

6/30/93

AGREEMENT BETWEEN

CITY OF MT. MORRIS
and the
LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE

MT. MORRIS POLICE DEPARTMENT DIVISION

Mt. Morris, City of

July 1, 1990 - June 30, 1993

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 1990, between the City of Mt. Morris, hereinafter referred to as the "Employer", and the Labor Council, Michigan Fraternal Order of Police, Mt. Morris Police Department Division, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular, salaries employees of the Mt. Morris Police Department, employed or whose positions are classified as patrolman. The term "officer", as used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit. The term "regular" refers to full-time employees employed throughout the year who have completed the formal or informal probationary period as distinguished from seasonal, probationary, and/or temporary employees.

Section 2. Aid to Other Organizations. The Employer agrees not to bargain in regard to the salaries, hours, or working conditions of the members of this unit with any labor organization other than the Union for the duration of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Rights. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs.

Section 2. Powers and Duties. The Employer on its own behalf and on the behalf of its electors hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States, the City Charter, the City of Mt. Morris Ordinances, as amended, and any resolutions passed by the City elected officials. Any resolution dealing with wages, hours and working conditions of employment of the bargaining unit members shall be subject to the grievance procedure.

All rights which ordinarily vest in and are exercised by the Employer except such as are specifically relinquished with this Agreement are reserved to and remain vested in the Employer.

Section 3. Notification of Amendments. The Employer agrees to notify, except in cases of emergency, the Union of any amendments to the department's personnel policy and department regulations in advance of their effective date.

Section 4. Rules and Regulations. The Employer has the right to promulgate reasonable rules and regulations governing the operation of the Police Department and the conduct of employees. The Union representative and

each employee shall be furnished with a copy of all rules and regulations and amendments thereto, and the Union has the right to grieve the reasonableness of any rule or regulation.

ARTICLE 3. UNION RIGHTS

Section 1. Facilities. The Union, or any committee thereof, shall have the right to use the facilities of the Police Department without charge for Union meetings. Proper clearance for the use prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Police Department.

Section 2. Bulletin Boards. The Employer will provide space within the Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any city-elected or administrative officials.

There shall be a bulletin board in the briefing room designated for the F.O.P. use in posting notices of meetings and activities.

Section 3. Personnel Files. Union members' Police Department personnel files shall be kept under the direct control of the Chief of Police.

The Employer will not allow anyone other than authorized personnel to read, view, have a copy of or in any other way peruse in whole or in part, a Union member's police personnel file or any document which may become a part of his/her file. The Employer agrees not to divulge the contents of the employee's file without a written release from the employee concerned.

A member of the Union may by right view his own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police. All police personnel files must be kept and maintained in a secure area.

It is understood by both parties that the City Administrator and/or Mayor may review the police files.

Section 4. Past Infractions. Past infractions may only be used in administering discipline up to a two and one-half (2 1/2) year period, and after the two and one-half (2 1/2) year period, past infractions shall not be used against any employee for disciplinary purposes. The employee's records of past infractions may remain in the Employer's file for the period permitted by law, however, after two and one-half (2 1/2) years, the employee's record of past infractions may not be disseminated to any prospective employer.

Section 5. Agency Shop and Dues

A. Agency Shop Membership in the Union is not compulsory. Police officers have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. Likewise, there will be no discrimination against any employee because of membership in the Union or Labor Council or because of his duties as a member of the Bargaining Committee.

B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives

equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is required that each employee in the bargaining unit shall pay his own way and assure his fair share of the obligation along with the grant of equal benefits contained in this Agreement by paying to the Union an amount equal to the monthly service fee of the Labor Council, Michigan F.O.P.

In accordance with the policy set forth above, all employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual fees and/or dues. For present police officers, such payments shall commence the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

If any provision of this Section is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be subject to negotiations.

C. Pay Roll Deduction. The Employer agrees to deduct from the pay of any employee covered by this Agreement, Union dues or service fees and up to three deductions to financial institutions, when such deduction is authorized in writing by the employee. Such union dues or service fees shall be remitted to the Treasurer of the Labor Council, Michigan Fraternal Order of Police.

ARTICLE 4. UNION REPRESENTATIVES

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) representatives. These representatives shall be composed of at least one (1) member of the Union and at least one (1) Labor Council member who may be designated by the Union. The Union will furnish the Employer with a written list of the Union bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary.

Section 2. Payment for Bargaining. Members of the collective bargaining committee engaged in bargaining who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time pay. The employee will be credited with the number of hours spent in negotiations as time worked during his tour of duty of that day. The Chief of Police may alter the work schedule previously posted as necessary to have members of the collective bargaining committee off duty for periods of negotiations.

Section 3. Union Steward. The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list of the unit described in the section entitled "Agreement". Once a steward and an alternate are selected, their names will be submitted to the Chief of Police, to the Personnel Department, and to the City Manager for their information.

Section 4. Duties of Chief Steward. When requested by an employee, the Chief Steward may investigate any alleged or actual grievance and assist in its presentation. He may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of his immediate supervisor outside the bargaining unit.

When an employee presents his own grievance without intervention of a Chief Steward, the representative shall be given the opportunity to be present.

Section 5. Consultation. A non-employee Union representative may consult with employees in assembly areas before the start of each shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief of Police or his designee.

ARTICLE 5. HOURS OF WORK AND RATES OF PAY

Section 1. Workday and Workweek. A regular workday for full-time members of the bargaining unit shall consist of eight (8) hours in a workday, and a workweek shall consist of forty (40) work hours. Unless for good cause, days off shall be scheduled at approximately weekly intervals and shall be scheduled two (2) days or more together except as required to rotate days off.

Section 2. Rates of Pay. Hourly and annual rates of pay shall be as set forth in Appendix A.

Section 3. Overtime. All hours worked in excess of eight (8) in a work day, or in excess of forty (40) hours in a work week, shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

It is understood that, while no employee is entitled to overtime work, the Chief may determine that overtime work is necessary and may assign overtime to members of this bargaining unit. If the Chief makes such a determination and assignment forty-eight (48) or more hours in advance, the overtime shall be considered to be scheduled overtime and shall be offered to members of this bargaining unit in order of their seniority. Unscheduled overtime shall be defined as any time assigned in excess of an employee's regularly scheduled work day or work week with less than forty-eight (48) hours prior notice to the employee.

Section 4. Call Back. Officers called to work at any time shall be guaranteed a minimum of two (2) hours of work.

Section 5. Work Schedule. A shift schedule shall be posted once every thirty (30) days indicating the normal workday of every member of the department. Said schedule shall be posted at least thirty (30) days prior to its effective date. Changes may be made in the posted schedule by the Chief of Police as may be required to meet the needs of the department.

When assigning personnel to shifts, the Chief of Police will determine the preferences of employees and will take these preferences into consideration when preparing the shift schedule. In all cases, however, the needs of the Police Department as determined by the Chief shall determine assignment. The City will attempt to assign personnel to regular shifts whenever possible. Whenever it becomes necessary to change the type of schedule (i.e. permanent, semi-permanent or rotating) it shall be the subject of a special meeting.

Whenever any change is made to the posted shift schedule, each person affected will receive specific, individual notice of the changes which affect him.

Section 6. Court Time. Officers subpoenaed or directed into court, including probate court and official hearings, during off-duty hours shall receive a minimum of four (4) hours pay at time and one-half his regular hourly rate for each day's appearance in court, with the exception of the Mt. Morris District Court. Officers subpoenaed or directed to Mt. Morris District Court shall receive a minimum of two (2) hours at time and one-half his regular hourly rate of each day's appearance. When officers receive witness fees and/or mileage fees for such court appearances or official hearings, such fees and mileage shall be turned into the City of Mt. Morris.

Section 7. Longevity. The Employer agrees to pay, in addition to the annual salary, an annual longevity payment in recognition of the long service rendered by officers to the City.

The longevity payment plan shall be as follows:

<u>Years of Service as of September 30</u>	<u>Amount of Longevity Payment</u>
After 4 years	\$ 1,200 per year
After 9 years	1,600 per year
After 14 years	2,000 per year
After 19 years	2,400 per year

Longevity payments shall be payable in a separate check in the last pay period in November of each calendar year. For purposes of computation, years of service shall be measured from the first date of employment with the City of Mt. Morris.

In the event of split, interrupted, or non-continuous service, longevity computations shall only be based on the last period of continuous service to the City.

ARTICLE 6. INSURANCE AND PENSION

Section 1. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement in the amount of thirty thousand dollars (\$30,000) with double indemnity for accidental death.

Section 2. Hospitalization and Medical Insurance. The City will furnish all full-time employees covered by this Agreement and their eligible dependents with Blue Cross/Blue Shield Insurance (MVF-1) including the ML Rider, the three-dollar (\$3.00) Co-pay Prescription Drug Rider and Master Medical Option I. The City shall pay 100% of the premiums for the basic coverage listed above and 50% of the premiums for the Family Continuation Rider if applicable. In addition, the City shall pay 100% of such premiums for retirees until the retiree is eligible for Medicare at which time the City's obligation ceases.

Section 3. Dental Insurance. The City will furnish all full-time employees covered by this Agreement and their eligible dependents with Blue Cross/Blue Shield Dental Insurance (Program: 50-50-50/800; DS 50/800). The City shall pay 100% of the premiums for such dental insurance. A brief outline of the benefits of this dental insurance is attached as Appendix B.

Section 4. Liability Insurance. The Employer shall furnish liability insurance protecting the employee from liability that arises out of and in the course of their employment, such as is now in effect.

A copy of Liability Insurance Policy shall be attached to and become a part of this contract agreement.

Section 5. Workmen's Compensation. The Employer shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, workmen's compensation benefits for employees injured on the job by the difference between workmen's compensation benefits and the normal weekly earnings, excluding overtime. In the event an employee receives sick leave compensation and subsequently such employee is awarded workmen's compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

Section 6. Accident and Sickness Insurance. Members of this bargaining unit are covered by the disability insurance policy the City has with the Canada Life Assurance Company. This plan provides a benefit of 75% of weekly pay to a maximum of \$400 per week beginning after the 14th day of continuous disability for up to 52 weeks of any one continuous period of disability. All the provisions of the insurance policy shall apply and the City reserves the right to change insurance carriers provided no material provisions of coverage are reduced.

Section 7. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make reasonable effort to place him in a position that he is physically or mentally able to perform. This determination shall be made by a physician selected by the Employer.

Section 8. Pension. All members of the bargaining unit shall continue to be members of the Genesee County Employees' Retirement System (GCERS), subject to the rules and requirements of that system. In the GCERS system, the current shorthand description of the regular service retirement formula for members of this bargaining unit is: FAC is highest five (5) years out of last ten (10). FAC times the sum of a) 2.0% for the first 25 years of service plus b) 1.0% for years of service in excess of 25 years. Maximum Employer financed portion is 75%.

Effective July 1, 1992, affecting members of this bargaining unit retiring on or after that date, the multiplier covering the first twenty-five (25) years of service shall be increased from 2.0% to 2.2%. This will change the shorthand description of the regular service retirement formula to: FAC is highest five (5) years out of last ten (10). FAC times the sum of 1) 2.2% for the first 25 years of service plus b) 1.0% for years of service in excess of 25 years. Maximum Employer financed portion is 75%.

ARTICLE 7. PROBATIONARY PERIOD

Section 1. Probation. When a new employee is hired in the unit, he may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including, but not limited to rates of pay, wages, hours of employment and grievance concerning interpretation of all

aspects of this contract except those related to discharge and discipline, except that after twelve (12) months, all discharge and discipline shall be subject to review by the Union.

Section 2. Notification. The Employer will notify the probationary employee, in writing, after he has completed the first three (3) months of his probationary period, advising him of his areas of weakness and his general overall acceptability to law enforcement.

ARTICLE 8. LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

Section 2. Order of Layoff. When there is a decrease in the work force, the following procedure shall be followed: Part-time employees shall be laid off first, then probationary employees, then seniority employees according to seniority on a unit-wide basis with employees with the least seniority being laid off first.

Section 3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) days prior notice. However, the Employer will make reasonable effort for earlier notice depending on the conditions causing the layoffs.

Section 4. Preferred Eligible Lists. Employees laid off shall have their names placed on a preferred eligible list in order of seniority.

Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater. An employee who is laid off will have his name remain on the lists for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff in inverse order of their layoff before other persons are selected for employment.

Upon being laid off, the Employer shall offer the employee a position in the reserve of the police department. In order to remain on any preferred eligible list, the employee shall accept the position and maintain his membership, thereby preserving his certification to be employed as a police officer.

Section 5. Recall from Layoff. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been received by certified mail to their last known address.

Employees who decline recall, or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

Section 6. Entitlement Sick Leave. A. All employees shall earn eight (8) hours sick leave per calendar month, twelve (12) days per year. Employees may accumulate sixty (60) sick days.

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

C. If an employee terminates his employment under honorable conditions he shall be compensated for one-half (1/2) of his accumulated days at his regular rate of pay.

D. An employee unable to report for work due to illness shall attempt to inform his immediate supervisor of the reason for his absence at least two (2) hours prior to the beginning of his shift and in any case as soon as possible. Where the disability or illness appears to be a chronic or long-term situation and not covered by this contract or insurance programs, it shall be the subject of a special conference as provided elsewhere herein.

Section 7. Medical Certification. Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave may be required at the discretion of the Employer for each absence regardless of duration if the Employer has reason to believe the employee is abusing the sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Section 8. Medical Dispute. If employee is absent from work for twelve (12) consecutive days due to illness, he may be required to submit a doctor's statement for return to work.

Any additional examination or report shall be at the Employer's expense.

ARTICLE 9. VACATION LEAVE

Section 1. Vacation Allowance. All permanent, full-time employees shall receive a vacation allowance as set forth in the following schedule:

<u>SERVICE</u>	<u>ALLOWANCE</u>
After one (1) year	56 hours (7 days)
After two (2) years	80 hours (10 days)
After five (5) years	120 hours (15 days)
After eight (8) years	160 hours (20 days)
After thirteen (13) years	200 hours (25 days)
After eighteen (18) years	240 hours (30 days)

Annual leave days not used by employees may be accumulated to a maximum of thirty (30) days.

An employee, with approval, may take his vacation at any time during the course of the year as long as it conforms with the requirements of the department. An employee shall take one-half (1/2) of his/her accrued vacation per year. The employee may accumulate no more than ten (10) days to be carried over into the following year. Vacation leave shall be granted to employees covered here by the Chief and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by April 1 preceding the period requested. officers who make the request by April 1 shall be granted vacation preference

in accordance with seniority throughout the police department. An employee will not be permitted to take his vacation leave one (1) day at a time unless otherwise approved by the Chief.

Section 2. Payment for Vacation. An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time he takes his vacation. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Employees shall receive payment for accrued, but unused, vacation upon termination for any reason from their employment with the City of Mt. Morris.

Compensatory time and personal leave days may be coupled with vacation leave.

Section 3. Funeral Leave. A full-time employee shall be entitled to five (5) days with pay for the death of a spouse or child; three (3) days for the death of a parent, parent-in-law, brother or sister, brother or sister-in-law; grandparent or grandparent-in-law; and one (1) day of leave with pay for the death of an aunt, uncle, niece or nephew.

ARTICLE 10. HOLIDAYS

Section 1. Holidays. It is understood that because of the nature of the job, many men will have to work during periods normally classified as holidays. Because of this, all employees within the bargaining unit shall receive a full day's pay for all of the holidays listed below, regardless if such holiday was worked or not. In addition, all employees who are required to work on one of the holidays listed below, shall receive in addition to the holiday pay, one and one-half (1 1/2) times their normal hourly rate of pay for the holiday so worked.

The holiday shall be deemed to commence at the last shift closest to midnight of the day preceding and terminate at the last shift closest to midnight of the designated day. It is understood that the officers may be allowed to elect which days they wish to be designated as a holiday and if such days do not conform with those listed below, such designation shall be made prior to January 1 of the year it is to be taken. The recognized holidays are:

New Year's Day	Labor Day
Easter	Thanksgiving
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Christmas Eve Day	New Year's Eve Day

Section 2. Personal Leave Days. Each employee covered by this Agreement shall be allowed four (4) personal leave days with pay, to be used for the purpose of attending to or caring for personal business or family emergencies. Employees shall request personal leave twenty-four (24) hours in advance, except in case of emergency on approval of the Chief of Police or his designee.

Section 3. Personal Leave without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and

given to the Chief. Such request shall state the reasons for the leave. Approval from the Chief and the personnel director shall be in writing.

An educational leave may be granted upon permission of the Chief for one term or semester without pay, but without loss of benefits and seniority. However, the officer shall sign a letter of understanding to remain in the employ of the City for one (1) year from the date he returns from his educational leave.

Section 4. Military Leave. Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

Section 5. Training Program. Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence adequate to complete his minimum requirement assignment upon presentation of proper documentation by the commanding officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

Section 6. Emergency Duty Leave. Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

Section 7. Leave for Lodge Conferences and Union Conventions. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

a) One (1) man for three (3) days every other calendar year to attend the F.O.P. National Conference. The designated officer, who desires attending the National meeting, shall notify the Employer sixty (60) days in advance of his intentions for the time off.

b) One (1) man for three (3) days to attend the F.O.P. State of Michigan meeting each calendar year. The designated officer, who is desirous of attending the State meeting, shall notify the Employer sixty (60) days in advance of his intentions for the time off.

c) Once a month the division president may be excused to attend the local division meeting during the officer's duty hours. Absence shall be limited to four (4) hours per meeting, one meeting per month. The officer shall notify the Chief at least three (3) days in advance of a scheduled meeting.

d) One (1) man for one (1) day each calendar year to attend the F.O.P. Labor Council meeting.

ARTICLE 11. DISCHARGE AND DISCIPLINE

Section 1. Discipline. Discipline is primarily the responsibility of the Chief of Police and is intended to be a positive or developmental rather than a negative or punishing procedure, and shall be progressive in nature and for just cause.

Section 2. Transfer to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or command or other position within the Mt. Morris Police Department which is not included within this Agreement shall retain his seniority within the bargaining unit. The employee transferred outside the bargaining unit, except an employee so transferred shall have the right, if he selects, to return to the bargaining unit: (1) whenever his position is eliminated; (2) if he is laid off from his position; or (3) if he elects to voluntary return to the bargaining unit. Upon return to the collective bargaining unit, the employee shall be returned to the classification with seniority from the original date of hire with the City of Mt. Morris Police Department.

Section 3. Violations and Procedures. Whenever a charge is preferred against an employee for (1) an alleged violation of a department rule or regulation, or (2) alleged violations of a criminal code, it shall be the prerogative of management to suspend such employee without prejudice, but without pay, until the hearing shall be completed; provided, however, that suspension without pay in the case of an alleged violation of a departmental rule or regulation shall not extend longer than ten (10) working days, and if the hearing shall not have been finalized within that time period, the suspension shall alter to one with pay unless the delay is occasioned by action of the employee himself. While it is considered that an employee who is charged with violation of a criminal code should be suspended without pay until final determination of the case, an exception may be made if the Chief or his designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he may authorize alteration in suspension to one with pay. Acquittal by the court, as the case may be, entitles the employee to back pay at regular rate for the time of his suspension without pay.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, "grievance" shall mean any disagreement concerning terms, conditions, or circumstances of employment including, but not limited to wages, hours, departmental discipline, layoffs, or discharge of police officers.

Section 2. Procedure. An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, the employee and/or the steward will orally discuss it with the Chief of Police within five (5) days of the occurrence of the event or situation which gives rise to the grievance.

Step 2. If the grievance is not resolved at Step 1, the Union representative must reduce the grievance to writing and present it to the Chief within five (5) days in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his Union representative, who shall set forth the facts, including dates

and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief to discuss the grievance. The Chief shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at which the grievance was discussed.

Any grievance not appealed from an answer at Step 2 of the grievance procedure to Step 3 within five (5) days after such answer in Step 2 is received shall be considered settled on the basis of the last answer and not subject to further review.

Step 3. If the answer of the Chief is not satisfactory, the grievance may be referred to the Labor Council Representative who may submit his appeal to the administrator indicating the reasons why the written answer of the Chief was unsatisfactory. A meeting among no more than two (2) representatives of the Union, one (1) non-employee representative, and three (3) designated representatives of the Employer will be arranged to discuss the grievance or grievances appealed from. Said meeting to be held within seven (7) days from the date when the request for appeal was received by the Employer.

The administrator shall then answer the grievance in writing within seven (7) days from the date of the meeting at which time the grievance was discussed.

Step 4. In the event the answer of the Administrator is unsatisfactory, the grievance shall be subject to Step 4 and submitted to arbitration. Upon written notice by the Union within fifteen (15) days after the answer in Step 3, the Union requests from the Michigan Employment Relations Commission a list of seven (7) arbitrators, and a copy of said list to be sent to the Employer. The Union and the Employer shall make alternate strikes from the list of arbitrators and the last name on the list shall be the arbitrator. A mutually agreed date and time shall be set for such scheduled hearing. If the Union and the Employer cannot agree on such a date and time, the arbitrator shall set the date and time for such hearing.

The Employer and the Union Representative shall mutually agree to the question to be decided and shall transmit this question to the arbitrator who shall render his decision according to applicable state law.

Section 3. Time Limitations. The time limitations for this provision as set forth herein shall be strictly adhered to. Saturdays, Sundays and holidays shall not be counted for the purpose of submitting written grievances or answers.

Section 4. Withdrawal of Cases. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled.

Section 5. Grievance Form. The grievance form shall be as herein provided for: See Attachment.

ARTICLE 13. SPECIAL MEETINGS

Section 1. Definition. Special meetings between the Employer and the Union shall be for the purpose of discussing important matters of employment relations or clarification of the terms of the Agreement. Special meetings

shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of the Agreement.

Section 2. Request. The Employer and the Union agree to meet at a time and place which is mutually agreeable upon a request in writing from either party. The written request shall contain an agenda of matters to be discussed. The meeting shall be held within ten (10) calendar days after receipt of request, or may be extended by mutual agreement of the parties.

Section 3. Attendance. Each party may be represented by up to, but no more than, four (4) persons. Employee representatives of the Union will be paid by the City for time spent in the special meetings if a man is on duty, but only for straight time hours they would otherwise have worked on their regular work schedule.

Section 4. Consultation. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half hour immediately preceding a meeting.

ARTICLE 14. MANAGEMENT SECURITY

Section 1. No Strike Clause. The Union recognizes the cessation or interruption of services by officers as defined in Section 1 of Public Act 336 of 1947, State of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any officer or group of officers.

Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject of a grievance.

ARTICLE 15. JURY DUTY LEAVE

Section 1. Any employee(s) who is summoned and reports for jury duty prescribed by applicable law shall be paid the difference between jury duty fee which they receive for such service and their current straight-time rate of pay which they would have received if they had worked. The employee shall not work on any days they are scheduled for jury duty.

Section 2. In order to receive payment, an employee must give the Employer prior notice that they have been summoned for jury duty and must furnish evidence that jury duty was performed on the day(s) which payment is claimed.

ARTICLE 16. MISCELLANEOUS

Section 1. Lockers. Every officer shall be assigned a full-length locker capable of holding police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.

Section 2. Promotions. Promotions to any vacant or created position shall be made to place the applicant best qualified by reason of knowledge, skill, and experience in the vacancy or created position.

Prior to filling, notice of the existence of a vacancy or created position shall be posted and applications from employees with three (3) or more years seniority shall be solicited. The notice of vacancy or created position shall set forth the criteria to be used in selecting him/her. The criteria shall take into consideration past performance, knowledge, as determined by a written examination, skill, experience, and seniority.

If no current full-time employees apply and/or qualifies for the vacant or created position, the Employer may consider hiring from the outside. The promoted employee shall be granted a six (6) month trial period to determine his/her desire to remain in the position and/or his/her ability to perform in the position. During the six (6) month trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee.

Upon completion of the trial period, the employee may be demoted with cause to his/her former position. In the event the position to which the employee is promoted is abolished, the employee will be given the opportunity to transfer back to his/her former position.

Any of the aforementioned transfers, whether voluntary or involuntary, shall be made in accordance with Article 11, Section 2, of this Agreement.

Section 3. Waiver The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 17. SAFETY

Section 1. The City shall provide reasonably safe working conditions. There shall be a joint Safety Committee consisting of one (1) representative of the City and one (1) representative of the Union to which all disputes regarding the safety of employees shall be referred. In the event this Committee is unable to promptly resolve a safety dispute, the matter may be grieved directly to Step 4, Arbitration.

ARTICLE 18. DURATION

This Agreement shall become effective on July 1, 1990, and continue in full force and effect through June 30, 1993.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify, alter or terminate the Agreement upon its expiration.

If written notice of desire to modify, alter, amend or change this Agreement is given, it shall remain in full force and effect throughout the period of negotiations and until such time as a new contract Agreement has been reached and signed.

IN WITNESS WHEREOF, This Agreement has been executed by the duly authorized representatives of the Union and the City of Mt. Morris on this first day of July, 1990.

FOR THE CITY OF MT. MORRIS

Charles Ferguson
John L. Suddard

FOR THE LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE

John J. [Signature]
R. Wallace

APPENDIX A

ANNUAL AND HOURLY WAGES

Effective as follows at each step increase wages shall be compounded each effective date:

7/1/90 4%
7/1/91 4.5%
7/1/92 4%

<u>Patrolman</u>	<u>Effective 7/1/90</u>		<u>Effective 7/1/91</u>		<u>Effective 7/1/92</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
Probationary						
0 - 1 year	\$21,253	\$10.22	\$22,209	\$10.68	\$23,097	\$11.10
1 year - 2 years	24,709	11.88	25,821	12.41	26,854	12.91
2 years - 3 years	26,368	12.68	27,555	13.25	28,657	13.78
3 years & over	27,115	13.04	28,335	13.62	29,468	14.17

APPENDIX B

DENTAL CARE BENEFITS

Program: 50-50-50/800 - OS 50/800

The program will pay 50% of the reasonable fee for the services listed below for employees and eligible dependents. There is a maximum limit of \$800 for all benefits.

- DIAGNOSTIC SERVICES - Examinations, X-rays
- PREVENTIVE SERVICES - Cleansing, fluoride treatments, space maintainers
- PALLIATIVE SERVICES - Emergency relief of dental pain and discomfort

The program will pay 50% of the reasonable fee for the following services:

- RESTORATIVE SERVICES - Repair of natural teeth with fillings and crowns
- ENDODONTIC SERVICES - Treatment of soft tissue inside the tooth such as root canal therapy
- PERIODONTIC SERVICES - Treatment of the gums and mouth tissue
- ORAL SURGERY SERVICES - Simple extractions, surgical extractions
- LIMITED PROSTHODONTIC SERVICES - Repairs/Adjustments and relining of PRESENT dentures (relining covered once every six months)
- ADJUNCTIVE GENERAL SERVICES - General anesthesia, miscellaneous services

The program will pay 50% of the reasonable fee for the following services:

- Construction and installing of complete or partial dentures, bridges and fixed artificial teeth. If installed under this Program, replacement not covered for five (5) years.
- Orthodontic Services - This program will pay 50% of the reasonable fee. This includes services for the prevention and correction of poorly positioned teeth. Orthodontic Services are limited to enrolled members to the end of the year in which they reach age 19. The Program will pay a maximum of \$800 for Orthodontic Services for each eligible member.

LIMITATIONS

Some benefits are limited to the number performed within a given time; others are limited to certain age groups; all procedures must be classified by the American Dental Association.

This is a brief outline of benefits.

6/30/90

File

Command
City of Mt. Morris
Exp. 6-30-90

AGREEMENT

This agreement is entered into this 1st day of July, 1987, between the City of Mt. Morris and the Labor Council, Michigan Fraternal Order of Police, representing the Command Officers of the Mt. Morris City Police Department. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wage, hours of employment, and other conditions of employment.

ARTICLE 1.

The command officers, Lieutenant and Sergeant, covered by this agreement shall receive all benefits and conditions set forth in the contract agreement between the City of Mt. Morris and the full-time regular employed Police Patrolman.

ARTICLE 2 WAGES

Section 1a. The Sergeants shall receive the same percentage increases as the full-time regular employed Police Patrolman in their agreement dated July 1, 1987.

Section 1b. The Lieutenant shall receive the same percentage increases as the full-time regular employed Police Patrolman in their agreement dated July 1, 1987.

Section 2.

The command officers shall receive overtime pay as provided in Sec. 20 of the Patrolman's contract at the rate of one and one half (1 1/2) times his regular rate of pay when working scheduled overtime or when working overtime to fill in for a full-time partrolman. Unscheduled overtime worked as part of the duties of the command officer will be compensated with compensatory time at a rate of one and one half (1 1/2) times the number of hours worked.

ARTICLE 3 DURATION

This agreement shall become effective on the 1st day of July, 1987, and continue in effect until and including June 30, 1990. These conditions shall continue for yearly periods from year to year thereafter unless either party shall give notice to the other in writing of their intention to terminate, modify or amend such contract at least ninety (90) days prior to the expiration date. If written notice of desire to modify, alter or amend this agreement is given, all terms and provisions of this agreement shall remain in full force and effect during the period of negotiations and until such time a new contract agreement has been reached and signed.

Mt. Morris, City of

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the 1st day of July, 1987.

FOR THE CITY OF MT. MORRIS

Allen J. R. Lurgay

FOR THE LABOR COUNCIL, MICHIGAN

FRATERNAL ORDER OF POLICE

Fred Worsley

E. Ray Howard
FIELD REP. LCMFOP

APPENDIX B

ANNUAL WAGES

Effective as follows at each step increase wages shall be compounded each effective date.

7-1-87.....3%

7-1-88..... 5%

7-1-89.....4%

	<u>Effective</u> <u>7-1-87</u>	<u>7-1-88</u>	<u>7-1-89</u>
Sergeant	25,380.00	26,649.00	27,715.00
Lieutenant	25,607.00	26,888.00	27,963.00

LETTER OF AGREEMENT

The City of Mt. Morris hereby agrees to re-open negotiations with the Labor Council, Michigan Fraternal Order of Police, at any time during the effective dates of the agreement, dated July 1, 1987 between the aforementioned parties, for the purpose of considering a new or revised retirement plan.

In witness whereof, the parties have executed this agreement by their duly authorized representatives on the first day of July, 1987.

FOR THE CITY OF MT. MORRIS

Allen X LaFurgey

FOR THE LABOR COUNCIL,
MICHIGAN FRATERNAL
ORDER OF POLICE

[Signature]
E. Ray Lawrence
EXEC REP, LEMFOP
Fred Housley