

6/30/90

AGREEMENT BETWEEN THE

CITY OF SYLVAN LAKE

AND

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

JULY 1, 1987 - JUNE 30, 1990

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Sylvan Lake, City of

AGREEMENT

This Agreement entered into on _____
_____, between the City of Sylvan Lake,
(hereinafter referred to as the "Employer")
and the Labor Council Michigan Fraternal Order
of Police, (hereinafter referred to as the
"Union").

* The headings used in this
Agreement and exhibits
neither add to nor sub-
tract from the meaning,
but are for reference
only.

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, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE I

DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

- A. "Employer" means the City of Sylvan Lake, a Michigan Municipal Corporation.
- B. "Union" means the Labor Council Michigan Fraternal Order of Police, City of Sylvan Lake Local Unit.
- C. The term "Employee" or "Officer" when used hereinafter shall include all male and female employees represented by the Union in the bargaining unit as above described.
- D. "Unit" means the Employees collectively.
- E. The term "Chief" when used hereinafter shall mean the Chief Executive and Administrative Officer of the Department.
- F. The term "Council" shall mean the City Council for the City of Sylvan Lake.
- G. "Department" shall mean the Sylvan Lake Police Department.
- H. "Service" shall mean the length of service with the Police Department of the City of Sylvan Lake.
- I. "Seniority" shall mean such time that an officer has actually served as an active member of the Department.
- J. "Strike" shall mean any concerted action that interrupts service.

- K. "Probationary Officer" shall mean any officer who has not completed his probationary period.
- L. The term "Emergency" shall mean any sudden or extraordinary event occurring within the City requiring special or unusual action by the Police Department. An "Emergency" when used herein, will include any declaration of such by the Governor of the State of Michigan or the Mayor of the City of Sylvan Lake.
- M. "Work Day" means a twenty-four (24) hour period beginning at 12:01 A.M.
- N. "Fiscal Year" means a twelve (12) month period beginning on July 1 of each year.

ARTICLE II

AGREEMENT SCOPE

Section 2.1 Employees Covered:

This Agreement applies to all regular, full time Police Officers of the City of Sylvan Lake.

Section 2.2 Persons Not Covered:

This Agreement does not apply to any person employed by the Employer as Chief of Police, supervisor, office clerical employee, public works employee, on-call employee, casual employee, temporary employee, or to any other person not described in Section 2.1.

ARTICLE III

UNION STATUS

Section 3.1 Recognition:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all employees of the Police Department, excluding the Chief of Police, and all other employees of the City of Sylvan Lake (full time, casual or part-time). However, any individual Police Department employee or group of Employees has the right to present a grievance to the Employer and have it adjusted without intervention by the Union so long as the adjustment is not inconsistent with this Agreement and the Union has been given an opportunity to be present at the time such grievance is presented.

Section 3.2 Union Membership:

The Employer will not discriminate against any Employee on the basis of his membership or non-membership in the Union. No Employee shall, as a condition of continued employment with the Employer, be required to become a member of the Union. However, to the extent that the laws of the State of Michigan permit, it is agreed that any employee covered by this contract who is not a member of the Union and who does not make application for membership within thirty (30) days after the signing of this Agreement or after the employee's date of hire, whichever

is later, shall be required, as a condition of employment, to either become a member of the Union or pay a service fee to the Union, which shall be equal to the monthly dues paid by the regular members of the Union.

Section 3.3 Union Dues:

During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the Union membership dues from the pay of each Employee who elects to join the Union and who executes or has executed the "Authorization for Payroll Deduction" form attached hereto as Exhibit A. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union Treasurer by the 15th of the (current/succeeding) month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 3.4 Employer Responsibility:

Any employee who fails to comply with the aforementioned requirements shall not be in compliance with the conditions of employment in the Police Department and the City of Sylvan Lake shall terminate his or her employment after thirty (30) days following written notification by the Union to the City that the employee is in violation of this contract. In addition, the Union agrees to indemnify and hold harmless the City from any expenses or

liability that may result from the enforcement of this section.

Section 3.5 Union Responsibility:

The Union agrees that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 3.6 Union Steward:

The Union may have one steward and one alternate steward, each of whom must be an Employee. The steward and the alternate steward shall represent the Union members with respect to this Agreement. The names of the Employees selected as steward and alternate steward shall be certified to the Employer in writing by the Union. The alternate steward shall have authority to represent the Employees under the terms of this Agreement only when the steward is not on duty.

Section 3.7 Steward's Pay:

The Union steward will be permitted reasonable time off to function in the grievance procedure when required, as set forth within this Agreement, and to investigate grievances in his areas of representation. Before taking such time off, the steward must obtain permission from his supervisor to leave his duty station

for such activity. Pay for such time shall be at the Employee's regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) Employee per shift shall receive pay for such activity during any Work Day.

Section 3.8 Union Bulletin Board:

The Employer will make a bulletin board area available for the use of the Employees and the Union for the purposes of posting notices of Union activities and other official announcements. Said bulletin board shall not be used for any matter other than bona fide Union activity.

ARTICLE IV

MANAGEMENT RESPONSIBILITY

Section 4.1 General Provisions:

The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the City Charter and Code, and any modifications made thereto, and any resolution passed by the elected City officials. Further, all rights which ordinarily vest in and are exercised by employers except to the extent such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the following rights:

- (a) All matters of public policy
- (b) To set and revise standards for service to be provided to the public.
- (c) To determine the location, methods, means, and personnel by which operations are to be conducted.
- (d) To establish, implement and maintain an effective internal security program.
- (e) To manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.

- (f) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- (g) The construction of new facilities or the improvement of existing facilities, and to enter into mutual aid agreements with other units of local government.
- (h) To set and revise standards of performance and training by City employees.
- (i) To determine the number, location and type of facilities and installations.
- (j) To determine the size of the work force and to increase or decrease its size.
- (k) To direct the work force, assign work and determine the number of employees assigned to operations.
- (l) To determine lunch periods, rest periods, and to determine starting and quitting times.
- (m) To establish work schedules.
- (n) To discipline and discharge employees for just cause.
- (o) To adopt, revise and enforce working rules and carry out cost reduction and general improvement programs.
- (p) To establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work and measurement procedures, may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees; provided however, that the application and enforcement of the above provision shall be subject to the grievance procedure.

Section 4.2 Employer Rules:

As part of its management rights, the Employer has reserved the right to make, post and enforce rules affecting its Employees, Such rules, however, will not be inconsistent with express and specific terms of this Agreement. All such rules and regulations will be placed in a book labeled as such and made available to every Employee. No rule or regulation will be changed or initiated without sufficient notice of such change or initiation being given to the Employees.

ARTICLE V

HOURS OF EMPLOYMENT - SCHEDULES

Section 5.1 Normal Workday

A normal workday will be eight (8) consecutive work hours, subject to emergency requirements of the Department.

Section 5.2 Normal Workweek

A normal workweek will be five (5) consecutive normal workdays, subject to emergency requirements of the Department.

Section 5.3 Normal Mealtime and Breaktime

Each employee shall be allowed one half hour for lunch within each eight (8) hour work day and, additionally will be allowed two (2) fifteen (15) minute breaks during their eight (8) hour tour of duty. Both mealtime and breaktime are subject to emergency requirements of the Department.

Section 5.4 Work Obligation of Employees

Unless he/she has a reasonable and valid excuse, an Employee will work (a) the time assigned to them as a normal workday and work week, and (b) such reasonable overtime and inservice training as the Employer may require.

Section 5.5 Work Obligation of Employer

The Employer has no obligation to assign overtime work to any employee. The Employer will post a schedule of an Employee's work assignment seven (7) days in advance of its start, but may change such assignment by direct per-

sonal notice to the Employee with twenty-four (24) hours of said change for any reason it considers essential to its operations, and may change the Employee's assignment without advance notice to the Employee (a) in an emergency or circumstances beyond the Employer's control, or (b) when accommodating the particular Employee involved.

ARTICLE VI

COMPENSATION OF EMPLOYEES

Section 6.1 Pay Basis

Except as otherwise expressly stated in this Agreement, an Employee will be paid only for time actually worked.

Section 6.2 Wages 7-1-87

<u>Seniority</u>	<u>Rank</u>	<u>7-1-87/6-30-88</u>
Start to 1 Yr.	Patrolman	\$17,168.00
1 Yr. to 2 Yrs.	Patrolman	\$18,608.00
2 Yr. to 3 Yrs.	Patrolman	\$20,046.00
3 Yrs, or more	Patrolman	\$25,427.00
Sergeant		\$26,099.00

Section 6.3 Wages 7-1-88

<u>Seniority</u>	<u>Rank</u>	<u>7-1-88/6-30-89</u>
Start to 1 Yr.	Patrolman	\$17,168.00
1 Yr. to 2 Yrs.	Patrolman	\$18,608.00
2 Yr. to 3 Yrs.	Patrolman	\$20,046.00
3 Yrs. or more	Patrolman	\$26,444.00
Sergeant		\$27,143.00

Section 6.4 Wages 7-1-89

<u>Seniority</u>	<u>Rank</u>	<u>7-1-89/6-30-90</u>
Start to 1 Yr.	Patrolman	\$17,168.00
1 Yr. to 2 Yrs.	Patrolman	\$18,608.00
2 Yr. to 3 Yrs.	Patrolman	\$20,046.00
3 Yrs. or more	Patrolman	\$27,634.00
Sergeant		\$28,364.00

Section 6.5 Special Provision

Any year during the duration of this three (3) year contract that the CPI (Consumer Price Index), as established by the Headlee Tax Amendment, exceeds the wage increment scheduled for July 1 of that year, the wages will be adjusted to meet the CPI increase plus $\frac{1}{2}\%$ up to a total of 6%.

Section 6.6 Position Not Listed

When any position not listed on this schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

Section 6.7 Overtime

Overtime over eight (8) hours in a day and/or forty (40) hours in a week will be payable at time and one half. Overtime will be paid by the City Treasurer only upon approval of the Chief of Police and/or the City Manager.

Section 6.8 Recall Time

An employee reporting for duty at the direction of the Chief of Police, which time comes before or after and is not contiguous with his/her regularly scheduled shift, will receive a minimum of three (3) hours pay at one and a half the rate of pay. This will include any school or seminar that the Department would require an officer to attend with the exception of weapons training.

ARTICLE VII

MISCELLANEOUS COMPENSATION

Section 7.1 Court Appearance

Whenever possible, the Employer will attempt to schedule officers court appearances during their work hours. An off duty Employee is required to appear in court as a part of their employment with the Employer and is guaranteed compensation for this appearance as specified in Section 7.2.

Section 7.2 Compensation for Court Appearance

All court time, not scheduled during an employees regular hours of duty, will be compensated at time and one half, with payment figured at a minimum appearance of two (2) hours.

Section 7.3 Use of Vehicles

Unless prior approval has been obtained from the Chief of Police, all Employees will be expected to use vehicles as provided by the Employer for all activities connected with their employment.

Section 7.4 Compensation for Use of Private Vehicle

Mileage will be paid at the rate of twenty (.20) cents per mile for the use of an employees private vehicle. This compensation will be paid only upon approval of such usage by the Chief of Police prior to the occurrence.

Section 7.5 Employee Training and Development

The Employer may require its Employees to attend police schools where they will obtain training appropriate to their employment with the Employer. Such schooling and location will be scheduled and determined by the Employer.

Section 7.6 Compensation for Training & Development

Whenever possible, training and development will be scheduled during officers duty hours. If an off-duty employee is required to attend training sessions, they will be compensated for such time at a rate of time and one half.

Section 7.7 Weapons Training

Employees are required to attend all weapons training sessions as scheduled at the Oakland County Sheriff's Department firing range or equivalent facility. One session per twelve month period shall be used for familiarization in the use of shotgun and rifle. Attendance is mandatory and "make-up" allowed only for sessions occurring during vacation, illness or unavoidable court appearance.

Section 7.8 Compensation for Weapons Training

Employees will be paid a flat sum of one hundred and fifty dollars (\$150.00) per year for weapons training. This payment will be made in two (2) equal sums of seventy-five dollars (\$75.00) payable on the first pay period of July and January each year. If the above stated yearly compensation does not meet or exceed two hours pay at time and one half for the required times at the range, the amount would be adjusted for that officer on a "per man" basis.

Section 7.9 Vacation

Each regular employee who has been in continuous service with the City of Sylvan Lake shall receive vacation in accordance with the schedule as follows:

- 1 thru 4 years.....10 working days (two weeks)
- 5 thru 6 years.....15 working days (three weeks)
- 7 years & over.....20 working days (four weeks)

Unless prior approval is given by the Chief of Police or the City Manager, vacation time will be taken within the twelve (12) month period in which it is earned.

Section 7.10 Vacation Compensation

Employees qualifying for vacation time, will be compensated at the same rate of pay as regular duty time.

Section 7.11 Funeral Leave

Employees shall be granted a maximum of five (5) days leave to attend the funeral of a spouse or child and a maximum of three (3) days leave to attend the funeral of a mother, father, sister, brother, parent-in-law, grandparent or other immediate in-laws of the officer. Provided however, employees may be granted an additional three (3) days of funeral leave upon the approval of the Chief of Police or City Manager.

Section 7.12 Compensation for Funeral Leave

Employees granted funeral leave as stated in Section 7.11, will be compensated at the same rate of pay as regular duty time.

Section 7.13 Holidays

For purposes of this Agreement, the following days and/or dates are considered Holidays:

New Years Day.....January 1
 Lincoln's Birthday.....February 12
 Washington Birthday....February 22
 Memorial Day.....May 31
 Independence Day.....July 4
 Labor Day..1st Monday following 1st Tuesday, September
 Veteran's Day.....November 11
 Thanksgiving Daylast Thursday, November
 Christman Eve.....December 24
 Christmas Day.....December 25
 New Years Eve.....December 31
 Good Friday.....per calendar
 General Election Day...every two years
 Any additional holiday afforded non-union employees

Section 7.14 Eligibility for Holiday Pay

An Employee shall be eligible for holiday pay if they worked their last scheduled day prior to the holiday and the next scheduled work day following the holiday, unless excused by the Chief of Police or City Manager, or is on an authorized vacation leave or sick leave.

Section 7.15 Compensation for Holidays

Employees working on a scheduled holiday shall receive time and one half for the hours worked payable during the pay period. All officers will receive eight (8) hours holiday pay for each scheduled holiday at straight time. These hours of holiday pay will be paid in two (2) lump sums by the City, on the first pay period of January each year and the first pay period of July each year.

Section 7.16 Longevity Payment

Longevity shall be payable on or before the 10th day of December each year. Longevity shall be

computed on the basis of continual service to the City of Sylvan Lake as listed below:

4 Years.....1% Base Pay
7 Years.....2% Base Pay
10 Years.....3% Base Pay

Section 7.17 Personal Leave Days

Each employee shall be eligible to receive three (3) personal leave days per year. Personal leave time not used in a Fiscal Year will be lost and shall not be carried into the next Fiscal Year nor taken in monetary compensation. Use of Personal Leave Days (unless under emergency circumstances) shall be scheduled at least thirty-six (36) hours prior to their occurrence with the Chief of Police.

Section 7.18 Compensation for Person Leave Days

Employees will be compensated for personal leave days at the same rate of pay as regular duty time.

Section 7.19 Jury Duty

Employees called in for Jury Duty will receive full pay for the time while on such duty. Any fees or compensation received for Jury Duty shall be turned over to the City.

Section 7.20 Sick Leave

A) All except temporary or part-time hourly employees shall earn twelve (12) days of sick leave with pay for each year of employment. Unused sick leave shall be accumulative to a maximum of one hundred twenty (120) days.

After such accumulation, each employee shall be paid on the basis of one-half ($\frac{1}{2}$) of any additional accumulation, such payment to be made annually during July.

B) Sick leave shall be earned at the rate of one (1) duty day for each month of service. An employee who entered the service before the 16th or who leaves after the 15th of any month, shall earn a day of sick leave for that month.

C) Temporary or part-time hourly employees shall not earn sick leave. Full time probationary employees shall accrue sick leave, earned at the regular rate, only upon completion of their trial service period.

Section 7.21 Use of Sick Time

A) Sick leave shall be charged in amounts of one half ($\frac{1}{2}$) day for absence on a duty day for two (2) to five (5) hours and a full day for absence of more than five (5) hours. Official holidays and regular scheduled days off shall not count against sick leave.

B) Vacation may be used as sick leave when requested. Whenever absence due to illness exceeds the amount of paid leave time earned and authorized, the pay of the employees shall be discontinued until employee returns to work.

C) Sick leave may be allowed in cases of acute personal illness or physical incapacity of an employee. It may also be allowed when an employee is required to attend a member of their immediate family who is ill or incapacitated. To receive paid sick leave, an employee shall communicate with the Police Chief or City Manager or their authorized representative before, if possible, or within one half hour after the time set for beginning work period.

The City may require competent proof of illness or of the need for attending a member of the immediate family and may disallow sick leave in the absence of such proof. Employees who abuse their sick leave benefits (ie., fraudulent use) shall be subject to suspension and/or discharge from the service.

Section 7.22 Loss of Sick Days

Any accumulation of sick leave shall be lost if the Employee quits, is terminated, discharged or leaves the Employer's employment for any reason prior to retirement.

Section 7.23 Injury on the Job

An employee sustaining a compensable injury shall, in addition to the payments specified in the compensation law, receive from the City, the difference between his regular wages and the compensation paid under the State Law, for a period of one-hundred twenty (120) days. Employees disabled more than one-hundred twenty (120) working days may use accrued vacation and sick leave with Workmen's Compensation, having vacation or sick leave charged at the fractional rate. The fractional charge shall be the ratio between full pay and the amount of pay remaining after deduction of Workmen's Compensation.

Employees electing not to use vacations or sick leave, those having none accrued, or those using up their accrual before return to work, shall be granted a leave of absence and be paid Workmen's Compensation as required by law.

While on leave for duty-incurred disability, employees shall continue to earn vacation and

sick leave at the regular rate.

In order to become eligible for injury leave, an employee shall immediately report any injury, however minor, to the Chief of Police or the City Manager and take, or waive in writing, such first aid treatment as may be recommended.

ARTICLE VIII

MISCELLANEOUS BENEFITS

Section 8.1 Health and Accident Insurance

The Employer will provide Blue Cross/Blue Shield of Michigan full hospital insurance, including a two (\$2.00) dollar deductible drug rider and Option I Master Medical coverage for all full time employees and their dependants. Other insurance carriers proposed by the City to provide coverage furnished by Blue Cross/Blue Shield of Michigan may be used providing the coverage is no less than stated above.

Section 8.2 Retirees Health and Accident Insurance

Health and Accident, as provided to full time employees of the City of Sylvan Lake under Section 8.1 of this Agreement, less Master Medical coverage, shall be provided to retirees under the following conditions:

Retirees who have been employed with the City for a period of ten (10) or more consecutive years will be entitled to full family Health and Accident Insurance.

Retirees having seven (7) consecutive service years will be entitled to Accident and Health Insurance for themselves only and they will be allowed to pay the City for their spouse's share for full time employees retiring under the Michigan Municipal Employees Retirement System, of which the City of Sylvan Lake is a member.

Section 8.3 Life Insurance

The City shall provide for full time employees life insurance in the amount of one thousand (\$1,000) dollars of insurance for each one thousand (\$1,000) dollars of income, rounded off to the nearest one thousand (\$1,000) dollars, and to pay the standard premium for this coverage. Any excess charge levied, due to medical or other reasons, will be the responsibility of the employee or, at his/her option, he may waive coverage under this provision and accept the equivalent of the standard premium in cash.

Section 8.4 False Arrest Insurance

Employees covered by this Agreement shall be provided by the Employer with a policy of false arrest liability insurance. The premium for such insurance will be paid in full by the Employer.

Section 8.5 Uniform Allowance

Employees required to wear uniforms shall be provided with an allowance of four hundred twenty (\$420.00) dollars in 1987-88, increasing to four hundred forty (\$440.00) dollars in 1988-89 and finally increasing to four hundred sixty (\$460.00) in 1989-90, per officer, per year, for the purchase of police uniforms, leather goods and related equipment. Uniforms shall be acquired by the officer, who shall submit the invoice to the Chief of Police for approval and payment. The Chief of Police shall have the discretion to approve the purchase of extraordinary equipment such as off-duty weapons, brief cases, etc.

Section 8.6 Uniform Allowance-Probationary Officers

Probationary employees will be provided a uniform allowance as allowed seniority members of the department under Section 8.5 of this Agreement. All uniforms and equipment purchased during this probationary period will belong to the City of Sylvan Lake and if, for any reason, the officer fails to complete his probationary period, the uniforms acquired will be returned to the City and become the property of the Employer.

Section 8.7 Retirement Pension Plan

The Employer shall provide pension benefits for full time employees as specified in the Michigan Municipal Employees Retirement System, Plan C-2 (B-1Base) with a 15 year Waiver. This plan is a co-payment plan with the employees portion contributed on the basis of 3% of gross wages on the first \$4,200 earned each calendar year and 5% of gross wages on the remaining wages earned each calendar year.

Section 8.8 Post Traumatic Stress Syndrome Policy

The City of Sylvan Lake agrees to maintaining an adopted policy concerning Post Traumatic Stress Syndrome. This Policy is to be a part of each officers Policy Manual and will afford assistance to any officer in the department involved in a fatal police action or shooting incident.

ARTICLE IX

SENIORITY AND TRANSFERS

Section 9.1 Probationary Employees

All new employees of the Sylvan Lake Police Department shall be regarded as probationary employees for the first three hundred sixty five (365) days of their employment. Upon completion of the probationary period, all regular employees will be granted seniority ranking from the date of hire. Until given seniority ranking, an employee shall be subject to layoffs, discipline or discharge, at the sole discretion of the Employer and without recourse to the grievance procedure.

Section 9.2 Basis of Seniority

- a) Seniority shall be on a Departmental basis in accordance with the employee's last date of hire.
- b) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- c) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- d) The Employer will keep the seniority list up to date at all times.

Section 9.3 Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- a) He quits.
- b) He is discharged and the discharge is not reversed through the Grievance Procedure.
- c) He is absent for three (3) consecutive working days without notifying the Employer, in proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost his or her seniority, and his or her 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 or she does not return to work from sick leave and leaves of absence within three (3) days.

Section 9.4 Leaves of Absence

Seniority employees (365 days of service) shall be eligible for leaves of absence. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police and/or the City Manager. The request shall state the reason the leave of absence is being requested and the length of time. Approval will be considered by the Chief of Police and/or the City Manager and shall not exceed thirty (30) days and additional leaves of absence for ninety (90) days may be granted if so warranted. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to work according to seniority.

Section 9.5 Supplemental Agreements

All supplemental agreements shall be subject to the approval of the Employer and the Labor Council Michigan Fraternal Order of Police. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Union.

ARTICLE X

RECOGNITION OF SERVICE ON OTHER DEPARTMENTS

Section 10.1 Probationary Period

Any employee hiring into the Department will be considered a probationary employee for the first three hundred sixty five days (365) and will receive the probationary starting rate of pay.

Section 10.2 Completion of Probationary Period

After completion of the probationary period, all newly hired employees will be given credit for prior experience on a certified police department as a full time officer in the following manner:

The employee will be given six (6) months credit for each full year of prior experience on a certified department up to a maximum of the second year pay grade and shall receive compensation as noted elsewhere in this contract for an officer at that grade.

** For the purpose of this section, only full years of prior experience will be given credit.

Section 10.3 Limitations

The terms of this provision only apply for purposes of placement in the pay scale and do not apply for purposes of seniority, longevity or any other fringe or wage benefit.

ARTICLE XI

TEMPORARY AND PART TIME POLICE OFFICERS

Section 11.1 Temporary Officers

It is understood and agreed that the City of Sylvan Lake reserves the right to employ temporary police officers in the event of a long term illness or disability of any regular officer. For the purpose of the provision, a long term illness or disability shall be defined as any illness or injury which appears to be of such severity as to require absence from work for in excess of thirty (30) days. It is the intent of the City that temporary employees will not be retained beyond the period of disability of the regular officer.

Section 11.2 Part Time Officers

It is understood and agreed that the City of Sylvan Lake reserves the right to employ part-time police officers in the event of short term departmental needs in staffing. For the purpose of the provision, short term departmental needs in staffing would be created by short-term illness, vacations, personal leave days or funeral leaves of less than thirty (30) days duration. Any such time shall first be offered as overtime hours to all regular officers, in order of seniority, in the department prior to the scheduling of the part-time officer.

ARTICLE XII

PRCMOTION

Section 12.1 Purpose

This article prescribes the procedure to be used in the Sylvan Lake Police Department for promotion to the rank of Sergeant within the Department on a permanent basis.

Section 12.2 Qualification

A minimum of four (4) years with the Sylvan Lake Police Department is required for consideration to a promotion to the rank of Sergeant.

Section 12.3 Selection Process

Upon determining that applicants meet the qualifications herein, the following procedures shall be utilized:

- A) Written Examination- Written examination selected by the City shall be administered and shall represent forty (40%) percent of the final score.
- B) Oral Examination- Candidates shall appear before an oral board selected by the City comprised of not less than three (3) management personnel representing the law enforcement profession. Results of the oral board shall represent thrity (30%) percent of the final score.
- C) Performance Evaluation- Performance Evaluation shall be conducted by the Chief of Police. The evaluation shall be in written

form and a copy of the form shall be provided to the Union. Performance evaluation shall represent twenty (20%) percent of the final score.

D) Seniority- Applicants for promotion will receive credit in the total selection process for their seniority in the department. Seniority shall represent ten (10%) percent of the final score.

Section 12.4 Selection Possibilities

Such physical and/or psychological testing as selected by the Chief of Police may be administered; provided however, that any such results shall not be reflected in the final score/ratings.

ARTICLE XIII

LAYOFF AND RECALL

Section 13.1 Layoff Defined

The word "layoff" means a reduction in the working force. In all cases of layoff, the principle of straight seniority by Department shall be observed and length of service shall govern. The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the employees of the Union.

Section 13.2 Recall Procedure

When an increase in force is necessary, employees previously laid off will be recalled in the order of seniority.

Section 13.3 Use of Reserves During Layoffs

The City agrees that it will not use Auxiliary Reserve Officers to replace regular officers who are laid off for lack of work, or to avoid payment of overtime to regular officers. Auxiliary Reserve Officers shall be defined as members of the Auxiliary Reserve Force established by the City of Sylvan Lake and who are not certified under the M.L.E.O.T.C.

PROBLEM ADJUSTMENT

Section 14.1 Problem Adjustment Procedures

Any grievance, including policy or class action grievances, or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

Step #1

Any employee having a grievance shall first take up the matter with the Sergeant and their Steward if so desired by the employee. The Sergeant shall attempt to adjust the matter and shall respond to the steward of the employee within three (3) working days.

Step #2

If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Chief of Police within three (3) days after the supervisor's response is due. The Chief of Police shall respond to the Union Steward of the Grievance Committee in writing within three (3) working days.

Step #3

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the City Manager in writing within five (5) days after the response of the Chief of

Police is due. The City Manager shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union Steward) within three (3) working days.

Step #4

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the City Manager is due, by written notice to the other, request arbitration.

Section 14.2 Arbitration Proceedings

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Section 14.3 Arbitration Expenses

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies

available without charge to the other party and to the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

Section 14.4 Grievance Committee

The employees selected by the Union to act as Union Steward and Alternate Union Steward and so certified to the Employer shall constitute the Union Grievance Committee.

Section 14.5 Grievance Meetings

The Employer shall meet as required, at a mutually convenient time, with the Union Grievance Committee. All meetings shall be held at reasonable hours, on the Employer's premises and without loss of pay. The purpose of these meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. At any time, both parties may hold meetings to discuss other issues which would improve the relationships between Employer and Employees.

Section 14.6 Processing Grievances During Work Hours

Grievance Committee members may investigate and process grievances during working hours without loss of pay, if the case so warrants. This privilege shall not be abused.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Section 15.1 Disciplinary Action

Disciplinary action or measures may include the following

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge for Just cause

Section 15.2 Discharge and Suspension

Employees shall be discharged only for just cause. The Employer, whenever possible, shall give the Steward notice prior to suspension. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Section 15.3 Rules and Regulations

All Departmental Rules and Regulations concerning discipline and procedures are specifically recognized as a part of this Agreement and are incorporated herein by reference thereto.

Section 15.4 Disciplinary Action Procedures & Union Members Rights

A) The Employee shall have the right to have a Union Representative appear with him at every stage of the disciplinary process.

B) Before any disciplinary action is taken against an employee, they shall be given an opportunity to state their position and offer any supporting evidence in writing immediately available to his superior officer who is rendering such discipline.

C) The charges and specifications which give cause to such discipline or discharge shall be reduced to writing by the supervisor recommending such action to the Chief, the Union and the member against whom the charges are brought. Such charges and specifications shall cite the specific sections of the Rules and Regulations, orders and/or appropriate law or of this Agreement which the employee is alleged to have violated and a copy will be given to the employee in writing.

D) The employee shall, within three (3) working days, excluding Saturdays, Sundays and Holidays, comply with the written order to make oral or written statements concerning any complaint or charge brought against him. Any statement may be used against him at any disciplinary hearing. He shall be allowed the opportunity to obtain the advice of an attorney or field representative before making such statement. Failure or refusal to give such a statement, regardless of the advice shall be grounds for disciplinary action.

E) Officers suspended for charges are to be suspended without pay. Provided however, that officers may use accrued time and banked time during their suspension.

F) When any complaint or charge shall be brought against an employee under such circumstances

that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under state or federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint:

1. The employee shall be given a summary of charges against him.
2. Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain the advice of counsel.
3. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department. When it is required or requested that an employee make a statement that is the subject of any investigation, that statement shall be in conformance with the principles of *Garrity vs. New Jersey*, 385 US 493 (1967) and *Spevak vs. Klein*, 385 US 551 (1956).
4. The order and statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
5. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for departmental purposes.

ARTICLE XVI

WORK OR BUSINESS INTERRUPTION

Section 16.1 Strike or Lockout

Neither the Union nor any Employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. The Employer will not engage in any lockout during the period of this Agreement.

Section 16.2 Union Obligation and Liability

In the event of any violation of Section 16.1, the Union will immediately, on the Employer's request:

- (a) Declare by whatever means the Employer may reasonably request, that such action is unauthorized and in violation of this Agreement and Michigan law
- (b) Order each Employee to return to work or otherwise cease such violation
- (c) Take such steps as are available to it under its Constitution and Bylaws to enforce compliance with Section 16.1.

If the Union complies with the obligations set forth in this section 16.2, it will not be liable for any violation of Section 16.1 which it did not authorize.

Section 16.3 Employer Rights

The Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge in its sole discretion.

any Employee who violates Section 16.1 , and neither the Union nor any Employee will question that right. However, the issue of fact as to whether a particular Employee violated said Section 16.1 will be subject to the grievance procedure described elsewhere in this Agreement.

ARTICLE XVII

VETERANS LAW

Section 17.1 Rights

The re-employment rights of employees and probationary employees who are veterans will be limited by applicable law and regulations.

ARTICLE XVIII

HEALTH AND SAFETY

Section 18.1 Work Facilities and Equipment

The City will provide and maintain clean, sanitary and safe work facilities and equipment.

Section 18.2 Safety Equipment at Range

Safety glasses and ear protectors shall be provided at all firing ranges and employees shall not be required to fire without this equipment.

ARTICLE XIX

MISCELLANY

Section 19.1 Meeting

The Employer and Union will confer at such reasonable times as either party may request to consider problems or, consistent with any other requirements or limitations as stated elsewhere in this Agreement, any proposals for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside the steward's scheduled work time and the party requesting the meeting will notify the other party by advance written notice of each subject it wishes to discuss.

Section 19.2 Interest Succession

This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.

Section 19.3 Construction

The Section titles throughout this Agreement are editorial identification of their related text and do not limit or control that text.

Section 19.4 Separability

If at any time any part of this Agreement directly or by analogy becomes or is declared illegal, invalid or any unfair labor practice, in whole or in part, under then applicable law, by Federal or Michigan judicial decree

or order, or by the ruling of any Federal or Michigan administrative department, agency, board, or commission, then such part will stand modified or suspended, as the case may require, to the extent necessary, but all other parts of this Agreement will remain effective.

Section 19.5 Waiver of Provisions

The Employer, Union and any affected Employee may, by mutual agreement, waive any provision of this Agreement as to such Employee.

Section 19.6 Amendment

In reaching this Agreement, the Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreements between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

Section 19.7 Effective Date and Duration

This Agreement will be effective from 12:01 (Prevailing Sylvan Lake time) July 1, 1987, by written notice from either party, delivered to the other at least ninety (90) days prior to the automatic renewal date, of its intention to amend, modify or terminate this Agreement.

Section 19.8 New Agreement Negotiation

If either party terminates this Agreement under

Section 19.8, both parties will make every reasonable effort to commence bargaining for a new Agreement by exchanging written proposals for an Agreement at least thirty (30) days before the termination day of this Agreement. Each party will have the right to add to, subtract from, or otherwise change any such proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain. In the event that negotiations extend beyond the termination date of this agreement, the terms and conditions shall remain in full force and effect pending agreement upon a new contract.

19.10 Maintenance of Conditions

Compensation and hours and conditions of employment legally in effect on the date of execution of this Agreement shall, except as otherwise provided herein, be maintained during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set
their hands this 10th day of June, A.D., 1987.

FOR THE UNION:

LABOR UNION MICHIGAN FRATERNAL ORDER OF POLICE

Vester L. Armes Ste.
Vester L. Armes, Union Steward

Albert Klug
Albert Klug, Alternate Steward

Brian Smith
Brian Smith, Field Representative

FOR THE CITY OF SYLVAN LAKE:
a Michigan Municipal Corporation

Robert T. Nikolas, Jr.
Robert T. Nikolas, Jr., Mayor

James Hedrick
James Hedrick, Mayor Pro Tem

Jeanette H. Carey
Jeanette H. Carey, City Manager/Clerk/Treasurer