

6/30/2003

6704

COLLECTIVE BARGAINING

AGREEMENT

Between

CITY OF MARYSVILLE

and

MARYSVILLE POLICE DEPARTMENT

Represented By

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1999 through June 30, 2003

Marysville, City of

In a mutually desirable effort to promote the best interests of both the City of Marysville and the employees of the Police Department, this Agreement is entered into this 13<sup>th</sup> day of February, A.D. 2001, at Marysville, Michigan, between the City and the employees of the Police Department, represented by the Police Officers Association of Michigan. Hereafter, the City of Marysville will be referred to as the City or the Employer, and the Police Officers Association of Michigan will be referred to as the Association. Hereafter, throughout this Agreement, the members represented will be known as the employee or employees.

#### PREAMBLE

Pursuant to the provisions of Act No. 336 of the Michigan Public Act of 1947, as amended, the City of Marysville recognizes that the full-time policemen of the City of Marysville have the statutory right to bargain collectively with the City of Marysville and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

#### ARTICLE I

##### 1.1: Recognition.

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Police Officers Association of Michigan as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for all fully-sworn, full-time police officers from the rank of patrolmen up to and including rank of sergeant.
- B. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization for the purpose of undermining the Association.
- C. The rights of the City of Marysville and employees of the Police Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

- D. No Strike or Lockout. It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety and welfare. The Association, therefore, agrees that there shall be no interruption to the work of any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in normal and usual operation of City services.
- E. Dues Check-Off. The City agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Association and agrees to remit to said Association all such deductions. If laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

1.2: Employment Security.

- A. The City of Marysville agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities in the Police Officers Association of Michigan.
- B. Police services will not be purchased from any other agency during the life of this Agreement.

1.3: Time Off For Bargaining With City.

- A. All employees covered by this Agreement, while officers of the Association or who are appointed as members of the Association collective bargaining negotiating committee, not to exceed two (2), may be allowed time off with pay for official Association business; in negotiations and/or conferences with the City administration or bargaining unit legal advisors, and without requirement to make up said time; provided that permission with the appropriate City official must be sought and obtained; provided, further, that such permission shall not be unreasonably denied.

- B. For purposes of grievances, the grievant shall be entitled to have the presence of one (1) local Association representative and the POAM Business Agent. The grievant would also be allowed the presence of an attorney. The Union shall also have the right to have present any witnesses deemed necessary to present all the facts of the incident.

1.4: Committeemen Defined.

- A. The committee, for the purposes of negotiations, and the representative for processing grievances shall be chosen by the employees and shall be the department unit chairman, the vice-chairman and the secretary-treasurer, one of whom shall be designated as alternate. The bargaining unit may designate a second alternate. The Police Officers Association of Michigan Business Agent may be present for negotiations and grievances. The names of the committeemen and the Police Officers Association of Michigan Business Agent shall be given in writing to the City.

ARTICLE II

2.1: Rules and Regulations.

- A. The City administration retains the right to issue reasonable general orders, special orders and rules and regulations governing the conduct of the Police Department.
- B. The City agrees to furnish each member of the Association with a complete set of Rules and Regulations governing the Association.
- C. This Agreement shall supersede any rules and regulations, ordinances, resolutions, acts or orders of the municipality insofar as the same would be inconsistent and conflict in any way with the Agreement.

ARTICLE III

3.1: Department Seniority.

- A. Seniority of employees shall be computed according to continuous service in each rank, except for patrolmen, where seniority shall be computed according to continuous service from the date of the original employment by the City Police Department at the start of said employees probation period; provided, however, any employee who, while employed by the City, enters the Armed Forces of the United States shall be given credit for such period served, provided he returns to the City's employment within ninety (90) days of termination of such service.

3.2: City-Wide Seniority.

- A. City-wide seniority shall be the length of uninterrupted employment with the City commencing with the last date of hiring.

3.3: Lay-Off and Recall. In the event of a reduction in force in the Bargaining Unit, it shall be made among all employees in the same class according to length of service. The employee with the lowest length of service shall be the first laid off and the last to be recalled. If there is to be a demotion due to a reduction in force, time in rank will prevail. A demotion shall be allowed before a layoff, provided the employee requesting a demotion had prior time in the classification to which he is requesting demotion. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion. In the event of a layoff, a member of the Bargaining Unit who has been promoted out of the Bargaining Unit to an administrative position within the department shall have the option to accept a demotion back into the Bargaining Unit he left.

ARTICLE IV

4.1: Vacancies Patrolman Rank. The Police Department shall continue to fill vacancies in the rank of patrolman, as covered by Department orders.

4.2: Vacancies in Rank of Sergeant. Subject to budgetary limitation, the Police Department shall continue to fill vacancies in the rank of sergeant and shall endeavor to have a department-wide and City-wide seniority list available. The Police Department shall continue to make promotions as soon as practicable after a vacancy occurs. Promotions within the Police Department shall be made on a competitive, department-wide seniority including written exam, seniority will be a major factor when competing individuals are otherwise equal.

4.3: Vacancies in the Rank of Assistant Chief. The position of Assistant Chief when vacant may be filled from the rank of Sergeant of the Marysville Police Department at the discretion of the Chief, however, should the Chief elect to consider candidates for the position of Assistant Chief from outside the Department, an objective tests shall be given which may involve written and oral tests, physical fitness, marksmanship or other categories determined in the sole discretion of the Chief. A candidate from outside the Department must score the highest of the candidates in this objective test in order to be appointed to the position of Assistant Chief.

4.4: Patrolman Working as Supervisor. A patrolman who works one (1) continuous day or more as a shift supervisor will be paid at the rate of a starting sergeant for the time worked as supervisor provided it is not an overtime schedule.

#### ARTICLE V

5.1: Duties.

- A. The duties of the members of the Police Department shall consist of the suppression and prevention of crime and the enforcement of the laws and ordinances of the City and the statutes of the State of Michigan and such other necessary auxiliary administrative, and service functions presently conducted by the Police Department, and such other duties as are, or may be, prescribed by the Chief of Police in accordance with the provisions of the statutes of the State of Michigan.

5.2: Detail to Other Departments.

- A. The City agrees that employees of the Police Department whose duties are as defined in Article V, Section 1 above, shall be detailed to other departments of the City for the performance of police duties only.

ARTICLE VI

6.1: Hours.

The regular work schedule for employees of the bargaining unit of the Marysville Police Department shall consist of fifteen (15) twelve hour shifts per month, which are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. The schedule is to be posted in advance on a quarterly basis by the department head.

6.2: Overtime.

- A. All employees who work over the regular scheduled shift, shall be compensated for all hours worked in excess of the scheduled shift at the rate of time and one-half (1-1/2) pay based on said employee's regular hourly pay; provided, however, that no overtime pay shall be paid for the first fifteen (15) minutes overtime in any work day or work night unless said employee works in excess of said fifteen (15)-minute period, in which event, overtime pay shall be paid for all time worked in excess of said employee's normal work day or work night.

- B. When the Chief of Police or his designated representative informs a police officer to stand by, said police officer shall receive one-half (1/2) straight-time pay for the period of time from the notification of the on-call status to the termination thereof.
- C. Telephone conversations from the department head when the officer is on his regular leave when the conversation pertains to police business will be paid two (2) hours straight time at the officer's regular hourly rate if the conversation is over fifteen (15) minutes. Conversations less than fifteen (15) minutes will be paid one (1) hour straight time at the officer's regular hourly rate, excluding overtime calls.

6.3: Call-In Pay.

- A. Any off duty employee who is called in to service not on a regularly scheduled shift shall be compensated for at least four (4) hours at the rate set forth in Section 2 hereof except that if said call-in time worked adjoins the beginning of a regularly scheduled shift, the employee shall be paid at the rate set forth in Section 2 hereof for actual time worked only.
- B. When off-duty employees are called in for either a staff meeting, a departmental meeting or for in-service training, the employee will be compensated at the rate set forth in Section II, A hereof for the time actually spent at such meeting. If it is mandatory for the employee to attend such meeting, he will receive a minimum of four (4) hours pay at time and one-half (1-1/2) for his attendance.



6.4: Overtime Record.

- A. An overtime record will be kept by the Chief of Police and overtime will be divided as equally as possible among the available employees.

6.5: Work Schedule.

- A. As far as possible, at the determination of the City, all regularly scheduled (12) hour shifts shall be covered by two (2) full time police officers, so that at no time will a police officer have to be on a shift alone.

6.6: False Arrest Insurance.

- A. The City will furnish the employees of the police department false arrest insurance protection with the same coverage as the City false arrest insurance.
- B. The City will provide copies of false arrest insurance policies upon request of the bargaining representative.

ARTICLE VII  
DISCIPLINE-GRIEVANCE PROCEDURE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reason for such action, and the charges shall be void unless filed within thirty (30) days of the date the City becomes aware of the occurrence. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be on the City to justify the action complained of. In any grievance proceeding, the employees shall have reasonable time to prepare for defense against charges preferred, and shall have the right to counsel. Any documents that the City will rely on as evidence in a grievance hearing will be provided to the Association grievance representative at least five (5) days prior to the hearing.

7.1: Grievance Defined.

- A. A grievance shall be defined as an alleged violation of a specific section or article of this Agreement.
- B. All days referred to in this section shall mean working days, excluding Saturday, Sunday and holidays.

7.2: Grievance Committee Defined. The committee for the purpose of negotiating and grievance shall be chosen by the employees and the names of the committeemen shall be given in writing to the City. No committeeman shall function as such until the City has been so notified.

7.3: Grievance Procedure.

- A. There shall be an informal discussion between the employee and the Chief of Police with an Association representative. This is to be accomplished within five (5) days of the alleged dispute. If the accrual of a grievance immediately adjoins an already scheduled vacation of the grievant and/or the Chief of Police, the time requirement stated herein for filing the grievance shall be extended for the time of the said approved vacation.
- B. If an impasse has been reached in the above step, the grievance shall be reduced to writing and delivered to the Chief of Police within five (5) working days after which he shall have five (5) working days to render an answer in writing to the Union grievance committee.
- C. If no solution to the problem can be reached by the above step, then the grievance committee shall, in writing, request a meeting for the employee and a representative with the City Manager. This step must be completed within ten (10) days and the City Manager will give his written answer within ten (10) days after such meeting is held.

D. Arbitration Clause.

1. In the event that any grievance or dispute cannot be adjusted by the Employer and the Association as outlined above, such matters may be referred to arbitration by either party. The arbitrator shall be selected by the parties by mutual consent in a manner prescribed by the American Arbitration Association. Jurisdiction of Arbitration hereunder shall be limited to employee grievances arising out of the interpretation or application of this Agreement, or if any written amendments hereof or supplements hereto. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.
2. The decision of the Arbitrator shall be final and binding on all parties for the terms of this contract, and they hereby agree to abide by same.
3. The Arbitrator's fee and expenses and the American Arbitration Association's charge, if any, shall be borne equally by both parties, subject to the provisions of Article I, Section 3. The Employer shall not be liable for payment of wages to, or the expenses or charges of, any employee or representative of any employee, or the Association, who participates in any way in such arbitration, except that on duty employees who are called as witnesses to give testimony without loss of pay or benefits.

7.3: Other Remedies. The grievance procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee or the City by law.

ARTICLE VIII

8.1: Vacation Policy.

A. Employees who have completed at least one (1) year of continuous employment are entitled to a vacation with pay to be taken in the following year according to the following schedule:

1. For employees hired prior to July 1, 1985:

<u>Vacation of</u>	<u>For Service of At Least</u>	<u>But Less Than</u>
216 hours	1 year	15 years
272 hours	15 years	25 years
312 hours	25 years	to retirement

For purposes of computing the continuous employment of an employee for computing said employee's vacation, the continuous employment shall start as of the date of hire with the City of Marysville.

2. For employees hired after July 1, 1985:

Years continuous  
service on December  
31 of the year  
during which the  
vacation credit is  
earned \_\_\_\_\_ Vacation \_\_\_\_\_

Vacation schedule which includes 80 hours Holiday pay in lieu of Holiday.

After one (1) year	160 hours
After three (3) years	200 hours
After ten (10) years	216 hours
After fifteen (15) years	240 hours
After twenty-five (25) years	272 hours

- B. However, if an employee does not have one (1) full year of employment by December 31, he shall be eligible for 1/12 of 160 hours vacation time for each month he has worked. Vacation credit shall start at the first day of the calendar month that is nearest to the date of his employment.
- C. Vacations and vacation pay shall not accumulate from one calendar year to another. However, if the work of the department permits, an employee may be allowed to take part or all of his vacation for one (1) year following, provided it is completed during the calendar week in which April 15 of that year falls. If the City shall request an employee to forego his vacation, such employee shall be given vacation pay in lieu of vacation.
- D. Forty-eight (48) hours pay in lieu of vacation pay may be authorized by the City Manager.
- E. When employment is terminated for any reason, the employee who has completed one (1) or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

The full vacation pay to which he was entitled on December 31 of the previous calendar year, plus 1/12 of full vacation pay for each full month that has elapsed since the first of January in the current calendar year. Each completed month of service shall be a minimum of fifteen (15) days worked.

- 1) When employment is terminated due to retirement, the right to payment for accrued vacation time provided for in the foregoing paragraph shall not be affected. However, only fifty (50%) percent of the accrued unused vacation time from the previous twelve (12) months shall be includable for purposes of computing pension amounts as provided for in Title I, Chapter 10, Section 1.321(1) of the Marysville City Code.

- F. If an employee is off work due to a leave of absence without pay, he will be eligible for vacation he has earned prior to taking a leave of absence but will not receive vacation credit for the time he is absent from work due to said leave of absence.
- G. Any officer recalled from vacation by directive of the Chief of Police will be granted mileage at the current City rate per mile plus reasonable meal allowance while traveling from vacation site to the City of Marysville. Upon receipt of such notification, the officer will perform such work as he is assigned and be paid his applicable rate until such time the emergency or anticipated emergency is declared over by the Chief of Police. The officer, or officers, may resume his vacation if he so chooses. Emergency shall be defined as any event or situation necessitating the use of a large number of police, such as a natural disaster, civil disaster, riot or uprising.
- H. When an employee is required to work on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day, when such holiday work occurs on his scheduled time off, such employee shall be paid double time for all such time worked.
- I. All employees who are members of the Association shall receive twelve (12) hours personal leave provided, however, that prior to taking any such annual leave, he shall give the City forty-eight (48) hours notice of such intention.
- 1. Each employee shall receive twenty-four (24) hours additional personal leave time provided such leave can be scheduled so as to not result in overtime pay having to be paid to any employee. Said additional time shall also require 48 hours notice.

8.2: Unpaid Leave of Absence. Time off without pay may be granted at any time subject to the approval of the Chief of Police and the City Manager.

9.1: Sick Leave Policy.

- A. Each regular full time employee hired prior to July 1, 1985, shall be entitled to sick leave with pay of one and one-half (1-1/2) work day for each completed month of service, a total of twelve (12) days per year, and each regular full time employee hired after July 1, 1985, shall be entitled to sick leave with pay of one (1) work day (8 hours) for each completed month of service, a total of 12 days per year, subject to the following:
1. Only work days falling within the period of such leave shall be counted against sick leave.
  2. Sick leave shall start to accrue at the first day of the calendar month that is nearest to the date of starting full time regular employment.
  3. Sick leave may be accumulated if not used during the year granted but for employees hired prior to July 1, 1985, the total accumulation shall not exceed 180 days and for such employees three-fourths (3/4) of accumulated sick leave will be paid upon death or retirement, or separation other than for cause with a maximum payment being 90 days pay. For employees hired after July 1, 1985, there shall be no limit to accumulation of unused sick leave and for such employees there shall be no payment for unused sick leave upon death, retirement or separation.
  4. Sick leave cannot be anticipated.

5. To receive compensation while absent on sick leave, employees shall notify their immediate supervisor prior to the time set for beginning his daily duties. A certificate from a physician may be required before compensation for the period of illness is allowed.
6. A completed month of service shall be a minimum of fifteen (15) days worked.
7. Sick leave shall be defined as the absence of an employee from work due to his or her illness, or quarantine (contagious disease) provided, however, in cases of illness in his immediate family a regular employee may be granted sick leave for a period not to exceed twenty-four (24) hours. "Immediate family" is defined as spouse, child, step-child, foster-child, or other or relative living in same household. In the circumstance of a non-resident family member who has been diagnosed by a physician as having a serious illness, an employee may be granted up to twenty-four (24) hours sick leave. "Non-resident" family member is defined as any of the following who do not live in the same household as the employee: brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, step-sibling, step-parent, son-in-law, daughter-in-law, spouse of step-child, grandparent, grandchild, child of step-child. The times stated herein may be extended at the sole discretion of the Chief of Police except that such extension may not, on a paid basis, extend beyond exhaustion of the employee's accrued sick leave.
8. For any period of absence due to disability or injury incurred while in the discharge of his or her regular duties, the City shall supplement any worker's compensation payments received by the employee so as to equal the employee's regular compensation or salary for said period, not including overtime, provided that said disability or injury is fully documented by a licensed physician and the employee is not engaged during said period of disability or injury in any form of gainful employment.



- a) Provided, further, that if said employee shall recover damages for any reason from a third party by way of claim or suit for such disability or injury, the City shall have a first lien in the amount of the total of any such supplements against any and all such sums received for damages by such employee's net of reasonable pro rata legal fees and pro-rata expenses. If such lien is not discharged by the employee within thirty (30) days of said employee's receive of such sums, the employee shall be subject to discharge for cause.
  - b) Leave for such documented disability or injury shall not be chargeable against sick leave.
  - c) Injuries while in the discharge of his or her duties shall be reported to the officer of the Chief of Police by the employee or the Association immediately but not to exceed forty-eight (48) hours from the occurrence thereof, or from the time the employee becomes aware of the occurrence of the injury.
9. If an employee received compensation under a Worker's Compensation Law, only that portion of his regular salary will be paid which, together with said compensation received, will equal his or her current straight time pay.
  10. A regular employee will be granted sick leave not to exceed four (4) hours when serving as a (regular, not honorary) pallbearer at a funeral. If the funeral or internment is 35 miles or more from the City of Marysville, the leave shall be eight (8) hours.
  11. Funeral Leave. Any member of the bargaining unit who has a death in the immediate family (immediate family as defined in Article IX, #7, with the addition of brother of spouse or sister of spouse) shall receive twenty-four (24) hours funeral leave for such funeral with no loss of pay.

ARTICLE X

10.1: Clothing Allowance.

- A. A clothing allowance for each member of the Marysville Police Department shall be paid annually by check to each officer in the amount as follows: July 1, 1999 - \$850.00, July 1, 2000 - \$900.00, July 1, 2001 - \$950.00, July 1, 2002 - \$1000.00.
- B. The present policy of the City paying for the rubber goods of the officers over and above the clothing allowance will be continued.

10.2: Property Damage or Personal Loss.

- A. An officer incurring the loss of or damage to his personal property such as eyeglasses, watches, etc. while in the performance of his duty may, upon review and approval by the City administration, be reimbursed for the replacement or repair of such property.

ARTICLE XI

11.1: Life Insurance.

- A. The City shall provide Twenty-five Thousand (\$25,000.00) Dollars term life insurance with double indemnity on each employee, for which the City will pay all premiums. Effective July 1, 1998, the amount shall increase to Fifty Thousand (\$50,000.00) Dollars.
- B. The City shall provide Three Thousand (\$3,000.00) Dollars term life insurance to retired employees, for which the City will pay all premiums. Effective July 1, 1997, the amount shall increase to Five Thousand (\$5,000.00) Dollars.

- C. The City shall provide emergency ambulance service free of charge to each employee and members of his family who reside with him when said ambulance service originates in the City of Marysville or any location serviced by the City of Marysville Emergency Medical Service. If any employee or member of his family actually residing with him incurs a charge for emergency ambulance service outside the City of Marysville, the City shall reimburse said employee for all such reasonable emergency ambulance charges.

ARTICLE XII

12.1: Hospitalization.

- A. All employees covered by this Agreement and retired employees of this unit shall continue to receive hospitalization, coverage equal to the Blue Cross-Blue Shield coverage presently provided by the City, for which the City will pay all premiums. Except effective July 1, 1995, Major/Master Medical deductible shall be One Hundred (\$100.00) Dollars for single coverage and Two Hundred (\$200.00) Dollars for family coverage. It is also understood that those employees who retired before July 1, 1995 shall continue to receive the coverage they retired under.
- 1) In the event the City of Marysville changes from the carrier of any of the coverages contained in this Article existing at the commencement of this contract (July 1, 1985), to another carrier, the City shall immediately issue to each employee a letter or card, notarized with seal, substantially complying with Attachment A.
- B. The Two (\$2.00) Dollar prescription rider with Blue Cross-Blue Shield, or the equivalent of such coverage, will be paid for by the City.

- C. The City shall provide and pay all premiums for dental insurance coverage equal to Delta Dental 50/50 coverage, with orthodontia as provided to other bargaining units.
- D. The City shall provide and pay all premiums for optical insurance coverage equal to the coverage provided by the Health Service Incorporated (affiliated with Blue Cross-Blue Shield) for each employee and his dependents.
- E. The City shall pay all premiums for master-medical coverage for all active employees with the above stated deductible amounts.

ARTICLE XIII

13.1: Court Time.

- A. Employees who are required to attend court while off duty for cases arising out of his employment with the City shall be compensated for all time spent in court, with a minimum of four (4) hours, at time and one-half (1-1/2) the hourly rate of pay and shall return all court fees to the City Treasurer, provided, however, this section shall not apply if the case is one brought by the employee or a dependent of the employee. When an employee has completed his time in court, he shall return to the department and add the supplemental information to the original complaint.
- B. Jury Duty Leave. An employee who is called to serve on a jury when he is normally scheduled to work shall be granted a fully paid leave of absence for any such jury duty time.

ARTICLE XIV

14.1: Longevity.

- A. The present plan of paying longevity once annually shall remain in effect only for employees hired prior to July 1, 1985. No longevity pay shall be paid to employees hired after said date. Payments shall be made to all eligible employees with continuous full-time service according to the following schedule:

- 1) Two and one-half (2-1/2%) percent per year applied to the annual base pay being received by the employee after five (5) years.
- 2) Three (3%) percent per year applied to the annual base pay being received by the employee after ten (10) years.
- 3) Five (5%) percent per year applied to the annual base pay being received by the employee after fifteen (15) years.
- 4) Seven and one-half (7-1/2%) percent per year applied to the annual base pay being received by the employee after twenty (20) years.

B. Longevity payments made hereunder are to be paid at the first scheduled pay day after the beginning of the fiscal year. For purposes of determining the number of years an employee has been in continuous full-time service, the date of hire with the City of Marysville shall be used. If an employee's rate of longevity increases in a fiscal year, he shall be paid the change pro-rata when the longevity payment is made as stated herein.

14.2: Shift Differential.

- A. A premium shall be paid for employees working the 7:00 p.m. to 7:00 a.m. shift. The premium shall be: 3% of hourly pay.

14.3: A. In the event the City shall require any employee to carry a side-arm while off duty when within the limits of the City of Marysville, such employee shall be compensated at the rate of One (\$1.00) Dollar per day for each day said employee carries such side-arm as so required. Failure to carry such side-arm, which will be furnished by the City, shall constitute grounds for disciplinary action.

14.4: Juvenile Officer.

- A. Duties: The employee designated by the Chief of Police as "Juvenile Officer" in addition to his regular duties, during his regular shift or at other times when on duty, shall work with the juvenile cases pertaining to the City of Marysville. The employee shall meet with the juveniles and their families and shall follow up and act as liaison to probate court, other judicial agencies and other police departments. The employee shall maintain records of all juvenile cases and their disposition.
- B. Compensation: The employee so designated and performing these duties shall be compensated by an annual supplement that shall be 2.5% of base wage.

14.5: Rate of Pay Schedule. The following is the base pay rate for each indicated category as of June 30, 1999:

14.5a: Any patrol officer who has a minimum of three (3) years of continuous service with the department shall receive a \$1,000 annual stipend upon successfully completing the following training requirements or such other requirements as the parties agree upon. The current requirements are:

- 1 - Radar Certification
- 2 - Data Master/PBT
- 3 - Defensive Driving/Pursuit
- 4 - CPR/First Aid
- 5 - Accident Investigation

At the discretion of the Chief of Police, other training may be substituted for one of the above certifications. If the City purchases defibrillators for use by its officers, training for the use of such equipment will be added to the above list of required certificates. The annual stipend shall be paid on July 1 of each year for those who qualify and shall not become part of base pay or be considered when calculating final average compensation for purposes of determining pension.

<u>Class Title</u>	Start	6 Mos.	Merit <u>1 Yr.</u>	Merit <u>2 Yrs.</u>	Merit <u>3 Yrs.</u>
Police Sergeant	\$52,734.99	N/A	\$55,510.52	N/A	N/A
Police Patrolman	\$45,328.45	\$45,972.00	\$46,672.10	\$47,382.85	\$49,563.68

The hourly rate of an employee shall be determined by dividing such employee's annual salary by 2080 hours.

Rate of Pay Schedule Increases

July 1, 1999	2.8%
July 1, 2000	2.5%
July 1, 2001	2.5%
July 1, 2002	2.5%

Effective July 1, 2000 the starting rate for a patrolman shall be \$44,328.45. Sergeant wages shall be 12% above third year patrolman starting wages.

<u>Class Title</u>	Start	1999-2000			
		6 Mos.	Merit 1 Yr.	Merit 2 Yrs.	Merit 3 Yrs.
Police Sergeant	\$52,734.99	N/A	\$55,511.33	N/A	N/A
Police Patrolman	\$45,328.45	\$45,972.00	\$46,672.10	\$47,382.85	\$49,563.68

<u>Class Title</u>	Start	2000-2001			
		6 Mos.	Merit 1 Yr.	Merit 2 Yrs.	Merit 3 Yrs.
Police Sergeant	\$54,053.37	N/A	\$56,899.11	N/A	N/A
Police Patrolman	\$44,328.45	\$44,957.80	\$47,838.91	\$48,567.42	\$50,802.78

<u>Class Title</u>	Start	2001-2002			
		6 Mos.	Merit 1 Yr.	Merit 2 Yrs.	Merit 3 Yrs.
Police Sergeant	\$55,404.70	N/A	\$58,321.59	N/A	N/A
Police Patrolman	\$45,436.66	\$46,081.75	\$49,034.88	\$49,781.61	\$52,072.85

<u>Class Title</u>	Start	2002-2003			
		6 Mos.	Merit 1 Yr.	Merit 2 Yrs.	Merit 3 Yrs.
Police Sergeant	\$56,789.82	N/A	\$59,779.63	N/A	N/A
Police Patrolman	\$46,572.58	\$47,233.79	\$50,260.75	\$51,026.15	\$53,374.67

14.6: Pension Matters. [1]

A. The City of Marysville agrees that, effective July 1, 1982, Title I, Chapter 10 of the Marysville City Code shall be amended in the following respects:

1. Benefit Group PSU shall be created consisting of the employees covered by this contract.
2. Sections 1.333, 1.337, 1.339(1), 1.339(2), 1.341 shall have all reference to ten (10) years therein changed to five (5) years.
3. Section 1.347(2) shall have the reference therein to seven (7%) percent changed to five (5%) percent.
4. Section 1.321(11) shall be changed to be as follows:

"Final average salary" means the sum of the following items received in the twelve (12) months immediately preceding the date of retirement.

- a) Base pay
- b) Shift premium
- c) Overtime pay
- d) Longevity pay
- e) Pay for accrued unused sick leave days to a maximum of twelve (12) days.
- f) Pay for fifty (50%) percent of accrued unused vacation days. (Vacation days will accrue at the rate of 1/12 of retirant's vacation schedule level for each month of the said preceding year.)

[1] It is the specific intent of the parties that the retirement benefits of Jeffrey L. Strode, John D. Collette, Larry W. West, Mark J. Thorner, Timothy A. Buelow and William L. Trout as defined by Title I, Chapter 10 of the Marysville City Code, shall never be diminished during their careers without the express authorization of a majority of the named employees.



- B. The City of Marysville agrees that, effective July 1, 1997, Title I, Chapter 10 of the Marysville City Code shall be amended in the following respects:

Pension Options - Survivor Retirement Allowance.

Normal form of payment would be 95% of the calculated benefit to the retiree and 60% of the reduced benefit to the designated survivor if the survivor is up to five years younger than the retiree. If the survivor is older than the retiree, the 95% increases 1/2% for each year older until the retiree's pension is restored to 100%. If the survivor is more than five years younger, the 95% is further reduced by 1/2% for each additional year.

Reduction Factors for 60% Survivor Option.

Reduction Factor if:

Difference In Age	Spouse is older Than Participant	Spouse is younger Than Participant
0	0.950	0.950
1	0.950	0.950
2	0.950	0.950
3	0.950	0.950
4	0.950	0.950
5	0.950	0.950
6	0.955	0.945
7	0.960	0.940
8	0.965	0.935
9	0.970	0.930
10	0.975	0.925
11	0.980	0.920
12	0.985	0.915
13	0.990	0.910
14	0.995	0.905
15	1.000	0.900
16	1.000	0.895
17	1.000	0.890
18	1.000	0.885
19	1.000	0.880
20	1.000	0.875
21	1.000	0.870
22	1.000	0.865
23	1.000	0.860
24	1.000	0.855
25	1.000	0.850

ARTICLE XV

15.1: Management Prerogatives.

- A. The management of the City and direction of the working forces, including the right to hire, discipline, suspend or discharge for a just cause, to assign jobs, to transfer employees within the bargaining unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operations and the methods, process and means of operation or handling, are vested exclusively in the City, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

ARTICLE XVI

16.1: Non-Discrimination Clause.

- A. In recognition of their respective responsibilities under Federal and State civil rights, fair employment practices or other similar constitutional or statutory requirements, and in recognition of the practical and moral values of those responsibilities, the parties hereto reaffirm their commitments not to discriminate in hiring or in any term or condition of employment because of race, sex, age, color, creed, or national origin of ancestry.

ARTICLE XVII

17.1: Maintenance of Conditions. Wages, hours, fringe benefits, terms and conditions of employment in effect at the execution of the Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of execution of this Agreement unless specifically altered or reduced by the written terms of this Agreement.

ARTICLE XVIII

18.1: Savings Clause. If an article or section of the Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by tribunal, the remainder of the Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purposes of arriving at a mutually satisfactory replacement of such article or section.

DURATION

This Agreement shall continue in full force and effect subject to and including June 30, 2003. This Agreement shall continue in effect for successive yearly periods after June 30, 2003 unless notice is given in writing by either the Association or the City at least sixty (60) days prior to June 30, 2003 of its desire to modify or amend such agreement.

LETTER OF AGREEMENT 1

Letter of Agreement for attachment to the Collective Bargaining Agreement between the City of Marysville and the Police Officers Association of Michigan dated February 13<sup>th</sup>, 2001.

It is agreed by the parties that one of the duties that may be assigned to a public officer is that of delivering City Council Meeting Agendas to City Council members. It is agreed that posting of election notices shall not be required of a police officer.

February 13<sup>th</sup>, 2001

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF MARYSVILLE

\_\_\_\_\_  
Robert C. Wines  
Business Agent

\_\_\_\_\_  
*Harry W. Stark*  
Harry W. Stark, Mayor

MARYSVILLE POLICE OFFICERS  
ASSOCIATION

\_\_\_\_\_  
*Sharon L. Schess*  
Sharon L. Schess, Clerk

\_\_\_\_\_  
*Gary Holowitz*  
Gary Holowitz

\_\_\_\_\_  
*Timothy Baker*  
Timothy Baker