

2/28/97

AGREEMENT
between
THE VILLAGE OF MANCERLONA
and
THE POLICE OFFICERS LABOR COUNCIL

Mancelona, Village of

Effective: March 1, 1994 through February 28, 1997

AGREEMENT

This Agreement entered into this ____ day of March 1994 and effective March 1, 1994, by and between the Village of Mancelona, hereinafter referred to as the Village and/or Employer, and the Police Officers Labor Council, 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 interests of the Village of Mancelona in its capacity as an employer, the employees, the Union and the people of Mancelona.

The parties hereto recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services for the community.

To these ends the Employer and the union encourage to the fullest degree friendly and co-operative relations between their respective representatives at all levels and among all employees.

RECOGNITION

Section 1.0 Collective Bargaining Agent and Unit. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, and as amended from time to time, the employer hereby recognizes the union for the purpose of collective bargaining with respect to hours, wages and working conditions of all employees in the following described unit:

"All full-time sworn police officers employed by the Village of Mancelona excluding the Chief of Police and all other Village employees."

Section 1.1 Grievance Committee. The Village agrees to recognize a grievance committee composed of two (2) bargaining unit members, one of which shall represent bargaining unit employees for the purpose of processing grievances as provided in the grievance procedure established under this Agreement.

Section 1.2 Bargaining Committee. The Village agrees to recognize a bargaining committee composed of two (2) employee members. The function of the bargaining committee shall be to negotiate new or modified agreements with the Village. The Union may also use non-employee representatives.

UNION SECURITY

Section 2.0 Agency Shop. It is a continuing condition of employment with the Employer that all employees covered by this Agreement, both present employees and new employees, shall, on and after the thirty first (31st) day from the effective date of this Agreement or their respective hiring date, whichever is later, either (1) be and remain good standing members of the Union, or (2) pay to the Union an amount equal to the Union dues as the same are assessed to the member of the Union. Employees who lose their membership in the Union because of failure to pay initiation membership fees and dues, and employees who are not members of the Union but who fail to pay to the Union an amount equal to the union dues as the same are assessed to members of the Union, shall not be retained in the employ of the Employer.

MANAGEMENT RIGHTS

Section 3.0 Rights of Employer. The Village retains and shall have the sole and exclusive right to manage and operate the Village in all of its operations and activities. Among the rights of the Village, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment required to provide such services; to establish classifications of work; to direct and control operations; to maintain order and efficiency; to study and use improved methods and equipment; to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel to work; to establish reasonable work rules

and policies; to make judgments as to ability and skill; to establish and change work schedules, and in all respects to carry out the ordinary and customary functions of management and other rights as provided by law, provided however, that these rights shall not be exercised in violation of any specific provision of this agreement, including this Section, and violations thereof shall be subject to the grievance procedure.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.0 Grievance Definition. A grievance shall be a complaint by an employee or the Union concerning the application or interpretation of this Agreement as written. All grievances shall be processed in the following manner.

Step 1. Within ten (10) days from the events which caused the grievance or the employee's or Union's first knowledge thereof, the grievant through his Steward or together, shall discuss the matter with the Chief of Police. If no satisfactory settlement is reached, the grievance shall be reduced to writing by setting forth the provisions of the Agreement alleged to be violated and the desired remedy. The grievant or the Union Steward shall sign the grievance.

Step 2. Within three (3) days from the oral answer by the Chief in Step 1, the written grievance shall be submitted to the Chief. The Chief shall give his written disposition of the grievance by placing his answer on the grievance form and within three (3) days he shall return it to the Steward.

Step 3. The unresolved grievance may be submitted to the City Manager/Mayor within five (5) days after receipt of the Chief's written answer in Step 2. The City Manager/Mayor and the Union Committee shall discuss the grievance in an attempt to reach a satisfactory settlement. If no satisfactory settlement is reached, the City Manager/Mayor shall place his written answer on the grievance and, within five (5) days, return the grievance to the Union Steward.

Section 4.1 Request for Arbitration. The Union may request arbitration of any unresolved grievance by filing a written request with the City Manager/Mayor within fifteen (15) days following receipt of the Village's answer in Step 3.

Section 4.2 Selection of Arbitrator. Any grievance which is arbitrable may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of five (5) arbitrators obtained from the Federal Mediation and Conciliation Service (F.M.C.S.) or the Michigan Employment Relations Commission (M.E.R.C.). If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Village and the Union.

Section 4.3 Arbitrator's Powers. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and that he shall have no power or authority to amend, alter or modify this Agreement in any respect. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue which is outside his jurisdiction under this Agreement. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 4.4 Arbitrator's Decision. The Arbitrator's decision shall be final and binding upon the Union, Village, and employees involved, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

Section 4.5. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance involves more than one employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Village or the Union, shall be excused from the hearing after the testimony is completed.

Section 4.6 Time Computation. Saturday, Sunday, and holidays shall not be counted under the time limits established in the grievance procedure.

Section 4.7 Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits are not followed by the Union, the grievance shall be considered settled according to the Village's last answer. If the time limits are not followed by the Village, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement of the parties.

Section 4.8 Lost Time. No member of the Grievance Committee shall lose pay for time spent attending grievance hearings during working hours.

SPECIAL CONFERENCES

Section 5.0 Special Conferences. Special conferences may be arranged by mutual agreement between the parties to discuss matters of mutual concern. Both parties agree that the Special Conference shall not require either party to engage in negotiations without its consent during the term of this Agreement.

CURTAILMENT OF WORK

Section 6.0 No Strike Pledge. The parties agree that all disputes concerning wages, hours and conditions of employment as provided in this Agreement will be resolved according to the grievance procedure established herein, and the Union will not cause or permit its members to cause nor will any member of the Union cause any strike, curtailment of work, restriction of work or interfere with the efficient operation of the Police Department.

HOURS OF WORK

Section 7.0 Workday and Work Week. The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours, five (5) days per week, with the understanding that this shall not restrict the Employer's rights to schedule overtime.

Reasonable shift starting times will be set by the Chief of Police.

Employees shall take a paid one-half (1/2) hour lunch break as close to mid-shift as operations permit. They are also entitled to one paid fifteen (15) minute break before lunch and one (1) paid fifteen (15) minute break after lunch, if operations permit. Employees are to remain within the Village limits during lunch and breaks, unless otherwise approved by the Chief of Police.

Section 7.1 Overtime Premiums. the Basis for computing overtime will be arrived at by dividing the employee's annual rate of pay by 2080 hours which will give the rate per hour, and the employees are to receive one and one-half (1½) times

such hourly rate, for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. However, when the posted schedule (not applicable to a call-in situation) requires an employee to double back on another shift on the same day or continue his tour of duty by consecutive days into a new work week, this shall not result in overtime premium pay.

Section 7.2 Overtime Approval. Overtime pay shall be paid only on written confirmation by the Chief of Police, and which written confirmation shall not be unreasonably withheld.

Section 7.3 Unworked time. Time off for holidays or sick days shall be counted as time worked for the purpose of computing overtime.

Section 7.4 Overtime Pyramiding. Overtime shall not be pyramided, that is, if computed for a day, the same overtime shall not again be computed for the work week. The Employer will not change scheduled pass days in order to avoid the payment of overtime.

Section 7.5 Over Distribution.

- (a) Employees shall perform reasonable amounts of overtime upon request.
- (b) Overtime shall be distributed more evenly among the employees, by the Employer, and not more than a forty (40) hour differential between employees shall be maintained by the Employer. An employee's attendance in court or attendance at either a prosecutor's or Village attorney's office, or an employee's time spent in investigation shall not be used in figuring the forty (40) hour limitation on overtime differential. Where an employee waives his or her right to overtime when called, or is on vacation or sick leave, that employee shall be charged for the actual hours worked the same as if that employee had worked those overtime hours, in figuring the forty (40) hour limitation on the overtime differential.
- (c) Overtime records shall be kept current by the Employer and the Union and overtime records shall always be available for inspection by members of the Union. The Employer and a member of the Union, designated by the Union, shall cooperate in maintaining a fair and coordinated overtime schedule satisfying the requirements of this Agreement.

Section 7.6 Auxiliary Police. Auxiliary police may be used to perform police duties at the discretion of the Employer provided that the use of auxiliary police does not deprive employees of overtime work, according to the established overtime procedures.

Section 7.7 Call Back Pay.

- (a) Any employee who, in connection with his duties or as a result of his employment as a police officer, is called back at any time other than during the employee's regular normal and ordinary scheduled shift, for the purpose of attendance in court or attendance at either a prosecutor's or Village attorney's office shall only be required to perform the duty or duties in court or at either a prosecutor's office or Village attorney's office, for which he was called back, and he shall be paid not less than four (4) hours pay at his base rate of pay, or overtime premium, as hereinbefore defined, whichever is greater.
- (b) Any employee who, in connection with his duties or as a result of his employment as a police officer is called back at any time other than during the employee's regular normal and ordinary scheduled shift to perform duties other than those set forth in Section (a) hereof, shall only be required to perform the duty or duties for which he is called back, and he shall be paid not less than four (4) hours pay at this base rate of pay, or overtime premium, as hereinbefore defined, whichever is greater.

Section 7.8 Reporting Pay. If an employee is called in at any time within two (2) hours or less before the start of the employee's regular, normal and ordinary scheduled shift as defined in Section 7.11, the employee shall be paid time and one-half (1½) for the actual time worked by him before his regular, normal and ordinary scheduled shift begins.

Section 7.9 Work Schedules. Daily and weekly work schedules, holiday schedules and vacation schedules for the employees shall be made and posted in advance. Such schedules may be amended by the Employer from time to time as required by conditions and operations unforeseen by the Employer at the time such schedules were originally posted, provided that after such changes have been put into effect, any dissatisfaction with them shall be subject to the grievance procedure. Said schedules shall be kept and corrected on a current and timely basis.

Section 7.10 Shift Trading.

- (a) Employees shall be permitted to voluntarily trade shifts provided that such trading shall not unduly impair the operations of the Department nor be repetitive for purpose of outside employment unless such outside employment and the scheduling problems resulting therefrom are approved by the Chief. Employees trading shifts under this clause shall give prior notification to the Chief of Police.
- (b) A voluntary trade of shifts between employees under this clause shall not cause overtime premium to be paid to the employees participating in the same if overtime premium would not have been paid in the absence of such voluntary trading of shifts.

NO LAYOFFS

Section 8.0 No Layoff. The Village agrees that it will not layoff employees in the bargaining unit as a sole result of the increased costs of this agreement.

SICK AND PERSONAL LEAVE

Section 9.0 Sick and Personal Leave Accumulation. Employees shall be granted fourteen (14) paid sick/personal leave days per calendar year. Eight (8) of the fourteen (14) days may be used in a calendar year as personal leave days, subject to the conditions set forth in Section 9.1. The remaining six (6) days are to be credited and used only for sick leave time as described in Section 9.2.

Employees shall be entitled to accumulate a maximum of sixty (60) paid sick/personal leave days. The Village agrees to pay in a lump sum one-half (1/2) of all unused sick/personal leave days annually, after said employees have accumulated the maximum sixty (60) days in his/her sick/personal leave bank.

Section 9.1 Personal Leave. An employee shall, upon written request for good cause, be granted by the Employer personal leave, not to exceed eight (8) days in any calendar year. Such personal leave days shall be paid at 100% of the employee's

base rate of pay posed for the rank at which he/she is regularly employed. Personal family problems shall be included as a reason for requesting personal leave.

Section 9.2. Sick Leave. An employee who is granted sick leave (other than occupational injury, occupational illness or occupational disease) shall be entitled to sick leave benefits at 100% of his/her base pay posted for the rank at which he/she is regularly employed, for a period of time equal to his/her accumulated paid sick/personal leave days credited. Sick leave in excess of accumulated paid sick/personal leave days shall be without pay.

Section 9.3 Paid Sick Leave Resulting From Occupational Injury, Illness or Disease. An employee who shall become ill by reason of occupational injury, occupational illness or occupational disease shall be entitled to benefits of twenty-six (26) weeks, at the difference between 100% of the employee's base rate of pay posted for the rank at which the employee is regularly employed, and the amount of Workmen's Compensation and Social Security benefits received by the employee as a results of said illness, during each calendar year, and while an employee is absent from work resulting from occupational injury, occupational illness or occupational disease, his said days of absence paid shall not be charged against his annual paid sick leave days.

Section 9.4 Paid Sick Leave for Deceased Employees. The family of an employee who dies shall receive payment of the deceased employee's base rate of pay for the rank at which the employee had been employed by the Employer, for the employee's total unused and accumulated paid sick leave and vacation benefits accrued as of the date of the employees death or other accrued benefits as applicable in the terms in this Agreement.

Section 9.5 Paid Sick Leave Retirees. For each of those employees retiring from the Department as retirants as defined by and in accordance with the provision of the Village Retirement Insurance, the Employer shall pay to each such retiring employee, at that employee's base rate of pay for the rank held by the employee at the time of his retirement, one-half ($\frac{1}{2}$) of the employee's accumulated and unused paid sick leave days, but in no event shall a retiring employee be paid for more than one-half ($\frac{1}{2}$) of the sixty (60) accumulated and unused sick leave days.

Section 9.6 Paid Sick Leave Employment Termination. For each of those employees who do not retire from the Department as retirants as defined by and in accordance with the provisions of the Village Retirement Insurance, but for any other reason leave the employ of the Employer, the employer shall pay to

each such employee at the employee's base rate of pay for the rank held by the employee at the time of his leaving the employ of the Employer, one-half ($\frac{1}{2}$) of the employee's accumulated

and unused sick leave days but in no event shall an employee leaving the employ of the Employer in accordance with the provisions of this Section be paid for more than one-half (½) of sixty (60) accumulated and unused sick leave days.

Section 9.7 Extended Sick Leave. Extended sick leave shall be granted automatically upon application from employees for illness or injury subject to the Village's right to require medical proof. An employee may be on sick leave for a period of not more than one (1) year and seniority shall not continue beyond that time. The Village may request as a condition of continuance of any sick leave, proof of continuing disability. In situations where the employee's physical or mental condition raise a question as to the employee's capability to perform his job, the Village may require a medical examination, and if appropriate, require the employee to take a sick leave of absence.

Section 9.8 Payment for Unused Sick and Personal Days. The Village will pay in a lump sum the first pay period in December one-half (1/2) of all unused sick and personal days which total fourteen (14) days annually, after the employee has accumulated the maximum sixty (60) days in his sick and personal leave bank.

BEREAVEMENT LEAVE

Section 10.0 Funeral Leave. If a death occurs among the members of an employee's immediate family, such employee will be granted three (3) days funeral leave with pay not to be charged against the employee's days of paid annual sick leave, provided he attends the funeral unless he is prevented due to unusual circumstances. Additional days are to be extended upon request of the officer when warranted. Immediate family includes the following: father, mother, brother, sister, wife, husband, child, stepchild, mother-in-law, father-in-law, grandfather and grandmother.

HOLIDAYS

Section 11.0 Recognized Holidays. In addition to the annual salary rates provided in Section 15.0 of this Agreement, eligible employees shall be paid eight (8) hours pay for each of the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day Before Christmas Day
Christmas Day

Section 11.1 Holiday Eligibility. Employees' eligibility for holiday pay are subject tot the following conditions and qualifications:

- (a) The employee must work his regular hours on the Village's last regularly scheduled work day before and the first regularly scheduled work day after the holiday, unless a reasonable excuse is given.
- (b) An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused, shall not be entitled to holiday pay.
- (c) If the employee is absent on vacation he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.
- (d) An employee who is otherwise eligible for holiday pay who is placed on non-disciplinary layoff, or who goes on an authorized leave of absence, during the work week prior to or during the week the holiday falls, shall be entitled to holiday pay notwithstanding (a) above.
- (e) The Village agrees to pay officers assigned to work more than three (3) hours into a recognized holiday the full eight (8) hours holiday premium pay, but, holiday premium pay shall only be paid once for each holiday to any one officer.

VACATIONS

Section 12.0 Vacation Benefits. Employees shall be entitled to the following annual vacations, with pay:

- (a) An employee earns one (1) week (5 days) of vacation upon completing one (1) year of employment from his date of hire.
- (b) An employee earns two (2) weeks of vacation (10 days) upon completing two (2) years of employment from his date of hire.
- (c) An employee earns three (3) weeks of vacation (15 days) upon completing six (6) years of employment from his date of hire.

- (d) An employee earns four (4) weeks of vacation (20 days) upon completing ten (10) years of employment from his date of hire.

Section 12.1 Pass Days. If an employee's regular pass day falls in his vacation period, such pass day shall not be counted as a day of vacation. The vacation and pass day schedules shall be effected so that an employee's scheduled pass day falling within the week preceding his scheduled vacation period will fall immediately prior to that employee's scheduled vacation period.

Section 12.2 Vacation Pay Without Leave. In lieu of taking the entire amount of vacation leave to which an employee may be entitled, the employee may elect to remain at work for a period equal to fifty percent (50%) of his vacation time and receive vacation pay for such time he remains at work, in addition to his regular rate of pay for all hours worked.

EQUIPMENT AND CLOTHING

Section 13.0 Equipment. The employer shall furnish and maintain adequate and proper first aid kits for use in Mancelona Police Department vehicles, and the Employer shall furnish uniforms and such other equipment as is reasonably necessary for the welfare and safety of the public and of the employees and the Employer shall continue to provide the necessary devices to insure reasonable protection for all of its employees in the Department. This section is not to be interpreted as requiring the Village to provide any new devices or equipment which is not being used under present conditions. However, this section shall be used to indicate the intent between the parties if these matters come up for discussion.

Uniform replacement will be approved by the Chief of Police.

Section 13.1 Personal Property. Watches, eye glasses and other items of personal property of the employees damaged in the employee's line of duty shall be repaired or replaced by the Employer. This section shall not cover expensive costume jewelry such as watches worth more than \$25.00.

Section 13.2 Clothing Cleaning Allowance. The Village will furnish and pay for uniform maintenance and cleaning.

INSURANCE

Section 14.0 Life Insurance.

- (a) The Employer shall provide term life insurance in the face amount of \$60,000, and accidental death and dismemberment in the face amount of \$60,000 for each employee.
- (b) For each of those employees retiring from the Department, the Employer shall provide a paid up life insurance policy in the face amount of \$50,000.

Section 14.1 False Arrest Insurance. The Village's Personal Injury Liability Endorsement provides coverage for false arrest in the amount of \$3000,000.00 aggregate.

Section 14.2 Hospitalization Insurance. The Employer shall provide each employee and his dependents with comprehensive hospitalization insurance and dental insurance as in force at this time, while he is employed by the Village. The Village will pay all premiums for each employee and his dependents. Further the Village agrees to pay \$50.0 toward the monthly premium for hospitalization insurance for any employee who retires from the Mancelona Police Dept., at the age of 55 yrs with 25 years of service. The Employer also agrees to reimburse the employees up to \$150.00 per year for eye care (examination, glasses, etc.) This amount is only to be applied toward one exam and pair of glasses per year by either the employee or his eligible dependent.

The Parties agree to meet and discuss any Federally mandated hospitalization changes that might occur during the life of this Agreement.

Section 14.3 Retirement Benefits. The Employer shall provide the employee with a retirement pension fund as stated and approved by the Village. This shall consist of the group policy in effect with the Orrin A. Sprague Agency, Cadillac, Michigan, Policy NO. GA 63098.

WAGES

Section 15.0 Salary. Commencing March 1, 1994, the following annual salary shall be paid for the classifications indicated. The hourly rate shall be determined by dividing the annual salary by 2080 hours.

Effective March 1, 1994		
After	After	After
6 months	12 months	18 months

	Start	Service	Service	Service
Patrol Officer	\$11.25/hr	\$11.55/hr	\$11.85/hr	\$12.10/hr
	Effective March 1, 1995			
Patrol Office	\$11.60/hr	\$11.80/hr	\$12.20/hr	\$12.45/hr
	Effective March 1, 1996			
Patrol Officer	\$12.00	\$12.20	\$12.60	\$12.85

Section 16.0 Longevity. Commencing March 1, 1994 the following longevity schedule will be in effect:

\$.02 times 2,080 hours times the number of years of service by the employee to a maximum of twenty-five (25) years of service.

Payment of longevity to be made the first payday in December each year thereafter.

GENERAL PROVISIONS

Section 17.0 Discipline Record. An employee who has been disciplined, but whose record has remained clear for a period of one (1) year after the effective date of the disciplinary action, shall have his record reviewed by the Mayor and the Union Steward. The Mayor may make such recommendations to the Police Commission as he deems necessary regarding the employees performance since the disciplinary action, and the Police Commission may consider the Mayor's comments when reviewing the employee's record for any future actions, promotions, etc.

Section 17.1 No Loss of Benefits. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

Section 17.2 Work Rules and Policies. The City reserves the right to establish reasonable rules and policies. If the Union objects to the reasonableness of any work rule or policy concerning the bargaining unit, it may file a grievance within ten (10) days after such rule or policy has been given to the Association. Grievances hereunder shall be processed initially at the third step of the grievance procedure.

Section 17.3 Captions. The captions used in this Agreement at for identification purposes only and are not a substantive portion of this Agreement.

Section 17.4 Waiver. The parties acknowledge that during

the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time they negotiated or signed this Agreement.

DURATION

Section 18.0 Term of Agreement. This Agreement shall be effective in its entirety from March 1, 1994 and shall remain in force until 12:01 AM, February 28, 1997, and thereafter for successive periods of sixty (60) days unless either party shall on or before the sixtieth (60th) day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate change or amend this Agreement.

In witness whereof we have hereunto affixed our signatures on the _____ day of _____, 1994.

FOR THE VILLAGE



FOR THE UNION

