

6/30/97

Clare, City of

AGREEMENT

BETWEEN

CITY OF CLARE

AND

POLICE OFFICERS
LABOR COUNCIL, MICHIGAN

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AGREEMENT

This Agreement is made on the 1 st day July 1994, between the City of Clare, hereinafter referred to as "City", and the Labor Council, Michigan Police Officers Labor Council, hereinafter referred to as "Union".

ARTICLE 1

- A. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the City of Clare recognizes the Labor Council, Police Officers Labor Council, as the exclusive collective bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.

- B. The Bargaining Unit shall consist of all employees of the City of Clare Police Department as follows: Full-time patrolmen, lieutenants, sergeants and dispatchers, exclusive of part-time police officers, the Chief of Police, clerical employees and any other Police Department employees.

ARTICLE 2

Rights of the Employer

Except as otherwise specifically provided herein, the management of the Clare City Police Department, the determination of all matters of management policy; the services to be furnished; the nature of and number of facilities and departments to be operated and their location; the direction of the working force; including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer, or lay off employees or to reduce or increase the size of the working force; to establish rules and regulations or to make judgements as to the ability and skill, is within the sole prerogative of the Employer who shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except where otherwise provided in this agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Clare City Police Department.

ARTICLE 3

Dues Deductions

- A . Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit, providing, however, they will be bound by the provisions of Section C below. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.
- B. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorized the Union and the City without recourse to rely upon and honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.
- C. All employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

- D. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from any employee's pay of Union dues or representation fees, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

- E. The Employer, upon receiving a signed statement from the Union indicating that an Employee has failed to pay Union dues or representation fees shall immediately dismiss said Employee. Provided, however, that said Employee had been previously informed, at least thirty (30) days prior, of the requirement to render such fees or dues.

ARTICLE 4

Leave of Absence

- A. A personal leave of absence without pay may be granted to employees at the convenience and discretion of the City for a limited period not exceeding thirty (30) days with extension privileges at the option of the City. Employees will be required to request a leave of absence, in writing, as far in advance as possible; present your request to your supervisor for approval from the City Manager before the leave can be granted.
- B. An approved leave of absence assures Employee that every effort will be made to place the employee in a comparable position when the employee returns to work. All vacation time, personal time and compensatory time must be used prior to granting of a long-term personal leave of absence. In the event the long-term personal leave is for medical reasons, all sick time must be used prior to leave being granted.
- C. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid leave of absence. After said thirty (30) day period, the employee, if he/she chooses, shall make arrangements with the Employer, for continuation and payment of said benefits if permitted by the insurance carrier. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence.
- D. Leave of absences for maternity shall not exceed thirty (30) working days. The employee shall be allowed to use any or all accrued sick time, including personal time and vacation time, without loss of seniority.

ARTICLE 5

Holidays

Section 1.

All employees shall receive nine (9) paid holidays. These holidays are:

Memorial Day	day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Years Eve
	New Years Day

For those employees whose work falls on a holiday, holiday pay shall be received for the day worked. In the event an employee is required to work on a holiday, he/she will be paid for that holiday at a rate of 1-1/2 times his/her regular rate in addition to his/her regular rate of pay for the holiday.

Section 2.

When one (1) of the nine (9) paid holidays falls within an eligible employee's approved period of vacation and he/she is absent from work during his/her regular work week, he/she shall be paid for such holiday.

Section 3.

In order to be eligible for holiday pay an employee must satisfy all the following conditions and qualifications:

1. The employee must work the scheduled hours on the employee's last scheduled work day before the holiday and the employee's first scheduled work day after the holiday, unless otherwise excused by the Employer. (ex: vacations).
2. The employee must be on the active payroll as of the date of the holiday. For the purpose of this section, a person is not on the active payroll during unpaid leaves of absence; lay-offs, or on a disciplinary suspension.

ARTICLE 6

Vacation

Effective July 1, 1994 All full-time regular employees shall earn vacation hours each pay period. Pay period is defined as every two weeks.

<u>Yrs. of Employment</u>	<u>Pay Period</u>
0 to 2 years	2.16 hours
2 to 5 years	4.31 hours
5 years or more	6.46 hours

As a means of implementing this change, effective August 1, 1994, the following employees will be credited with the following vacation hours:

Tim Rynearson	97.00 hours
Tom Drury	59.00 hours
Barry Babcock	59.00 hours
Tom Fraser	52.00 hours
Al White	103.00 hours
Steve Huymphrey	91.00 hours
Bonnie Sweet	162.00 hours

Employees with five (5) years of service may at the employee's option, receive seven (7) days pay in lieu of seven (7) days of vacation leave.

ARTICLE 7

Paid Leave - Sick, Personal and Funeral

Section 1.

All employees shall earn 3.69 hours sick leave per two-week pay period. The sick leave will be credited at the beginning of the pay period. Employees will be allowed to accrue a maximum of 480 hours. Employees may receive half-pay at regular rate for any accumulated sick leave over 480 hours

Section 2.

Employees who retire under normal or disability retirement shall be paid for such accumulated sick or personal leave days at their regular rate of pay.

Section 3.

Employees shall report illness to the Chief of Police or his/her designee at least three hours in advance when possible.

Section 4.

Employees shall notify the Chief of Police or his/her designee twenty-four (24) hours in advance prior to taking personal leave day.

Section 5.

Sick leave shall be used for personal illness or injury. After three (3) consecutive days of absence on sick leave, the Employer may request a physician's statement to verify such illness or injury.

Section 6.

Employees may use up to three (3) calendar days of sick leave per calendar year as personal days. Not more than two (2) days personal may be taken consecutively. Personal days shall be used solely for the purpose of attending to or caring for personal matters which can only be accomplished during work hours and shall not be used to continue vacation time. Special exceptions may be granted by the City Manager.

Section 7.

Employees who have completed ten (10) continuous years of employment with the City and who leave the employ of the City, either voluntarily or involuntarily, prior to retirement shall be paid for one-half (1/2) of their unused, accumulated sick leave.

Section 8.

In the event an employee sustains an occupational injury, he/she will be covered by appropriate Workman's Compensation Laws. In addition to the benefits received by Workman's Compensation Insurance, the affected employee shall receive the difference between what the Workman's Compensation Insurance pays and 100% of the employee's take home pay for a period not to exceed five (5) weeks.

Section 9.

An employee shall be granted up to three (3) funeral leave days (including the day of the funeral) with pay, due to a death in the immediate family. Immediate family shall be defined to include: parents, parents-in-law, spouse, child, sister or brother. An employee shall be granted one (1) funeral leave day, with pay, for the purpose of attending funerals of other close relatives. Definition of close relatives shall be: aunt, uncle, niece, nephew, sister-in-law, brother-in-law or cousins. Extensions of funeral leave with pay may be granted, upon request to the City Manager by an employee, in cases of extenuating circumstances or extreme hardship. The decision of the City Manager as to granting the extension shall be final and not subject to the grievance procedure set forth in this Agreement.

ARTICLE 8

Medical and Hospital Benefits

Section 1.

Effective October 1, 1994, the City will provide the following Blue Cross Medical, Dental, Prescription, and Vision Care Coverage with the following riders and form numbers:

Comprehensive Semi-Private Hospital Care Certificate			0959
Professional Services Group Benefit Certificate			1879
XF	0627	EF	1991
D45NM	2288	ML	1892
ASFP	5821	CNM	6600
CNP	3687	GLE-1	9930
COB-3	0540	NC	4359
FC	4655	SD	4651
HMN	5227	SAT-II	4081
PTB	5687	XTMJ	7103
RDC	3691	RAPS	7469
SOT-PE	9909	SUBRO2	5220
BMT	4398	HCB-1	7021
PPNV-1	4639	TSA	3693
Preferred RX Drug Program Certificate			3607
PD-CR \$5.00	3506		
Vision Care Group Benefit Certificate A-80			4770
Group Dental Certificate Comprehensive Preferred Plan			4677
CR-25-50-50	4678	MBL-800	4683
OS-50-800	4688	CDC-FC	4692
D-XTMJ	7104		
Master Medical Supplemental Certificate Option II			4780
MMC-PD	4786	MMC-XTMJ	7106
MMC-PDC	4788	RAPS2	7057

Section 2.

Effective October 1, 1994, each Union employee will be responsible for a monthly payroll deduction of \$20 for their health insurance.

ARTICLE 9

Life Insurance Benefits

The City shall provide for each employee a Twenty-Five Thousand and no/100 (\$25,000.00) Dollar life insurance policy with double indemnity for accidental death.

ARTICLE 10

Retirement

Section 1.

The City shall participate in the Municipal Employees Retirement System (MERS). The City shall provide the following benefits: Program B-2, Option FAC-3, Option F-50.

Section 2.

Effective January 1, 1995, the City will be responsible for all employee contributions to the MERS program.

ARTICLE 11

Discharge and Discipline

Section 1. Discharge and Discipline

The concept of progressive discipline for just cause is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infractions without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

Section 2. Notice of Discharge or Discipline.

The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or Alternate Steward of the discharge or discipline.

Section 3.

Upon request, the Employer or his/her designated representative shall discuss the discharge or discipline with the employee and the Chief Steward, Alternate Steward or a representative of the Police Officers Labor Council.

Section 4.

In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than one (1) year previously, provided that like offenses committed by the employee are exempt from this provision.

ARTICLE 12

Bulletin Boards

The Union shall have regularly allocated space on the bulletin board for its use. Notices must be signed by the Steward for the Union and approved by the Management before posting.

ARTICLE 13

WAGES

Salaries for officers shall be as follows:

	Effective 7/01/94	Effective 7/01/95	Effective 7/01/96
Starting to One Year	24,426	25,159	25,914
One Year to Two Years	25,400	26,162	26,947
Two Years to Three Years	26,444	27,237	28,054
Over Three Years	27,446	28,269	29,117
Salary for Lieutenant:	28,079	28,921	29,789

Salaries for dispatcher shall be as follows:

	Effective 7/01/94	Effective 7/01/95	Effective 7/01/96
Starting to One Year	15,810	16,284	16,773
One Year to two Years	20,138	20,742	21,364
Two Years to Three Years	20,895	21,522	22,168
Over Three Years	21,978	22,637	23,316

ARTICLE 14

Longevity Pay

Section 1.

- A. As of December 1st each year, employees that have completed three years of service shall receive a Longevity payment that is 3% of the employees base annual salary, as indicated in Article 13.
- B. As of December 1st each year, employees that have completed seven years of service shall receive a Longevity payment that is 4% of the employees base annual salary, as indicated in Article 13.
- C. As of December 1st each year, employees that have completed twelve or more years of service shall receive a Longevity payment that is 6% of base annual salary, as indicated in Article 13.

This longevity payment will be received on the first regular payroll in December.

Section 2.

As a means of transitioning from paying Longevity on the employees anniversary date to December 1st, the following Longevity payments will be received on the first regular payroll in December 1994 for the following employees:

Tim Rynearson	\$1,685
Tom Drury	\$1,647
Barry Babcock	\$ 823
Tom Fraser	\$ 823
Al White	\$ 205
Bonnie Sweet	\$ 405
Steve Humphrey	Not Eligible

ARTICLE 15

Grievance Procedure

Section 1. Definition of a Grievance.

A grievance is defined as a disagreement arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

Section 2. Grievance Procedure

Step One: An employee or group of employees having a grievance shall present it orally to the Chief within three (3) working days after the incident which gave rise to the grievance or within five (5) working days of the date the employee should have reasonably become aware of the condition giving rise to the grievance, whichever is later, in order for the matter to be considered under this Agreement. If the employee wishes to have the Steward present, he/she will notify the Chief, who will make the arrangements.

Step Two: The Chief will give his/her verbal answer no later than the end of his/her shift on the next regular work day. If the oral answer of the Chief is unsatisfactory, then the grievance must be submitted in writing to the City Manager within seven (7) working days of the oral answer.

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

Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may appeal in writing to the City Manager.

Within ten (10) working days of receipt of the grievance the City Manager shall hold a hearing with the grievant and the Union in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or Alternate Steward and/or a Union representative or a National representative. Representation of the Employer and the Union shall not exceed three (3) each, not including the grievant. If the grievance affects more than one (1) employee the Union shall designate one (1) employee as representative of the group.

Within seven (7) working days following the conclusion of hearing(s) the City Manager or his/her designee shall provide the grievant and the Chief Steward or Alternate Steward a written disposition of the grievance.

Step Four: In the event of an unsatisfactory decision, the Union representative may submit the grievance to arbitration within thirty (30) working days following the conclusion of the Step Three answer. Written notice to the Employer shall constitute a request for arbitration.

The Employer and the Union shall meet within seven (7) working days after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relation Commission shall be requested to submit a panel of arbitrators consisting of seven (7) names. The parties shall then meet and alternately strike one (1) name at a time from the list until only one (1) name remains. That person shall automatically become the arbitrator who will hear the dispute. The right to strike a name first will be agreed by the parties.

The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument and submission of briefs. The decision of the arbitrator will be final and binding on all parties and judgement therein may be entered in any court or competent jurisdiction.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Union provided that each party will be responsible for their own attorney fees and costs.

The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms of this Agreement. Any findings by the arbitrator must derive its essence and be based upon specific and express terms of the collective bargaining agreement and any findings of fact or determinations to the contrary are a nullity and of no force and effect. While the arbitrator has the right to modify a penalty, he/she shall not substitute his/her judgement for that of the Employer unless the Employer has acted in an arbitrary or capricious manner.

Section 3. Restitution/Reinstatement.

Should a settlement between the parties be agreed upon at any step of the grievance procedure or should an arbitrator's opinion and award conclude the aggrieved employee was unjustly discharged, demoted, or suspended without just cause, in either event it is the terms of the parties settlement or the arbitrator's award that is determinative of the grievant's rights and will be implemented. An arbitrator's award is final and binding upon the parties. In the event an employee is reinstated with back pay, the Employer is entitled to an off set of all interim earnings including unemployment benefits, worker's compensation benefits, employment or self-employment earnings or loss of time benefits. A decision or settlement may be made to reinstate the employee without back compensation.

Section 4. General Provisions.

Timeliness is of the essence and failure of the grievant to appeal the decision within the specified time limits at any step shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the Employer fails to render a decision on a grievance within the specific time limits.

Steps of the grievance procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure. Time limits herein provided for may be extended upon written consent of the parties. Saturday, Sunday and holidays shall be excluded from the grievance procedure time limits.

The Employer and grievant may adjust a grievance without the involvement of the Union, provided the adjustment is not contrary to any of the provisions of this Agreement. Further, providing the Chief Steward is notified of the adjustment.

Section 5. Election of Remedies.

When remedies are available for any complaint and/or grievance of an employee through an administrative or statutory scheme or procedure, of a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6. Hold Harmless

The Employee agrees to defend, indemnify and save the Union harmless against any and all claims, lawsuits or other forms of liability arising out of any applicability of Section 5 (Election of Remedies) of this Article.

ARTICLE 16

Layoff and Recall

Section 1. Policy

For the purpose of this section, "Layoff" shall mean a reduction in work force. Full-time employees shall not be laid-off, however, for the purpose of circumventing the collective bargaining process or the authority of the State Union of Michigan, Fraternal Order of Police Labor Council of bargaining with respect to wages, hours of employment and other working conditions. Correspondingly, the Council may, at its discretion initiate a grievance on behalf of the Bargaining Unit at Step Two of the Grievance Procedure if the Council interprets that a layoff in a full-time position being accomplished by part-time employees while the full-time employee is on layoff status.

Section 2. Layoff Procedure

If it becomes necessary to lay off any employees, the City shall notify the employees fourteen (14) calendar days in advance of the layoff. The Steward will receive a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees. The following procedure for layoff shall be used.

1. Employees shall be laid-off by job classification in the following order: first - part time employees; second - probationary full-time employees; third - regular full-time employees. Regular full-time employees in the affected job classification shall be laid-off by inverse seniority.
2. Employees laid-off from their job classification may exercise seniority to displace a junior employee in any lower job classification in the Police Department for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision. If that employee is unable to perform the job within five (5) working days, said employee shall not be allowed to displace the junior employee for the job in question.

3. An employee on layoff status that is working on a part-time basis in the Police Department shall receive the standard rate of pay for full-time employment in that job classification, given the employee's seniority.
4. In no event will employees laid-off during the term of this Agreement for a continuous period equivalent to his/her seniority or for a continuous period in excess of two (2) years, which ever is the less, retain their seniority.
5. An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this agreement and shall be notified by the City by certified mail, addressed to the last known address of the employee.

Section 3. Recall Procedure

When the work is increased after a layoff, employees shall be recalled according to their seniority with the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff providing said employee maintains M.L.E.O.T.C.

1. Notice of recall shall be sent to the employee at his/her last known address by certified mail to addressee only, return receipt requested.
2. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall, he/she shall be considered a voluntary quit.
3. An employee on layoff status will be recalled to full-time employment status if the employee has worked on a part-time basis in his/her former job classification on an average of thirty-six (36) hours a week for twelve (12) consecutive weeks.

ARTICLE 17

Subcontracting

The City shall have the right to subcontract services as needed. Subcontracting shall not be used for or to erode the bargaining unit work force.

ARTICLE 18

Cleaning of Uniforms

Section 1.

Dry cleaning of police uniforms shall be provided by the City to the members of the Union at no cost.

Section 2.

An employee occupying the position of "Detective" shall be entitled to and receive a clothing allowance in the sum of Four Hundred and No/100 (\$400.00) Dollars per year and a cleaning allowance in the sum of Two Hundred and No/100 (\$200.00) Dollars per year, and a shoe allowance of Fifty (\$50.00) Dollars per year. This position will not receive any allowance for shoes that is specified in Article 18, Section 3. Said sums will be due and payable during the first regular payroll of December each year of this Agreement.

Section 3.

Effective July 1, 1994, employees shall receive a one hundred dollar (\$100.00) shoe allowance every other year.

ARTICLE 19

Education or Training Programs

Section 1.

When the Employer mandates and sends an employee to an educational or training program or seminar on the employee's regular day off, or the employee on-duty and the training session extends past the normal end of the scheduled shift, the employee shall choose either overtime pay or compensatory time for hours spent in such training. Time spent in mandatory educational training programs or seminars will begin upon the employee reporting to the Police Department and end upon the return to the Police Department.

Section 2.

The Employer will pay actual and necessary expenses for employees sent to educational or training programs and seminars.

Section 3.

When an employee attends a non-mandatory educational or training program on his/her regular day off, the employee shall not be paid for such days but will receive other days off from his/her regular work schedule with pay.

Section 4.

Employees shall be required to attend training programs or seminars which are job related. Exceptions shall be made when employee(s) are on vacation, sick leave or other approved leaves.

ARTICLE 20

Work Week

Section 1. Hours of Work

Employees shall work eighty (80) hours in a two week period. The normal work day shall be eight (8) hours. Employees shall be paid either once a week or once every two (2) weeks, at the Employer's discretion, provided that employees are notified at least thirty (30) days in advance of a change in the payment schedule. All paid leaves shall be counted as time worked. Overtime hours shall be paid at 1-1/2 times the employees regular hourly rate of pay. Daily and weekly work schedules shall be posted a minimum of two (2) weeks in advance. Such schedules may be amended by the Employer from time-to-time as required by conditions and operations of an emergency nature unforeseen by the Employer at the time such schedules were originally posted.

Section 2. Break Periods

Employees shall receive a lunch break not to exceed forty (40) minutes, to be taken at the midpoint of the work shift or as close to the midpoint as work allows. Employees shall also receive two (2) breaks not to exceed fifteen (15) minutes each, one (1) to be taken in the first three (3) hours and one (1) to be taken in the last three (3) hours of the shift.

Section 3. Compensatory Time

Employees shall be permitted to choose either overtime pay or compensatory time for overtime hours worked. Such compensatory time will be credited to the employee and banked to a maximum of thirty-two (32) hours.

Compensatory time will be credited at the rate at which it is earned. (i.e., if time and one half to be paid, then comp time to so reflect)

Employee's requesting to take a compensatory day off with pay will notify the Chief of Police at least twenty-four (24) hours in advance in writing. The Chief of Police may grant or deny the request, but shall not be arbitrary or capricious in his/her decision. Further, the Chief of Police shall decide if the vacancy created by an employee taking a compensatory day off will be filled or not.

Upon the termination of employment for any reason, or death of an employee, he/she or his/her heirs shall be paid for all unused accumulated compensatory time.

Section 4.

Full-Time employees shall be offered scheduled overtime before part-time officers. Scheduled overtime shall be defined as those instances when additional officers are required for special events or tasks and shall not include vacancies created by vacations, sick leaves or other such leaves.

ARTICLE 21

Hiring of New Officers

Section 1

The police force of the City of Clare shall consist of a minimum of one (1) full-time dispatcher and three (3) full-time officers. If the force should fall below this strength, then additional non-supervisory employees shall be hired within five (5) months. This provision does not apply if a layoff or other reduction in personnel is dictated by the economy.

Section 2. Probationary Period - Hiring of New Officers.

New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of employment. Employees who have not completed their probationary period may be disciplined, laid-off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance procedure. The Union shall represent probationary employees for the purpose of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period he/she shall be entered on the seniority list from his/her date of hire. There shall be no seniority among probationary employees.

ARTICLE 22

Off Duty Pay

Any officer who is off duty and is called in to attend court or other judicial functions on behalf of the City, for instances arising out of performance while on duty, or for administrative reasons shall receive a minimum of two (2) hours pay.

Said pay and any additional hours legitimately performed by the employee shall be paid at a rate of 1-1/2 times his/her regular hourly rate of pay. In the event the employee is required to attend court outside of his/her jurisdiction on a court matter that is related to his/her performance as a police officer, he/she shall be paid in the manner described above. Any subpoena fees received from a court outside the employee's jurisdiction shall be turned over to the City Clerk's Office.

ARTICLE 23

Uniforms, Equipment, and Safety

Section 1. Uniforms and Equipment.

The Employer shall furnish and provide for the replacement of uniforms and equipment, subject to reasonable rules for their preservation, use and care as the Employer may determine. Each full-time officer shall be furnished the following:

1. Five (5) long sleeve shirts of quality manufacture;
2. Five (5) short sleeve shirts of quality manufacture;
3. Four (4) pairs of trousers (or skirts) of quality manufacture;
4. One (1) winter uniform car coat;
5. One (1) windbreaker;
6. One (1) fur trimmed mouton winter hat;
7. One (1) summer service hat with bill and wire structure support;
8. One (1) Sam Browne belt with buckle and fastener;
9. One (1) holster suited for strong hand side of the employee;
10. One (1) flap-style handcuff case;
11. One (1) pair of Peerless or Smith and Wesson handcuffs;
12. One (1) Sig Sauer 9 mm semi-automatic pistol (Model 226);
13. Every twelve (12) months the City agrees to exchange 46 rounds of 9 mm factory ammunition for each employee;
14. The City shall provide 300 rounds of practice ammunition per year;
15. The officers shall be allowed to carry their weapons on their "strong" side; and

Each full-time dispatcher shall be furnished uniforms as described in item nos. 1, 2, 3 and 16 above and two (2) blazers.

Section 2.

It is agreed that the Employer may issue a Smith and Wesson Model 66, .357 cal. revolver in the event that a replacement weapon is needed due to a 9 mm weapon being serviced or repaired and no other 9 mm weapon is readily available.

Section 3.

The City of Clare agrees to maintain police vehicles and equipment in safe condition. This shall include an annual examination of the officers' handguns, described in item 12 of this Article.

Further, in the event that an employee is of the opinion that a patrol vehicle is not safe for use, the employee shall immediately report same to his/her immediate supervisor stating the reason(s) for his/her opinion. The vehicle in question will then be taken to a mechanic, chosen by the Employer, for inspection. If in the opinion of the mechanic, the vehicle is not safe for use, the vehicle will be removed from service until such time as it is repaired or replaced. If, in the opinion of the mechanic, the vehicle is fit for service, it shall be placed back into service. If the employee is still of the opinion that the problem was not repaired or resolved, the employee may request an inspection of the problem by an independent mechanic chosen by the Employer.

ARTICLE 24

Union Bargaining Committee

Section 1.

The bargaining committee of the Union will include not more than three (3) employees of the Employer and not more than one (1) non-employee representative of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the names of all members of the bargaining committee to the Employer.

Section 2.

There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee.

Section 3

In the event that negotiation meetings are held at a time when an employee representative would normally be on duty, said employee will be paid at his/her regular rate but only for those hours that he would normally have been working. When computing overtime for such employees, normal working hours spent in negotiations will be computed just as though they were spent on duty.

ARTICLE 25

Representatives

Section 1

The two (2) employee representatives on the bargaining committee shall also be designated by the Union to act as the Chief Steward and Alternate Chief Steward (only in the absence of the Chief Steward), for the purpose of processing grievances.

Section 2

In the event that it becomes necessary for the Steward to process a grievance on what would be normal duty time, he/she shall be paid at his/her regular rate for that time just as though he/she was working; PROVIDED, HOWEVER, such time spent must be kept at a minimum and be reasonable.

Section 3

The City agrees that accredited representatives of the Union, whether local, state, or national representatives, shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice of their desired meeting in writing to the Chief of Police or his/her designated representative, and will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department and shall be limited to a reasonable length of time.

ARTICLE 26

Special Meeting

Special meetings between the Employer and the Union may be held at any time either party submits a written request to the other party. Such request must specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meeting.

ARTICLE 27

Association Leave

Leaves with pay will be granted to Union members of the bargaining unit of the Police Officers Labor Council for the following reasons:

1. One (1) man for one (1) day each calendar year to attend the Police Officers Labor Council meeting.

ARTICLE 28

False Arrest Insurance

Section 1

The City shall provide and pay premiums on False Arrest Insurance for each employee in the amount of \$500,000.00 per employee per incident with not less than \$1,000,000.00 cap.

Section 2

Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by alleged negligence or other acts of the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will pay for, engage in, or furnish the services of an attorney to advise the officer as to the claim, to appear for, and to represent the employee in the action.

The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgement for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the officer, pay, settle, or compromise the judgement (The Employer will make the selection of the attorney or attorneys to represent officers in any particular matter and allow the individual employee to object to the selection if he/she has cause to do so.)

ARTICLE 29

Termination

This Agreement shall be effective on the 1st day of July, 1994 and shall remain in full force and effect through the 30th day of June, 1997. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated.

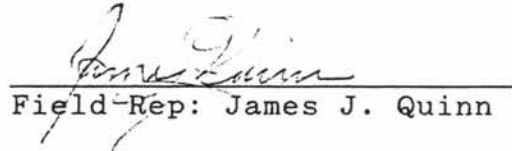
This Agreement may be extended by mutual agreement on a day to day basis after termination.

FOR THE CITY:

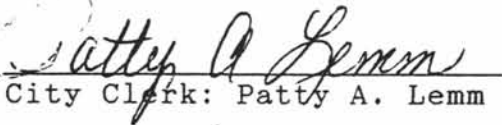
POLICE OFFICERS LABOR
COUNCIL:



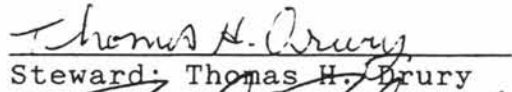
Mayor: Allen E. Demarest



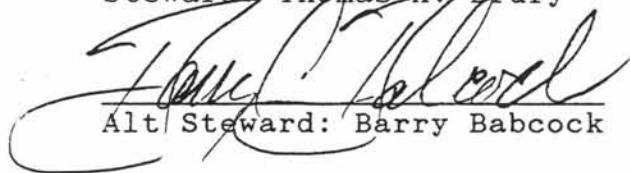
Field Rep: James J. Quinn



City Clerk: Patty A. Lemm



Steward: Thomas H. Drury



Alt Steward: Barry Babcock

LETTER OF UNDERSTANDING

A LETTER OF UNDERSTANDING BETWEEN THE CITY OF CLARE AND THE POLICE OFFICERS LABOR COUNCIL REGARDING ARTICLE 6, VACATION, OF THE LABOR AGREEMENT.

WHEREAS, the City of Clare received a letter from Officer Alan White stating that the change in Article 6 of the Labor Agreement would reduce the amount of vacation accrual he should receive; and

WHEREAS, the previous labor agreement provided that employees would be credited with 21 days of vacation leave on their fifth anniversary; and

WHEREAS, the current labor agreement accrues vacation leave each pay period; and

WHEREAS, the intent of this language is purely administrative and not a change in the structure of the vacation leave benefit; and

WHEREAS, based on the language in the current agreement, employees that have completed four years of service would be losing one week of vacation leave (7 days); and

WHEREAS, it is in the best interest of the City and the Police Officers Labor Council to clarify this oversight.

NOW, THEREFORE, BE IT RESOLVED that the City of Clare and Police Officers Labor Council agree to the terms and conditions listed below:

1. Employees that have completed four years of service will continue to accrue vacation leave at a rate of 4.31 hours per pay period.
2. On an employees five year anniversary date, they will be credited with 56 hours of vacation leave and will begin accruing vacation leave at a rate of 6.46 hours per pay period.

FOR THE CITY OF CLARE:

Vincent Pastue 5/10/95
Vincent Pastue, City Manager Date

FOR THE UNION:

Ray Wallace 4-26-95
Ray Wallace, Field Representative Date
Police Officers Labor Council

Thomas Drury
Thomas Drury, Union Steward

LETTER OF UNDERSTANDING

A LETTER OF UNDERSTANDING BETWEEN THE CITY OF CLARE AND THE POLICE OFFICERS LABOR COUNCIL REGARDING THE TERMS AND CONDITIONS FOR THE EARLY RETIREMENT OF SUZANNE HAUTER.

WHEAREAS, the City of Clare approached the Police Officers Labor Council about providing their approval of an early retirement proposal for Suzanne Hauter; and

WHEREAS, Suzanne is not within the Police Officers Labor Council bargaining unit but in the Municipal Employees Retirement System (MERS) account that covers the bargaining unit; and

WHEREAS, the City of Clare also discovered that the Chief of Police is in the MERS account that covers the bargaining unit; and

WHEREAS, the Police Officers Labor Council expressed concern about this error in regard to the impact it will have on an actuarial valuation of the bargaining unit's MERS account; and

WHEREAS, both parties have discussed these issues and have reached an understanding.

NOW, THEREFORE, BE IT RESOLVED that the City of Clare and Police Officers Labor Council agree to the terms and conditions listed below:

1. The Police Officers Labor Council agrees to the terms of Suzanne Hauter's retirement as stated in City of Clare Resolution 1995-16.
2. The City of Clare agrees to the following:
 - a. Provide an actuarial valuation of the Police Retirement Account with Suzanne Hauter and the Chief of Police with the existing B-2, FAC-3, and F50/25 Waiver.
 - b. Provide an actuarial valuation of the Police Retirement Account without Suzanne Hauter and the Chief of Police with the existing B-2, FAC-3, and F50/25 Waiver.
 - c. Provide an actuarial valuation of the Police Retirement Account without Suzanne Hauter and the Chief of Police with a B-3 Program, FAC-3, and F50/25 Waiver.
 - d. Move Suzanne Hauter and the Chief of Police from the Police Retirement Account to the City of Clare General Employee Account by August 1, 1995.

FOR THE CITY OF CLARE:

Vincent Pastue 5/10/95
Vincent Pastue, City Manager Date

FOR THE UNION:

Ray Wallace 4-26-95
Ray Wallace, Field Representative Date
Police Officers Labor Council

Thomas Drury
Thomas Drury, Union Steward