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Topic: City Council Meeting

Time: May 2, 2022 07:00 PM Eastern Time (US and Canada)

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CITY COUNCIL MEETING

St. Ignace, Michigan

Monday, May 02, 2022 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

Zoom Meeting ID: 852 4235 0233

******A G E N D A******

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) PUBLIC HEARING—Dock 3 Lease
- 6) Additions to Agenda
- 7) Public Comment Regarding Agenda Items (2-minute limit)
- 8) Consideration of Minutes of April 18 and April 25, 2022
- 9) Old Business
 - A. Dock 3 Use Agreement & Resolution
- 10) New Business
 - A. FOP Contract
 - B. Mowing Bids
- 11) Consideration of Bills
- 12) Public Comment Regarding Non-Agenda Items (3-minute limit)
- 13) City Manager's Report
- 14) Committee Reports
 - A. Finance
- 15) Council Member Comments

***City of St. Ignace is an equal opportunity employer and provider
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**City of St. Ignace
Council Proceedings
(Unofficial)**

A Regular Meeting of the St. Ignace City Council was held on Monday, April 18, 2022, in the City Hall Council Chambers as a hybrid attendance meeting with Zoom video conference available.

The meeting was called to order at 7:00 p.m. by Mayor LaLonde, followed by the Pledge of Allegiance. Councilmember Williford gave the invocation.

PRESENT FROM CITY COUNCIL: Councilmembers Clapperton (via Zoom - Approved 2/7/22), Fullerton, Cronan, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Williford.

ABSENT – None.

STAFF PRESENT: Darcy Long, City Manager; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Charles Palmer, City Attorney; Tony Brown, Police Chief; Bill Fraser, DPW Director.

ADDITIONS TO THE AGENDA

Mayor LaLonde – Arnold Freight Company Additional Lease.

Councilmember Fullerton – Arnold Freight Company Service Assistance.

PUBLIC COMMENT – AGENDA ITEMS *(2-min limit)*

At this time, Clerk/Treasurer Insley introduced Kharizma Labinski as the City's newly-hired Utility Billing-Deputy Clerk.

Public comment was received regarding the use of Dock 3 and surrounding area.

CONSIDERATION OF MINUTES OF THE APRIL 4, 2022 REGULAR COUNCIL MEETING:

It was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve the minutes from the April 4, 2022, Regular Council meeting, as presented.

Roll Call Vote

Yes: Councilmembers Cronan, Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford and Clapperton.

No: None.

Motion carried unanimously.

OLD BUSINESS

No items were discussed.

NEW BUSINESS

A. MYFLIGHT HELICOPTER TOURS PRESENTATION – FAVORITE DOCK PLATFORM

Mayor LaLonde announced that MYFLIGHT Tours presentation has been rescheduled for a Special Council Meeting on Monday, April 25th at 6:30 p.m. in the Little Bear East Conference room with Zoom video conferencing available. Public will have an opportunity to ask questions after the presentation.

B. ZONING CODE AMENDMENTS

City Manager Long informed Council that the Planning Commission is recommending to update the descriptions of the Recreation Vehicle (RV) and the Temporary Shelter as presented. The following will also be added to Article IV Supplementary Regulations:

“Sect. 38-365: Temporary Shelters may not be used as dwellings. Camping is prohibited on public property and on vacant private property.”

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Clapperton, to adopt the Zoning Code amendments as presented.

Roll Call Vote:

Yes: Councilmember Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton and Cronan.

No: None.

Motion carried unanimously.

C. SPECIAL EVENT RESOLUTION TREK THE MIGHTY MAC 2022

Resolution

The following resolution was offered for adoption by Mayor Pro-Tem St. Louis, supported by Councilmember Fullerton:

WHEREAS, St. Ignace Visitors Bureau requests permission to conduct the 2022 “Trek the Mighty Mac”; and

WHEREAS, Chapter 22, “Peddlers and Solicitors” of the City of St. Ignace Code, as amended, requires certain criteria be met by St. Ignace Visitors Bureau, to comply with the “Special Events” requirements of the City; and

WHEREAS, St. Ignace Visitors Bureau has agreed to provide the City Council with all of the information required by Chapter 22, “Peddlers and Solicitors” of the City of St. Ignace Code, as amended; and

WHEREAS, it is understood that there may be fees for certain services provided by the City; and

WHEREAS, this event will be required to follow all COVID Federal, State and Local regulations in place at that time to qualify for Special Events status; and

THEREFORE, BE IT RESOLVED that the City Council has determined that St. Ignace Visitors Bureau, has agreed to meet the criteria established in the various sections of Chapter 22, “Peddlers and Solicitors” of the City of St. Ignace Code, as amended, within the time frame established in said Chapter 22; and

FURTHER BE IT RESOLVED that the City Council does approve St. Ignace Visitors Bureau to be a “Special Events Organization”, and approves the use of the various public properties within the City limits for this event on the days of Friday, September 23 through Sunday, September 25, 2022, and further grants St. Ignace Visitors Bureau the authority to control vending approved by the City during the event. The City of St. Ignace does not financially participate in “Trek the Mighty Mac”; and

FURTHER BE IT RESOLVED that the City does approve the use of the following areas and dates:

2022 Trek the Mighty Mac– September 23, 24, 25, 2022 at Little Bear East Community Center and parking lots.

Parade—I-75 BL Shoulder on Saturday, September 24 from 11:30 a.m. to 12:30 p.m. (No lane closures)

Music provided on Friday, September 23 from 4 p.m. to 7 p.m., and Saturday, September 24, from 12 p.m. to 2 p.m. at Little Bear East Community Center.

The event will close:

- Little Bear East parking lots Friday, September 23 at 3 p.m. to Saturday, September 24 at 3 p.m.

Roll Call Vote:

Yes: Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton, Cronan and Fullerton.

No: None.

Absent: None.

Resolution declared Adopted.

D. RESOLUTION CLOVERLAND EASEMENT

Resolution

The following resolution was offered for adoption by Councilmember Fullerton, supported by Mayor Pro-Tem St. Louis:

WHEREAS it is in the best interest of the City of St. Ignace to grant an easement, on property known as TAX# 052-002-001-00, to Cloverland Electric Cooperative, Inc. for the purpose of providing electric service to 401 Ferry Lane.

RESOLVED that the City of St. Ignace has approved the grant of this easement.

RESOLVED that the City of St. Ignace has authorized Darcy Long, City Manager, to carry out the grant of this easement.

WHEREAS said easement was executed by Darcy Long, on August 17, 2021 and retroactively approved by the St. Ignace City Council, on Monday, April 18, 2022, at 7:00 p.m. during a Regular Council meeting.

Roll Call Vote:

Yes: Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton, Cronan, Fullerton and Mayor LaLonde.

No: None.

Absent: None.

Resolution declared Adopted.

E. POLICE DEPARTMENT WEAPONS UPGRADE & BUDGET AMENDMENT

City Manager Long requested Council's approval for a budget amendment to support the purchase of six duty weapons purchased for \$3,003 from CMP Distributors Inc., stating the revenue generated by last year's sales of department items will off-set this expense. It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Williford, to approve a budget amendment for \$3,000 to the Police Department's Operating Supplies line item for this purchase.

Roll Call Vote:

Yes: Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton, Cronan, Fullerton, Mayor LaLonde and Councilmember Pelter.

No: None.

Motion carried unanimously.

F. FERRY LANE SOIL BORINGS

City Manager Long informed Council that C2AE has provided a proposal for professional services to conduct road soil borings and pavement design analysis on Ferry Lane in the amount of \$13,650. The preliminary work proposed will build opinions and options of cost for improving Ferry Lane surface conditions and is expected to begin in mid-May. It was moved by Councilmember Fullerton, seconded by Councilmember Cronan, to approve the proposal from C2AE for \$13,650.

Roll Call Vote:

Yes: Councilmembers Williford, Clapperton, Cronan, Fullerton, Mayor LaLonde, Councilmember Pelter and Mayor Pro-Tem St. Louis.

No: None.

Motion carried unanimously.

G. WATER/WASTEWATER GIS MAPPING DEVICE PURCHASE

DPW Director Fraser requested Council's approval to purchase a new GIS mapping device for use in the Water and Wastewater operations. The tool will allow direct communication to the system software in locating infrastructure assets. It was moved by Councilmember Pelter, seconded by Councilmember Clapperton, to approve the purchase of the GIS mapping device/service for \$2,700 from Silversmith Data.

Roll Call Vote:

Yes: Councilmembers Clapperton, Cronan, Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Williford.

No: None.

Motion carried unanimously.

H. PLANNING COMMISSION APPOINTMENT

Mayor LaLonde requests Council approval to appoint Connie Litzner to the Planning Commission, replacing Zachary Sylvain. It was moved by Councilmember Clapperton, seconded by Councilmember Williford, to approve the appointment of Connie Litzner to the Planning Commission.

Roll Call Vote:

Yes: Councilmembers Cronan, Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford and Clapperton.

No: None.

Motion carried unanimously.

ADDITIONS TO THE AGENDA

Councilmember Fullerton – Arnold Freight Company Service Assistance.

Councilmember Fullerton commended Arnold Freight Company for assisting Star Line Mackinac Island Ferry Company during a distress call from the motor vessel Huron in Lake Huron earlier this month.

Mayor LaLonde – Arnold Freight Company Additional Lease.

Mayor LaLonde announced that a Public Hearing is scheduled for May 2nd at 7:00 p.m., during a Regular Council meeting, to discuss the additional lease proposed between Arnold Freight Company and the City of St. Ignace regarding dumpsters at Dock 3.

It was moved by Councilmember Fullerton, seconded by Councilmember Cronan, to approve scheduling a Public Hearing for the additional lease for Arnold Freight Company for Monday, May 2nd at 7:00 p.m. during a Regular Council meeting.

Roll Call Vote:

Yes: Councilmember Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton and Cronan.

No: None.

Motion carried unanimously.

I. FINANCIALS

City Manager Long presented the March 2022 financials for Council to review and stated the Finance Committee will meet in May to discuss further budget amendments.

CONSIDERATION OF BILLS

It was moved by Councilmember Pelter, seconded by Mayor Pro-Tem St. Louis, to approve paying the bills in the amount of \$27,512.94.

Ace Hardware	March 2022 Statement	\$1,014.25
Airgas	DPW Rental Gas	\$173.95
All Star Graphics	DPW/WATER Uniform Shirt Prints	\$54.00
Axon Enterprise Inc	SIPD-Taser Instructor	\$375.00
BAM Tools	DPW Hex Tool	\$15.96
Belonga Plumbing	WWTR Camera Usage	\$200.00
Charles J. Palmer P.C.	March 2022 Statement	\$2,780.00
CMP Distributors Inc	SIPD-Weapon Purchase (6)	\$3,003.00

Coast-to-Coast Solution Cut River Small Engine Repair	SIPD-Kraft Paper Evidence Bags	\$161.31
	WWTR Power Washer	\$475.00
Darcy Long	Breakfast Mtg w/Atty & Lunch during Deposition	\$21.84
ETNA	WTR Line Hydrant Nozzle	\$550.20
Ferguson	Backflow Preventor Stock	\$525.00
Grainger	DPW Hard Hats	\$60.60
Grand Traverse Diesel Service Inc.	DPW Sensors	\$819.25
KSS	Park Supplies	\$1,729.05
Lynn Auto Parts Inc.	March 2022 Statement	\$2,004.33
Mackinac Ford Sales	March 2022 Statement	\$839.45
Mackinac Island Ferry Co- Star Line	LBE Concession Gas/DPW Rental Gas	\$76.95
Mark & Son Plumbing & Heating	WTR Plant Boiler Service	\$200.00
MI Assoc Chiefs of Police	SIPD-T. Brown Annual Membership	\$115.00
Michigan State Police	Token Fees 1/1 to 3/31/2022	\$33.00
Michigan Steam	DPW Hand brooms	\$596.28
Morgan Mills	LBE Weights & Equipment for Home Show	\$55.12
National Office Products	March 2022 Statement	\$504.44
NCL	WTR Plant Supplies	\$336.24
Northern Michigan Assoc Chiefs of Police	SIPD-T. Brown Annual Membership	\$75.00
Pollardwater	Dissolved Oxygen Meter Plant	\$1,524.51
Pomasl	SIFD-Fire Hose	\$258.00
Pro-Tech Sales	SIPD-Uniforms	\$839.00
Quill	Envelopes/CMGR Ofc Dry Erase Calendar	\$99.95
Safety-Kleen Systems, Inc	Window Solvent	\$158.00
Sault Printing	CHALL Copier/CMGR Printer Monthly	\$99.57
Snap-On Tools	DPW-Heavy Duty Creeper	\$351.00

Spartan Nash/Family Fare	March 2022 Statement	\$325.42
St. Ignace Auto	DPW Shop Tool	\$81.55
St. Ignace True Value Hardware	March 2022 Statement	\$1,276.92
The St. Ignace News	March 2022 Statement	\$1,311.76
Trojan Tech	WWTR Supplies	\$3,662.58
USA Bluebook	WTR/WWTR Supplies	\$571.46
WMLamptracker	WTR UV Bulbs Disposal Box	<u>\$159.00</u>
	Total:	\$27,512.94

Roll Call Vote

Yes: Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford, Clapperton, Cronan and Fullerton.

No: None.

Motion carried unanimously.

PUBLIC COMMENT - NON-AGENDA ITEMS (3 min limit)

No Public comment was received.

CITY MANAGER’S REPORT

City Manager Long updated Council on training for the Assistant to the City Manager for Asset Management and stated Zoom will be available for the Public Meeting on April 25th at Little Bear East Conference Center regarding the MYFLIGHT Tours presentation.

COMMITTEE REPORTS

SAEMS Minutes – City Clerk/Treasurer Insley informed Council that the former St. Ignace Area EMS Council is now the Straits Area EMS Authority, and the new ambulance arrived in March.

Dock 3 – City Manager Long reviewed the discussion points from the April 11th Committee meeting regarding the additional lease with Arnold Freight Company and the required process per the City Charter.

Finance Committee Minutes – Mayor LaLonde summarized topics at the April 13th meeting, including the process in the City Charter (Section 7) that must be followed regarding a request for the purchase of City property.

COUNCILMEMBER COMMENTS

Councilmembers each made various individual comments. Mayor LaLonde responded to a comment from the last Council meeting regarding the time clock used in Public Comment.

There being no further business, the meeting adjourned at 8:15 p.m.

William LaLonde, Mayor

Andrea Insley, City Clerk/Treasurer

**City of St. Ignace
Council Proceedings
(Unofficial)**

A Special Meeting of the St. Ignace City Council was held on Monday, April 25, 2022, in the Little Bear East Conference Center as a hybrid attendance meeting with Zoom video conference available.

The meeting was called to order at 6:30 p.m. by Mayor LaLonde.

PRESENT FROM CITY COUNCIL: Councilmembers Fullerton, Cronan, Mayor LaLonde, Mayor Pro-Tem St. Louis and Councilmember Williford.

ABSENT: Councilmembers Clapperton and Pelter.

STAFF PRESENT: Darcy Long, City Manager; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Tony Brown, Police Chief.

MYFLIGHT HELICOPTER TOURS PRESENTATION

Representatives from MYFLIGHT Tours presented Council with a proposal for a floating dock anchored off of Arnold Freight Company's Favorite Dock downtown to offer helicopter tours. After the slide show was complete, Mayor LaLonde opened the floor to the public's questions and comments. Overall, the proposal was not well received by the majority of attendants.

PUBLIC COMMENT

Public comment was received regarding noise concerns and the location of the floating dock.

There being no further business, the meeting adjourned at 8:34 p.m.

William LaLonde, Mayor

Andrea Insley, City Clerk/Treasurer

Resolution

A RESOLUTION APPROVING THE LEASE OF THE DESIGNATED FENCED AREA AT PUBLIC WORKS TO MACKINAC ISLAND FREIGHT COMPANY, LLC d/b/a ARNOLD FREIGHT COMPANY, A MICHIGAN LIMITED LIABILITY COMPANY OF MACKINAC ISLAND, MI 49757, FOR AN INITIAL PERIOD OF TWO YEARS.

The following resolution was offered for adoption by _____, supported by _____:

WHEREAS, the St. Ignace City Council finds that it is in the best interest of the City of St. Ignace to lease the designated fenced area at St. Ignace Public Works, 397 Graham Avenue, to Mackinac Island Freight Company, LLC d/b/a Arnold Freight Company, a Michigan Limited Liability Company of Mackinac Island, Michigan 49757 for an initial period of two years, and

WHEREAS, the City of St. Ignace will provide the lease of this designated fenced area to Arnold Freight for the purposes of storing and moving garbage bins. Arnold Freight will adhere to the boundaries as outlined in Exhibit B. Additional terms and conditions of the lease are as set forth in the lease agreement attached hereto as Exhibit A, and

WHEREAS, the St. Ignace City Charter, adopted in 1970, requires that the leasing of real estate be done by resolution and the affirmative vote of four (4) or more members of the City Council.

NOW, THEREFORE BE IT RESOLVED THAT THE ST. IGNACE CITY COUNCIL DOES APPROVE THE LEASE AGREEMENT WITH ARNOLD FREIGHT COMPANY OF THE DESIGNATED FENCED AREA FOR THE PURPOSES OUTLINED ABOVE AT 397 GRAHAM AVE. FOR AN INITIAL TERM OF TWO YEARS.

Roll Call Vote:

Yes:

No:

Absent:

I hereby certify that the above Resolution is a true copy of a Resolution presented to the St. Ignace City Council for adoption at a regular meeting held Monday, May 2, 2022, at 7:00 p.m.

Andrea Insley, City Clerk/Treasurer

EXHIBIT A

USE LEASE AGREEMENT

The following is intended to be an addendum to an Extension of Lease Agreement between the City of St. Ignace, Landlord, 396 N. State Street, St. Ignace, MI 49781 and the Mackinac Island Freight Company, LLC d/b/a Arnold Freight Company, a Michigan Limited Liability Company of Mackinac Island, MI 49757, signed on the 2nd day of May 2022.

In addition to the terms and conditions of the above mentioned Extension of Lease Agreement, the parties agree to the following terms:

1. Any full dumpsters from Mackinac Island arriving at Dock 3 or the leased area will immediately be removed from the site. A truck will be available and remove dumpsters immediately (no longer than 3 hours after arrival).
2. No dumpsters or related equipment will be permitted outside the designated area at **any time**. Violations will result in fines. The first violation will result in a \$200 fine, and the second violation will result in a \$500 fine. Any penalties will be added to the lease payment schedule as outlined below. The Tenant will be notified by phone of the violation and receive the violation letter via U.S. Mail. **Any violations over two will cancel this addendum, effective immediately, and disallow the Tenant's use of the area.**
3. Dumpsters will not be hauled to Dock 3 or the leased area on the weekends unless arrangements are made with the City, and they are removed immediately. The weekend is defined as 4 p.m. Friday until 8 a.m. Monday.
4. Empty dumpsters will be limited to no more than eight on the ground, sixteen double stacked. All empty dumpsters will be sanitized and cleaned to reduce odor. The Tenant will adhere to the boundaries as outlined in Exhibit B.
5. All full dumpsters awaiting removal will be tarped.
6. No dumpster will be permitted to be placed within 12ft of the water at any time.
7. It is expected that garbage services will increase during the Spring and Fall seasons, and the City will work with Tenant during those times. However, full dumpsters will be removed immediately after leaving the freight boat.
8. The Tenant will be allowed to place two trucks within the fenced area.
9. Gate must be closed the end of business each day and during the weekends.
10. The Tenant shall pay an additional fee for the placement of dumpsters on the subject property in the amount of \$5,000 annually. Lease not paid on time will see a 20% late charge.
11. This amendment shall continue for two years, and the terms and conditions will be reviewed annually. The lease term is January to December.
12. Rent is to be paid twice a year. Half is to be paid on the first Wednesday of January, and half is to be paid on the second Wednesday of July. For 2022, January's rent will be retroactively paid by May 9, 2022.
13. Gross violations (full dumpsters in fenced area or outside of leased area overnight or on the weekend, exceeding allowed number of dumpsters, equipment outside the fenced area, gate left open overnight or on the weekend, etc.) of this lease will terminate this addendum and disallow Tenant's use of the area.

City of St. Ignace

Mackinac Island Freight Company, LLC

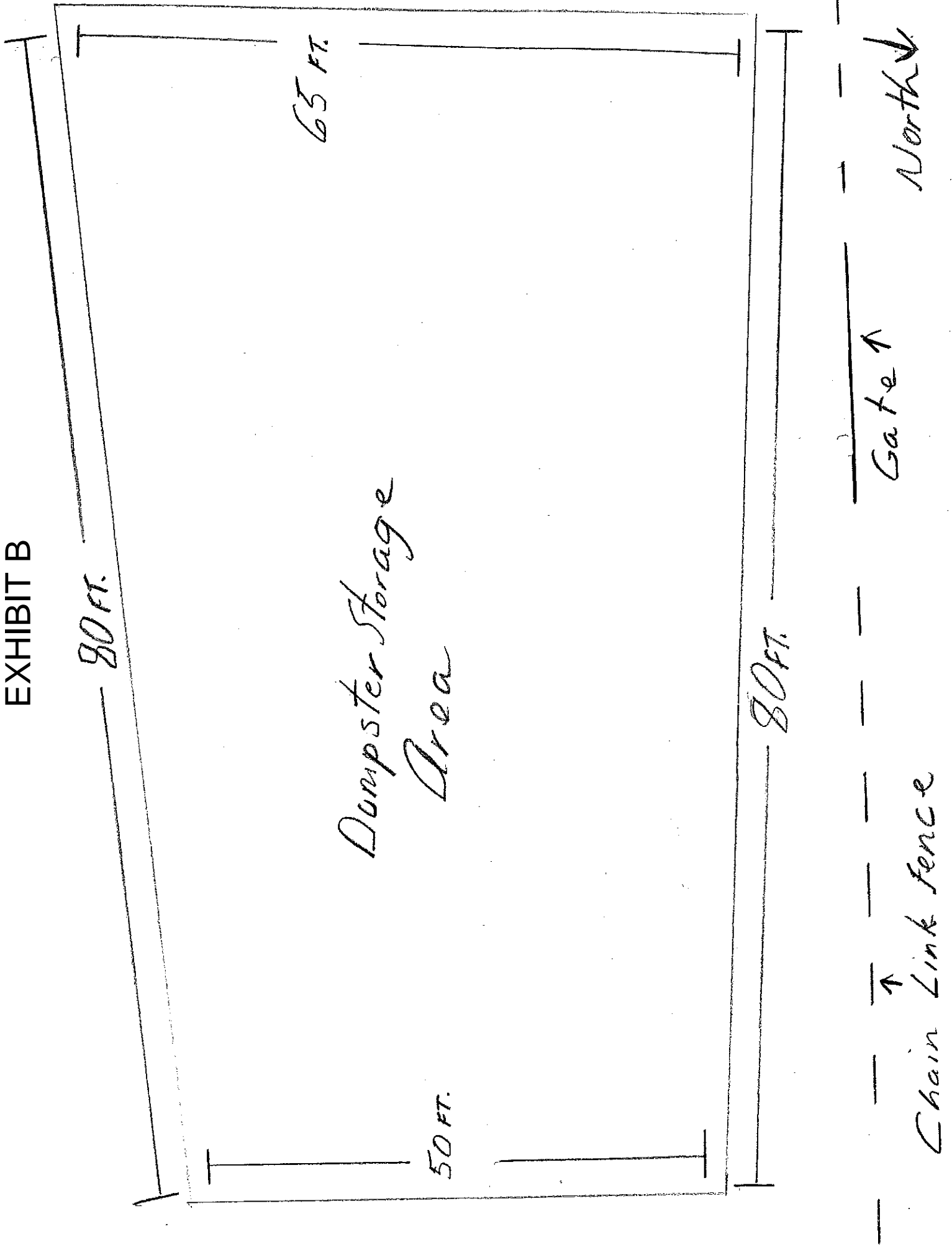
By: William LaLonde
Its: Mayor

By: Veronica Dobrowolski
Its: Owner/CEO

Dated: _____

Dated: _____

EXHIBIT B



AGREEMENT

between

CITY OF ST IGNACE

and

**MICHIGAN FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

and

**ST. IGNACE POLICE DEPARTMENT
BARGAINING UNIT**

January 1, 2022 through December 31, 2024

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LETTER OF UNDERSTANDING

AGREEMENT

This Agreement entered into on _____ and effective on **January 1, 2022**, between the City of St. Ignace, Michigan (hereinafter referred to as the “Employer”) and the Michigan Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees, and to these ends the Employer and the Union, as employee representatives, encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 380 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time and part-time employees of the Employer included in the bargaining unit, consisting of the Police Department, except the Chief of Police and supervisory personnel.

- A. **Full-Time Employee.** For the purpose of this Agreement, a full-time employee is defined to be one who is regularly scheduled to work one hundred sixty hours (160) in a monthly (30 day) payroll period.
- B. **Part-Time Employee.** For the purpose of this Agreement, A part-time employee is defined to be one who is regularly scheduled to work up to one hundred twenty-eight (128) hours per month. The Employer shall not utilize more than two (2) part-time employees for bargaining unit work. Part-time employees shall not be used to reduce or diminish the full-time staffing levels.

ARTICLE 2 **LANGUAGE**

- A. Unless otherwise defined in this Agreement, all words shall connote their common meaning.
- B. The heading, used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.
- C. Wherever, in this Agreement the masculine or feminine pronouns “man”, “men”, “he”, “she”, or related pronouns may appear, either as words or as parts of words, they have

been used for literary purposes and are meant in their generic sense (i.e. to include humankind, both female and male sexes).

ARTICLE 3

OPEN SHOP

Section 1. The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

1. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.
2. Check-off authorization forms shall be filed with the Employer's Finance Director.
3. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of:

Fraternal Order of Police Labor Council
1457 East 12 Mile Road
Madison Heights, Michigan 48071

4. It is the responsibility of the Labor Council to promptly notify the Finance Director of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.
5. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Finance Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
6. The Union shall provide at least thirty (30) calendar days written notice to the Finance Director of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Finance Director at least thirty (30) calendar days prior to its implementation.

Section 2. Indemnification - The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, or representation fees or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 4
AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 6
UNION REPRESENTATION

- A. There shall be a steward for the employees.
- B. A steward, during his regular working hours, without loss of pay, will be granted permission by his supervisor or department head to investigate and present grievances within his department, provided he has prior permission from his supervisor or department head, and provided permission shall not be unreasonably denied.
- C. The steward shall be allowed, during work hours, to present grievances to the Employer in accordance with the Grievance Procedure, provided he has prior permission from his department head.
- D. In any event, the Employer shall allow a reasonable period of time for investigation by the steward and presentation of grievances by the steward within the time limits imposed by the Grievance Procedure.

ARTICLE 7
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union ~~Steward~~ and the Employer, or its designated representatives, upon the request of either party. Such meetings shall be attended by at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in this agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for the time spent in such special conferences. The Union representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference in a room designated by the Employer.

ARTICLE 8
MANAGEMENT RIGHTS

It is recognized that the management of the City, the control of its properties and operations and the maintaining of order and efficiency are solely the responsibility of the City, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement. The rights and responsibilities belonging to the City include, but are not limited to,

the right to manage its business and direct the working force, including the right to decide the number and place of work locations, the services to be rendered, the place of services, the method of rendering services, the schedule of work, the designing the engineering of work, the right to determine job content of any work that shall be performed by employees; the right to maintain, including the right to hire, layoff, assign, transfer, promote, to discipline or discharge for proper cause, to make reasonable rules for employees, determine the qualifications of employees and determine the starting and quitting time and number of hours to be worked.

The above rights are not all inclusive and the City shall retain all rights, powers and authority it had prior to entering into this Agreement, subject only to the limitations of this Agreement.

ARTICLE 9
RESPONSIBILITY

- A. The Employer agrees that for the duration of this Agreement there shall be no lockouts.
- B. The Union, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sit-downs, slowdowns, or stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer. Any violation of this section of the Agreement may subject the Union, its officers, agents and members to legal remedies and/or discharge of participating employees; the Employer will also be subject to legal remedies (lockout of employees).
- C. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential services.
- D. The Union Representatives may have discussions with an employee during regular business hours upon approval in advance by the appropriate department head.
- E. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and the bargaining unit. This is recognized as a mutual obligation of the parties.
- F. To this end the Union agrees to work with the City in striving to implement means of improving current practices to the best level known and to making the most of the talents and abilities of the Union personnel.
- G. Employees covered by this contract receive adequate remuneration for work performed in providing various services to the public. It is mutually understood by the parties hereto, that the work is expected to be performed in a quality, workmanship type manner.

ARTICLE 10
GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the Grievance Procedure, the grievance must be presented within thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

The Employer agrees that all disciplinary action will be reduced to a written form and presented to the appropriate bargaining unit employee within ten (10) working days of its occurrence or within ten (10) working days of the Employer's knowledge of its occurrence.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

- A. If any employee feels he has a grievance, he may discuss the grievance with his/her immediate supervisor with or without the steward present.
- B. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form **supplied by the Michigan Fraternal Order of Police Labor Council** by the **Union or** steward to the immediate supervisor.
- C. **The immediate supervisor shall answer the grievance within ten (10) working days in writing to the Union.**

STEP 2. If the answer is not satisfactory, it shall be presented in writing by the **Union or** steward to the City Manager within five (5) working days after the immediate supervisor's response is due. The City Manager shall sign and date the Unions ~~steward's~~ copy. The City Manager shall respond to the **Union steward** in writing within five (5) working days of receipt of the grievance.

STEP 3. If the grievance remains unsettled, it shall be submitted by the Union Representative, in writing, to the City Manager who will forward it to the City Council or authorized group within seven (7) working days after the response of Step 2 is due. ~~The Union Representative or Counsel Spokesperson shall sign and date the Union Representatives copy.~~ The City Council or authorized group shall meet, within twenty (20) working days, with representatives of the Union, for the purpose of attempting to resolve the grievance. The City Council or authorized group shall respond in writing within five (5) working days after said meeting.

STEP 4.

- A. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, it shall, within thirty (30) working days of the response in Step 3, file a Demand for Arbitration in accordance with the **Michigan Employment Relation Commission's (MERC) Federal Mediation and Conciliation Service's** Rules and Procedures.

- B. The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relation Commission's (MERC) ~~Federal Mediation and Conciliation Rules and Procedures~~ Regulations.
- C. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employees or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- D. A grievance may be withdrawn, without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of the withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- E. Any grievance not answered by the Employer within the time limits shall be deemed settled on the basis of the Union's last demand.
- F. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- G. Time limits at any step of the Grievance Procedure may be extended by mutual agreement of both the Employer and the Union. Such extension agreements shall be reduced to writing and signed by the parties.
- H. For the purpose of this article, a working day shall be deemed to mean Monday through Friday, excluding holidays, and the day on which action is taken shall not be a part of the time limit provided at any step.

ARTICLE 11

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. No employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.
- B. The Employer agrees, promptly upon the discharge, suspension or written reprimand of an employee, to notify in writing the employee, and his steward, of the discharge, suspension or written reprimand. Said notice shall contain the specific reasons for the discharge, suspension or written reprimand.
- C. Discharge or suspension of an employee except probationary employees will automatically be referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. If the discharge or

suspension is not resolved in special conference and the Union wishes to process the matter further, it shall be submitted at Step 2 of the Grievance Procedure.

- D. In imposing any discipline or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than **three (3)** ~~five (5)~~ years previous.

ARTICLE 12

SENIORITY

- A. New hired employees shall be considered to be probationary employees for the first twelve (12) months of their employment (2080 work hours). When an employee completes the probationary period, they shall be entered on the seniority list of the bargaining unit and shall rank for seniority from their date of hire.

Part-time employees have no seniority.

Part-time employees who are hired as full-time employees shall have their previous part-time work hours count towards their full-time seniority (2080 part-time work hours equals one year seniority).

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on a bargaining unit wide basis, in accordance with the employee's last date of hire. There shall be no seniority among probationary employees.
- D. Entire Article is subject to the conditions contained in Article 46, State or Federally Funded Programs.

ARTICLE 13

SENIORITY LISTS

- A. **The Employer will provide a current seniority list upon request of the union, but said request to be no more than twice a year.**
- B. The seniority list will, for all employees covered by this Agreement, indicate the employee's name, date of hire, job classification, and department.
- C. The seniority list shall not be affected by the age, race, creed, sex or marital status of the employee or dependents of an employee.

ARTICLE 14
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. He quits.
- B. He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by certified mail to the employee at his last known address, that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leaves and leaves of absence will be treated the same as "C" above.

ARTICLE 15
SHIFT PREFERENCE

Employees shall be permitted to select their work shift by seniority. Employees (including the Sergeant) who select their shift by seniority to workday shifts will be required to give the option to their night shift partner to work three (3) months of days shifts each year. The months will be determined by the employees with any conflict decided by the Chief.

~~Shift preference, selected in September and March and effective October and April of each year, will be granted on the basis of seniority within the classification, provided, however, that in the Police Department the shift preference may be modified for training purposes and further provided that for seniority, a senior officer in the Police Department may bump only two (2) times a year in selecting shift preference, and no more, unless by mutual agreement of employees and Employer. A Police Officer shall have eight (8) hours off between shifts, except in an emergency.~~

ARTICLE 16
SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements which either party submits shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 17

LAYOFF

- A. The word "layoff" means a reduction in the work force. For purposes of this article, seniority shall be determined on a bargaining unit wide basis.
- B. In the event of a layoff, the following procedure will be followed:
 - 1. Part-time employees shall be laid off first, then;
 - 2. Full-time employees will be laid off within a classification in inverse order of their seniority.
 - 3. The Employer shall provide written notice to the Union Steward at least seven (7) calendar days prior to the effective date of the layoff indicating the number of employees to be laid off, their names and seniority dates. Employees to be laid off shall also receive at least seven (7) calendar days written notice of layoff.
- C. Disposition of layoff cases may, at the option of either party, be a proper matter for a special conference, and, if not resolved, it shall then be subject to Step 3 of the Grievance Procedure.
- D. When an employee is laid off or his position is eliminated within his department, such employee shall have seven (7) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority, providing he meets the minimum qualifications of the job and can perform the work satisfactorily. Any employee so "bumped" may follow the same procedure.
- E. There shall be no regularly scheduled overtime as a result of a layoff.

ARTICLE 18

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 17, Section B. Notice of recall shall be sent to the employee at his last known address, by registered or certified mail. It is the employee's responsibility to provide to the Employer any change of address. If an employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall, he shall be considered to have quit; and if he intends to report for work within fifteen (15) days, he must so advise the Employer in writing within five (5) days after receiving such notice.

ARTICLE 19

MILITARY LEAVE ACT

Military Leave shall be granted pursuant to current Federal Law.

ARTICLE 20
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Educational Leaves of Absence for Veterans are pursuant to current Federal Law.

ARTICLE 21
LEAVES OF ABSENCE

- A. Leaves of absence requested in writing, for periods not to exceed nine (9) months shall be granted for:
 - 1. Medical leaves (physical or mental) as certified by a duly licensed physician.
 - 2. Maternity leave with full paid health benefits.
- B. Leaves of absence requested in writing, for periods not to exceed nine (9) months may also be granted for:
 - 1. Serving in any elected or appointed position, public or Union.
 - 2. Educational leave, provided such education directly benefits the Employer and is directly related to the employee's current position.
 - 3. Prolonged illness in immediate family (spouse/minor child).
- C. An employee shall accrue seniority while on any leave of absence granted by the provisions of this Agreement. Should an employee granted a leave of absence under the provisions of this Agreement return from said leave of absence within nine (9) months or less, he shall be returned to his original position. Should an employee granted a leave of absence under the provisions of this Agreement remain on leave of absence in excess of nine (9) months, by mutual agreement of both parties, he shall be returned to a regular job opening to which his seniority entitles him upon termination of his leave.
- D. Members of the Union who are elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions provided it shall not exceed five (5) man days per year.
- E. Employees on medical leave (physical and/or mental) as certified by a duly licensed physician, will continue to receive health benefits up to a period of one (1) year subsequent to the granting of such leave, however, the employee will have the option to request an extension of said leave and benefits to the City Council. Employees receiving disability benefits will not be eligible to receive health benefits. Other leaves of absence as specified above shall be without pay or health benefits except as previously mentioned in this Article.
- F. Leave of absence not allowed for outside employment or no outside employment during leave of absence.

ARTICLE 22
LEAVE FOR UNION BUSINESS

ARTICLE 22
UNION BUSINESS LEAVE

12.0: State and National Conventions. To the extent that attendance for Union business does not substantially and adversely interfere with the Employer's operation, properly designated Union representatives, regardless of shift assignment **who are elected or selected by the Michigan Fraternal Order of Police Labor Council to attend state and/or national conventions or to attend educational conferences sponsored by the Michigan Fraternal Order of Police Labor Council** shall be allowed time off without pay to attend; provided, however, that such time off shall not exceed five (5) days in anyone (1) calendar year, at anyone (1) particular time, such employees do not number more than one (1). The employee must advise the Sheriff or his designee in writing twenty-one (21) calendar days prior to the absence. In addition, such employee may, at their discretion, utilize accrued PTO time instead of leave without pay for attendance.

~~Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed six (6) months or a term of office, whichever may be shorter, and upon their return, shall be re-employed at work with accumulated seniority.~~

~~To the extent that attendance for Union business does not substantially and adversely interfere with the Employer's operation, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union executive board meetings, local, state or area wide Union committee meetings, state or international conventions.~~

~~The Employees shall be permitted to use vacation time for such Union business up to a maximum of ten (10) days per year. Requests for such leave shall be made to the immediate supervisor at least forty eight (48) hours prior to the leave. Employees may reinstate such expended vacation time by cash payment to the City at the rate the employee was earning when the vacation time was used. The employee shall exercise the option of reinstating the vacation time not more than sixty (60) days after the use of the vacation time.~~

ARTICLE 23
RATES FOR NEW JOBS

When a new job is created within the department, the Employer will notify the Union in writing of the classification and hourly rate prior to it becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to negotiations and if agreement is not reached, the Employer may institute such proposed

classification and rate, but the disagreement may be submitted directly to Step 3 of the Grievance Procedure.

ARTICLE 24
TEMPORARY ASSIGNMENTS

Assignments within a department for the purpose of filling temporary vacancies may be made by the department head. In the case of a temporary promotion, a department head may assign an employee only with the mutual consent of the employee. Such will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. For the purpose of this Article, a temporary assignment shall be considered no longer than thirty (30) days, however, in the event that the Employer has a need to have an employee in a temporary position longer than thirty (30) days, a starting and ending date shall be mutually agreed upon by the Employer and the Union.

ARTICLE 25
UNION BULLETIN BOARDS

The Employer will provide a bulletin board in the Municipal Building which may be used by the Union for posting notices of the Union meetings, Union recreation and social affairs, and Union elections and appointments or other Union business.

ARTICLE 26
JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for the jury duty and his regular pay.

ARTICLE 27
SAFETY AND HEALTH

- A. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.
- B. A safety committee of employees and the Employer is hereby established. This committee shall consist of the Stewards and the Field Representative and shall meet quarterly with the Employer during regular daytime working hours for the purpose of making recommendations to the Employer. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety regulation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the Grievance Procedure.
- C. Safety Committee members shall be appointed by the Union. In the event that any mechanical equipment shall be determined unsafe, either for reasons of public safety or personal safety of the operator, he may in writing notify the supervisor indicating the type

of equipment, equipment number, date and time of day, stating that such equipment should not be operated until the unsafe condition is corrected. If the supervisor or designee rejects the member of the Safety Committee's recommendations, the Safety Committee member may appeal within five (5) days to the City Clerk or designee who shall make a final decision on the matter within five (5) days and furnish the Safety Committee member with said decision in writing.

In the event that any equipment is suspected to be unsafe by any employee in that it may cause injury to the employee or anyone else if operated or used under ordinary circumstances, the employee may notify the Supervisor indicating the type of equipment and the reason(s) for the suspicions of being unsafe. If the Supervisor or his designee rejects the opinion of the employee, the employee may appeal this decision to the Safety Committee within one (1) day of the date of the notification. The Safety Committee shall make a decision on the matter within five (5) days. The Safety Committee's decision shall be binding on all parties. An employee shall not be subject to disciplinary action by reason of the employee's failure or refusal to operate or handle any such suspected piece of equipment until a decision is made by the Safety Committee.

ARTICLE 28

HOSPITALIZATION AND MEDICAL COVERAGE

- A. The Employer agrees to provide and pay the full premium cost of health insurance coverage for current employees as of December 31, 2012. The Benefit and Rate Schedule, which is effective 12/20/2018, is set forth in Appendix A of this Agreement.
- B. New employees after January 1, 2013 follow a Tier Benefit Plan.
 - 1. Health Care – Single coverage for probationary period.
 - 2. No health care on retirement.
- C. The Employer agrees to continue health benefits to City retired employees exclusive of any dependents with the same plan as listed above in Article 28, Section A, until age 65 when Blue/supplemental insurance begins.
- D. In the event an employee covered under this Article elects not to utilize the Employer provided Group Health Plan due to cost or duplicate coverage, he/she must sign a written agreement to remain out of the program until such time as the contract for the program is reopened or unless extenuating circumstances cause the employee to not have duplicate health coverage. If these conditions are met, the employee shall receive an opt-out monthly payment equivalent to seventy-five percent (75%) of the individual (single subscriber) rate. All employees when "opting-out" will not be offered vision or dental coverage.
- E. As of January 17, 2003, the Employer agrees to pay full premium cost for a long-term disability plan with benefits beginning on the 21st day of disability

- F. Health care coverage can be opened annually for cost increases.

ARTICLE 29

LIFE INSURANCE COVERAGE AND LIABILITY COVERAGE

- A. The Employer agrees to pay the full premium for a term life insurance plan for each employee, face value of \$20,000 while employed. Employees have the option to purchase additional coverage at their own expense.
- B. The Employer agrees to provide liability insurance for all police officers, covering them from false arrest and false imprisonment in the performance of their duties.

ARTICLE 30

EQUALIZATION OF OVERTIME HOURS

- A. Overtime hours shall be divided as equally as possible among all employees in the same job classification within the department.
- B. Whenever overtime is required, the person with the least number of overtime hours within their classification will be called first, and so on down the list in an attempt to equalize the overtime hours.
- C. For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of employees working during that call-out period.
- D. Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.
- E. New employees hired after the effective date of this Agreement shall not be placed on the equalization of overtime list until they have completed their probationary period as set forth under Article 12, Seniority. Probationary employees can be assigned overtime they would be eligible for if they were on the equalization of overtime list, provided the overtime cannot be filled voluntarily using that list.
- F. Said employees shall be at such time placed on the list at the average overtime hours of all of the employees on said list within the same job classification within the department.
- G. It is further understood that in order for an employee to be considered and entitled to overtime work, he must have the ability to perform the work.
- H. All overtime equalization lists are to be posted in each department in a place that is accessible to the employees of that department.

ARTICLE 31
WORKERS COMPENSATION (On the Job Injury)

Each employee will be covered by the applicable Workers' Compensation Laws. An employee may use sick time accumulated to make up the difference between the amount allotted under the law and that which he would be entitled to if working.

ARTICLE 32
HOURS, OVERTIME, AND PREMIUM RATE

A. Workday – Work Week.

1. A normal workday shall consist of eight (8), ~~ten (10)~~ or **twelve (12)** consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time. A regular **period week** shall consist of eighty (80) hours of work performed in a period of **fourteen (14)** consecutive calendar days, or as established by practice or by agreement as to regular working hours and days. The parties agree to meet in special conference if any change is to be made in the regular working hours or regular work week for the purpose of negotiating said change.

B. Schedules.

1. ~~Employees work weeks shall be as set forth on the department work schedule, which shall be posted for six (6) month periods.~~ **The work schedule shall be determined by the Chief so that employees are scheduled for a yearly average of eighty (80) hours per two (2) week period with either eight (8) or, with prior approval of the Union, ten (10) or twelve (12) hours in a workday. Work schedules shall be posted three (3) months in advance, but this shall restrict the Chief's right to change the schedule if circumstances require. Employees shall be permitted to select their work shift by seniority. Employees (including the Sergeant) who select their shift by seniority to workday shifts will be required to give the option to their night shift partner to work three (3) months of days shifts each year. The months will be determined by the employees with any conflict decided by the Chief.** Employees shall be notified in writing at least fourteen (14) days in advance of any change in the work schedule unless mutually agreed upon by both parties.

C. Overtime.

1. ~~Police~~ For all hours worked over eight (8), **ten (10) or twelve (12)** in one (1) shift and for all hours worked over eighty (80) **hours** in pay period. Banked and accrued time taken shall be considered as time worked.
2. For the purpose of computing overtime pay, each sick leave day and each holiday shall be computed as eight (8), ~~ten (10)~~ or **twelve (12)** hours worked; except that where an employee's regular workday consists of less than eight (8) ~~ten (10)~~ or

twelve (12) hours, each holiday and each sick leave day shall be computed as being equal to the number of hours in that employee's regular workday.

3. The need for overtime call-out shall be at the sole discretion of the department head, or designee according to the chain of command.
4. Employees shall have the option of selecting either pay or compensatory time for overtime worked. Compensatory time shall be banked at the rate at which it was earned; that is, time worked that would be paid at time and one-half shall be banked at time and one-half. The maximum compensatory time which may be accrued by an employee shall be eighty (80) hours. An employee shall be permitted to use accrued compensatory time within a reasonable period (not to exceed one year) after it is requested provided it does not unduly disrupt the operations of the Department as determined by the Chief. All comp time over eighty (80) hours MUST be used before vacation time.

D. Call-Out.

1. An employee called out and physically reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 ½).
2. Full time employees shall be called out first, if an open shift occurs with less than twenty-four (24) hours notification.

~~E. Paid Breaks.~~

- ~~1. One fifteen (15) minute coffee break shall be allowed in the morning and one in the afternoon of each shift to be scheduled by the Chief; provided, that if required for efficiency or public safety, the Chief or supervisor from time to time may cancel a coffee break and shall shorten that day's shift by thirty (30) minutes. This applies to all Union employees.~~

ARTICLE 33 HOLIDAY PROVISIONS

- ~~A. The paid holidays are designated as: New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In addition, each employee shall have his own birthday off as a paid holiday. Should a holiday fall on a regular scheduled day off, the nearest regular scheduled workday shall be considered the holiday and will be paid eight (8), ten (10) or twelve (12) hours of pay according to normal work day.~~
- ~~B. Time and one half (1 ½) shall be paid in addition to the regular straight time holiday pay for all hours worked on holidays as defined in this Agreement, with the exception of an employee's birthday, which will be taken off at another time as approved by the Chief.~~

- C. Each employee shall be paid eight (8), ~~ten (10)~~ or twelve (12) hours of pay at his regular straight time rate for each holiday, as provided for above, except that an employee whose regular work day consists of less than eight (8), ~~ten (10)~~ or twelve (12) hours shall be paid for the number of hours in his regular work day at his regular straight-time rate.
- D. If an employee works on a holiday, the employee shall be paid for total hours worked on that day. Employees who are not working will only receive eight (8) hours of holiday pay.

ARTICLE 34
VACATION

A. ~~Vacation time shall be earned according to the following schedule: for employees hired prior to January 1, 2003 and before January 1, 2013, based on an eight (8) hour day.~~

<u>Years of Service</u>	<u>Vacation Earning Rate</u>
Less than 2 years	1/2 day per month of service — 4 hrs. 8 Hrs.
2 years, but less than 4 years	1 day per month of service — 8 hrs. 10 hrs.
5 years, but less than 10 years	1 and 1/2 days per month of service — 12 hrs.
10 years, but less than 15 years	1 and 2/3 days per month of service — 13.3 hrs. 14 hrs.
15 years or more	2 and 1/2 days per month of service — 20 hrs. 16 hrs.

B. Each vacation day shall be equivalent to eight (8), ~~ten (10)~~ or twelve (12) hours of work; except that where an employee’s workday consists of less than eight (8), ~~ten (10)~~ or twelve (12) hours, his vacation days shall each be equivalent to the number of hours in his regular workday.

C. ~~Vacation time shall be credited to each employee at the end of each pay period during the calendar year. An employee may accumulate vacation time according to the following schedule:~~ up to 240 hours.

<u>Years of Service</u>	<u>Maximum Accumulation</u>
Less than 2 years	72 hours (9 days)
2 years, but less than 8 years	144 hours (18 days)
8 years, but less than 15 years	216 hours (27 days)
15 years, but less than 20 years	240 hours (30 days)
20 years or more	400 hours (50 days)

Vacation Accumulation for January 1, 2013 is set at ~~200~~ 240 hours maximum accumulation.

D. A probationary employee shall not be eligible to use or be paid for vacation earned during his probationary period unless and until such probationary period is completed.

~~E. On the first payday in **October-December** of each year, any employee may elect in writing, to the City Clerk to convert vacation days earned into a cash payment according to the following formula; for each vacation day so converted, payment equal to eight (8) or ten (10) hours of straight time pay will be made. The maximum number of vacation days which may be converted in one (1) year is established by seniority as follows:~~

<u>Years of Service</u>	<u>Maximum Number of Vacation Days Which May Be Converted Per Year</u>
3 years, but less than 10 years	2 days
10 years, but less than 15 years	3 days
15 years, but less than 20 years	4 days
20 years or more	5 days

~~The payment thus computed will be made on the second payday in **October-December**.~~

ARTICLE 35
VACATION PERIOD

- A. Vacations will be granted at such times during the year as are suitable, considering, both the wishes of the employees and efficient operation of the department.
- B. Vacation will be taken in a period of consecutive days. Vacation may be split, providing reasonable notice is given by employee, and such scheduling does not drastically interfere with the operation. Use of vacation time shall be limited to 4-hour increments. Vacation time can be taken in less than 4-hour increments when prior approval is obtained from employee's supervisor.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for working during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation in the current year of straight time.
- F. Conflicting requests of vacations are to be resolved on the basis of seniority. In approving vacations, the Chief shall consider the employee's request and the operational needs of the department.

ARTICLE 36
PAY ADVANCE

- A. If a regular payday falls during an employee's scheduled vacation, or in an instance of an approved extended medical leave, he may receive that check on request before going on vacation or taking the extended medical leave provided the Employer is notified seven (7) calendar days in advance. Exceptions may be made in emergency situations at the discretion of the Employer.
- B. If an employee is laid off or retired, or severs his employment, he will be paid any unused vacation credit including that accrued in the current calendar year. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- C. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.
- D. In the event of the employee's death, all accumulated vacation time shall be paid to the employee's beneficiary.

ARTICLE 37
SICK LEAVE

- A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per calendar year, with eight hundred forty (840) hours maximum accumulation. All unused sick leave days will be paid upon severance of employment with the Employer, and upon the death of an employee, sick leave will be paid at a prevailing rate to the employee's beneficiary; provided that if an employee is discharged under the terms of this Agreement, no payment for unused sick leave will be paid. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically subject to one hundred five (105) days maximum accumulation.
- B. An employee desiring to be absent from work for good cause shall notify his department head, and the reason therefore, before the end of the previous day, if possible, and in any event, not less than one (1) hour before the beginning of his next work day except in cases of emergency beyond his control and in such cases, as soon as possible. Absence may be excused by the department head, but the department head may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in cases of more than three (3) consecutive days or if documented pattern of alleged abuse is shown. "Good cause" will be interpreted to mean a sick family member or dependent and/or a doctor/dentist appointment for such person.

- C. Regular part-time employees shall accumulate medical leave on a prorated basis in direct proportion of hours worked.
- D. At the employee's option, he/she may donate up to three (3) sick leave days per year to a sick leave bank. Such sick leave is to be used by employees who donate for a long-term illness when individual sick leave accumulation has been exhausted. Sick leave days donated to the sick leave bank shall be deducted from the employee's regular sick leave accumulation.
- E. On the first payday in October of each year, any employee who has accumulated more than forty (40) sick leave days may elect in writing, to the City Clerk, to convert sick leave days in excess of forty (40) into a cash payment according to the following formula: for each sick day so converted, payment equal to fifty percent (50%) of straight-time pay will be made, up to a maximum of sixty (60) hours of equivalent pay. The payment thus computed will be made on the second payday in October.

ARTICLE 38
FUNERAL LEAVE

An employee shall be allowed ~~five (5) working days (40 hours)~~ **forty-eight (48)** hours as funeral leave days with pay for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, ~~Wife, Husband,~~ **Spouse (Life-Partner)**, Son, Daughter, **Grandchild**. An employee shall be allowed ~~three (3) working days~~ **twenty-four** (24) hours as funeral leave days with pay for a death in the family. Family is defined as follows: Brother, Sister, Stepmother, Stepfather, Stepson, Stepdaughter, Mother-in Law, Father-in-Law, Grandparents, Spouse's **(Life-Partner)** Grandparents, Stepsister, Stepbrother, **Grandchild** or a person of the employee's household for which an employee is financially and physically responsible. Also, an employee who is selected to be a pallbearer for a deceased City employee will be allowed one (1) funeral leave day (8 hours) with pay not to be deducted from sick leave. An employee shall be allowed one (1) working day (8 hours) as funeral leave day with pay for the death of a Brother-in-Law or Sister-in-Law.

ARTICLE 39
PERSONAL LEAVE DAY

Each employee shall receive personal leave days per the following schedule: Hours based on normally scheduled hours either eight (8) or ten (10). or twelve (12). Employees upon completion of probation shall receive three (3) days per year of personal leave. The personal leave days shall be credited on January 1st of each year.

<u>Years of Service</u>	<u>Days Per Year</u>
<u>1 through 4 years of service</u>	<u>1 day per year</u>
<u>5 through 15 years of service</u>	<u>2 days per year</u>

Over 15 years of service

3 days per year

The above leave is non-accumulative. Employees applying for personal leave will give one (1) day advance notice to their department head whenever possible.

ARTICLE 40 **LONGEVITY**

All employees shall receive longevity, payable on the first pay period in January, for the gross wages earned in the previous calendar year.

<u>Years of Service</u>	<u>Percent of Gross Wages</u>
5 years but less than 10 years	1% of gross wages
10 years but less than 15 years	2% of gross wages
15 years but less than 20 years	3 % of gross wages
20 or more years	4% of gross wages

In the event an employee should retire before December, he may request in writing to have his longevity prorated.

NO LONGEVITY for employees hired on or after January 1, 2013.

ARTICLE 41 **RETIREMENT**

- A. The Pension Program for employees covered by this Agreement, hired prior to 1/1/2013, shall be the Municipal Employees Retirement System Plan B-4 (2.5% Multiplier), FAC 3 (final average compensation), 1.2% employee contribution, E2 COLA, 10 year vesting, 55 and out rider (which allows employees with 25 years of service to retire without a reduction in their benefit). The Employer will cover the full cost of the program, except for the required 1.2% employee contribution. ~~The entire cost of this program shall be paid by the Employer. The Employer agrees to pay the full cost of the M.E.R.S. Program F-55/25 E-2 Rider which allows employees with 25 years of credited service to retire at age 55 without a reduction in retirement benefit. Effective January 1, 2004, the retirement eligibility will be changed to 25 years of service with no age requirement.~~
- B. The Pension Plan for employees hired after 1/1/2013 will be a MERS Defined Benefit Plan with a 1.5% benefit multiplier, 10-year vesting, and FAC of 5. This plan can be paired with a MERS 457 plan consisting of an employee contribution and employer matching contribution as set forth below. The employee would be vested in the 457 component of the plan immediately and the DB plan after 10 years of service.
- ~~B. Effective January 1, 2008, benefit FAC 3 will be implemented, and employees will contribute 1.7% of retirement eligible compensation to the retirement system.~~

~~C. Effective January 1, 2010, employee's contributions will be 1.2% of retirement eligible compensation to the retirement system.~~

~~The Pension Plan for employees hired after the effective date of this Agreement will be the MERS Hybrid Plan consisting of a Defined Benefit Pension with a 1.5% multiplier per year of service, and a Defined Contribution Plan consisting of an employee contribution and Employer matching contribution as set forth below. The employee will be vested in the D.C. component of the Plan immediately and the D.B. plan after 10 years of service.~~

The City of St. Ignace will contribute matching funds into the Defined Contribution fund at the following rates:

Probation Year	No match
After 1 st year	1% match
After 2 nd year	2% match
After 3 rd year	3% match

The Employer shall permit employees to purchase additional years of service under the provisions of the M.E.R.S. Program at no cost to the Employer.

ARTICLE 42
UNEMPLOYMENT COMPENSATION

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 43
WORK PERFORMED BY SUPERVISORS

No work (which is normally performed by members of the bargaining unit), shall be performed by supervisory or non-union persons (which are not a member of the bargaining unit) that will result in the loss of regular time or overtime pay to members of the bargaining unit, except in cases of emergency.

The Chief of Police shall be allowed to perform certain bargaining unit work under the following conditions:

- A. In the case of emergencies, work force shortages, or special events.
- B. During his/her regular working hours and workdays of Monday through Friday.

It is specifically understood that he/she shall not perform bargaining unit work, except as provided above, which would displace or replace bargaining unit employees or cause the layoff or cause bargaining unit employees to lose overtime as a result of his working other than the conditions listed above. It is also understood that the Chief of Police shall not perform bargaining

unit work on Saturdays, Sundays, or holidays, as defined in Article 33, except for emergency purposes and/or special events.

ARTICLE 44

PAYCHECKS

~~Paychecks shall be prepared and available on a biweekly basis by direct deposit as per past practice to employees by 11:00 a.m. on payday.~~

ARTICLE 45

CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit and which would result in a layoff of any members of the bargaining unit.

ARTICLE 46

MISCELLANEOUS PROVISIONS

PHYSICAL EXAMINATIONS – POLICE OFFICERS

- A. The Employer, upon probable cause to believe an officer's physical ability to perform the necessary functions of their position is impaired, may require the officer to submit to a fitness for duty examination. The Employer will pay all costs incurred for the examination, and the employee will be furnished a copy of the results of the examination.
- B. Employees failing to pass physical examinations may employ a qualified medical examiner of their own choosing and at their own expense to conduct a further physical examination for the same purpose. If the findings of the employee's medical examiner disagree with the Employer's, a copy of the employee's medical examiner's findings shall be furnished to the Employer and the Employer will, at the request of the employee, ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the employee for the same purpose (at the Employer's expense) and the findings of such third medical examiner shall determine the disposition of the case. This provision is not intended to restrict any of the Employer's rights under the State Worker Compensation Laws.

STAND-BY PAY FOR POLICE

A police officer shall receive four dollars (\$4.00) for each hour of stand-by duty assigned to him by the Chief of Police.

COURT-TIME FOR OFFICERS

When an officer is required to appear in court as a result of employment, that officer will be paid at least two (2) hours pay at the rate of time and one-half (1 ½), provided court time occurs beyond the officer's regular shift. In the event of a cancellation by the court, the officer will still receive the two (2) hours pay at time and one-half (1 ½) unless the officer has been notified at least eight (8) hours in advance.

TWO-MAN PATROL CAR

~~Between the hours of 8:00 pm to 8:00 am, two (2) men per patrol car may be requested by the regular police officer for that shift. If an auxiliary officer is assigned as the second person in the patrol car, the regular officer will receive an additional \$1.00 per hour with his regular pay for this shift. If the regular officer chooses to work this shift alone, he will receive an additional \$1.00 per hour with his regular pay for this shift. The Chief of Police shall have the discretion to make the second man assignments.~~

UNIFORMS

The Employer agrees to provide a uniform allowance to the Police Department employees of ~~two hundred seventy five dollars (\$275.00)~~ **Five hundred dollars (\$500.00)** per man per year upon Council approval of bills. **The uniform allowance will be paid in a separate check in the first pay period in the month of January.** This uniform allowance includes shoes/boots. In addition, the Employer will pay one hundred twenty-five (125.00) dollars total per year per policeman for laundering purposes.

It is hereby mutually agreed so long as the Employer is furnishing the above mentioned uniforms; the Employer shall have the right to select the uniform to be worn by the employees. However, the employees shall be afforded the opportunity to request seasonal adjustment or adjustments in the number of shirts to pants, etc. As in the past, the employees may also request to substitute uniforms for boots or other items of seasonal apparel so long as the cost of said substitution does not exceed the cost of the five (5) uniforms purchase price.

ARTICLE 47 SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchasers, lessee or transferees, whether each succession, assignment or transfer be elected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 48 APPENDICES

The following appendices are incorporated and make a part of the Agreement:

Appendix A	Medical Insurances
Appendix B	Dues Deduction Form NO APPENDIX B
Appendix C	Harassment Policy NO APPENDIX C
Appendix D	Harassment Policy
Appendix E	Drug Free Work Place Policy

ARTICLE 49

WAGES AND CLASSIFICATIONS

ARTICLE 50

WAGES AND CLASSIFICATIONS

Effective Date:	1/1/22	1/1/23	1/1/24
Patrol Officer			Wage Re-opener
Year 1	\$20.70/hr.	\$21.70/hr.	\$21.70/hr.
Year 2	\$22.08/hr.	\$23.08/hr.	\$23.08/hr.
Year 3	\$24.00/hr.	\$25.00/hr.	\$25.00/hr.

Prior service time is considered for new hires, Police Chief discretion to increase up to 3rd year.

Sergeant	\$24.65/hr.	\$25.65/hr.	\$25.65/hr
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* Pay Raise 1-1-2022 \$1.61 per hour per step for Patrol Officer and Sergeant.

* Pay Raise 1-1-2023 \$1.00 per hour per step for Patrol Officer and Sergeant.

* Retroactive pay for all classification back to January 1st, 2022 payable within 30 days of the execution of the collective bargaining agreement by all parties.

Any officer performing the duties of the Chief of Police when the Chief is absent due to vacation, sick leave or for other reasons, for any period extending beyond three days, shall receive the same rate of pay as the Sergeant provided the Sergeant is also absent concurrently with the Chief of Police.

Police officers shall receive ~~twenty cents (\$0.20)~~ **one dollar (\$1.00)** per hour shift differential for all hours worked between the hours of ~~8:00 p.m. and 8:00 a.m.~~ **6:00 p.m. and 6:00 a.m**

ARTICLE 50
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 pm, **December 31, 20XX.**

- A. If either party desires to terminate this Agreement on **January 1, 2022** it shall, sixty (60) days prior to the termination date; give notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a party of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Negotiation. The parties hereto agree to meet for a first negotiation session within twenty (20) days of the date of the notice in Section B.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

FOR THE UNION:

FOR THE CITY

Business Agent/FOPLC

Darcy Long, City Manager

Steward

Charles Palmer, City Attorney

APPENDIX D
CITY OF ST. IGNACE HARASSMENT POLICY

PURPOSE:

To maintain a quality working environment for all employees or potential employees of the City of St. Ignace so that they may work free from intimidation, humiliation, insult or subjected to offensive physical or verbal abuse or actions, direct or insinuated, of a sexual, ethnic, racial or religious nature, the City of St. Ignace adopts the following order against all forms of sexual, ethnic, racial, religious harassment or otherwise defined as unwanted conduct.

STATEMENT/PROCEDURE:

Sexual, ethnic, racial and religious harassment is an offense against the City of St. Ignace and an offense against the employees. Offenses refer to physical, verbal or implied actions that have the purpose or effect of creating a hostile, offensive or intimidating working environment or has an ethnic, racial, religious or sexual basis or both. Examples would include but are not limited to physical contact of a sexual nature; sexual, racial, ethnic or religious jokes, comments, insults, cartoons, innuendos or personal conduct or mannerisms that could be construed as offensive.

It is the City of St. Ignace's position to take affirmative action to prevent such unwanted conduct from occurring and to deal with all such incidents in a fair, impartial and speedy manner. All complaints or incidences will be investigated on a case by case basis. Any employee believing that he/she is/has been a victim of sexual harassment may contact the Supervisor within their department to report the occurrence. The Supervisor shall in turn report immediately to the City Manager. In those incidences where a violation has been shown to occur, immediate action will be taken to remedy the situation and to prevent its re-occurrence.

It is each employees responsibility to help eliminate all forms of harassment and unwanted conduct. It shall be every Supervisors responsibility to prevent such behavior from occurring within his/her jurisdiction and shall report any occurrences that he/she had knowledge of in any area of their department.

Nothing in this policy prevents an employee from directly contacting the City Manager to file a complaint in addition to or in lieu of contacting the designated personnel of their department.

All members who violate this policy will be subjected to disciplinary action up to and including dismissal.

APPENDIX E
DRUG FREE WORK PLACE POLICY

The City of St. Ignace, in a positive effort to provide a healthy and safe working environment for all of its employees and the citizens of the community, has instituted a “Drug Free Work Place Policy.” To that end the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee’s ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or tends to undermine public confidence in the City’s workforce. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the serious duty entrusted to the employees of the City with knowledge that drugs and alcohol do hinder a person’s ability to perform duties safely and effectively, the following policy against drugs and alcohol abuse is hereby adopted by the City of St. Ignace.

POLICY

It is City’s policy that employees shall not report to work under the influence of alcohol or drugs or have the odor of alcohol on their breath, possess, **while on duty or on stand by sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty, or have their ability to work impaired as a result of the use of alcohol or drugs.**

While use of medically prescribed medication and drugs is not per se a violation of this policy, an employee should use good judgement, before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee’s ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

The City has, with the cooperation of the Mackinac County Substance Abuse Program, established a voluntary program to assist employees who wish to seek help for alcohol or drug problems.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains joint control with the employee or full control. All City vehicles are subject to search by appropriate management personnel such as the immediate Supervisor or City Manager. Notification to the Union Representative or Steward will be made prior to any such searches of jointly controlled property commonly used by union employees. Warrants will be obtained should it become necessary to search areas beyond the City’s immediate control. Violations of this policy shall be grounds for disciplinary action, up to and including discharge for serious or repeated infractions. Any confirmed indication of drug use shall be grounds for

removing an employee from a sensitive position. Department Heads at comparable levels of authority will be removed upon confirmation of illegal drug use.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be instructed to wait for a reasonable time until an authorized City representative can transport the employee from the work site.

APPLICATION

A. Personnel

1. All officers, employees and applicants who are selected for positions with the City of St. Ignace.

B. Substance

1. Alcohol
2. Illegal drugs
3. Legal drugs and other substances which may impair an employee's ability to effectively perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to alcohol or drug use, on or off duty. An employee not reporting to call-out because he/she believes that their ability would be impaired due to alcohol or drug use, and who informs the Supervisor or Foreman of such shall not be charged "refusal time" in equalizing overtime.
- B. Not possess or use, or have the odor of alcohol or drugs on his/her breath during working hours, on breaks during meal periods while on City property in an official capacity or while operating any City vehicle.
- C. Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty, or "on-call".
- D. Submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a responsible City representative.
- E. Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- F. Provide within twenty-four (24) hours of request a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action.
- B. Managers and supervisors may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulate facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- 1. Slurred speech;
 - 2. Alcohol on breath;
 - 3. Inability to walk a straight line;
 - 4. An accident involving City property;
 - 5. Physical altercation;
 - 6. Verbal altercation;
 - 7. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
 - 8. Possession of alcohol or drugs;
 - 9. Information obtained from a reliable person with personal knowledge.
- C. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol analysis should immediately notify the City Manager or his designee(s) to meet him/her to observe the employee's behavior. Should the City Manager or his designee(s) concur that the employee appears to be in violation of the policy, the following procedure shall immediately be applied:
 - 1. The manager or supervisor should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
 - 2. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the City's

designated Employee Medical Services where a drug and/or alcohol test will be requested.

3. Any manager or supervisor encountering an employee who refuses to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and consequences of this policy. Any employee refusing to submit to a drug and/or alcohol test shall not be forced to submit to such testing. The manager or supervisor should ask the employee to wait a reasonable time until an authorized City representative can transport the employee home.
4. Managers and supervisors shall not physically search employees.
5. Managers and supervisors shall notify the St. Ignace Police Department when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.
6. Managers and supervisors shall not confiscate without consent, prescription drugs or medications from an employee who has a prescription.

D. Results of Drug and/or Alcohol Analysis.

1. Upon a negative result, the employee shall return to work and job performance will continue to be monitored.
2. If the test result is positive, the employee may request a re-test to be performed immediately after the initial test. First Offense: in an effort to encourage the employee to take responsibility for his/her problem, first violation of this policy will result in a formal referral to the Mackinac County Substance Abuse Program Director.

The Employee may have the option on the appropriate leave to be charged for the time the employee is not on the job. (i.e., sick leave, vacation, comp time, etc.)

Second Offense: Suspension from 5 to 10 days if occurring within a twelve (12) month period.

Third Offense: Suspension from 10-30 days, demotion or dismissal of occurring within twelve (12) months of the second offense.

PHYSICAL EXAMINATION AND PROCEDURE

- A. Physical examinations are required for all applicants selected for positions with the City of St. Ignace. (as part of these examinations, a urine drug screening will be given).
- B. The drug analysis may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to prescription and medications, heroin, cocaine, morphine and its derivatives, P.C.P.,

methadone, barbiturates, amphetamines, methaqualone, marijuana and other cannabinoids. The analysis shall be conducted in accordance with established clinical procedures.

- C. After the drug analysis is completed, the sample shall be processed in accordance with established clinical procedures.
- D. A confirmatory analysis after an initial positive result will be conducted in accordance with established clinical procedures.

RESULTS OF DRUG ANALYSIS

Pre-employment physicals.

- A. A positive result from a drug analysis may result in the applicant not being hired.
- B. If an applicant is not tested positive for drugs, the City Manager shall decide whether the applicant may be hired after considering all relevant information (discussion with physician, medical history, position applied for).

CONFIDENTIALITY

Laboratory reports or test results shall appear in an employee's confidential file. The reports or test results may be disclosed to City Council on a strictly need-to-know basis and to the tested employee on request. Disclosures, without patient consent, may also occur when:

- A. The information is compelled by law or by judicial or administrative process;
- B. The information has been placed at issue in a formal dispute between the Employer and employee;
- C. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

SEVERABILITY

The provisions of this policy are severable and if any of its provisions shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of remaining provisions.

LETTER OF UNDERSTANDING

between

THE CITY OF ST. IGNACE

and

THE MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

WHEREAS: The City of St. Ignace, (Employer) and the **MI Fraternal Order of Police Labor Council**, (Union) are parties to a Collective Bargaining Agreement, effective January 1, 2019 through December 31, 2021.

AND: The parties are desirous of implementing a twelve (12) hour, eighty (80) hour work schedule, on a trial basis. The parties have agreed to modify the current Collective Bargaining Agreement for the six (6) month trial period as follows:

ARTICLE 32 – HOURS, OVERTIME AND PREMIUM RATE:

Section A-1, Work Day – Work Week:

A normal work day shall consist of eight (8) or ten (10), or **twelve (12) consecutive hours** of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time.

A regular work week shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days, **or eighty (80) hours in a fourteen (14) consecutive calendar period, if assigned to the twelve hour shift.**

Section C-1 and C-2, Overtime:

1. Police: For all hours worked over eight (8) or ten (10) **or twelve (12)** in one (1) shift and for all hours worked over forty (40) in one (1) week **or over eighty (80) in a fourteen (14) consecutive calendar day period.** Banked and accrued time taken shall be considered as time worked.

2. For the purpose of computing overtime pay, each sick leave day and each holiday shall be computed as eight (8) or ten (10) **or twelve (12)** hours worked; except that where an employee's regular work day consists of less than eight (8) or ten (10) hours **or twelve (12)** each holiday and each sick leave day shall be computed as being equal to the number of hours in that employee's regular work day.

ARTICLE 33 – HOLIDAY PROVISIONS:

Section 33-A and 33-C:

A. The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In addition, each employee shall have his own birthday off as a paid holiday. Should a holiday fall on a regular scheduled day off, the nearest regular scheduled work day shall

be considered the holiday and will be paid eight (8) or ten (10) or twelve (12) hours of pay according to normal work day.

C. Each employee shall be paid eight (8) or ten (10) or twelve (12) hours of pay as his regular straight time rate for each holiday, as provided for above, except that an employee whose regular work day consists of less than eight (8) or ten (10) hours shall be paid for the number of hours in his regular work day at his regular straight-time rate.

~~If an employee works on a holiday, the employee shall be paid for total hours worked on that day. Employees who are not working will only receive eight (8) hours of holiday pay.~~

THE ABOVE IS SECTION D AND HAS NO CHANGES THEREFORE SHOULD NOT BE INCLUDED HERE

The representatives of the Employer and Union, upon the written request of either party, agree to meet, from time to time, and discuss any problems or conflicts which may arise during the six (6) month trial period of the twelve (12) hour shift schedule.

Any modifications to this Letter of Understanding must be in writing and signed by the Employer and Union representatives.

At the end of the trial period the parties shall meet to determine if the twelve hour shift shall continue.

Those Articles and Sections not altered or modified herein shall remain status quo. The terms and conditions of this Letter of Understanding are not intended to diminish or reduce the current wage or benefit of any employee.

FOR THE EMPLOYER

FOR THE UNION

Date _____

Date _____

BID SUBMITTED PURSUANT TO THE CITY OF ST. IGNACE

The undersigned hereby declared that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that they have carefully read and examined the Contract Documents and understand all of the same; that they, or their representative, have made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposed and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus, and transportation services necessary to do all the work specified or referred to in the RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that they will take in full payment, the unit prices set forth in the proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Pursuant to your lawn care services request for bids dated April 13, 2022, I submit the following as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written, 2-year contract with the City of St. Ignace which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amount listed as outlined in this bid proposal:

	Weekly, Per-Cutting Cost
• Fire Hall Lawn	\$ <u>135</u>
• Little Bear East Lawn & Overflow Lot	\$ <u>310</u>
• McCann T-Ball Field/Basketball Court	\$ <u>265</u>
• Lake Street Basketball Courts	\$ <u>45</u>
• Truckey Street Tennis Courts	\$ <u>75</u>
• Little Bear East Ballfields	\$ <u>310</u>

Company: Precision Edge Outdoor Services
Address: W676 Postage Road
St. Ignace MI 49781
Phone: 906-440-7553

Authorized Agent: Kyle Brow
Signature: Kyle Brow
Title: Owner
Date: 4/20/2022

Invoices for Approval

Monday, April 29, 2022

Amazon	WTR-Wrench, Label; WWTR Binders; DPW-Printer	\$325.30
APS Water Services Corporation	WTR Switch Assembly	\$113.48
Arrow Signs	Marina, Dog Run Sign/MJ ST Delineator, Clk Nameplate	\$485.00
BS&A Software	Annual Software Agreement	\$4,214.00
C2AE	Pro 21-0085 Phase 1 WW - CWSRF Wastewater	\$3,874.33
ETNA	Trunk Line Repair Parts/MDOT Reimbursement	\$9,887.96
Evashevski Law Office	S.A.F.A.	\$270.00
Ferguson	WTR-Meter Parts	\$297.25
Great Lakes Coca-Cola	LBE- Concession	\$226.20
Hawkins	Water Plant Chemicals	\$3,927.43
Hydrite	WWTR - Ferric Chloride	\$11,361.31
Joseph Stearns	Marina Breaker Replacement Reimbursement	\$293.83
KSS	LBE Toiletries/Cleaning Supplies	\$775.51
Levering Small Engine	Transfer Fees/Shipping Fees	\$222.75
NCL	Water Plant Supplies	\$229.61
Northern Lights Family Outfitters	WWTR Uniform Pants-G. Laysell	\$155.00
Oscar W. Larson Co.	Marina-Quarterly UST "B" Inspection	\$190.00
Paragon Laboratories	WWTR Testing	\$223.40
R&R ire Truck Repair, Inc.	SIFD-Quarterly Maintenance	\$241.98
Rudyard Electrical Service, Inc.	Water Plant Service	\$260.00
The St. Ignace News	LBE-Home Show Vendor Tags	\$42.51
Witmer	SIFD-Straps, Harness, Rope, Carabiner	\$2,871.12
		\$40,487.97