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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

IN THE MATTER OF:

TOWNSHIP OF MT. MORRIS

PUBLIC EMPLOYER

-AND-

ACT 312 CASE NO.: L89 J-0794

LABOR COUNCIL, MICHIGAN FRATERNAL
ORDER OF POLICE, MT. MORRIS TOWNSHIP
POLICE DEPARTMENT NON-SUPERVISORY UNIT

UNION

_____ /

STIPULATED AWARD

PANEL: Ildiko Knott, Chairperson
Lyndon J. Lattie, Employer Delegate
Ray Wallace, Union Delegate

APPEARANCES

For the Employer

Lyndon J. Lattie
Attorney at Law

For the Union

David K. Sucher
Attorney at Law

BACKGROUND

The bargaining unit in this case is comprised of twenty-three non-supervisory, full-time and part-time patrol officers of the Mt. Morris Police Department. The unit has been represented by the Labor Council, Fraternal Order of Police since October of 1987.

Regarding the bargaining history which led to the current Act 312 proceedings, a request to open negotiations was served on the Township of Mt. Morris on August 21, 1989, and initial proposals were sent to the Township on September 29, 1989. A preliminary meeting, on October 12, 1989, was followed by another meeting on October 30, 1989. As a result of these sessions, tentative agreements were reached on the following items:

Article 6, Sec. 3.	Union Representation
Article 34, Sect. 4.	Paid Days Allowance
Article 36	Group Life Insurance
Article 38, Sec. 1,2,3, &4	Sickness & Accident Insurance
Article 40	Retirement
Article 42	Uniforms and Equipment
Article 46, Sec. 8.	Hours of Work and Premium Pay [New]
Article 48, Sec. 4.	General Provisions (Employee Eligibility)

On the remaining issues, however, impasse was reached on November 9, 1989. The parties did agree to extend their contract at that time.

Under the auspices of State Mediator Judith Rhode mediation was attempted on November 14, 1989, but failed to break the impasse.

A petition for Act 312 Arbitration was filed on November 16, 1989, with MERC and the undersigned received her appointment in January, 1990.

A pre-hearing in the above referenced matter took place on March 14, 1990 to discuss and clarify substantive and procedural issues and to set a hearing agenda and schedule.

A stipulation of the outstanding issues to be arbitrated was secured. Those issues were:

- | | | |
|----|---------------|---|
| 1 | Article 25 | Safety (Union) |
| 2 | Article 29 | Promotional Procedures (Union) |
| 3 | Article 46 | Hours of Work (3,4,8) (Union) |
| 4 | Article 48 | General (Schooling) (Union) |
| 5 | Article 48 | General (FANG) (Union) |
| 6 | Article 52 | Duration (Union) |
| 7 | Appendix A | Wages (Union) |
| 8 | Retroactivity | (Union) |
| 9 | Article 32 | Vacations (Township) |
| 10 | Article 35 | Hospitalization/Medical Insurance
(Township) |
| 11 | Article 48 | General (Residency) (Township) |

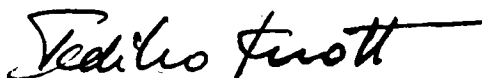
Classification of the Union's issues was reached by mutual agreement. Union issues 1, 3, 4, 6, 7, and 8 were designated as economic and issues 2 and 5 were designated as non-economic.

Based on the discussions, it appeared that the parties were desirous of the opportunity to engage in further collective bargaining and that such might prove to be productive. Consequently, the statutory time limits were waived and the Arbitrator remanded the outstanding issues to further collective bargaining until May 15, 1990.

The parties, however, were not successful in reaching any tentative agreements by this deadline and hearings were subsequently scheduled for August 14, 16, and 17, 1990.

A hearing was conducted on August 14, 1990, to take testimony and evidence. The hearing scheduled for August 16, 1990, was cancelled based on an expressed desire by both parties to once again attempt to reach a negotiated settlement. These talks continued on August 17, 1990, with the participation of the Arbitrator, at the request of the parties. During these negotiations a tentative agreement in principle on all outstanding issues was reached. The parties requested that these agreements be incorporated in a stipulated award.

The parties have used the intervening time to reduce the agreements to contractual language and to schedule respective ratifications. The contract was signed on November 13, 1990. The stipulated award is attached.



Ildiko Knott

November 19, 1990

Date

WAIVER OF TIME LIMITS

RE: MERC CASE NO.: L89 J-0794
Township of Mt. Morris
-and-
FOP, Michigan Labor Council

In the above referenced matter the undersigned agree to waive the statutory time limits set forth in the "Compulsory Arbitration" Act 312 of 1969 as amended.

For the Employer:

Raymond J. Lutz

Date: 3/14/90

For the Union:

K L K H

Date: 3-14-90

AGREEMENT

BETWEEN

MT. MORRIS TOWNSHIP

- and -

LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE
MT. MORRIS TOWNSHIP POLICE DEPARTMENT
NON-SUPERVISORY UNIT

Effective: January 1, 1990

Terminates: March 31, 1993

TABLE OF CONTENTS

PAGE

AGREEMENT.....	1
ARTICLE 1 - PURPOSE AND INTENT.....	1
ARTICLE 2 - NON-DISCRIMINATION.....	1
ARTICLE 3 - RECOGNITION.....	2
ARTICLE 4 - CAPTIONS.....	2
ARTICLE 5 - GENDER.....	3
ARTICLE 6 - UNION REPRESENTATION.....	3
ARTICLE 7 - UNION SECURITY.....	4
ARTICLE 8 - DUES CHECK-OFF.....	5
ARTICLE 9 - EMPLOYER INDEMNIFICATION.....	6
ARTICLE 10 - SAVE HARMLESS.....	6
ARTICLE 11 - MANAGEMENT RIGHTS.....	7
ARTICLE 12 - GRIEVANCE PROCEDURE.....	8
ARTICLE 13 - DISCIPLINE AND DISCHARGE.....	13
ARTICLE 14 - SPECIAL CONFERENCES.....	14
ARTICLE 15 - NO STRIKES.....	14
ARTICLE 16 - PROBATIONARY EMPLOYEES.....	15
ARTICLE 17 - SENIORITY LISTS.....	16
ARTICLE 18 - SENIORITY.....	16
ARTICLE 19 - LOSS OF SENIORITY.....	17
ARTICLE 20 - CHANGES IN PERSONAL STATUS.....	18
ARTICLE 21 - ABSENTEEISM.....	18
ARTICLE 22 - ACCESS TO THE OPERATIONAL PREMISES.....	18
ARTICLE 23 - SEPARATION-VOLUNTARY TERMINATION.....	19
ARTICLE 24 - UNION BULLETIN BOARD.....	19

ARTICLE 25 - SAFETY.....	19
ARTICLE 26 - LAYOFF AND RECALL.....	20
ARTICLE 27 - OUTSIDE EMPLOYMENT.....	21
ARTICLE 28 - LEAVES OF ABSENCE.....	22
ARTICLE 29 - PROMOTIONS.....	25
ARTICLE 30 - REPORTING FOR WORK.....	27
ARTICLE 31 - HOLIDAYS.....	28
ARTICLE 32 - VACATIONS.....	29
ARTICLE 33 - LONGEVITY COMPENSATION.....	31
ARTICLE 34 - PAID DAYS ALLOWANCE.....	31
ARTICLE 35 - HOSPITAL AND HEALTH INSURANCE.....	33
ARTICLE 36 - GROUP LIFE INSURANCE.....	35
ARTICLE 37 - GROUP PERMANENT PLAN INSURANCE.....	35
ARTICLE 38 - SICKNESS AND ACCIDENT INSURANCE.....	36
ARTICLE 39 - WORKER'S COMPENSATION.....	37
ARTICLE 40 - RETIREMENT.....	37
ARTICLE 41 - SHIFT PREFERENCE.....	37
ARTICLE 42 - UNIFORMS AND EQUIPMENT.....	38
ARTICLE 43 - FALSE ARREST INSURANCE.....	40
ARTICLE 44 - BONDING.....	40
ARTICLE 45 - LEGAL ASSISTANCE.....	40
ARTICLE 46 - HOURS OF WORK AND PREMIUM PAY.....	40
ARTICLE 47 - SUBCONTRACTING.....	42
ARTICLE 48 - GENERAL PROVISIONS.....	42
ARTICLE 49 - EXTRA CONTRACT AGREEMENTS.....	43
ARTICLE 50 - SEVERABILITY AND SAVINGS CLAUSE.....	44
ARTICLE 51 - WAIVER.....	44
ARTICLE 52 - TERMINATION OF AGREEMENT.....	45
SCHEDULE OF WAGES.....	46

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1990, by and between Mt. Morris Township, hereinafter referred to as the "Employer", a Municipal Body Corporate of the State of Michigan, and the Labor Council, Michigan Fraternal Order of Police, Mt. Morris Township Police Department, Non-Supervisory Unit, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

ARTICLE I - PURPOSE AND INTENT

Section 1. It is recognized by both parties that the best interest of the Employer and the Union are of paramount concern and that any labor dispute between the bargaining unit and the Employer be resolved in an orderly manner without interruption of services as provided under the provision of this Agreement.

Section 2. 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.

Section 3. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 2 - NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Union, and there will be no discrimination with respect to conditions of

employment. The parties ascribe to the principle equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin or political affiliation.

ARTICLE 3 - RECOGNITION

The Employer does hereby recognize the Union as the sole and exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Union, as the sole and exclusive bargaining representative, shall have the rights granted them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted except as expressly limited by the terms of this Agreement, for the term of this Agreement of all employees of the Employer included in the bargaining unit described as follows:

All full-time and part-time Police Officers and Detectives of the Mt. Morris Township Police Department; but excluding the Chief of Police, Lieutenants, Sergeants, Supervisory employees above the rank of Sergeant, all confidential employees, all office-clerical employees, student employees, and all other employees employed in or through Mt. Morris Township.

ARTICLE 4 - CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 5 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 6 - UNION REPRESENTATION

Section 1. Union employees shall select a steward who is a regular employee to represent them. Union employees may also select an alternate steward, who is a regular employee to represent them in the absence of the steward. Stewards and/or alternates will not be probationary employees.

Section 2. The steward or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this article may investigate and present grievances to the Employer, upon having requested permission from his supervisor to do so. The supervisor will normally grant permission within a reasonable time after the first hour of the shift for the steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the steward to leave his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Any employee who takes an unreasonable or unnecessary amount of time in grievance adjustment may be subject to the disciplinary procedure.

The steward and alternate steward may be required to record time spent. All stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3. The steward shall represent the employees and shall be authorized to resolve grievances on behalf of such employees at any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employee(s), the Union, and the employer. However, such resolution(s) shall not conflict with the contract language.

Section 4. The Union shall designate to the Employer in writing the steward and alternate steward and the Employer should not be required to recognize or deal with any employee other than the one so designated.

Section 5. The bargaining committee of the Union shall include not more than three (3) employees of the Township and not more than two (2) non-employee representatives of the Union.

In the event that negotiation meetings are held at a time when an employee representative would normally be working, said employee(s) shall be paid at their regular rate of pay. When computing overtime for such employee(s) normal working hours spent in negotiations will be computed as though they were spent on duty.

There shall be no discrimination against an employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee or union steward or alternate.

ARTICLE 7 - UNION SECURITY

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters. Membership in the Union is separate, apart and

distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required, under this Agreement, to represent all 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 fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union 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 usual and regular dues. For present, regular employees, such payments shall commence thirty (30) days following the effective date, or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty (30) days following the date of employment.

If any provision of this article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 8 - DUES CHECK-OFF

Section 1. The Employer agrees to deduct from the pay of each

employee all dues and pay such amount deducted to the Labor Council, Michigan Fraternal Order of Police for each and every employee, provided that the Union presents to the Employer an authorization, signed by such employee, allowing such deductions and payments to the Union. The Employer agrees during the term of this Agreement to provide this check-off service without charge to the Union.

Section 2. Dues or representation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer without recourse to rely upon and to honor a dues check-off certificate regarding the amounts to be deducted and the legality of the adopting actions specifying such amounts of the Union dues or representation fees.

ARTICLE 9 - EMPLOYER INDEMNIFICATION

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees and/or dues from an employee's pay. The Union assumes full responsibility for the disposition of the moneys so deducted, once they have been turned over to the Union at the address on file with the Employer.

ARTICLE 10 -SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of

whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 11 - MANAGEMENT RIGHTS

Section 1. The Union and bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties, and responsibilities by the laws and constitution of the State of Michigan and of United States which it must assume and discharge. Unless expressly limited or abridged by the terms of this Agreement, the Employer retains unto itself the following rights and responsibilities.

Section 2. The Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update reasonable work rules; to establish penalties for violation of such rules; to establish and update policies and procedures; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to

determine the quantity and quality of service to be rendered; the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes; supplies to be used and purchased; to contract or subcontract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked; to establish work schedules; and in all respects to carry out the ordinary and customary function of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit.

All grievances are limited to matters of interpretation or application of the provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein.

The grievance procedure shall not apply to the policies of the carrier of the retirement plan or any of the insurance plans or policies regarding payment of insurance.

All grievances must be presented within seven (7) days after the occurrence of the circumstances giving rise to the grievance or as soon thereafter as the employee should have reasonably known of the occurrence of such grievance. For the purpose of the grievance procedure, a day shall be deemed to mean Monday through Friday, exclusive of holidays, Saturdays and Sundays.

STEP 1. If an employee has a grievance, he shall discuss the grievance with the immediate supervisor. If the matter is thereby not resolved, it will be submitted in written form by the steward to the immediate supervisor, who will answer within five (5) days.

STEP 2. If the immediate supervisor's answer is not satisfactory, the grievance may be presented by the steward to the Chief of Police, who shall answer said grievance within five (5) days. In the event the immediate supervisor is a member of the bargaining unit, the grievance will be presented directly at Step 3.

STEP 3. If the Chief's answer is not satisfactory, the grievance may be referred to the Business Representative who may submit his appeal within five (5) days of the answer received in Step 2 on the agenda to the Employer. A meeting between two (2) representatives of the Union and two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within ten (10) days from the date the agenda is received by the Employer.

Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

Section 2. The Employer and the Union representatives shall be allowed counsel at any step of the grievance procedure if they so desire.

Section 3. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

Section 4. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limit prescribed or any extension which may be agreed to, may be referred to the next step in grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

Section 5. The Employer shall not be required to pay back wages for periods prior to the time a written grievance is filed, provided, that in the case of a pay shortage, of which the employee had not been aware of before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period, providing the employee presented his grievance within seven (7) days after receipt of such pay.

Section 6. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

Section 7. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

Section 8. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate, unless it is provided for in this Agreement.

Section 9. The arbitrator shall have no power to provide

agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

Section 10. The arbitrator shall have no power to rule on an alleged violation of any article of the Agreement except those which the Union has specifically named as being violated prior to the submission of the grievance for arbitration.

Section 11. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

Section 12. The award of the arbitrator shall be based on exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 13. The costs of any arbitration proceedings shall be borne equally between the parties but the fees, wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Section 14. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, all bargaining unit employees, and the Employer. The Union will discourage any attempt by any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

Section 15. An employee will elect either the grievance and arbitration forum as set forth herein or the appropriate forum set forth under any law, but not both.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. The Employer and the Union mutually subscribe to the doctrine of progressive discipline provided, however, that no employee shall be disciplined or discharged except for just cause.

Any discipline imposed will be corrective in nature, provided however, nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should the Employer determine the circumstances warrant the action.

At the time disciplinary action is taken against an employee, the representative of the Township shall give the employee a written statement citing specific charges of the employee's alleged offense, the date, time and location of the offense, the penalty assessed and of the date and time the penalty becomes effective.

Section 2. The disciplined, discharged or suspended employee will be allowed to discuss his discipline, discharge or suspension with his steward if readily available and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discipline, discharge or suspension with the employee and the steward.

Section 3. Should the disciplined, discharged or suspended employee and the steward consider the discipline, discharge or suspension to be improper, a grievance may be presented in writing through the steward to the employee's immediate supervisor within five (5) regularly scheduled working days of the discipline, discharge or suspension. If the decision is not satisfactory to the

Union, the grievance shall be processed through the regular grievance procedure.

Section 4. In imposing discipline on a current charge, the Employer will not take into account any unrelated infractions which occurred more than twelve (12) months previously.

ARTICLE 14 - SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Union and two (2) representatives of the Employer.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. The time of such meetings shall be scheduled by mutual agreement. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Employer and a representative of the Local Union.

Section 3. The Union representative may meet at a place designated by the Employer and on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

ARTICLE 15 - NO STRIKES

Section 1. The Employer will not lock out employees during the

term of this Agreement.

Section 2. The parties of the Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential services.

Section 3. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow down of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage or other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased. The Employer shall have the right to discharge any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Section 4. An employee proven to be in violation of this article will have no recourse through the grievance or arbitration procedure.

Section 5. The employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against said Employer.

ARTICLE 16 - PROBATIONARY EMPLOYEES

Section 1. All full-time and part-time employees shall serve a twelve (12) month probationary period from his most recent date of hire.

Section 2. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion

and neither the employee so terminated nor the Union shall have recourse to the grievance procedure of such termination, except for Union activity.

Section 3. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided for in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular employee and his departmental seniority shall start with his most recent date of hire.

The employees shall also accrue seniority on a classification basis and shall rank for seniority in accordance with the employee's date of entry into the classification.

a. Seniority shall not be affected by the race, color, creed, sex, age marital status or number of dependents of the employee.

ARTICLE 17 - SENIORITY LISTS

Section 1. The Employer shall keep the seniority list up to date and posted at all times and will provide the bargaining unit membership with up to date copies annually.

Section 2. The departmental seniority list will show the name, rank and/or job title of the Employee and date of hire.

the classification seniority list will show the name, rank and/or job title of the Employee and the date of entry into the classification.

ARTICLE 18 - SENIORITY

Section 1. A regular full-time Employee's seniority shall date

from his most recent date of hire of full-time employment within the bargaining unit.

Section 2. Part-time Employees of the Mt. Morris Township Police Department shall accumulate seniority within the rank of the part-time Employees only. All part-time Employees, shall be ranked according to seniority.

Section 3. Employees who are hired on the same date shall be placed on the seniority list according to the Employee's first annual performance evaluation score with the Employee having the highest score being most senior.

ARTICLE 19 - LOSS OF SENIORITY

An Employee's seniority and employment shall terminate if:

1. The Employee quits, or
2. The Employee is discharged and the discharge is not reversed through the grievance procedure set forth herein, or
3. The Employee fails to give notice of his intent to return to work within five (5) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall from layoff by certified mail to the last known address of such Employee as shown by the Employer's records. It shall be the responsibility of the Employee to provide the Employer with a current address, or
4. The Employee is absent from work for three (3) consecutive working days without advising the Employer. Exceptions will be made if the Employee offers a reasonable excuse acceptable to the Employer, or
5. The Employee overstays a leave of absence without advising the Employer. Exceptions will be made if the Employee offers a reasonable excuse acceptable to the Employer, or
6. The Employee gives a false reason in requesting a leave of absence, or
7. A settlement with the Employee has been made for total disability, or

8. The Employee is retired, or
9. The Employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment or two (2) years, whichever occurs sooner, or
10. The Employee falsified information on his application for employment, which gives rise to the presumption of fraud, or
11. If it is proved that the Employee participated in any strike, sit-down, stay-in, slow-down, curtailment of work restriction of production, interference with the operation of the Employer during the terms of this Agreement, or
12. The federal funds through which they were employed are terminated.

ARTICLE 20 - CHANGES IN PERSONAL STATUS

Employees shall notify the Employer of any change of name, address, telephone number, marital status, or number of dependents as soon as possible, thereafter.

ARTICLE 21 - ABSENTEEISM

Due to the importance of the Employer's service, it is expected the Employees work their scheduled working hours according to the schedule prepared by the Employer and in accordance with the Agreement.

ARTICLE 22 - ACCESS TO THE OPERATIONAL PREMISES

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force and after notifying the Employer of his presence.

ARTICLE 23 - SEPARATION-VOLUNTARY TERMINATION

Employees shall have the responsibility of turning in all of the Employer's equipment and property at termination of their employment. The Employee shall be charged for all items not returned.

ARTICLE 24 - UNION BULLETIN BOARD

The Employer agrees to provide suitable space, at lease six (6) feet square, for the Union bulletin board. Postings on such board are to be confined to official business of the Union.

ARTICLE 25 - SAFETY

Section 1. The parties to this Agreement shall establish a joint Safety Committee consisting of two (2) Union representatives and two (2) Employer representatives.

The Safety Committee shall meet at least twice a year during working hours. Union representatives shall be paid for all time while meeting with the Committee. The Committee shall handle all safety complaints and shall recommend safety ideas to be implemented by the Board. The safety code shall contain the following safety regulations:

- a. On the first and second shift, the Chief shall have complete discretion on whether to assign officers to ride in one or two person patrol cars.
- b. On the third shift, the Chief shall assign at least one two person patrol car.

Section 2. If a vehicle should be regarded as defective, an Employee should immediately inform his immediate supervisor. If the

supervisor determines the car to be defective, he shall cause the same to be parked and remain parked until cleared by a mechanic as fit for road service.

The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 3. Any Employee involved in any accident shall immediately report said accident and any physical injury sustained. An Employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident.

Section 4. Failure of an Employee to adhere to safety regulations may be treated as a cause for discipline.

ARTICLE 26 - LAYOFF AND RECALL

Section 1. The work "layoff" means a reduction in the working force due to a decrease of work or limitation in funds.

Section 2. Layoff of Employees shall be by department seniority, and the following order shall be followed; provided that the Employees who remain have the then-present ability to perform the work available:

- A. Federally funded Employees.
- B. Part-time Employees.
- C. Probationary Employees.
- D. Remaining seniority Employees shall then be laid off in the order of their department seniority.
- E. Whenever possible, an Employee who is to be permanently laid off for more than five (5) working days, shall be mailed a written notice to the last address on file with the Township at least fourteen (14) calendar days in advance of the day on which the layoff is to take effect,

except as applicable under the disciplinary provision. In no event will a layoff notice for other than disciplinary reasons be mailed less than seven (7) days prior to the effective date of layoff. The Township will provide Union Steward with a copy of the notice of layoff.

Section 3. Seniority Employees will be laid off according to departmental and classification seniority starting with the least senior Employee in the classification. However, Employees shall be allowed to bump downward into a lower classification provided said Employee possesses sufficient departmental seniority to bump and the present ability to perform the work in the lower classification. If an Employee bumps into a lower classification, the Employee in that classification having the least seniority shall be bumped. Any Employee bumping into a lower classification shall carry all accumulated departmental seniority into the lower classification.

- A. When the work force is to be increased after a layoff, Employees will be recalled according to seniority, in reverse order of layoff.
- B. Notice of recall may be by telephone call, confirmed by certified mail to the Employee's last known address.
- C. Failure to return, upon notification in accordance with the provisions of this Agreement, shall be considered a voluntary quit.

ARTICLE 27 - OUTSIDE EMPLOYMENT

Section 1. Any full-time or part-time certified police officer of Mt. Morris Township may perform work outside their regular hours, provided that such work in no way conflicts with their regular employment.

Section 2. When officers perform outside work, and are contracted for, paid for, and otherwise employed by an outside source, they shall not be covered by Workers Compensation, False Arrest Insurance, or other benefits which are reserved for their

regular employment and protection with the Mt. Morris Township Police Department. When officers perform outside work contracted through the Employer, all wages and benefits shall be paid per the contractual agreement between the Township and the outside Employer and shall not be subject to this Labor Agreement.

Section 3. Except when performing contracted services, officers will be acting on their own initiative and shall not use Township vehicles or equipment. Also, any court time, paperwork, or litigation arising from such outside work will not be the responsibility of Mt. Morris Township.

ARTICLE 28 - LEAVES OF ABSENCE

Section 1. Eligibility: All regular full-time members of the Department are eligible for a non-compensable personal leave of absence after the completion of the probationary period. This leave of absence shall not exceed three (3) calendar months during any one (1) year and will be granted solely at the discretion of the Employer.

The personal leave of absence request must be submitted at least thirty (30) working days prior to the commencement of the leave, except in emergencies. The request must be in writing and approved by the Department Head.

All requests must contain the date the leave is to begin and the exact date the leave is to end. Authorization for a leave of absence or extension shall be furnished to the Employee in writing.

Section 2. Seniority: An Employee on an approved leave of absence will retain his/her seniority. However, Employees will not continue to accumulate seniority while on leave of absence.

Section 3. Extensions: The Employer may grant one (1) or more extensions of a leave upon the Employee's request, in the Employer's sole discretion, for acceptable reasons.

Section 4. Military Leave: Except as herein provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

- A. Whenever Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical, if scheduled to work.
- C. Employees (other than temporary Employees) within this bargaining unit who shall be inducted into the Armed Forces of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the Employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge of not more than one (1) year.

Section 5. Jury Duty Leave: Any regular full-time Employee who has completed the probationary period and is summoned and reports for jury duty prescribed by applicable law shall be paid the difference between jury duty fee which he receives for such service and his then-current straight-time rate which he would have received if he had worked, for the working time actually lost. The Employer's

obligation to pay an Employee for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year.

In order to receive payment under this section, an Employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an Employee who, without being summoned, volunteers for jury duty.

The Employee is expected to report for work on any scheduled work days when the jury is not in session. Often jury members are dismissed early in the day or week. In such event, the Employee is expected to return to his job promptly.

Section 6. Funeral Leave: When death occurs in an Employee's immediate family, the Employee, on request, will be excused for three (3) working days immediately following the date of death, provided he attends the funeral. Immediate family shall mean: spouse, parent, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, Employee's grandparents, brother, sister.

In the event of a simultaneous tragedy affecting more than one (1) of the covered relations enumerated above, not more than three (3) working days shall be excused, which shall be subject to the terms and conditions heretofore stated herein.

In all cases involving funeral leave, if more days are needed, it shall be at the discretion of the Employer.

Section 7. Maternity Leave: Pregnancy shall be treated the same as any other illness and the Employee shall be granted sick-

leave privileges and benefits in accordance with the provisions of this Agreement. The Employee will be eligible to return to work when a physician's statement is presented stating she can resume normal duties.

Section 8. Union Leave: Leaves of absence without pay will be granted to any Employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) Employee at any one time and the number of working days will not exceed five (5) days in any one (1) calendar year.

ARTICLE 29 - PROMOTIONS

Section 1. The purpose of this procedure is to establish a promotional system for full-time, non-probationary employees in the Mt. Morris Township Police Department Non-Supervisory bargaining unit.

Section 2. Promotion means to advance from a given classification to a higher paid classification within the Mt. Morris Township Police Department.

Section 3. To be eligible for a promotional advancement the following requirements must be met:

A. Promotion to Detective The employee must be a current member of the bargaining unit for a minimum of three (3) years full-time.

B. Promotion to Sergeant The employee must be a current member of the bargaining unit and have been employed in the bargaining unit for a minimum of three (3) years full-time.

Section 4. Criteria: Promotion's shall be based upon the following criteria and factors:

A. Promotions shall be on a competitive basis.

B. Testing will be based upon the classification to be filled.

C. A Municipal League test appropriate for the classification to be filled shall be utilized.

D. Applicants must attain a passing score on the written test pursuant to the municipal league test guideline to proceed with the procedure.

E. Oral Examination.

F. Seniority.

Section 5. Notification of Test: The Employer will notify all bargaining unit Employees thirty (30) days in advance of the test, of the place and time of the test. Eligible employees, must respond in writing, not less than two (2) weeks in advance of such test, notifying the Employer of their intent to take the test.

Section 6. Oral Examination: The oral examination shall be given by a four (4) member panel consisting of two (2) police officers appointed by the Township and two (2) police officers appointed by the Union.

All officers appointed to the oral board panel shall have rank equivalent to or superior to the rank being filled.

Section 7. Oral Board Procedure: Members of the oral board shall meet prior to administering the oral examination for the purpose of establishing a list of questions to be asked each candidate and the value to be assigned each question.

All candidates will be asked the same questions and scored individually by each member of the oral board.

At the conclusion of the oral examination, each board member shall total their scores. The average score of the four (4) board members shall be the candidate's oral examination score.

Section 8. Employees who have completed the written and oral examinations shall be ranked in ascending order with the highest

score listed at the top of the list. Scores shall be weighed using the following criteria:

<u>Written Exam</u>	<u>Oral Exam</u>	<u>Administration Evaluation</u>	<u>Seniority</u>
50%	20%	20%	10%*

*Employees shall be credited with 1/12% for each month of completed service, not to exceed 10%.

Section 9. The Employee achieving the highest cumulative score in the promotional process shall be awarded the promotion.

Section 10. All "ties" as a result of the testing process will be broken on the basis of seniority.

Section 11. AN Employee who is promoted will be considered probationary for a period of six (6) months.

During probationary period, if the Employee's performance is unsatisfactory, the Employee may be returned to his former position with no loss of seniority.

Within the first six (6) months of date of promotion, an Employee may also request voluntarily to return to his former classification with no loss of seniority.

An Employee who has been promoted outside the bargaining unit shall retain his/her seniority earned while an Employee within the bargaining unit. Further, Employees promoted outside the bargaining unit shall continue to accumulate seniority within the bargaining unit.

Section 12. In the event that an Employee is promoted, the Employee shall receive the rate of pay of the new occupational level that will grant him a pay increase.

ARTICLE 30 - REPORTING FOR WORK

Section 1. Employees not reporting for work shall notify their

supervisor sixty (60) minutes before their starting time, if possible, and shall advise said supervisor as to the reason for their inability to work. Failure to report for work without reasonable excuse for inability to work may constitute grounds for disciplinary action.

Section 2. When overtime becomes available it shall be rotated and equalized as far as practicable. Scheduled overtime and special work activities shall be offered to full-time bargaining unit personnel first. Part-time Employees may be used to fill in for approved pass days.

ARTICLE 31 - HOLIDAYS

Section 1. The following days shall be designated and observed as paid holidays:

New Year's Eve
Washington's Birthday
Memorial Day
Thanksgiving Day
Christmas Day
Lincoln's Birthday
Christmas Eve

Good Friday
Labor Day
Independence Day
Columbus Day
New Year's Day
Martin Luther King, Jr.'s
Birthday

Section 2. To be eligible for holiday pay an Employee must be full-time and have obtained seniority prior to the holiday; and the Employee must work his last scheduled day prior to the holiday and his first scheduled day after the holiday or be on approved leave.

Section 3. In the event one of the holidays falls on Sunday, the following day, Monday will be the recognized holiday for eligible Employees; if the holiday falls on Saturday, the preceding Friday will be recognized as a holiday. However, Employees assigned to

seven (7) day operations will celebrate the actual date of the holiday.

Section 4. Employees scheduled to work the holiday and who do not work shall not be eligible for holiday pay.

Section 5. Employees who work the holiday shall be compensated at the rate of time and one-half (1 1/2) and in addition shall receive another day off.

Section 6. If a paid holiday falls during an Employee's vacation, the holiday will be allowed and the Employee may reschedule the vacation day.

Section 7. If the Employee is on an insurance paid leave he/she shall not receive holiday pay.

Section 8. Employees who perform no work on a holiday shall receive their regular rate of pay for that day. Employees may elect to receive compensatory time in lieu of this holiday pay. Compensatory time must be utilized within sixty (60) days or the Employee will be paid for the time worked. An Employee seeking to utilize compensatory time off must, unless excused by the Employer, submit a written request therefor at least seventy-two (72) hours prior to the desired time off.

Section 9. Holiday pay will not be granted when:

- A. The Employee is on an unpaid leave of absence, on layoff, quit, or terminated or receiving Sickness and Accident benefits, or Workers Compensation benefits.
- B. An Employee has not worked at least one hundred (100) hours during the month of the holiday.

ARTICLE 32 - VACATIONS

Section 1. Regular full-time Employees who have been employed

by the Employer for a period of one (1) year from their date of hire shall be entitled to vacation as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
1 year at least	One (1) week - 40 hours
At least 2 years but, less than 5 years	Two (2) weeks - 80 hours
At least 5 years but, less than 10 years	Three (3) weeks - 120 hours
More than 10 years	Four (4) weeks - 160 hours

Section 2. Employees must use their vacation in the year following the year of accrual. There will be no carry over of vacation from one year to the next and if vacation allowance is not utilized, it will be lost.

Section 3. Vacation pay shall be computed at the Employee's current regular rate of pay, minus any premiums.

Section 4. Vacation leaves shall be granted to eligible Employees upon written request. Vacation request must be made thirty (30) days preceding the period requested. Requests submitted shall be granted on a first-come first-serve basis. In cases of conflicting requests, preference will be given to Employees with the most seniority.

Section 5. All vacation requests must be approved by the department head before it is granted.

Section 6. Employees may not take back-to-back vacations, unless approved by the department head.

Section 7. No vacation time will be earned while an Employee is on an unpaid leave, is laid off or on sick leave.

Section 8. Paid absence days will be counted toward accrual of eligible weeks worked.

Section 9. To qualify for vacation time, an employee must work in at least thirteen weeks during the calendar year. Then prorated according to the following schedule.

26 weeks	-	100%
25 weeks	-	96%
24 weeks	-	92%
23 weeks	-	88%
22 weeks	-	84%
21 weeks	-	80%
20 weeks	-	76%
19 weeks	-	73%
18 weeks	-	69%
17 weeks	-	65%
16 weeks	-	61%
15 weeks	-	57%
14 weeks	-	53%
13 weeks	-	50%

ARTICLE 33 - LONGEVITY COMPENSATION

Section 1. Employees who have served the Township for a period of five (5) continuous years on a permanent full-time basis shall be eligible to receive longevity pay, based upon the following schedule:

Upon completion of five (5) continuous years full-time service	2% Annual Rate
Upon completion of ten (10) continuous years full-time service	4% additional (i.e., 4% plus existing 2%)
Upon completion of fifteen (15) continuous years full-time service	6% Additional (i.e., 6% plus existing 6%)

Section 2. Longevity compensation is based upon total continuous length of service with the Township and does not relate to length of time served in a particular classification, office or department.

Section 3. Authorized leaves of absence or layoff, which do not exceed one (1) year, will not constitute a break in service. However, time off will be subtracted in computing the length of eligible increment time. Separation due resignation or dismissal constitutes a break in continuous service.

Section 4. Time spent on military leave (not to exceed four (4) years unless otherwise provided for by statute) will be used in computing continuous service for longevity only.

Section 5. If an employee leaves the employment of Mt. Morris Township Police Department for any reason, the Employer will pay the employee eight (8) hours of pay for each completed year of employment. Payment shall be made within thirty (30) days of the last day worked by the employee. Employees terminated for just cause shall not be entitled to payment under this Section.

ARTICLE 34 - PAID DAYS ALLOWANCE

Section 1. In lieu of sick days and personal days, all full-time Employees with one (1) or more years of seniority, will be given twelve (12) paid days allowance January 1 of each year, accumulative to a maximum of seventy-two (72) days to be used for the following:

- A. Personal illness
- B. When an Employee is taken ill on the job
- C. Illness in the immediate family
- D. Personal or business matters which cannot be handled outside the regular working hours, such as doctor or dental appointments, handling business, etc.

Section 2. Use of paid days allowance must be by department head approval. Requests shall be in writing submitted to the department head at least forty-eight (48) hours in advance except in case of illness or emergency where notification shall be within fifteen (15) minutes after the start of the Employee's regularly scheduled starting time. Failure to so notify the department head may result in lost time.

Section 3. No employee shall be eligible for or accumulate paid

days allowance during a leave of absence, insurance paid leave, or during a layoff. When a laid-off Employee returns to work his previous paid days allowance shall be placed to his credit.

Section 4. Paid days allowance may not be used for vacations but shall be available for use by Employees in the bargaining unit for the reasons listed above in Section 1.

Section 5. Upon death, retirement or resignation of Employment, with proper notification, an Employee shall be paid at his hourly rate one-half (1/2) of his accumulated paid days allowance.

Section 6. Employees utilizing their paid days allowance for illness are expected to notify the Employer daily of their inability to work because of such illness.

Section 7. An Employee using paid days allowance during a period that includes a scheduled holiday will not be paid for such holiday unless the Employee provides a doctor's certificate for proof of illness which states that he was unable to perform his work.

Section 8. An Employee leaving the employ of the Township, will have his paid days allowance prorated according to the time actually worked during the year in which he leaves. In the event the Employee has used more time than he has earned, the excess will be deducted from his final pay at the rate of one-twelfth (1/12) for each full month he does not work during the calendar year in which he leaves.

Section 9. An Employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day and time will not be deducted from his paid days allowance.

ARTICLE 35 - HOSPITAL AND HEALTH INSURANCE

Section 1. The Employer agrees to maintain the Blue Cross health insurance coverage with the \$2.00 prescription drug rider which was in effect on December 31, 1987, until as soon as reasonably practicable after receipt of the Act 312 panel's decision and at that time the plan shall be modified to be the Blue Cross/Blue Shield preferred care plan or equivalent. The health insurance coverage provided by this section is to be fully paid by the Employer for the Employees.

Employees eligible for hospitalization insurance coverage pursuant to this section may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Mt. Morris Township area. The Employer shall contribute no more for health benefits to an employee electing health maintenance organization coverage than the Employer is required to pay for the Blue Cross/ Blue Shield coverage. Any employee electing to be covered by a health maintenance organization plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield plan.

Any Employee electing to transfer from Blue Cross/Blue Shield hospitalization insurance coverage to health care coverage under a health maintenance organization must notify the Employer, in writing, of this intent at least two (2) weeks prior to the next open period of Blue Cross and Blue Shield.

Section 2. The Employer agrees to provide Blue Cross/Blue Shield Master Med. Option I through the insurance carrier.

Section 3. The Employer will continue, during the life of this Agreement, the 50/50/50 Blue Cross Family Dental Plan.

Section 4. Employees are eligible for insurance coverage after completion of the probationary period.

Section 5. The Employer will pay the premiums for blue Cross Hospitalization Insurance to age sixty-five (65) should an Employee retire under the conditions of the retirement programs or if the Employee becomes permanently and totally disabled.

ARTICLE 36 - GROUP LIFE INSURANCE

The Employer agrees to maintain its current life insurance coverage for part-time Employees to a maximum of ten thousand dollars (\$10,000). Coverage is effective upon completion of the probationary period.

ARTICLE 37 - GROUP PERMANENT PLAN INSURANCE

The Employer agrees to maintain its current insurance coverage for all full-time Employees during the term of this Agreement. Coverage is based on the nearest full number of one and one-half (1 1/2) times the Employee's salary, i.e., if an Employee's salary is five thousand dollars (\$5,000), the life insurance is seven thousand five hundred

dollars (\$7,500); if the Employee's salary is ten thousand dollars (\$10,000) per year, the life insurance is fifteen thousand dollars (\$15,000), to a maximum of forty thousand dollars (\$40,000).

ARTICLE 38 - SICKNESS AND ACCIDENT INSURANCE

Section 1. The Employer shall provide full-time Employees with Sickness and Accident coverage for a maximum of fifty-two (52) weeks. Said coverage will be available upon the first (1st) day of hospitalization and upon the fourteenth (14th) day of illness. Employees shall receive two-thirds (2/3) of their gross salary up to a maximum of three hundred dollars (\$300) per week.

Section 2. Employees must provide a statement from a licensed physician before receiving Sickness and Accident benefits. A statement from a physician designating when an Employee may return to work is required before the Employee will be reinstated to his/her position with the Employer.

Section 3. An Employee may be required to be examined by the Employer's physician after the fourteenth (14th) day of illness. If the Employer's physician determines the Employee able to return to work and the Employee's physician determines him/her unable, a mutually agreed upon physician will be selected by the two physicians to make an examination and his findings will be binding on both parties.

Section 4. When sick leave forms are approved and turned in on a timely basis, the Employer will, on a trial basis, start payment within one (1) week of eligibility. The employer reserves the right to cancel Section 4 at any time.

ARTICLE 39 - WORKER'S COMPENSATION

All bargaining unit members will be covered by applicable workers compensation laws. Any Employee sustaining an occupational injury shall receive payment by the Employer of an amount of money sufficient to make up the difference between that paid by worker's compensation and his regular biweekly pay minus any premiums. Such supplement shall be deductible from the Employee's accumulated sick time.

ARTICLE 40 - RETIREMENT

Section 1. It is agreed that the Employer will continue the existing pension program with the M.E.R.S., Municipal Employees Retirement System, Benefit Plan B-3, the F-55/15 waiver.

Section 2. Those Employees who work part-time, may purchase up to two (2) years of their part-time service to be used in calculating their pension.

ARTICLE 41 - SHIFT PREFERENCE

Section 1. Employees shall have the right to select their shifts, by seniority, as contained herein. Probationary Employees and federally-funded Employees shall not be entitled to exercise shift preference and will be assigned on the schedule before regular full-time Employee's shift preferences are granted.

Employees may, by seniority, select their first choice of shifts for two (2), of any three (3) of the four (4) month periods of any year. Employees may not select their first choice of shift for consecutive four (4) month periods.

Employees must select an alternative shift two of the three shift

periods of the year. The employee's alternate shift picks may not be the same shifts and may not be the employee's first choice of shifts.

Employees will submit their shift preferences, in writing, during the first two (2) weeks of November each year for the four (4) month scheduled shift periods of the year beginning with January 1st, May 1st, and September 1st.

The Employer shall post the schedule for the 4 month period beginning January 1st, no less than one (1) week prior to the beginning of that 4 month period. The Employer shall post the schedule for the 4 month period beginning May 1st, and September 1st no less than thirty (30) days prior to the beginning of the applicable period.

Employees failing to register their shift preference during the first two (2) weeks of the month stated herein, shall lose their seniority right of preference for the effected period.

Employees may trade shifts during any period of the year with prior written approval of the Chief of Police. The Chief of Police shall not deny employee shift trades arbitrarily and must have a valid and reasonable reason for denial.

ARTICLE 42 - UNIFORMS AND EQUIPMENT

Section 1. The Employer shall furnish full-time officers all uniforms and equipment necessary to the proper function of police duties as prescribed below:

3 - Pants (all weather)
3 - Long Sleeve Shirts
3 - Short Sleeve Shirts
3 - Ties

1 - Holster/Black Basket Weave
1 - Ammo Case/Black Basket Weave
1 - Cuff Case/Black Basket Weave
1 - Key Holder/Snap Ring

1 - Belt/Black Basket Weave

1 - Car Coat

1 - Garrison Hat

4 - Belt keepers/Black
Basket Weave

2 - SL-35 Streamlight Per Car

1 - Winter Stocking Cap

1 - Spring Jacket

1 - Hand Cuffs

1 - PROTECTIVE VESTS

All uniform items as prescribed above shall be replaced by the Employer as necessary. Before the Employer shall be obligated to replace or repair uniform items, the Employee will turn in all worn or destroyed uniform items.

Vests are to be worn at all times while on duty with the Township.

Section 2. Equipment: Proper equipment such as helmets, night sticks, flashlights, first-aid kits, flares, raincoats, shotguns and ammunition shall be made available to all Employees on duty during any normal eight (8) hour tour of duty.

Section 3. In addition to all necessary emergency equipment, all police vehicles normally used for patrol will be equipped with protective screens and adjustable alley lights or spotlights.

Section 4. The Employer shall furnish all equipment it deems necessary to perform the duties assigned their classification and keep the same in safe operating condition.

Section 5. The Employer agrees to pay full-time members of the bargaining unit five hundred dollars (\$500) per year on a quarterly basis. Said payment shall cover the cleaning of uniforms and mileage should an Employee use his personal vehicle to travel to court.

Section 6. Part-time employees, who have attained one (1) year of seniority, will be paid Three Hundred (\$300) Dollars per year on a quarterly basis. Said payment shall help defray the cost of uniforms,

equipment, cleaning, and mileage should an employee use his personal vehicle to travel to Court.

ARTICLE 43 - FALSE ARREST INSURANCE

False arrest insurance coverage shall remain as it was prior to this Agreement.

ARTICLE 44 - BONDING

Should the Employer require bonding on the part of an Employee the cost of such bond shall be borne by the Employer.

ARTICLE 45 - LEGAL ASSISTANCE

The Employer will provide to Employees such legal assistance as will be required when civil action is brought against an Employee as the result of acts occurring when and while said Employee was in the performance of his police duties and responsibilities with the Mt. Morris Police Department.

ARTICLE 46 - HOURS OF WORK AND PREMIUM PAY

Section 1. The normal hours of work will be as follows:

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m.- 7:00 a.m.

Section 2. For purposes of this Agreement, for any shift that starts between 3:00 p.m. and 7:00 a.m., all full time Employees will be entitled to shift premium pay of five percent (5%).

Section 3. The normal work period consists of eighty (80) hours within two (2) calendar weeks. The normal work day shall be eight (8) hours.

Nothing contained herein shall be construed as a guarantee of eight (8) hours per day or eighty (80) hours per two (2) calendar weeks.

Section 4. Time and one-half (1/ 1/2) will be granted under any of the following conditions:

- A. DAILY: All work performed in excess of eight (8) hours in any twenty-four (24) hour period.
- B. PERIODICALLY: All work performed in excess of eighty (80) hours in any bi-weekly pay period.

Section 5. Employees who are scheduled for work and are permitted to report for work without having been notified that there will be no work shall be credited with two (2) hours of straight-time pay.

Section 6. The Employer agrees that, except in emergencies, Employees will be granted a minimum of eight (8) hours off between scheduled shifts.

Section 7. Employees will be paid for three (3) hours minimum at their straight-time rate when subpoenaed to appear in court on their days off or other authorized off-duty time, on criminal matters relating to their regular employment.

Employees will be compensated when subpoenaed to appear in court on their days off or other authorized off duty time on all civil and criminal matters directly relating to their employment in accordance with Section 4 B. Any monies received from the courts by the employee shall be turned over to the Employer. Employees shall abide by all court time authorization procedures established by the Chief of Police. In no event will an employee receive less than two hours of straight-time pay.

Section 8. Employees who are called in to work during their regularly scheduled off duty hours shall be compensated for a minimum of two (2) hours at the rate of time and one half (1 1/2).

ARTICLE 47 - SUBCONTRACTING

For the purpose of preserving work and job opportunities for Employees covered by this Agreement, the Employer agrees that in the event subcontracting is contemplated, the Employer will meet with the Union to bargain the impact of the proposed change.

ARTICLE 48 - GENERAL PROVISIONS

Section 1. Insurance Discontinuance: When employment and seniority is interrupted by discharge, (except when the discharge is reversed through the grievance and/or arbitration procedure), quit, strike, leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 2. Governmental Insurances: Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part compulsory governmentally sponsored insurance programs.

Section 3. Change of Insurance Carriers: The Employer may select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refund or rebates earned without condition or limitation of any kind. All benefits shall be subject to the standard provisions set forth in the existing policy or policies to be changed.

Section 4. Employee Eligibility: The Employee shall not be eligible to receive benefits while he/she is:

- A. On layoff, or
- B. On an unpaid leave of absence, or
- C. Has quit his/her employment, or
- D. Has been discharged and not been reinstated thru the grievance procedure, or
- E. Retired, or
- F. Has had a disability settlement made.

Section 5. Premium pay shall not be pyramided or compounded.

Section 6. Schooling: The Employer shall pay the tuition, expenses and provide proper transportation for schools to which Employees are assigned. Employees will receive mileage according to current Township travel allowance if the classes are held outside of Genesee County and if transportation is not otherwise available.

The Employer shall provide each bargaining unit employee with a thirty (30) hour paid educational bank for the entire contract period. The Educational bank may be utilized in up to four (4) hour blocks by employees to attend law enforcement related classes of their choice. Employees shall make a written request to the chief. Approval shall be on a first come, first serve basis.

Section 7. Mileage: If an Employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be paid mileage according to Township policy.

ARTICLE 49 - EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreements with another Labor Organization during the life of this Agreement with respect to the Employees covered by this Agreement; or any agreement or

contract with said Employees individually or collectively, which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

ARTICLE 50 -SEVERABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 51 - WAIVER

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3. 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 the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 52 - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1990, to and including March 31, 1993, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have set their hands this

13th day of November, 1990.

FOR THE LABOR COUNCIL

MICHIGAN FRATERNAL

ORDER OF POLICE

R. Curran

FOR THE EMPLOYER

CHARTER TOWNSHIP OF

MT. MORRIS

W. R. Miller

SCHEDULE OF WAGES

Effective January 1, 1990 thru October 19, 1990:

	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
<u>Patrolman</u>				
Annual	\$25,068.08	\$26,372.21	\$27,676.32	\$28,052.50
Hourly	\$ 12.05	\$ 12.68	\$ 13.31	\$ 13.49
<u>Detective</u>				
Annual	\$31,047.70			
Hourly	\$ 14.95			

Effective October 20, 1990 thru August 16, 1991:

	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
<u>Patrolman</u>				
Annual	\$26,196.14	\$27,558.95	\$28,921.75	\$29,314.86
Hourly	\$ 12.59	\$ 13.25	\$ 13.90	\$ 14.09
<u>Detective</u>				
Annual	\$32,310.06			
Hourly	\$ 15.53			

Effective August 17, 1991 thru May 24, 1992:

	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
<u>Patrolman</u>				
Annual	\$27,374.97	\$28,799.10	\$30,223.23	\$30,634.03
Hourly	\$ 13.16	\$ 13.85	\$ 14.53	\$ 14.73
<u>Detective</u>				
Annual	\$33,629.23			
Hourly	\$ 16.17			

Effective May 25, 1992 thru March 31, 1993

	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
<u>Patrolman</u>				
Annual	\$28,743.72	\$30,239.06	\$31,734.39	\$32,165.73
Hourly	\$ 13.82	\$ 14.54	\$ 15.26	\$ 15.46
<u>Detective</u>				
Annual	\$35,160.93			
Hourly	\$ 16.90			

- A) Effective during the life of this Agreement, part-time officers shall be paid \$9.03 per hour and such other benefits as established in this collective bargaining agreement as applicable to part-time employees.
- B) Retroactive benefits will apply to full-time Employees on the active payroll as of the date of August 17, 1990.