

6/30/89

AGREEMENT

between

THE CITY OF CENTER LINE, MICHIGAN

and

PUBLIC SAFETY OFFICERS

Law Enforcement Federation
American Federation
of State, County
and Municipal Employees,

AFL-CIO

LOCAL #3075

CENTER LINE CHAPTER

July 1, 1986 - June 30, 1989

Center Line, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

THIS IS AN AGREEMENT entered into this 4th day of August, 1986, and effective July 1, 1986, by and between the CITY OF CENTER LINE, MICHIGAN, hereinafter referred to as the "Employer", and LAW ENFORCEMENT FEDERATION, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO and its Local Union No. 3075, hereinafter referred to as the "Union".

1. INTENT.

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

PURPOSE.

The general purpose of this Agreement is to stabilize relations between the Employer and employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 336 of P.A. of 1947, as amended), the Employer hereby recognizes the Union during the entire term of this Agreement as the sole and exclusive collective bargaining agent on behalf of all its employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization,

agency, committee or group in regard to wages, hours or other terms and conditions of employment in behalf of any of its employees coming within the meaning of this Agreement at any time during the terms of this Agreement, provided, that any individual employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided, that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is:

All regular Department of Public Safety employees, excluding clerical employees, the Director of Public Safety, Deputy Director of Public Safety, and non-sworn code enforcement personnel.

3. INTEGREATION OF PUBLIC SAFETY OFFICERS.

The Union hereby acknowledges that the Employer has, by Ordinance No. 257, created a Department of Public Safety which will combine the existing Police and Fire Departments under the supervision of a Director of Public Safety. This department will provide both police and fire protection services which will be performed by Public Safety Officers who will be the rank and file and command officers of the Police Department and those members of the Fire Department who chose to transfer to the Public Safety Department.

4. UNION SECURITY.

All present employees of the Employer covered by this Agreement who are members of the Union shall remain members of the Union in good standing for the duration of this Agreement.

5. UNION DUES.

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union dues and initiation fees (not including fines or assessments) for any employee submitting a signed payroll deduction authorization (in the form set forth in subparagraph 4[h] below) to the Employer and to pay over to the Union the total amount thus deducted for all such employees.

(c) When Deductions Begin. Check-off deductions under all properly executed "Authorization for Check-off Dues" forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom the Union has submitted signed "Authorization for Check-off Dues" forms but for whom no deductions have been made.

(e) Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place. Any employee may voluntarily cancel or revoke the "Authorization for Check-off" deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration of this Agreement.

(f) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this

Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

(g) List of Members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(h) Form of Authorization.

LAW ENFORCEMENT FEDERATION
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL _____

AUTHORIZATION FOR PAYROLL DEDUCTION

by _____ (name)

Classification _____

TO: City of Center Line, Michigan.

Effective _____, 19____, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees as certified by the Union. The amount deducted shall be paid to the Union. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer as set forth in the Agreement.

_____ (Name)

_____ (Address)

6. STEWARD AND ALTERNATE STEWARD.

(a) Employees shall be represented by a Chief Steward and two other Stewards who shall be regular employees and working in the department.

(b) The Union will immediately notify the Employer in writing of the names of its Chief Steward and Steward and any change of personnel in those positions.

(c) The Stewards, during their working hours, without loss of time or pay may, in accordance with the terms of this section, investigate and present grievances to the Employer upon having received permission from their Supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the department. The privilege of Stewards leaving their work during hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work at all times except as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

7. GRIEVANCES.

In the event of a dispute, difference or disagreement between the employees' Union and the Employer regarding the interpretation or application of this Agreement, the following procedure shall be utilized to adjust the matter.

(a) Step One. When an employee feels that he is aggrieved, he shall, within five (5) working days after the act or incident complained of, present his grievance orally to the Director. The Steward may be present at this step if so requested by the employee.

(b) Step Two. If the employee and the Director are unable to adjust the grievance, it shall be reduced to writing setting forth the facts necessary to an understanding of the issues involved signed by the employee or his representative and submitted by the Steward to the Director for resolution.

(c) Step Three. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Union's Chief Steward and Steward.

(d) Step Four. If not settled in Step Three, the grievance shall be referred to the City Council who will seek to adjust the grievance with the Union's staff representative, Chief Steward and Steward.

(e) Step Five. In the event the grievance shall not have been satisfactorily settled in the four preceding steps, either party within seven (7) working days after the date of the conclusion of Step Four above may, by letter to the American Arbitration Society, submit the matter to said Society for arbitration and earnest effort shall be made by both parties to expedite arbitration.

8. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

(a) The Employer will answer in writing any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed.

(b) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after, such answer shall be considered settled on the basis of the last and not subject to further review.

(c) A grievance may be withdrawn without prejudice and, if so withdrawn all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

9. VISITS BY UNION REPRESENTATIVES.

The business representative of the Union shall have reasonable access to the Employer's premises where Unit employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with an Employer's representative and that the visit does not interrupt the normal work of the department.

10. TRIAL BOARD.

All charges filed pursuant to Section 2-329 of the City of Center Line Code of Ordinances shall be handled exclusively in accordance with Sections 2-327 through 2-351 inclusive of said Ordinances except that said charge may be processed through Step Two of the grievance procedure without resort to the remaining steps of the grievance procedure of this Agreement.

11. DISCIPLINE AND DISCHARGE.

(a) Discipline. Disciplinary action or measures may include the following: Oral reprimand. Written reprimand.

(b) Discharge. Employee shall be discharged only for just cause. The Employer, wherever possible, shall give the steward notice prior to suspension. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

12. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Unit representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and

at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

13. COMPUTATION OF BACK WAGES.

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

14. SENIORITY.

(a) All new employees shall be regarded as probationary employees for the first twelve (12) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. Upon completion of the probationary period, the employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a departmental basis in accordance with the employee's last date of hire.

15. SENIORITY LISTS.

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

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Union representative with up to date copies at least every ninety (90) days.

16. LOSS OF SENIORITY.

An employee's seniority will continue until he (a) quits, (b) is discharged, (c) is absent without notice or excuse acceptable to the Employer for three (3) or more working days, (d) fails to report for work within seven (7) days after date of mailing written notification to return to work to the employee's last know address or upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer.

17. LAYOFF DEFINED.

(a) The word "Layoff" means a reduction in the working force.

(b) In all cases of layoff, the principle of straight seniority by department shall be observed and length of service shall govern.

(c) The Employer will, whenever possible, give at least seven (7) days noticed prior to layoff to the employees affected together with a list of names of said employees to the Union.

18. RECALL PROCEDURE.

When an increase in force is necessary, employees previously laid off will be recalled in the order of seniority. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with their immediate Supervisor.

19. TRANSFERS. TRANSFER OF EMPLOYEES.

If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have the accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

20. PROMOTIONS.

Promotions to positions in the Public Safety Department above the rank of Public Safety Officer shall be competitive and filled by promotions among persons holding positions in the next lower rank in the Department who have completed two (2) years in such rank and at least four (4) years in the Department, provided, however, if no person or persons have completed two (2) years in the next lower rank, examinations may be held among persons in such rank as to all intent and purpose as though two (2) years of service had been completed by such persons.

Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the persons promoted as shown by his previous service and experience. In the event of only one (1) person in the next lower rank, person or persons in the second lower rank may compete for the vacancy if such person

or persons have completed at least four (4) years in the Department.

21. VETERANS.

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

22. VETERANS LAW.

Except as herein before provided the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

23. SPECIAL LEAVE OF ABSENCE FOR VETERANS.

Employees who are in the Armed Forces Reserve or the National Guard shall use accrued vacation time if required to attend Summer training.

24. LEAVE OF ABSENCE.

If an employee desires a leave of absence:

(a) For less than seven (7) calendar days, the employee will make the request to the Director of Public Safety. Said request may be granted by the Director of Public Safety with confirmation by the City Manager. If the request is denied, it may be submitted to the Council.

(b) For more than seven (7) calendar days, the employee will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave of absence for a period of not more than thirty (3) calendar days may be granted an employee.

(c) City will grant leave of absence for Union activity for a period of one (1) year with extensions upon request.

25. SICK LEAVE.

Whenever an employee is unable to report to work due to illness, the necessary time off will be granted on request to the Director of Public Safety. Employees will be eligible to collect compensation for sick leave after six (6) months service. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workers' Compensation Benefits and/or the Retirement System established pursuant to Act 345 of Public Acts of 1945 relative to total and permanent disability provided for therein.

Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the employee.

26. JOB INCURRED INJURY.

A member of this Unit who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City, which bodily injury totally incapacitates such employee from performing any available City employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

(a) The employee must be eligible for and receive Workers' Compensation on account of such bodily injury.

(b) The total incapacity, as above set forth, must continue for the duration of the period of compensation.

(c) Any employee suffering an injury within the meaning and definition of the paragraph shall immediately submit to examination and treatment by physician selected by the Employer who shall

submit a report in writing relating to such injury with his Department Head on the day such injury occurs. If the employee is physically unable to do so because of the nature of such injury, then the physician's report in relation to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the Department Head shall be transmitted forthwith to the Office of the City Manager.

(d) The employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

(e) When an employee feels that he has been aggrieved, the question of eligibility may be submitted to the City Council who shall review, reconsider, alter or terminate compensation hereunder. The decision of the City Council as to eligibility of a City employee for disability compensation or termination of compensation under and in accordance with the provisions hereof shall be final.

(f) The employee so incapacitated shall be continued on the City payroll during the period of payments hereinafter set forth.

(g) Disability compensation shall be made to such City employee in the following manner and upon the following basis: The compensation received by such employee under the Workers' Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary for a period not to exceed six (6) months.

(h) Whenever an employee has a compensable injury under the Workers' Compensation Act, the employee is obligated to return to the City of Center Line that amount of money the City paid towards his wages during his length of injury while receiving Workers' Compensation Benefits.

(i) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 345 of the Public Acts of 1937 relative to total and permanent disability provided for therein.

27. FALSE ARREST INSURANCE.

The Employer shall provide protection against loss by reason of liability imposed by law upon the employee by reason of any false arrest, detention or imprisonment or malicious prosecution.

28. FUNERAL LEAVE.

The Employer will grant the necessary time off without regards to the relationship of the deceased to the employee upon request to the Department Head and approval of the City Manager.

29. LONGEVITY PAY.

The basis on longevity compensation is as follows:

(a) Eligibility of an employee shall initially commence when such employee shall have completed one (1) full year of continuous employment on or before October 31 of any year. Only those employees hired prior to July 1, 1978 are eligible to receive longevity pay. Employees hired subsequent to July 1, 1978 shall not be eligible to receive longevity pay.

(b) Continuous employment, for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the City Manager or Council, provided, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary

not exceeding Ten Thousand Dollars (\$10,000) paid to such employee on October 31, provided, such employee qualified as to length of service, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) full years employment is attained.

(d) The following schedule of payment shall apply:

<u>Step</u>	<u>Continuous years service on/or before October 31 of each year.</u>	<u>Percent (%) used but on base not in excess of \$10,000</u>
1	1 to 5	2%
2	5 to 10	4%
3	10 to 15	6%
4	15 to 20	8%
5	20 to 25	10%

The percentage shall not exceed ten percent (10%) nor apply to a salary in excess of Ten Thousand Dollars (\$10,000).

(e) Employees voluntarily leaving the employ of the Employer, retiring, dismissed for cause, or deceased prior to October 31 of any year, shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no pro-ration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time after a two (2) year period of employment will be included as continuous service time in the computation of future longevity payments, provided, the employee returns to the employ of the Employer within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered

a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City of Center Line.

(h) Payments to employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity will be from November 1 of each year through and including October 31 of the following year.

30. ABSENCE DURING DUTY DAYS.

It is recognized that occasionally a situation may arise wherein an employee may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal day. Upon permission from the Director of Public Safety for a reasonable cause, the employee may be granted the necessary time off.

31. SUPERVISORS.

In the event it is considered necessary by the Employer, any employee in the supervisory force may perform any work in any job classification covered by this Agreement when an employee is not displaced and loses no normal or overtime pay.

32. HOURS OF WORK.

(a) Regular hours. The regular hours of work each day shall be consecutive except that they will be interrupted by a lunch period.

(b) Work day. Eight (8) consecutive hours of work within a twenty-four (24) hour period beginning at midnight shall constitute the regular work day except during period of shift change or work requirements.

(c) Work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time. The practice of changing employees shifts on a monthly basis will continue.

(d) Work schedule. Work schedules showing the employees shifts, work days and hours shall be available one (1) month in advance and posted on the department bulletin boards.

(e) Call-in time. Whenever off-duty personnel are called into service, a minimum of two (2) hours compensation at the regular rate shall be paid as call-in time. The two (2) hour minimum allowance shall be considered compensation for the first two (2) hours extra work performed.

33. PREMIUM PAY.

Premium pay, at the rate of one and one-half times the regular rate, shall be paid for all time worked beyond regularly scheduled hours.

34. HOLIDAYS.

Employees shall receive their regular rate of pay for thirteen (13) holidays to be paid in one lump sum during the month of December of each year. In lieu of said payment, employees may elect to apply the entire thirteen (13) days or full amounts thereof toward their vacation benefits. Employees shall notify the City Manager in writing of their choice as set forth by no later than December 1 of the year said lump sum payment is due.

35. VACATIONS.

The First of July shall be used as the basis for computing vacation and shall accrue as follows:

1. Sixteen (16) days per year for the first five (5) years of employment.

2. Twenty (20) days per year after six (6) years of employment and continuing at that same rate until the employee's twelfth (12) anniversary of employment.

3. Twenty-five (25) days after twelve (12) years of employment.

Vacation days shall not be allowed to accumulate beyond thirty (30) days. Holidays applied towards vacation benefits shall be counted as applying against the aforesaid thirty (30) days accumulation.

36. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL INSURANCE.

1. Hospitalization and Medical Insurance. The Employer shall provide hospitalization insurance and surgical fee benefits for qualified employees and for their dependents to include MVF-1 with Master Medical and the Obstetrician (OB) and X-ray (JL) Riders along with the Prescription Drug Program and a two dollar (\$2.00) deductible provision as provided in the contract between the Employer and the Michigan Hospital Service (Blue Cross) and the Michigan Medical Service (Blue Shield) by assuming the monthly premiums for each eligible employee and his dependents.

2. Dental Insurance. The Employer will provide dental insurance protection for the employee and his family by assuming the monthly premiums for each eligible employee and his dependents.

If in its judgement the Employer considers it advisable in the interest of the employees, another type of local hospitalization, medical or dental plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union representative.

3. Optical Insurance. Effective July 1, 1986, the Employer shall provide and pay the premium for Plan A from the Co-Op Optical Plan, or its equivalent from another carrier, for each employee and eligible family members.

37. RETIREMENT.

1. Coverage. The Employer shall continue its present retirement system established pursuant to Act 345 of the Public Acts of 1937.

2. Final Average Compensation. Effective July 1, 1986, "Average final compensation" shall mean the average of the highest annual compensation received by a member during a period of three (3) years of service contained within the member's ten (10) years of service immediately preceding retirement or leaving service. If the member has less than three (3) years of service, then average final compensation shall mean the annual average compensation received by the member during his total years of service.

3. Annuity Withdrawal. A member retiring with a normal retirement allowance may, within the thirty (30) calendar days preceding retirement, elect to withdraw the portion of the members' contributions plus interest credited to the member's account in the reserve for employee contributions excluding contributions paid for purchase of military service credit. If an election to withdraw the member's contributions is made, the member's pension shall be reduced by the actuarial equivalent of the amount withdrawn. The computed reduction will be based on the mortality table used with other option elections as adopted by the board of trustees and the interest assumption published by the Pension Benefit Guaranty Corporation (PBGC) for immediate annuities. The PBGC interest assumption

for December shall be used for retirements effective during the following January through June. The PBGC interest assumption for June shall be used for retirements effective during the following June through December. This election may be made in conjunction with other option elections. The provisions of this agreement shall be effective for members retiring on or after July 1, 1986.

4. Early Retirement.

(a) Effective July 1, 1988, a member who has at least twenty (20) but less than twenty-five (25) years of service in the employ of the City as a member of the City of Center Line Act 345 Retirement System may retire from service upon written application to the board setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, the member desires to be retired. Upon early retirement from service as provided in this Agreement, a member shall receive an early retirement pension payable throughout the member's life of 2.5% of the member's average final compensation times the member's credited service up to twenty-five (25) years, reduced 2.5% for each year the member's service is less than 25 years. The provisions of Sec. 6 (1)(h) of Act 345, P.A. 1937 shall apply to a member who retires pursuant to this paragraph (1).

(b) The increase in cost attributable to the early retirement provision of paragraph (1) above shall be shared equally by the City and members. The increase in the contribution rates for this provision shall be determined annually as part of the regular annual actuarial valuation.

38. LIFE INSURANCE.

The Employer will provide life insurance in the face amount of Twenty Thousand Dollars (\$20,000) for qualified employees plus

Twenty Thousand Dollars (\$20,000) for accidental death by assuming the payment of the monthly premiums. Upon retirement from the City of Center Line, the employee will receive a Five Thousand Dollar (\$5,000) term life insurance policy and the Employer will assume the payment of the premium.

39. UNIFORM ALLOWANCE.

(a) The Employer will provide each employee joining the force after the effective date of this Agreement with an initial uniform allowance of up to Five Hundred Fifty Dollars (\$550.00).

(b) All other employees shall be given a uniform allowance of up to Five Hundred Fifty Dollars (\$550.00).

40. RATES OF PAY PER ANNUM.

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
<u>July 1, 1986 through June 30, 1987</u>						
Public Safety Officer	22,903	24,412	25,917	27,230	28,597	30,064
Public Safety Officer Sgt. I						32,319
Public Safety Officer Sgt. II						34,742
Public Safety Lieutenant						37,350
<u>July 1, 1987 through June 30, 1988</u>						
Public Safety Officer	23,590	25,144	26,694	28,047	29,455	30,966
Public Safety Officer Sgt. I						33,289
Public Safety Officer Sgt. II						35,784
Public Safety Lieutenant						38,470

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
<u>July 1, 1988 through June 30, 1989</u>						
Public Safety Officer	24,298	25,899	27,495	28,888	30,338	31,895
Public Safety Officer Sgt. I						34,288
Public Safety Officer Sgt. II						36,858
Public Safety Lieutenant						39,624

41. TEMPORARY APPOINTMENT.

When an employee is required to perform the duties of a higher rank, he/she shall be compensated at the rate of pay for that position. The compensation shall be paid regardless of reason for performance of duties in the higher rank. Said payment will be for all hours performed at the higher rank.

42. SHIFT DIFFERENTIAL.

Employees covered by this Agreement will receive Four Hundred Dollars (\$400.00) for shift differential payable in one lump sum on July first of each year.

43. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

44. UNION BULLETIN BOARD.

(a) The Employer will provide adequate space on the employees squad room bulletin board which may be used by the Union for posting notices of the following type: (1) recreational and social events; (2) Union elections; (3) results of Union elections; and (4) Union meetings.

(b) A copy of notices will be forwarded to the Employer upon request.

45. LOCKERS.

The Employer shall provide lockers of proper size to store personal equipment normally used in connection with the duty of individual employees.

46. EMPLOYER RIGHTS.

(a) The Union recognizes the Employer's right to manage its affairs and direct its work force.

(b) The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

(c) The City of Center Line, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City including, but without limiting the generality of the foregoing the right:

1. to manager its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

2. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

3. to subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities, provided application of this provision does not result in the layoff of any employee covered by this Agreement;

4. to determine the number, location and type of facilities and installations;

5. to determine the size of the work force and increase or decrease its size;

6. to hire, assign and lay off employees;

7. to direct the work force, assign work and determine the number of employees assigned to operations;

8. to establish work schedules;

9. to discipline and discharge employees for cause;

10. to adopt, revise and enforce working rules and carry out cost and general improvement program(s).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Center Line, the adoption of policies, rules regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this

Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

47. NO STRIKE.

Neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any stike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or part, the full, faithful and proper performance of an employee's duties) for any purpose whatsoever during the term of this Agreement.

48. PHYSICAL FITNESS.

All employees shall be required to submit to an annual physical. Those determined not physically fit to perform the duties and responsibilities of their position will be required to attain fitness or exercise appropriate leave.

49. TERMINATION.

This Agreement shall remain in full force and effect until midnight, June 30, 1989 and shall thereafter be continued in full force and effect from year to year after June 30, 1989 unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

The Employer 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 even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

CITY OF CENTER LINE

LAW ENFORCEMENT FEDERATION
AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO AND ITS LOCAL 3075

By Mary Ann Zielinski
MARY ANN ZIELINSKI
Its Mayor

By Robert C. Wines
ROBERT C. WINES
Its Business Representative

By Paul VandenBranden
PAUL VANDENBRANDEN
Its City Manager

By E. James Quirovet
E. JAMES QUIROVET
Its Chief Steward

By Ronald D. Reiterman
RONALD D. REITERMAN
Its Assistant City Manager