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LABOR AGREEMENT

Between

CITY OF MARINE CITY

and

**LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE**

Marine City

Effective July 1, 1991 to June 30, 1994

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APPROVED BY THE BOARD
FOR THE YEAR ENDING 1964
1964

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CONTRACT AGREEMENT

This Agreement is entered into on this _____ day of _____, _____, between the City of Marine City, hereinafter referred to as the "Employer" and the Marine City Police Department Division, Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the "Union".

PURPOSE AND INTENT

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, the employees and the Union.

Section 1. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

Section 2. 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 1

RECOGNITION - EMPLOYEES COVERED

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the

Employer as certified: All fully sworn police officers, including patrolmen, sergeants, and clerk/dispatcher, but excluding the Chief of Police, elected officials, supervisors, clerical and part time law enforcement personnel and all other employees.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow its employees or persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit employees, except in case of a declared emergency.

ARTICLE 2

AID TO OTHER UNIONS

Section 1. 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 3

REQUIREMENT OF UNION MEMBERSHIP

Section 1. 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 for the duration of this Agreement, or pay to the Union a service fee equal to the amount of the dues.

Section 2. 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 to the Union for the duration of this Agreement, on or before the thirtieth (30) day following such effective date.

Section 3. 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 for the duration of this Agreement, on or before the thirtieth (30th) days following the beginning of their employment in the unit.

Section 4. An Employee who shall tender an initiation fee - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

Section 5. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4

UNION DUES AND INITIATION FEES

Section 1. Payment by Check-off.

- A. Employees shall tender the initial fee and monthly membership dues by signing the Authorization for Check-off Dues form.

Section 2. Check-off forms. During the life of this Agreement and in accordance with the terms of the Form of Authorization, of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for

Check-off of Dues Form:

A. Authorization for Payroll Deduction

I hereby request and authorize to be deducted from my wages earned while in your employ a labor representation fee of \$_____ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL FRATERNAL ORDER OF POLICE, 667 East Big Beaver, Suite 205, Troy, MI 48083.

(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip
Social Security Number	SIGNATURE		Date

Section 3. 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 signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list of whom dues have been deducted within ten days thereafter.

Termination of Check-off: An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local 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.

Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 5

STEWARDS AND ALTERNATE STEWARD

Chapter Chairman.

Steward and (1) alternate steward.

The stewards, during their working hours, without loss of time or pay shall investigate and present grievances to the Employer.

ARTICLE 6

SPECIAL CONFERENCES

It is agreed that on a monthly basis, a meeting may be set up between the Executive Committee of the Union and the Chief of Police to discuss departmental problems. Said meeting may be established at the request of either party with a time to be mutually agreeable to both parties.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the steward to the immediate supervisor within thirty (30) working days of his knowledge of its occurrence.

Section 2. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP I.

- A. If any employee feels he has a grievance he shall discuss the grievance with the steward.
- B. The steward may discuss the grievance with the Chief of Police.
- C. If the matter is thereby not disposed of within two (2) working days, it will be submitted in writing form by the steward to the Chief of Police.
- D. The Chief of Police shall answer the grievance within three (3) working days.

STEP II. If the grievance has not been settled, it shall be presented in writing by the steward to the City Manger within seven (7) days after the supervisor's response is due. The City Manager shall respond to the steward in writing within five (5) working days.

STEP III.

- A. If the answer at Step II is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the State Labor Council within thirty (30) working days after the reply of Step II is due.
- B. In the event the Labor Council wishes to carry the matter further, it shall, within thirty (30) working days from the date the Employer's last answer at Step III, meet with the Employer for the purpose of attempting to select an

arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting called for that purpose, then an arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with their rules and procedures.

- C. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.
- D. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgement based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- E. Any grievance not answered within the time limits by the Employer shall go to the next step of the grievance procedure.

- F. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
- G. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. 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.

ARTICLE 8

WITHDRAWAL OF CASES

Section 1.

- A. After a case has been referred to the Federal Mediation and Conciliation Service, the case may not be withdrawn by either party except by mutual consent.
- B. Finality of Decisions. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.

ARTICLE 9

PAYMENT OF BACK PAY CLAIMS

Section 1. If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 10

DISCHARGE AND DISCIPLINE

Section 1.

- A. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline, excluding verbal warnings of an employee to notify in writing the steward of the discharge or discipline.
- B. The discharge or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.
- C. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The

Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall go directly to Step III.

D. Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

E. Progressive Discipline.

1. Verbal Warning
2. Written Reprimand
3. Three (3) days without pay
4. One (1) week off without pay
5. Two (2) weeks off without pay
6. Thirty (30) days off without pay
7. Termination

The Employer reserves the right to terminate an employee without following the above steps in the event of an exceptionally serious breach of professional standards or work rules.

ARTICLE 11

SENIORITY, PROBATIONARY EMPLOYEES

Section 1.

A. New employees hired in the unit shall be considered as probationary employees for the first six (6) months after completion of Police Academy training. When an employee finishes the probationary period, by accumulating six (6)

months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.

- 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 an employer-class basis, in accordance with the employee's last date of hire.

ARTICLE 12

SENIORITY LISTS

Section 1.

- A. Seniority shall not be affected by 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 local Union members with up-to-date copies whenever required.

ARTICLE 13

LOSS OF SENIORITY

Section 1. An employer shall lose his seniority and his employment if terminated for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

ARTICLE 14

SENIORITY OF STEWARD AND CHAPTER CHAIRMAN

Section 1. Notwithstanding their position on the seniority list, Chapter Chairman and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

ARTICLE 15

LAYOFF DEFINED

Section 1.

- A. The word "layoff" means a reduction in the working force due to no fault of the employees.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a district basis. Seniority employees will be laid off according to seniority as defined in Section 13 (c) and 14. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to final step of the grievance procedure (arbitration).
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 16

RECALL PROCEDURE

Section 1. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c) and 14. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered a quit.

ARTICLE 17

TRANSFERS

Section 1.

- A. 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 accumulated seniority for one (1) year while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
- B. The Employer agrees that in any movement of work not covered above in (A) he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- C. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and ability. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly created position.

ARTICLE 18

PROMOTIONS

Section 1.

- A. Promotions within the bargaining unit shall be made on the

basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each buildings. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements as determined by past performance, police training, written test, and oral examination, shall be granted a six (6) month trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

- B. During the six (6) month period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- C. During the trial period employees will receive the rate of the job they are performing.

ARTICLE 19

VETERANS REINSTATEMENT

Section 1. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 20

LEAVE OF ABSENCE

Section 1.

- A. Leaves of absence for periods not to exceed one (1) year will be granted, unpaid, in writing, without loss of seniority for:
1. Service in any appointed Union position
 2. Maternity leave
 3. Illness leave (physical or mental)
 4. Prolonged illness in immediate family
- Such leave may be extended for like cause.
- B. If any officer on such leave of absence joins any other Police Department, his employment with Marine City will be terminated.
- C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement for layoff, recall or promotional purposes only.
- D. Members of the Union elected to attend a function of International Union, such as conventions or educational conferences, shall be allowed time off without pay, not to exceed five (5) days, to attend such conferences and/or conventions.

E. Employee responsible for own medical insurance while on leave.

ARTICLE 21

UNION BULLETIN BOARDS

Section 1.

A. The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

ARTICLE 22

RATES FOR NEW JOBS

Section 1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 23

TEMPORARY ASSIGNMENTS

Section 1. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of

pay equal to an average of the higher classification being filled and the rate of pay of the officer being temporarily assigned for all hours worked while filling such vacancy after ten (10) days.

ARTICLE 24

JURY DUTY

Section 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 25

EQUALIZATION OF OVERTIME HOURS

Section 1. Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hour minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet 90 days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

ARTICLE 26

WORKMEN'S COMPENSATION

Section 1. Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hour for one year. In cases of permanent disability, disability Social Security and Retirement shall be counted as part of the Employer's supplement.

ARTICLE 27

SHIFT TRADES

Section 1. Employees may trade shifts providing eight (8) hours notice is given to the supervisor in charge, the trade is mutually agreeable to the employees involved, no overtime is involved, and the trade is not detrimental to the health, safety, or welfare of the citizens of the City.

ARTICLE 28

WORKING HOURS

Section 1.

- A. Officer's work schedule will be posted three (3) days prior to the officers' work day.
- B. Thirty (30) minutes off for lunch included in the 8-hour period. When two cars are working, only one car will be out of service for meal break at a time. When three cars are

working, two cars may take meal breaks simultaneously at the same place. In either case, one working car will be on the road and in a ready response condition.

- C. Employees may take a 15-minute coffee break in the first half of the shift and a 15-minute coffee break in the second half of the shift. When two cars are working, only one car will be out of service for a coffee break at a time. When three cars are working, two cars may take coffee breaks simultaneously at the same place. In either case, one working car will be on the road and in a ready response condition.
- D. Employees on stand-by will receive two (2) hours straight time. Call-back will receive a minimum of two (2) hours at time and one-half.
- E. All officers will receive four (4) hours minimum at time and one half for all court appearances and all expenses, subpoena fees and mileage received by the officer will be returned to the City Treasurer. However, officers will receive a minimum of two (2) hours at time and one-half on the signing and issuance of complaints and warrants.
- F. Employees called back, when the need for the call-back is a result of the employees error on work left incomplete, or wrongly completed, no payment shall be made.

ARTICLE 29

SICK LEAVE

Section 1.

- A. All members covered by this Agreement shall accumulate one (1)

sick leave day per month, not to exceed twelve (12) days per year, with one hundred fifty (150) days accumulation. All unused sick leave days will be paid upon retirement, and upon death of an employee, all unused sick leave will be paid at the prevailing rate to the employee's designated beneficiary. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

- B. Sick leave provisions shall remain unchanged except that one-hundred (100%) of accumulated sick leave may be applied toward early retirement. Early retirement shall mean twenty (20) years of service or fifty (50) years of age.
- C. When an officer resigns from the Department and render a two (2) week notice, he will receive ten percent (10%) of his accumulated sick bank; if he renders a four (4) week notice he will receive twenty (20%) of his accumulated sick bank.

ARTICLE 30

FUNERAL LEAVE

Section 1. An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Effective July 1, 1983 - Two (2) additional days allowed for travel when over 500 miles for a member of the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law,

grandparents and grand children, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Union who is a member of the district for the exclusive purpose of attending the funeral.

ARTICLE 31

TIME AND ONE-HALF

Section 1. Time and one-half shall be paid for all hours over eight (8) hours in a twenty-four (24) hour period or eighty (80) hours in a two-week period.

ARTICLE 32

HOLIDAY PAY

Section 1.

A. Holidays:

New Years Day	Labor Day
Memorial Day	Christmas Day
Fourth of July	Christmas Eve Day
Thanksgiving Day	New Years Eve Day

- B. Employees shall receive eight (8) hours straight time pay for each of the above holidays as holiday pay.
- C. In the event an employee is scheduled to work on any of the holidays they shall receive time and one-half in addition to their holiday pay.
- D. If an employee is required to work overtime on a holiday, they

shall receive double time (2X) for all overtime worked.

- E. Officers will receive five (5) floating holidays per year to be taken off upon a minimum three (3) day prior and approval of the Chief.

ARTICLE 33

VACATION ELIGIBILITY

Section 1. An employee will earn credits toward vacation with pay in accordance with the following schedule:

<u>Employment</u>	<u>Vacation</u>
1 - 2 years	12 days
3 - 5 years	14 days
6 - 10 years	17 days
11 - 14 years	22 days
15 years or over	23 days

ARTICLE 34

VACATION PERIOD

Section 1.

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.
- B. Vacations will be taken in a period of consecutive days. Vacations maybe split one or more weeks, providing such scheduling does not drastically interfere with the operation.
 - 1. Requests for vacation dates must be submitted one (1) month prior,
 - 2. The Chief of Police must approve or deny in writing within

- five (5) days of the submitted request,
3. If the request is denied the reason must be stated in writing within the five (5) day period.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation, or may be used as an extra day off with pay.
 - D. A vacation may not be waived by an employee and extra pay received for work during that period.
 - E. If an employee becomes ill and is under the care of a duly licensed physician during this vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
 - F. If officer's scheduled vacation is cancelled by the City, the officer shall have nine (9) months to reschedule the same.

ARTICLE 35

PAY ADVANCE

Section 1.

- A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- B. An employee who is laid off, retired or otherwise terminated will receive any unused vacation credit as of the date of termination.

- C. Rate during vacation: employees will be paid their current base rate, and receive credit for any benefits provided for in this Agreement.

ARTICLE 36

HOSPITALIZATION MEDICAL, DENTAL & OPTICAL COVERAGE

Section 1.

- A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield, MVF-1, with Master Medical as well as the rider D45 NM. This coverage shall be applied to all members of the bargaining unit.
- B. In addition to other medical insurance currently provided by the City, the City will provide a family prescription rider for \$2.00 drug deductible.
- C. The City shall provide dental insurance Class I and II 75/25 coverage for full family coverage, and pay the cost for such dental plan. Effective June 1, 1990, the City shall provide fifty percent (50%) of Class IV Dental Services with a lifetime maximum of \$1,000 per member as described in the policy for the employee and his dependents.
- D. City to provide Optical Insurance Blue Cross/Blue Shield Optical Rider - Auto 80 Vision Rider DCCR.

ARTICLE 37

LIFE INSURANCE COVERAGE

Section 1. The City shall provide \$1,500.00 life insurance for each \$1,000.00 base salary rounded to the nearest \$1,000.00 of insurance

with a maximum of \$35,000.00. If permitted in the insurance company, officers may purchase additional insurance by payroll deduction at the prevailing rate. Adjustments in life insurance shall be made in August of each year, based on the employee's rate as of that date.

ARTICLE 38

COMPUTATION OF BENEFITS

Section 1. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 39

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until June 30, 1994.

- A. If either party desires to amend and/or terminate this Agreement it shall, 90 days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 90 days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed if to the Union to, _____, Michigan; and if the Employer, addressed to _____, Michigan, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 40

COMPENSATORY TIME

Section 1. Each year, at employee's discretion, and with proper instructions to the Payroll clerk, a maximum of 40.0 hours shall be accumulated as compensatory time off on a time and-a-half basis. Compensatory time off may be taken by the officer under the following conditions. It shall not be taken in conjunction with or to extend scheduled vacations. Advance approval of at least 48 hours shall be obtained of the Chief of Police. Scheduling shall be at the complete discretion of the Chief of Police, taking into consideration such factors as overtime required, previous vacation schedules and current shift schedules. Time off shall be taken in minimum blocks of four (4) hours. Officers, who at the first pay period after December 1 have compensatory time off remaining, shall receive a cash payoff of unused time.

Compensatory time may be taken with a minimum of twenty-four (24) hours advance notice if schedule coverage can be adequately provided.

ARTICLE 41

UNIFORM ALLOWANCE

Section 1. Maximum uniform allowance shall be \$450.00 per year for uniform care and maintenance. Of that amount \$150.00 is intended for exchange and \$300.00 for cleaning and maintenance, although this ratio may be adjusted by the Chief of Police. Clothing allowance shall include shoes, two (2) pair of cold weather gloves per year, except for exchange, winter vest, rubber galoshes, winter boots and other items specified by the Chief. All uniform items shall be subject to prior approval of the Chief, and purchases must be made in accordance with City purchasing procedures.

ARTICLE 42

PRIVATE CAR

Section 1. No officer will use his private car for police duties, excluding appearance in court during the officer's off-duty hours.

ARTICLE 43

OVERTIME, TRAINING & CONFERENCES & DEPARTMENTAL MEETINGS

Section 1.

- A. The current practice and previous contractual requirements for overtime use and distribution shall be continued. It shall not be the practice of the Employer to deprive regular employees of overtime, but this section shall not in any way

be construed to limit the discretion of the Chief of police in scheduling overtime or in calling in those employees which he feels are in the best interests of the department. Extended periods of overtime shall be approved, in advance, by the Chief of Police.

- B. Time spent in assigned training or departmental meetings shall be considered regular duty time and shall be paid according to the applicable pay rate.
- C. At his discretion the Chief of Police may schedule up to six (6) departmental meetings per year with a maximum of two (2) hours per meeting with no pay to the officers. Attendance at these meetings is compulsory unless excused by the Chief. Any employee on duty and in attendance at these meetings shall receive his regular pay. For any meetings over six (6) or which last over two (2) hours the employee shall be paid the applicable rate for time spent at additional meetings or the additional times per meeting.

ARTICLE 44

INSURANCE

Section 1. All officers shall be covered by the City's insurance twenty-four (24) hours per day, when they are performing police duties, whether or not they are formally "on duty" within jurisdictional limits of the City.

ARTICLE 45

CONTRACTS

Section 1. The City shall provide a copy of this working Agreement

to each officer and three (3) extra copies for Union use.

ARTICLE 46

WAGE SCHEDULE

Section 1. Each quarter the City shall supply to the Union a copy of the current wage schedule showing each officer's salary as set forth in attached Appendix A.

ARTICLE 47

NON-DUTY RELATED DISABILITY

Section 1. Officers who are disabled and unable to work due to illness or disability shall be paid in accordance with the following schedule:

Payment start date:	15th day of disability
Payment length:	52 weeks
Payment amount:	Four (4) days pay per week at 70% of regular gross. Employee may use sick leave for additional day's pay.

Non-duty related disability benefits will be forfeited if the injury was caused by outside employment.

ARTICLE 48

FALSE ARREST INSURANCE

Section 1. The City will provide False Arrest Insurance to the limit of \$5,000,000.00 per incident.

ARTICLE 49

PERSONAL LEAVE

Section 1. Each officer shall be entitled to a maximum of five (5) days personal leave per year. It is expected that personal leave

will be used only in personal situations and is not be considered as normal time off or vacation time. Personal days shall be deducted from the employee's accumulated sick leave. Personal leave shall not be tied with any other time off, including scheduled weekends and twenty-four (24) hours notice shall be provided except in cases of extreme emergency. Except in cases of extreme emergency personal leave shall be approved by the Chief or City Manger schedule permitting. No notice period will be required in emergency situations.

ARTICLE 50

TUITION

Section 1. The City shall provide tuition for classes, courses, seminars or other training programs required or authorized by the City. The City will not pay tuition for any class, course, training program, seminar, etc., of general police or other nature unless specifically authorized by the City. This article is not to be construed or interpreted to mean that the Employer will pay full tuition and fees for degree related courses of study. The Employer recognized the value of degree related professional education as a vehicle for personnel development and upgrading and will provide a maximum of \$500.00 per year for this purpose. The employee must obtain passing grades as substantiated by term or semester grade reports.

ARTICLE 51

FLAG RAISING AND LOWERING

Section 1. Officers shall be responsible for raising and lowering the National and State flags at City Hall. This activity shall be subordinate to emergency and legal matters.

ARTICLE 52

MANAGEMENT RIGHTS

Section 1. The Union agrees that the City has complete authority for the policies and administration of all City departments, including the Police Department, which it shall exercise under provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include, but not be limited to, the establishment of reasonable work rules regulation policies and procedures not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the province of the City. The City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of Michigan and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the City and the adoption of such rules, regulations, policies, as it may deem necessary and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices.

ARTICLE 53

PENSION

Section 1.

- A. Employees are required to belong to the City's Pension Plan and pay 5% of their gross salary, which is to be deducted from their salary, with the City currently paying 8.08%, as per ordinance.
- B. City Ordinance _____ adopted November 20, 1980, concerning the City of Marine City, City Retirement System and its amendments are incorporated herein by reference and made a part thereof to the same extent as if it were specifically set forth herein, except for changes in specific portions or, portions of provisions which are set forth in this Article.
- C. Effective July 1, 1985 employees who have attained the age of fifty-five (55) with twenty-five (25) years of service are eligible for voluntary retirement.

Section 2. In the event another employee group within the City receives the benefit of paid hospitalization upon retirement then the contract will reopen, upon notification from the Union to the Employer, for the sole purpose of negotiating this issue.

ARTICLE 54

RETROACTIVITY

City and Union agree all economic demands will be retroactive to July 1, 1991.

ARTICLE 55

LONGEVITY (EQUITY ADJUSTMENT)

Effective July 1, 1991, employees competing five (5) years of service shall receive on their anniversary date a longevity allowance in the amount of \$650.00.

ARTICLE 56

EQUIPMENT


Employees shall not be required to operate or use equipment which is not in safe operating condition. The Employer will endeavor to remove vehicles from active service upon attaining 75,000 miles. In the event a vehicle reaches 100,000 miles it shall be removed from service. Employees shall not be required to operate any vehicle which has reached 100,000 miles.


Employees shall notify the Employer in writing of equipment or vehicles which are found to be inoperative or unsafe.


ARTICLE 57

In Witness Whereof, the parties hereto have caused this instrument to be executed and enforced from July 1, 1991, through June 30, 1994.

FOR THE UNION


Jerry Caster,
Field Representative
Labor Council, Michigan Fraternal
Order of Police


Paul McAlpine


Robert Kleiman

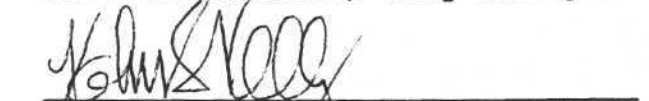
Dated: 7-19-91

FOR THE CITY


Ervin LaBuhn, Mayor


Carol Ouellette, City Clerk


Loretta Vandric, City Manager


John L. Kelly, Police Chief

APPENDIX A

July 1, 1991 - July 1, 1994

WAGES (including COLA Roll-In)

<u>Police Officers</u>	Effective 7-1-91 (4%)		Effective 1-1-92 (3%)	
	Hourly	Annual	Hourly	Annual
1. 0 - 6 Months	\$10.553	21,950.79	\$10.870	22,609.34
2. 7 - 12 Months	11.489	23,895.87	11.834	24,612.75
3. 13 - 24 Months	12.423	25,838.56	12.795	26,613.72
4. 25 - 60 Months	13.584	28,255.76	13.992	29,103.43
5. 61 Months & Over	14.358	29,865.44	14.789	30,761.40

<u>Police Officers</u>	Effective 7-1-92 (3%)		Effective 1-1-93 (3%)	
	Hourly	Annual	Hourly	Annual
1. 0 - 6 Months	\$11.196	\$23,287.62	\$11.532	\$22,986.25
2. 7 - 12 Months	12.189	25,351.13	12.554	26,111.67
3. 13 - 24 Months	13.179	27,412.13	13.575	28,234.49
4. 25 - 60 Months	14.412	29,976.92	14.844	30,876.23
5. 61 Months & Over	15.233	31,684.25	15.690	32,634.77

<u>Police Officers</u>	Effective 7-1-93 (3%)		Effective 1-1-94 (3%)	
	Hourly	Annual	Hourly	Annual
1. 0 - 6 Months	\$11.878	\$23,675.84	\$12.234	\$24,386.11
2. 7 - 12 Months	12.931	26,895.01	13.319	27,701.87
3. 13 - 24 Months	13.982	29,081.53	14.401	29,953.97
4. 25 - 60 Months	15.289	31,802.52	15.748	32,756.59
5. 61 Months & Over	16.160	33,613.82	16.645	34,622.23

COLA

Effective July 1, 1988, COLA amount of \$450.00 shall be rolled into the base annual wage rate prior to any wage increase. Effectively July 1, 1989, the annual COLA payment shall be eliminated.

SHIFT DIFFERENTIAL

Effective July 1, 1991

The following shift premiums shall be paid:

\$0.35 per hour for 4:00 p.m. to Midnight;

\$0.50 per hour for 12:00 Midnight to 8:00 a.m.

Split shift assignments shall receive \$0.35 premium when working afternoon hours and \$.50 premium working midnight hours.

