

3/31/98

7204

A G R E E M E N T
BETWEEN
CITY OF EAST JORDAN
(Police Unit)
and
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

East Jordan, City of



Effective April 1, 1995 through March 31, 1998

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AGREEMENT

This Agreement entered into this ____ day of _____, 1995, by and between the CITY OF EAST JORDAN hereinafter referred to as the Employer and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the Union.

PURPOSE

The general purpose and intent of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I

RECOGNITION

Section 1.

Pursuant to and in accordance with the applicable provisions of Act 379, P.A. 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all of its police officers, excluding the Chief, temporary officers and all other employees employed by the City of East Jordan.

Section 2.

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of his/her race, color, creed, sex, age, marital status, nationality or political belief. Nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his/her membership or non-membership in the Union.

ARTICLE II

UNION AND MANAGEMENT RIGHTS

Section 1.

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively with the Employer.

Section 2.

The Union agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on the Employer's property, unless authorized in writing by the Employer.

ARTICLE III

PROBATIONARY PERIOD

Section 1. New Hires.

All employees shall be probationary employees during their first twelve (12) consecutive months of employment since their last hiring date. It is understood and agreed the probationary period may be extended by mutual written agreement between the Employer and the Union. "Last hiring date" shall mean the date upon which the employee

first reported for work at the instruction of the Employer since which time he/she has not quit, retired or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During this probationary period, the employee shall be evaluated, by the Chief of Police, in writing, and copy of each evaluation shall be furnished to the employee. During this probationary period, an employee may be laid off, disciplined or dismissed from employment without regard to his/her length of service and without recourse to the Grievance Procedure.

Section 2. Promotions or Transfers.

When an employee is promoted or transferred to a different job classification within the bargaining unit or to a higher paying job classification outside of the bargaining unit, he/she shall serve a job probation in the new classification to which he/she was promoted or transferred for a period of twelve (12) consecutive months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties of the new classification. During the job probation, the employee may be removed from the new classification at any time he/she demonstrates, at the Employer's discretion, that he/she is or will be unable to satisfactorily perform the requirements of the new classification. If an employee is so removed, he/she shall be returned to the classification he/she held immediately prior to the promotion or transfer.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2. First Step.

An employee's grievance shall be submitted in writing to the Chief of Police or his designated representative. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Chief of Police or his designated representative within three (3) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which the grievance is based. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance from and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

Section 3. Second Step.

If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the Union shall notify the Chief of Police in writing within five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Chief of Police or his designate shall meet with the grievant and Union representative within seven (7) working days after receipt of the request to consider the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Union representative within seven (7) working days

after the date of this meeting. If the answer is satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

Section 4. Third Step, Appeal Board.

If the grievance has not been resolved in the previous Steps, either the Employer or the Union may, within seven (7) calendar days after the Second Step answer has been received, move the grievance to the Appeal Board as set forth below:

Employer representatives on the Appeal Board shall consist of the Police Committee, the City Administrator and/or a designated representative selected by the Employer. Union representatives on the Appeal Board shall consist of one (1) bargaining unit employee and one (1) representative designated by the Local Union. The Appeal Board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the non-moving party and shall render a decision within seven (7) calendar days following the Appeal Board's meeting. If unanimous, the decision of the Appeal Board shall be binding on the grievant, the Employer and the Union.

Section 5. Arbitration.

In the event the Appeal Board is unable to arrive at a unanimous decision, the Union may submit the grievance to arbitration, through the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union and the Employer of the Appeal Board's decision outlined in the Third Step of the Grievance Procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the Grievance Procedure.

Section 6. Arbitrator's Authority.

The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure. The decision of the Arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the Arbitrator and the applicable fees of the Federal Mediation Conciliation Service shall be shared equally by the Union and the Employer. The expenses and wages of witnesses and representatives called by the Union shall be borne by the Union and the expenses and wages of witnesses and representatives called by the Employer shall be borne by the Employer.

Section 7. Time Limits.

The time limits at any Step of the Grievance Procedure may be extended only by mutual agreement of the Union and the Employer. In the event the Union does not appeal a grievance from one Step to another or fails to reply to a grievance at any Step of the Grievance Procedure within the time limits specified, the grievance shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the Grievance Procedure within the specified time limits, the grievance shall automatically be referred to the next Step in the Grievance Procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to the Appeal Board or to Arbitration as outlined in the Grievance Procedure.

Section 8. Grievance Meeting Times.

Meetings provided for in the second Step of the Grievance Procedure shall start not later than 4:00 p.m. on the day for which they are scheduled. The grievant and the Steward shall be allowed to attend the grievance meeting.

Section 9. Notice of Steward Designation.

The Union shall promptly notify the Employer, in writing, who its Steward is and of any changes in that designation.

Section 10. Stewards.

The Steward shall not suffer a loss of pay from his/her regularly scheduled work for time necessarily spent investigating and meeting with the Employer in processing of grievances as provided for in the Grievance Procedure. However, the Steward shall first obtain permission from the Chief of Police prior to leaving his/her duty station to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the Chief of Police shall not unreasonably deny the Steward the necessary time off for such purposes.

Section 11. "Working Days".

Wherever the term "working days" is used in this Agreement, it shall be defined as those days scheduled for work between Monday and Friday, both inclusive, excluding Saturday, Sunday and all holidays recognized under this Agreement.

ARTICLE V

DISCHARGE AND DISCIPLINE

Section 1. Just Cause.

The Employer agrees that it shall not discharge or discipline any employee except for just cause. In the event a employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and believes he/she has been unjustly suspended or discharged, he/she shall be allowed to discuss his/her suspension or discharge with his/her Steward before being required to leave the Employer's property. Such suspension or discharge may constitute a case arising under the Grievance Procedure, providing a written grievance with

respect thereto is presented to the City Administrator pursuant to Step Three of the Grievance Procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2. Reinstatement.

In the event it should be decided under the Grievance Procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the period immediately preceding the time of discharge or suspension less such compensation as he may have earned at other employment during this period.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Unpaid Personal Leave.

The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a regular employee, provided in the judgement of the Employer such employee can be spared from his/her work.

Section 2. Unpaid Medical Leave.

An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for not to exceed one (1) year, provided the employee promptly notifies the Employer of the necessity therefor and provided further that the employee supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3. Military Leave.

A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable law then effective.

Section 4. Military Reserve Leave.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders.

Section 5. Bereavement Leave.

Employees who at the time have completed their probationary period shall receive eight (8) hours pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in the immediate family.

Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, brothers, sisters, children and grandparents.

The three (3) days above referred to shall be used in conjunction with the day of the funeral. Employees who attend funerals that are held five hundred (500) miles or more from the City of East Jordan shall be allowed five (5) days off with pay.

Section 6. Written Application.

Leaves of Absence referred to in this Article must be applied for in writing by the employee and approved in writing by his Department Head in order to preserve the employee's job rights during such leave.

Section 7. Jury Duty Leave.

Should any employee be called to serve on jury duty the employee will not suffer a loss of pay and shall receive his/her regular pay for all time required for such jury duty service which occurs during the employee's regular working hours provided:

- a) the employee shall give the Employer a copy of the written notice concerning such jury duty as soon as the employee receives same from the court.
- b) the employee shall submit to the Employer all moneys, less expense reimbursement, that the employee received for serving on jury duty.
- c) the employee will be required to return to work if he/she is released from jury duty in sufficient time to return to work with two (2) or more hours remaining in the work day.
- d) that said jury duty service is actually performed.

ARTICLE VII

SICK LEAVE

Section 1. Annual Allotment.

Regular full-time employees shall, effective January 1 of each year, be pre-credited with seven (7) sick leave days per year. As of the eighth day of illness or injury, an employee shall be covered by a sickness and accident insurance plan provided by the Employer.

- (a) The sickness and accident insurance plan provided by the Employer shall pay an employee from the first (1st) day of an accident and the eighth (8th) day of sickness at the rate of seventy percent (70%) of the employee's gross biweekly regular salary.

Section 2. Eligibility.

In order to qualify for sick leave payments, the employee must report to the Chief of Police or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless in the judgement of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence, if the Employer once proved the employee had abused the sick leave provision. If the doctor's statement is required, the employee will be notified in writing in advance that in the future it may be required and it must state the cause for such absence, confirm the necessity therefor and, before the employee resumes his normal duties, must state that the employee is physically able to return to and perform his/her job duties.
- (b) An employee, who makes false claim for paid sick leave, shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 3. Use of Sick Leave.

Qualified employees, subject to the provisions set forth in this Article, shall be eligible for Employer paid sick leave from and to the extent of their pre-credited unused sick leave credits in the following situations:

- (a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes stemming from his/her employment or work in the service of another employer or while acting in the capacity of a private contractor.

- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment with the Employer which is compensable under the Worker's Compensation Act; after the first day of absence necessitated thereby, he/she shall be entitled to utilize his/her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act, if any, and the amount of daily salary he would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of which he/she would have received in daily pay on an eight (8) hour per day basis.

Employees may accumulate as much as fifty (50) sick days credit, forty-three (43) earned but not used sick days plus seven (7) days pre-credited on January 1 of each new calendar year. Upon separation of employment, the Employer will pay at one-half (1/2) the earned rate of pay for all then unused accrued sick days, except if separation is discharge for cause, in which case unused accrued sick day pay will be forfeited.

ARTICLE VIII

PHYSICAL FITNESS

Section 1. Medical Leave.

The Employer reserves the right to require employees to take a leave of absence without pay, who are not physically and mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, the employee at his/her own expense may obtain a physical examination from a medical doctor of his/her choice. Should there be conflict in the findings of the two (2) doctors, then a third doctor mutually

selected by the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Employer and the Union and the doctor's findings shall be binding on the employee, the Employer and the Union.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1. Normal Work Week and Work Day.

The normal work week shall consist of an average of forty (40) hours and the normal work day shall consist of eight (8) hours, during which employees shall be entitled to a twenty (20) minute break period at or near the midpoint of the first half and the second half of their shift and a thirty (30) minute lunch period at or near the midpoint of their shift, as aspects of the job permit. It is understood officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on a break.

Section 2. Overtime Qualification and Payment.

Time and one-half (1 1/2) an employee's regular straight time hourly rate of pay shall be paid for all approved time necessarily spent on the job (excluding in-service training) in excess of eighty (80) hours per biweekly pay period. There shall be no pyramiding of premium pay.

- (a) When an employee is called in to perform work at a time other than that for which he/she was previously scheduled, the employee shall receive not less than two (2) hours of work or two (2) hours of straight time pay, which shall count toward the overtime pay provision. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less

- than two (2) hours prior to the start of their regularly scheduled shift, but who continue to work their regular shift thereafter.
- (b) The call-in provision set forth above shall not apply to time spent as a witness in court.
 - (c) When it is necessary for an employee to appear in a court proceeding, while off duty, such employee shall be paid his/her regular straight time pay for the actual time spent in court, when said court appearance is in the City of East Jordan. When the court appearance is outside of the City, the employee shall be paid a minimum of four (4) hours of straight time pay or actual time, whichever is greater. The Employer agrees to reimburse said employees who drive their own vehicle the standard mileage as established by the Employer.
 - (d) When approved in-service training is scheduled at a time other than during an employee's regularly scheduled shift, such employees shall be compensated for the time necessarily spent at a straight time hourly rate of pay and shall not include travel time to or from the designated location for said training, either after the regularly scheduled shift or on days that the employee is not scheduled to work. The Employer agrees to reimburse said employees who drive their own vehicle the standard mileage as established by the Employer.

Section 3. Compensatory Time.

Employees, upon mutual agreement with the Chief of Police, may accumulate compensatory time off in lieu of overtime pay not to exceed forty (40) hours.

Compensatory time off shall be as approved by the Chief of Police.

ARTICLE X

HOLIDAYS

Section 1. Designated Holidays.

All employees covered by the terms of this Agreement shall receive their regular compensation for holidays designated by this contract, or parts thereof, and on any other day or parts of a day proclaimed in writing by the Employer upon recommendation of the City Administrator. The following are designated and observed as paid holidays:

New Year's Eve Day
Good Friday
Independence Day
Thanksgiving Day
Christmas Eve Day

New Year's Day
Memorial Day
Labor Day
Friday after Thanksgiving
Christmas Day

The holiday pay period shall run from 12:00 midnight until the following 12:00 midnight and the day shall be the calendar day. In the event an employee's approved vacation leave day falls on a holiday, he/she shall receive eight (8) hours of pay at his/her straight time hourly rate for the holiday in addition to his/her vacation pay. Employees working on a holiday shall, in addition to their regular straight time rate, receive one and one-half (1 1/2) times their base hourly rate for all hours worked on the holiday.

Section 2. Personal Days.

In addition to the above named holidays, each regular full-time employee shall receive two (2) personal leave days to be used at his or her discretion and with prior approval of the Police Chief or his or her designate. Provided however, the employee shall not be required to obtain the Police Chief's approval for use of a personal day for emergency reasons. Personal days may not be accumulated or carried over from year to year.

ARTICLE XI

VACATIONS

Section 1. Amount of Vacation Leave.

Regular full-time employees who have completed one (1) full year of employment with the Employer since their last hiring date shall be entitled to a paid vacation as hereinafter set forth:

- (a) When an employee completes twelve (12) consecutive months of service with the Employer since his/her last hiring date, he/she shall thereafter be entitled to one (1) week of paid vacation [forty (40) hours of pay].
- (b) Employees who, as of the anniversary of their last hiring date, have completed two (2) but less than ten (10) years of continuous employment with the Employer shall be entitled to two (2) weeks of paid vacation [eighty (80) hours of pay].
- (c) Employees who, as of the anniversary of their last hiring date, have completed ten (10) but less than fifteen (15) years of continuous employment with the Employer shall be entitled to three (3) weeks of paid vacation [one hundred and twenty (120) hours of pay].
- (d) Employees who, as of the anniversary of their last hiring date, have completed fifteen (15) or more years of continuous employment with the Employer shall be entitled to four (4) weeks of paid vacation [one hundred and sixty (160) hours of pay].
- (e) Employees who, as of the anniversary of their last hiring date, have completed at least fifteen (15) years of continuous employment with the Employer shall be entitled to four (4) weeks of paid vacation [one hundred sixty (160) hours of pay]. Employees shall be entitled to one (1) additional day of paid vacation for each year of continuous service after fifteen (15)

years of continuous service to a maximum of five (5) weeks [two hundred (200) hours of pay].

Section 2. Vacation Paychecks.

Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make a written request therefor and it is submitted with the time records of the pay period preceding the beginning of the vacation.

- (a) The Employer shall determine the number of employees who can be excused for vacation at any one time.
- (b) No vacation and/or holiday leave time shall be cumulative from year to year and no vacation pay will be paid in lieu of vacation, except in cases of extraordinary circumstances.

Section 3. Vacation Pay Upon Separation.

If an employee, who is otherwise eligible for vacation with pay, retires, dies, quits or is discharged on or after the anniversary date upon which he/she qualifies for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he/she would have qualified for vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date. However, if an employee retires under the Pension Plan or dies prior to such anniversary date, he/she or in the later case the designated beneficiary shall receive a prorated share (as of date of retirement or death) of the vacation pay for which he/she would have qualified as of the following anniversary date.

Section 4. Vacation Requests.

Requests for vacation shall be submitted at least thirty (30) days prior to the posting of the monthly duty roster during which the vacation will be taken.

ARTICLE XII
PERSONNEL FILES

Section 1.

An employee shall have the right, upon written request, to receive copies of all materials placed in his/her personnel file, except privileged information such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished the employee at his/her expense.

ARTICLE XIII
SALARY RANGES

Section 1.

The job classifications and applicable rates of pay are set forth in Appendix A attached hereto and incorporated as a part of this Agreement by reference.

ARTICLE XIV
SEPARABILITY AND SAVINGS

Section 1. Entire Agreement.

No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union. It is further understood and agreed that this Collective Bargaining Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels any

other agreement, understandings and arrangements heretofore existing between the parties, including all rights, benefits and privileges existing by virtue of Public Act 78.

Section 2. Separability.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XV

UNIFORMS

Section 1. Allotment.

For the life of this Agreement, the Employer will continue its practice of providing clothing for uniformed officers, the standard issue shall be as follows:

Two (2) pairs of pants	Four (4) summer shirts
Four (4) winter shirts	Two (2) ties
One (1) hat	

In addition to the standard allotment of clothing, uniform officers may be issued on an "as needed" basis and at the discretion of the Police Chief the following:

One (1) hat	One (1) summer jacket
One (1) raincoat	One (1) rain hat
Three (3) pairs of pants	

Section 2. Cleaning and Safety Standards.

The Employer also agrees to continue its practice of underwriting cleaning of uniforms expense. In the event the Employer is aware that this privilege is being abused, the appropriate employee will be so advised by the Employer.

It is understood and agreed that all equipment to be used by officers is to be in safe working order. Each officer is obligated to advise his command officer, in writing, when any such equipment fails to meet such standards.

ARTICLE XVI
MISCELLANEOUS

Section 1. Life Insurance and False Arrest Insurance.

The Employer agrees to continue to pay the monthly premium for ten thousand dollars (\$10,000) of group life insurance coverage for those employees who physically qualify therefor under the Employer's present plan and to provide one hundred thousand dollars (\$100,000) false arrest insurance for each employee while on duty.

Section 2. Assignments.

It is understood and agreed that the assignment of employees within the bargaining unit to special positions shall be made by the Employer and that such assignments shall be made on the basis of qualifications and ability. The Employer reserves the right to reassign employees to these positions.

Section 3. Health Insurance.

The Employer agrees for the life of this Agreement to provide group health insurance benefits to the same extent as prevailed immediately prior to the execution of this Agreement with an insurance carrier authorized to do business in the State of Michigan.

Effective in April 1995 each employee shall contribute, through payroll deduction, one-half of any increase in premium which exceeds a ten percent (10%) increase in the premium from the previous year. Such employee contribution shall be adjusted annually in April of each year based on the increase that occurred in the previous December. As an example; the employee contribution beginning in April 1995 shall be based on the change in premium from December 1993 to December 1994 and subject to the above limitations.

Section 4. Pension.

The Employer shall provide the Michigan Municipal Employees Retirement System (MMERS) plan B-2, inclusive of the F55/15 waiver, for all regular employees covered by this Agreement. Employees shall make a contribution toward the cost of this plan in the amount of one-half (1/2) of the difference between the Employer's actual cost of providing the former pension plan (MMERS plan C inclusive of the F55/15 waiver) and the cost of the current plan. Provided however, employees contributions shall not exceed three percent (3%) of the employee's gross wage.

Upon an employee's retirement the Employer shall provide, for all employees covered by this agreement, health care and life insurance coverage as provided for elsewhere in this Agreement until that employee reaches age sixty-five (65).

The Employer shall pay premiums for this coverage as follows:

- a) Employees who, at the time of their retirement, are at least fifty-five (55) years of age but less than sixty-two (62) years of age and who have at least twenty (20) years of service with the Employer; fifty per cent (50%) of the premium, not to exceed seventy-five dollars (\$75.00) per month.

- b) Employees who, at the time of their retirement, are at least sixty-two (62) years of age but less than sixty-five (65) years of age and who have at least twenty (20) years of service with the Employer; one hundred per cent (100%) of the premium, not to exceed one hundred and fifty dollars (\$150.00) per month.

Section 5. Dental/Optical Insurance.

The Employer agrees to continue the present Dental and Optical program currently in effect and pay the full cost of premiums. Said program shall provide for benefit levels not less than other City employees.

Section 6. Employee Suggestions.

It is understood and agreed that employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the Police Department and to give their total support to new, reasonable practices and procedures implemented by the Employer.

Section 7. Reimbursement for Negligence.

It is understood and agreed that an employee may be required to reimburse all or part of damage or repair cost, up to two hundred and fifty dollars (\$250.00) either by monetary payment or by deducting accrued vacation time. Any reimbursement shall be conditional on the proven negligence of the employee involved, as determined by the City Police Committee, for the following offenses:

- (a) Accidents involving City-owned vehicles
- (b) Careless operation of City vehicles
- (c) Careless use or damage to City equipment, materials or property which may necessitate the repairing thereof, and;
- (d) Property damage, either public or private.

Section 8. Residency.

Upon signing of this Agreement, all employees covered by this Agreement shall be required to reside within the current boundaries of the East Jordan School District. Present employees who live outside the current boundaries of the East Jordan School District may continue to do so. New hires shall be given a reasonable period of time after completion of his/her probationary period to establish residency within the current boundaries of the East Jordan School District.

Section 9. Gender.

In this Agreement, words in the masculine gender shall include the feminine gender.

Section 10. Shift Assignment.

The hours of each shift shall be established by the Chief of Police. Shifts may include varied hours of work within the duty rotation. Employees shall select their shift on the basis of seniority.

Provided however, for purposes of orientation and training only, the Chief of Police may assign any newly hired officer who is subject to the terms of this Agreement to any established shift, irrespective of seniority, for a period of time not to exceed six (6) months from the new employee's date of hire into the bargaining unit. During the time a new employee has been assigned pursuant to the above, all remaining shifts shall remain subject to selection by seniority.

Section 11. Time Clocks.

The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time.

Section 12. Bulletin Board.

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 13. Rules and Regulations.

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement.

Section 14. Subcontracting.

The Employer shall have the right to subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The Employer agrees not to subcontract any work which would result in the direct layoff of current employees employed at the time of subcontracting.

Section 15. New Job Classifications.

If, during the life of this Agreement, a new job classification is created, the Employer shall establish a rate of pay and requirements therefor and shall notify the Union of its decision. In the event the Union disagrees with the rate of pay set for said new job classification, it may file a grievance starting at the THIRD STEP of the grievance procedure. If no grievance is filed within fifteen (15) days after notification, the rate of pay thus established shall become permanent.

Section 16. Pre-employment Requirements.

The Employer shall establish minimum pre-employment requirements after consulting with members of the bargaining unit which shall be applied to all personnel hired. New employees hired after the effective date hereof shall, as a condition of employment, execute an individual employment contract, which shall not be contrary to the terms and conditions specified in this Collective Bargaining Agreement.

Section 17. Layoff and Recall.

In the event the Employer deems it necessary to reduce the number of officers in the Department, the senior employees(s) who, in the judgement of the Chief of Police, is best qualified shall be retained and the least senior employee shall be laid off. The Chief of Police, in making his/her decision, shall take into account the employee's evaluation reports and such other official records of the Employer. The decision of the Chief shall not be arbitrary. In recalling employees from layoff, said employees shall be recalled in the inverse order of their layoff. Employees who have been laid off twelve (12) or more consecutive months shall no longer be considered employees of the City.

ARTICLE XVII

LONGEVITY

Section 1.

Employees, who are employed on April 1 of each year, shall receive a lump sum longevity payment to be paid on or before March 30 of each year. Longevity payments shall be as follows:

Upon completion of three (3) years service	\$ 175
Upon completion of five (5) years service	350
Upon completion of eight (8) year service	500
Upon completion of ten (10) years service	750
Upon completion of eleven (11) years service	800
Upon completion of twelve (12) years service	850
Upon completion of thirteen (13) years service	900
Upon completion of fourteen (14) years service	950
Upon completion of fifteen (15) years service	1,000

ARTICLE XVIII
STRIKES AND LOCKOUTS

Section 1. No Strike or Lockout.

The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period, there will be no lockouts.

Section 2. Penalty for Strike.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the Grievance Procedure.

ARTICLE XIX
UNION SECURITY

Section 1. Dues and Agency Fee.

Current employees and employees hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay a representation fee equivalent to the monthly Union dues uniformly required of Union members effective thirty-one (31) days after the effective date of this Agreement.

Section 2. Checkoff.

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer's payroll office, the Employer will deduct from their pay on the first pay period of each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together

with a list of names of employees from whose pay such deductions were made, to the Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Section.

ARTICLE XX

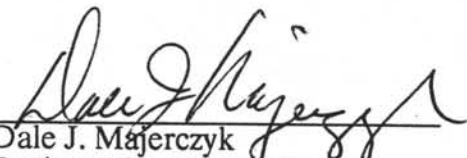
DURATION

This Agreement shall be effective as of April 1, 1995, and shall remain in full force and effect until 2400 hours on March 31, 1998, and from year to year thereafter, unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

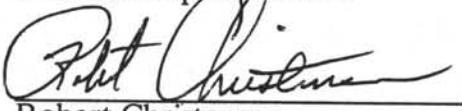
This Agreement is signed on behalf of the respective parties this 25th day of June, 1995, at East Jordan, Michigan.

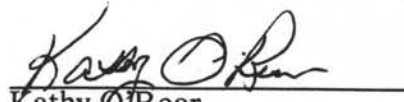
TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

CITY OF EAST JORDAN


Dale J. Majerczyk
Business Representative


Russell Peck
Mayor


Robert Christensen
Steward


Kathy O'Rear
City Clerk

Date: 7-6-95

Date: 6-27-95

APPENDIX "A"

	<u>Effective 4/1/95</u>	<u>Effective 4/1/96</u>	<u>Effective 4/1/97</u>
Completion Two (2) Years	27,075	28,158	29,285
Completion One (1) Year	26,264	27,135	28,407
Start	24,648	25,634	26,659

It is understood and agreed that the Employer shall have the right to designate any patrolman to act as senior patrolman in the absence of the Chief. During the period said officer is acting in the capacity of senior patrolman, he/she shall receive an additional fifteen cents (\$.15) per hour.

LETTER OF UNDERSTANDING

Between

City of East Jordan - Police Bargaining Unit

And

Teamsters State, County and Municipal Workers Local 214

RE: ACCRUAL AND USE OF VACATION

IT IS AGREED AND UNDERSTOOD between the parties that effective January 1, 1996 the accrual and allotment of vacation shall be based upon the calendar year. The parties agree that during 1995 transition to the calendar year basis shall be as follows:

Employee	Vacation Due 1995 Anniversary Date	Vacation Due January 1, 1996
Christensen	200 hours	112 hours <i>wrong.</i>
Timmons	160 hours	116 hours
Reece	80 hours	28 hours
Wilson	40 hours*	56 hours** <i>wrong</i>

* Effective anniversary date 1996

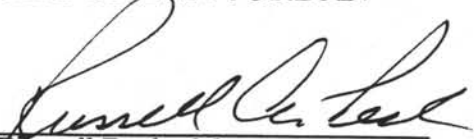
** Effective January 1, 1997


IT IS ALSO AGREED AND UNDERSTOOD that effective January 1 of each year thereafter employees shall be entitled to an amount of vacation based upon complete years of service (from date of hire), plus one (1) year, on January 1 and upon the schedule set forth in Section 1, Article XI of the Agreement. New hires shall receive a prorata amount of vacation the first January 1 following their date of hire but shall not be eligible to use this first allocation of vacation until they have completed one (1) full year of service with the Employer; and

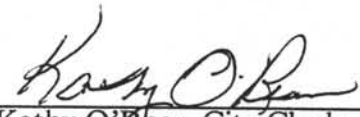
IT IS FINALLY AGREED AND UNDERSTOOD that this letter of understanding is limited in scope to the terms and conditions recited herein and all other terms and conditions of the collective bargaining agreement remain in effect and as written.

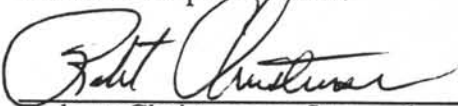
CITY OF EAST JORDAN

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214


Russell Peck, Mayor


Dale J. Majerczyk
Business Representative


Kathy O'Rear, City Clerk


Robert Christensen, Steward

Dated: 6-27-95

Dated: 7-6-95



CITY OF EAST JORDAN

201 MAIN STREET ■ P. O. BOX 499
EAST JORDAN, MICHIGAN 49727

CITY HALL
Phone (616) 536-3381
FAX
Phone (616) 536-3383

July 25, 1995

LETTER OF UNDERSTANDING

BETWEEN

CITY OF EAST JORDAN


AND


UNION MEMBERS OF THE CITY OF EAST JORDAN POLICE DEPARTMENT

The letter of understanding, regarding vacation days based on a calendar year (made part of the April 1, 1995 contract) does not properly reflect the agreement reached by the Union and City during the recent contract negotiation sessions. The letter's proration of vacation time is confusing and does not reflect the appropriate vacation schedules for the police officers.

Therefore, it is mutually understood that the following vacation schedule is the correct and official vacation schedule for the bargaining unit:

<u>Name</u>	<u>Vacation Due On Anniversary Date 1995:</u>	<u>Due 1-1-96</u>	<u>Due 1-1-97</u>	<u>Due 1-1-98</u>
Christensen	200 hours	200 hours	200 hours	200 hours
Timmons	160 hours	168 hours	176 hours	184 hours
Reece	27 hours	80 hours	80 hours	80 hours
Wilson	0	40 hours after 4-18-96	40 hours	80 hours


Robert Christensen, Steward


Jerry Alward, Police Chief

November 21, 1995

LETTER OF UNDERSTANDING

BETWEEN

CITY OF EAST JORDAN

AND

UNION MEMBERS OF THE CITY OF EAST JORDAN POLICE DEPARTMENT

The union contract, regarding longevity payments, Article XVII, Section 1. states:

Employees, who are employed on April 1 of each year, shall receive a lump sum longevity payment to be paid on or before March 30 of each year. Longevity payments shall be as follows:

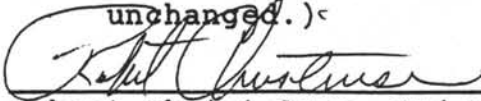
Upon completion of three (3) years service	\$175
Upon completion of five (5) years service	350
Upon completion of eight (8) year service	500
Upon completion of ten (10) years service	750
Upon completion of eleven (11) years service	800
Upon completion of twelve (12) years service	850
Upon completion of thirteen (13) years service	900
Upon completion of fourteen (14) years service	950
Upon completion of fifteen (15) years service	1,000

When the Police and D.P.W. Union contracts were negotiated they were to have the same dates in regards to the payment of longevity. The D.P.W. contract states:

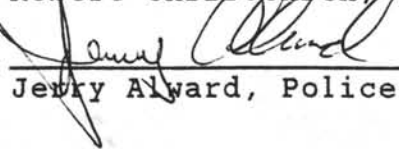
For all employees hired on or before April 1, 1993, longevity shall be paid, by separate check, with the first full pay period in December of each year in a lump sum and in the following amounts: etc.

Therefore, it is mutually understood that Article XVII, Section 1. shall read as follows:

Employees, who are employed on April 1 of each year, shall receive a lump sum longevity payment to be paid with the first full pay period in December of each year. Longevity payments shall be as follows: (Longevity payment schedule to remain unchanged.)


Robert Christensen, Union Steward

12-3-95
Date


Jerry Alward, Police Chief

12-3-95
Date

November 20, 1995

LETTER OF UNDERSTANDING

BETWEEN

CITY OF EAST JORDAN

AND

UNION MEMBERS OF THE CITY OF EAST JORDAN POLICE DEPARTMENT

The union contract, regarding vacation days, Section 2. (b) states:

No vacation and/or holiday leave time shall be cumulative from year to year and no vacation pay will be paid in lieu of vacation, except in cases of extraordinary circumstances.


This does not reflect that beginning in 1996 vacation will be figured on a calendar year not by the employee's anniversary. This means that all vacation for 1995 would have to be used by December 31, 1995, creating an untenable lack of personnel.

Therefore, given this extraordinary circumstance, and for 1995 vacation days only it is mutually understood that vacation days for the year of 1995, and 1995 only, may be carried over into 1996. In calendar years 1996, 1997 and 1998 all vacation days will have to be used by December 31st of each year as there will be no carry over of unused vacation days.



Robert Christensen, Union Steward

11-20-95
Date



Jerry Alward, Police Chief

11-20-95
Date