

10-1-81

CITY OF EAST TAWAS

AGREEMENT
BETWEEN
THE CITY OF EAST TAWAS
AND
FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN

EFFECTIVE DATE: October 1, 1980

EXPIRATION DATE: October 1, 1981

** Response 3/30/83 Police Department agreement has not changed since 1980-81 set-up.*

OFFICE OF CITY CLERK
120 W. WESTOVER
EAST TAWAS, MICHIGAN
48730

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This agreement entered into this 1st day of May, 1954, between the City of East Texas, Texas, hereinafter referred to as the employer, and the State Lodge of the Fraternal Order of Police, hereinafter referred to as the FOP, for the purpose of promoting harmonious relations between the employer and the FOP, the establishment of an equitable grievance procedure, for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

PREAMBLE

This agreement entered into by the City of East Texas, Texas, hereinafter referred to as the employer, and the State Lodge of the Fraternal Order of Police, hereinafter referred to as the FOP, for the purpose of promoting harmonious relations between the employer and the FOP, the establishment of an equitable grievance procedure, for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibility for applying the provisions of this agreement without discrimination as to age, sex, marital status, race, creed, national origin and political or FOP affiliation. The employer and the FOP encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

Section 1	Introduction	
Section 2	Definitions	
Section 3	Employment	
Section 4	Seniority	
Section 5	Hours of Work	
Section 6	Retirement	
Section 7	Worker's Comp	
Section 8	Salary and Wages	Page 1
Section 9	Clothing and Equipment	Page 2
Section 10	Court Time	Page 3
Section 11	Sick Leave	Pages 4 & 5
Section 12	Funeral Leave	Page 6
Section 13	Grievance Procedure	Pages 7 & 8
Section 14	Layoffs	Page 9
Section 15	Recalls	Page 10
Section 16	Two man cars	Page 11
Section 17	Savings Clause	Pages 12 & 13
Section 18	Retroactivity	Page 14
Section 19	Termination	Page 15
Section 20	FOP and City Rights	Page 16
Section 21	Signatures	Page 17

ASSOCIATION - EMPLOYERS' OBLIGATIONS

Section 1.1 - The Employer will not discriminate against any employee in the unit on the basis of his membership in the FOP or non-membership, nor will the employer discriminate on the basis of their collective bargaining status. The Employer will comply with the provisions of the National Labor Relations Act, 29 U.S.C. 157 and 158.

Section 1.2 - The employer will not discriminate against any employee in the unit on the basis of his membership in the FOP or non-membership, nor will the employer discriminate on the basis of their collective bargaining status. The Employer will comply with the provisions of the National Labor Relations Act, 29 U.S.C. 157 and 158.

Section 1.3 - As a condition of continued employment, all employees included in the bargaining unit, within a period of 30 days after the date of their employment within the unit, shall become members of the Lodge or pay a service fee. The service fee shall be for labor services as uniformly required by the Lodge. The provisions of this agreement. Employees shall be deemed to be in compliance with this section if they are not more than thirty (30) days in arrears in payment of membership dues or service fee. No other penalty is appropriate.

SENIORITY

Section 2.1 - New employees hired in the unit on a full-time basis shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by the accumulation of six (6) months of employment, he shall be entered on the seniority list and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

Section 2.2 - Seniority shall be on a unit-wide basis. In accordance with the employees last date of hire on a full-time basis. Part-time employment service will not accrue toward full-time employment seniority.

Section 2.3 - Seniority shall not be affected by race, color, creed, age, sex, marital status or dependents of the employee.

Section 2.4 - The seniority list of the date of this agreement shall show the rates, names and job titles of all employees of the unit entitled to seniority according to classification.

Section 2.5 - The Employer will keep the seniority list up-to-date and posted at all times and will provide the Local FOP with up to date copies upon their request.

WORK HOURS AND PREMIUM HOURS

Section 3.1 - Employees shall be compensated at a rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of eight (8) hours in any one day.

Section 3.2 - All hours, excluding Court time, worked in excess of those provided for in Section 3.1 above, shall be considered as overtime and shall be paid as such, provided however, that all such hours worked, to be compensable, shall first be approved by the Chief of Police. It is recognized by the parties that occasions shall arise wherein an employee, because of the circumstances, may not be able to secure prior approval for overtime in which case payment, therefore, shall require the approval of the Chief of Police. However, he shall not unreasonably refuse to approve such payment.

Section 3.3 - Overtime worked in excess of the limits stated above as a result of normal shift changes (Swing Shift) or as a result of authorized changes in days off, etc., shall be paid at the regular rate of pay.

Section 3.4 - There shall be a two (2) hour minimum on call back.

HOLIDAYS

Section 4.1 - Full-time employees shall be eligible for holidays with pay but not to exceed eight (8) holidays per calendar year.

Section 4.2 - Employees must work their scheduled day before and their scheduled day after a holiday, or be on authorized leave with pay on such days, in order to receive pay for the holiday.

Section 4.3 - If a holiday shall fall on a normal pass day, then the employee shall be given the next scheduled work day off as his holiday. If an employee is scheduled to work on a holiday and is given the day off because he is not needed, such day off shall be in addition to any regularly scheduled days off.

Section 4.4 - The following holidays shall be designated and observed as paid holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Easter	Employees Birthday

Section 4.5 - Employees who must work on a holiday because of the nature of their position will be paid at the rate of two and one-half (2½) times their regular hourly rate of pay for working that holiday.

VACATIONS

Section 5.1 - Employees must have over one year of seniority to be eligible for vacation time. The vacation schedule is as follows:

After one (1) year of service - 5 days

VACATIONS (CONTINUED)

Section 5.1 (Continued)

After two (2) years of service, an employee shall be granted one (1) additional day for each year of service up to a maximum of fifteen (15) days.

One week's vacation may be taken, at the employee's option, between the time school lets out for the summer and the time school reconvenes in the fall.

Section 5.2 - Personal Days - After one (1) year of service, employees will be granted two (2) personal leave days per year off, these days to be granted by the Chief of Police.

HEALTH AND WELFARE

Section 6.1 - The employer agrees to provide the present Blue Cross and Blue Shield MVF-1 with Master Medical and Hospital Family Insurance Plan with Prescription Drug Rider for all eligible seniority employees.

Section 6.2 - The employer agrees to provide a life insurance plan for all eligible seniority employees of at least \$10,000 with Double Indemnity and Disability.

Section 6.3 - The City agrees to continue to provide False Arrest Insurance at no less than the current level.

RETIREMENT

Section 7.1 - The employees shall be governed by the established pension plan for the City of East Tawas, at no cost to the employees.

Section 7.2 - Each employee shall be provided with a copy of the retirement plan.

Section 7.3 - Employees covered under Section 7.1 above have a vested interest in their pension at the rate of ten (10) per cent per year to full vesting after ten (10) years of service.

WORKER'S COMPENSATION

Section 8.1 - In the event an employee sustains an occupational injury, he will be governed by the applicable Worker's Compensation Laws.

Section 8.2 - The employer agrees to pay to the employee the difference between Worker's Compensation and their normal take-home pay.

SALARY AND WAGES

Section 9.1 - During the life of this agreement the following wage scale shall cover the members of this bargaining unit.

PROBATIONARY
EFFECTIVE 1-1-80

PROBATIONARY

\$13,365.00

CLOTHING AND EQUIPMENT

Section 10.1 - Uniforms, leather, helmets, nightsticks and other related equipment shall be furnished by the employer. Flashlights shall not be furnished. The employer shall furnish a handgun of the employer's choice for the employee's use.

Section 10.2 -

Upon termination of employment or layoff under any circumstances caused by either the employer or the employee, all furnished equipment shall be immediately returned to the employer and remain the property of the employer.

Section 10.3 - The employer agrees to pay a uniform cleaning and repair allotment of Three Hundred Dollars (\$300.00) per year to each employee covered by this agreement.

Section 10.4 - The employer shall maintain a minimum issue of clothing and equipment for each employee as follows:

3 winter shirts	3 summer shirts
3 pair of trousers	1 winter jacket
1 spring-fall jacket	1 set of leather

COURT TIME

Section 11.1 - Employees of the Bargaining Unit who may be subpoenaed to appear in court on matters arising from their employment, on their regular days off or on other authorized off-duty time will be paid for such appearances on the basis of one and one-half (1½) times their regular hourly rate at a minimum of two (2) hours for their set appearance. Any witness fees received by the employee are to be signed over to the City Treasurer for deposit in the general fund of the City.

SICK LEAVE

Section 12.1 - Employees may be granted twelve (12) days sick leave per year which can be accumulated to a total of forty-five (45) days under the following conditions:

- A. The employee shall notify the department of any disability or illness.
- B. Sick leave shall be considered a matter of grace and not of right in that the decision of the Department head shall control the granting of such sick day or days and he shall have the right to require proof of illness if there are any grounds for doubt of the employee's status.

SICK LEAVE (CONTINUED)

Section 12.1 (Continued)

- C. Employees who elect to have their accumulated sick leave amount paid upon termination of employment shall have been exhausted in writing by the Department Head.
- D. Upon termination of employment, the employee shall not be eligible for any accumulated sick time.
- E. When any employee exhausts his accumulated sick leave, he may receive sick days donated to him by other employees as long as the donating employee maintains a minimum accumulation of twelve (12) sick days.
- F. Upon retirement, an employee shall be paid one-half ($\frac{1}{2}$) of his accumulated sick leave.

FUNERAL LEAVE

Section 13.1 - An employee shall be allowed up to three (3) working days, as funeral leave days, not to be deducted from absent leave, for a death in the immediate family. Immediate family is defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-in-law, Father-in-law, Grandparents or a member of the employee's immediate household, for the express purposes of arrangements and attendance at funeral. Employees shall be allowed the time necessary to attend a funeral of a relative not to exceed one (1) day. Relative is defined as Aunt, Uncle, Grandson, Granddaughter, Niece, Nephew, Brother-in-law and Sister-in-law.

GRIEVANCE PROCEDURE

Section 14.1 - A grievance is defined as a disagreement arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement and/or the East Tawas Police Department.

Section 14.2 - Step I - A grievance must be submitted in writing to the Chief of Police or his designee within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) days of the date the employee(s) should reasonably become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered grievable under this agreement.

The grievance shall be submitted on forms provided by the FOP, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates and provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police or his designee shall sign and date a copy which shall be returned to the grievant and the Union Steward or his designee. A meeting shall be held if requested by either party.

The Chief of Police or his designee shall provide a written answer to the grievant and/or the Union Steward or his designee within ten (10)

GRIEVANCE PROCEDURE (CONTINUED)

Section 14.2 - Step I - (Continued)

Written Laws

If the grievant is not satisfied with the answer given by the City Council, the grievant may appeal the answer in writing to the next higher level of authority within five (5) working days after the answer is received. If the grievant does not appeal within five (5) working days, the grievance shall be considered as dropped by the FOP.

Section 14.2 - Step II - If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may appeal in writing to the City Council.

Within ten (10) working days of the receipt of the grievance, the City Council may hold a hearing with the Grievant and the FOP in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Union Steward or his designee and/or an FOP representative or a State FOP representative. Representation of the employer and the FOP shall not exceed two (2) each, not including the grievant. If the grievance affects more than one (1) employee, the Lodge shall designate one employee as representative of the group.

Within ten (10) working days after receipt of the grievance or within seven (7) working days following the conclusion of the hearing, the City Council or its designee shall provide the grievant and the Union Steward or his designee, a written disposition of the grievance:

Any grievance not appealed within five (5) working days after such answer shall be considered dropped by the FOP.

Section 14.4 - Step III - In the event of an unsatisfactory decision, the FOP may submit the grievance to arbitration within five (5) working days following the conclusion of the Step II answer. Written notice to the employer shall constitute a request for arbitration.

The employer and the FOP shall meet within seven (7) working days after notice of the arbitration has been given, for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel of Arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) working days. If there is no selection from the list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.

The rules of the AAA shall apply to all arbitration hearings. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs. The decision of the Arbitrator shall be final and

GRIEVANCE PROCEDURE (CONTINUED)

Section 14.4 - Step III - (Continued)

binding on all parties, and judgement therein may be entered in any court of competent jurisdiction.

Fees and authorized expenses for the Arbitrator shall be shared equally by the employer and the FOP.

The Arbitrator shall have no authority to add to or subtract from, alter, change or modify any of the provisions of this agreement.

The Arbitrator shall not substitute his/her judgement for that of the employer where the employer's judgement and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The Arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

LAYOFF PROCEDURE

Section 15.1 - The word "layoff" means a reduction of the work force.

Section 15.2 - If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a group basis. Seniority employees will be laid off according to seniority.

Section 15.3 - Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notice of layoff. The Union Steward shall receive a list of the employees being laid off on the same date that the notices are issued to the employees.

RECALL PROCEDURE

Section 16.1 - When the work force is increased after layoff, employees will be recalled according to seniority.

Section 16.2 - Notice of recall shall be sent to the employee at his last known address by registered or certified mail, advising the employee of the date and time he/she is to report for work. Said notice shall provide a seven (7) day notice.

Section 16.3 - If an employee fails to report for work as provided in the recall notice, he shall be considered as quit.

TWO MAN CARS

Section 17.1 - The employer shall schedule two (2) man cars between 8:00 PM and 4:00 AM. Whenever possible, adjustments in shifts shall be made to maintain two (2) man cars between 8:00 PM and 4:00 AM.

SAVINGS CLAUSE

Section 18.1 - If any Section of this agreement, or any addendums thereto, should be held invalid by operation of the law or by

SAVINGS CLAUSE (CONTINUED)

Section 18.1 (Continued)

tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal, the remainder of this agreement and addendums shall not be affected thereby and the parties shall enter into immediate Collective Bargaining Negotiation for the purpose of arriving at a mutually satisfactory replacement for such Section.

RETROACTIVITY

Section 19.1 - In all respects and conditions of this agreement, until both parties have agreed to and properly signed such agreement, no Section of this agreement shall be in effect except Section 9.1 (Salary and Wages). Wages shall be retroactive to October 1, 1980 in the event that this agreement has not yet been signed on that date.

TERMINATION

Section 20.1 - This agreement shall be effective on the First day of October, 1980 and shall remain in full force and effective until the First day of October, 1981. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This agreement shall remain in full force and effective during the period of negotiations and until mutually terminated by the parties.

FOP AND CITY OF EAST TAWAS RIGHTS

Section 21.1 - The employees and the FOP as sole and exclusive bargaining representatives of the employees shall have the rights granted to them by Act 379 of the Public Acts of 1965, as amended from time to time, and by other Michigan Statutes now or hereinafter enacted, except as expressly limited by this agreement.

Section 21.2 - The City of East Tawas hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon or vested in it by the laws and the Constitutions of the State of Michigan and the United States and by action of the City Council except as expressly limited by the terms of this agreement. Specifically, the City retains the inherent right to:

- A. Manage and operate the Police Department and its business
- B. Maintain order and efficiency in its' operations
- C. To hire, layoff, assign, transfer and promote employees
- D. To discipline, including suspensions from work and discharge of employees for just cause
- E. To exercise control of all properties.
- F. To install, modify or change methods of operation and work schedules, consistent with this agreement.
- G. To make reasonable rules and regulations pertaining to employees, consistent with this agreement.
- H. To exercise all rights and privileges of the City which are not modified or abridged by this agreement.

MICHIGAN STATE UNIVERSITY

THE LIBRARY • LABOR AND INDUSTRIAL RELATIONS SECTION

EAST LANSING • MICHIGAN • 48824-1048

October 3, 1985

Office of the City Clerk
120 West Westover Street
East Tawas, Michigan 48730

Dear Madam/Sir:

The library of the School of Labor and Industrial Relations is the state repository for public sector labor agreements. We have your contracts with the association(s) or union(s) listed below and would very much appreciate the current contract or status of the agreement. The expiration date of our agreement follows the contract. We would also like additional contracts you may have with any other groups.

Please check yes or no to indicate whether or not the list (below) of associations with which you have contracts is complete.

() yes (x) no (please send copy/copies)

City of East Tawas and Fraternal Order of Police, State Lodge of Michigan (10/1/81)

Our Police Department no longer associated with the F.O.P. Presently operating without a Contract on conditions similar to the former Agreement except for a clothing maintenance allowance of \$400.00 per year, half of which is paid each six months.

Clyde L. Soper
Clyde L. Soper, City Clerk

We have over 1,200 current contracts and are attempting to enlarge our collection to make it even more useful for practitioners and scholars.

Thank you for sending us those contracts already received and thank you for any you may send in the future.

Please use the following address:

Annie M. Pitts
The Library
Michigan State University
East Lansing, Michigan 48824

Sincerely yours

Annie M. Pitts

Annie M. Pitts
Librarian

East Tawas, City of