

7080

6/30/95

AGREEMENT
BETWEEN
THE
CITY OF CORUNNA
AND
THE
POLICE OFFICERS LABOR COUNCIL

Corunna City

JULY 1, 1993
JUNE 30, 1995

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AGREEMENT

THIS AGREEMENT entered into this 4th day of January, ¹⁹⁹⁴~~1993~~, between the City of Corunna, Michigan (hereinafter referred to as the "Employer") and the Police Officer's Labor Council (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the 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.

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.

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

RECOGNITION

SECTION 1.0 - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provision 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 for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All Police Officers, excluding the Chief of Police

SECTION 2.0 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 2.1

It is understood and agreed that all present employees covered by this agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering the Agreement as determined by the Union. All present employees covered by this Agreement who on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the effective date of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All Employees covered by this Agreement who are hired after the effective

date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of thirty-one (31) days from the date of hire.

SECTION 2.2

All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by State Law, the Employer agrees to deduct from the first pay check of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary within fifteen (15) calendar days thereafter.

- 1) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

SECTION 3.0 - GRIEVANCE PROCEDURE

Any employee having a grievance in connection with his/her employment shall present it as follows:

STEP I:

He/She shall discuss the grievance with his/her immediate supervisor if applicable. If the matter is not resolved, the Chief Police or in his absence his designee. If the matter is not resolved within four (4) working days, it will be submitted in writing to the Chief of Police, by the Union Steward. The Chief of Police shall answer the grievance within four (4) working days after receipt of the written grievance, in writing, to the Union Steward.

STEP II:

If the answer of the Chief of Police has not resolved the matter, it shall be forwarded to the City Manager by the Steward within five (5) work days after the Chief's written response.

A meeting shall be arranged between the City Manager, the Union Steward and the grievant within five (5) working days of receipt by the City Manager. The City Manager shall have five (5) days to answer the grievance in writing after the meeting.

STEP III:

If the answer unsatisfactory to the grievant and/or Union, the grievance shall be forwarded to the City Council Labor Committee within fifteen (15) working days of receipt of the City Manager's written answer. A meeting shall be arranged between the Union Steward, grievant and outside union representative with the Labor Committee to discuss the grievance within fifteen (15) working days of receipt by the Labor Committee. The Labor Committee shall answer the grievance in writing within twenty (20) work days.

STEP IV:

Pre-Arbitration - MERC

Prior to arbitration, the parties mutually agree to submit the grievance to non-binding mediation to the Michigan Employment Relations Commission. Such request may be made by either party after the final decision in Step IV of the grievance procedure.

Such request must be made within ten (10) working days of the final decision of the Employer.

If the grievance is not resolved thru the meeting with MERC mediation, the grievance may be forwarded to arbitration.

If the answer of the Labor Committee is unsatisfactory to the grievant and/or Union, the Union shall give written notice to the City Manager within twenty (20) working days of receipt of the Labor Committee's answer, of their desire to proceed to arbitration. The Federal Mediation and Conciliation Service shall be used for the selection of an arbitrator in accordance with their rules and procedures.

RULES OF PROCESSING GRIEVANCES

1. Definition - Working days shall mean Monday through Friday.
2. Time Limits - Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
3. Withdrawal of Grievances - A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, financial liabilities 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 the financial liability.
4. Arbitrator's Decision - The arbitrator's 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 by the Union and the Employer.

SECTION 3.1 - PAYMENT OF BACK PAY CLAIMS

No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his regular rate.

SECTION 4.0 - DISCIPLINE AND DISCHARGE

The right to discharge and discipline employees shall remain the sole discretion of the Employer.

SECTION 4.1

Discipline is the responsibility of the Chief of Police. Discipline shall be positive, developmental and progressive in nature and shall be meted out even handedly. When the positive developmental and progressive discipline has not succeeded in solving the problem, further punishment, up to and including discharge may be necessary for alleged violations of department rules and regulations. Such punishment, discipline or discharge shall be imposed by the Chief of Police.

SECTION 4.2

All disciplinary actions shall be for just cause.

SECTION 4.3

Whenever any disciplinary action is taken against an employee, the specific charges, specifications, alleged offense, date, time, location of alleged offense shall be reduced to writing and copies shall be furnished to the employee and the Union Steward at the time the disciplinary action is taken against the employee. The Union Steward shall be present whenever any disciplinary action is taken on an employee. The alternate Steward will then be called, then the Union representative followed by a call to the Union office.

The employee and the Union Steward shall have the opportunity to meet on the employer premises immediately proceeding the action taken against the employee.

SECTION 4.4

In the event an employee is disciplined, suspended or discharged, such shall constitute a case arising under the grievance procedure. An employee who receives disciplinary action may file a written grievance which shall begin at Step 2 or the grievance procedure.

SECTION 4.5

In imposing discipline, the Chief of Police will not base his decision upon any infraction of department rules or regulations which occurred more than 6 months previously.

SECTION 4.6

In imposing positive, developmental and progressive discipline, the Union and the Employer recognizes the use of counseling memos and both agree that counseling memos cannot be grieved thru the grievance procedure. The Employer and the Union both agree that counseling memos will not be used by the Chief of Police in a capricious manner to intimidate or coerce employees. All counseling memos will be removed from any/all files six (6) months after they are issued.

SECTION 4.7

The Employer will not impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from the date of hire, unless he/she makes an intentional false statement on his/her employment credentials, education or criminal conviction record. Bargaining unit employees hired prior to June 30, 1993 shall be omitted from this section.

SENIORITY

SECTION 5.0 - PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The six (6) months probationary period shall be accumulated within not more than one hundred eighty (180) calendar days.

There shall be no seniority among probationary employees.

SECTION 5.1

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 as set forth in Section I of this Agreement. Probationary employees are not subject to the just cause standard and they can be terminated without recourse to the grievance procedure, during the probationary period.

SECTION 5.2

Seniority shall be on a department wide basis, in accordance with the employee's last date of hire.

SECTION 5.3 - SENIORITY LIST

Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

SECTION 5.4 - LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

1. He quits or retires.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exception 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.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure, in proper cases, exceptions may be made.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. If he is laid off during the term of this Agreement for a continuous period equivalent to this seniority. However, in no event will employees laid off for a continuous period in excess of two (2) years, retain seniority.

SHIFT PREFERENCE

SECTION 6.0

Shift preference shall be granted every four (4) months by seniority. Bidding periods shall be April 1st through 15th, August 1st through 15th and December 1st through 15th. Work schedules shall be posted and implemented on January 1st, May 1st and September 1st of each bidding period.

In order to be eligible for shift preference, an employee must submit his/her request, in writing, to the Chief of Police during the bidding period. Employees shall be eligible to bid on all shifts as established herein, provided, however, the Sergeant's classification shall not be entitled to shift preference as provided herein and shall be subject to the provisions of Section 17.3 as set forth.

LAYOFF AND RECALL

SECTION 7.0 - LAYOFF DEFINED

The word "layoff" means a reduction in the working force.

SECTION 7.1

When it becomes necessary to reduce the size of the work force, part-time and probationary employees shall be laid off first. Thereafter, employees with the least seniority shall be laid off.

For purpose of this Agreement, reserve officers, auxiliary officers, seasonal officers and temporary officers shall be considered to be part-time.

- 1) If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the least senior employee in the classification to be eliminated or reduced may, in lieu of accepting layoff, exercise their seniority right to "bump" into a lower rated classification, seniority permitting, thereby displacing the least senior employee in the lower rated classification. Employees exercising their seniority right to "bump" into a lower rated classification must be able to satisfactorily perform required work without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise their seniority right to "bump" into a lower rated classification as provided herein.

SECTION 7.2

Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Union Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

SECTION 7.3

The Union Steward shall be last to be laid off regardless of seniority.

SECTION 7.4 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 9 (c) and (11). 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 the date of mailing of notice of recall, he shall be considered to have quit.

TRANSFERS

SECTION 8.0 - 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 while working in the position to which he was transferred.

SECTION 9.0

Promotions within the bargaining unit shall be made on the basis of qualifications. Promotions and/or job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position, as mutually established by the parities, in a conspicuous place in each department. Employees interested shall apply within the seven (7) calendar days posting period.

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

SECTION 9.1

Promotional opportunities shall be awarded through assessment center testing methodology. Requirements for promotion and testing criteria shall be mutually established by the parties prior to the posting period. However, the successful employee shall be non-probationary and have a minimum of two (2) years service with the Corunna City Police Department. Test scores, seniority, and credit hours of further education in related fields will all be considered in selecting the employee to receive the promotion.

Upon completion of the testing procedure as established herein an eligibility list shall be established which shall remain in effect for a period of time not to exceed eighteen (18) months.

SECTION 9.2

Employees promoted to a higher classification position shall be on probation for a period of twelve (12) months. During the probationary period an employee may be returned to his/her former position, if the Employer determines the performance of the employee in the position to be unsatisfactory. During the probationary period the employee may elect to voluntarily return to his/her former position without loss of seniority.

SECTION 9.3

Employees required to work in a higher classification shall be paid the rate of the higher classification.

VETERANS

SECTION 10.0

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

SECTION 10.1 - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, without pay, for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

SECTION 10.2

Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their regular pay with the Department when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency, the employee would be paid the difference between their regular pay and military pay, not to exceed twenty-six (26) weeks.

LEAVES OF ABSENCE

SECTION 11.0

Leaves of absence without pay for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Illness leave (physical or mental)
2. Prolonged illness in the immediate family.

Leaves of absence without pay for periods not to exceed six (6) months may be granted, in writing, without loss of seniority for:

1. Employees who are elected or appointed to public office.
2. Educational leave.

Such leaves may be extended for like causes.

SECTION 11.1

Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time of the leave of absence was granted, or a position to which his seniority entitles him.

SECTION 11.2

Members of the Union elected to attend functions of the Union, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions not to exceed five (5) working days.

SECTION 11.3

Requests for maternity leave shall be treated the same as any other illness or injury.

SECTION 12.0 - UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events
2. Notice of elections
3. Notice of results of elections
4. Notice of meetings

SECTION 13.0 - RATES OF NEW JOBS

When a new job is placed in a 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 rates are proper, it shall be subject to negotiation.

SECTION 14.0 - TEMPORARY ASSIGNMENTS

The Corunna Police Sergeant shall be assigned and shall assume full responsibility and authority for the day-to-day operation of the Police Department upon written notification from the Police Chief or the City Manager. The Corunna Police Sergeant shall continue to be paid the appropriate wage rates as set forth in the collective bargaining agreement for the position of Sergeant during an such period of assignment to the Chief's position.

SECTION 14.1

In the event the Chief and the Sergeant are absent simultaneously, the City Manager may assign an existing bargaining unit employee to fill the vacancy. Such assignments shall be made on a rotating basis. During any such period of assignment, the employee, so assigned will receive the Sergeant's rate of pay.

SECTION 15.0 - EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classification in their departments. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each department. Overtime opportunities within the control of the Employer shall be included on the overtime equalization list. However, the posted overtime list shall not include time spent in court, court related matters or hearings.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this Section, refused time will be charged to the employee at the average number of overtime hours worked by the called in employee.

SECTION 16.0 - WORKERS COMPENSATION

Each employee will be covered by the applicable Workers Compensation Laws and the Employer further agrees that an employee being eligible for Workers Compensation will receive, in addition to his Workers Compensation, an amount of money to be paid by the Employer sufficient to make up 100% of the difference between Workers Compensation and his regular weekly income based on forty (40) hours, for a period not to exceed one (1) year.

SECTION 17.0 - HOURS OF WORK AND SHIFT PREMIUMS

The regular full working day for the Police Department employees shall consist of eight (8) hours per day, including a paid lunch period. Schedule, as negotiated, to be posted in advance. A four (4) hour emergency shift change may be scheduled for the purpose of establishing proper service to the community.

SECTION 17.1

The regular work day shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Nothing herein shall be construed to guarantee eight (8) hours per day or forty (40) hours per week.

Overtime at the rate of time and one-half (1-1/2) the regular hourly rate shall be paid for every hour over eight (8) in one (1) day or in excess of forty (40) hours in the work week.

The determination to need an on-call employee shall be an administrative decision to be made by the City Manager. If the City Manager feels it is necessary to have an on-call employee, then that employee shall receive twenty-five dollars (\$25.00) for being on call. The employee will be paid at the overtime rate for hours worked if actually called in.

SECTION 17.2

A full-time employee called for overtime duty, including department meetings, mandatory certifications or other job related functions required by the Employer, shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2).

SECTION 17.3

Shifts shall be as follows:

8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 a.m.
12:00 a.m. - 8:00 a.m.

The Chief of Police may assign an alternate shift schedule which shall be filled by the Sergeant.

The Patrol Officer assigned to the 8:00 a.m. to 4:00 p.m. shift may be utilized to fill in other shifts due to absences caused by vacations.

SECTION 17.4 - SHIFT TRADES

Working shifts and days off may be traded as mutually agreed between the employees and with the approval of the Chief of Police. The Chief's decision shall not be unreasonable.

SECTION 17.5 - TWO MAN CARS

Whenever scheduling will allow, there will be two (2) men in the patrol car during the hours of darkness.

SECTION 17.6

Employees assigned to the 4:00 p.m. to 12:00 a.m. shift shall receive fifteen (\$.15) cents per hour, and the 12:00 a.m. to 8:00 a.m. shift shall receive twenty (\$.20) cents per hour.

SECTION 18.0 - SICK LEAVE

The sick leave program as hereinafter established, has as its sole purpose protection of employee income due to unforeseeable exigencies. Employees found to be abusing the sick leave provisions of this Agreement may be subject to disciplinary action.

All police department employees of the bargaining unit shall be funded twelve (12) eight (8) hour sick days per fiscal year, non-accumulative.

Employees of the police department shall have the option to convert any remaining portion of their annual sick leave bank to pay or vacation. Employees shall make their requests known to the City, in writing, as soon as possible during the month of June.

Employees electing the vacation conversion option shall have any remaining portion of their sick day bank transferred by the Employer to their vacation bank on June 30th at the rate of three-fourths (3/4) day of vacation for each remaining bank of sick leave. Any vacation time so accumulated, shall remain intact until used at the employees' discretion for one year from the date of transfer.

Employees electing to be paid for the remaining portion of their sick leave bank shall make their requests known to the City, in writing, not later than the last Monday prior to and immediately preceding the June 30th payroll. Employees shall receive payment for unused portions of their sick day bank by other than normal payroll check.

Upon an employee being absent in excess of two (2) days due to illness, the Employer may require the employee to secure a medical report regarding his illness from a duly licensed doctor.

Upon a bargaining unit employee's retirement or death, the Employer agrees to pay that employee or his estate any remaining accumulated vacation days at their current rate.

Employees presently in the bargaining unit as of June 30, 1993 shall be paid any accumulated vacation days upon their resignation.

The Employer agrees to provide for each member of the bargaining unit, a sick and accident insurance program that provides the following limits of coverage; sixty-six and two-thirds (66 2/3) percent of the employee's gross wage. Qualification Period: seven (7) days sickness - seven (7) days accident. Five (5) year coverage for sickness - to age sixty-five (65) for disability.

SECTION 19.0 - FUNERAL LEAVE

An employee shall be allowed three (3) working days as leave days not to be deducted from sick leave for a death in the immediate family. Any extra days required may be allowed based on the circumstances and approval of the Employer.

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, and Grandchildren, or a member of the employee's household.

An employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral day with pay not to be deducted from sick leave.

An employee shall be granted up to an additional two (2) days off with pay to attend the funeral and travel time if the funeral is out of state or in excess of four hundred (400) miles from Corunna.

SECTION 20.0 - HOLIDAY PROVISIONS

Employees who must work on a holiday because of the nature of their position will be paid time and one-half (1-1/2) in addition to their regular hourly straight time pay.

SECTION 20.1

Employees who perform no work on a holiday shall be paid for eight (8) hours at their current holiday straight time rate.

SECTION 20.2

The following holidays will be recognized for purposes of premium pay:

New Years Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Washington's Birthday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Years Eve Day
Labor Day	Veterans Day
Good Friday	Easter Sunday

SECTION 20.3

Employees must work their scheduled day before and their scheduled days after a holiday or be on authorized leave with pay in order to be paid for the holiday.

SECTION 20.4

In addition to the listed holidays, employees shall receive three (3) personal leave days for the purpose of handling personal business. All requests for personal days shall be in writing and must be submitted to the Chief of Police or his designated representative at least twenty-four (24) hours in advance, except in the case of emergency. This time shall be non-accumulative and may be taken in either four (4) or eight (8) hour blocks.

SECTION 21.0 - COURT TIME

Employees who are required to obtain complaints and warrants, or who must validate complaints while off duty, or who are subpoenaed or directed into court, including Probate Court and official hearings during off-time hours shall be compensated for a minimum of two (2) hours at time and one-half (1-1/2) the scheduled hourly rate or time and one-half (1-1/2) for all time spent, whichever is greater. Except when such court time becomes part of his regularly scheduled work day at the beginning or end of his shift. The employee shall not be required to stay a minimum of two (2) hours, only the necessary time to fulfill the task.

SECTION 22.0 - LONGEVITY PAY

All regular full time employees in the active service of the Employer as of the employee's anniversary day of any year, shall be entitled to receive longevity pay for the length of continuous service with the Employer according to the following rules and schedule of payments:

- 1) Longevity pay shall be computed as a percentage of the employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full time continuous service.
- 2) Payments to employees for said longevity shall be on December 1st of each year.
- 3) Longevity pay schedule:

Two (2) years but less than four (4) years	2%
Four (4) years but less than nine (9) years	4%
Nine (9) years and thereafter	6%

SECTION 23.0 - UNIFORMS AND DRY CLEANING

The Employer shall pay for the complete cleaning of all uniforms issued by the Department and the Employer shall furnish all uniforms and equipment necessary to the proper function of police duties as prescribed below:

- | | |
|--|------------------------------|
| 3 - Pants (all weather) | 1 - Brake-away front holster |
| 3 - Shirts long sleeve (dark blue) | 2 - Speed loaders |
| 3 - Shirts short sleeve (light blue) | 1 - Cuff case |
| 3 - Ties (dark blue) | 1 - Key holder/snap ring |
| 3 - Ties (light blue) | 1 - Kel-lite (3 cell) |
| 1 - Pair of gloves | 1 - Winter fur cap |
| 1 - Pair all weather boots | 1 - Garrison hat |
| 1 - All weather convertible parka/coat | 1 - Spring jacket |
| 1 - Belt/black basket weave | 4 - Belt keepers |
| | 1 - pair uniform shoes |

All uniform items, as described above, shall be replaced by the Employer as necessary. Before the Employer shall be obligated to replace uniform items, the employee will turn in all worn or destroyed uniform items. Short sleeve shirts will be utilized by employees from May 1 thru October 1.

SECTION 23.1 - AMMUNITION

The Employer will provide for each employee one (1) box of factory loaded ammunition per year in the caliber size suitable for his weapon. The employee will return any surplus ammunition before receiving the new ammunition. The surplus ammunition will be utilized for practice. Practice ammunition will be maintained by the Employer in an ample supply.

SECTION 24.0 - VACATION

An Employee will earn credits toward vacation with pay in accordance with the following schedule:

One (1) year but less than five (5) years service	= 15 days
Five (5) years but less than eight (8) years service	= 18 days
Eight (8) years but less than fifteen (15) years service	= 21 days
Fifteen (15) years service and thereafter	= 24 days

Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the police department. Senior employees will have preference for vacation selections with sufficient notice, but in any event, not less than thirty (30) days prior to the requested vacation period; except for requests for one (1) to four (4) day increments, in which case will be granted by the Chief of Police, if such request made five (5) days in advance of the requested day or days. One (1) day vacation may be granted at the discretion of the Chief of Police.

For purposes of this Agreement, vacation selection shall be made in the time period October through March of any year and April through September of any year. Initial vacation requests shall be granted based on seniority, thereafter, vacation requests shall be granted on a first come basis regardless of seniority.

SECTION 24.2

A one week vacation period will be taken in a block of consecutive days, except one (1) day requested as outlined in Section 24.1. Employees will not be subject to mandatory scheduling of vacation leave.

SECTION 24.3

A vacation may not be waived by an employee and extra pay received for work during that period.

SECTION 24.4

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of the unused portion of his vacation.

SECTION 25.0 - PAY ADVANCE

If a regular pay day falls during an employee's vacation, he may 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.

SECTION 25.1

If an employee is laid off or retired, quits and gives two (2) weeks notice, or the Employer severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. In the event of a death of an employee, the unused vacation credit, including that accrued in the current calendar year, shall be paid to the employee's beneficiary. A recalled employee who received credit at the time of layoff for the current calendar year shall have such credit deducted from his vacation the following year.

SECTION 25.2 - RATE DURING VACATION

Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 26.0 - HOSPITALIZATION AND HEALTH COVERAGE

The City will pay the full premium for hospitalization - medical coverage for the employee and his family; the plan to be Blue Cross with MVF - 1 and Master Medical Option IV, \$2.00 co-pay Prescription Drug Rider.

SECTION 26.1

The Employer agrees to pay the full premium for hospitalization - medical coverage for the employee and his family during an employee's absence as a result of any injury, illness or maternity. During period of maternity coverage will be a maximum of three months prior to delivery and three months after delivery.

SECTION 26.2

The Employer agrees to pay full premium for hospitalization - medical coverage for the employee and his family for all employees who are qualified for retirement under M.E.R.S. Benefit Plan in effect.

SECTION 26.3

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family while the employee is laid off for a period of ninety (90) days after layoff.

SECTION 26.4

The Employer shall obtain and pay the premiums of a dental and optical insurance plan equivalent to the plan in effect prior to the effective date of this Agreement. If the optical insurance plan is improved for any group of employees in the City of Corunna, then this improvement shall be extended to members of this bargaining unit at the same time.

SECTION 27.0 - LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of a term life insurance plan for each employee, being equivalent to three (3) times the employees annual salary rounded to the nearest one thousand dollars. Such coverage shall also contain a provision for accidental death and dismemberment.

SECTION 28.0 - LIABILITY INSURANCE

The Employer shall furnish liability insurance, including punitive damage insurance, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty and shall provide that said employee, if sued, shall be provided with an adequate defense, and if any judgement is rendered against him, it shall be satisfied to the extent of the insurance coverage in force effective July 1, 1982.

SECTION 29.0 - COMPUTATION OF BENEFITS

Vacation, sick leave, funeral leave, personal days, holidays and Workers Compensation shall be considered the same as hours worked for the purpose of computing overtime and benefits as covered by this Agreement.

SECTION 30.0 - GENERAL PROVISIONS

The following general provisions are attached to and made a part of the Agreement:

SECTION 30.1 - MANAGEMENT RIGHTS

The Employer, on its own behalf and on the behalf of the electorate of the City, hereby retains and reserves unto itself and powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States.

SECTION 30.2

The Employer has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing contract. New work rules must be approved by the City Manager and presented to the Union through its Steward at least thirty (30) calendar days prior to the effective date of the work rules being established.

In the event the proposed work rule is in conflict with or modifies the existing contract, or in the event the work rule is unjust or unreasonable, the City Council Labor Committee shall be convened to discuss an amend or correct the proposed work rule.

All work rules established now or hereafter shall be furnished to each employee covered by the work rule and copies of work rules then in effect shall be given to all new employees upon employment.

The Employer agrees to maintain a file of established work rules. Such file shall be available to the proper Union officials.

SECTION 31.0 - POLICE OFFICER'S RIGHTS

Police officers will not be required to perform any non-police functions.

SECTION 31.1

The Union recognized the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authorities which the Employer has not abridged, delegated, or modified by this Agreement or retained by the Employer.

SECTION 31.2 - STRIKES AND LOCK OUTS

No lock out of employees shall be instituted by the Employer during the term of this Agreement. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

SECTION 32.0 - SEVERABILITY

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan.

The parties further agree that in the event of a court of competent jurisdiction rule that the Employer was without legal authority to negotiate a specific Article, Section, or portion thereof of this Agreement, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

SECTION 32.1 - SAFETY AND EQUIPMENT

The City shall furnish all equipment, including cars, in a safe operating condition. An employee shall not be required to pay for damages done to any equipment unless gross negligence can be proved.

SECTION 33.0 DURATION

This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 1995.

SECTION 33.1

If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

SECTION 33.2

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 sixty (60) days written notice prior to the current year's termination date.

SECTION 33.3

If notice of amendment of this Agreement has been given in accordance with the paragraphs above, this agreement may be terminated by either party on ten (10) days written notice of termination.

SECTION 33.4

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 33.5 - NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Police Officer's Labor Council, 667 East Big Beaver, Suite 205, Troy, MI 48083, and if the Employer, addressed to 402 North Shiawassee Street, Corunna, Michigan 48817, or to any such address as the Union and the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION

Ray Wallace
Ray Wallace

Kim Williams
Kim Williams

Gary L. Blahnik
Gary L. Blahnik

Mark Hetfield
Mark Hetfield

Kevin L. Clark
Kevin L. Clark

Mike Sarrazin
Mike Sarrazin, Mayor

Lisa K. Hitchcock
Lisa K. Hitchcock, Clerk

CITY OF CORUNNA

APPENDIX A

Pension Program

The Employer agrees to continue assumption of 100% of the cost involved in maintaining the existing Municipal Employees Retirement System Plan C-2 with a B-1 base and a F-50 Rider. Effective 7-1-90 this shall be improved to the M.E.R.S. Plan B-2 with the F-50 rider. Effective 7-1-91 this shall be improved to the M.E.R.S. Plan B-3 with the F-50 rider.

PAY PERIOD

A regular week shall be considered as hours worked from Sunday to Sunday.

PAY SCHEDULE AS FOLLOWS:

<u>Patrol Officer</u>	<u>Effective July 1, 1993</u>	<u>Effective July 1, 1994</u>
Start	11.32/hour	11.66/hour
Six (6) Months	11.81/hour	12.16/hour
One (1) Year	12.38/hour	12.75/hour
Two (2) Years	12.88/hour	13.27/hour
Three (3) Years	13.31/hour	13.71/hour

The Corunna Police Sergeant will receive \$1,200 in addition to the three (3) year patrol officer rate.

If the Employer elects to fill a full-time position, it will be filled with a full-time employee.

Education Incentive

Employees who have successfully completed prescribed courses of study from accredited colleges or universities shall be compensated in accordance with the following schedule:

Two (2) year degree (Associates)	4%
Four (4) year degree (Bachelors)	6%

Special Conferences

Section 1. Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon request of either party. Such meetings shall be between two (2) representatives of the Union and two (2) representatives of the Employer.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. The time of the such meetings shall be scheduled by mutual agreement. The members of the bargaining unit shall not lose time or pay for time spent in such special conferences.

Healthcare

The City of Corunna and the Police Officer's Labor Council agree to a contract reopener for the purpose of health care changes. This reopener to be considered at the same time the City negotiates with the AFL-CIO (the DFW Union for Municipal Employees), prior to the start of the new DFW contract scheduled to begin July 1, 1994. At the present time all current Blue Cross/Blue Shield coverages remain the same.



"The Heart of Shiawassee County"

517-743-3650

LETTER OF AGREEMENT

The City of Corunna and the Police Officer's Labor Council Corunna Police Department Unit agree that a 7:00 p.m. to 3:00 a.m. shift may be utilized by the Police Department in the following circumstances only:

When a bargaining unit member is off work on their regular scheduled shift due to a paid vacation, personal and/or sick leave period.

The City and the Union agree that this agreement shall be in effect on a month to month basis with either party giving the other a twenty-four hour (24) notice in writing that they wish to conclude the letter of agreement.

This Letter of Agreement shall become effective January 6, 1994, and continues on a month to month basis unless a written notice is given to conclude. This Letter of Agreement shall not set a precedent for either the union or the city.

FOR THE CITY:
Dennis Drijster 1-10-94
DATE

FOR THE UNION:
Gay J. Blatnik 1-5-94
DATE

LETTER OF AGREEMENT

Between the Police Officers Labor Council, Corunna Police Department Unit, and the City of Corunna.

Whereas: The Corunna Police Department officers are willing to for-go any overtime required by the D.A.R.E. program, including training, teaching and other events associated with this program.

Whereas: The Corunna Police Department officers agree that a part-time officer will be used without the posting of overtime in absence of the D.A.R.E. officer's regular scheduled shift.

Whereas: The part-time officer will only be used in lieu of the D.A.R.E. officer while he is performing his duties as such.

In conclusion: This letter of agreement is only for the use of part-time officers for a successful D.A.R.E. program. We further agree that the undersigned officers will allow a part-time officer to work under these conditions set forth without the posting of overtime. This letter of agreement to be terminated with the termination of the D.A.R.E. Program with the Corunna Public Schools.

K. Williams 2-22-94
Officer Kim Williams

Mark Hetfield
Sergeant Mark Hetfield

Gary J. Blahnik
Officer Gary Blahnik

Kevin L. Clark 2-22-94
Officer Kevin Clark

LETTER OF UNDERSTANDING

The parties agree that it was necessary to have the duties, responsibilities, and authority of the Police Department assigned to Sergeant Hetfield based on Article 14.0 of the current collective bargaining agreement due to the retirement of Chief Jenkins.

The parties also agree that Sergeant Hetfield is acting as an agent of the City of Corunna and his rights as a union member are prohibited with the exception of the grievance arbitration procedure for termination.

The parties also agree that when a new Chief of Police is determined, Sergeant Hetfield will be placed back into the union with full rights of the collective bargaining agreement.

For the Union

For the City

Sgt. Hetfield 2-23-94

Gay J. Blalock 2-23-94

Eric K. Hitchcock 2-23-94

Donald L. Johnston
2-23-94