

6/30/2001

6677

**LABOR AGREEMENT**  
**Between**  
**CITY OF MARINE CITY**  
**and**  
**POLICE OFFICERS LABOR COUNCIL**  
**Effective July 1, 1997 to June 30, 2001**

*Marine City, City of*

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## **CONTRACT AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Marine City, hereinafter referred to as the "Employer" and the Marine City Police Department Division, Police Officers Labor Council, 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 Employer, the employees and the Union.

Section 1. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

Section 2. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED**

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and the other conditions of employment for the term of this Agreement of all employees of the Employer as certified: All fully sworn police officers, including patrolmen, sergeants, and office manager, but excluding the Chief of Police, elected officials, supervisors, and part time law enforcement personnel and all other employees.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow its employees or persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit employees, except in case of a declared emergency.

### **ARTICLE 2 - REQUIREMENT OF UNION MEMBERSHIP**

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement, or pay to the Union a service fee equal to the amount of the dues.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the union, or pay a service fee to the Union for the duration of this Agreement, on or before the thirtieth (30) day following such effective date.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become member of the Union for the duration of this Agreement, on or before the thirtieth (30) day following the beginning of their employment in the unit.

Section 4. An Employee who shall tender an initiation fee - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

Section 5. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 6. The Union agrees to hold the City harmless, defend, and indemnify the City from any judgements, costs, or other financial loss that results from the enforcement or existence of this Article.

### **ARTICLE 3 - UNION DUES AND INITIATION FEES**

#### **Section 1.** Payment of Check-off.

- A. Employees shall tender the initial fee and monthly membership dues by signing the Authorization for Check-off Dues form.

Section 2. Check-off forms. During the life of this Agreement and in accordance with the terms of the Form of Authorization of check-off of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

#### **A. Authorization for Payroll Deduction.**

I hereby request and authorize to be deducted from my wages earned while in your employ a labor representation fee of \$\_\_\_\_\_ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10<sup>th</sup> of each month to the POLICE OFFICERS LABOR COUNCIL, 667 East Big Beaver, Suite 205, Troy, MI 48083.

(Print) Last Name	First Name	Middle Initial
Address	City	State
Social Security Number	SIGNATURE	Zip
		Date

Section 3. When Deductions Begin. Check-off deductions under all properly executed authorization for check-off dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month each month thereafter.

Remittance of Dues to Financial Officers: Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list of whose dues have been deducted within ten days thereafter.

Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved may be decided at the final step of the grievance procedure.

Section 4. The Union agrees to hold the City harmless, defend, and indemnify the City from any judgements, costs, or other financial loss that results from the enforcement or existence of this Article.

#### **ARTICLE 4 - ASSOCIATION PRESIDENT AND STEWARD**

There shall be an Association President, a Steward, and one (1) Alternate Steward. The stewards, during their working hours, without loss of time or pay may investigate and present grievances to the Employer.

#### **ARTICLE 5 - SPECIAL CONFERENCES**

It is agreed that on a monthly basis, a meeting may be set up between the Executive Committee of the Union and the Chief of Police to discuss departmental problems. Said meeting may be established at the request of either party with a time to be mutually agreeable to both parties.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

Section 1. The Employer will answer in writing any grievance presented to it in writing by the Union. The grievance must be presented in writing to the city by the steward within ten (10) calendar days of the occurrence or incident giving rise to the grievance, or within ten (10) days of when the grievant or Steward should have had knowledge of such occurrence or incident.

Section 2. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

**STEP I.**

- A. If any employee feels he has a grievance he shall discuss the grievance with the steward.
- B. The steward may discuss the grievance with the Chief of Police.
- C. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the steward to the Chief of Police.
- D. The Chief of Police shall answer the grievance within three (3) working days.

**STEP II.**

If the grievance has not been settled, it shall be presented in writing by the steward to the City Manager within seven (7) days after receipt of the supervisor's response. The City Manager shall respond to the steward in writing within five (5) working days.

**STEP III.**

- A. If the answer at Step II is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Labor Council within thirty (30) working days after the reply of Step II is due.
- B. At the request of either party, the parties shall attempt to settle an unresolved grievance with the assistance of a mediator to be assigned by the Michigan Employment Relations Commission, prior to the grievance being submitted to arbitration.
- C. In the event the Labor Council wishes to carry the matter further, it shall, within thirty (30) working days of the date of the Employer's last answer at Step II., meet with the Employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting called for that purpose, then an arbitrator shall be selected from the Federal Mediation and Conciliation Service in accordance with their rules and procedures.



- D. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgement based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- E. Any grievance not answered within the time limits by the Employer shall go to the next step of the grievance procedure.
- F. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
- G. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

## **ARTICLE 7 - APPEAL OF CASES**

### **Section 1.**

- A. Finality of Decisions. There shall be no appeal by the Union from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.

## **ARTICLE 8 - PAYMENT OF BACK PAY CLAIMS**

**Section 1.** If the employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse the employee for the earnings he lost through failure to give him such work.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE**

### **Section 1.**

- A. Notice of Discharge or Discipline. The Employer shall promptly notify in writing the Steward of the discharge or discipline of any employee covered by this Agreement.



- B. The discharged and disciplined employee will be allowed to discuss his discharge or discipline with the steward, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.
- C. Appeal of Discharge of Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall go directly to STEP III of the grievance procedure.
- D. Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- E. Progressive Discipline.
  - 1. Verbal Warning
  - 2. Written Reprimand
  - 3. Three (3) days without pay
  - 4. One (1) week off without pay
  - 5. Two (2) weeks off without pay
  - 6. Thirty (30) days off without pay
  - 7. Termination

The Employer reserves the right to terminate an employee without following the above steps in the event of an exceptionally serious breach of professional standards or work rules.

## **ARTICLE 10 - SENIORITY, PROBATIONARY EMPLOYEES**

### **Section 1.**

- A. New employees hired in the nit shall be considered as probationary employees of the first six (6) months after completion of Police Academy Training. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of the Agreement, except employees discharged and disciplined for other than Union activity.
- C. Seniority shall be on an employer-class basis, in accordance with the employee's date of hire.

## **ARTICLE 11 - SENIORITY LISTS**

### **Section 1.**

- A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- B. The employer will keep the seniority list up-to-date at all times and will provide the Union members with up-to-date copies whenever required.

## **ARTICLE 12 - LOSS OF SENIORITY**

Section 1. An employee shall lose his seniority and his employment if terminated for the following reasons only:

- A. He resigns.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

## **ARTICLE 13 - SENIORITY OF ASSOCIATION PRESIDENT AND STEWARD**

**Section 1.** Notwithstanding their position on the seniority list, the Association President and Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

## **ARTICLE 14 - LAYOFF DEFINED**

### **Section 1.**

- A. The work "layoff" means a reduction in the working force due to no fault of the employees.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article 10 and 13. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to final step of the grievance procedure (arbitration).
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

## **ARTICLE 15 - RECALL PROCEDURE**

**Section 1.** When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 10 and 13. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten ( 10) days from date of mailing of notice of recall he shall be considered to have resigned.

## **ARTICLE 16 - TRANSFERS**

### **Section 1.**

- A. Transfers of Employees. If an employee is transferred to a position under the employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority for up to one (1) year while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

- B. The Employer agrees that in any movement of work not covered above in (A) he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- C. In the event of a vacancy or a newly created position in the Police Department, employees will be given the opportunity to apply, and they will be considered on the basis of their qualifications and abilities. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place at least seven (7) calendar days prior to filling such vacancy or newly created position.

## **ARTICLE 17 - PROMOTIONS**

### **Section 1.**

- A. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements as determined by past performance, police training, written test, and oral examination, shall be granted a six (6) month trial period to determine:
  - 1. His desire to remain on the job.
  - 2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

- B. During the six (6) month period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- C. During the trial period employees will receive the pay rate of the job they are performing.

## **ARTICLE 18 - VETERANS REINSTATEMENT**

**Section 1.** The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **Section 1.**

- A. Leave of absence for periods not to exceed one (1) year will be granted, unpaid, in writing, without loss of seniority for:
1. Service in any appointed Union position
  2. Maternity Leave
  3. Illness leave (physical or mental)
  4. Prolonged illness in immediate family
- Such leave may be extended for like cause.
- B. If any officer on such leave of absence joins any other Police Department, his employment with Marine City will be terminated.
- C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement for layoff, recall, or promotional purposes only.
- D. Members of the Union elected to attend a function of the Labor Council, such as conventions or educational conferences, shall be allowed time off without pay, not to exceed five (5) days, to attend such conferences and/or conventions.
- E. The Employee shall be responsible for his own medical insurance while on leave.

## **ARTICLE 20 - UNION BULLETIN BOARD**

### **Section 1.**

- A. The employer will provide a bulletin board which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events.
  2. Notices of elections.
  3. Notices of results of elections.
  4. Notices of meetings.

## **ARTICLE 21 - RATES FOR NEW JOBS**

**Section 1.** When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

## **ARTICLE 22 - TEMPORARY ASSIGNMENTS**

**Section 1.** Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay equal to an average of the higher classification being filled and the rate of pay of the officer being temporarily assigned for all hours worked while filling such vacancy after ten (10) days.

## **ARTICLE 23 - JURY DUTY**

**Section 1.** An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

## **ARTICLE 24 - EQUALIZATION OF OVERTIME HOURS**

**Section 1.** Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours will be posted weekly in a prominent place.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hour minimum).

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

**Section 2.** The on-duty sergeant, or in absence of a sergeant the senior on-duty patrolman shall phone the residence of the member needed to work overtime.

If there is no response, or if there is a busy signal, the calling member shall then page the member on the pager provided to each member by the City.

If there is no response to the page within a 15-minute period, the contact shall be considered as a refusal and the next member shall be contacted in the same manner.

Exception to being contacted are persons who are on vacation, personal leave time, or comp time.

The calling person shall make an entry in a log book, maintained for these purposes, noting the date and time of the contact, the phone number called, and if required, the pager number called. The calling person shall then initial the entry.

The roster of members names indicating their total number of overtime hours worked shall not include any court time hours.



## ARTICLE 25 - WORKER'S COMPENSATION

Section 1. Each employee will be covered by the applicable Worker's compensation laws and the Employer further agrees that an employee being eligible for Worker's compensation will receive, in addition to his Worker's compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours for one year. In cases of permanent disability, disability Social Security and retirement shall be counted as part of the Employer's supplement.

## ARTICLE 26 - SHIFT TRADES

Section 1. Employees may trade shifts providing eight (8) hours notice is given to the supervisor in charge, the trade is mutually agreeable to the employees involved, no overtime is involved, and the trade is not detrimental to the health, safety, or welfare of the citizens of the City.

## ARTICLE 27 - WORKING HOURS

### Section 1.

- A. The normal scheduled work day shall be twelve (12) hours. Employee's work schedules will be posted three (3) days prior to the employees' work day.
- B. Employees shall have thirty (30) minutes off for lunch included in the Work Day. When two cars are working, only one car will be out of service for meal break at a time. When three cars are working, two cars may take meal breaks simultaneously at the same place. In either case, one working car will be on the road and in a ready response condition.
- C. Employees may take a 15-minute coffee break in the first half of the shift and a 15-minute coffee break in the second half of the shift. When two cars are working, only one car will be out of service for a coffee break at a time. When three cars are working, two cars may take coffee breaks simultaneously at the same place. In either case, one working car will be on the road and in a ready response condition.
- D. Employees on stand-by will receive two (2) hours straight time. Call-back pay will be a minimum of two (2) hours at time and one-half.
- E. The City shall provide Sergeants with beepers, and the call-back compensation for Sergeants shall be three (3) hours at time and one-half.
- F. If employees are called back when the need for the call-back is a result of the employee's error on work left incomplete, or wrongly completed, there will be no call-back payment.

- G. All employees will receive a minimum of four (4) hours pay at time and one-half for all court appearances, and all expenses, subpoena fees, and mileage fees received by the employee will be returned to the City Treasurer. However, employees will receive a minimum of two (2) hours at time and one-half on the signing and issuance of complaints and warrants.
- H. An employee will be paid twelve (12) hours for a sick day, vacation, holiday, floating holiday and funeral leave day used during the period assigned to the schedule.

## **ARTICLE 28 - SICK LEAVE**

### **Section 1.**

- A. All employees covered by this Agreement shall accumulate eight (8) hours sick leave per month, not to exceed ninety-six (96) hours per year, with twelve hundred (1200) hours accumulation. All unused sick time will be paid upon retirement, and upon death of an employee, all unused sick time will be paid at the prevailing rate to the employee's designated beneficiary. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
- B. Sick leave provisions shall remain unchanged except that one-hundred (100%) of accumulated sick leave may be applied toward early retirement. Early retirement shall mean twenty (20) years of service or fifty (50) years of age. Pursuant to Arbitration Award dated March 8, 1999.
- C. When an employee with less than 10 years of service resigns from the Department and tenders a two (2) week notice he will be given ten percent (10%) of his accumulated sick bank; if he tenders a four (4) week notice he will receive twenty percent (20%) of his accumulated sick bank. When an employee with 10 or more years of service resigns from the department, he will receive thirty-five percent (35%) of his accumulated sick bank. Pursuant to Arbitration Award dated March 8, 1999.
- D. After accumulating four hundred fifty (450) hours an employee shall have the option to "sell" forty hours of sick time each December.

## **ARTICLE 29 - FUNERAL LEAVE**

**Section 1.** An employee shall be allowed twenty-four (24) hours of scheduled work time as funeral leave not to be deducted from sick for a death in the immediate family. Sixteen additional hours are allowed for travel when the funeral is over 500 miles for a member of the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grand children, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed twelve hours funeral leave with pay, not to be deducted from sick leave. The Association President or his representative, shall be allowed twelve hours funeral leave in the event of a death of a member of the Bargaining Unit for the exclusive purpose of attending the funeral.

## **ARTICLE 30 - TIME AND ONE-HALF**

**Section 1.** Time and one-half shall be paid for all hours over twelve (12) hours in a twenty-four (24) hour period or eight-four (84) hours in a two-week period.

**Section 2.** Any regular hours worked above 80 hours in a two-week pay period are to be credited to a Special Compensatory-time Bank. Scheduled overtime will be paid after twelve hours of work per shift, or 84 hours in a two-week pay period.

The Special Compensatory-Time Bank shall not exceed ninety-six (96) hours, which is the number of hours earned in a one-year period. Hours above the 96-hour maximum must be used.

Should a member be separated from, or resign from the Police Department, he shall be paid for the balance in the Special Compensatory-Time Bank.

## **ARTICLE 31 - HOLIDAY PAY**

### **Section 1.**

- A. Holidays:

New Years Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	New Years Eve Day
Fourth of July	Christmas Eve Day	
- B. Employees shall receive twelve (12) hours straight time pay for each of the above holidays as holiday pay.
- C. In the event an employee is scheduled to work on any of the holidays they shall receive time and one-half in addition to their holiday pay.
- D. If an employee is required to work overtime on a holiday, they shall receive double time (2x) for all overtime worked.

- E. Employees will receive forty (40) hours of floating holidays per year to be taken off upon a minimum three (3) day prior approval by the Chief.

### **ARTICLE 32 - VACATION ELIGIBILITY**

**Section 1.** An employee will earn credits toward vacation with pay in accordance with the following schedule:

Employment	Vacation
1-2 years	96 hours
3-5 years	112 hours
6-10 years	136 hours
11-14 years	176 hours
15 years or over	184 hours

### **ARTICLE 33 - VACATION PERIOD**

#### **Section 1.**

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.
- B. Vacations will be taken in a period of consecutive days. Vacations may be a split of one or more weeks, providing such scheduling does not drastically interfere with the operation.
1. Requests for vacation dates must be submitted one (1) month prior,
  2. The Chief of Police must approve or deny in writing within five (5) days of the submitted request,
  3. If the request is denied the reason must be stated in writing within the five (5) day period.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation, or may be used as an extra day off with pay.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

- F. If an employee's scheduled vacation is canceled by the City, the employee shall have nine (9) months to reschedule the same.

#### **ARTICLE 34 - PAY ADVANCE**

##### **Section 1.**

- A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- B. An employee who is laid off, retired or otherwise terminated will receive any unused vacation credit as of the date of termination.
- C. Rate during vacation: employees will be paid their current base rate, and receive credit for any benefits provided for his this Agreement.

#### **ARTICLE 35 - HOSPITALIZATION MEDICAL, DENTAL & OPTICAL COVERAGE**

##### **Section 1.**

- A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield, MVF-1, with Master Medical as well as the rider D45 NM. This coverage shall be applied to all members of the bargaining unit.
- B. In addition to other medical insurance currently provided by the City, the City will provide a family prescription rider for \$2.00 drug deductible.
- C. The City shall provide dental insurance Class I and II 75/25 coverage for full family coverage, and pay the cost for such dental plan. Effective June 1, 1990, the City shall provide fifty percent (50%) of Class IV Dental Services with a lifetime maximum of \$1,000 per member as described in the policy for the employee and his dependants.
- D. City to provide Optical Insurance Blue Cross/Blue Shield Optical Rider - Auto 80 Vision Rider DCCR.

- E. Pursuant to Arbitration Award of 10-10-95, effective July 1, 1996, the above coverage might change to the Blue Cross Preferred Provider Option, with the current benefits. If either of the other two City unions, International Union of Operating Engineers, or the Teamsters, agrees to the BC/BS PPO Plan, then effective 7-1-96 the City would pay one hundred percent of the premium for the PPO Plan. The current health insurance coverage will remain status quo up to July 1, 1996. As of that date, if either of the previous two unions have negotiated the PPO plan, then the police officers bargaining unit would then convert to a PPO plan which is equal in benefits to the current plan. There would be no reduction in benefits; it would be the same plan, but convert to the PPO plan, with the same deductibles, the same co-pay, same drug riders. If there is no change prior to July 1, 1996, by either of the two other unions, there will be no changes in the current coverage.
- F. Retiree Health Insurance. Pursuant to the Arbitration Award dated March 8, 1999, upon retirement the City shall provide Blue Cross/Blue Shield coverage, same as active employee, for the retiree and dependants. Coverage for any individual person receiving coverage pursuant to this benefit shall be discontinued on the date that person becomes eligible for Medicare.
- G. Insurance Opt Out Option. Employees who opt for no health care insurance are to be paid fifty percent (50%) of the premium. Payment is to be made on a quarterly basis: March, June, September, and December.

### **ARTICLE 36 - LIFE INSURANCE COVERAGE**

Section 1. The City shall provide \$1,500.00 life insurance for each \$1,000.00 base salary rounded to the nearest \$1,000.00 of insurance with a maximum of \$35,000.00. If permitted in the insurance company, officers may purchase additional insurance by payroll deduction at the prevailing rate. Adjustments in life insurance shall be made in August of each year, based on the employee's rate as of that date.

### **ARTICLE 37 - COMPUTATION OF BENEFITS**

Section 1. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

### **ARTICLE 38 - TERMINATION AND MODIFICATION**

Section 1. This Agreement shall continue in full force and effect until June 30, 2001.

- A. If either party desires to amend and/or terminate this Agreement it shall, 90 days prior to the above termination date, give written notification of same.



- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 90 days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any written 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.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed if to the Union to, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083 and if the Employer, addressed to 300 Broadway Street, Marine City, Michigan 48039 or to any such address as the Union or the Employer may make available to each other.

#### **ARTICLE 39 - COMPENSATORY TIME**

**Section 1.** Each year, at employee's discretion, and with proper instructions to the Payroll clerk, a maximum of 80 hours shall be accumulated as compensatory time off on a time and-a-half basis. It shall not be taken in conjunction with or to extend scheduled vacations. Advance approval of at least 48 hours shall be obtained of the Chief of Police. Scheduling shall be at the complete discretion of the Chief of Police, taking into consideration such factors as overtime required, previous vacation schedules and current shift schedules. Time off shall be taken in minimum blocks of four (4) hours. Employees, who at the first pay period after December 1 have compensatory time off remaining, shall receive a cash payoff for the balance of unused time.

Compensatory time may be taken with a minimum of twenty-four (24) hours advance notice if schedule coverage can be adequately provided.

#### **ARTICLE 40 - UNIFORM ALLOWANCE**

**Section 1.** Maximum uniform allowance shall be \$450.00 per year for uniform care and maintenance. Of that amount \$150.00 is intended for exchange and \$300.00 for cleaning and maintenance, although this ratio may be adjusted by the Chief of Police. Clothing allowance shall include shoes, two (2) pairs of cold weather gloves per year, except for exchange, winter vest, rubber galoshes, winter boots, and other items specified by the Chief. All uniform items shall be subject to prior approval of the Chief, and purchases must be made in accordance with City purchasing procedures.

## **ARTICLE 41 - PRIVATE CAR**

**Section 1.** No employee will use his private car for police duties, excluding appearance in court during the officer's off-duty hours.

## **ARTICLE 42 - OVERTIME, TRAINING, CONFERENCES & DEPARTMENTAL MEETINGS**

### **Section 1.**

- A. The current practice and previous contractual requirements for overtime use and distribution shall be continued. It shall not be the practice of the Employer to deprive regular employees of overtime, but this section shall not in any way be construed to limit the discretion of the Chief of Police in scheduling overtime or in calling in those employees which he feels are in the best interests of the department. Extended periods of overtime shall be approved, in advance, by the Chief of Police.
- B. Time spent in assigned training or departmental meetings shall be considered regular duty time and shall be paid according to the applicable pay rate.
- C. At his discretion the Chief of Police may schedule up to six (6) departmental meetings per year with a maximum of two (2) hours per meeting with no pay to the officers. Attendance at these meetings is compulsory unless excused by the Chief. Any employee on duty and in attendance at these meetings shall receive his regular pay. For any meetings over six (6) or which last over two (2) hours the employee shall be paid the applicable rate for time spent at additional meetings or the additional times per meeting.

## **ARTICLE 43 - INSURANCE**

**Section 1.** All employees shall be covered by the City's insurance twenty-four (24) hours per day, when they are performing police duties, whether or not they are formally "on duty" within jurisdictional limits of the City.

## **ARTICLE 44 - CONTRACTS**

**Section 1.** The City shall provide a copy of this working Agreement to each officer and three (3) extra copies for Union use.

## ARTICLE 45 - WAGE SCHEDULE

Section 1. Each quarter the City shall supply to the Union a copy of the current wage schedule showing each officer's salary as set forth, pursuant to Arbitration Award dated March 8, 1999.

Effective 7-1-97 (3.5% Increase)

<u>Police officers</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>
0-6 Months	\$13.970	\$29,057.60
7-12 Months	15.209	31,637.42
13-24 Months	16.445	34,205.60
25-60 Months	17.983	37,404.64
61 Months & Over	19.006	39,532.48
<u>Sergeants</u>		
(10% Rank Differential) 20.907		\$43,486.56

Effective 7-1-98 (3% Increase)

<u>Police Officers</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>
0-6 Months	\$14.389	\$29,929.12
7-12 Months	15.665	32,583.20
13-24 Months	16,938	35,231.04
25-60 Months	18.522	38,525.76
61 Months & Over	19.576	40,718.08
<u>Sergeants</u>		
(10% Rank Differential) \$21.534		\$44,790.72
<u>Office Manager</u>	12.390	25,771.20

Effective 7-1-99 (3% Increase)

<u>Police Officers</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>
0-6 Months	\$14.821	\$30,827.68
7-12 Months	16.135	33,560.80
13-24 Months	17.446	36,287.68
25-60 Months	19.078	39,682.24
61 Months & Over	20.164	41,941.12
<u>Sergeants</u>		
(10% Rank Differential) \$22.180		\$46,134.40
<u>Office Manager</u>	12.760	26,540.80

Effective 7-1-00 (2.5% Increase)

<u>Police Officers</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>
0-6 Months	\$15.191	\$31,597.28
7-12 Months	16.538	34,399.04
13-24 Months	17.882	37,194.56
25-60 Months	19.555	40,674.40
61 Months & Over	20.668	42,989.44
<u>Sergeants</u>		
(10% Rank Differential) \$22.735		\$47,288.80
<u>Office Manager</u>	13.080	27,206.40

## **ARTICLE 46 - NON-DUTY RELATED DISABILITY**

**Section 1.** Officers who are disabled and unable to work due to illness or disability shall be paid in accordance with the following schedule:

Payment start date:	15 <sup>th</sup> day of disability
Payment length:	52 weeks
Payment amount:	Thirty-two hours pay per week at 70% of regular gross. Employees may use sick leave for additional eight hour's pay.

Non-duty related disability will be forfeited if the injury was caused by outside employment.

## **ARTICLE 47 - FALSE ARREST INSURANCE**

**Section 1.** The City will provide False Arrest Insurance to the limit of \$5,000,000.00 per incident.

## **ARTICLE 48 - PERSONAL LEAVE**

**Section 1.** Each employee shall be entitled to a maximum of forty (40) hours personal leave per year. It is expected that personal leave will be used only in personal situations and is not to be considered as normal time off or vacation time. Personal days shall be deducted from the employee's accumulated sick leave. Personal leave shall not be tied with any other time off, including scheduled weekends and twenty-four (24) hours notice shall be provided except in cases of extreme emergency. Except in cases of extreme emergency, personal leave shall be approved by the Chief, or City Manager, schedules permitting. No notice period will be required in emergency situations.

## **ARTICLE 49 - TUITION**

**Section 1.** The City shall provide tuition for classes, courses, seminars or other training programs required or authorized by the City. The City will not pay tuition for any class, course, training program, seminar, etc., of general police or other nature unless specifically authorized by the City. This article is not to be construed or interpreted to mean that the Employer will pay full tuition and fees for degree related courses of study. The Employer recognized the value of degree-related professional education as a vehicle for personnel development and upgrading and will provide a maximum of \$500.00 per year for this purpose. The employee must obtain passing grades as substantiated by term or semester grade reports.

## **ARTICLE 50 - FLAG RAISING AND LOWERING**

**Section 1.** Officers shall be responsible for raising and lowering the National and State flags at City Hall. This activity shall be subordinate to emergency and legal matters.

## **ARTICLE 51 - MANAGEMENT RIGHTS**

**Section 1.** The Union agrees that the City has complete authority for the policies and administration of all City departments, including the Police Department, which it shall exercise under provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include, but not be limited to, the establishment of reasonable work rules regulation policies and procedures not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the province of the City. The City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of Michigan and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the City and the adoption of such rules, regulations, policies, as it may deem necessary and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

## **ARTICLE 52 - PENSION**

Pursuant to Arbitration Award dated March 8, 1999 status quo.

### **Section 1.**

- A. Employees are required to belong to the City's Pension Plan and pay 5% of their gross salary, which is to be deducted from their salary.
- B. City Ordinance 80-1 adopted November 20, 1980 concerning the City of Marine City, City Retirement System and its amendments are incorporated herein by reference and made a part thereof to the same extent as if it were specifically set forth herein, except for changes in specific portions or, portions of provisions which are set forth in this Article.
- C. Effective July 1, 1985 employees who have attained the age of fifty-five (55) with twenty-five (25) years of service are eligible for voluntary retirement.

## **ARTICLE 53 - RESIDENCY**

As a condition of employment, members of the bargaining unit must reside within the County of St. Clair.

#### **ARTICLE 54 - LONGEVITY PAY**

Effective July 1, 1991 employees completing five (5) years of service shall receive on their anniversary date an annual longevity allowance in the amount of \$650.00. Pursuant to Arbitration Award dated March 8, 1999, Article 54 maintained.

#### **ARTICLE 55 - EQUIPMENT**

Employees shall not be required to operate or use equipment or vehicles which are not in safe operating condition.

Pursuant to Arbitration Award dated March 8, 1999 when an employee brings to the attention of the Department concerns about the safety of a particular vehicle, that vehicle shall be promptly brought in for inspection to the Department mechanic and not released until the mechanic verifies its safety.

#### **ARTICLE 56 - SHIFT DIFFERENTIAL**

Effective October 10, 1995 the following shift premium shall be paid:

\$ .50 for each hour worked between 7:00PM to 7:00AM

#### **ARTICLE 57 - MISCELLANEOUS**

##### **Personal Property Loss - Damage**

Members who have their personal property damaged or lost while performing police service shall be reimbursed up to \$100.00 per incident.

##### **Cellular Phones**

Shift Supervisors shall be provided with cellular phones.

##### **Drinking Fountain**

A drinking fountain shall be installed in the Police Department Offices.

##### **Twelve Hour Shifts**

All time banks, i.e., sick, vacation, holidays, floating holidays, and funeral leave days shall be converted to hours.

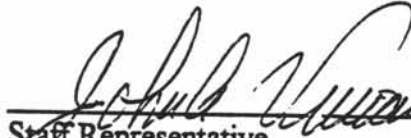
All other portions of the contract will remain in full force and effect during the term of the twelve hour shift.

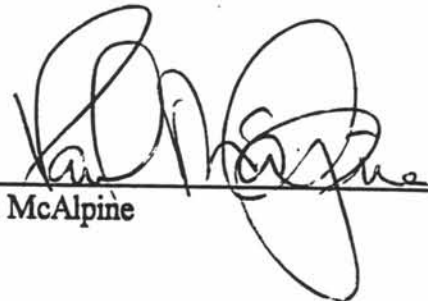


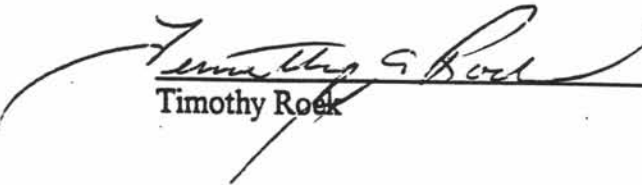
ARTICLE 58

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and enforced from July 1, 1997, through June 30, 2001.

FOR THE UNION

  
Staff Representative  
Police Officers Labor Council

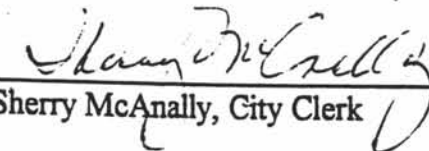
  
Paul McAlpine


  
Timothy Roek

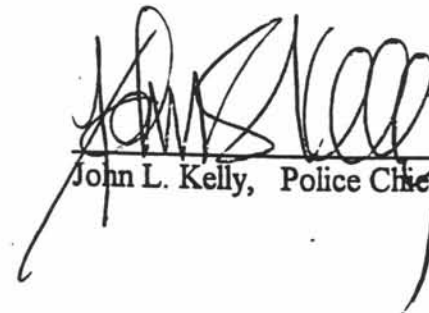
Dated: MAY 20, 1999

FOR THE CITY

  
Robert Beattie, Mayor

  
Sherry McAnally, City Clerk

  
David Richards, City Manager

  
John L. Kelly, Police Chief



## LETTER OF UNDERSTANDING

The Marine City Police, Police Officers Labor Council and the City of Marine City hereby agree that effective 1-1-98 the following provisions are to be considered as additional language to that set forth in Article 24 - Equalization of Overtime Hours of the current 7-1-94 to 6-30-97 Labor Agreement:

The on-duty sergeant, or in absence of a sergeant the senior on-duty patrolman, shall phone the residence of the member needed to work overtime.

If there is no response, or if there is a busy signal, the calling member shall then page the member on the pager provided to each member by the City.


If there is no response to the page within a 15- minute period, the contact shall be considered as a refusal and the next member shall be contacted in the same manner.

Exception to being contacted are persons who are on vacation, personal leave time, or comp. time.

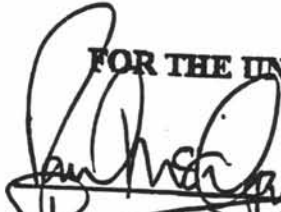
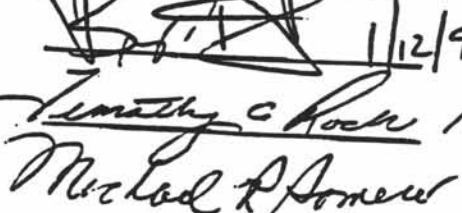
The calling person shall make an entry in a log book, maintained for these purposes, noting the date and time of the contact, the phone number called, and if required, the pager number called. The calling person shall then initial the entry.

The roster of members names indicating their total number of overtime hours worked shall not include any court-time hours.

FOR THE CITY OF MARINE CITY

  
Daniel Richards  
11/12/98

FOR THE UNION

  
Timothy C. Rock 11/12/98  
  
Michael R. Pomeroy  
P.O.L.E.  
1-12-98



**Mediation Agreement, Case D98-F-0969, between the City of Marine City  
and  
Marine City Police Department, Police Officer's Labor Council Unit**

**OVERTIME**

Grievances: 98-153, 98-155, 98-156

- A. Settlement: Employer agrees to pay 18 overtime hours for three grievances.
- B. Without Precedent: Payment to settle grievances cannot be used with respect to future grievances.
- C. Procedure: As to all future incidents of incorrect assignment of overtime, they will be corrected by assignment of future overtime hours rather than by money payments.

**MEETINGS**

Grievances: 98-154, 98-199

- A. Settlement: The employer will pay union members who were in attendance at the meetings at issue in the grievances.
- B. Without Precedent: Payment to settle grievances cannot be used with respect to future grievances.
- C. Future Meetings: The employer may schedule six unpaid meetings per year pursuant to the contract. Meetings will be scheduled and posted.

Date: July 15, 1998

UNION

CITY

Paul D. [Signature] P.O.C. 7-21-98  
Michael F. [Signature] P.O.L.C. 7-20-98  
David [Signature]

