

6/30/2001

4464

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHEBOYGAN

AND

POLICE OFFICERS LABOR COUNCIL
CHEBOYGAN PUBLIC SAFETY OFFICERS ASSOCIATION

Cheboygan, City of

| | |
|-------------------|-------------------------------------|
| Effective Date: | July 1, 1998 |
| Termination Date: | June 30, 2001 |
| Reopening Date: | March 31, 2001 (90 Day Reopener) |

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AGREEMENT

This Agreement is entered into between the City of Cheboygan, Michigan (hereinafter referred to as the Employer) and the Police Officers Labor Council, Cheboygan Public Safety Officer's Association (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.

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

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.

This Contract embodies the entire agreements between the City of Cheboygan and the Union, notwithstanding any prior discussions or past practices.

ARTICLE I RECOGNITION - UNION SECURITY

Section 1

The Employer recognizes the Union as the sole and exclusive bargaining representative for the following described unit:

All full-time Public Safety Officers of the Cheboygan Department of Public Safety, excluding the Director of Public Safety (Chief).

Section 2

All Employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, will within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Employer, whichever is later, become members or, in the alternative, will within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Employer, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of the Employer who are members.

Section 3

The Employer upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately dismiss said Employee.

Section 4

The Union shall refund to the Employee Union dues along with any fees or assessments that were erroneously deducted by the Employer and paid to the Union.

Section 5

The Employer will check off monthly dues or agency shop fees for those members submitting a dues check-off card properly completed and signed. Any change in the amount to be deducted shall be certified in writing to the Employer by the President of the Bargaining Unit.

Section 6

The pay referred to for the deduction of dues or fees shall be the first pay closed and calculated in the month.

Section 7

A list of the Employees' names from whom dues and fees have been deducted shall be furnished the President of the Bargaining Unit at the time that the dues and fees are remitted. This shall be done within one (1) week after payday.

Section 8

The Union agrees to hold the Employer harmless with regard to disputes arising out of overcharges on Union dues deducted from Employee's checks. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or omitted by the Employer for the purposes of complying with this Article.

ARTICLE II - MANAGEMENT RIGHTS

The Employer shall have the exclusive right to control and direct its Employees. This right shall include, among other things, the right to hire, promote, lay off, determine the number of personnel, transfer, discipline, discharge, refuse to hire, set work schedules and standards, make work assignments and direct control of its operations, provided any decision of the Employer which is contrary or in violation of the provisions of this Agreement shall be subject to the grievance procedure. All items or written Employer policy not in conflict with the terms of this contract shall remain in full force and effect.

ARTICLE III - SEPERABILITY

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State law regulation. Should, however, any provision of this Agreement, at anytime during its life, be in conflict with Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

ARTICLE IV - SENIORITY

Section 1

Seniority is defined as the right of preference as to layoff, recall and demotion, measured by the length of continuous full-time service to the Cheboygan Department of Public Safety.

Section 2. - Probationary Period

A.. The seniority of new employees shall be established after thirty (30) days of continuous employment and shall begin as of the original date hired.

B. All Employees will be considered to be on a probationary or trial basis for the first twelve (12) months of their employment and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

C. Employees hired after July 1, 1995, shall be on probationary status as referred to in paragraph "B" above; however, such employees shall be on an additional twelve (12) months probationary period for the purpose of cross training to firefighter only. Newly hired individuals after July 1, 1995, who, by direction of the Employer, are required to cross train to firefighter may be dismissed without recourse to the grievance procedure in the event that they fail to pass the training course for firefighters. It is the obligation of the Employer to provide for such training within the first two (2) years of employment.

Section 3. - Seniority

A. The Employee's seniority will accumulate continuously from the date of employment or seniority date (whichever is later) until terminated by any of the circumstances enumerated in subparagraph C below. When two or more people are hired and report for work on the same date, their seniority shall be determined by placing the individual with the highest test score as the highest seniority and so on. In the event of identical test scores, seniority shall be determined by placing the employees in alphabetical order by surname.

B. All Seniority shall terminate when:

- (1) Employee quits or goes on strike against the Employer;
- (2) Employee is discharged and the discharge is not reversed through grievance procedure;

- (3) Employee 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 Employee's last-known address that he/she has lost his/her seniority and Employee's employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

- (4) If Employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
 - (5) Employee retires.
 - (6) An Employee will lose seniority if he/she gives a false reason to obtain a leave of absence or fails to report back to work from a leave absence.
- D. Absence due to injury or disease for which Worker's Compensation is payable will not terminate seniority.
- E. Any person whose seniority has been terminated and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established for that person on the date of rehiring.

ARTICLE V - LAYOFF AND RECALL

Section 1

A. When a reduction in the working force is necessary, Employees shall be laid off in accordance with their department seniority; that is, the Employee with the least departmental seniority shall be laid off first and so on provided that, in the selection of employees for layoff, due consideration shall be given to the retention of Employees properly qualified and physically able to perform the available work. Whenever an Employee is to be laid off, the Employer will notify the Employee and the Chairman of the Grievance Committee at least seven (7) days in advance, unless circumstances make such notice utterly impossible.

B. Laid off Employees will be recalled in the inverse order of layoff.

C. When recalling a laid-off Employee, the Employer will notify the Employee by registered mail at his last known address. If such Employee does not notify the City within ten (10) days from the mailing of such notice that he will report for work on the date specified or give satisfactory reasons for delay beyond such time, the Employee will be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Employer may call in the next person in line and that person shall be given a minimum of five (5) days work, after which the proper person could come in to work.

ARTICLE VI - DISCIPLINE AND DISCHARGE

Section 1

Disciplinary action or measures shall include only the following;

1. Relieved of Duty
2. Oral Reprimand
3. Written Reprimand
4. Suspension (notice to be given in writing)
5. Discharge

Disciplinary action may be imposed upon an Employee for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action imposed on an Employee may be processed as a grievance through the grievance procedure.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 2

The Employer shall not discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee involved will be suspended for five (5) days. The Employee and his/her steward will be notified in writing that the Employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE VII - GRIEVANCE

Section 1

A grievance shall be defined as any dispute between the parties involving the application, meaning or interpretation of a provision of this Agreement.

Section 2

The Union shall be entitled to form a Grievance Committee of two (2) members for the purpose of investigating and presenting grievances.

Meetings of the Grievance Committee may be called at any time at reasonable intervals by the Chairman of the Grievance Committee, the Director of Public Safety and/or the City Manager.

The Grievance Committee shall be compensated at their proper rate of pay by the Employer for all working time lost and properly reported in adjusting grievances.

Members of the Grievance Committee shall not in any way interfere with or interrupt any operations of the Employer and shall obtain permission from the Director of Public Safety, or his designee, before engaging in any grievance or Union activities during their working time. The Director of Public Safety, or his designee, shall not refuse permission unless, in his judgment, said activities are contrary to the law or will interfere with or interrupt any operations of the Employer or its Public Safety Department.

Section 3

Step 1 - Any Employee having a grievance shall take the matter up with the Director of Public Safety, with one member of the Grievance Committee being present at the option of the Employee. This meeting is to take place within five (5) working days from the date of the occurrence giving rise to the grievance or within five (5) working days from the time the aggrieved party should have reasonably been aware of the facts giving rise to the grievance. The Director of Public Safety will respond to the Grievance within five (5) working days after the meeting.

Step 2 - If Step 1 does not effect a settlement, the grievance will be reduced to writing within five (5) working days after the response from Step 1 is received or should have been received and submitted to the Director of Public Safety by the Chairman of the Grievance Committee. The Director of Public Safety, or his designee, shall meet with the Chairman of the Grievance Committee along with the aggrieved Employee within seven (7) days to attempt to resolve the matter. The Director of Public Safety shall render a written answer to the grievance within seven (7) days after the meeting.

Step 3 - If Step 2 does not effect a settlement, the Committee Chairman shall present the written grievance to the City Manger within seven (7) days of the receipt of the written response from the Director of Public Safety. Within fourteen (14) working days after the grievance is submitted to the City Manager, a meeting will be held between the City Manager, Director of Public Safety, Committee Chairman, aggrieved Employee and the Union Business Representative in a further attempt to resolve the matter. The City Manager shall respond within seven (7) days after such meeting in writing.

Section 4

If the decision or determination in Step 3 is not satisfactory, either party shall, not later than thirty (30) calendar days after said decision or determination, have the right to submit the matter to arbitration. A request for arbitration must be in writing with a copy to the other party. The request for an arbitrator may be submitted to the Federal Mediation and Conciliation Service. Its rules shall be governing as to procedures.

The arbitrator shall have no power to alter, modify or amend any provisions hereto. No grievance shall be considered if not filed or processed within the time limits set forth in this Article. However, time limitations may be extended by mutual agreement of the parties.

Section 5

The cost of such arbitration shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives or witnesses. The decision of the arbitrator shall be final and binding on both parties.

Section 6

For purposes of this Article, "working days" include all days except Saturdays, Sundays and recognized Holidays.

ARTICLE VIII - HOURS AND OVERTIME

Section 1

Shift schedules shall be determined by agreement between the Employer and the Union. Shifts shall be either eight (8), ten (10) or twelve (12) hours per day depending upon assignment and shall equal eighty (80) hours per pay period. Once shifts are determined, they shall not be changed without approval from the Union. The Only exception to this will be the use of the "spare" or "cover" shift. If this shift is to be used, it shall be equally divided between the Employees working together that are affected by the change. Employee schedules will be assigned by the Director of Public Safety.

Section 2

For the purpose of computing overtime, all time worked over the regular scheduled shift in a day and all time worked over eighty (80) hours in a pay period will be paid at the rate of time and one-half (1 1/2) provided that overtime rates shall not be paid when more than regular scheduled hours in a day are worked as a result of utilization of the "spare" or "cover" shifts or as a result of Employees trading shifts for their own convenience.

Section 3

Each shift will include a paid lunch period of not less than thirty (30) minutes and two (2) 15-minute breaks during which the Employee shall remain within the City of Cheboygan and remain on call.

Section 4

Employees may be permitted by the Director of Public Safety, or his designee, to voluntarily trade shifts, provided that such trading shall not in any way impair the operation of the Department nor be repetitive for purposes of outside employment.

When Employees trade shifts for their own convenience, each Employee becomes fully responsible for the shift he/she is changing to, as though he was regularly scheduled for that shift. The Employee who initiates the change in shifts in order to get a day off is not eligible for overtime for the twenty-four (24) hour period on that date, unless an emergency arises which requires all department personnel to respond.

Section 5

Any Employee reporting for Court or ordered to report for work when he would otherwise be off duty, will receive two (2) hours pay at time and one-half (1 1/2).

Section 6

Overtime will be distributed among the Employees in the bargaining unit on as equitable basis as possible. A roster shall be maintained for the purposes of equalizing overtime (excluding court and investigative time). Overtime shall be offered to the Employee with the least amount of overtime hours first whenever practical. When it is necessary to cover a shift or part of a shift, it will be mandatory for the officer with the least number of overtime hours on the overtime list to take the overtime unless another officer voluntarily agrees to accept the overtime, as offered. At that time, the volunteering officer will take the overtime and the hours will be charged as a refusal to the lowest man who refused. When an employee refuses overtime, that number of hours will be counted against that officer's equalization as overtime paid..

Overtime for the purposes of equalization shall be limited to those hours charged for call-in shift coverage, special assignments other than posted sporting events and transporting of prisoners.

Section 7

The Employer shall not intentionally change the work schedule to avoid the payment of overtime.

Section 8

When an Employee is off on sick leave or on leave of absence for over thirty (30) days and it would have been his turn to work overtime, he will be marked in the red on the overtime chart for the hours he could have worked. An Employee shall be considered unavailable for duty until adequate notice is given by the Employee that he/she is available for duty.

When a new Employee is hired, such new Employee shall not be included on the overtime roster or called in for overtime until said Employee has been employed for thirty

(30) days. A new Employee may be utilized for overtime purposes within the first thirty (30) days of employment in the event that all senior Employees on the overtime list refuse to work the offered overtime. Upon the completion of thirty (30) days, the new Employee will be placed onto the overtime list in the last position and equalized to the highest amount of overtime.

ARTICLE IX - HOLIDAYS

Section 1

The following days are recognized as official department holidays:

| | |
|------------------------|-------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Eve (Dec. 24) |
| July 4 th | Christmas Day (Dec. 25) |

Section 2

All Employees who have completed their probationary period shall be entitled to twenty-four (24) personal hours off without loss of their regular straight time pay. Employee must give twenty-four (24) hours advance notice to management of his/her desire to use personal leave hours. The use of personal hours shall not be subject to approval of management. Personal hours are not cumulative and cannot be converted to cash. Requests of less than twenty-four (24) hours notice are subject to approval of their supervisor. Not more than one (1) employee will be allowed to be on personal leave on any single day.

Section 3

A. Employees who do not work on the holidays enumerated in Section 1 of this Article shall receive as holiday pay, straight time pay equal to the number of hours of a regularly scheduled shift for the Employee.

B. Employees who are scheduled to work on the holiday shall be paid holiday pay for all hours scheduled to work in addition to receiving double time for all hours worked.

Section 4

Employees shall be eligible for holiday pay under the following conditions:

A. The Employee worked his last scheduled work day prior to and the next scheduled work day after the holiday unless he is excused by the Employer, to include but not limited to vacation, sickness, funeral leave or other authorized leave.

B. If an Employee is on vacation on a recognized holiday, he shall receive holiday pay along with pay for the vacation day. The vacation day will be charged against his/her accrued vacation leave bank.

Section 5

Holidays will be observed on the day on which the holiday falls.

ARTICLE X - SICK LEAVE

Section 1

A. Any Employee contracting or incurring any non-workers compensable sickness or disability which renders such Employee unable to perform the duties of his employment, shall be eligible for sick leave with pay.

B. An Employee, while on paid sick leave, will be considered to be on continued employment for the purposes of seniority and computing all benefits in accordance with this Agreement and time on sick leave will be construed as days worked.

Section 2

A.. An employee shall earn eight (8) hours of sick leave for each month of service to the Employer during which Employee has been compensated for 160 hours, beginning with Employee's date of hire.

B. Employees shall be permitted to accumulate up to four hundred eighty (480) hours of sick leave. Employees who had, previous to this Agreement, accumulated in excess of four hundred eight (480) hours shall be allowed to retain those hours without additional accumulation until such a time as the accumulated bank of sick leave is depleted to a level below four hundred eighty (480) hours, at which time accumulation of eight (8) hours per month will resume.

Section 3

Employees shall notify the Department of inability to report due to sickness as soon as the inability to report becomes apparent.

Section 4

An employees who, after reporting for work, leaves work due to illness shall have deducted from his/her accumulated sick leave the number of hours Employee was unable to remain on duty.

Section 5

Upon return from sick leave, the Employee shall submit a statement requesting the sick leave be applied during the absence, stating the nature of the illness/injury.

Section 6

The Employer may require a certificate from the Employee's physician at the Employee's cost in addition to the Employee's statement, provided such a requirement is reasonable under the existing circumstances. However, the Employer may request a physicians certificate of absences due to sickness or injury of three (3) or more days.

Section 7

The Employer shall procure disability insurance which will provide all full-time Employees with twenty-six (26) weeks disability pay commencing one (1) calendar day from the onset of any accident or hospitalization or on the eighth (8th) day of any illness. Compensation for this disability insurance will be equal to 80% of the Employee's take home pay.

Section 8

Employees who are separated from employment as the result of retirement (to include vested retirements paid at time of actual receipt of retirement benefits) or death, shall receive payment of all accumulated unused sick leave at the employee's straight time rate in effect at the time of retirement or death, to a maximum of four-hundred eighty (480) hours.

ARTICLE XI VACATIONS

Section 1

Annual vacation leave will be granted for the purpose of allowing an employee to leave his/her duties for rest and relaxation.

Section 2

Employees will be granted annual vacation in accordance with the following schedule:

| Years of Service | Vacation Time |
|-------------------------|--|
| 1 year | 80 hours |
| 5 years | 120 hours |
| 10 years | 160 hours |
| 20 plus years | 4 hours additional for each full year |

Section 3

Annual vacation earned during one (1) employment year should be taken during the next employment year. However, not more than 50% of an Employee's annual vacation may be carried over to the next year.

Section 4

Vacation taken shall be deducted on an hour-for-hour basis from the Employee's vacation bank and paid at the Employee's straight time hourly earnings. If the Employee's vacation has been scheduled two (2) weeks prior to the date of his first week of vacation, Employee shall, upon request, be given his/ner vacation check on the payday preceding Employee's vacation covering the amount of vacation Employee is currently taking. Only vacations of five (5) or more consecutive work days will be eligible for this provision.

Section 5

The determination of when vacation may be taken is left to the Director of Public Safety who will prepare and post a vacation schedule for the Department. A vacation sign up shall be posted at least forty-five (45) days prior to the start of a new vacation year.

Section 6

In choosing time for vacations, the Employee with the most seniority will have first choice, Employee with the second most seniority will choose next and so on. Vacation picks will be limited to two (2) weeks of vacation on any one pick.

Section 7

After the forty-five (45) day signing period, vacations shall be granted on a first come - first serve basis, without regard to seniority. The Director of Public Safety shall grant requests for vacation in this manner and shall not be arbitrary or capricious in his decisions. The Director's decisions are final, unless overturned by the grievance procedure.

Section 8

Any Employee asked not to take his/her vacation after the vacation time has been approved, due to department emergency, shall have the opportunity to take vacation time off for vacation purposes before the end of the contract year. If time is not available, the Employee shall have the option to either carry over the previously scheduled days into the next year or receive cash payment for said days.

Section 9

If an Employee is off sick during his/her scheduled vacation time, the Employee may be permitted to change his/her vacation to a subsequent date which will not bump another Employee out of his choice. Consideration of such a request is contingent upon prompt notice and proof of illness to the Director of Public Safety.

Section 10

When an Employee resigns, retires, is discharged or dies, the Employee or his/her heirs shall be paid for unused vacation earned in the prior year, as well as weekly pro rata vacation allowance Employee accumulated during the current year.

ARTICLE XII - FUNERAL LEAVE

Section 1

In the event of a death in the immediate family of an Employee or Employee's spouse (spouse, parents, children, brother, sister, grandparents or grandchildren) the Employee shall be granted twenty-four (24) hours of funeral leave, with full pay, to make household adjustments or to attend funeral services. Adjustments for travel time may be made in cases of extended travel.

ARTICLE XIII LEAVES OF ABSENCE

Section 1

All full-time, non-probationary Employees shall be eligible for leaves of absence as provided for in this Article.

Section 2

Employees requesting a leave of absence shall submit such a request to the Director of Public Safety, in writing, stating the length and reason for such a leave. Leaves of absence will not be considered if the leave is for other employment. Any Employee requesting a leave of absence and receiving such leave, and later found to be utilizing the leave for the purpose of outside employment, will be considered to have resigned.

Section 3

In the event that an Employee is scheduled to be on duty and is then ordered to report for jury duty, he/she shall be granted a leave of absence with pay for hours spent on jury duty that would have been on-duty hours. Such Employee will surrender all fees received as a result of the jury duty to the Employer. If the Employee is required to report for jury duty and would otherwise be off duty, Employee shall not receive any pay from the Employer for said service, but shall retain any fees paid to him/her as a result of the jury service.

Section 4.

In the event of an illness in the immediate or collateral family of an Employee or his/her spouse which reasonably requires the Employee's absence from work, leave without pay will be granted, or the Employee may take sick leave, personal days, or vacation days without prior notice.

Section 5

Elected Stewards, Chairmen or other Employees holding office in the Union shall be permitted leaves of up to three (3) working days per year, for attendance at Union conferences, seminars or other functions. Such leaves will be without pay. No more than one (1) Union officer may be on such leave at one time.

Section 6

An Employee who is a member of the National Guard, Armed Forces Reserves or any force of the United States or the State of Michigan and who is ordered to attend training or ordered to active service shall be granted a leave of absence.

Section 7

All Employees of the bargaining unit shall be granted leaves of absence for short periods of time in the event of an emergency situation or because of circumstances beyond the control of the Employee. Such emergency leave will be granted upon the discretion of the Employer and such leaves will be without pay.

ARTICLE XIV - TRAINING

Section 1.

State Law requires that Public Safety Officers be properly trained. The Employer is willing to assist continuing education programs to this objective. Specialized training will be assigned by the Director of Public Safety. However, assignments to such training schools shall be as equitably assigned throughout the bargaining unit as possible.

Section 2

Employees ordered in for the purpose of In-Service training seminars or other types of In-Service training will receive pay at time and one-half (1 ½) for all hours spent in the training session. Employees who are rescheduled for the purposes of the annual ALERT In-Service training school and/or mutually agreed upon training schools will be compensated at regular pay equal hour adjustments without the employer being in violation of Page 8, Section 7.

Section 3

When Employees are required to travel to any training session, the Employer will pay for all tuition, books and materials needed for the specific training school. Further, the Employer will provide transportation and all reasonable expenses incurred by Employees on training assignments. Employees will be paid their regular straight time wage while assigned to training, not to exceed eight (8) hours per day. Reimbursement for normal expenses will be at Employer's scheduled per diem rate.

Section 4

If, for some reason, the Employer is unable to provide transportation to the training site and the Employee is ordered to utilize his/her own transportation, the Employee will be reimbursed at the rate paid for mileage to other Employees or personnel of the Employer who utilize private transportation.

ARTICLE XV - COMPENSATORY TIME

Section 1

Employees shall be permitted to select either payment in cash or compensatory (comp) time for any overtime or training time worked.

Section 2

Compensatory time will be credited to an Employee at the rate that it is earned. For example, if the rate to be paid is time and one half (1 ½), then the compensatory time banked shall reflect that. If the rate to be paid is straight time, then the banked comp time would be so recorded.

Employees may be permitted to use comp time to increase their annual leave time up to a maximum of forty (40) hours in any one (1) year. The Director of Public Safety may grant additional or extend comp time usage in emergency circumstances..

Section 3

If an Employee is desirous of utilizing comp time for the purpose of obtaining a day off with pay, he shall submit the request to the Director of Public Safety. The Director will make a reasonable effort to award the requesting Employee his request for the comp day. Such requests must be in writing and should be submitted twenty-four (24) hours prior to the time being requested as comp time. In no case will comp time be granted if overtime or a schedule adjustment of another officer, other than a few hours on the Sergeant's scheduled shift, is necessary to cover the shift.

Section 4

Upon the resignation, retirement, discharge or death of an Employee, the Employee or his/her heirs shall be paid for all unused compensatory time at the regular rate of pay in effect at the time of the request.

ARTICLE XVI - INSURANCES

Section 1

The Employer agrees to pay full hospitalization for the Employee and his/her dependents, the plan to be Blue Cross/Blue Shield PPO, Option 1 with the \$5.00 prescription rider. New hires will be effective on the 31st calendar day of employment. Re-hires will be effective on the 15th day of the month following the date of rehire. The Employer shall have the right to change hospitalization insurance carriers, provided that such change is with a nationally recognized carrier and will not result in any reduction of coverage or quality. Any change in carrier will be the subject of a special conference six (6) months prior to proposed date of implementation.

Section 2.

The Employer shall provide full-paid family Blue Cross/Blue Shield Comprehensive Basic 50%/50% dental coverage with a maximum benefit for each contract year of \$1,000.00. The Employer shall also provide full paid Blue Cross/Blue Shield Optical/Vision A-80 plan for the Employee and dependents.

Section 3

Each Employee will be covered by the applicable Worker's Compensation Laws and the Employer agrees that, upon an Employee becoming eligible for Worker's Compensation benefits, the Employer will supplement such benefits by a sum which, when added to said benefits, shall equal the Employee's regular base take home pay. This supplement shall

continue for a period of three (3) years or the length of the Employee's seniority, whichever is the lessor.

Section 4

The Employer agrees to pay the full premium of term life insurance for each Employee. The face value to be \$35,000.00. Any Employee on layoff may elect to continue the life insurance coverage by payment of the premium

Section 5

The Employer is to provide false arrest insurance in the amount of \$1,000,000.00 for all Employees of this bargaining unit.

Section 6

Employees who have an alternative source of health or hospitalization insurance and produce proof of such, shall be permitted to not subscribe to the Employer-provided health care policy. Employees who do not subscribe to the Employer health care policy shall receive an amount equal to fifty percent (50%) of the monthly premium that would normally be paid by the Employer on behalf of the Employee. Such payments shall be prorated for each month that the Employee is not enrolled on the Employer-provided health care. Should the Employee decide at a later time to reenroll, the Employee shall be permitted to do so, subject to the terms and conditions of the insurance carrier.

ARTICLE XVII - RETIREMENT

Section 1

The Michigan Municipal Employees Retirement System, Plan B-4, F-55 (25 yr.), F-50 (25 yr.), FAC-3 will be in effect upon the execution of this agreement. Employee contributions are to remain at the level experienced prior to this Agreement.

ARTICLE XVII - WAGES, JOB CLASSIFICATIONS, PROMOTIONS

Section 1

Attached to and forming part of this Agreement is a listing of Job Classifications and Wages. (Schedule A)

Section 2

It is recognized that changing conditions and circumstances may from time to time require the creation of new jobs or changes in duties of existing jobs, thus requiring the installation of new wage rates or adjustments to existing wage rates. When a new job is established or when changes in an existing job have resulted in a substantial change in the duties of same, the Employer will set a rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

A. When the Employer establishes a rate for a new job and places it in effect, the Union shall be notified in writing as soon as practical, and the rate shall remain in effect at least thirty (30) calendar days, whereafter the Union may request negotiation of the rate.

B. If, at any time, the Employer substantially expands the duties and responsibilities of an existing job, the Union and Employer shall meet to discuss the matter and compensation. Differences shall be resolved through the grievance procedure.

C. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the rate was put into effect. If the Union fails to take the required action within the time limits specified in the Grievance Procedure, the rate established by the Employer shall not be subject to change for the remaining term of this Agreement.

Section 3.

Payment of wages shall be made bi-weekly and paychecks shall be issued on Tuesday or the last workday prior to the beginning of the long weekend according to the work schedule.

Section 4

When a position of Sergeant is open and promotions are to be considered, the following procedure shall be adhered to:

A. Upon opening the position, the Director of Public Safety shall post a notice on the Department bulletin board notifying Employees of the opening. Such posting shall be displayed for a 10-day period.

B. Employees who have at least five (5) years of seniority with the Cheboygan Department of Public Safety will be eligible to apply for the position.

C. A written exam will be given to all candidates. The written exam score shall be in a percentage and shall count for (sixty) 60% of the overall promotional score.

D. An oral interview will be conducted with all Employees who have taken the written examination. The Interview Board will consist of the Director of Public Safety, or his designee, one (1) appointee of the Director, and one (1) or more mutually agreed upon law enforcement professionals from outside the City of Cheboygan. An annual performance evaluation will be conducted by the Director of Public Safety with each Employee. The performance evaluation will include the following areas: general law enforcement, investigation, routine patrol, report preparation and citizen contact. The Interview Board may, as a result of the oral interview, adjust the performance recommendation of the Director. The oral interview/performance evaluation will count for a total of thirty percent (30%) percent of the overall promotional score.

E. Each candidate for promotion shall receive one (1) point for each full year of seniority up to a maximum of ten (10) points.

F. Determination of the final promotional score shall be as follows:

| | | |
|----|---|---------------|
| 1. | Written Examination Score (Percentage Score Time 06) | 60 Points Max |
| 2. | Seniority | 10 Points Max |
| 3. | Oral Interview/Performance Evaluation | 30 Points Max |
| | Total Possible Examination Score | 100 Points |

G. The Director of Public Safety shall promote the highest scoring candidate to the position for a 6-month probationary period. If, after the 6-month probationary period, the Employee has performed satisfactorily, the appointment shall be made permanent.

During this six-month probationary period, the Director may remove that Employee if he/she is unable to satisfactorily perform the requirements of the position and shall state the reasons for such removal in writing. Such removal shall be subject to the grievance procedure.

In the event the Employee fails to satisfactorily complete the probationary period or elects to return to his/her former job classification during the probationary period, Employee shall be reinstated to his/her former position.

H. A promotional list shall be issued ranking the applicants based on their total composite scores from highest to lowest. The promotional list shall remain in effect for a period of two (2) years from the date of its issuance. Once an Employee is promoted, his/her name shall be removed from the list.

Section 5

Temporary vacancies will be filled within this unit by offering the assignment first to the Employee who is highest on the appropriate promotional list, if there is a list, and so on down the list. If there is no promotional list, the temporary vacancy will be offered to the senior most qualified Employee until such a time as a promotional list is established.

Section 6

Employees temporarily assigned to a higher paid job classification shall receive the pay for that classification for all hours worked in that classification. If an Employee is assigned to fill a temporary vacancy in a lower paid classification, the Employee shall receive his/her regular rate of pay.

Section 7

Temporary assignments will not be intentionally made to deprive Employees of overtime pay.

ARTICLE XIX - OTHER CONDITIONS OF EMPLOYMENT

Section 1

The following police uniforms and equipment shall be provided by the Employer as initial issue:

1. One (1) winter coat, three (3) winter shirts, three (3) pairs of medium weight pants or skirts, two (2) clip-on ties, all required leather gear, badges etc., one (1) firearm semi-automatic pistol, one (1) summer jacket, three (3) summer shirts, one (1) pair of shoes, one (1) summer hat, one (1) winter hat, and one (1) Second Chance ballistic vest (to be replaced every five (5) years or sooner, if necessary).

Section 2

A clothing allowance of \$250.00 will be set for each Employee per year. The account will be continuous with the sum of \$250.00 added at the beginning of each year.

1. The Employer stipulates that which constitutes uniform components.
2. The Employer stipulates from whom the uniforms are to be purchased.
3. Orders for uniforms will be approved by the Employer.
4. The allowance set aside for each Employee will be utilized to purchase replacement uniforms, shoes and/or leather gear as needed.
5. All replaced uniforms shall be turned in to the Director of Public Safety when requested.

Section 3

Whenever an Employee is discharged or suspended, the Employer shall notify the Union President orally that such action has been taken. Said notice shall be reduced to writing within twenty-four (24) hours and forwarded to the Union Representative, All grievances in regard to discharge or suspension shall begin at Step 3 of the grievance procedure contained in this Agreement.

Section 4

The Employer shall provide a bulletin board to be used by the Union. The Union shall have the right to post, without approval, notices of Union meetings, Union elections and the results of same, Union information and notices of recreational and social events. Offensive materials shall not be posted on said bulletin board.

Section 5.

Union Representatives may visit the Department at reasonable times during the working hours, but shall not hinder or interfere with the operations of the Department.

Section 6

The Employer shall furnish to the Union President and the FOP Labor Council Representative a copy of the rules and regulations of the Cheboygan Department of Public Safety, along with subsequent changes or additions thereto. The Union shall have recourse through the grievance procedure on the reasonableness of any subsequent change or addition thereto.

Section 7

With the exception of Cheboygan Department of Public Safety emergency situations, no Employee will work more than sixteen (16) consecutive hours of straight shift work. This will be interpreted to mean that no Employee may work three (3) consecutive shifts of regular patrol duty. This excludes court time, investigative time, stakeouts et cetera.

Section 8

Members of this bargaining unit shall be permitted to participate in the Employer Deferred Compensation Program.

ARTICLE XX - HEALTH AND SAFETY

All legal obligations and duties imposed by law upon the Employer or the Employees for the preservation of life and property shall be complied with to the fullest extent.

A. The Employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.

B. When, in the opinion of an Employee or the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered proper subject for grievance to be taken up pursuant to the regular grievance procedure.

ARTICLE XXI - BARGAINING

Section 1

Special conferences for important matters will be arranged between the Union President and the Director of Public Safety, or his designated representative, upon the request of either party. Such matters shall be between up to two (2) representatives of the Employer, two (2) representatives of the Union and the FOP Labor Council Representative.

ARTICLE XXII - STRIKES AND LOCKOUTS

Section 1.

No lockout of Employees shall be instituted by the Employer during the term of this Agreement.

Section 2

No strikes of any kind, including the so called "blue flu", within the bargaining unit shall be caused or sanctioned by the Union during the term of this Agreement. Public Safety and the protection of property shall be the only consideration of the Public Safety Department personnel, regardless of strikes within the community.

ARTICLE XXIII - PLEDGE AGAINST DISCRIMINATION & COERCION

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the rights of Employees and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any Employee's activity in an official capacity on behalf of the Union, or for any other cause.

ARTICLE XXIV - DURATION AND RENEWAL

This Agreement shall be binding on the parties hereto and their successors and administrators. The terms of this Agreement shall become effective as of July 1, 1998 except as otherwise noted, and shall continue in effect until June 30, 2001. The Agreement shall then be automatically renewed for additional periods of one (1) year at a time unless either party shall notify the other at least ninety (90) days before the expiration date of its desire to change, modify or terminate the Agreement.

Furthermore, either party shall be permitted to re-open this Agreement for the sole purpose of discussing and negotiating the topic of Health Insurance. Such desire to re-open shall be served by the requesting party to the other party in writing no later than May 1 of any contractual year.

Dated at Cheboygan Michigan, this _____ day of _____ 1998.

For The Employer:

For The Union

Bill Chlopan
Mayor Bill Chlopan

Stephen R. Warren
Stephen R. Warren, President

Joe Hiller
Councilman Joe Hiller

C. M. Torrence
C. M. Torrence, Chief Stewart

Charles Krawczewski
Councilman Charles Krawczewski

Thomas Kreis
Thomas Kreis, Union Representative

Winifred L. Riddle
Councilwoman Winifred Riddle

Carl B. Oxley II
Councilman Carl B. Oxley II

Vaughn Temple
Councilman Vaughn Temple

Robert Spinella
Councilman Robert Spinella

Scott McNeil
City Manager Scott McNeil

Sharon A. Arnold
City Clerk Sharon Arnold

SCHEDULE A
CLASSIFICATION AND RATES OF PAY

The following wage schedule shall be effective on the dates indicated:

| <u>Classification</u> | <u>07/01/98</u> | <u>07/01/99</u> | <u>07/01/00</u> |
|-----------------------|-----------------|-----------------|-----------------|
| Start | \$10.13 | \$10.51 | \$10.88 |
| Upon 6 mos. service | \$10.72 | \$11.12 | \$11.51 |
| Upon 12 mos. service | \$11.34 | \$11.76 | \$12.17 |
| Upon 18 Mos. service | \$11.89 | \$12.33 | \$12.76 |
| Upon 24 mos. service | \$12.51 | \$12.98 | \$13.43 |
| Upon 30 mos. service | \$14.01 | \$14.53 | \$15.04 |
| Upon 36 mos. service | \$15.19 | \$15.76 | \$16.32 |

The Sergeant rate of pay will be 10% above that of Senior Officer rate.