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6/30/96

AGREEMENT

between

THE CITY OF MANISTEE

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: July 1, 1993 - June 30, 1996

Manistee, City of

AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 199___, by and between the CITY OF MANISTEE, a Michigan Municipal Corporation, hereinafter referred to as the "City", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in rendering proper services to the community.

To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION

1.1: Collective Bargaining Unit. The City hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Public Act No. 379, of the Public Acts of the State of Michigan of 1965, as amended, for the employees of the City included in the following collective bargaining unit:

> All full time police officers and dispatchers employed by the City of Manistee, BUT EXCLUDING the Chief of Police, Assistant Chief, sergeants and all other City employees.

ARTICLE II
REPRESENTATION

2.1: Collective Bargaining Committee. The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the grievance

procedure. The collective bargaining committee shall also meet with representatives of the City at such time as joint City-Union collective bargaining negotiations are held. In the absence of a collective bargaining committee member, an alternate may act in his stead. The Union shall furnish the City in writing the names of its collective bargaining committee members and alternates before they will be recognized.

2.2: Reporting. When it is necessary for a collective bargaining committee member or alternate to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, he shall first obtain permission from the Chief or the officer in charge. Such permission shall not be unreasonably withheld. The committee member shall return to his job as promptly as possible and upon his return shall immediately report to the Chief or the officer in charge.

2.3: Lost Time. The City agrees to pay for all reasonable time lost by an employee or a member of the collective bargaining committee during their regularly scheduled hours while processing grievances in accordance with the grievance procedure set forth in Section 5.2, and for all reasonable time lost by collective bargaining committee members from their regularly scheduled hours while participating in joint City-Union collective bargaining negotiations. Lost time shall be compensated at the employee's straight time regular rate of pay.

ARTICLE III
UNION SECURITY

3.1: Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

3.2: Union Service Fee. All employees included in the collective bargaining unit set forth in section 1.1 shall, as a condition of continued employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence on the first of the month following completion of the employee's first 30 days of employment with the Police Department. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the City in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be

satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of section 3.4. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

3.3: Failure to Pay Service Fee. An employee required to pay the service fee established in section 3.2 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the City of the Union's intent to require enforcement of section 3.2. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The City shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the City. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of notification from the City shall be terminated; provided, however, that should any employee have commenced an action in a legal forum to contest their obligation to pay the service fee or the proper amount of the service fee, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

3.4: Checkoff.

A. During the term of this Agreement, the City agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

B. All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If

the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

C. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union and not by the City.

D. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

E. The City's sole obligation under this Section is limited to the deduction of service fees and, where applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.

3.5: Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken by the City pursuant to sections 3.2, 3.3 and/or 3.4.

ARTICLE IV
MANAGEMENT RIGHTS

4.1: Management Rights. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, 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, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to determine the number of personnel required; to direct and control operations; to discontinue or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and

outside assistance either in or out of the City's facilities; and in all respects to carry out the ordinary and customary functions of management, provided however, these rights shall not be exercised in violation of any specific provision of this Agreement. The City shall also have the right to hire, promote, assign, suspend, discipline, and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules; to establish classifications of work and to maintain order and efficiency, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

4.2: Rules and Regulations. The City reserves the right to establish, from time to time, reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for such rules. The Chief of Police shall cause such rules, including any deletions or amendments, to be published in a Departmental manual. Employees covered by this Agreement shall receive a copy of the manual and any deletions or amendments thereto. Employees shall sign a statement indicating that they have received a copy and an explanation of the manual and any subsequent deletions or amendments. This Agreement shall take precedence over any conflict that may arise between this Agreement and the manual published by the Employer. The Union reserves the right to grieve the reasonableness of any rule or regulation at the time such rule or regulation is enforced.

ARTICLE V
GRIEVANCE PROCEDURE

5.1: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application, interpretation, or alleged violation of the provisions of this Agreement as written.

5.2: Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with the Chief of Police, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the grievance or within five (5) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee

involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, a collective bargaining committee member may be present. The Chief of Police, or designated representative, shall give the employee concerned an oral answer to the grievance. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure. If the grievance is not satisfactorily settled in the Step 1 Verbal Procedure, the complaint shall be reduced to a written grievance within five (5) working days of the oral answer and submitted to the Chief of Police, or designated representative. The grievance shall be signed by the employee and a collective bargaining committee member shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The Chief of Police, or designated representative, shall place an answer on the written grievance within five (5) working days following the date the grievance was submitted at this step, and return it to the collective bargaining committee member.

Step 3. City Manager Appeal. If the grievance is not satisfactorily settled in the Step 2 Written Procedure, it may be appealed by submitting the grievance to the City Manager, or designated representative, within five (5) working days following receipt of the Chief of Police's written answer in Step 2. Within seven (7) working days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Union. The City's representatives shall be the City Manager and the Chief of Police and the Union's representatives shall be the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the seven (7) working day period, it shall be scheduled for a date mutually convenient to the parties. The City Manager, or designated representative, shall place a written answer on the grievance and return the grievance to the collective bargaining committee within seven (7) working days after the meeting.

5.3: Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the City' last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no

arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

5.4: Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

5.5: Grievance Form. The grievance form shall be mutually agreed upon by the City and the Union.

5.6: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be filed and processed initially at Step 3 of the Grievance Procedure within five (5) days after such action is taken.

5.7: Discipline. Records of disciplinary action involving individual employees shall be maintained for two years after the most recent disciplinary action. This two year time period shall "roll" so that records five years old would be maintained if repeated incidents occurred within the two year time period in the following years.

ARTICLE VI
ARBITRATION

6.1: Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the City Manager and the Chief of Police within twenty (20) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager and the Chief of Police not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance

shall be considered settled on the basis of the City's last disposition. The time limits for requesting arbitration may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue nay award or fashion any remedy concerning such grievances.

6.2: Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators, and thereafter the parties shall alternate making the first strike of an arbitrator from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the City. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives.

6.3: Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided.

6.4: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

ARTICLE VII
STRIKES AND ILLEGAL ACTIVITIES

7.1: No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent

themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties.

7.2: No Lockout. During the life of this Agreement, the City, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 7.1 agrees to not lockout any employees covered by this Agreement.

ARTICLE VIII
SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Manistee Police Department commencing with his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

8.2: Probationary Period. All employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment (excluding time spent in mandatory training) following their first day of work for the City in the Police Department, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the City'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 purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

8.3: Seniority List. The City shall maintain a roster of employees, arranged according to seniority, showing name, rank, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union upon ratification of this Agreement and every six (6) months thereafter. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

8.4: Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

A. If the employee quits or resigns.

B. If the employee retires.

C. If the employee is terminated or discharged and the termination or discharge is not reversed.

D. If the employee is absent from work for three (3) consecutive working days without notifying the City, unless the employee's failure to notify the City is for a satisfactory reason.

E. If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a satisfactory reason.

F. If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a satisfactory reason.

G. If the employee is on layoff status for a period of eighteen (18) consecutive months or the length of the employee's seniority, whichever is lesser.

H. If the employee is on a disability leave for a period of twelve (12) consecutive months or a worker's compensation leave for a period of eighteen (18) consecutive months or the length of the employee's seniority at the time of the leave, whichever is lesser.

I. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.

J. If the employee is convicted of a felony.

K. If the employee makes an intentional false statement on his employment application or on an application for a leave of absence.

8.5: Layoff. In the event that a reduction in the work force becomes necessary, the first (1st) employees to be reduced from the Department shall be in the order stated:

A. Irregular, temporary, and probationary employees shall be laid off first;

B. Thereafter, the first (1st) employee to be laid off shall be the employee with the least seniority,

provided, however, that the remaining senior employees have the necessary training, ability, and experience to perform the required work.

8.6: Recall. Employees who are laid off shall be recalled in order of their seniority when the work force is to be increased, provided the employee has not lost his seniority.

8.7: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within ten (10) days of the date the notice was sent, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

8.8: Seniority Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences.

ARTICLE IX
LEAVES OF ABSENCE

9.1: Paid Sick Leave. It is agreed that employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

A. Upon completion of one (1) year of service, each full time employee shall be credited with six (6) days of sick leave and will thereafter earn sick leave at the rate of one-half (1/2) working day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary. Paid sick leave and sickness and accident insurance payments may be used to achieve a full month of employment for a period of up to thirty (30) consecutive days.

B. Each day of sick leave credits shall equal eight (8) hours' pay at the employee's regular hourly rate of pay when he takes his sick leave.

C. Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less;

however, medical certificates, or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required for each absence, regardless of duration, if the City has reason to believe the employee is abusing his sick leave privileges.

D. At the end of each calendar year, all accrued but unused sick leave in excess of six (6) days shall be multiplied by the employee's straight time rate of pay, and one-half (1/2) that amount shall be paid to the employee. Effective July 1, 1993, eight (8) days of sick leave may be carried over from year to year rather than the current six days.

E. All accrued but unused sick days in excess of six (6) days as of June 30, 1987 shall be multiplied by the employee's straight time rate of pay in effect as of June 30, 1987 and placed in the monetary bank. The amounts in this shall be eligible for payment to the employee in accordance with the following:

1. To supplement workers compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental workers compensation payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages (based upon forty (40) hours of work per week).

2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of his normal gross weekly wages (based upon forty (40) hours of work per week).

3. To pay for continuation of insurance benefits after the completion of the periods set forth in section 14.5, <u>Obligation to Continue Payments</u>.

4. Upon death or retirement under the City's retirement system, the employee or his designated beneficiary will be paid any amounts remaining in this monetary bank, up to

a maximum of eight hundred (800) times the employee's straight time rate of pay in effect at the time of the employee's death or retirement. Any employee with more than 800 hours in the sick leave bank shall forfeit (upon signing of contract) any amount over the cap (affects one employee).

9.2: Funeral Leave. An employee shall be granted up to three (3) consecutive days leave immediately following the date of death of a member of the employee's immediate family to allow the employee to attend the funeral. "Immediate family" shall mean the employee's current spouse, children including stepchildren, mother, father, sister and brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day. No funeral leave will be paid to any employee while on leave of absence, layoff or disciplinary suspension, or to employees who do not attend the funeral.

9.3: Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days and are unable to work for the City because of a non-work related injury, illness, pregnancy or other disability, subject to the City's right to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the performance of work due to illness, injury or other disability. During a disability leave, an employee shall receive paid sick leave under section 9.1, Paid Sick Leave and sickness and accident insurance payments under section 14.2, Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in section 14.5, Obligation to Continue Payments. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at its cost, and, if appropriate, require the employee to take a leave of absence under this section. Employees are required to notify the City of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate

recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the City's satisfaction that the employee is medically able to perform the employee's job.

9.4: Unpaid Personal Leave. The City may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the Chief of Police. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of absence may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

9.5: Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

9.6: Workers' Compensation Leave. An unpaid workers compensation leave of absence will be granted to employees who are unable to continue to work at the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving voluntary workers compensation payments from the City, subject to the City's right to require medical proof. This workers compensation leave will continue for the period of the employee's disability; provided, however, that an employee may not be on workers compensation leave for a period of more than eighteen (18) months. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the City. In the event that the City determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. All employees returning to work from a workers compensation leave of absence must establish to the City's satisfaction that the employee is able to perform the employee's job.

9.7: Return to Work After Leave of Absence. Employees returning from Employer approved paid leaves of absence, disability leave, workers' compensation leave, and military training or emergency duty leave will be reinstated to their former job classification. Employees returning from other leaves of absence shall be offered reinstatement to the employee's former job classification if a position is currently open and available. If there is no position currently open and available in the employee's former job classification, reinstatement shall not occur until a position in the employee's former job classification becomes open and available. The provisions of the foregoing notwithstanding, the City reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

9.8: Short Term Duty Related Injuries. The Employer agrees to continue employees on the payroll for the first fourteen (14) days of injury due to duty related instances. Such continuance shall not be deducted from employee sick time. The employee is to sign over workers' compensation payments for this period if injury becomes a compensable one under statutes.

ARTICLE X
HOLIDAYS

10.1: Holidays. The following days are holidays for purposes of this agreement:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	Employee's Birthday

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

10.2: Holiday Eligibility. Employees eligible for holiday benefit must not be on layoff or leave of absence, other than funeral leave and sick leave provided for in this Agreement, which began more than seven (7) calendar days prior to the holiday.

10.3: Holiday Work. An employee who works on a holiday shall be paid at the rate of double time, provided he was not regularly scheduled to work that day. Any employee who works overtime on a holiday shall be paid at the rate of double time.

10.4: Payment Upon Death. Upon death an employee's beneficiary shall be paid for all earned vacation, holidays, and compensatory time.

10.5: Holiday Benefit. Each employee shall be granted eight (8) hours' compensatory time off with pay, or eight (8) hours' pay, at the employee's option, for each of the recognized holidays for which he is eligible.

ARTICLE XI
VACATIONS

11.1: Vacations. All full time employees of the Police Department with the required seniority as of January 1 of each year, shall be granted a vacation with pay in accordance with the following schedule:

Seniority Required	Hours Pay	Time Off
1 Year	40	5 Working Days
3 Years	80	10 Working Days
8 Years	120	15 Working Days
15 Years	160	20 Working Days
23 Years	200	25 Working Days

11.2: Vacation Scheduling.

A. Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the City's rules, provided, that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the Department and the City's obligation to the public generally.

B. Vacation requests must be submitted by February 15 of each year. If an employee does not submit a vacation request, the City may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically authorized by the Chief. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation leave may not be accumulated from year to year. Should an employee not be able to take his vacation in the year through no fault

of his own, such vacation shall be carried over into the following year.

11.3: New Hires. Full time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed one (1) year of service on the January determination date shall receive a vacation leave with pay upon the completion of one (1) year of service. The employee must take his vacation by the December 31st immediately following his first (1st) anniversary date of hire.

ARTICLE XII
HOURS OF WORK AND OVERTIME

12.1: Work Period. The normal work period for employees shall consist of twenty-eight (28) consecutive days. The normal tours of duty for employees shall consist of one hundred sixty (160) hours in a work period. These tours of duty shall be arranged in shifts by the Chief of Police and will normally consist of eight (8) hours per day.

12.2: Work Schedule. The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. It is recognized that vacations, leaves of absence, or changes in personnel levels may necessitate schedule changes, in which case the Chief of Police will consult with the employees involved before making such changes and, in so far as practical, attempt to devise a schedule acceptable to the employees involved. The Chief of Police may make occasional changes in individual schedules for special situations, and will give at least three (3) days advance notice.

12.3: Court Time. An employee shall be paid at the rate of time and one-half (1-1/2) for court time for a minimum of two (2) hours at time and one-half (1-1/2) when appearing on off duty time.

12.4: Call Back Pay. Whenever an employee is called back to work after having completed his regular shift, he shall receive a minimum of four (4) hours' pay at his base rate (wage) for time and one-half (1-1/2) for the hours worked, or whichever is greater. For work performed in the excess of four (4) hours on call-in time, the employee shall receive eight (8) hours of pay at his base rate or time and one-half (1-1/2) for the hours worked, or whichever is greater.

12.5: Shift Premium. In lieu of the shift premiums previously paid, $350 was added to the salary structure on July 1, 1987 after the salary increases effective on that date were computed.

12.6: Pay Period. The pay period shall be on a weekly basis.

12.7: Overtime Equalization. Call-in overtime shall be divided as equally as practicable among employees consistent with the Department's overtime equalization policy.

12.8: Overtime Premium Pay. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked over eight (8) in a day and/or one hundred sixty (160) in a twenty-eight (28) day work period. For purposes of this section, hours worked include all hours compensated.

12.9: Double Back Pay. Employees scheduled to report to work less than twelve (12) hours after the regular time their last shift ended shall be paid time and one-half (1-1/2) their straight time hourly rate for all hours worked during the twelve (12) hours after the regular time their last shift ended, but the employee's rate of pay shall revert to his regular straight time hourly rate for all hours worked after completion of their twelve (12) hour period. The Employer reserves the right to create and utilize a work schedule that eliminates a double back requirement.

12.10: Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay.

ARTICLE XIII
WAGES

13.1: Classification and Rates. Listed in Appendix "A" and incorporated herein are the wages for the respective classifications covered by this Agreement.

13.2: Longevity. The City shall pay the employee twenty-five dollars ($25.00) for the first (1st) year of service and an additional twenty-five dollars ($25.00) for each year thereafter up to a maximum of $625.00. The amounts will be paid the employee no later than the second (2nd) pay period in December of each year.

ARTICLE XIV
INSURANCE

14.1: Hospitalization Insurance. The City will make available a group insurance program covering certain hospitalization, surgical and medical expenses from participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B through Blue

Cross/Blue Shield. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium, if any.

14.2: Term Life Insurance. All full time employees shall be eligible for term life insurance policy coverage in an amount of Ten Thousand Dollars ($10,000.00) with double indemnity for accidental death and dismemberment after completion of the waiting period presently in effect. The City agrees to pay the total premiums required for eligible employees for this term life insurance.

14.3: Dental Insurance. The City will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix C through Blue Cross/Blue Shield. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium.

14.4: Insurance Carrier. The City reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain equivalent or better.

14.5: Retiree Insurance. The following shall apply to employees who retire after July 1, 1985: Upon receipt of retirement benefits until age 62, the retiree shall be entitled to the same health and dental insurance coverage as is provided to employees, including dependent coverage, so long as the retiree pays 50% of the premium for said coverage; the City shall pay the remaining 50% of the premium for said coverage. From age 62 until age 65 or eligibility for Medicare, whichever comes first, the City shall pay 100% of the premium for said coverage.

A. From age 65 on, employees shall be able to purchase as part of the City's group rate, supplemental health care insurance to Medicare at the employee's expense (i.e., BC/BS Medicare Supplemental Benefits - 2-1 option and exact fill).

B. For employees retiring after July 1, 1994, the City would pay the premiums for retiree health insurance as stated in Section 14.5, however, the City's cost shall not exceed those for full family coverage in effect as of July 1, 1994. Employees who retire prior to July 1, 1994, would not be subject to the health care cap. Employees retiring before July 1, 1994 must give the City 90 days notice.

14.6: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, resigns, is laid off, or commences an unpaid leave of absence, the City shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the premium month in which the discharge, quit, resignation, layoff, an unpaid leave of absence commences. The City shall continue to pay insurance premiums for employees who are on a disability leave for a period of six (6) months, and for employees on a workers compensation leave for a period of eighteen (18) months. Employees on City approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the City, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The City shall resume payment of insurance premiums for eligible employees who return to work as of the first (1st) day of the premium month following the date of the employee's return to work.

14.7: Health and Dental Insurance Payments. The City agrees to pay the entire premium for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plans. The City's liability under this section shall be limited to these payments.

14.8: Sickness and Accident Insurance. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to seventy percent (70%) of their normal gross weekly wage (based upon forty (40) hours of work per week). These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Except as provided in subsection (e) of section 9.1, Paid Sick Leave, no employee shall duplicate or pyramid paid sick leave and sickness and accident benefits. The City agrees to pay the total premiums required for eligible employees.

14.9: In the event an employee's worker's compensation claim is contested which results in no sick and accident reimbursement until after the compensation dispute is resolved, leaving the employee with neither worker's compensation payments or sick and accident benefits, the City agrees to pay the lesser of the two amounts until such time as the lesser benefit is exhausted. Upon resolution of dispute, employee must make restitution to employer.

14.10: Social Security Portion of Medicare. Employees who so desire may have voluntary payroll deduction of the Social Security portion of Medicare-required contributions that subsequently make employees eligible for Medicare.

14.11: Pension. Effective July 1, 1993 police officers in the bargaining unit shall be entitled to improved benefits levels based on a normal retirement at age 50 with 25 years of service. A service factor based on 2.5% per each year of service not to exceed 75% maximum compensation. Final average compensation shall be a 3 year FAC. Other benefits and conditions are contained in the city pension ordinance covering police officers. Dispatchers shall be covered under the "general" pension program of the City ordinance.

14.12: Effective upon signing of this agreement, employee contribution rate shall be reduced from 8% to 7%.

14.13: Effective July 1, 1993, police officers in the bargaining unit shall only be entitled to participate in the city pension ordinance covering police officers. Those previously electing to participate in the City's defined contribution program may continue to do so.

14.14: Should the City improve current past retiree benefits, the Union may reopen the contract to negotiate pension benefits.

ARTICLE XV
UNIFORMS, SAFETY AND EQUIPMENT

15.1: Operational Procedures. The City, the Union, and all employees covered by this Agreement recognize that the City's primary duty and responsibility are to provide law enforcement assistance to the citizens of the City of Manistee. Bearing this in mind, the City will always consider the personal safety of the employees in establishing operational procedures.

15.2: Safety Protests. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest. If ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and refer the matter to the Chief for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up as being not in safe operating condition or not equipped with the safety appliances prescribed by law before such vehicle is checked and released by a Command Officer or garage.

15.3: Accidents and Equipment Defects. Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of his shift, report all defects of equipment which reasonably should have been known to the employee. Failure to comply with this provision shall subject such employee to disciplinary action by the City.

15.4: Uniforms and Equipment. The City shall provide such uniforms and equipment as the City shall determine is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

15.5: Eyeglasses. The City agrees to replace eyeglasses if such items are damaged while in the line of duty. Replacement will be allowed at the employee's regular optometrist.

15.6: Shoes and Flashlight. The City shall furnish or pay for one (1) pair of shoes per year for each employee. The City shall furnish a flashlight as part of the required equipment.

15.7: Lockers. Employees shall be furnished lockers, and the Employer shall continue to provide the necessary devices to insure reasonable comfort and protection for all its employees.

15.8: Cleaning Reimbursement. The Employer will reimburse the employees for cleaning of uniforms or replacement thereof where the cleaning or replacement is necessitated by extraordinary circumstances, including damage from fighting fires, resistance to arrest, or other unusual circumstances incurred in the line of duty.

15.9: Cleaning Allowance. Each employee shall receive a cleaning allowance of $200.00 payable the last pay period in June of each year.

ARTICLE XVI
PROMOTIONS

16.1: Promotions. The City agrees to utilize the following method of promotions for the rank of sergeant or detective sergeant.

Testing shall consist of the following weighted parts:

Written Test	=	40 points
Oral Interview	=	25 points
Paired Evaluation	=	25 points
Seniority	=	16 points
TOTAL	=	106 points

A candidate must have completed his fifth (5th) year of service to be eligible to compete for a promotion. Starting from the sixth (6th) year of service, the candidate shall receive one (1) point for each additional year of seniority up to a maximum of sixteen (16) points.

The candidate with the highest total number of points among the candidates testing shall receive the promotion. The City shall give at least ten (10) days advance notice of the date of any test.

16.2: Right to Return. Employees who are promoted to Sergeant are required to serve a new job probationary period of six (6) months to prove that they have the skill and ability to perform all the requirements of the sergeant's position. If the employee fails to meet all the requirements of the position to the satisfaction of the City, the employee will be transferred back to the employee's prior classification; provided, however, that the City reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

ARTICLE XVII
MISCELLANEOUS

17.1: Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

17.2: Director of Public Safety. Whenever "Chief" appears in this Agreement, it shall also mean "Director of Public Safety."

17.3: Posting of Time. The City agrees to post on a monthly basis the amount of sick leave, vacation time, and holiday time each employee has earned and has not used.

17.4: Residency. An employee hired prior to 7/1/88 may reside anywhere within the City of Manistee or within any of the four (4) named townships of Manistee County: MANISTEE, FILER, STRONACH, and BROWN TOWNSHIPS. An employee currently living within the City as of 7/1/88 is required to maintain his City residency provided, however, that he may locate his residence outside the City if he enters into an arm's length bona fide real estate agreement to purchase a residence, or land for a residence, in one of the four named townships on or before June 30, 1993. Employees hired after 7/1/88 must reside within the City of Manistee.

17.5: Reemployment Following Active Military Service. Employees who leave the employment of the City to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the City. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the City in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

17.6: Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

17.7: Intent and 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 now removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject. This Agreement can be modified by mutual agreement in writing by all parties, and the provisions of this Agreement shall be subject to any changes made necessary by reason of state or federal legislation.

17.8: Maintenance of Conditions. Mandatory conditions of employment in effect at the execution of this Agreement not otherwise covered by this Agreement shall be maintained during the term of this Agreement, provided, however, that this clause shall not be used to enforce any practice not known and allowed to exist as a practice by the City. The City will make no unilateral reduction in wages, hours, or changes in conditions of employment provided for in this Agreement during the term of this Agreement.

17.9: Physical Fitness Standards. During this contract the parties agree to continue discussions toward reaching a mutually agreeable physical fitness maintenance program.

ARTICLE XVIII
TERMINATION

18.1: Term of Agreement. This Agreement shall become effective on the date executed and shall remain in full force and effect through June 30, 1996, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to expiration deliver written notice to the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

18.2: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell
Patrick J. Spidell
Business Agent

MANISTEE POLICE OFFICERS
ASSOCIATION

W.A. Lindemann Pres. M.P.O.A.

Ed Sandbeck MPOA VP

Ron Gourney

CITY OF MANISTEE

City Mangr

By Council action 10/5/93

APPENDIX A

The following wage rates for patrolmen shall be effective the first (1st) full pay period beginning on or after the dates indicated:

	Start	1 Year	3 Years	5 Years
July 1, 1993				
Patrolman	$20,696 9.95	$23,046 11.08	$26,146 12.57	$28,475 13.69
Dispatcher	13,562 6.52	15,891 7.64	19,032 9.15	21,341 10.26
July 1, 1994				
Patrolman	$21,320 10.25	$23,732 11.41	$26,936 12.95	$29,328 14.10
Dispatcher	13,978 6.72	16,370 7.87	19,594 9.42	21,986 10.57
July 1, 1995				
Patrolman	$21,965 10.56	$24,440 11.75	$27,747 13.34	$30,202 14.52
Dispatcher	14,394 6.92	16,869 8.11	20,176 9.70	22,651 10.89

APPENDIX B

The following coverages are provided under the group hospitalization program:

Blue Cross/Blue Shield

MVF-1 Medical-Surgical
Catastrophic Master Medical (Option II)
Prescription Rider ($2.00 co-pay)
PREVENT

APPENDIX B

The following coverages are provided under the group dental program:

Blue Cross/Blue Shield

$800 Maximum Yearly Amount
Basic Services (50/50 co-pay)
Additional Services (50/50 co-pay)
Extended Services (50/50 co-pay)

LETTER OF UNDERSTANDING
CITY OF MANISTEE
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
REGARDING TEMPORARY SUMMER HELP

The parties are signatories to a collective bargaining agreement and have agreed to the following additional provisions regarding temporary employee(s).

1. The city may retain temporary, seasonal employees who are certified police officers with a term of employment not to exceed fourteen weeks. Said employee(s) shall be used exclusively to provide additional presence and patrol at the beaches, riverwalk, River Street area and parking lots.

2. Said temporary employee(s) shall not be members of the bargaining unit and shall have no rights or remedy under the collective bargaining agreement.

3. Said employee(s) may not be used to reduce any wages, hours or fringe benefits of any members of the bargaining unit; specifically including a prohibition on the use of a temporary employee in lieu of overtime for bargaining unit members.

4. The temporary employee(s) shall not work more than forty hours per week.

All other provisions of the agreement will remain unchanged and continue in force and effect. This agreement is dated 10/5/93, 1993.

POLICE OFFICERS ASSOC. OF MICHIGAN

Patrick J. Spidell

Patrick J. Spidell

W. H. Lindeman

Bill Lindeman, Local President

CITY OF MANISTEE

R. Ben Bifoss, City Manager

Robert C. Hornkohl

Robert C. Hornkohl, Director of Public Safety