

6/30/95
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AGREEMENT
BETWEEN
CITY OF BRONSON
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1992 to June 30, 1995

Bronson, City of

CITY OF BRONSON
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ARTICLE I
MEMORANDUM OF AGREEMENT

1.1: This Agreement entered into by and between the City of Bronson (hereinafter referred to as the Employer) and the Police Officers Association of Michigan (hereinafter referred to as the Union). That the agreed to Contract shall become effective when ratified by the City of Bronson and the Union. The Agreement shall have an effective date commencing upon the date following the expiration of the prior agreement.

1.2: That the City of Bronson shall provide a copy of the Agreement to each member of the Association, plus extras. In that the City of Bronson is interested in having the Contract understood and followed by Management, the City of Bronson further agrees to furnish contracts to all Supervision and maintain a Contract behind the desk at all times. Union shall receive copies of all General and Specific orders.

ARTICLE II
PURPOSE AND INTENT

2.1: The intent of this Agreement is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of Employer, its citizens and its employees and the Union.

2.2: The parties hereto acknowledge the responsibility of Employer and its Police Department to provide for the safety, protection, and well being of all employees and the citizens of the City of Bronson and others who may be within the Bronson City limits. Both the Employer and the Union recognize that the primary obligation of the Police Department is to serve the citizens. Furthermore, they are convinced that effective law enforcement activities depend upon personnel who give good service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment, etc.

ARTICLE III
ADOPTION BY REFERENCE

3.1: The parties further agree that all provisions of the City of Bronson, Ordinance and Resolutions of the City of Bronson as of the date of this contract, relating to the working conditions and compensation of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of this Agreement.

ARTICLE IV
MAINTENANCE OF CONDITIONS

4.1: Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Employer will make no unilateral reduction in wages, hours, or change in conditions of employment as provided for in this Agreement during the term of said Agreement. No employee shall suffer a reduction in benefits provided herein.

4.2: If any provisions of this Agreement are in direct conflict with the rules and regulations of the department, the contract provisions herein shall be followed.

4.3: The Parties further agree that any action of the City of Bronson or Police Department by ordinance or otherwise, relative to the provisions of this Agreement, shall not alter the specific terms of the Agreement during the life of the Agreement unless such changes are negotiated and accepted by mutual agreement of the Parties.

ARTICLE V
RECOGNITION

5.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the bargaining unit as described herein: All Employees of Bronson Police Department below the rank of Chief for the purpose of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes the Chief of Police.

ARTICLE VI
AGENCY SHOP

6.1: All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or reentering the bargaining unit or pay service fee equal to dues paying member.

6.2: The Employer, upon receipt of a written notice from the Union, that an employee is no longer a dues paying member in good standing of the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that

he has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

ARTICLE VII
UNION SECURITY

7.1: The employer will not interfere with or discriminate in any way against an employee in the above bargaining unit by reason of his membership in the Union or activity required by this Agreement nor will the employer discourage membership in the Union or any other organization.

7.2: Employees and Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

7.3: Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement. The Association and the City consider themselves mutually responsible to improve the public service through creation of improved morale and efficiency.

7.4: The parties agree that there shall be no discriminatory treatment of any member for any reason.

7.5: All work that is normally and historically performed by the bargaining unit will continue to be performed by such members of the bargaining unit for the duration of the Contract.

7.6: When Union Officers are requested by the Chief or Deputy Chief to meet with them concerning Union business, outside of duty hours, those Union Officers shall be paid for the time involved at the time and one-half rate.

ARTICLE VIII
UNION RESPONSIBILITIES

8.1: The Union as a lawful Union composed of employees in the City of Bronson service having as its primary purpose the improvement of conditions of employment, and recognizing the crucial role as law enforcement in the preservation of the public health, safety, and welfare of a free society agrees: That all

service performed by Employees included in this Agreement are performed under State and Local Law for and in the public interest and are essential to the public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them either directly or indirectly to strike, or participate in any interruption to the work, or in any work slowdown or other interference with any of the services of the City of Bronson.

ARTICLE IX
AID TO OTHER UNIONS OR GROUPS OF EMPLOYEES

9.1: The employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any group or organization for the purpose of undermining the Union or otherwise.

ARTICLE X
PART-TIME - AUXILIARY - RESERVE OFFICERS

10.1: Casual part-time. Casual part-time employee shall be defined as an employee who works on a call-in basis or less than 20 hours per week and shall not be subject to any terms and conditions of this contract.

10.2: Duties/Assignments. The parties agree that it is not the intent of the City to replace full time officers by the use of casual part-time help.

Casual part-time help will be utilized according to the twenty (20) hour limitation set forth in section 10.1 for the purpose of filling in on vacations, open shifts, and long term disabilities. Long term disability for durations of more than two (2) weeks shall be the exception to the twenty (20) hour rule.

Open shifts shall be defined as those caused by the result of scheduling rather than by sickness or absence.

In the event a full time officer is called in to fill an open shift or a shift created by absence or sickness, then that shift shall consist of a minimum of eight (8) hours of work, or a period of hours mutually agreed upon.

10.3: Auxiliary and Reserve Officers. Auxiliary and reserve officers shall not perform the duties of full-time officers. They shall not be allowed to fill any overtime vacancy.

ARTICLE XI
DISCIPLINE/DISCHARGE PROCEDURE

11.1: Disciplinary action shall be for just cause only. The following procedure shall apply: The employer shall bring written charges against an employee within ninety (90) days of occurrence of the actions by the employee that gave rise to the charges, or within ninety (90) days of the date the City Superintendent learned of the occurrence. Failure to bring charges within this time period shall bar the employer from any disciplinary proceedings against the employee. Before any employee is brought in for an interview, the employee and the Union shall be served a list of allegations specifying times, dates, and the rules allegedly violated.

11.2: No employee shall be ordered as a condition of employment to make any verbal or written statement concerning any allegations that could result in disciplinary action or discharge.

11.3: Any employee shall have the right to have his Union representative present at any and all meetings that could result in disciplinary action or discharge.

11.4: If it is the determination of the City Superintendent to impose discipline and/or discharge, a written notice of the charges and all rules and regulations violated as well as the severity of the discipline to be imposed must be served to the Union and the employee in writing prior to any formal action being taken. No disciplinary action of any kind shall be imposed upon the employee while that action is under appeal.

11.5: If the employee and the Union feel that the discipline imposed is without just cause or, the penalty imposed is unreasonable, the Union may appeal the employer's action within seven (7) days of receipt of the Superintendent's written notice of discipline.

11.6: A meeting of the Bronson Police Committee shall be convened within seven (7) days of notice of appeal being filed with the City.

11.7: At this hearing both sides shall have the opportunity to present its evidence, to call witnesses, and to cross examine witnesses.

11.8: The decision of the Police Committee shall be in writing and issued within seven (7) days of the close of the hearing.

11.9: The Police Committee shall have the authority to affirm, overturn or decrease the penalty, but under no circumstances shall it have the authority to increase the penalty originally imposed.

11.10: If the Union is not satisfied with the decision of the Police Committee, the Union may then appeal to arbitration as in Step V of the Grievance Procedure. Notification of its intent to appeal to arbitration must be made within ten (10) days of receipt of the Police Commission's written decision. The decision of the arbitrator shall be final and binding on all parties.

11.11: The City shall make available to the Union upon request copies of any and all documents, statements along with the names of witnesses, and any and all evidence, facts, etc., that was at the disposal of the employer at the time the decision was made to impose disciplinary action.

11.12: Newly hired employees who are on the one (1) year probation period shall not have recourse to arbitration on any issue concerning disciplinary action and/or discharge.

ARTICLE XII
MANAGEMENT RIGHTS

12.1: The City retains the following rights:

- A. To direct the work force.
- B. The right to plan, direct and control operation and the use of all equipment and other property of the City.
- C. To hire, suspend, or discharge employees for just cause.
- D. To transfer employees within the Police Department.
- E. To relieve employees from duty for lack of funds.
- F. The right to study or introduce new or improved production methods or facilities.
- G. The right to establish and maintain reasonable rules and regulations governing the performance of the Police Department.

These rights are vested exclusively in the City provided, however, that the right shall be exercised with due regard for the

legal rights of the employees, and further provided that this right shall not be used in the manner which would constitute a violation of any other article of this Agreement.

12.2: Notification of Amendments. The City agrees to notify, except in cases of emergency, the Union of any amendments to the Department personnel policy and Department regulations in advance of their effective date.

12.3: Rules and Regulations. Rules of conduct and rules of regulation governing the operation of the Police Department, not inconsistent herewith and in effect as of the date of this Agreement, shall remain in force. There may be amendments, supplements, and additions to said rules and regulations during the term of this Agreement. Such rules shall be reasonable and shall relate to the performance of a police officer's duties and his conduct. All such rules and regulations shall be subject to the Grievance Procedure.

ARTICLE XIII
SAFETY CLAUSE

13.1: The employer shall have the sole responsibility to maintain all equipment in a safely operating condition when furnished by the employer for use by the member in the performance of his assigned duties.

13.2: If a vehicle should be determined by an officer to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by the motor pool supervisor or a certified mechanic, as fit for the road.

13.3: Each officer assigned patrol or transporting people shall be assigned a prep radio at all times.

13.4: A safety committee comprised of one (1) member appointed by Union and one (1) member from employer shall be established for the purpose of conducting regular monthly meetings in order to discuss, recommend and implement safety procedures as it relates to the equipment used by the members of this bargaining unit as supplied or should be supplied by the employer in accordance with the recommendations of said committee.

13.5: Patrolling between 7:00 p.m. and 7:00 a.m. Police officers working between 7:00 p.m. and 7:00 a.m. may use their discretion and work in two (2) man cars.

ARTICLE XIV
UNSAFE CONDITIONS

14.1: It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question.

ARTICLE XV
LAYOFF AND RECALL

15.1: If it is necessary to layoff personnel because of lack of funds, the following procedures shall be followed.

It is understood that the idea of last hired, first laid-off shall be followed:

- A. The Union and the employees to be laid-off shall receive written notice thirty (30) days prior to any layoff. Layoff and recall will be by classification and seniority.
- B. First to be laid-off shall be all part-time and temporary employees.
- C. Next, all probationary personnel will be laid-off.
- D. When it is necessary to layoff members of the bargaining unit, the member with the lowest seniority shall be laid-off first.
- E. The next lowest seniority person will be laid-off, followed by the next lowest seniority person, etc.

15.2: No one will be hired either part-time, temporary, or otherwise until those who have been laid-off have been brought back to work, except as provided for in Section 21.2.

15.3: Recall. Employees last laid-off shall be the first to be called back. Laid off employees will be recalled by classification and seniority.

15.4: Seniority shall be retained by any laid-off employee for a period of two (2) years or for a period of months equal to the months worked on the department being laid off or whichever is less.

ARTICLE XVI
EQUIPMENT

16.1: The employer shall provide to each "new" uniformed member of the department, at the expense of the employer, the following uniform and equipment.

16.2: It is further understood and agreed that if the employee requires additional equipment or supplies, it will be at the expense of the employer:

- (1) 1 Helmet (Complete)
- (2) 3 Uniform Trousers
- (3) 3 Long Sleeve Shirts
- (4) 3 Short Sleeve Shirts
- (5) 1 Tuffy Jacket - or hip length Winter Jacket
- (6) 1 Lightweight Jacket
- (7) 1 Raincoat
- (8) 1 Complete Set Black Plain Leather
- (9) 3 Ties and 1 Tie Bar
- (10) 1 Name Plate
- (11) 1 Belt
- (12) 1 Set Collar Brass
- (13) 2 Hats
- (14) Patches on shirts and jackets
- (15) 1 Bullet Proof Vest

Each member will receive, once yearly, up to Seventy-Five Dollars (\$75.00) for reimbursement for the purchase of one (1) pair of uniform footwear.

16.3: Articles of clothing or personal property damaged or destroyed during the course of a member's assigned performance of duty or in the performance of police duty as determined by the Chief shall be repaired or replaced at the expense of the employer.

16.4: It shall be the duty of the employer to make available to all employees on duty during any normal tour of duty any equipment which may be required such as helmets, night sticks, batteries, first aid kits, flares, raincoats, shotguns, rifles, gun racks for cars, ammunition, and necessary camera equipment. All employees shall be furnished the same caliber of on-duty guns, and furnished such rounds of ammunition as they may be required to carry when on duty. In addition, there will be provided fifty (50) rounds or more of wadcutters per month to each employee for training purposes, provided, however, that prior to the receipt of such ammunition, it shall be the obligation of the officer to turn in the spent brass from his previous supply of training ammunition.

16.5: New officers shall be given first fifty (50) rounds without having to turn in old brass.

ACTIVITY XVII
SENIORITY

17.1: Seniority of a new employee shall be commenced after the employee has completed his probation of one (1) year and shall be retroactive from the date of appointment as Police Officer. An employee shall forfeit his rights only for the following reasons:

- A. He resigns or is laid-off and is not returned within two (2) years, or a period of months equal to the months worked in the department, whichever is less.
- B. He is dismissed and is not reinstated within two (2) years.
- C. He is absent without leave for a period of three (3) consecutive days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report).
- D. He retires.
- E. He fails to return to work within five (5) days from the date of a certified mailing of recall notice.
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence.

17.2: Seniority list shall be furnished to the Union by the Employer and updated whenever needed.

17.3: Choice of time off shall be on a departmental seniority basis.

17.4: Seniority shall be determined by the employee's length of service in their classification while in the department. Time spent in the armed forces on military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included. For the purpose of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date from the original date of hire.

17.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently is reinstated to his position, his seniority shall be maintained from the original date of hire.

17.6: Seniority shall carry over from one classification to another.

ARTICLE XVIII
PROMOTIONS

18.1: The City does not plan on utilizing the classification of Sergeant and Dispatcher during the life of this agreement. Therefore promotions and their procedure are discontinued.

18.2: If the City reinstates the classifications of Sergeant and Dispatcher during the life of this agreement, a method of promotion will be negotiated with the Union.

ARTICLE XIX
WORK SCHEDULES

19.1: Work Week. Forty (40) hours shall constitute a regular work week for all officers.

19.2: Work Day or Shift. Eight (8) consecutive hours shall constitute a regular work day for all officers. Anything in excess, including a double back, will be declared overtime to be paid at the rate of time and one-half (1-1/2).

A. There shall be four (4) shifts:

First Shift - 7:00 a.m. - 3:00 p.m.
Second Shift - 3:00 p.m. - 11:00 p.m.
Third Shift - 11:00 p.m. - 7:00 a.m.
Swing Shift - covers all of the other
three (3) shifts.

19.3: Leave Days. Normally, leave days will be two (2) days together except at an employee's request. Each shift shall be scheduled one (1) weekend off in each twenty-eight (28) day period.

19.4: The work schedule shall be posted at least ten (10) days in advance of the start of a new schedule.

19.5: Rotation. Rotation shall mean the one (1) of three (3) multiple twenty-eight (28) day periods in a twelve (12) month

period, with the first rotation commencing in the first week in July.

- A. The first and second rotations shall be four (4) consecutive twenty-eight (28) day periods and the third rotation shall consist of five (5) twenty-eight (28) day periods.

19.6: Officers shall submit bids for their shift preference by seniority ten (10) days prior to the posting of the next shift rotation.

19.7: Leave requests for vacation and personal leave shall be made ten (10) days prior to the posting of the schedule. Requests made after the posting of the schedule will be approved at the sole discretion of the Employer.

19.8: The Employer may alter the posted schedule if staffing levels are altered due to: training, quits, retirements, or leaves of absence that exceed twenty-eight (28) days in duration.

19.9: When accrued leave time off is approved for officers scheduled to work a weekend, the Employer may change the shift hours for Saturday and Sunday to:

First shift - 11:00 a.m. to 7:00 p.m.
Second shift - 7:00 p.m. to 3:00 a.m.

for those remaining employees.

ARTICLE XX
POSITIONS - NEW OR CHANGED

20.1: Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job or as to whether such new or changed job should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure and a grievance may be filed directly to Arbitration.

20.2: In the event of a serious illness or accident, employer may hire temporary replacement upon notification of Union.

ARTICLE XXI
GRIEVANCE PROCEDURE

21.1: Grievances shall consist of disputes between a member of the Union or a group of members of the Union and the City of Bronson and/or its police department concerning the interpretation, application or alleged violation of provisions of this Agreement, Ordinance, Resolutions, Rules and Regulations, Department Orders, Special Orders, etc.

21.2: In the processing of grievances, either party shall make available to the other party information and data that will be used as evidence in the grievance proceedings.

21.3: Step I - Verbal. Any employee who feels he has a grievance shall, with a Steward of the Union, discuss it with his immediate supervisor (Chief of Police) in an effort to resolve it. If the matter is not resolved by such a discussion, the issue shall be reduced to writing and proceed to Step II within ten (10) days of the answer received in Step I.

21.4: Step II - Written. The grievance shall be reduced to writing outlining the complaint and the relief requested, it shall then be submitted to the Chief of Police within five (5) days of occurrence, or within five (5) days of the time that the employee should have reasonably been expected to be aware of said occurrence.

21.5: Step III - City Superintendent. If the grievance has not been satisfactorily resolved in Step II, the Union shall present the grievance to the Bronson City Superintendent within five (5) days from receiving the Chief's written answer in Step II.

21.6: Step IV. If the grievance has not been satisfactorily resolved in Step III, the Union shall forward the grievance to the Bronson Police Committee, within ten (10) days of receiving the Bronson Superintendent's answer in Step III. The Police Committee shall hold a meeting to discuss the grievance within seven (7) days of being served with the grievance. The Committee shall answer in writing within twelve (12) days of the close of the meeting.

21.7: Step V - Arbitration. If the Union feels that the grievance is not settled satisfactorily in Step IV, the Union may request arbitration by written notice to the American Arbitration Association, Michigan Employee's Relations Commission or Federal Mediation and Conciliation Service.

- A. The parties will be bound by the Rules and Procedures of the agency selected.

- B. The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his finds of facts, reasoning and conclusions on the issues submitted.
- C. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employer, Police Department, the Union and the Grievant.
- D. The costs for the arbitrator's services, including his expenses shall be borne by the losing party. The arbitrator shall designate in his award the losing party. Each party shall pay for its own expenses.

21.8: The arbitrator, when considering a contract grievance, shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and shall be without power and authority to make any decision: (a) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement; (b) granting any wage increases or decreases.

21.9: The arbitrator shall be without authority to require the employer to delegate, alienate, or relinquish any powers, duties or responsibilities, obligations or discretions which by State Law or State Constitution the employer cannot delegate, alienate or relinquish.

21.10: There shall be no reprisals of any kind by administrative or departmental personnel taken against the grievant, any party in interest, the Union, or the Association representative, or any member of the Grievance Committee, or any such participant in the procedure set forth herein by reason of such participation.

21.11: Time limits between the various steps may be made, and/or extended by mutual written agreement.

21.12: Time limits shall be calendar days.

21.13: If the City fails to answer a grievance within the time limits, the grievance shall automatically move on to the next step.

21.14: Meetings may be adjourned by mutual written agreement. In such cases, the time limits will begin when the date is set. In any case that a new date cannot be agreed to within a fifteen (15) day period, the grievance may be processed to the next step.

21.15: Miscellaneous Provisions. The Union may file a grievance whenever it feels there exists an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement, or existing order, regulation, resolution, etc.

21.16: Any grievance concerning health and safety is to begin at the Chief's level and in written form and shall be submitted by the Union.

ARTICLE XXII
MATERNITY LEAVE

22.1: Disability caused by, or contributed to, by pregnancy or recovery therefrom will be treated as a temporary non-work related medical disability under sick leave and other applicable provisions of this agreement.

ARTICLE XXIII
SICK LEAVE

23.1: The City shall provide to the employees a fully paid sickness/disability policy as identified in the Fidelity Mutual Group, Contract No. MG004985-0001. Said policy shall provide for twenty-six (26) weeks coverage for non-duty related sickness or injury. Said policy shall provide for sixty (60%) percent of an employees gross wages. Said policy shall cover first (1st) day of injury and the seventh (7th) day of illness.

23.2: Employees shall be allowed to accumulate one (1) day per month to a maximum of seven (7) days on the books at any given time. Employees who use sick days may accumulate back up to the maximum.

In cases of sickness, which fall under disability coverage, employees shall be able to use accumulated sick time for purposes of satisfying the eligibility period required by said coverage.

23.3: Employees with sick days on the books prior to the initiation of the disability coverage shall be allowed to maintain these days and use them during the course of their employment down to a minimum of five (5) days.

23.4: In the event an employee dies, in the line of duty, he or his beneficiaries or heirs shall receive compensation in the sum equivalent to one-half of his accumulated sick leave credits at his prevailing hourly rate.

23.5: Newly hired employees who fail to successfully complete the one (1) year probationary period and are subsequently discharged, shall not be paid for any sick time earned but not taken.

ARTICLE XXIV
FUNERAL LEAVE

24.1: If a death occurs among the members of the employee's immediate family as defined below, an employee shall be excused from work without loss of pay or time for three (3) full working days from the date of death, if the funeral is to take place within the radius of three hundred (300) miles of the employee's residence; and three (3) working days if the funeral is to take place outside a radius of three hundred (300) miles of the employee's residence. The officer may take two (2) additional days over three hundred (300) miles which will be deducted from his sick leave.

24.2: If death of spouse and/or children occurs, an additional two (2) days shall be allowed which may be deducted from his sick leave.

24.3: The immediate family shall be interpreted in this contract to include father, mother, son, daughter, stepchildren, sister, brother, father-in-law, mother-in-law, grandparents, or those who have stood loco parentis to the employee or his/her spouse.

24.4: One (1) work day, the day of the funeral, is allowed in the case of the death of all other relatives of the employee. This day is to be deducted from officer's sick leave.

24.5: An additional time may be allowed at the discretion of the Department if required.

ARTICLE XXV
PERSONAL LEAVE DAYS

25.1: Each employee shall be entitled to three (3) personal leave days each year. One of which shall be deducted from sick leave. Personal days may not be accrued from one year to another.

25.2: Personal leave days shall be requested in writing to Chief no less than ten (10) days prior to the posting of the work schedule. Request for personal leave shall not be unreasonably withheld by Chief, and in such event to be a proper subject of the grievance procedure. Shift coverage may be filled without the use of overtime pay. (This implies City can use casual part-time help to fill in for personal leave vacancies.)

ARTICLE XXVI
LEAVES OF ABSENCE

26.1: Leaves of absence, if mutually agreed to by the Union and the Employer, for reasonable periods not to exceed thirty (30) days, may be granted for good cause and may be extended for like cause. No leave of absence shall be granted to an employee with less than one (1) year of continuous employment under this Agreement.

26.2: Request for leave of absence shall be submitted in writing by the employee to the Chief and if possible at least thirty (30) days prior to commencement of such leave.

26.3: Authorization or denial of a request for leave of absence shall be delivered in writing to the employee within one (1) week after submittal.

26.4: During a leave of absence, the employee shall maintain and accrue seniority.

26.5: Leave of absence shall be granted for serious illness as above described; except under these conditions: the employer agrees to continue to pay Health Insurance premiums for the period of thirty (30) days providing all insurance carrier requirements are met and written confirmation of serious illness by the attending physician and/or City-County is available. All accumulated sick leave and vacation time must be exhausted before this provision can be implemented.

26.6: At the termination of a leave of absence, the employee will be, if possible, returned to work at the same or similar job held immediately prior to the leave. If such job is not available, the employee will be offered such job as may be available, for

which he/she is duly qualified. In the event no job is available, said leave will be extended until the employer has a position to offer for which the employee is qualified. Seniority provisions of this contract will be a part of the determination of job availability.

ARTICLE XXVII
CLEANING ALLOWANCE

27.1: The employer recognizes that the appearance of members of this Department is most important. It is mutually agreed that the City will continue to clean all uniforms, equipment and maintenance of same.

ARTICLE XXVIII
OVERTIME

28.1: Each employee required to work beyond his regular shift shall be paid overtime pay at one and one-half (1-1/2) times his normal pay.

28.2: A member's regularly scheduled off days shall not be changed for the purpose of avoiding the payment of overtime.

28.3: If unable to contact enough members scheduled off, the overtime shall be given to the most senior eligible member working as determined from the overtime roster.

28.4: All overtime shall be equally distributed to all members.

28.5: Overtime books are to be open to Union Representatives for inspection.

28.6: The City agrees to provide training opportunities to the officers. Officers who are sent for training in conjunction with their work day shall not charge overtime to the Employer for those training sessions that extend beyond an eight (8) hour work day, but instead shall be credited with straight time hourly wages for each hour worked.

ARTICLE XXIX
CALL BACK

29.1: Each employee called back from off duty shall receive call-in-pay in the minimum amount of three (3) hours at the rate of time-and-one-half (1-1/2) overtime pay.

ARTICLE XXX
COURT TIME

30.1: Any employee called back from off duty for a Court appearance, with Circuit Court or District Court, or for an appearance at the Secretary of State or any other proceedings, shall be paid at the rate of one and one-half (1-1/2) times his regular rate with a minimum of two (2) hours logged.

ARTICLE XXXI
HOLIDAYS

31.1: The following days shall be the designated holidays:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Years Eve Day
Employee's Birthday	

31.2: All holiday pay in excess of normal straight time will be paid in one lump sum in the 1st pay period of December for all holidays (10) during the prior calendar year. This holiday premium shall be equal to straight time wages (this means regular pay for hours worked, then in December each employee receives their second straight wage for eight (8) hours for each holiday during the previous calendar year that they were employed.) Scheduling of holiday work or overtime on a holiday shall be given to full-time officers first. In the event that the scheduled work cannot be filled by full-time employees, than regular part-time employees may be used.

31.3: Employees whose normal leave day falls on any of the designated holidays shall receive an extra day's pay for the holiday.

31.4: Employees who are scheduled to work a designated holiday but choose instead to take the day off may do so with no loss of pay or any accumulated time bank, subject to approval of the Chief.

31.5: Additional Holidays. For all days, other than the above in which the City Council declares a holiday, employees working shall be compensated at double time rates, i.e., two (2) times the employee's regular hourly rate of pay times the number of hours worked.

31.6: Sections 32.3 and 32.4 also apply to any additional holidays declared by the City Council in Section 32.5.

ARTICLE XXXII
VACATION

32.1: Each employee shall be entitled to the following vacation annually:

1 - 2 Years	5 Days
2 - 5 Years	10 Days
6 - 10 Years	16 Days
11 - 15 Years	18 Days
Over 15 Years	20 Days

32.2: An employee may only maintain a year's vacation time accrual except for the first year's vacation time which must be used by the end of the first full year of employment after an employee has successfully completed the one (1) year probationary period, otherwise vacation time shall be used within the anniversary year awarded. Employees will advance to the next increment level on their anniversary dates.

32.3: Newly hired employees who fail to successfully complete the one (1) year probationary period and are subsequently discharged shall not be paid for any vacation time that may have been earned but not taken.

ARTICLE XXXIII
PAYMENT FOR DUTY CONNECTED INJURY

33.1: In the event any employee is sick or injured in the performance of his duty as a City of Bronson employee, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability not to exceed one (1) year. Thereafter he shall receive Worker's Compensation for the length of his injury, if eligible, under the Worker's Compensation Statute.

33.2: All present benefits shall be maintained.

ARTICLE XXXIV
DEATH BENEFIT

34.1: In the event that an employee is killed in the line of duty, his designated beneficiaries shall receive, in addition to those paid in Section 24.2, vacation and holiday pay accrued.

34.2: Pension. The City shall pay the full costs for the employees retirement plan as specified in the Massachusetts Mutual

Plan, Account No. 034051. If the City requests proposals for retirement coverage, POAM shall be notified immediately.

ARTICLE XXXV
INSURANCE

35.1: Life. The City shall maintain the present level of life insurance coverage and pay full costs for employees as identified in the Fort Dearborn Life Insurance Company, Policy No. 28925/016. Said policy providing for \$10,000 life insurance, and \$10,000 AD/D with double indemnity. If during the term of this Agreement the City requests proposals for life insurance, POAM shall be invited to submit or to further solicit proposals. Prior to any change of carrier, the recommended proposal shall be submitted no less than 30 days prior to proposed effective date of change. Levels of benefits shall remain the same or become better.

35.2: Hospitalization: The City shall maintain present levels of hospitalization coverage and pay full costs for employees as identified in the Blue Cross and Blue Shield of Michigan policy, policy no. 28925/016. Said policy providing for such medical coverage and dental coverage of benefits on file with the POAM. If during the term of this contract the City requests proposals for hospitalization coverage, POAM shall be invited to submit or to further solicit proposals. Prior to any change of carrier, the recommended proposal shall be submitted to POAM for its review no less than 30 days prior to proposed effective date of change. Level of benefits shall remain the same or become better.

ARTICLE XXXVI
WAGE SCALE

36.1: The following base wage scale shall be paid to all current employees of the Police Department, based upon 2080 hours in a year.

Effective July 1, 1992:

	<u>Hourly</u>	<u>Annual Base Wage</u>
Start	\$ 8.40	\$17,472
1 Year	\$10.29	\$21,403
2 Years	\$11.41	\$23,733
3 Years	\$12.15	\$25,272

Effective July 1, 1993:

	<u>Hourly</u>	<u>Annual Base Wage</u>
Start	\$ 8.85	\$18,408
1 Year	\$10.74	\$22,339
2 Years	\$11.86	\$24,669
3 Years	\$12.60	\$26,208

Effective July 1, 1994:

	<u>Hourly</u>	<u>Annual Base Wage</u>
Start	\$ 9.30	\$19,344
1 Year	\$11.19	\$23,275
2 Years	\$12.31	\$25,604
3 Years	\$13.05	\$27,144

36.2: Employees who fall within any step scale category shall move up to the next step automatically on their anniversary date.

36.3: New hires while on probation may be paid at any salary level identified in Article XXXVII between "start" and "one year" steps.

36.4: Longevity. Longevity shall be paid in a lump sum annually to those employees who have completed the following years of service:

8 years = \$250.00
 12 years = \$500.00

Longevity payments shall be made in the first pay period in December for those employees who have longevity on or before July 1st.

ARTICLE XXXVII
WAIVER

37.1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the City of Bronson and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or in respect to any subject or matter not specifically referred to or

covered by this Agreement even though such subject on matter may not have been within the knowledge or contemplation of either or both of the parties at the time the negotiated or signed this Agreement.

ARTICLE XXXVIII
SEVERABILITY

38.1: In the event that any provision or provisions of this Agreement shall become illegal as a result of legislation or decision of a Court of competent jurisdiction, said provision or provisions shall be severed from the Agreement and become null and void; the illegality of said provision or provisions shall not affect the remainder of this Agreement which shall remain in full force and effect.

ARTICLE XXXIX
DEDUCTION OF DUES

39.1: During the period of time covered by the Agreement, the employer agrees to deduct from the pay of all employees all dues and initiation fees of the POAM, provided, however, that the Union presents to the employer authorizations signed by such employees, allowing such deductions and payments to the union. This may be done through the Steward of the Union.

39.2: Amount of initiation fee and dues will be certified to the City by the treasurer of the POAM.

39.3: Monthly agency fees and initiation agency fees will be deducted by the City along with a list showing from whom such deductions have been made and transmitted to the Treasurer of the Union, 28815 West Eight Mile, Suite 103, Livonia, Michigan 48152; as prescribed above for the deduction and transmission of Union dues and initiation fees. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, liability and any other actions arising out of compliance with Article III.

ARTICLE XL
INDEMNIFICATION

40.1: The City of Bronson assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement, and the Union shall indemnify and hold the City harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken

by the City for the purpose of complying with any of the provisions of this Agreement. The Union assumes full responsibility for the disposition of the funds deducted under check-off as soon as they have been remitted by the City to the Union.

ARTICLE XLI
TERM OF AGREEMENT

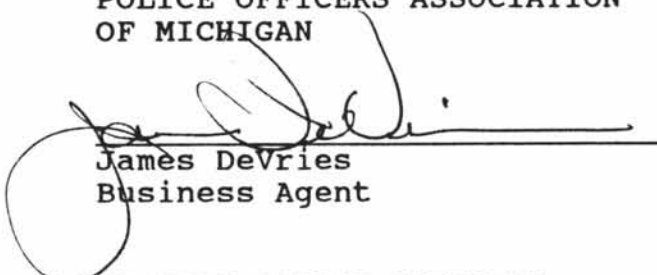
41.1: This agreement shall continue in full force and effect until June 30, 1995. It shall continue in effect for successive yearly periods after June 30, 1995, unless notice is given in writing by either party at least sixty (60) days prior to June 30, 1995, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

The parties agree that for the contract year of 1995, the Union will submit its demands to the City no later than April 15, 1995.

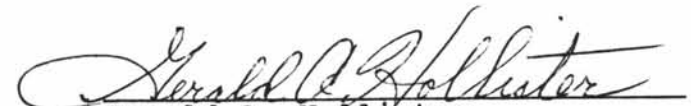
If such notice is given, this Agreement shall be open to modification, amendment or termination, as such notice may indicate, on June 30, 1995, or the subsequent anniversary date, as the case may be.

IN WITNESS WHEREOF, the parties here to have set their hands and seals this 6TH day of APRIL, 1992.

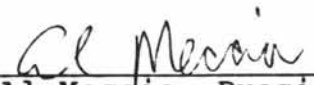
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


James DeVries
Business Agent

CITY OF BRONSON


Gerald A. Hollister
City Manager

BRONSON POLICE OFFICERS
ASSOCIATION


Al Meccia, President