1016

6/30/96

AGREEMENT

between

CITY OF COLOMA

and

POLICE OFFICERS LABOR COUNCIL

July 1, 1993 - June 30, 1996

Coloma, City of

THIS AGREEMENT, made and entered into this _____ day of May, 1993, effective July 1, 1993, at Coloma, Michigan by and between the City of Coloma, hereinafter referred to as the "Employer", and the Police Officers Labor Council, hereinafter referred to as the "Union".

PURPOSE AND INTENT

It is the purpose and intent of the Parties hereto that this Agreement shall set forth rates of pay, hours and conditions of employment to be observed by the Parties hereto and the employees represented by the Union.

It is recognized by both Parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Union which will permit safe, economical and efficient operation of the City of Coloma Police Department, hereinafter called the "Department".

RECOGNITION

Section 1.1: Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit described for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment: All full-time Patrol Officers of the City of Coloma Police Department, BUT EXCLUDING the Chief of Police and all other employees.

REPRESENTATIVE

Section 2.1: Collective Bargaining Committee. The Employer agrees to recognize a bargaining committee composed of one employee, including the Chief Steward, for the purpose of administering this Agreement in accordance with the grievance procedure as established herein and for the purpose of contract negotiations or other meetings between the Union and the Employer. The Union may also have non-employee representatives present at meetings held between the Union and the Employer.

Section 3.1: Agency Shop.

A. Employees covered by this Agreement at the time it becomes effective and who are represented by the Union at that time shall be required, as a condition of continued employment, to pay a representation fee.

B. Individuals to be covered by this Agreement who are not represented by the Union at the time it becomes

effective shall be required, as a condition of continued employment, to pay a representation fee commencing thirty (30) days after this Agreement becomes effective or date of hire, whichever is first.

C. The "representation fee" as used herein, is that amount of money which is determined by the Union from time to time and which is uniformly levied on all bargaining unit employees.

D. Employees shall be deemed to be in compliance with this Section if they are not more than thirty (30) days in arrears representation fees.

E. The Union agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees.

Section 4.1: Rights. It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Coloma City Commission. These rights include, but are not limited to, those provided by statutes or law along with the right to direct, hire, promote, transfer, and assign employees; to suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient administration of the Department, to increase or decrease the work force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classification of work and the methods, means and procedures for performing the work; to make and enforce reasonable work rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Coloma City Commission herein referred to as the Employer, hereby retains and reserves all of its inherent and customary rights. The Employer agrees that it will not exercise their rights in violation of any specific provision of this Agreement.

GRIEVANCE PROCEDURE

Section 5.1: Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms or provisions of this Agreement.

Section 5.2: Grievance Procedure. Employees shall discuss any alleged contract violations with their immediate supervisor, before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

STEP 1 In order to be processed hereunder, an employee who believes he has a grievance shall, within five (5) days after the occurrence of the event upon which the grievance is based or if such five (5) day period the grievant had no knowledge of the event upon which the grievance is based, then within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance to the Chief of Police. The grievance shall state the facts upon which the grievance is based, when it occurred, the Section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his steward. The Chief will give his written answer to the grievance within five (5) days after the date of the receipt of the written grievance. Such answer shall be delivered to the steward or his alternate.

STEP 2 If the grievance has not been settled in Step 1 and is to be appealed to Step 2, the Union shall notify the Employer, in writing within five (5) days after receipt of the Chief's Step 1 answer. If such written request is made, the Employer or its designee(s) shall meet with the Union Committee within ten (10) days for the purpose of considering the grievance. Such meeting may be attended by the representative from the Labor Council Michigan Fraternal Order of Police. The Employer or its designated representative shall give a written answer to the grievance to the steward or his alternate within five (5) days after the date of the meeting.

STEP 3 If the grievance has not been settled in Step 2, either Party must notify the other of its intent to arbitrate the grievance. Upon filing of the notice of intent the Parties shall attempt to mutually agree to an arbitrator. If no arbitrator can be selected within fourteen (14) calendar days of the receipt of the notice, then the moving Party may submit the grievance to the Federal Mediation and Conciliation Service within thirty (30) calendar days of the last answer. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Each Party shall pay one-half ($\frac{1}{2}$) of the costs of arbitration, except

each Party shall pay the expenses of its own witnesses.

Section 5.3: Time Limits. Grievances that are not appealed by the Union within the time limits specified in the above Grievance Procedure may be considered settled on the basis of the Employer's last answer.. If the Employer fails to timely answer a grievance it may be appealed to the next step. The time limits established in the Grievance Procedure shall be followed by the Parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of the Article, "days" shall mean all working days excluding Saturdays, Sundays, and days celebrated as holidays under this Agreement unless specifically stated otherwise.

Section 5.4: Step 2 and Step 3 Meetings. Meetings of the Employer and Union Representative, as provided in Step 1 and Step 2 shall be held, if practical, during non working hours at a mutually convenient time and place designated by the Employer. In those instances where it is necessary that a meeting be held during a Union representative's, (i.e. Chief Steward) duty hours, the representative shall not suffer a loss of pay for the time lost from duty while attending such meeting.

Section 5.5: Grievance Discussion. It is understood and agreed that the Chief Steward and the aggrieved employee shall discuss and prepare grievances during non-working hours. However, the Chief Steward and the aggrieved employee shall not suffer a loss of pay for the time necessarily lost from for the purposes of discussion of a potential grievance with the Supervisor.

Section 5.6: Grievance Investigation. Grievance investigation, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the Chief Steward shall request to be excused by his Chief of Police for the purpose of such investigation. The Chief Steward shall complete his investigation as quickly as possible and in such a manner as to not unnecessarily interfere with the performance of work in the Department.

Section 5.7: Grievance Settlements. Settlement of a grievance in any case shall not be made retroactive for a period exceeding three (3) regularly scheduled working days prior to the date the grievance was first presented in writing.

Section 6.1: No Strike. During the term of this Agreement or any written extension thereof, the Union will not instigate, condone, engage in, or take part in any strike, slowdown, stoppage of work, or any other action which would curtail or impede any of the operations of the Department. The Chief of Police has the right, in his discretion, to discipline and/or discharge employees who violate this provision. If either Party elects to pursue any remedies it may have as a result of the breach

of this Section, in any Court of competent jurisdiction, the Court and not an arbitrator shall determine whether or not this Section has been breached.

Section 7.1: Definition of Seniority. Seniority shall be defined as the length of employee's continuous service with the Department dating from the employee's last date of hire. Seniority shall become effective upon the completion of the probationary period. Classification and rank seniority shall be defined as the length of continuous service in the classification or rank commencing on the date of entry into that classification or rank.

Section 7.2: Probationary Period. All new employees and employees who have been rehired after loss of seniority in accordance with the terms of this Agreement, shall be considered probationary employees for the first six (6) months after hiring or rehiring, during which period they may be discharged, disciplined, or suspended without regard to the provisions of this Agreement and without recourse to the grievance procedure.

Section 7.3: Job Evaluation Forms. The Chief of Police shall fill out and submit a Job Evaluation Form on each employee to the employee's permanent file. Employee evaluations shall be conducted semi-annually.

Section 7.4: Copies of the Job Evaluation Form. The Employer shall provide all employees of the Department a copy of their Job Evaluation Form.

Section 7.5: Temporary Transfers. The Chief of Police reserves the right to make but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, and will return the employee to his regular job as promptly as efficient operations permit. Employees transferred under this Section will be paid their regular rate or the rate of the job to which he is transferred, whichever is higher. Temporary transfers shall be for a period not to exceed one year.

Section 7.6: Loss of Seniority Seniority will be broken and employment terminated when the employee:

1. Quits or retires;
2. Is discharged for just cause;
3. Is absent for three (3) work days without notifying the Department the reason for his absence, and without subsequent permission, but such permission will not be unreasonably withheld.
4. Accepts other employment while on leave of absence without prior permission.

LAYOFF AND RECALL

Section 8.1: Layoffs. In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the Department shall be part-time employees and then those employees who are on probation, provided however, that the remaining employees have the necessary training and experience to perform the required work. If additional reductions are necessary, it shall be on the basis of seniority in the classifications and ranks affected, provided however, that the senior employees have the necessary training and experience to perform the work required in a lower paid classification or rank, shall have the right to be assigned to such classification or rank by the Chief of Police and shall receive the rate of pay of that rank or classification. The Employer shall give two (2) weeks advance notice of a layoff unless such notice is impractical due to emergency or unusual circumstances.

Section 8.2: Recall. In the event that the work force is increased, recall to work shall be in inverse order of layoff from work. An employee shall have recall rights to his classification or job for a period of twenty-four (24) consecutive months from date of layoff.

HOURS OF WORK AND OVERTIME

Section 9.1: Work Week. The normal work day shall consist of ten (10) hours and the normal workweek shall consist of forty (40) hours. The Chief of Police shall determine the schedules of work and such schedules shall posted in advance. Employees shall be allowed to trade shifts providing such trade does not create any overtime and providing such trade does not last for more than twenty-eight (28) calendar days.

Section 9.2: Overtime and Court Time.

A. Overtime. An employee shall be paid overtime pay for all hours worked in excess of ten (10) hours per day in any 24 hour period or in excess of forty (40) hours per week. Overtime will be paid at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time hourly rate. Said 24 hour period shall commence with the employee's shift and shall end at the beginning of the next shift.

B. Court Time. An employee required to appear in court or before an administrative agency during off-duty hours shall be paid at a rate of time and one-half ($1\frac{1}{2}$) the normal base salary for a minimum of two (2) hours of pay. The employee shall convey any fees received from the court to the City.

C. Call in Pay. When an employee is called into work, or required to attend any meetings outside his normally scheduled hours, shall receive pay at the time and one-half ($1\frac{1}{2}$) rate for all time actually spent.

D. Jury Duty Pay. An employee required to serve on a jury shall suffer no loss of pay, but will be paid the difference between jury duty pay and regular pay for the time actually spent on jury duty.

LEAVES OF ABSENCE

Section 10.1: Personal Leave. An employee with seniority may be granted a leave of absence of up to one hundred eighty (180) days upon good cause shown, at the discretion of the Chief of Police and/or City Commission. Such leave shall be in writing and submitted to the Chief of Police sufficiently in advance so that necessary arrangements in the Department can be made. During such leave of absence, the benefits of this Agreement shall not accrue unless so stipulated by the City Commission upon approval of the leave application.

Section 10.2: Personal Leave Day. An employee who has completed one continuous year of employment shall be eligible for three (3) personal leave days with pay per year. Except in a case of extreme emergency, requests for personal leave days shall be made at least forty-eight (48) hours prior to the day requested as a personal leave day, with the Chief of Police. The Chief of Police will then determine whether that day may be taken off. These personal leave days shall not be taken in conjunction with vacation time.

Section 10.3: Paid Sick Leave. No sick leave credit shall be granted for the first six (6) months of employment. Thereafter, sick leave shall be allowed at the rate of twelve (12) days, with pay per year during the employment period. Employees may accumulate up to a maximum of sixty (60) such days. Should the employee take an early retirement, quit, or be discharged for just cause, the employee would be eligible for sick time accumulation pay out as scheduled below:

10 years	100%
5 years	75%

The rate of pay shall be the employee's at the time of separation.

Section 10.4: Worker's Compensation Supplement. Employees shall continue to receive all benefits outlined in this Agreement for a period of six (6) months following any duty related disabling injury or illness. After six (6) months they may use accrued sick leave to supplement the Worker's Compensation payments.

During the first six (6) months any insurance payments received by the employee shall be signed over to the City.

Section 10.5: Bereavement Leave. In case of death in his immediate family, a permanent full-time employee shall be granted a leave of absence to attend the funeral, with pay, of any scheduled work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. Immediate family is defined as mother, father, sisters, brothers, step mother, step father, step sisters, step brothers, mother-in-law, father-in-law, husband wife, children, step children, grandmother, grandfather, or any in-law relative residing in the employee's household, provided however, the employee must attend the funeral.

Section 10.6: Military Leave. Military leave shall be governed by applicable Federal and State law. Employees required to attend annual military training shall be granted a maximum of two (2) weeks leave in addition to all other types of leave. The City shall pay the difference between military pay and regular base wage.

HOLIDAYS

Section 11.1: Holidays. For the purpose of this Agreement, the following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Employee's Birthday	Memorial Day
Day After Thanksgiving	Independence Day
Christmas Eve Day	Labor Day
Christmas	New Year's Eve Day

Section 11.2: Holiday Pay. If an employee works on a holiday, he shall receive, in addition to his regular pay, time and one-half ($1\frac{1}{2}$) for all hours worked.

VACATION

Section 12.1: Vacation Eligibility. Eligibility for vacations will be based on years of service as established by the payroll records and seniority list.

Section 12.2: Vacation Benefits. After one full year of continuous employment, employees shall be entitled to one week's vacation at their regular pay. Employees in continuous employment for a period of two (2) years and less than four (4) years shall be entitled to one (1) week vacation at their regular pay. Employees in continuous employment for a period of more than four (4) years and less than ten (10) years shall be entitled to two (2) weeks vacation at their regular pay. Employees in continuous employment for a period of ten (10) years or more shall be entitled to three (3) weeks vacation

at their regular pay.

Section 12.3: Vacation Scheduling. Vacation time off will be scheduled by the Chief of Police upon receiving a request in writing. The Chief of Police shall determine the permissible number of employees who may be absent at one time in the Department. Vacations shall be scheduled on the basis of the date the request is received, or if two requests are received on the same date, on the basis of seniority.

Section 12.4: Vacation Pay Upon Termination. Accumulated vacation shall be redeemable at the employee's regular rate of pay upon termination with or without cause.

Section 12.5: Holiday During Vacation. When a holiday falls within an employee's vacation period, he shall receive pay for such a holiday, but shall not receive additional time off.

Section 12.6: Vacation Accumulation. The accrual rate is in accordance with the schedule in Section 12.2; any change in accrual rate is based on the employee's date of hire. Vacation pay shall be calculated at the anniversary date at the rate of two percent (2%) per week of vacation of the employee's prior fifty-two (52) weeks earnings. Vacation may be accumulated up to thirty (30) days.

INSURANCE AND PENSION

Section 14.1: The City shall maintain and pay the premium costs for the employee and dependents of the current Blue Cross/Blue Shield hospitalization insurance in effect at the time of this Agreement. The insurance shall consist of not less than Comprehensive Hospital Care with MVF-1 Medical Surgical Care with the D45NM Rider and any other riders in effect.

Section 14.2: Life Insurance. After the ninety (90) day waiting period for a permanent employee, the coverage for life insurance amounts up to one (1) years pay rounded of to the nearest one thousand dollars ($1,000.00).

Section 14.3: Pension. After six (6) months of continuous satisfactory employment, permanent employees shall be eligible for participation in the City pension plan. The employee contribution to this plan will be no less than three percent (3%) of the base pay and the City contribution shall be five percent (5%) of the base pay.

Section 14.4: Any accidental bodily injury which does not arise out of or in the course of any employment, or for which an employee is not entitled to benefits under Worker's Compensation or is covered under Layfayette Group Insurance and after a one (1) day waiting period for any accident and/or eight (8) days

for an illness, is payable at the rate of one hundred dollars ($100.00) per week.

MISCELLANEOUS

Section 15.1: No Discrimination. The Employer and the Labor Council agree that there shall be no discrimination in regard to race, color, sex, national origin or religious beliefs, or any other reason covered by State or Federal law.

Section 15.2: Captions. The captions used in Sections of the Agreement are for the purpose of identification only and are not a substantive part of this Agreement.

Section 15.3: Uniform and Cleaning Allowance. The City shall allocate five hundred dollars ($500) per year, per employee, for the purchase of uniforms and replacement of uniform items. Said items may include a duty weapon, no more than one (1) pair of uniform shoes per year, and body armor. The City shall also allocate two hundred dollars ($200) per year, per employee, as cleaning allowance for uniforms.

Section 15.4: Equipment Maintenance. It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defects noted by personnel will be reported in writing promptly to the Chief of Police. Repairs will be made as soon as practical.

Section 15.5: Air Conditioned Cars. All automobiles shall have factory installed air conditioning as present cars are replaced.

Section 15.6: Bulletin Boards. The Employer shall allow and shall provide space for a bulletin board upon the premises of the City Hall to be used by the Union for the posting of notices and other official business of the Union.

Section 15.7: Copies of Agreement. The Employer shall provide all employees of the Department a copy of this Agreement.

Section 15.8: Break Time. All employees working a normal duty day of ten (10) hours shall be entitled to two twenty (20) minute and one sixty (60) minute break per duty day worked. The twenty (20) and sixty (60) minute breaks may be combined to equal one break. When these two (2) breaks have been combined, no additional breaks shall be taken.

Section 15.9: Copies of Rules and Regulations. Copies of the Police Department Manual of Operation, also known as Department Rules and Regulations, shall be furnished to each member of the Department, present and future. Manual Operation books shall remain the property of the Employer.

Section 15.10: Shift Trades. Employees shall be allowed to trade shifts with one another providing said trade does not require the payment of overtime or interfere with shift changes, scheduled vactions, or days off. All requests for shift trades shall be submitted in writing to the Chief of Police for approval.

Section 15.11: Employees shall be allowed access to their personnel file in accordance with Act 397, P.A. Act 1978, as amended.

Section 15.12: The Employer will replave or repair corrective lenses or watches damaged while the employee was engaged in the faithful performance of job duties.

Section 15.13: The Employer will provide all necessary ammunition for the employee's duty weapon as well as adequate target ammunition used in qualification shootings.

Section 15.14: An employee who is required to use his personal vehicle in the performance of his duties, including driving to schools or courts, shall be paid twenty-six ($.26) per mile.

Section 15.15: The City shall procure and maintain liability insurance for members of the bargaining unit. Said insurance shall provide legal defense, legal counsel, and satisfaction of resulting judgments shaould any members of the bargaining unit become involved in litigation as the result of the lawful performance of their duties on behalf of the City.

Section 15.16: When eating establishments in the City are not open for business, employees shall be allowed to travel no more than ten (10) miles to obtain a hot meal at locations designated by the Employer.

Section 15.17: The EMployer shall provide one (1) hand carried portable radio for each officer on duty.

Section 15.18: The EMployer and the Union agree that all conditions of employment shall be maintained at no less than the highest standards that were in effect prior to the signing of this Agreement.

Section 15.19: The Police Chief reserves the right to designate an employee to serve as "Acting Police Chief" in his absence. The "acting Police Chief" shall perform those additional duties and responsibilities, as assigned by the Police Chief, which are necessary to maintain the safety and welfare of the public. The employee will receive an additional one dollar ($1.00) per hour while serving as "Acting Police Chief" in the Chief's absence, as compensation for the additional responsibilities incurred.

DURATION

Section 16.1: This Agreement shall remain in full force and effect from July 1, 1993 to June 30, 1996, and this Agreement shall continue in full force and effect from year to year thereafter, unless either the Union or the Employer shall notify the other in writing not less than sixty (60) days prior to the expiration of the term, or any extended term, of this Agreement. If either the Union or the Employer gives notice as aforesaid to the other of a desire to modify any of the terms of this Agreement upon expiration of the term, or any extension to the term thereof, then within fifteen (15) days of the service of such notice, representatives of the Labor Council and the Employer shall meet to commence negotiations with respect to such modifications. If no agreement as to such modifications is reached before the expiration of the term, or the term of then current extension of the term of this Agreement, as the case may be, this Agreement may be terminated by either Party upon five (5) days written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this _____ day of _____, 19__.

CITY OF COLOMA

Patricia H. Beezley

Martin J. Quigley Jr.

CHIEF OF POLICE

Robert W. Wohler

POLICE OFFICERS LABOR COUNCIL

Rex Gustafson

APPENDIX A

WAGES

Effective July 1, 1993

Patrolman Gustafson	$23,712.00	$11.40/hour
Patrolman Endres	$23,629.00	$11.36/hour

Effective July 1, 1994

Patrolman Gustafson	$24,482.00	$11.77/hour
Patrolman Endres	$24,398.00	$11.73/hour

Effective July 1, 1995

Patrolman Gustafson	$25,314.00	$12.17/hour
Patrolman Endres	$25,230.00	$12.13/hour