

6786

6/30/2001

PATROL/DISPATCH AGREEMENT

Between

VILLAGE OF MILFORD, MICHIGAN

and

POLICE OFFICER LABOR COUNCIL

7/1/98 - 6/30/01

Michigan, Village of

February 1999

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

	PAGE
AGREEMENT	1
ARTICLE I RECOGNITION - EMPLOYEES COVERED	1
ARTICLE II UNION RIGHTS	1
ARTICLE III MANAGEMENT RIGHTS	2
ARTICLE IV UNION OBLIGATION AND MEMBERSHIP	2
ARTICLE V REPRESENTATION	4
ARTICLE VI GRIEVANCES	4
ARTICLE VII SENIORITY	8
ARTICLE VIII LAYOFF AND RECALL	9
ARTICLE IX NO STRIKE - NO LOCKOUT	9
ARTICLE X LEAVES OF ABSENCE	10
ARTICLE XI BULLETIN BOARDS	11
ARTICLE XII FALSE ARREST INSURANCE	11
ARTICLE XIII OVERTIME	12
ARTICLE XIV SHIFT CHANGES	12
ARTICLE XV QUALIFYING WITH FIREARMS	12
ARTICLE XVI DEPARTMENTAL INVESTIGATIONS	12
ARTICLE XVII LUNCH BREAK	13
ARTICLE XVIII PROMOTIONS	13
ARTICLE XIX TERMINATION	14
APPENDIX A ECONOMIC BENEFITS	A-1

AGREEMENT BETWEEN VILLAGE OF MILFORD, MICHIGAN
AND POLICE OFFICER LABOR COUNCIL

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February, 1999 by and between the Village of Milford (hereinafter referred to as the "Employer"), and Police Officer Labor Council (hereinafter called the "union:), has as its purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act No. 379, of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this agreement for those employees of the Employer in a bargaining unit consisting of: ALL regular, full-time employees of the Village of Milford Police Department in the categories of dispatcher and patrol officer EXCLUDING supervisors, that is, anyone with the rank of Sergeant or above.

All employees must serve a one year probationary period, beginning with the last date of hire. During this period, the employee shall have no right to the grievance procedure for disciplinary measures by the Village. All new employees will accrue vacation and sick leave during the probationary period, but shall not be eligible for the payment of such until the period is successfully completed. All other benefits shall apply at the conclusion of the probationary period.

ARTICLE II - UNION RIGHTS

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted by Act No. 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.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Union recognizes the Village's right to manage its affairs and direct its work force and within the existing frame work of the statutes of the State of Michigan to maintain the Village of Milford in the County of Oakland, efficiently, and at the lowest possible cost. Further, the Village has the sole and exclusive right to exercise all the customary and usual rights, powers, functions, and authority of management. It is recognized that the management of the Village, the control its properties and the maintenance, or order and efficiency, is solely the responsibility of the Village. The rights and responsibilities belonging to the Village shall include but not be limited to the rights to decide the number and location of its facilities, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, the right to purchase services of others, the right to determine the methods, processes, means and personnel by which operations are to be carried out, the right to utilize the police department in emergency situations to protect life and property, the right to determine safety, health and property prevention measures for the police department, the right to determine policy affecting the selection and/or training of policemen and the right to establish, enforce and reasonably modify police department rules, regulations, and orders. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this agreement.

Section 2. It is further recognized that the responsibility of the management of the Village for the selection and directions of the working forces, including the right to hire, suspend, or discharge, for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth herein is vested exclusively in the Village.

ARTICLE IV - UNION OBLIGATION AND MEMBERSHIP

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement.

Section 2. Employees who wish to do so may tender the initiation fee and monthly membership dues, or the monthly service fee, by signing an "Authorization for Check-Off" in the following form:

AUTHORIZATION FOR CHECK-OFF

TO: Village of Milford Treasurer _____, 19__
1100 Atlantic Street
Milford, MI 48381

I hereby authorize you to deduct from my pay:

My initiation fee and monthly union dues in such amounts as shall be certified to you from Time to Time by Fraternal Order of Police, State Lodge of Michigan Labor Council, as the proper amounts for such initiation fee and monthly Union dues under the Union's Constitution and By-Laws:

This authorization shall remain in effect until revoked by me in writing, with a copy of such written revocation furnished to the Union.

Employee's Signature

Employee's Social Security No.

Section 3. During the life of this agreement, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a service fee in the equivalent amount, from the pay of such employee who executes the above "Authorization for Check-Off" form.

Section 4. Check-Off deduction under all properly executed "Authorization for Check-Off" forms shall become effective at the time the signed authorization is delivered to the Village at least seven (7) calendar days prior to the first payday on which a deduction is to be made.

Section 5. The Village will notify the local Union each month of the names of any employees for whom deductions had previously been made but who have ceased active employment in the bargaining unit or have revoked their deduction authorizations.

Section 6. The Union shall indemnify and save the Village harmless against any claims, demands, suits, damages, judgments, and other forms of liability, and any legal or other expenses in connection therewith that may arise by reason of the Village's compliance with the provisions of this article of the agreement.

ARTICLE V - REPRESENTATION

Section 1. The employees shall be represented by a Steward who shall be a regular seniority employee in the bargaining unit. There shall be only one Steward.

Section 2. The Union shall certify in writing the name of the Steward upon election or appointment by the Union.

Section 3. During overtime periods where three (3) or more employees are assigned but in which a Steward is not working, the president of the local, upon notification, shall designate one of the working employees as a temporary Steward. The name of the temporary Steward will be furnished in writing to the appropriate supervisor.

Section 4. The Steward shall be allowed time to investigate any grievance occurring within the respective area of representation during scheduled work hours without loss of pay subject to the limitation of this article. Should it become necessary for a Steward to leave the place of work in order to investigate a grievance, the Steward shall first notify his/her immediate supervisor of the nature of the business to be attended to. The steward shall allow the supervisor to make arrangements insuring an uninterrupted work schedule prior to leaving the place of work.

Section 5. Neither the Union nor its officers, committee, Stewards, or members shall conduct any union activity during the working hours other than the handling of grievances in the manner and to the extent herein provided. The Steward will be required to record or otherwise account for the time spent in processing grievances.

Section 6. Union officers will be allowed forty hours per year to attend Union seminars on their own time without pay.

ARTICLE VI - GRIEVANCES

Section 1. A grievance is a written dispute, claim or complaint arising under and during the term of this agreement. It may be filed by either an authorized representative of, or an employee, in the bargaining unit. Grievances are limited to matters of

interpretation or application of express 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 or the grievance is forfeited.

All grievances must be filed within three (3) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP I

An employee who believes he/she has a grievance may, within three (3) scheduled working days (of the employee's supervisor) of the grievable event discuss the complaint with his/her supervisor with or without the presence of the employee's steward.

STEP II

If the grievance is not settled at Step I, the grievant shall within five (5) scheduled working days of the employee's shift supervisor's oral answer) reduce the grievance into written form stating all facts in detail; including date, time and specific results of the meeting in STEP I and submit same to the Chief of Police. The Chief of Police or designated representative shall within five (5) working days record disposition in detail on all copies of the grievance form, returning two (2) copies to the aggrieved. Preparation of a written grievance will be performed on the employee's own time, not during working hours.

STEP III

Failing to resolve the issues in Step II, the Union shall within five (5) working days of the department head's disposition contact the Village Manager to arrange a meeting between the Union and the Village to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which shall not exceed seven (7) working days from the time the Union contacts the Village; unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this agreement.

STEP IV

If the grievance is still unsettled, both parties may agree to mediation prior to arbitration in Step V.

STEP V

If the grievance is still unsettled and the Union wishes to pursue the grievance further, the union may submit the grievance to arbitration by mailing a written demand for arbitration to the Detroit Office of the American Arbitration Association and mailing a copy thereof to the Village within thirty (30) work days from the date of the Union's receipt of the Village's final written answer at Step III. The arbitrator shall be selected from a list of qualified arbitrators submitted by the American Arbitration Association all of whom shall be members in good standing in the National Academy of Arbitrators. The decision of the arbitrator shall be final and binding on the Employer, the Union, and any employees involved. The arbitrator shall not have power to alter, amend, modify add to, or subtract from, any provision of this agreement. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Village and the Union. Each party shall bear its own expenses for all other items such as fees or expenses for attorneys or other representatives, witnesses, etc.

- A. After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, each party may submit the matter to the American Arbitration Association, requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.
- B. The parties understand and agree that in making this agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.
- C. 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 scale rates or change jobs or to change any wage rate unless it is provided in this agreement.

The arbitrator shall have no power to provide agreements for the powers in those cases where in this agreement they have agreed that further negotiations should occur to cover the matters in dispute. In the event a case is appealed to an arbitrator and finds that has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 2. Any and all grievances resolved at any step of the grievance procedure as contained in this agreement shall be final and binding on the Village, the Union, and any and all employees involved in the particular grievance.

Section 3. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Village within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the 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 (except in the case of a medical grievance, an additional 30 days will be allowed the grievant after receiving answer from Step III) or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

Section 4. The Village 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 before receiving pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files grievance within three (3) working days after receipt of such pay.

Section 5. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or a warning which is affixed to his/her personnel record, the employee, steward, or alternate steward will be promptly notified orally or in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

In cases of discipline, except oral reprimands, the Police Chief or his designee where possible shall discuss the disciplinary matter with the affected employee or his steward if requested by the employee before implementing disciplinary action.

Section 6. Pursuant to the provisions of Section 4 of this article, all claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation that may have been received; or could, with diligent effort, have been received.

ARTICLE VII - SENIORITY

Section 1. The Union shall represent all regular and new employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in this agreement, except as excluded by other articles of this agreement.

Section 2. All new employees shall work under the provision of this agreement. However, an orientation period of twelve consecutive months shall be served, during which the employee may be discharged without further recourse by the Union. However, the Employer may not discharge or discipline for the purpose of evading this agreement or to discriminate against Union members. After completion of the required orientation period, a new employee shall become a regular employee as of the date of hire. New employees shall have no access to the grievance procedures of this agreement.

Section 3. Separate seniority shall be maintained for patrol and dispatch classification in accordance with the employee's last date of hire.

A seniority list shall be provided and show the rates, names, and job titles of all employees of the unit entitled to seniority according to classification.

Section 4. An employee's seniority and employment shall terminate in the event of:

- A) Quitting or retirement, or;
- B) Discharge, or;
- C) The employee fails to give notice of intent to return to work within two (2) working days and/or fails to report for work within five (5) calendar days after issuance of the Employer's notice of recall 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 to the Employer a current address, or;
- D) The employee is absent from work for one (1) day without notice to the Employer with a reason acceptable to the Employer for such absence, or;
- E) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or;
- F) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or;
- G) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of employment or nine (9) calendar months, whichever occurs sooner, or;
- H) The employee falsified pertinent information on the application for employment.

ARTICLE VIII - LAYOFF AND RECALL

Section 1. The word "layoff" means a reduction in the working force.

Section 2.

- A) Layoff of employees shall be by the job classification, seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:
1. Seasonal and/or part-time employees.
 2. Probationary employees.
 3. Regular employees within the classification affected shall be laid off in the order of their seniority.
- B) The order of recall of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
1. Notices of recall shall be sent by certified or registered mail, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number.
 2. A recalled employee shall give notice of intent to return to work within two (2) working days and shall return within five (5) calendar days or employment shall be terminated without recourse to this agreement.

ARTICLE IX - NO STRIKE - NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sitdown, stay-in or slow-down, or any violation of any state law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct and shall instruct them to immediately return to their normal duties. The Employer reserves the right to pursue any and all legal remedies available in the event of a violation of this article.

ARTICLE X - LEAVES OF ABSENCE

Section 1. A leave of absence is an authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied, or extended in the exclusive discretion of the Employer. A request for a leave of absence shall be made in writing and contain the reason(s) for such request. Only regular employees shall be eligible for a leave of absence.

- A) In no event shall the duration of any leave exceed three calendar months.
- B) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- C) If an employee uses a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated.
- D) Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.
- E) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in termination of employment.
- F) No employee shall return to work prior to the expiration of the leave unless otherwise agreed to by the Employer.
- G) Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.
- H) No leave of absence shall be granted until vacation time has been exhausted.

Section 2. Upon return of an employee from a leave of absence, he/she shall be re-employed in the former classification and rate of pay or in work generally similar to that held prior to the leave.

Section 3. The seniority time of an employee will accumulate while the employee is on approved leave of absence.

Section 4. Leave provided for in this agreement may be temporarily suspended during any period of emergency declared by the Village after notification to the employees by certified mail.

ARTICLE XI - BULLETIN BOARDS

Section 1. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- A) Notices of Union meetings.
- B) Notices of Union elections and the results where they pertain to the Employer's employees.
- C) Notices of Union recreational and social events.
- D) Other notices concerning Union affairs which are not political or controversial in nature.

Section 2. It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

Section 3. It is further agreed that all notices including those posted by Union as provided herein and those posted by the Employer shall not be mutilated, destroyed, or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

Section 4. The Union agrees that in no event shall such notices be politically partisan, derogatory, or critical of the Village, or the Village's officers, agents, supervisors, employees, departments, or subdivisions, nor shall such notices be derogatory or critical of the services, techniques, or methods of the Employer.

Section 5. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices or any kind of literature upon the Employer's premises other than as herein provided.

ARTICLE XII - FALSE ARREST INSURANCE

Patrol officers covered by this agreement shall be provided by the Employer with a policy of False Arrest Liability Insurance.

ARTICLE XIII - OVERTIME

Section 1. The workday shall commence with the start of the first shift and shall consist of shifts necessarily required in a twenty-four (24) hour period.

Section 2. All work performed in excess of eight (8) hours per workday will be paid at the rate of time and one half. Such overtime must be authorized by the Chief of Police or designee. Overtime shall be payable in the form of cash or compensatory time off at the discretion of the Employee. Requests for compensatory time will not be refused arbitrarily. Provided, however, an employee shall not accrue more than twenty-four (24) hours compensatory time off.

Section 3. Employees working over eight (8) hours per day or over the prescribed work week shall be required not to have been on an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time.

Section 4. All full-time employees shall have first call to overtime over part-time employees. Part-time officers may be scheduled up to forty eight (48) hours and, in addition, may work for officers who are on compensatory time off, sick leave, or leave of absence after full-time employees are given the opportunity to work the first four (4) days.

ARTICLE XIV - SHIFT CHANGES

Except in cases of emergency beyond the control of the Employer, employees shall be notified of changes in shift assignments at least forty-eight (48) hours in advance of such changes.

ARTICLE XV - QUALIFYING WITH FIREARMS

Patrol officers must qualify with the Department issued sidearm at least every six months. The Employer will furnish ammunition for qualifying.

ARTICLE XVI – DEPARTMENTAL INVESTIGATIONS

Section 1. Internal Investigations

- A) The employee shall be notified, in writing or orally, prior to giving any statement of the acts, either of commission or omission that he or she is alleged to have committed. Notwithstanding, a supervisory officer may make a preliminary inquiry into the facts of incidents in order to determine appropriate administrative action.
- B) Citizen Complaints: The employee shall be furnished a copy of any formal, written citizen's complaint, prior to giving any statement. An employee will be allowed the next two scheduled workdays to respond to a citizen's complaint.

- C) When disciplinary action is contemplated, the employee shall be given an opportunity to contact a union representative for the purpose of union representation, prior to giving any statement.

Section 2. Criminal Investigations

If any complaint or charge is brought against an employee from external or internal sources, under such circumstances that if the alleged facts be true, the employee would be guilty of the commission of a crime; or a State or Federal or local ordinance; or traffic violation involving death or serious injury; then the employee shall be given an opportunity to contact legal counsel, as well as a union representative.

Section 3. *Garrity vs. New Jersey and Miranda*

When an officer is required to make any statement that is the subject of an investigation, that statement shall be in conformance with the principles of *Garrity vs. New Jersey* and *Miranda*.

ARTICLE XVII - LUNCH BREAK

The Village shall make an effort to allow dispatchers time away from their station to eat one meal (up to 1/2 hour) during a full eight hour shift. However, such time is at the complete discretion of the Village.

ARTICLE XVIII – PROMOTIONS

The department will maintain an Eligibility List for the position of Sergeant. The list will be effective for a period of two years. A candidate for Sergeant must have at least five years seniority as a full-time sworn Police Officer in the Milford Police Department. Promotions to the position of Sergeant shall be made by competitive examination, and shall consist of the following components. This section will not prohibit the department from seeking candidates from outside, in the event that no eligible candidate is willing to participate in the promotional exam process.

A. Written Examination

The written examination will comprise 45 percent of the total score. The Chief of Police will select an outside vendor for the written test. The date of the written test, the vendor and a bibliography will be discussed with the union and posted at least sixty days in advance of the date of the test. Interested candidates must notify the department by memorandum, within thirty days of the test date, of their intention to participate. Qualified candidates will be allowed time off from work to write the test if needed.

B. Oral Interview

The oral interview will comprise 45 percent of the total score. The Chief of Police will select three police executives from other police departments to sit on the oral board. The date of the oral interviews will be announced at least thirty days in advance of the interviews. Qualified candidates will be allowed time off from work for the interview if needed.

C. Seniority

Each candidate's seniority will comprise ten percent, to a maximum of the total score. Seniority will be computed on the basis of the official Department Seniority List, with credit for .666 points for each whole year, and 1/12 of .666 per full month, to the effective date of the Promotional Eligibility List.

ARTICLE XIX - TERMINATION

The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposal 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. Each voluntarily and unqualifiedly waives the right and each agree 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 subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated and signed this agreement.

This agreement shall be effective as of the 1st of July, 1998, and shall remain in full force and effect until the 30th day of June 2001. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of February 1999.

FOR THE UNION:

FOR THE VILLAGE:

Police Officer Labor Council

Hugh G. Whetstone
Mark Johnson

Arthur S. Ploberger

APPENDIX A - ECONOMIC BENEFITS

This agreement entitled Appendix A entered into this 1st day of February, 1999 between the Village of Milford and Police Officer Labor Council and attached to and made a part of the collective bargaining agreement between the parties.

A) Health And Life Benefits. The following benefits are provided by carriers of the Employer's choosing and may include self insurance.

1. Term Life Insurance. The Village shall provide term life insurance for each employee. Patrol \$20,000 Dispatch \$15,000. The Employer shall pay up to \$11.00 per month toward the premiums for such insurance; provided however, the Employer agrees to absorb increases in the premiums of such insurance during the term of this agreement.
2. Dental Insurance. Each Class III, full-time employee shall be eligible for a 90/10, \$1000.00 maximum, dental insurance program with orthodontal services for children. The Employer shall pay up to \$27.62 per month toward the premiums for such insurance; provided, however, the Employer agrees to absorb increases in the premiums of such insurance during the term of this agreement.
3. Medical Insurance. Each full-time employee shall be entitled to an Employer designated medical insurance plan with Pre- and Post- natal rider at employer expense. The Village will offer a PPO-HSP and HMO plan at the employee option. In addition the employee may choose a BC/BC PPO plan with master medical rider, \$100/200 deductible, for which the employee will contribute one percent of salary. A \$5 Value RX or equivalent, prescription drug card is also provided at Village expense. At retirement, an employee may choose to remain on group medical at the employee's expense. First day coverage of pre-existing conditions is provided for transfers between offered Village health care coverages.
4. Optical Insurance. The Employer shall pay \$200 toward the cost of optical services. Payment will be made to the employee after presentation of receipt for services.
5. Duty-Connected Injury. An employee injured while on the job and receiving Worker's Compensation benefits shall receive full pay for a period not to exceed eight (8) months. The Village shall be obligated to supply only the difference between Worker's Compensation and their base salary during this eight (8) month period. (If at the end of the above time period, an employee

is unable to return for duty he/she may use accrued sick time to supplement the difference in Worker's Compensation and salary.)

To qualify as duty connected, the injury must be reported to the immediate supervisor and professional medical attention sought as soon as physically possible.

6. Health Insurance For Retirees. The Village of Milford shall pay \$200.00 per month towards health insurance coverage while the Employee remains eligible. The amount will increase to \$250 per month in the third year of the contract (beginning July 1, 2000). To qualify, the employee must be able to retire under the provisions of the Village's retirement program, have served at least 20 years with the Village or leave its employment because of disability. This program would not apply or would be subject to discontinuance under the following circumstances:

- a) The employee finds another job after retirement from the service of the Village and elects to receive health care benefits from the new employer. After termination of second employment, employee may return to Village plan with above coverage.
- b) The employee receives dependent health care coverage through the employment of a spouse.
- c) If the Federal government mandates participation by the employee or the Village in a Federally mandated health care program.
- d) Death of the employee.

For the period July 1, 1998 to May 1, 2001, Village will pay \$300 per month to the spouse of a retiring employee until the spouses medicare age. To qualify for the provision, employee must be 65 years old with 35 years of service.

- B) Retirement System. The Employer agrees to fully fund a retirement plan subject to MERS rules, the effective July 1, 1995 the plan designated is the B-2 plan with F-50, 25 years rider.

- C) Vacations, Leaves and Holidays

1. Vacations.

- a. Current Employees. Vacation shall be earned and accrued each year per the following schedule:

First year	10 working days
2nd through 4th years	12 working days
5th through 9th years	15 working days
10th through 14th years	18 working days
15th through 19th years	20 working days
20th through 24th years	22 working days
25th year and beyond	24 working days

Vacation earned and accrued in any year of the schedule shall be taken during the following year. Vacation leave shall not be carried over from one year to another without the expressed approval of the employer.

Vacation time shall not be taken in units of less than eight hours.

The use of vacation time must be approved by the Department in advance. The employee must submit a request for vacation time at least five (5) days in advance (less time if approved by the Chief). The employee must designate whether regular or earned vacation time is to be utilized.

If an employee is refused vacation because of management, he/she can carry over the remainder of vacation time to the following year. If an employee becomes sick while on vacation, unused vacation will be rescheduled, provided the Department is notified of such illness as soon as possible. A doctor's certificate shall be required.

- b. Employees hired after July 1, 1992:

Vacation time will be earned at the following rate, recorded and available for use at the end of each calendar month of employment. Employment begun prior to the 15th of the month is credited with a full month's time earned. Employment begun on or after the 15th of the month begins accumulation the first of the following month. Vacation time to be paid at termination, retirement etc. will be rounded to the nearest 1/2 hour.

	<u>Rate Vacation Earned (per month)</u>	<u>Maximum Accumulation</u>
First year	6.67 hours	136 hours
2nd thru 4th years	8.00 hours	136 hours
5th thru 9th years	10.00 hours	160 hours
10-14 years	12.00 hours	184 hours

15-19 years	13.34 hours	200 hours
20-24 years	14.67 hours	216 hours
25+ years	16.00 hours	232 hours

Vacation leave shall be taken in minimum increments of eight (8) hours. Vacation leave may not be taken during the first year of employment.

If an employee is refused vacation because of management, he/she can carry over the remainder of vacation time to the following year. If an employee becomes sick while on vacation, unused vacation will be rescheduled, provided the Department is notified of such illness as soon as possible. A doctor's certificate is required.

All annual leave entitlement held by an employee shall be consumed during two leave periods; April 1 through September 30 and October 1 through March 31. The employee must divide his annual leave entitlement as equally as possible (i.e. to the nearest full day) between the two leave periods. The employer will, not less than forty-five (45) days prior to the start of each leave period, submit to each employee, a form by which to advise the employer of his preference for leave time during the following leave period. The form must be completed by the employee and returned to the employer within thirty (30) days of the start of the leave period. The employer will assign leave time on the basis of its operating requirements, giving due consideration to employee's ranks and seniority, as well as the employee's time preference. After the assignment of leave time by the employer, the schedule of annual leave shall be posted. After the leave schedule is posted, all leave must be taken as scheduled, except in cases of an emergency beyond the employee's control, in which the leave will be rescheduled by the employer. If any employee fails to return the leave preference form to the employer, the employer shall schedule the employee's leave as the employer shall determine.

2. Personal Leave. Each regular employee shall be entitled to two (2) personal leave days per year. A request for personal leave will be submitted to the Chief at least forty-eight (48) hours before the need for such day, and no personal leave day shall be scheduled immediately before or after vacation time. The Chief will not refuse a request arbitrarily.

3. Sick Leave. Each employee will earn one sick day per month. If an employee's immediate family member is sick, the employee may use sick days to provide care and treatment. Immediate family means a spouse or a child of the employee. Unused sick time may be accrued to a maximum of two hundred fifty (250) sick days. Employees shall be eligible for payment of fifty percent of unused sick leave upon separation due to death, resignation, layoff; or at the option of the employee, at the end of the calendar year beyond fifty (50) unused sick days.

4. Maternity Leave. An employee who becomes pregnant must notify her Department Head, no later than the end of her first trimester of pregnancy, of the expected delivery date. An employee who is pregnant will not be prevented from working during pregnancy, providing her physician has ascertained it is safe for her to do so and has provided this information, in writing, to the Village. After delivery, the employee may return to work at any time, provided her physician has stated, in writing, it is safe for her to do so. An employee who is pregnant will be allowed up to six (6) months leave without pay, prior to or after delivery combined and her position shall be available upon her return to work. Should the employee have sick leave, vacation and/or compensatory time available, she may choose to use, prior to delivery, and/or during her recovery period, provided her physician has ascertained, in writing, she cannot safely return to work.

5. Funeral Leave. In case of death in the employee's immediate family, the employee will receive three (3) funeral leave days and if the funeral is two hundred miles or more from the Village the employee will receive two days travel time. Immediate family is defined as spouse, children, parents, parents-in-law, grandparents, sister-in-law and brother-in-law. Days taken for funeral leave will not be deducted from an employee's sick bank.

6. Holidays.

a. Current Employee. The following days are declared as holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve

i) Whenever, as part of a normal schedule, an officer works any of the above holidays he/she will be entitled to choose between accepting double time pay for such time or an equivalent amount of time off for such scheduled holiday work.

- ii) Whenever an officer is called in to work on a holiday for which he/she is scheduled to be off, the appropriate rate shall be paid for such time without losing vacation time off.
- iii) Holidays shall be observed on the calendar day on which they occur, except for Veteran's Day and Washington's Birthday, which shall be fixed by the Employer with notice to the employees at least thirty (30) days in advance of the holiday.
- iv) Employees electing time off in lieu of pay ("earned vacation time") must elect the pay or time off in the pay period in which the holiday occurs. Once made the election may not be changed. Earned vacation days must be used in the fiscal year in which they are earned and may not be carried over; provided that such time may be carried over by mutual agreement or in the event the employee made a request to use earned vacation time on a date when sufficient manpower was scheduled to avoid the payment of overtime and such request was denied. This provision will not preclude the use of part-time employees by the Department.

Earned vacation days will be taken at a time approved by the Department in advance and shall not cause the payment of overtime.

- b. The following is adopted for employees hired after July 1, 1992 or current employees who annually volunteer:

The following days are declared as "paid" holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day

Christmas Day
New Year's Eve

- (i) Eligibility requirements. Employees shall be eligible for holiday pay only if they worked the last scheduled work day before the holiday and the next scheduled work day following the holiday (unless on excused paid leave) or on the holiday itself if the employee is scheduled to do so. All holidays shall be paid in one lump sum on the last pay date in November of each year in a separate check.
- (ii) Employees who work on any of the holidays listed below shall receive, in addition to the holiday benefits of paragraphs b.i. above, fifty dollars (\$50.00) for each 8 hour day such holiday worked. This money shall be paid in the pay period covering the time in which it is earned.

New Year's Day
Memorial Day
Independence Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- (iii) Employees who work on any of the holidays listed below have the choice of choosing vacation time in lieu of the additional \$50.

Thanksgiving Day
Christmas Eve
Christmas Day

- (iv) Holidays shall be observed on the calendar day on which they occur, except for Veteran's Day and Washington's Birthday, which shall be fixed by the Employer with notice to the employees at least thirty (30) days in advance.

Milford Police Department

Memorandum

To: Officer Mark Johnson, Steward for POLC
From: Wayne Walli, Chief of Police
Date: April 20, 1999
Re: Dispatcher Pay Scale

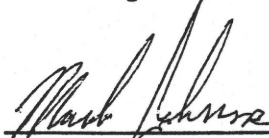
MEMORANDUM OF AGREEMENT

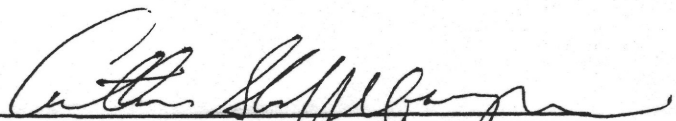
Pursuant to our meeting this date, it is agreed that the *Patrol / Dispatch Agreement* is amended as follows. In Appendix A, Paragraph D. 1. Wages: The first set of pay scales, effective July 1, 1998, in the column "DISPATCH" are increased by \$703 at the end of One year, Two years, and Three years. The Starting pay is unchanged. The Senior Dispatcher position and pay scales are removed. All other references to the former position of Senior Dispatcher are removed.

Subsequent contract years, effective July 1, 1999 and July 1, 2000, are recalculated accordingly as listed hereon.

	07/01/1998	07/01/1999	07/01/2000
START	\$20,204	\$20,911	\$21,643
1 YEAR	\$22,928	\$23,731	\$24,561
2 YEARS	\$25,062	\$25,940	\$26,847
3 YEARS	\$27,273	\$28,228	\$29,216

If this letter of understanding is agreeable and signed by the Manager and the POLC, the change is effective May 2, 1999.


For POLC


For Village of Milford

Date 04-27-99

D) Compensation.

1. Wages. Employees shall be compensated at the following wage schedule:

Employees hired before July 1, 1998 shall be compensated at the following wage schedule:

Effective July 1, 1998

	<u>PATROL</u>	<u>DISPATCH</u>
Start	\$35,009	\$20,204
One year	\$37,657	\$22,928
Two years	\$40,267	\$25,062
Three years	\$43,464	\$27,273

Effective July 1, 1999

Start	\$36,234	\$20,911
One year	\$38,975	\$23,731
Two years	\$41,676	\$25,940
Three years	\$44,985	\$28,228

Effective July 1, 2000

Start	\$37,502	\$21,643
One year	\$40,340	\$24,561
Two years	\$43,135	\$26,847
Three years	\$46,559	\$29,216

Employees hired after July 1, 1998 shall be compensated at the following wage schedule:

Effective July 1, 1998:

Start	\$30,025	\$20,204
One year	\$32,322	\$22,928
Two years	\$35,009	\$25,062
Three years	\$37,657	\$27,273
Four years	\$40,267	

Five years	\$43,464
------------	----------

Effective July 1, 1999:

Start	\$31,075	\$20,911
One year	\$33,453	\$23,731
Two years	\$36,234	\$25,940
Three years	\$38,975	\$28,228
Four years	\$41,676	
Five years	\$44,985	

Effective July 1, 2000

Start	\$32,163	\$21,643
One year	\$34,624	\$24,561
Two years	\$37,502	\$26,847
Three years	\$40,340	\$29,216
Four years	\$43,135	
Five years	\$46,559	

The parties agree that cost attributable to movement by employees on the above step pay plan shall be computed in assessing the total cost of future settlements.

Recitation of salary on an annual basis shall not constitute a guarantee of work or pay in the absence thereof.

2. Shift Allowances. For hours worked outside of the designated regular dayshift, the following allowance shall be paid:

Patrol	.60/per hour – midnight & afternoon
Dispatch	.60/per hour – afternoon & midnight

3. Call In. All call-ins not connected to either end of an employees scheduled shift shall be guaranteed a minimum of two hours pay.

4. Breathalyzer. Officers called in to conduct breathalyzer examinations shall receive a minimum of two (2) hours overtime. Three hours of overtime shall be paid when an officer is called outside the Village jurisdiction.
5. Court Time. When employees are required to appear in court during their off-duty time, they shall be compensated at the rate of time and one half for all time spent in court with a guarantee of a minimum of three hours per day.
6. Jury Duty. Employees called to jury duty shall receive their full pay but shall be required to return their jury duty pay to the Employer unless such service falls on an employee's regularly scheduled leave day.
7. Field Training. An Officer assigned as a Field Training Officer will be paid one hour at the overtime rate for each full shift worked as a Field Training Officer.
8. Longevity Schedule. Longevity shall be paid during the first pay period in December based upon the following years of continuous service.

	PATROL	DISPATCH
5 or more	\$775.00	\$675.00
10 or more	\$875.00	\$775.00
15 or more	\$975.00	\$875.00

- E) Uniform Allowance. Each employee shall be required to continually maintain a complete uniform and a uniform may include leather goods, rain gear and shoes.
1. Each patrol officer shall be entitled to up to five hundred dollars (\$500) uniform allowance per year to be paid to the vendor by the Village on submission of properly executed purchase orders.
 2. Each dispatcher shall be entitled up to three hundred twenty-five dollars (\$325) uniform allowance per year to be paid to the vendor by the Village on submission of properly executed purchase orders.

- F) Body Armor
- a. All employees engaged in uniformed Law Enforcement will be issued body armor when that armor currently being utilized is determined to no longer be serviceable.
 - b. The Village will replace each officer's vest cover, upon request, every other year, in addition to the regular uniform allowance.
 - c. Body armor that must be replaced due to misuse or abuse by the employee, shall be paid for by the employee.
- G) Cleaning Allowance. Each employee required to wear a uniform shall be paid a cleaning allowance. Patrol officers shall receive four hundred seventy-five dollars (\$475) per year for cleaning expenses and dispatch two hundred dollars (\$200) per year. To be paid the first pay period in December.
- H) Educational Benefits. The Village of Milford will pay one hundred percent tuition fees toward a four year college degree in criminal justice. Courses must be from a fully accredited college or university and related to the criminal justice degree program. Books paid for by the Village shall remain property of the Village. A passing grade is required.
- I) Personal Property. The Village will reimburse for lost or damaged personal property in an amount not to exceed \$100 when such loss or damage should occur during the direct performance of official duties.
- J) Chiefs Meetings. When employees are required to attend chiefs meetings or in-service training during their off-duty time, they shall be compensated at the rate of time and one-half for all time spent in such meetings with a guaranteed minimum of two hours paid when not connected to either end of his/her shift.
- K) Travel Time. Hours required to attend and travel to and from authorized per diem schools and seminars shall be paid except for an hour usually designated for lunch.

The following benefits are subject to proration should an employee not complete a full year for eligibility: Uniform and cleaning allowance, longevity and vacation. Benefits will be prorated based on the number of days completed of a full year, with full compensation for all days served.

This agreement, entitled Appendix A - Economic Benefits, as well as the collective bargaining agreement heretofore executed shall be effective as of the 1st day of July, 1998, and shall remain in full force and be effective until the 30th day of June, 2001. Said agreement contains the entire terms and conditions of employment. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of February, 1999.

FOR THE UNION:

FOR THE VILLAGE:

Police Officer Labor Council

Joseph G. Whitstone
Mark Johnson

Arthur H. Flanagan
