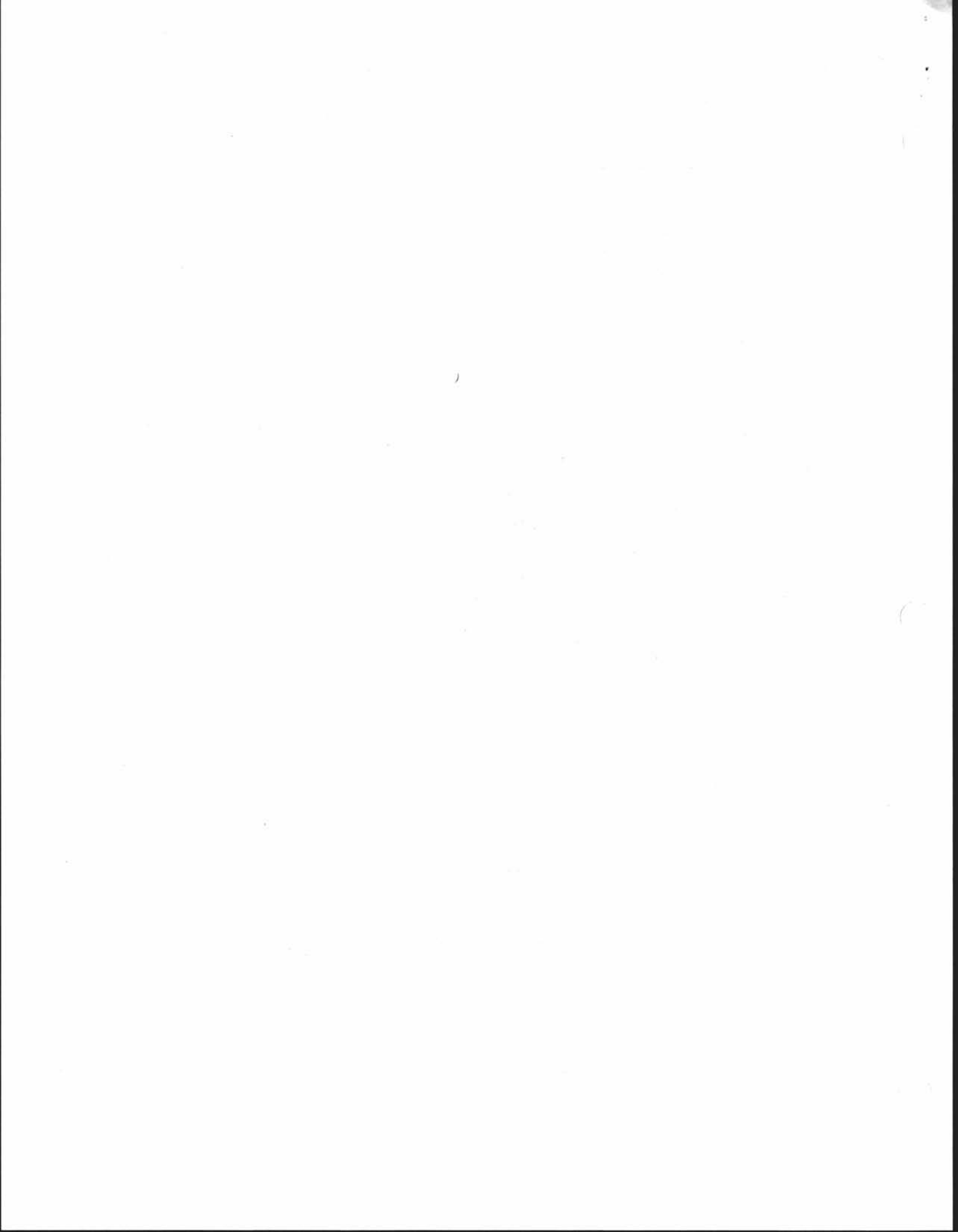
| | | | | | | | | | |
|---------------|----|-------|-------|-------|-------|-------|-------|-------|-------|
| Actual Scores | T1 | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| | T2 | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| | T3 | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

| | | | |
|----------------|-------|-------|-------|
| | T1 | T2 | T3 |
| Actual Weight | _____ | _____ | _____ |
| Target Weight | _____ | _____ | _____ |
| Blood Pressure | 1 | 1 | 1 |

Your actual weight should be within 10% of your target weight. If your blood pressure exceeds 150/90 it is considered high. Your YMCA Medical Advisory Committee should have guidelines for when blood pressure is too high to continue fitness testing.

Subject to experience

Range: General population



Muscular Strength Measurements

Bench Press Test:

Elbow flexion and extension are commonly used to evaluate strength. Because push-ups are usually too strenuous, the YMCA uses the Bench-Press test. The bench press is elbow extension with much lighter resistance than push-ups, which use body weight. The weights used in the bench press were determined by university and field testing.

Equipment:

- 1). 35 lbs. barbell (WOMEN) ; 80 lbs. barbell (MEN).
- 2). Metronome set for 60 bpm.
- 3). Bench
- 4). Testing forms to record data.

Procedure:

Have the participant lie on the bench in a supine position, with the feet on the floor. The participant should grip the bar with hands shoulder-width apart. Have the participant then press the barbell upward to extend the elbows fully. After each extension the participant should return the barbell to original down position. The rhythm is kept by the metronome, with each click representing a movement up or down.

Scoring:

Score the number of successful repetitions. The test is terminated when a participant is unable to reach full extension of the elbows or a participant breaks cadence and cannot keep up with the rhythm of the metronome.

For safety, at least one spotter will be present during the test.

Muscular Endurance Measurements

1-Minute Timed Sit-Ups:

The YMCA uses spine and hip flexion to measure muscular endurance. The 1-Minute Timed Sit-Up test is representative of general muscular endurance. It measures one of the most important muscular groups of the middle-aged individual.

The use of full sit-ups as an exercise is controversial, and it is not being suggested that full sit-ups be used as a regular exercise. Half sit-ups or crunches, exercises the abdominals better and do not put a strain on the lower back. However, to test abdominal endurance, reliability can be obtained only if the test is done as explained, with feet held and the body raised to a full sit-up position.

Equipment:

- 1). Stopwatch or clock with a second hand to time the sit-ups.
- 2). A mat.
- 3). Testing forms to record data.

Procedure:

Have the participant assume a supine position on the mat, with knees bent at right angles and fingers next to ears. The timer should hold ankles firmly for support. At a "GO" signal from the timer, have the participant then perform as many correct sit-ups as possible within a 1-minute period. The elbows should touch the knees as the participant comes into the up position. After each up movement the participant should return to the supine position before going up again; shoulders must be returned to touch the mat, but the head need not touch.

Flexibility Evaluation

Trunk Flexion:

No general flexibility test exists that is representative of total body flexibility. Trunk flexion has been used for the past 40 years as a general test for flexibility. (YMCA)

Equipment:

- 1). Trunk flexion measuring box.
- 2). A mat.
- 3). Testing forms to record data.

Procedures:

In addition to warming-up prior to this test, participants also should refrain from fast, jerky movements that may increase the possibility of an injury. Have the participant sit on the mat with legs extended and their feet flat up against the flexion box. Shoes should be removed.

Have the participant extend arms forward with one hand on top of the other. Fingertips should be in contact with the measuring lever at all times. With a smooth movement, the participant should reach and flex forward pushing the measuring lever.

Scoring:

The score is the most distant point reached. Record the best of three trials.

Cardiorespiratory Evaluation

Maximum Oxygen Uptake (VO₂ Max):

The Maximum Oxygen Uptake is an excellent test of cardiorespiratory efficiency and is often mentioned in both scientific and popular literature. The bicycle test shows the relationship of heart rate to work and thereby can predict an individual's maximum oxygen uptake.

Equipment:

- 1). Accurate, calibrated, constant torque bicycle ergometer.
- 2). A timer to time duration.
- 3). A stopwatch to time heart rate.
- 4). A stethoscope to count heart rate.
- 5). Testing forms to record data.

Procedure:

Each workload is three minutes in duration. Start all participants at workload #1 (0.5 kp - intensity). Heart rates will be recorded at every 3rd minute in each workload. Workloads will be changed by following the YMCA workload/heart rate flow chart. The test will use 3 - 4 workloads. Scoring will be done by using the YMCA norms.