

11/30/91

LABOR COUNCIL OF MICHIGAN
FRATERNAL ORDER OF POLICE

EFFECTIVE 12-1-88 to 11-30-91

Roosevelt Park, City of

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

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AGREEMENT

This Agreement made and entered into this 21st day of February, 1989, by and between the City of Roosevelt Park a municipal corporation, having its offices at 900 Oakridge Road, Roosevelt Park, Michigan party of the first part, herinafter termed the "Employer", and the Labor Council of Michigan Fraternal Order of Police, party of the second part, hereinafter called the "Association."

ARTICLE I

RECOGNITION, ASSOCIATION SECURITY AND DUES

Section 1. The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for all full-time Police Patrolman only of the City of Roosevelt Park Police Department, excluding all other City employees. Sergeants, temporary, part-time and seasonal employees are not covered under this Agreement.

Section 2. It is agreed and understood that all present employees covered by this agreement who are members of the

bargaining unit shall remain members in good standing for the duration of this agreement as a condition of continued employment.

All present employees covered by this agreement who, on the effective date hereof, were not members of the bargaining unit shall, within thirty-one (31) days after the effective date hereof, become and remain members in good standing as a condition of continued employment or shall cause to be paid to the Union a representative fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

Section 3. The Employer agrees to deduct periodically from the pay of each employee who is an Association member all dues and/or initiation fees of the Association and pay such amount to said Association for each and every employee who is a member of the Association; provided, however, that the Association presents to the Employer authorization signed by such employees who are association members allowing such deductions and payment to the Association.

ARTICLE II
EXTRA CONTRACT AGREEMENTS

The Employer agrees that it will not enter into any agreement 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 the said employees, individually or collectively which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees or which in any way maybe considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. The Employer retains all the rights, powers, functions and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours and working conditions except as those rights, powers, functions or authority are expressly and specifically abridged,

modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified or limited.

Section 2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically including the right to:

(a) Decide the services to be performed, and the quantity and quality of these services; the materials and equipment to be used; and the discontinuance of any service, material or equipment; and the methods of performing the services.

(b) Institute technical changes or determine maintenance and repair work, and other services.

The right to subcontract police services, obtain additional police assistance or to continue reciprocity programs shall be maintained, except that it shall not be used to cause the layoff of a regular full-time employee or cause a reduction in his scheduled hours of work.

(c) Determine the number, location and types of its buildings and facilities or move operations from one location to another.

(d) Determine the size of the work force, to hire, assign and lay off employees.

(e) Direct the work force, assign work, determine the number of employees assigned to any operation.

(f) Determine the number of hours to be worked; establish work schedules; and assign employees to work overtime.

(g) Discipline and discharge for just cause; adopt, revise and enforce reasonable working rules; maintain order and efficiency in the work stations; fix standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(h) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within a department; require employees to perform work on an occasional basis, not related to general police

duties, as has customarily been performed in the past; require employees to give instruction to other employees.

ARTICLE IV
NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Association that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, sex, national origin or protected age status, all as is provided by applicable laws.

Section 2. Any claim of discrimination shall be processed solely through the appropriate agency and not as a grievance under this Agreement.

ARTICLE V
NO STRIKE AND NO LOCKOUTS

During the life of this Agreement, the Association shall not cause or permit its member to cause nor shall any member of the Association take part in any sit-down, stay-in, slow down, curtailment of work, restriction of services, interference of the operations and services, strike or picketing of the Employer's operations or buildings or premises.

Section 1. The Association agrees it will take all available affirmative action to prevent or stop any of the activity referred to above by promptly notifying the employees in writing with a copy to the Employer that it disavows these acts; that they are unlawful and discharge may occur. The Association further agrees that the Employer shall have the right after twenty-four (24) hours to discipline (including discharge) any or all employees who violate this Article, and such action shall be subject to the Grievance Procedure of Article VI.

Nothing in this Agreement shall be construed as limiting the Employer's right to seek appropriate legal remedy for any violation of this Article.

Section 2. The Committeemen and officers of the Association shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

Section 3. The Employer, for its part, agree that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE VI
GRIEVANCES

Section 1. The Association shall be entitled to form a grievance committee consisting of any two members of the bargaining unit.

Section 2. Meetings of the grievance committee may be called at reasonable intervals upon agreement of the committee members and the Employer.

If the meeting is scheduled during the regular scheduled working time of the committee member, he shall be compensated as time worked at his regular rate of pay.

Section 3. A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with, the provisions of this Agreement including rules and regulations of the department and/or of the Employer, as well as procedures of the department and the Employer. All grievances to be valid must be presented within seven (7) calendar days of its occurrence.

Section 4. Any alleged violation of this Agreement or any disagreement as to the interpretation of application of this Agreement shall be considered matters subject to review through the following Grievance Procedure:

Step 1. An attempt shall be made to adjust grievance on an informal basis between the employee and, if he desires, his designated representative, and the Chief of Police within seven (7) working days of the incident causing the grievance. Upon request of the employee, such adjustment shall be made in writing.

Step 2. If the grievance is not adjusted to the satisfaction of the employee involved, the grievance shall be submitted in writing by the employee and/or his designated

representative within the next seven (7) calendar days to the City Manager. All written grievances must be signed by the employee. The City Manager shall meet with the employee and/or his representative within ten (10) working days of receipt of the written grievance. The City Manager shall, within seven (7) working days of that meeting, submit a written answer to the employee and the Association President.

Step 3. In the event the grievance is not adjusted to the satisfaction of the employees under Step 2, the grievance shall be submitted in writing by the employee and/or his designated representative within the next seven (7) calendar days to the Police Committee of the Board of Commissioners of the City of Roosevelt Park. The Police Committee shall, within seven (7) working days, submit a written answer to the employee and Association President.

Step 4. If the grievance is not settled by the receipt of the answer by the employee is not settled by the receipt of the answer by the employee from the Police Committee, the procedures governing compulsory and binding arbitration, as set forth in the rules and regulations of the Michigan Employment Relations Commission concerning such matters, shall be followed.

Any grievance not initiated, taken to the next step or answered within these time limits shall be considered

settled on the basis of the last answer by management, if the Association does not move to the next step within the time limits. If the City does not comply with time limits, the grievance moves to the next step.

The time limits may be extended by written agreement between the parties.

ARTICLE VII

SENIORITY

Section 1. An employee's seniority is defined as the employee's continuous length of service with the Employer in the bargaining unit from his last date of hire. In case employees have their first pay period begin on the same day, seniority will be established by alphabetical order of surname.

Section 2. Probationary Period

(a) During the first year of employment an employee shall be on probation and he shall be without seniority and subject to layoff or discharge without cause during the probationary period.

(b) The Employer shall have no obligation to re-employ an employee who is laid off or discharged by the Employer during his probationary period, except that the Association shall have the right to process a grievance for any such employee if it is claimed that his discharge or

layoff was due to lawful Association activity.

Section 3. Within thirty (30) days after the signing of this Agreement the Employer will post a seniority list on the bulletin board and furnish a copy thereof to the Association, which list shall be conclusive unless objection is made within ten (10) days after posting. Upon request by the Association, the Employer agrees to provide a seniority list of the employees provided such request is not made more than once in each twelve (12) months.

Section 4. Any employee with seniority who, prior to the effective date of this Agreement, was performing work now in the bargaining unit or after the effective date of this Agreement was or is transferred from the bargaining unit to a position outside the unit shall retain the seniority accumulated while in the unit and shall not accumulate seniority while out of the unit.

Section 5. Layoffs

There shall be no layoffs of employees during this Agreement.

Section 6. Loss of Seniority

An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list and be terminated in the event:

- (a) He is discharged for just cause; or
- (b) He quits, or

(c) He accepts employment elsewhere while on a leave of absence or is self-employed for the purpose of making a profit during a leave of absence without the Employer's written permission to do so; or

(d) He fails to report for work on the first working day after expiration of a leave of absence, unless otherwise excused; or

(e) He fails to report for work in accordance with the layoff procedure after he has been properly notified to do so; or

(f) He is absent from work without permission for two (2) consecutive days.

ARTICLE VIII HOURS OF WORK

Section 1. Schedules of Service

Work periods, schedules of shift and the staffing thereof shall established in the judgement of the Employer and may be revised from time to time in order to meet the requirements of service.

The normal, average work week shall be forty (40) hours, consisting of five (5) shifts of eight (8) hours each in any twenty-four (24) hour period, it being understood that the nature of the duties involved and the requirements of service to the public cannot act as a guarantee of any regularity in the working hours.

Section 2. Overtime Pay

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eighty (80) hours in a two-week pay period. All overtime must be approved by the Chief of Police.

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eight (8) in a twenty-four (24) hour period, under the following conditions.

(a) The twenty-four (24) hour period shall commence with the start of the employee's regular shift.

(b) The overtime work is not caused by a shift schedule change or the exchange of shift schedules between employees (with the Chief of Police's approval).

(c) The overtime is approved by the Chief of Police.

(d) The overtime is for more than thirty (30) minutes beyond the regular shift, in which event the overtime commences at the end of the eight (8) hour shift.

Section 3. Assignment of Overtime

Employees covered by this Agreement are expected to perform those overtime services which occur in connection with and beyond their regular shift assignments.

Other overtime required and occasioned by additional shift or partial shift assignment shall be offered on a rotation basis among eligible employees.

In the event that the Chief of Police should

excuse the working of the overtime assignment, it shall be credited as hours worked for the purpose of equalization.

Part-time employees may be used for the purpose of covering for the absence of full-time employees in the event a full-time employee will be absent for a period of five days or more. Part-time employees may also be used for the purpose of covering the absence of other part-time employees, and the Chief of Police, in his discretion, may cover other overtime assignments with regular full-time employees, or if such full-time employees are not available, part-time employees, or take such assignment himself, considering the following factors: A. The Equalization policy. B. The cost of the service. C. Available manpower. D. Maintenance of an auxiliary force.

Section 4. Full-time officers will be eligible for overtime during the legal appearance for the City of Roosevelt Park, as long as employee is not the plaintiff. A minimum of two (2) hours overtime will be paid for an appearance, with morning and afternoon appearances regarded separately.

Section 5. Call in Time

Any employee who is called upon, while off duty shall receive a minimum of two (2) hours call-in time at one and one-half (1 1/2) his base rate for his appearance.

ARTICLE IX

SICK LEAVE

Section 1. Each employee, upon completion of his probationary period, shall be credited with twelve (12) days of sick leave and thereafter, it shall be accumulated at the rate of one (1) day of sick leave for each month of service, with no more than ninety (90) days accumulation. After six (6) months of service, not more than six (6) sick leave days may be used in advance.

Effective December 1, 1990 the maximum accumulation will be one hundred and twenty days (120).

For purposes of defining a month of service, it shall include holidays, vacation time and paid-for sick leave days off on compensable injury.

Section 2. A sick leave day used by an employee shall result in one day of sick leave credit cancelled, with no loss in pay for what would have otherwise been scheduled work day. For purposes of computation, a day of sick leave pay shall be determined by dividing his annual salary by 2080 hours.

Section 3. The Employer reserves the right to request initially and from time to time thereafter, medical verification of the illness or injury for which sick leave is requested.

Section 4. If sick leave days are used during vacation

days, such vacation day and pay is cancelled and shall be re-scheduled for a later time.

Section 4. If sick leave days are used during vacation days, such vacation day and pay is cancelled and shall be re-scheduled for a later time.

Section 5. Sick leave may be used for an employee's illness or injury, other than that arising out of his employment for which Workmen's Compensation is provided.

Section 6. Employees are expected to notify the Chief of Police of their expected absence as soon as reasonably possible, but not later than the start of their shift. Failure to do so may result in the loss of sick pay for that day.

Section 7. In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer, in its discretion, for exceptional circumstances, may grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ARTICLE X

BEREAVEMENT

Section 1. Permanent employees, upon written request, will be granted up to five (5) consecutive days leave with no loss of regular wages to attend the funeral of his or her

spouse, child, or parent; and three (3) days for the death of the spouse's parents or the employee's brother or sister or the critical illness of the spouse or a child.

ARTICLE XI

HOLIDAYS

Section 1. Employees with seniority who met the requirements of Section 2 below shall be eligible for the following paid holidays:

Day before New Year's	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Good Friday	1 day before Christmas
Memorial Day	Christmas Day
Independence Day	2 Personal Days
Labor Day	Easter Sunday

Section 2. Eligibility Requirement

In order to qualify for holiday pay the employee must have worked on his scheduled workday preceding and following the holiday, unless off work on vacation or paid sick leave.

Employees who are on unpaid sick leave, layoff or on a compensable injury leave shall not be eligible for holiday pay.

The two personal days may be taken each year with the following restrictions:

- (a) May not be taken the day before or after a holiday or vacation.
- (b) Must be requested forty-eight (48) hours in advance, in writing.

- (c) If not used would accumulate as additional sick days. Personal leave days do not accumulate.
- (d) Further restrictions may be needed to protect the professionalism of our Police force.

Section 3. Holiday Pay

Eligible employees who are not scheduled to work on such holidays shall receive eight (8) hour's pay for the holiday. If a holiday falls on a scheduled workday and the employee works that day, he shall receive twelve (12) hour's pay for working in addition to eight (8) hour's pay for the holiday.

If the employee is scheduled to work the holiday and is granted permission not to work, he shall receive holiday pay but no premium pay.

ARTICLE XII

VACATIONS

Section 1. All eligible full-time employees shall be entitled to vacation time off with pay in accordance with the following schedule:

<u>Years of Continuous Service Completed</u>	<u>Vacation Days</u>
Less than 1 year	1/2 day per month up to 5 days
1 to 6 years	10 days
6 to 14 years	15 days
14 to 20 years	20 days
20 years	25 days

Effective December 1, 1989:

<u>Years of Continuous Service Completed</u>	<u>Vacation Days</u>
Less than 1 year	5 days
1 year to 5 years	10 days
5 to 12 years	15 days
12 to 20 years	20 days
20 years	25 days

Section 2. Vacation Pay

Vacation pay for a week's vacation shall be forty (40) hour's pay determined by dividing the annual salary by 2080 hours and multiplying the resulting hourly rate by forty (40) hours.

Section 3. Scheduling of Vacations.

Vacation must be taken in increments of one calendar week at a time, unless a lesser time is approved in writing by the Chief of Police.

Vacation requests must be submitted by March 15 of each calendar year. Vacation schedules shall be posted by March 31. Seniority shall be used in determining preference for vacation schedules. The employee with the most seniority will have first choice of scheduling his vacation. If vacation is requested in two or more time periods, a second choice will not be approved until all employees in that Department have had an opportunity to schedule their first choice. Vacation requests received after March 15th shall be scheduled on a first come, first serve basis in accordance with the Department's needs as

determined by the Chief of Police and City Manager.

Vacations must be taken in the year following the year in which it was earned and may not be accumulated from year to year.

Section 4. No employee shall be entitled to any vacation or pay, therefore, until he has satisfactorily completed his probationary period. Vacation days shall be earned in the manner provided in Section 1 of this Article.

Section 5. For the purpose of these regulations, a calendar year vacation period shall be considered as follows:

(a) Period used in determining vacations will be that starting January 1 and ending December 31.

(b) Vacation with pay will not be granted before vacation time has been earned.

Section 6. If a properly scheduled vacation must be cancelled by the Chief of Police, the employee shall be paid, in addition to his regular vacation time, his normal hourly rate for the actual time worked. However, upon the request of the employee, the City of Roosevelt Park may grant the vacation be re-scheduled either the same calendar year or the following year.

Section 7. The employee shall receive his pro rata unused vacation pay upon:

- (a) Termination of employment by Employer;
- (b) Quit, with two (2) weeks advance notice thereof.

ARTICLE XIII
SEVERANCE PAY

Section 1. In the event of termination of employment by the Employer, the employee shall receive either two (2) weeks' notice or, in lieu thereof two (2) weeks' pay.

Employees who quit after four (4) years of service shall receive two (2) weeks pay provided that at least two (2) weeks' advance notice is given to the employer.

ARTICLE XIV
INSURANCE

Section 1. The Employer shall continue in effect its present group hospitalization program and other employee benefits for the duration of this Agreement.

Section 2. Life Insurance

The Employer shall pay the monthly premium cost for life insurance. Effective December 1, 1990 the life insurance shall be increased to \$15,000.

Section 3. The Employer reserves the right to select and change the carrier for each and all of its insurance programs, upon advance notice to the employees, and, provided there is no reduction in the benefits.

Section 4. The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer or employee, as the case may be, and upon payment of transmittal

of such premiums the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 5. Employees on layoff or leave of absence shall have their insurance premiums paid or transmitted for the month following the month of layoff or leave of absence. Thereafter, it shall be the responsibility of the employee to make arrangements for further payment of premiums.

Section 6. Dental

Employees shall be entitled to reimbursement for fifty percent (50%) of the cost of dental treatment for themselves on their dependents, up to a maximum reimbursement of three hundred dollars (\$300.00) per year. Reimbursement shall be made by the Employer upon receiving evidence of payment by the employee.

Effective December 1, 1989 employees shall be entitled to reimbursement for 80% of the cost of dental and optical treatment for themselves and their dependents, up to a maximum reimbursement of \$600. Reimbursement shall be made by the Employer upon receiving evidence of payment by the employee.

Section 7. Retirees Health Benefits

Effective December 1, 1990 the Employer will reimburse retirees between the ages of 60-65 or until medicare is available up to \$1,000 annually for medical insurance premium costs.

ARTICLE XV
RETIREMENT PLAN

The Employer will continue the Michigan Employees' Retirement System Plan C-1 as is in existence on the effective date of this Agreement, for all eligible employees and shall pay 100% of the contribution. Effective December 1, 1989 the Employer will pay 100% of the contribution costs for the provision of the C-2 MERS program.

ARTICLE XVI
WORKMEN'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

ARTICLE XVII
BONDS AND LIABILITY INSURANCE

Section 1. All employees hired must be bondable as a condition of employment or continued employment.

Section 2. The Employer shall provide Police Professional liability Insurance for the term of this Agreement.

The extent of liability coverage shall be \$250,000.00 - \$500,000.00.

ARTICLE XVIII
LOSS OR DAMAGE

Section 1. Employees shall not be charged for loss or damage to the City of Roosevelt Park Equipment and/or property unless clear proof of negligence is shown.

ARTICLE XIX
UNIFORMS AND EQUIPMENT

Section 1. The Employer shall continue its program of providing each employee with the required articles of uniform and equipment, exclusive of weapons, but including badges and identification cards. The Employer agrees to provide a \$300 per year fund to each full-time employee for exclusive use in replacing articles of uniform and equipment, said allowance to be audited on an individual basis. On or about December 10 of each year the Employer shall present each non-probationary employee with a separate check for \$200. Thereafter, employees may request an additional \$100 provided that they present proof that such funds were used for the purchase of articles of uniform and equipment. Employees who have completed the probationary period before December 1 shall receive a separate check in an amount determined by prorating \$200 by the number of months of post-probationary service. Probationary employees shall receive a full complement of the items in the uniform schedule upon

completion of the probationary period.

Section 2. The Employer agrees to replace articles of uniform and equipment when necessary.

Section 3. The Employer agrees to pay for the repair and cleaning of uniform and equipment and for the annual inspection of weapons.

Section 4. The Employer shall provide the probationary employee with uniforms and equipment necessary for him to perform and function as a full-time police officer, taking into consideration the seasons of the year.

Section 5. A full-time employee will maintain his uniform from his uniform allowance. The allowance will be able to use a vendor of his own choosing to obtain the above uniform, providing his uniform is matching with other employee's clothing. Page 34 will define an employee's uniform covered by this agreement.

Section 6. A full-time employee will receive a one time reimbursement of \$400 for the purchase of a service weapon.

ARTICLE XX

WAGES

Section 1. Beginning December 1, 1988, the following salary schedule shall become effective:

1988

<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
22,090	23,171	24,401	26,477	27,758

1989

<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
22,973	24,098	25,377	27,537	28,868

1990

<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
23,892	25,062	26,392	28,638	30,023

Section 2. The salary schedule shall be a minimum and the Employer may hire at any level, depending on the experience and qualifications of the applicant. For purposes of progression in the schedule, the months are computed from the first of the month closest to the date of hire and an employee must have worked twenty (20) days in a month for credit on the schedule. Vacation days, holidays, paid sick days and funeral leave days shall be counted as days worked.

Section 3. Education Benefits

A full-time employee who has received who has received an Associates Degree or Bachelors Degree with an emphasis on law enforcement will receive the following:

Associates Degree	\$250.00 per year
Bachelors Degree	\$500.00 per year

ARTICLE XXI

NO RESIDENCY RULE

Section 1. The Employer, will hold no present or future employee responsible to live within city limits of the City of Roosevelt Park, to maintain his status as an employee of the City of Roosevelt Park.

ARTICLE XXII

LONGEVITY

Section 1. All full-time employee who have performed continuous service for the number of years set forth below shall be eligible to being accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedule:

<u>Completion of Continuous Service Year</u>	<u>Percent of Base Salary</u>
Five (5)	Two (2)
Ten (10)	Four (4)
Fifteen (15)	Six (6)

Section 2. Longevity pay will be paid semi-annually in the paycheck corresponding to the last full pay period for the months of November and May. Upon termination, longevity pay accrued to the date of termination shall be paid with the final paycheck.

Section 3. Longevity pay shall not exceed, notwithstanding Section 1 hereof, the sum of \$1,500.00 per year.

ARTICLE XXIII

SEPARABILITY AND SAVING CLAUSE

Section 1. If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final deter-

mination as to its validity, the remainder of this Contract and of any Riders thereto, or the application of such Article or Section to person or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXIV

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 1, 1988, to and including November 30, 1991, and shall expire on November 30, 1991, unless specifically extended by written agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

UNION:

ROOSEVELT PARK PATROLMAN'S
ASSOCIATION

By _____

Title _____

By _____

Title _____

EMPLOYER:

CITY OF ROOSEVELT PARK

By _____

By _____

UNIFORM

The Employer agrees to provide the following items defined as the employee's uniform:

Amount:

- 1 Winter hat
- 1 Summer hat
- 3 pairs of summer and 3 pairs of winter
- 3 Summer shirts and 3 winter shirts and ties
- 1 Winter coat
- 1 Spring coat (car coat)
- 1 Rain coat and hat cover
- 1 Pair of low cut black shoes or Police type black boot
- 1 Pair of winter boots (warm insulated type)

ALL LEATHER FOR DUTY BELT

- | | |
|-----------------|-------------------------------|
| 1 Handcuff Case | 1 Holster |
| 1 Key Holder | 1 Radio Holder |
| 1 Ammo Holder | 1 Nightstick Holder |
| 6 Keepers | 1 Belt Buckle (for duty belt) |

- 1 Duty belt (Sam Browne) black
- 1 Belt for uniform pants
- 1 Nightstick
- 1 Police type flashlight
- 1 set of handcuffs & two (2) keys
- 1 Pair of winter gloves

ALL ROOSEVELT PARK ID.....required on uniform shirt

- | | |
|------------------------------|--------------------|
| Silver letters...R.P. & P.D. | Name tag 2 (metal) |
| Shoulder patches | Tie clips |
| Hat badges | I.D. Case |
| Shirt badges | Wallet badge |

CITY OF ROOSEVELT PARK
900 Oakridge Road
Roosevelt Park, MI 49441

RE: Letter of Understanding

Gentlemen:

The following agreements represent issues which have been resolved through the negotiation process between the City of Roosevelt Park and the Policemen of that City through its Representative, the Fraternal Order of Police, State Labor Council.

Any alleged violations of these issues shall be proper cause for a conference between the City and the Association. Once the conference has been held and the issue is not resolved the matter may be grieved beginning at the third step.

Issues:

1. The City agrees that shirts shall be considered part of the uniform for cleaning purposes.
2. Any new or used vehicle purchased or acquired by the City and used for police services shall include shotguns mounted inside the car.
3. Training - It is agreed the City shall budget \$1,000 for training purposes for the current contract year. In addition, any other funds which may be appropriated or acquired for training purposes shall be added to that figure. It is further agreed that the officers may submit requests to attend training programs outside the Department to the Chief of Police for approval or disapproval. The City shall provide the officers access to any bulletins it receives. All reasonable expenses, fees and training hours shall be paid by the City.

Upon completion of each training course or program the officer that attended such training shall submit a brief evaluation of the program to the Chief of Police.

CITY OF ROOSEVELT PARK

Page Two

4. Shift Bids - Each six months, December 1 and June 1, the officers shall bid the shift they desire. Shift bids shall be on the basis of seniority.
5. The City agrees to continue its practice of two full-time officers on duty between the hours of 8:00 a.m. and 4:00 a.m. Exceptions to this practice shall be allowed when the work force is below its full complement of four officers.

UNION:

ROOSEVELT PARK PATROLMAN'S
ASSOCIATION

EMPLOYER:

CITY OF ROOSEVELT PARK

By

Norman Wertz
Title PRESIDENT

By

Barbara L. Smith
Barbara L. Smith, City Clerk

By

Homer Lafunere
Title FOP

By

George M. Oosting
George M. Oosting, Mayor

Date:

4-18-89

CITY OF

Roosevelt Park

900 Oak Ridge Rd. Muskegon, Michigan 49441 • Phone (616) 755 3721

TO: Norman Mertz
FROM: Lyle W. Smith, City Manager
SUBJECT: Contract Negotiations

Tentative Contract Agreement
Between the City and the
Fraternal Order of Police
1-24-89

The City has reached a tentative agreement with the Fraternal Order of Police for a three year contract agreement which provides the following wage and benefit provisions:

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
4% wage increase	4% wage increase	4% wage increase
City to pay \$400 toward one service weapon.	Provision fo C-2 Pension Plan	Sick Leave Accrual to 120 days
Easter Sunday as Designated Holiday	Vacation Schedule updated to correspond with other employees	Life Ins. Increased to \$15,000
	Dental & Optical to \$600 annually per family. (80/20 employer/employee)	Retirees between the ages of 60-65 or until medicare is available will be reimbursed up to \$1,000 annually for medical insurance premium costs.

In addition to the provisions above the City also negotiated the increased use of part-time employees when a full-time employee is absent, a reduction in the grievance procedure steps, and a revision to a previous letter of understanding which now provides for the Police Chief to approve or disapprove of all training requests.

LWS:j

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LABOR COUNCIL OF MICHIGAN
FRATERNAL ORDER OF POLICE

EFFECTIVE 12-1-85 to 11-30-88

AGREEMENT

This Agreement made and entered into this _____ day of _____, _____, by and between the City of Roosevelt Park, a municipal corporation, having its offices at 900 Oakridge Road, Roosevelt Park, Michigan, party of the first part, hereinafter termed the "Employer", and the Labor Council of Michigan Fraternal Order of Police, party of the second part, hereinafter called the "Association."

ARTICLE I

RECOGNITION, ASSOCIATION SECURITY AND DUES

Section 1. The Employer recognizes and acknowledges that the Association is the exclusive representatative in collective bargaining with the employer for all full-time Police Patrolman only of the City of Roosevelt Park Police Department, excluding all other City employees. Sergeants, temporary, part-time and seasonal employees are not covered under this Agreement.

Section 2. It is agreed and understood that all present employees covered by this agreement who are members of the

bargaining unit shall remain members in good standing for the duration of this agreement as a condition of continued employment. All present employees covered by this agreement who, on the effective date hereof, were not members of the bargaining unit shall, within thirty-one (31) days after the effective date hereof, become and remain members in good standing as a condition of continued employment or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

Section 3. The Employer agrees to deduct periodically from the pay of each employee who is an Association member all dues and/or initiation fees of the Association and pay such amount to said Association for each and every employee who is a member of the Association; provided, however, that the Association presents to the Employer authorization signed by such employees who are association members allowing such deductions and payment to the Association.

ARTICLE II

EXTRA CONTRACT AGREEMENTS

The Employer agrees that it will not enter into any agreement 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 the said employees, individually or collectively which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The Employer retains all the rights, powers, functions and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours and working conditions except as those rights, powers, functions or authority are expressly and specifically abridged,

modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified or limited.

Section 2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically including the right to:

(a) Decide the services to be performed, and the quantity and quality of these services; the materials and equipment to be used; and the discontinuance of any service, material or equipment; and the methods of performing the services.

(b) Institute technical changes or determine maintenance and repair work, and other services.

The right to subcontract police services, obtain additional police assistance or to continue reciprocity programs shall be maintained, except that it shall not be used to cause the layoff of a regular full-time employee or cause a reduction in his scheduled hours of work.

(c) Determine the number, location and types of its buildings and facilities or move operations from one location to another.

(d) Determine the size of the work force, to hire, assign and lay off employees.

(e) Direct the work force, assign work, determine the number of employees assigned to any operation.

(f) Determine the number of hours to be worked; establish work schedules; and assign employees to work overtime.

(g) Discipline and discharge for just cause; adopt, revise and enforce reasonable working rules; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(h) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within a department; require employees to perform work on an occasional basis, not related to general police

duties, as has customarily been performed in the past; require employees to give instruction to other employees.

ARTICLE IV

NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Association that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, sex, national origin or protected age status, all as is provided by applicable laws.

Section 2. Any claim of discrimination shall be processed solely through the appropriate administrative agency and not as a grievance under this Agreement.

ARTICLE V

NO STRIKES AND NO LOCKOUTS

During the life of this Agreement, the Association shall not cause or permit its members to cause nor shall any member

of the Association take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of service, interference of the operations and services, strike or picketing of the Employer's operations or buildings or premises.

Section 1. The Association agrees it will take all available affirmative action to prevent or stop any of the activity referred to above by promptly notifying the employees in writing with a copy to the Employer that it disavows these acts; that they are unlawful and discharge may occur. The Association further agrees that the Employer shall have the right after twenty-four (24) hours to discipline (including discharge) any or all employees who violate this Article, and such action shall be subject to the Grievance Procedure of Article VI.

Nothing in this Agreement shall be construed as limiting the Employer's right to seek appropriate legal remedy for any violation of this Article.

Section 2. The Committeemen and officers of the Association shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

Section 3. The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE VI

GRIEVANCES

Section 1. The Association shall be entitled to form a grievance committee consisting of any two members of the bargaining unit.

Section 2. Meetings of the grievance committee may be called at reasonable intervals upon agreement of the committee members and the Employer.

If the meeting is scheduled during the regular scheduled working time of the committee member, he shall be compensated as time worked at his regular rate of pay.

Section 3. A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with, the provisions of this Agreement including rules and regulations of the department and/or of the Employer, as well as procedures of the department and the Employer. All grievances to be valid must be presented within seven (7) calendar days of its occurrence.

Section 4. Any alleged violation of this Agreement or any disagreement as to the interpretation of application of this Agreement shall be considered matters subject to review through the following Grievance Procedure:

Step 1. An attempt shall be made to adjust grievances on an informal basis between the employee and, if he desires, his designated representative, and the Chief of Police within seven (7) working days of the incident causing the grievance. Upon request of the employee, such adjustment shall be made in writing.

Step 2. If the grievance is not adjusted to the satisfaction of the employee involved, the grievance shall be submitted in writing by the employee and/or his designated

representative within the next seven (7) calendar days to the City Manager. All written grievances must be signed by the employee. The City Manager shall meet with the employee and/or his representative within ten (10) working days of receipt of the written grievance. The City Manager shall, within seven (7) working days of that meeting, submit a written answer to the employee and the Association President.

Step 3. In the event the grievance is not adjusted to the satisfaction of the employee under Step 2, the grievance shall be submitted in writing by the employee and/or his designated representative within the next seven (7) calendar days to the police Committee of the Board of Commissioners of the City of Roosevelt Park. The Police Committee shall, within seven (7) working days, submit a written answer to the employee and Association President.

Step 4. If the grievance is not adjusted to the satisfaction of the employee involved after the completion of Step 3, the grievance shall be submitted in writing by the employee and/or his designated representative within the next seven (7) calendar days to the City of Roosevelt Park City Commission. The City Commission shall, within seven (7)

working days following its next scheduled meeting submit a written answer to the employee and the Association President. If the grievance is not settled by the receipt of the answer by the employee from the City Commission, the procedures governing compulsory and binding arbitration, as set forth in the rules and regulations of the Michigan Employment Relations Commission concerning such matters, shall be followed.

Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by management, if the Association does not move to the next step within the time limits. If the City does not comply with time limits, the grievance moves to the next step.

The time limits may be extended by written agreement between the parties.

ARTICLE VII

SENIORITY

Section 1. An employee's seniority is defined as the employee's continuous length of service with the Employer

in the bargaining unit from his last date of hire. In case employees have their first pay period begin on the same day, seniority will be established by alphabetical order of surname.

Section 2. Probationary Period

(a) During the first year of employment an employee shall be on probation and he shall be without seniority and subject to layoff or discharge without cause during the probationary period.

(b) The Employer shall have no obligation to re-employ an employee who is laid off or discharged by the Employer during his probationary period, except that the Association shall have the right to process a grievance for any such employee if it is claimed that his discharge or layoff was due to lawful Association activity.

Section 3. Within thirty (30) days after the signing of this Agreement the Employer will post a seniority list on the bulletin board and furnish a copy thereof to the Association, which list shall be conclusive unless objection is made within

within ten (10) days after posting. Upon request by the Association, the Employer agrees to provide a seniority list of the employees provided such request is not made more than once in each twelve (12) months.

Section 4. Any employee with seniority who, prior to the effective date of this Agreement, was performing work now in the bargaining unit or after the effective date of this Agreement was or is transferred from the bargaining unit to a position outside the unit shall retain the seniority accumulated while in the unit and shall not accumulate seniority while out of the unit.

Section 5. Layoffs

There shall be no layoffs of employees during this Agreement.

Section 6. Loss of Seniority

An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list and be terminated in the event:

(a) He is discharged for just cause; or

(b) He quits; or

(c) He accepts employment elsewhere while on a leave of absence or is self-employed for the purpose of making a profit during a leave of absence without the Employer's written permission to do so; or

(d) He fails to report for work on the first working day after expiration of a leave of absence, unless otherwise excused; or

(e) He fails to report for work in accordance with the layoff procedure after he has been properly notified to do so; or

(f) He is absent from work without permission for two (2) consecutive working days.

ARTICLE VIII

HOURS OF WORK

Section 1. Schedules of Service

Work periods, schedules or shifts and the staffing thereof shall be established in the judgment of the Employer and may be revised from time to time in order to meet the requirements of service.

The normal, average work week shall be forty (40) hours, consisting of five (5) shifts of eight (8) hours each in any twenty-four (24) hour period, it being understood that the nature of the duties involved and the requirements of service to the public cannot act as a guarantee of any regularity in the working hours.

Section 2. Overtime Pay

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eighty (80) hours in a two-week pay period. All overtime must be approved by the Chief of Police.

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eight (8) in a twenty-four (24) hour period, under the following conditions:

(a) The twenty-four (24) hour period shall commence with the start of the employee's regular shift.

(b) The overtime work is not caused by a shift schedule change or the exchange of shift schedules between employees (with the Chief of Police's approval).

(c) The overtime is approved by the Chief of Police.

(d) The overtime is for more than thirty (30) minutes beyond the regular shift, in which event the overtime commences at the end of the eight (8) hour shift.

Section 3. Assignment of Overtime

Employees covered by this Agreement are expected to perform those overtime services which occur in connection with and beyond their regular shift assignments.

Other overtime required and occasioned by additional shift or partial shift assignment shall be offered on a rotation basis among eligible employees.

In the event that the Chief of Police should excuse the working of the overtime assignment, it shall be credited as hours worked for the purpose of equalization.

Part-time employees may be used for the purpose of covering for the absence of other part-time employees, and the Chief of Police, in his discretion, may cover other overtime assignments with regular full-time employees, or if such full-time employees are not available, part-time employees, or take such assignment himself, considering the following factors:

- A. The Equalization policy, B. The cost of the service.
- C. Available manpower, D. Maintenance of an auxiliary force.

Section 4. Full-time officers will be eligible for overtime during the legal appearance for the City of Roosevelt Park, as long as employee is not the plaintiff. A minimum of two (2) hours overtime will be paid for an appearance, with morning and afternoon appearances regarded separately.

Section 5. Call in Time

Any employee who is called upon, while off duty shall receive a minimum of two (2) hour's call-in time at one and one-half (1 1/2) his base rate for his appearance.

ARTICLE IX

SICK LEAVE

Section 1. Each employee, upon completion of his probationary period, shall be credited with twelve (12) days of sick leave and thereafter, it shall be accumulated at the rate of one (1) day of sick leave for each month of service, with no more than ninety (90) days' accumulation. After six (6) months of service, not more than six (6) sick leave days may be used in advance.

For purposes of defining a month of service, it shall include holidays, vacation time and paid-for sick leave days off on compensable injury.

Section 2. A sick leave day used by an employee shall result in one day of sick leave credit cancelled, with no loss

in pay for what would have otherwise been scheduled work day. For purposes of computation, a day of sick leave pay shall be determined by dividing his annual salary by 2080 hours.

Section 3. The Employer reserves the right to request initially and from time to time thereafter, medical verification of the illness or injury for which sick leave is requested.

Section 4. If sick leave days are used during vacation days, such vacation day and pay is cancelled and shall be re-scheduled for a later time.

Section 5. Sick leave may be used for an employee's illness or injury, other than that arising out of his employment for which Workmen's Compensation is provided.

Section 6 Employees are expected to notify the Chief of Police of their expected absence as soon as reasonably possible, but not later than the start of their shift. Failure to do so may result in the loss of sick pay for that day.

Section 7. In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer, in its discretion, for exceptional circumstances, may grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ARTICLE X

BEREAVEMENT

Section 1. Permanent employees, upon written request, will be granted up to five (5) consecutive days' leave with no loss of regular wages to attend the funeral of his or her spouse, child, or parent; and three (3) days for the death of the spouse's parents or the employee's brother or sister or the critical illness of the spouse or a child.

ARTICLE XI

HOLIDAYS

Section 1. Employees with seniority who meet the requirements of Section 2 below shall be eligible for the following paid holidays:

Day before New Year's
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
1 day before Christmas
Christmas Day
2 Personal Days

Section 2. Eligibility Requirement.

In order to qualify for holiday pay the employee must have worked on his scheduled workday preceding and following the holiday, unless off work on vacation or paid sick leave.

Employees who are on unpaid sick leave, layoff or on a compensable injury leave shall not be eligible for holiday pay.

The two personal days may be taken each year with the following restrictions:

- (a) May not be taken the day before or after a holiday or vacation.
- (b) Must be requested forty-eight (48) hours in advance, in writing.

- (c) If not used would accumulate as additional sick days. Personal leave days do not accumulate.
- (d) Further restrictions may be needed to protect the professionalism of our Police force.

Section 3. Holiday Pay.

Eligible employees who are not scheduled to work on such holidays shall receive eight (8) hour's pay for the holiday. If a holiday falls on a scheduled workday and the employee works that day, he shall receive twelve (12) hour's pay for working in addition to eight (8) hour's pay for the holiday.

If the employee is scheduled to work the holiday and is granted permission not to work, he shall receive holiday pay but no premium pay.

ARTICLE XII

VACATIONS

Section 1. All eligible full-time employees shall be entitled to vacation time off with pay in accordance with the following schedule:

Years of Continuous
Service Completed

VACATION DAYS

Less than 1 year	1/2 day per month up to 5 days
1 to 6 years	10 days
6 to 14 years	15 days
14 to 20 years	20 days
20 years	25 days

Section 2. Vacation Pay.

Vacation pay for a week's vacation shall be forty (40) hour's pay determined by dividing the annual salary by 2080 hours and multiplying the resulting hourly rate by forty (40) hours.

Section 3. Scheduling of Vacations.

Vacation must be taken in increments of one calendar week at a time, unless a lesser time is approved in writing by the Chief of Police.

Vacation requests must be submitted by March 15 of each calendar year. Vacation schedules shall be posted by March 31. Seniority shall be used in determining preference

for vacation schedules. The employee with the most seniority will have first choice of scheduling his vacation. If vacation is requested in two or more time periods, a second choice will not be approved until all employees in that Department have had an opportunity to schedule their first choice. Vacation requests received after March 15 shall be scheduled on a first come, first serve basis in accordance with the Department's needs as determined by the Chief of Police and City Manager.

Vacations must be taken in the year following the year in which it was earned and may not be accumulated from year to year.

Section 4. No employee shall be entitled to any vacation or pay, therefore, until he has satisfactorily completed his probationary period. Vacation days shall be earned in the manner provided in Section 1 of this Article.

Section 5. For the purpose of these regulations, a calendar year vacation period shall be considered as follows:

(a) Period used in determining vacations will be that starting January 1 and ending December 31.

(b) Vacation with pay will not be granted before vacation time has been earned.

Section 6. If a properly scheduled vacation must be cancelled by the Chief of Police, the employee shall be paid, in addition to his regular vacation time, his normal hourly rate for the actual time worked. However, upon the request of the employee, the City of Roosevelt Park may grant the vacation be rescheduled either the same calendar year or the following year.

Section 7. The employee shall receive his pro rata unused vacation pay upon:

- (a) Termination of employment by Employer;
- (b) Quit, with two (2) weeks' advance notice thereof.

ARTICLE XIII

SEVERANCE PAY

Section 1. In the event of termination of employment by the Employer, the employee shall receive either two (2) weeks' notice or, in lieu thereof two (2) weeks' pay.

Employees who quit after four (4) years of service shall receive two (2) weeks pay provided that at least two (2) weeks' advance notice is given to the employer.

ARTICLE XIV

INSURANCE

Section 1. The Employer shall continue in effect its present group hospitalization program and other employee benefits for the duration of this Agreement.

Section 2. Life Insurance.

The Employer shall pay the monthly premium cost for life insurance.

Section 3. The Employer reserves the right to select and change the carrier for each and all of its insurance programs, upon advance notice to the employees, and, provided there is no reduction in the benefits.

Section 4. The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer or employee, as the case may be, and upon payment or transmittal of such premiums the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 5. Employees on layoff or leave of absence shall have their insurance premiums paid or transmitted for the month following the month of layoff or leave of absence. Thereafter, it shall be the responsibility of the employee to make arrangements for further payment of premiums.

Section 6. Dental.

Employees shall be entitled to reimbursement for fifty percent (50%) of the cost of dental treatment for themselves or their dependents, up to a maximum reimbursement of three hundred dollars (\$300.00) per year. Reimbursement shall be made by the Employer upon receiving evidence of payment by the employee.

ARTICLE XV

RETIREMENT PLAN

The Employer will continue the Michigan Employees' Retirement System Plan C-1 as is in existence on the effective date of this Agreement, for all eligible employees. Provided, however, upon the effective date of this Agreement the Employer shall increase its contribution by one-half (1/2) of the employees cost.

Effective as of December 1, 1984 the Employer shall increase its contribution by the remaining one-half (1/2) of the employees cost.

ARTICLE XVI

WORKMEN'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

ARTICLE XVII

BONDS AND LIABILITY INSURANCE

Section 1. All employees hired must be bondable as a condition of employment or continued employment.

Section 2. The Employer shall provide Police Professional Liability Insurance for the term of this Agreement.

The carrier shall be Guaranty National Insurance Company.

The extent of liability coverage shall be as set forth in policy GL-008629, effective January 1, 1980; limits, \$250,000.00 - \$500,000.00.

ARTICLE XVIII

LOSS OR DAMAGE

Section 1. Employees shall not be charged for loss or damage to the City of Roosevelt Park equipment and/or property unless clear proof of negligence is shown.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

Section 1. The Employer shall continue its program of providing each employee with the required articles of uniform and equipment, exclusive of weapons, but including badges and identification cards. The Employer agrees to provide a \$300 per year fund to each full-time employee for exclusive use in replacing articles of uniform and equipment, said allowance to be audited on an individual basis. On or about December 10 of each year the Employer shall present each non-probationary employee with a separate check for \$200. Thereafter, employees may request an additional \$100 provided that they present proof that all such funds were used for the purchase of articles of uniform and equipment. Employees who have completed the probationary period before December 1 shall receive a separate check in an amount determined by prorating \$200 by the number of months of post-probationary service. Probationary employees shall receive a full complement of the items in the uniform schedule upon completion of the probationary period.

Section 2. The Employer agrees to replace articles of uniform and equipment when necessary.

Section 3. The Employer agrees to pay for the repair and cleaning of uniform and equipment and for the annual inspection of weapons.

Section 4. The Employer shall provide the probationary employee with uniforms and equipment necessary for him to perform and function as a full-time police officer, taking into consideration the seasons of the year.

Section 5. A full-time employee will maintain his uniform from his uniform allowance. The employee will be able to use a vendor of his own choosing to obtain the above uniform, providing his uniform is matching with other employee's clothing. Page 34 will define an employee's uniform covered by this agreement.

ARTICLE XX
WAGES

Section 1. Beginning December 1, 1985, the following salary schedule shall become effective:

<u>Start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months</u>
<u>1986</u>				
19,637	20,599	21,692	23,538	24,676
<u>1987</u>				
20,423	21,423	22,560	24,480	25,663
<u>1988</u>				
21,240	22,280	23,462	25,459	26,690

Section 2. The salary schedule shall be a minimum and the Employer may hire at any level, depending on the experience and qualifications of the applicant. For purposes of progression in the schedule, the months are computed from the first of the month closest to the date of hire and an employee must have worked twenty (20) days in a month for credit on the schedule. Vacation days, holidays, paid sick days and funeral leave days shall be counted as days worked.

Section 3. Education Benefits. A full-time employee who has received an Associates Degree or Bachelors Degree with an emphasis on law enforcement will receive the following:

Associates Degree	\$250.00 per year
Bachelors Degree	\$500.00 per year

ARTICLE XXI

NO RESIDENCY RULE

Section 1. The Employer, will hold no present or future employee responsible to live within city limits of the City of Roosevelt Park, to maintain his status as an employee of the City of Roosevelt Park.

ARTICLE XXII

LONGEVITY

Section 1. All full-time employee who have performed

continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedule:

<u>Completion of Continuous Service Year</u>	<u>Percent of Base Salary</u>
Five (5)	Two (2)
Ten (10)	Four (4)
Fifteen (15)	Six (6)

Section 2. Longevity pay will be paid semi-annually in the paycheck corresponding to the last full pay period for the months of November and May. Upon termination, longevity pay accrued to the date of termination shall be paid with the final paycheck.

Section 3. Longevity pay shall not exceed, notwithstanding Section 1 hereof, the sum of \$1,500.00 per year.

ARTICLE XXIII

SEPARABILITY AND SAVING CLAUSE

Section 1. If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if

compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Riders thereto, or the application of such Article or Section to person or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXIII

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 1, 1983, to and including November 30, 1985, and shall expire on November 30, 1985, unless specifically extended by written agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

UNION:

ROOSEVELT PARK PATROLMAN'S
ASSOCIATION

By Norman Spitz

Title President

By Honey Lachina

Title F.O.P. Rep.

EMPLOYER:

CITY OF ROOSEVELT PARK

By Robert L. Kravitz

City Manager

By Daniel D. Kujawski

Mayor