

12/31/86

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Agreement Between

The

City of
MANISTIQUE



And

Fraternal Order of Police

State Lodge of Michigan
Labor Council

January 1, 1985

to

December 31, 1986

Manistique, City of

A G R E E M E N T

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A G R E E M E N T

THIS AGREEMENT, made and entered into on this first day of January, 1985, by and between the City of Manistique, State of Michigan, or its representatives, hereinafter referred to as the EMPLOYER, and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the UNION.

ARTICLE I. PURPOSE AND INTENT

SECTION 1. The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER and the UNION.

SECTION 2. The parties recognize that the interests of the community and the job security of the members of the UNION depend upon the EMPLOYER'S success in establishing proper services to the community.

SECTION 3. It is recognized by both parties that the best interests of the City of Manistique are of paramount concern, and that any labor disputes between the UNION and the EMPLOYER be resolved in an orderly manner, without interruption of public services as provided under the provisions of this agreement.

SECTION 4. To these ends, the EMPLOYER and the UNION encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2. RECOGNITION

SECTION 1. The EMPLOYER hereby recognizes that the UNION is the sole and exclusive representative and bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this agreement for all members of the bargaining unit of the Manistique Department of Public safety, excluding the Director and Assistant Director and Lieutenant.

SECTION 2. This agreement shall be applied uniformly to all eligible members of the bargaining unit, and there shall be no discrimination with respect to the terms or conditions of employment.

ARTICLE 3. AID TO OTHER UNIONS

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

ARTICLE 4. UNION RIGHTS

Requirement of Union Membership

SECTION 1. (a) Employees covered by this agreement at the time it becomes effective and who are members of the UNION at that time shall be required, as a condition of continued employment, to continue membership in the UNION or pay a service fee to the UNION equal to dues uniformly charged for membership for the duration of this agreement.

(b) Employees covered by this agreement who are not members of the UNION at the time it becomes effective shall be required as a condition of continued employment, to become members of the UNION or pay a service fee equal to dues required for membership, commencing ninety (90) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment, to become members of the UNION or pay a service fee to the UNION equal to dues required for membership for the duration of this agreement, commencing the ninetieth (90th) day following the beginning of their employment in the unit.

(d) The City of Manistique and the Bargaining Unit of the Public Safety Department do hereby agree that part-time dispatchers will not be included within the UNION and are not incorporated under this agreement. Any changes made in the scheduling of personnel within the Public Safety Department by incorporating part-time dispatchers or cadets will not lower the existing manpower within the Department, excluding non-union personnel.

Dues Checkoff

SECTION 2. (a) The EMPLOYER agrees to deduct from the wages of any employee who is a member of the UNION or paying a UNION service fee, UNION membership dues or service fee equivalents uniformly required, if any, as provided in a written authorization in accordance with for form herein provided. The written authorization form shall be executed by the employee and shall remain in full force and effect during the period of this agreement, and may be revoked only by written notice given during the thirty (30) day period immediately prior to the expiration of this agreement. Notice of termination must be given by the employee to the EMPLOYER and the UNION.

(b) Dues and service fee equivalents will be authorized, levied and certified in accordance with the Constitution and BY-laws of the UNION. Each employee and the UNION hereby authorize the EMPLOYER to rely upon and honor certifications by the secretary-treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting actions specifying such amounts of dues or service equivalents.

(c) The EMPLOYER shall provide this service without charge to the UNION. The UNION agrees to indemnify and save harmless the EMPLOYER from any and all deductions made pursuant to the terms and provisions of this agreement.

(d) See attached authorization form.

(e) Any dispute arising as to an employee's membership in the UNION shall be reviewed by a designated representative of the EMPLOYER and a representative of the UNION, and if not resolved, may be decided by reference to the Michigan Employment Relations Commission.

ARTICLE 5. MANAGEMENT RIGHTS

SECTION 1. The UNION recognizes and agrees that the EMPLOYER is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan and of the United States, which it must assume and discharge and which may not be delegated. Further, all rights which ordinarily vest in and are exercised by the EMPLOYER, except such as are specifically relinquished herein, are served to and remain vested in the EMPLOYER.

SECTION 2. It is agreed that other rights and responsibilities of the EMPLOYER, except as specifically relinquished herein, including those delegated to the Public Safety Department, are hereby recognized: (1) Including but not limited to, the right to manage its affairs efficiently and economically. (2) To select and direct work forces, including the right to hire, right to suspend or discharge (or otherwise for just cause), assign, promote, transfer, and to determine the amount of overtime to be worked. (3) To establish reasonable work rules, and determine schedules. (4) To establish methods, processes and procedures for work performance, and to make work assignments in emergency situations. (5) The right to control its properties, equipment and materials, and (6) The right to purchase the services of others.

SECTION 3. The parties to this agreement mutually recognize the services performed by the employees covered by this agreement are essential to the public health, safety and welfare. The UNION therefore agrees that until the termination of this agreement there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The UNION further agrees that there shall be no strikes, sit-downs, stay-in, stoppage of work or any acts that interfere in any manner or to any degree with the services of the employer, as long as this agreement is in force.

ARTICLE 6. CHAIRMAN AND STEWARD

The UNION may have one chairman and one steward. The chairman or steward, during their working hours, without loss of time or pay, may investigate and present grievances to the EMPLOYER. The chairman shall act in the capacity of steward in the steward's absence. Such investigation shall not interfere with the purpose and operation of the EMPLOYER. In the event the EMPLOYER deems that the investigation and use of grievance investigations are needlessly interfering with the operation of the Department, the EMPLOYER may call a conference with the UNION and such activities shall be subject to grievance.

ARTICLE 7. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the UNION and the EMPLOYER upon request of either party. Such meetings shall be between one (1) or more representatives of the parties. Arrangements for such special conferences shall be made at least twenty-four (24) hours in advance, and an agenda of the matters to be taken up at the meeting shall be presented by the moving party, at the time the conference is requested. (Matters taken up in special conference 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.

ARTICLE 8. NEGOTIATIONS

All negotiations between the parties shall be conducted by no more than the City Manager and the members of the City Council and no more than three (3) members of the Union Negotiating Committee; provided that representatives for either party or both parties may be present at and participate in any negotiations.

ARTICLE 9. DISCIPLINE AND DISCHARGE

SECTION 1. The right to discharge, suspend, inactivate or discipline employees shall remain in the sole discretion of the EMPLOYER, except that no discharge or discipline shall be made without just cause. Discharge, suspension, or discipline must be by proper written notice to the employee and the UNION, and the EMPLOYER shall cite specific charges against the employee.

SECTION 2. The discharged or disciplined employee will be allowed to discuss his discharge or suspension, or discipline with his representatives, and the EMPLOYER will make available an area where he may do so before he is required to leave the property of the City. Upon request, the EMPLOYER or its designated representative will discuss the discharge, suspension or discipline with the employee and the steward of the bargaining unit.

SECTION 3. Should the discharged, suspended or disciplined employee and the UNION consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the UNION to the EMPLOYER.

SECTION 4. In imposing any discipline on a current charge, the EMPLOYER will not take into account any prior infractions which occurred more than twelve (12) months previously, nor impose discipline on an employee for errors or mistakes on his employment application unless such errors or mistakes give rise to a presumption of deliberate fraud upon the EMPLOYER by the employee.

SECTION 5. Suspension: In the event an employee is suspended, he shall be taken off the payroll, and retain his equipment unless ordered to turn in his equipment. Suspension shall be used by the Department only for discipline or awaiting criminal trial. In the event an employee is exonerated of the charges supporting the suspension, he shall be reinstated and compensated for all back wages and benefits lost due to the suspension. A suspension shall not last more than thirty (30) calendar days, unless the criminal trial or proceedings have not concluded, in which case the suspension shall not last longer than the conclusion of such criminal trial or proceedings. Unless the employee is awaiting court action, a weekly report will be given to the employee by the prosecutor on the progress of his trial.

SECTION 6. Inactivation: Inactivation means that an employee may be taken off active duty up to thirty (30) calendar days. Inactivation may be used by the Department as a period of investigation. During this period, the employee will remain on the payroll, and will retain all his departmental equipment with the exception of his revolver if it is needed in the investigation, in which case it will be replaced with another revolver until the investigation is completed. In no way such inactivation be construed as punishment by the EMPLOYER. In the event inactivation lasts longer than two (2) weeks, the director shall indicate the status of the investigation weekly to the employee.

ARTICLE 10. GRIEVANCE

STEP 1. A grievance shall be defined as a dispute between the EMPLOYER and any employee within the bargaining unit or the UNION, with regard to the interpretation of any of the terms and provisions of this agreement. If an employee feels he has a grievance under the agreement and wishes to enter it into the grievance procedure, he may discuss it with the director within thirty (30) calendar days after knowledge of its occurrence or after the employee should have known of the occurrence of the circumstances or conditions giving rise to the grievance. The director shall have five (5) calendar days to respond to the grievance.

STEP 2. If the grievance is not resolved to the satisfaction of the employee or UNION, he or a representative of the UNION must, within five (5) calendar days, reduce the grievance to writing and present it to the Director of Public Safety. The written grievance shall specify the nature of the grievance, the date or dates on which the grievable act or omission was alleged to have been committed, and contain specific reference to the portion or portions of the agreement claimed to have been violated. The Director of Public Safety shall respond to the grievance within five (5) calendar days.

STEP 3. If the grievance is not resolved to the satisfaction of the employee or the UNION, the employee or union representative shall, within (5) calendar days, present the grievance in writing to the City Manager. The City Manager shall have ten (10) calendar days to reply to the grievance in writing.

STEP 4. If the answer of the City Manager is not satisfactory to the employee or the union representative, the employee or the union representative shall, within ten (10) calendar days, file for arbitration. Filing for arbitration shall consist of serving notice upon the City Manager of a demand for arbitration, and thereafter the arbitration process shall be as follows:

Each party to this agreement shall select one (1) member of the Board of Arbitration within fifteen (15) days after notice of arbitration is served upon the City Manager. The third member of the Board of Arbitration shall be selected by the first two members; or the UNION and the EMPLOYER may agree to have the arbitration matter referred to one arbitrator, selected jointly. In the event a Board of Arbitration is utilized, and the two selected arbitrators cannot select a third member of the Board, then the third member shall be appointed by the Michigan Employment Relations Commission. Each party shall bear the expense of its representative on the Board of Arbitration, and the expense of arbitration of the third arbitrator and all other expenses shall be equally divided between the UNION and the City. If one arbitrator is utilized, the expenses of arbitration shall be borne equally by the parties.

There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of a majority of the arbitrators, or if a sole arbitrator, the decision of the arbitrator, shall be final and binding, and the arbitrator shall prepare a written decision within sixty (60) days, and the arbitrator or arbitrators shall cause a copy of the written decision to be served upon the City Manager and the union representative.

The Board of Arbitration or arbitrator shall have no power to add to, or subtract from, or modify or amend any of the terms of this agreement.

SECTION 2. Failure of the UNION to proceed with the grievance to the next following step within the allotted time limit shall be deemed acceptance of the determination made by the EMPLOYER on the grievance.

SECTION 3. Failure of the EMPLOYER to respond to a grievance within the allotted time limit shall be deemed to be acceptance by the EMPLOYER.

SECTION 4. At any particular step in the grievance procedure, on mutual agreement of the parties involved at such step, the time limits of that step may be extended.

SECTION 5. Witnesses who are regular employees of the EMPLOYER shall be relieved of their duties and shall appear and testify at any step of the grievance procedure when their presence and testimony is requested by either party. Time spent by such witnesses in meeting the terms of this provision shall be considered as time worked.

ARTICLE 11. LAYOFFS

SECTION 1. A member may be laid off when there is lack of work or funds. In the event it becomes necessary to lay off employees covered under this agreement, such employees shall be laid off in inverse order of their seniority and recall shall be made in the order of their seniority. Any employee covered under this agreement holding the rank of Sergeant or above, rather than accepting lay-off, may upon request, be reduced to a lower rank, and his seniority in said lower rank shall be computed on the basis of time served in such lower rank plus time served in the higher rank. Upon recall, said employees having voluntarily accepted a reduction in rank shall be restored to their former rank at such time as the employer recalls employees of said higher rank.

SECTION 2. Employees to be laid off for an indefinite period of time will have had at least fourteen (14) calendar days notice of lay-off. The union chairman shall receive or be mailed a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

SECTION 3. In the event of a lay-off, the following procedures will be followed:

(a) Probationary, seasonal, Cadets and Part-time employees in the Public Safety Department will be laid off prior to sworn officers.

SECTION 4. Benefits to employees laid off shall be as provided in Articles 36 and 37, but seniority of a laid off employee shall be indefinite.

ARTICLE 12. TELEPHONE NUMBERS

All employees shall be required to give their home telephone numbers to the supervisor in charge. Such telephone numbers and information shall be held in confidence and not given to members of the general public or to any City employee without good cause, with the exception that each such number may be given members of the UNION and recognized representatives of the lodge.

ARTICLE 13. SAFETY COMMITTEE

A safety committee of the UNION and the City of Manistique is hereby established. This committee will include the chairman and steward of the UNION and two (2) representatives of the EMPLOYER, and shall meet as needed for the purpose of making recommendations to the EMPLOYER.

ARTICLE 14. CLAIMS

The City of Manistique shall pay for repair or replacement of any damaged or destroyed personal property of an employee, insofar as such property is not covered by any employee's or other insurance, and insofar as such damage or loss was incurred while the employee was acting in the course of his employment and in the line of duty.

ARTICLE 15. UNIFORMS

SECTION 1. The City shall provide all uniforms, leather and brass as deemed necessary. Employees shall be responsible for the negligent use or loss of uniforms, leather and brass. A replacement credit of Four Hundred Fifty Dollars (\$450.00) per year shall be given to each uniformed officer for the replacement of such uniforms, leather and brass. A carry over of Two Hundred Dollars (\$200.00) may be allowed each officer per year.

SECTION 2. A cleaning allowance of Three Hundred Fifty Dollars (\$350.00) for 1985 and Four Hundred Dollars (\$400.00) for 1986, shall be given to all uniformed officers for the purpose of cleaning uniforms.

SECTION 3. Payment of cleaning allowance will be made the first pay period of July.

ARTICLE 16. NORMAL WORK DAY

SECTION 1. The regular shift shall consist of eight (8) hours per day; except the City may adopt a shift of ten (10) hours with four (4) shifts per week.

SECTION 2. All employees shall have a regular schedule of forty (40) hours per week; except all desk personnel may work fifty-six (56) hour weeks or all desk personnel may work a forty (40) hour week. If all desk personnel are changed to a forty (40) hour week, both the City and the UNION must agree before changing back to a fifty-six (56) hour week.

SECTION 3. Public Safety employees shall be notified at least seventy-two (72) hours prior to any change in his regular day off sequence, shift, or assignment.

SECTION 4. Within the scheduled shift, meals and other work breaks (coffee breaks, etc.) shall be taken at those times which will provide minimal interference with regular performance of the employees' duties. Any employee in a meal period or other break shall immediately return to the performance of his duties upon receipt of any departmental request for his service, without any undue delay. Time spent on meals and other work breaks shall be considered as time worked, and all employees shall be compensated accordingly.

ARTICLE 17. SHIFT PREMIUM

Employees working on the second and third shifts shall receive, in addition to their regular pay, a shift premium of Twenty Cents (.20) per hour for all hours worked on the second and third shifts, as additional compensation for such hours worked. This provision shall not be deemed to apply to the extension of any regular, non-included shift, in the event of an extension of the normal work day to ten (10) hours per day as hereinbefore provided in Article 16.

ARTICLE 18. OVERTIME CALL BACK, COURT TIME

SECTION 1. Overtime: Employees will be paid time and one-half for overtime worked in excess of eight (8) hours per day, or eighty (80) hours per pay period, except that overtime shall be based upon a schedule of four (4) work days consisting of ten (10) hours per day, measured as a forty (40) hour week and eighty (80) hours per pay period, in the event the ten (10) hour day is adopted by the City Manager as provided in Article 16. In case of overtime, premium pay will be paid in increments of one-half (1/2) hour. If an employee works overtime of thirty (30) minutes or less, he shall be paid at the overtime rate of one-half (1/2) hour; and if the employee works overtime in excess of thirty (30) minutes up to a maximum of sixty (60) minutes, he shall be paid overtime for one full hour.

SECTION 2. Sunday Double-time; Overtime worked on a Sunday will be paid at a double-time rate.

SECTION 3. Call Back Time: Whenever an employee is called back to work for any reason, he shall be paid for a minimum of three (3) hours at the straight time rate.

SECTION 4. Court Time: Time spent in any legal proceeding by any employee will be considered as time worked where such time spent in such legal proceedings is the result of, or arises from the performance of an employee's duties as a Public Safety Officer. Where such time spent in any legal proceeding occurs at a time other than during regular working hours, such time spent in that legal proceeding shall be considered as overtime when actual overtime hours spent in any legal proceeding is less than one (1) hour, compensation shall be equivalent to three (3) hours at the straight time rate.

SECTION 5. Standby Time: An employee may be required to remain on call at home or other reasonable accessible location in cases of possible emergency. When requested to remain on standby, the rates, are at time and one-half, if required to do so in excess of one (1) hour, until notified of termination of standby status by a supervisor.

SECTION 6. Active Police Patrol: Only members of the Union Bargaining Unit shall be allowed to work on active police patrol during the hours of 3:00 o'clock P.M. to 7:00 o'clock A.M. unless, and only in the event such officer(s) could not be obtained after a bonafide attempt to do so; in which case, supervisory personnel shall be authorized to work such hours.

ARTICLE 19. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications within the department. Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be called first, and so on down the list in an attempt to equalize the overtime hours insofar as practicable. For purposes of this clause, time not worked because the employee did not choose to work will be charged against the average number of overtime hours of the employee's worked during the callout period.

Overtime pay for desk personnel shall be calculated on the basis of a forty (40) hour week, for purposes of determining the applicable overtime rate.

ARTICLE 20. PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications.

ARTICLE 21. TRANSFER OF EMPLOYEES

SECTION 1. If an employee is transferred to a position not included in the bargaining unit, the seniority of such employee shall be frozen as of the date of transfer. In the event the employee does not satisfactorily complete the probationary period in the new position, as determined by the employer, or in the event the position to which the employee is transferred is eliminated by the employer, the employee shall be entitled to return to a position within the bargaining unit. If the employee returns to the bargaining unit prior to completing the probationary period, he shall be deemed to have continued to earn seniority credits while in the new position. If the employee returns to the bargaining unit subsequent to completing the probationary period as a result of the elimination of the position, or at his own request his seniority shall be deemed to have been frozen at the time of his transfer to the new position and he shall not receive credit for the probationary period. In cases of transfer under this subsection, the probationary period shall be eighteen (18) months from date of transfer.

SECTION 2. In the event of a vacancy in the rank of Lieutenant, the position shall be filled from within the bargaining unit. Newly created positions shall be first offered to current bargaining unit employees on the basis of seniority and qualifications. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the Public Safety Building at least seven (7) calendar days prior to filling such vacancy or newly created position.

SECTION 3. The EMPLOYER agrees that in any movement of work covered above in Sections 1 and 2, the EMPLOYER will discuss the movement with the UNION in order to provide for the protection of the seniority of the employees involved.

SECTION 4. Employees hired on a TEMPORARY basis six (6) months or less, shall not assume a position in the unit, higher than the lowest classification in existence at the time within the Department of Public Safety.

ARTICLE 22. SALARY SCHEDULE

SECTION 1. Effective January 1, 1985, the following rates shall apply:

| | BASE | +FIRE | +EMT | PER HOUR |
|----------|-----------|-----------|-----------|----------|
| Sergeant | 18,548.11 | 19,493.41 | 19,808.41 | 9.52 |

| | BASE | +1 YEAR | +2 YEARS | +3YEARS | PER HOUR |
|--------------------------|-----------|-----------|-----------|-----------|----------|
| Public Safety Officer | 17,473.72 | | | | 8.40 |
| +Fire | 18,103.72 | 18,354.69 | 18,629.67 | 18,892.34 | 9.08 |
| +EMT | 18,418.72 | 18,669.69 | 18,944.67 | 19,207.34 | 9.23 |

Effective January 1, 1986 the following rates shall apply:

| | | | | | |
|--------------------------|-----------|-----------|-----------|-----------|-------|
| Sergeant | 19,475.83 | 20,468.08 | 20,798.83 | | 10.00 |
| Public Safety Officer | 18,347.40 | | | | 8.82 |
| +Fire | 19,008.90 | 19,272.42 | 19,561.15 | 19,836.95 | 9.54 |
| +EMT | 19,339.65 | 19,603.17 | 19,891.90 | 20,167.70 | 9.70 |

SECTION 2. BASE - Shall be for all officers hired after January 1, 1982.

+Fire - Shall require the Public Safety Director or his designate's approval that the officer can satisfactorily operate all fire fighting equipment.

+EMT - Shall require the current State of Michigan certificate as a licensed Emergency Medical Technician.

SECTION 3. All Public Safety Officers hired must obtain their +Fire rating by the end of their first year of employment. The Director may grant up to two (2) one (1) year extensions to complete this training at his discretion.

SECTION 4. An officer hired under the provisions of this agreement may receive an additional Three Hundred Dollars (\$300.00) to his base pay if he has a current State certificate as a licensed EMT, even though he is not approved for +Fire.

SECTION 5. Included in this Article is a mandatory three (3) hours of cross-training per month at the discretion of the Public Safety Director, unless arrangements are made in advance with the Public Safety Director for make-up training.

SECTION 5. The City shall provide Public Safety Officers licensed as EMTs the reasonable opportunity to attend courses and activities that give credits towards the required numbers of hours necessary to maintain the EMT license.

SECTION 6. Failure of the City to provide reasonable opportunity to obtain the required credit hours to those officers currently licensed as EMTs will not cause those officers salary to be reduced to Fire because of loss of license.

SECTION 7. Those officers who fail to take credit hours offered and/or fail to pass courses required and lose their State EMT license will be reduced to the Fire level when their EMT license expires.

ARTICLE 23. LONGEVITY PAY

SECTION 1. Longevity pay shall be paid to each employee annually on May 31 of each year in accordance with the following schedule:

| | |
|-----------------------------|--------|
| 1 to 5 years service..... | 1% |
| 6 to 11 years service..... | 1 1/2% |
| 12 to 17 years service..... | 2 1/2% |
| 18 to 23 years service..... | 3 1/2% |
| 24 years and over..... | 4% |

SECTION 2. Employees leaving employment prior to May 31 of any year will receive pro-rated longevity pay.

ARTICLE 24. PROBATIONARY PERIOD

SECTION 1. When a new employee is hired, he shall be considered a probationary employee for a period of ninety (90) days after his date of hire. The UNION may represent him only for rates of pay, wages, number of hours of employment and grievances, and the City shall have sole discretion as to the retaining or dismissing of a probationary employee.

SECTION 2. An employee is presumed to have terminated his probationary period and obtained full-time status at the end of the ninety (90) day period after date of hire, unless the director, in writing, notifies the employee and the chairman of the UNION that the probationary period has been extended; he then may be placed on one (1) additional ninety (90) day probationary period.

ARTICLE 25. SENIORITY LIST

SECTION 1. Seniority shall not be affected by the race, job performance, marital status, or dependents of the employee.

SECTION 2. The employer will keep the seniority list up to date at all times and will provide the UNION with up-to-date copies once a year or when reasonably requested by the UNION.

ARTICLE 26. LOSS OF SENIORITY

An employee shall lose his or her seniority if:

- (a) He quits or resigns.
- (b) He is discharged or terminated.
- (c) He retires.

ARTICLE 27. NATIONAL GUARD, ARMED FORCES RESERVE

SECTION 1. Employees in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the department when they are on full-time active duty in the National Guard or Reserve, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

SECTION 2. Employees will not be discriminated against for their monthly attendance of Reserve or National Guard meetings.

ARTICLE 28. HOLIDAY PROVISIONS

SECTION 1. The paid holidays are as follows:

| | |
|----------------|-------------------------------|
| New Year's Eve | Christmas Eve |
| New Year's Day | Christmas Day |
| Fourth of July | Employee's Birthday |
| Thanksgiving | Good Friday |
| Memorial Day | Washington's Birthday |
| Labor Day | Martin Luther King Day (N.H.) |

and will be celebrated on the "red date" listed on the calendar.

SECTION 2. All employees will be paid their current hourly rate based on an eight (8) hour day for said holiday. If an employee is scheduled to work on a holiday, or is called into work, he shall receive double time for all hours worked on that holiday, plus holiday pay.

SECTION 3. Payment will be made to the employees on the last pay period in November.

ARTICLE 29. VACATIONS

SECTION 1. An employee will earn vacation with pay in accordance with the following schedule:

| | |
|--|-----------------|
| After one (1) year of service..... | One (1) week |
| After two (2) years of service..... | Two (2) weeks |
| After six (6) years of service..... | Three (3) weeks |
| After ten (10) years of service..... | Four (4) weeks |
| After fifteen (15) years of service..... | Five (5) weeks. |

SECTION 2. Vacations will be granted at such times during the year as are suitable, considering both with wishes of the employees and the efficient operation of the department.

SECTION 3. Vacations may be split into one (1) or more weeks, providing such scheduling does not drastically interfere with the operation of the department.

SECTION 4. If an employee becomes ill and is under the care of a duly licensed physician during his vacation; his vacation will be re-scheduled. In the event his incapacity continued through the year, he will be awarded payment in lieu of vacation.

SECTION 5. If a regular payday falls during an employee's vacation, he will receive that check before going on vacation. If so requested, a two (2) week notice must be given to the City Clerk.

SECTION 6. Whenever a holiday falls during an employee's vacation, that employee will receive an additional day or days.

SECTION 7. Should an employee be called into work during a vacation, in case of an emergency, he will be paid at the double time rate for the hours worked.

SECTION 8. If an employee is laid off, or retires, he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

ARTICLE 30. PERSONAL DAYS

SECTION 1. Employees will be given three (3) days of personal annual leave. Two (2) days with pay, and the third (3rd) without pay.

SECTION 2. Employees may use this personal annual leave as the employee deems necessary.

SECTION 3. Employee will give EMPLOYER two (2) days notice before taking such leave, unless in the case of an emergency.

ARTICLE 31. FUNERAL LEAVE

SECTION 1. All employees shall be granted a maximum of three (3) working days funeral leave, which will not be deducted from accumulated sick leave, for the express purpose of attending a funeral and for performing such other services and duties in connection therewith as are proper and necessary for the following:

| | | |
|---------------|-----------------|----------------------|
| Son-in-law | Daughter-in-law | Brother-in-law |
| Sister-in-law | Grandparents | Step-parents |
| Brother | Sister | Parents |
| Spouse | Daughter | Son |
| Mother-in-law | Father-in-law | Spouses Grandparents |

Upon request, one (1) additional leave day shall be granted to an employee for the purpose of performing services and duties in connection with the death of a spouse, son, daughter, father, father-in-law, mother, mother-in-law, brother or sister.

SECTION 2. The EMPLOYER'S office shall be notified by the employee desiring funeral leave not later than 7:30 A.M. on the day of such leave, and the proper leave forms must be filled out and filed in the EMPLOYER'S office not later than three (3) days after return to work.

SECTION 3. Severe penalties will be incurred by any employee who falsifies a funeral leave report, and if such practice were to become prevalent, it could result in the revocation of the funeral leave benefits of this agreement.

ARTICLE 32. SICK LEAVE

SECTION 1. The employees shall be given one (1) day per month of employment as sick leave.

SECTION 2. Such sick leave will accumulate, if not used within the year, to a maximum of one hundred ten (110) days. Upon eligibility to retire or death, the employee will be paid for one half (1/2) of his unused accumulated sick leave. This is to be paid to either the employee or his estate.

SECTION 3. Any unused sick leave days which employees have accumulated prior to this agreement shall be credited to the employee's account.

SECTION 4. If the employees get sick while on duty, after having worked four (4) hours or patrol or twelve (12) hours of desk, whichever applies, he shall have one-half (1/2) day sick leave deducted from his accumulated sick leave.

SECTION 5. All claims for paid sick leave extending beyond two (2) days must be supported by the signature of the employee's physician on a form provided by the City, and must be presented to the Manager's office not later than three (3) days after the employee returns to work.

SECTION 6. Sick leave will be granted eligible employees in cases necessitating absence from work for the purpose of transporting wife or members of immediate family regularly domiciled in the employee's household, to a clinic or hospital or when employee's presence is required and a doctor's certification of urgency is furnished in either case. At the discretion of appropriate supervisors other exceptions may be granted.

SECTION 7. No Public Safety Officer shall use sick leave for the purposes of attending social functions, or abuse the primary use of sick leave earned. Any officer found guilty of abusing this benefit shall be subject to suspension by the director.

SECTION 8. All Public Safety Officers calling in sick for a temporary illness such as a headache, or toothache should make every effort to complete shift if condition improves so that he could complete at least half of his shift.

SECTION 9. After accumulating one hundred ten (110) days, an employee will be paid, on the second pay period in the following year, at their current hourly rate, for up to six (6) days sick leave if not used during the previous year.

ARTICLE 33. LEAVES OF ABSENCE

SECTION 1. Leaves of absence for periods not to exceed six (6) months will be granted, in writing, without pay or loss of seniority for:

- A. Serving in any elected or public appointed position.
- B. Maternity leave.....six (6) months.
- C. Illness (Physical or Mental).
- D. Prolonged illness in immediate family.
- E. Education.

SECTION 2. Such leave may be extended for like cause, upon approval of the director.

SECTION 3. Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the classification of work they held at the time the leave of absence was granted for the first six (6) months of leave only.

SECTION 4. Members of the UNION elected to attend a function of the Michigan Fraternal Order of Police, such as conventions or educational conferences, shall be allowed time off not to exceed five (5) days per year for the bargaining unit without loss of time or pay to attend such conferences or conventions; provided, however, no more than one (1) member of the bargaining unit may be absent by reason of attending such convention or conference at any one time without special, written permission from the City Manager.

ARTICLE 34. TWO MAN CARS

SECTION 1. During the hours of darkness and/or the hours between 8:00 P.M. and 4:00 A.M., whichever is applicable, there will be two (2) officers in one patrol car.

SECTION 2. One officer, if deemed necessary by the Public Safety Director or his designee, shall be in a "swing" car. Should the first car have one officer unavailable, the third officer shall occupy the first patrol car with the other officer.

ARTICLE 35. FALSE ARREST INSURANCE

SECTION 1. The City shall provide false arrest insurance for all officers possessing such authority.

SECTION 2. Should the City be unable to obtain the current level of Five Hundred Thousand Dollars (\$500,000.00) coverage, then written notice to the UNION shall be required and this Article shall be reopened for negotiations.

ARTICLE 36. LIFE INSURANCE

The City shall carry Twenty Thousand Dollars (\$20,000.00) of fully paid term life insurance on each employee in the bargaining unit while employed. An employee who is laid off shall receive insurance coverage for a period of twelve (12) months from the date of layoff.

ARTICLE 37. MEDICAL AND HOSPITALIZATION INSURANCE

The City shall provide to each employee Michigan Blue Cross/Blue Shield Master Medical and Hospitalization Plan, with the ML Rider, or a comparable medical and hospitalization insurance program, said insurance program to be provided to all employees within the bargaining unit. Such coverage shall be provided to employees who are laid off for a period of six (6) months from the date of layoff.

ARTICLE 38. WORKMEN'S COMPENSATION

SECTION 1. Each employee shall be covered by applicable Michigan Workmen's Compensation Laws. Any employee who becomes injured during the performance of his duties shall report that injury immediately to his supervisor upon his return to work.

SECTION 2. During the period that an employee is entitled to Workmen's Compensation benefits, he shall receive supplemental compensation equal to eighty percent (80%) of the difference between the Workmen's Compensation benefits and his normal day rate net pay.

SECTION 3. Supplemental compensation shall be continued for a maximum of fifty-two (52) weeks after which time any request for an extension shall be referred to the Board of Review for decision.

If either the UNION or City desires to negotiate a new agreement, they must notify the other party in writing after September 1, 1986, and before October 1, 1986. After written notice, a meeting of both parties shall occur before October 10, 1986, to begin negotiating a new agreement.

ARTICLE 39. AMBULANCE CALL OUT

SECTION 1. Ambulance calls will be paid at a rate of time and one half per call.*

(a) Ambulance calls between 11:00 P.M. and 7:00 A.M. will be paid at time and one half, with a minimum of two (2) hours call out pay.

(b) Ambulance calls on Sundays and holidays will be paid at time and one half, with a minimum of two (2) hours call out pay.

SECTION 2. All Public Safety Personnel who are on ambulance duty shall have one (1) physical examination pertaining to contagious diseases each year, to be paid for by the City.

SECTION 3. All ambulance personnel will be sent to school(s) for First Aid courses that are required for certification by the State of Michigan, to operate the ambulance.

SECTION 4. An allowance of Fifty Dollars (\$50.00) per year will be given to all ambulance personnel for the cleaning of uniforms.

*On each call, a minimum of one (1) hour overtime will be paid at the rate of time and one half. Overtime hereunder shall be paid in increments of one (1) hour. If an employee works one (1) hour or less, he shall be paid for one (1) full hour; and he shall be paid one (1) full hour for every portion of an hour or full hour worked thereafter.

ARTICLE 40. WEAPONS QUALIFICATION

SECTION 1. The City shall provide three hundred (300) rounds of ammunition per officer so that each officer possessing a firearm shall be able to shoot twice a year at times scheduled by the City.

SECTION 2. Each officer shall return all brass to the City after each shooting.

ARTICLE 41. EMPLOYEE'S RETIREMENT SYSTEM

(a) Those employees who have reached the age of sixty (60) years on or after October 1, of 1981, and who are members of the bargaining unit as specified above shall have the option of working until age seventy (70). Under the Municipal Employees Retirement System, with the retirement benefit package known as "B-1" with a 47F Waiver (allowing employees with twenty-five (25) years of service to retire, with full benefits at age 55).

Said benefit package "B-1" provides a retirement of 1.7% of average final compensation times years and months of service credit. (All determined and computed by the Municipal Employers Retirement System administered by the Michigan Department of Management and Budget.)

Employees shall pay three percent (3%) of their gross pay (pro-rated in equal installments) as their contribution to the retirement system.

ARTICLE 42. DURATION AND TERMINATION

This Agreement shall become effective on the first day of January of 1985 and shall remain in full force and effect to, and including the 31st day of December, 1986, and shall thereafter continue in full force and effect from year to year unless either party desires to change or modify any of the terms or provisions of the agreement.

AUTHORIZATION FORM

TO:-----
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the UNION as monthly dues.

or

() An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Fraternal Order of Police Labor Council.

By:-----
Print Last Name First Name

Address Zip Code Phone #

Department Classification

Signature Date

Employer's Copy

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

MICHIGAN FRATERNAL ORDER
OR POLICE

CITY OF MANISTIQUE

BY: David C. Peterson

BY: Charles H. [Signature]

BY: Patrick J. [Signature]

BY* Joseph E. [Signature] F.O.P.

Date: 3-26-85