

6/30/92

CITY OF DAVISON
AND
FRATERNAL ORDER OF POLICE CONTRACT
(Dispatcher/Secretary)

July 1, 1989 through June 30, 1992

Davison, City of



City of Davison

200 E. FLINT STREET
DAVISON, MICHIGAN 48423
TELEPHONE (313) 653-2191

SEP 27 1989

RECEIVED OCT - 4 1989

August 29, 1989

Mr. Richard Ziegler, Staff Representative
Michigan Fraternal Order of Police
6735 Telegraph Road, Suite 395
Birmingham, Michigan 48010

Re: Wages of Dispatchers Loretta Morrow and Marcia Wise

Dear Mr. Ziegler:

This letter of understanding is prepared to memorialize our agreement with respect to the wages of existing dispatchers, Loretta Morrow and Marcia Wise.

1. The wage rates of the two existing dispatchers Loretta Morrow and Marcia Wise are and will be red circled for as long as they remain employees. After Loretta Morrow and/or Marcia Wise quit, retire or no longer are employed, their wage rate will no longer be operative.

2. Dispatcher employee Marcia Wise will be receiving and having added to her base salary \$920.00 during the beginning of each of her fiscal years, 7-1-89 to 6-30-90, 7-1-90 to 6-30-91, and 7-1-91 to 6-30-92, in addition to the general 4% increase.

3. The Dispatcher Wage Scale and Schedule becomes the attached wage rate for dispatcher employees.

4. The salaries of existing dispatcher employees Loretta Morrow and Marcia Wise for the term of this agreement are as follows:

a. Loretta Morrow

| | |
|-------------------|-------------|
| 7-1-89 to 6-30-90 | \$19,050.00 |
| 7-1-90 to 6-30-91 | 19,812.00 |
| 7-1-91 to 6-30-92 | 20,604.00 |

b. Marcia Wise

| | |
|-------------------|-------------|
| 7-1-89 to 6-30-90 | \$15,628.00 |
| 7-1-90 to 6-30-91 | 17,173.00 |
| 7-1-91 to 6-30-92 | 18,780.00 |

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AGREEMENT

This Agreement is entered into this 14th day of August 1989, but effective on and after July 1, 1989, between the City of Davison, Michigan, a Municipal Corporation, hereinafter referred to as the Employer and the State Lodge of Michigan, Fraternal Order of Police, Labor Council, hereinafter referred to as the "Lodge." It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any misunderstandings which may arise and set forth herein the basic and full agreement between the parties concerning rates of pay, hours of employment and other working conditions.

Article 1. Recognition

Section 1. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the Employer recognizes the Lodge as the exclusive collective bargaining representative for the employees in the defined bargaining unit for the purpose of bargaining with respect to wages, hours of employment and other working conditions.

Section 2. The bargaining unit shall consist of all full-time dispatchers of the City of Davison Police Department, excluding the Chief of Police, part-time employees and all other city employees as designated in the Michigan Employment Relations Commission's Certification of Representation, Case No. R77 I-440, dated October 28, 1977.

Article 2. Management's Rights

Section 1. The City of Davison on behalf of the electors of the City of Davison hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan and by generality of the foregoing, the right:

1. Of exclusive management and control of the governmental system, its property, facility, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and assign duties to, and to direct all employees. To permit other employees of the Police Department not included in the bargaining unit to perform bargaining unit work, when in the opinion of the City it is necessary for the conduct of the municipal service.
3. To determine services, supplies and equipment; to determine all methods and means of distributing; disseminating its

services, methods, scheduling, and standards of operation, to determine the means, methods, and processes of carrying on its services and duties, and to determine any changes in all of the preceding, including innovative programs and practices.

4. To sub-contract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department. All other sub-contracting shall be subject to collective bargaining.
5. To determine the number and locations or relocation of its facilities.
6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the City of Davison.
7. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organizations. To manage its affairs efficiently and economically, including determination of quantity and quality of service to be rendered.

The reasonable and responsible exercise of the foregoing powers, rights authorities, duty and responsibilities by City of Davison, the adoption of policies, rules, regulations, and practices and furthermore, thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent which specific and expressed terms are in conformance with the Constitution and Law of the State of Michigan and the United States.

Article 3. Management Security

Section 1. The Lodge agrees that during the life of this Agreement, they will not cause, encourage, participate in or support any strike or picketing against the Employer, or any slow down or the interruption of or interference with functions of the Employer. Violation of the provisions of this Section shall be grounds for disciplinary action up to and including discharge.

Article 4. Lodge Security

Section 1. On and after the 31st day following the employment or execution of this Agreement, whichever is later, any present or future employee who is not a member of the Lodge and who has not made application for membership, shall, as a condition of employment, pay the Lodge each month, a service fee equivalent, to the amount of dues uniformly required of members of the Lodge, for the State Labor Program. Any employee whose religious beliefs and affiliation prohibit the joining or becoming a member of the State Lodge or contributing a service fee in behalf of the State Lodge for labor representational costs and expenses, may contribute to one of the

following non-sectarian charities of the employee's choice: Easter Seals, Big Brothers of Greater Flint, March of Dimes, an amount equivalent to the monthly service fee non-members pay each month to the Lodge; said employee will advise the Lodge and the City in writing of his or her choice of the charity who is to receive the charitable contribution in lieu of the service fee.

Section 2. Employees who are members of the Lodge shall, as a matter of course, on and after 31 days of employment, or execution date of this Agreement, whichever is later, as a condition of continued employment, pay to the Lodge each month the dues which have been certified to the Employer by the Treasurer of the Lodge.

Section 3. The Employer agrees to deduct the agency fees, charitable contributions in lieu of agency fees and dues twice a month, one-half of the dues, service fees of charitable contribution in lieu of the service fee in the first paycheck, after receiving an executed authorization form from the bargaining unit employee. The amounts to be deducted shall be certified to the Employer by the Executive Director of the State Lodge Council.

The Employer shall deduct Genesee County Lodge #145 dues receipt upon written authorization of members of the Genesee County Lodge #145 who shall sign form cards to be supplied by the Lodge.

The Employer shall forward to the Financial Secretary of Genesee County Lodge #145 such deductions for Lodge dues each month following the month of deduction and to the State Lodge of Michigan FOP Labor Council the labor dues of members and the labor service fee of non-members. The Employer shall forward the charitable contribution in lieu of the service fee quarterly, to the designated charity.

Section 4. It is further agreed between the parties that in the event of litigation or claims against the Employer and/or the Lodge arising from this Article or any prior maintenance of membership provisions of an Agreement between the Employer and the Lodge, that the Lodge shall defend, settle, or pay such claims or judgments arising from litigation, holding the Employer harmless therefrom.

Section 5. In the event it is subsequently determined by the Michigan Employment Relations Commission or a Court of competent jurisdiction that the Union Dues or Agency Shop Fees have been improperly deducted and remitted to the Lodge, the Lodge shall return such amounts to the Employees so affected.

Article 5. Seniority

Section 1. Seniority shall not be affected by the race, sex, age or marital status.

Section 2. New Employees hired shall be considered probationary employees for the first year of their employment.

Section 3. The Lodge shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of the probationary employee will not be subject of the parties' grievance procedure contained herein.

Section 4. The Employer will keep the seniority list up to date and will provide the Lodge with a copy of said list from time to time.

Section 5. Upon satisfactory completion of the year probationary period, seniority will commence with the first date of employment.

Article 6. Loss of Seniority

An Employee will lose his or her seniority:

Section 1. The Employee quits or resigns.

Section 2. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

Section 3. The Employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence the Employer will send written notification to the Employee at his/her last known address that he/she has lost seniority and employment has been terminated.

Section 4. The Employee does not return to work when recalled from layoffs as set forth in the recall procedure.

Section 5. Failure to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or its approved continuance or the leave of absence will be treated in the same manner as Section 3 above.

Section 6. The Employee retires or dies.

Section 7. The Employee is laid off for twenty-four months or more.

Article 7. Layoff Definitions

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

Section 2. If it becomes necessary for a layoff, temporary and probationary employees will be laid off first in their inverse order of their hire date. Thereafter, employees in the bargaining unit will be laid off in inverse order of seniority.

Section 3. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notice of the layoff. The Lodge Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 4. In case of a layoff of full-time employees, and it is necessary to use part-time employees, laid off full-time employees shall be offered part-time employment first. New or additional part-time employees shall not be hired during the period a full-time employee(s) is laid off.

Article 8. Recall Procedure

Section 1. When the work is increased after a layoff, employees will be recalled according to their seniority with the last person laid off being the first person recalled.

Section 2. Notice of recall shall be sent to the employee at his/her last known address by certified mail.

Section 3. If an employee fails to contact the Chief of Police within three days of receipt of said notice of recall, he or she will be considered a voluntary quit.

Article 9. Lodge Bargaining Committee

Section 1. The bargaining committee of the Lodge will include not more than two (2) employees of the Employer and not more than one (1) non-employee representative of the Lodge. Prior to any negotiation meetings between the Employer and the Lodge, the Lodge will furnish the names of all members of the bargaining committee to the Employer.

Section 2. There will be no discrimination against any employee because of his Lodge affiliation or his duties as a member of the bargaining committee.

Section 3. In the event that negotiation meetings are held at a time when an employee representative would normally be on duty, said employee will be paid at his regular hourly rate but only for those hours that he would normally have been working.

Article 10. Meetings

Section 1. During the term of this Agreement special meetings between the Employer and the Lodge may be held at any time both parties agree. Such request must specify the items to be discussed and no other business except that set forth in the request, may be discussed.

Article 11. Representatives

Section 1. One (1) of the two (2) employee representatives on the bargaining committee shall be designated by the Lodge to act as Chief Steward for the purpose of processing grievances. All other matters will be taken care of by the full bargaining committee.

Section 2. In the event that it becomes necessary for the Chief Steward to process a grievance on what would be normal duty time, he

shall be paid at his regular rate for that time just as though he was working, provided, however, such time spent must be kept at a minimum and be reasonable.

Article 12. Grievance Procedure

Definition of Grievance.

A grievance is defined as a disagreement arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

A. Grievance Procedure - Step One

The grievance shall first be presented orally to the immediate supervisor within seven (7) working days of the occurrence of the conditions giving rise to the grievance or within seven (7) working days of the date the employee or employees should have reasonably become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered grievable under this Agreement. If the oral answer of the supervisor is unsatisfactory, then the grievance must be submitted in writing to the Chief of Police or his designee within seven (7) days of the oral answer.

The grievance shall be submitted on forms provided by the Lodge, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police or his designee shall sign and date a copy which shall be returned to the grievant and the Chief Steward or alternate steward. A meeting shall be held if requested by either party.

The Chief of Police or his designee shall provide a written answer to the grievant, and/or the Chief Steward or alternate steward within five (5) working days.

In the event the written answer of the Chief of Police or his designee representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure. Any grievance not appealed within five (5) working days after such answer shall be considered as dropped by the Lodge.

B. Grievance Procedure - Step Two

If the grievant is not satisfied with the disposition of the Grievance at Step One, the Grievant may appeal in writing to the City Manager.

Within ten (10) working days of receipt of the grievance, the City Manager shall hold a hearing with the Grievant and the Lodge in an attempt to resolve the alleged grievance. Only

persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or alternate steward and/or a Lodge representative or a National Representative. Representation of the Employer and the Lodge shall not exceed two (2) each, not including the Grievant. If the Grievance affects more than one (1) employee the Lodge shall designate the employee as representative of the group.

Within seven (7) working days following the conclusion of hearing(s), the City Manager or his designee shall provide the Grievant and the Chief Steward or alternate steward a written disposition of the grievance.

Any grievance not appealed within ten (10) working days after such answer shall be considered dropped by the Lodge.

C. Grievance Procedure - Step Three

After the completion of Step 2 and prior to invoking or submitting a grievance to arbitration, either party may request the use of a State Mediator to assist in the resolution and settling of a grievance. If the non-requesting party also agrees to use the State Mediator to assist in resolving and settling the grievance, the State Mediator will be brought to assist the parties in resolving the grievance; if the non-requesting party does not agree to its use, this step and procedure will not be used. The State Mediator may make recommendations to the parties to assist in resolving the grievance; his recommendation will not be binding unless both parties agree to settle the grievance based upon the State Mediator's recommendation(s).

D. Grievance Procedure - Step Four

In the event of an unsatisfactory decision, the Lodge representative may submit the grievance to arbitration within ten (10) working days following the conclusion of the Step Two answer. Written notice to the employer shall constitute a request for arbitration.

The Employer and the Lodge shall meet within seven (7) working days after the notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested to submit a panel of Arbitrators consisting of seven (7) names. The parties shall then meet and alternately strike one name at a time from the list until only one name remains. That person shall automatically become the Arbitrator who will hear the dispute. The right to strike a name first will be agreed on by the parties.

The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrators shall be

requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument and submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any court or competent jurisdiction.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Lodge, provided that each party will be responsible for their own attorney fees and costs.

- E. The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms of this Agreement. Any findings by the arbitrator must derive its essence and be based upon specific and express terms of the collective bargaining agreement and any findings of fact or determinations to the contrary are a nullity and of no force and effect. While the arbitrator has the right to modify a penalty, he shall not substitute his judgment for that of the Employer unless the Employer has acted in an arbitrary or capricious manner.

F. Restitution/Reinstatement

Should a settlement between the parties be agreed upon at any step of the grievance procedure or should arbitrator's opinion and award conclude the aggrieved employee was unjustly discharged, demoted, or suspended without just cause, in either event it is the terms of the parties settlement or the arbitrator's award that is determinative of the grievant's rights and will be implemented. An arbitrator's award is final and binding upon the parties. In the event an employee is reinstated with back pay, the Employer is entitled to a set off of all interim earnings including unemployment benefits, worker's compensation benefit, employment or self-employment earnings or loss of time benefits. A decision or settlement may be made to reinstate the employee without back compensation.

G. General Provisions

Timeliness is of the essence and failure of the Grievant to appeal the decision within the specified time limits at any step shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the employer fails to render a decision on a grievance within the specified time limits.

Steps of the grievance procedure may be waived upon written consent of the parties. The Grievant may withdraw a grievance at any step of the procedure, the grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

The Employer and the Grievant may adjust a grievance without the involvement of the Lodge, provided the adjustment is not contrary to any of the provisions of this Agreement. Further providing the union steward is notified of the adjustment.

Article 13. Discharge and Discipline

Section 1. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

Section 2. Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or alternate steward of the discharge or discipline.

Section 3. Upon request, the Employer or his designated representative, may discuss the discharge or discipline with the Employee and his Chief Steward or alternate steward.

Section 4. Appeal of Discharge or Discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure at Step 2 provided, however, the discharge or discipline of a probationary employee is not subject to the grievance procedure.

Section 5. Use of Past Record. In imposing any discipline on a current charge, the employer will not take into account any prior infraction(s) which occurred more than one year previously, provided that like offenses committed by the employee are exempt from this provision, or impose a discipline on any employee for mistakes on his employment application specifically exempting therefrom any misinformation regarding his physical or mental health or the existence of any record of conviction for any offense. Prior to imposition of a suspension of one or more days that employer will review the employee's past written discipline.

Article 14. Wages and Salaries

Section 1. Classification Wage Scale

(a) General Wage Increase - Dispatchers Contract

| | |
|--------|----|
| 7/1/89 | 4% |
| 7/1/90 | 4% |
| 7/1/91 | 4% |

(b) The salaries of existing employees, Loretta Morrow and Marcia Wise will be contained in a separate addendum to the Dispatchers' Contract. The wage rates of the two existing dispatchers are red circled rates and once they quit, retire

or otherwise no longer are employed, their rates and salary will no longer be operative.

(c) Wage Scale Dispatcher/Secretary

| | 7/1/89 to 6/30/90 | 7/1/90 to 6/30/91 | 7/1/91 to 6/30/91 |
|----------|----------------------|----------------------|----------------------|
| Hire | \$12,500.00 | \$12,750.00 | \$13,000.00 |
| 1st year | | 13,200.00 | 13,900.00 |
| 2nd year | | | 15,000.00 |
| 3rd year | | | 16,000.00 |
| 4th year | | | 17,000.00 |
| 5th year | | | 18,024.00 |

Section 2. The employee's annual earnings are comprised of the base classification rate based upon the years of service plus past cost of living allowed added to the employee's base rate.

Section 3. Longevity

A longevity plan commences on the completion of the seventh (7th) year. Said employee will be paid 1% of his/her base salary. Upon the completion of 10 years, said employee shall be paid 2% of his/her base salary. Upon the completion of 15 years, said employee shall be paid 3% of his/her base salary. To be figured into the employee's base rate at the beginning of the fiscal year.

Article 15. Work Day, Pay Period, Court Time, Call-In Time

Section 1. Employee work day shall consist of eight (8) hours in a work day or eighty (80) hours in a pay period. All additional hours shall be paid at the rate of one and one-half (1 1/2) times his regular rate.

Section 2. Court Time: All employees who are required to appear in court or under subpoena or at an implied consent hearing during their non-regularly scheduled work schedule will be paid at one and one half (1 1/2) times their hourly rate for attending court or the implied consent hearing with a minimum of four hours pay if they appear at Central District Court or Circuit Court or an implied consent hearing, Liquor Control Commission Hearing and Depositions (job related) and a minimum of two hours if they appear in 67th District Court, Davison.

Any employee who is issued a subpoena shall have it signed by the court and return it to the Police Department. All employees shall fill out a Court Daily if they appear in court or at an implied consent hearing.

Section 3. Call In

Employees called back to work during their normal off-duty hours shall be paid at the rate of one and one half (1 1/2) times their regular rate for a minimum of two (2) hours, with approval from the Chief of Police or in his absence, his designee.

Section 4. FLSA - Fair Labor Standards Act of April 15, 1986
The work period for the City of Davison Police Department shall consist of 28 consecutive 24 hour days. The work week for the City of Davison Police Department shall begin at 6:00 a.m. on Sunday and end at 6:00 a.m. on the following Sunday. The work schedule for the City of Davison Police Department shall be seven (7) days on, two (2) days off: Six (6) days on, two (2) days off; Seven (7) days on, Four (4) days off; or variations thereof.

Article 16. Holidays and Holiday Pay

Section 1. Holidays for which employees shall be paid full or half holiday pay:

Full Holidays: New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, Birthday, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, Easter

Half Holidays: Good Friday

Section 2. If an employee works on any of the specified holidays he shall be compensated at one and one half (1 1/2) times his regular rate of pay. Payment shall be made in the pay period which the holiday falls.

Article 17. Loss of Time Insurance

Section 1. The employer shall furnish and pay the premium on a disability program for employees at the rate of 75% for the first thirteen (13) weeks of disability and at a rate of 60% of the base rate for an additional thirteen (13) weeks, if said employee is unable to perform his/her duties as a dispatcher/secretary. The employee is covered on the first (1st) day of a non-work related accident and the eighth (8th) day of an illness. The percent of gross weekly pay is determined by the current year salary as of July 1 of each year.

The employer agrees to pay an employee on sick leave his/her seventy-five percent (75%) of their gross weekly pay during the period of time the employee is entitled to receive sick-leave benefits and require the employee to endorse the checks to the employer.

The employer reserves the right to select the carrier for the loss of time insurance provided that a comparable level of benefits is maintained.

Article 18. Vacations

Section 1. Effective January 1, 1987, all bargaining unit employees will earn paid vacations as follows:

1 year seniority - 10 days
5 years seniority - 15 days
10 years seniority - 20 days

15 years seniority - 22 days
20 years seniority - 25 days

An employee earns his vacation entitlement on the employee's anniversary date of employment.

Section 2. The employees will be permitted to carry over up to forty (40) hours of vacation from year to year. In the event the employee was scheduled and entitled to receive a paid vacation and is unable to take the vacation because of scheduling requirements through no fault of the employee, the City agrees to allow the employee to carry over to the following year the unused scheduled vacation, even though it may cause the employee to carry over more than forty (40) hours.

Section 3. Seniority will govern the choice of vacation period subject to reasonable scheduling requirements of the Davison Police Department, provided however, the senior employee makes his choice of vacation period before the end of the scheduling period.

Section 4. In the event an employee becomes injured or ill prior to the taking of his or her vacation and is under the care of a licensed physician, the employee's vacation time will be rescheduled for later in the year. In the event the incapacity continues through the entire year, the employee will be allowed to carry over the unused vacation in the following year, even though more than forty (40) hours of vacation are carried over.

Section 5. If a regular pay day falls during an employee's vacation, he may receive that pay check, in advance, before going on vacation.

Section 6. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any scheduled benefits provided for in this Agreement.

Section 7. If an employee is required to reschedule his vacation subsequent to approval authorized by Section 3 (above), then the provisions of said Section 3 will not apply.

Article 19. Funeral Leave

Section 1. An employee shall be allowed up to three (3) working days, plus travel time of up to one day each way, as funeral leave days, not to be deducted from any other type of leave, for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandfather, Grandmother, Grandchildren, or member of the employee's immediate household for express purposes of arrangements and attendance at a funeral. Employees shall be allowed the time necessary to attend a funeral of

a relative, not to exceed one (1) day. Definition of a relative: Aunt, Uncle, Niece, Nephew, Brother-In-Law, Sister-In-Law.

Article 20. Paid Leaves

Section 1. Personal Leave

All employees will be allowed up to three (3) personal days each year.

Section 2. The use of paid personal leave time may not be requested in increments of less than eight (8) hours, nor more than sixteen (16) consecutive hours.

Section 3. Sick Leave

Each employee shall be allowed twelve (12) sick days per year. An employee shall be paid for unused sick days at the end of each calendar year, up to a maximum of six (6) days.

Section 4. If such leave continues three (3) or more working days, a doctor's certificate may be required indicating the employee has been under his care and is able to resume working. And, further, that an employee on leave for sickness is to contact his immediate supervisor daily and/or advise of type of illness and expected length of absence.

Article 21. Educational Leave

If an employee, upon approval of the Chief, or his designee, attends college and take police-related courses, the City agrees to reimburse the employee upon proof of completion of the course and of proof of obtaining a grade of "C" or better and provided that it does not interfere with the employee's normal work schedule.

Article 22. Hospitalization and Life Insurance

Section 1. The employer agrees to continue paying the full premium of the existing term life insurance plan and of the present health insurance program, including dental insurance, vision plan, and emergency room coverage. The employer reserves the right to select life insurance and health insurance carriers provided that the employer agrees to maintain comparable coverage from any carrier that it selects.

The Employer agrees to provide the same dental program and coverage as provided the Department of Public Works bargaining unit employees. The coverage provides: Class I - 100%; Class II - 75%; Class III - 75% (yearly maximum \$1,000 per member; Class IV - 50% (lifetime maximum \$1,000.00 per member).

Section 2. The employer agrees to continue paying the employee's health, hospitalization, and life insurance benefits for the number of weeks set forth below during the following:

| | |
|----------------------|----------|
| Workers Compensation | 40 weeks |
| Sick Leave | 26 weeks |
| Lay Off | 13 weeks |

At the conclusion of the number of weeks set forth above, the employee may continue to purchase on his/her expense, the above mentioned insurance through the City's carrier.

Article 23. Retirement

Section 1. The employer agrees to continue in effect its existing retirement program. The employer agrees to bear the cost of the existing retirement program. The employer reserves the right to select the carrier provided that the employer agrees to maintain a comparable retirement program from any carrier it selects.

The Employer and Union agree to the formation of a joint committee comprised of the Employer designees and the Union and its designees including a dispatcher during the term of this contract to study the feasibility of improving the dispatchers' pension program.

Section 2. On normal or disability retirement, the Employer shall furnish and pay the premium on current hospitalization insurance in effect at that time or as improved for employee and qualified family members.

Section 3. Pre-retirement Death Benefit Insurance. The employer shall furnish and pay the premium on a pre-retirement death benefit insurance policy based on 100 times the projected retirement benefit.

Section 4. The employer agrees to allow the employee to contribute to the Pension Plan.

Article 24. Supplemental Employment

Section 1. Employees may engage in supplemental employment if they so desire, provided however, that the following rules regarding such employment are complied with:

- A. Requests for permission to engage in supplemental employment shall be submitted to the Chief of Police in writing, stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without the prior approval of the Chief of Police, and such permission may be revoked by the Chief of Police.
- B. Hours to be worked on supplemental employment shall be limited not more than six (6) hours on duty day and not more than ten (10) hours on any off duty day.
- C. It is understood and agreed that the first obligation of the employees is to the employer and supplemental employment shall in no way conflict with regular assigned duties.

Article 25. Waiver

Section 1. The parties agree that all conditions of employment relating to wages, hours of work, working conditions and other terms and conditions of employment are contained in this agreement as expressly stated. The parties further agree each has had an opportunity to bargain over and have in effect bargained over all wages, hours of work, conditions of employment and other terms and conditions of employment and this Agreement encompasses the parties sole entire agreement and supersedes any practices, verbal or written, between the employer and its employees and/or union not included within this Agreement.

Article 26. Replacement of Damaged or Destroyed Personal Property

Section 1. The employer agrees to repair or replace any damaged or destroyed personal property, provided however, such damage or loss was incurred in the line of duty provided that the employer agrees to repair or replace damaged jewelry in the amount of the purchase price if less than \$50.00, but no greater than \$50.00.

Section 2. The burden of proof of such damage must be carried by the employee. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Chief of Police.

Article 27. Worker's Compensation

Section 1. Each employee shall be covered by applicable Michigan Workers Compensation Laws and as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report that injury immediately to his or her supervisor. If necessary, said employee shall report to a physician.

Section 2. In the event an employee is injured or becomes ill and it arises from or occurs in the course of their employment and during the first twenty-six (26) week period of time that employee is entitled to worker's compensation benefits, the employee shall also receive supplemental compensation from the employer. The supplemental compensation will be determined by subtracting the employee's worker's compensation benefits from the employers normal net take home pay; the supplemental compensation will equal 100% of the difference between the employee's worker's compensation benefits from the employee's normal take home pay.

The employer shall pay the employee on worker's compensation his net take home pay during the period of time the employee is entitled to receive supplemental compensation benefits and require the employee to endorse the worker's compensation checks to the employer.

Section 3. Supplemental compensation shall be continued for a maximum of twenty six (26) weeks, after which time any request for an extension shall be referred to the City Manager for review and decision.

Article 28. Bulletin Boards

Section 1. The employer shall provide space on bulletin boards at the Davison Police Department for the posting of notices, information, etc. by the Lodge and provide the Chief of Police a copy of the notice before posting.

Article 29. Validity

Section 1. In the event that any section or article of this Agreement shall be declared invalid or illegal, such declarations shall in no way affect the validity or legality of the other sections or articles.

Article 30. Use of Part-Time Dispatcher/Secretaries

Section 1. The employer agrees that part-time Dispatcher/Secretaries shall not be used to erode the bargaining unit work force, but may be used for special events, emergency scheduling, and vacation periods, if necessary.

Article 31. Unit Employee Rights

Section 1. Provision for Legal Counsel

Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence and/or acts of the employee in the performance of his duties and while in the course of his employment and while acting within the scope of his authority, the employer will pay for, engage in, or furnish the services of an attorney to advise the employee as to the claim, to appear for, and to represent the employee in the action provided that exempt from application of this provision is any conduct or action of an employee who is under the influence of intoxicants or illegal drugs.

Section 2. The employer may compromise, settle and pay such a claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the officer, pay, settle, or compromise the judgment. Provided that exempt from applications of this provision is any conduct or action of an employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent employees in any particular matter and allow the individual employee to object to the selection if he has cause to do so.

Article 32. Training

Section 1. Any mandated or required training program that an employee is required to attend by the Chief, the employee shall be compensated at his/her normal daily rate. If this falls on a pass

day(s) they will be rescheduled. All actual expenses shall be paid by the City of Davison.

Article 33. Yearly Computation of Benefits

Computation of benefits each calendar year shall be furnished for the employees.

- A. Pre-retirement Death Benefit
- B. Pension
- C. Life Insurance

Article 34. Leaves for Conference

Section 1. Leave with pay for up to two (2) days shall be granted one (1) employee to attend the Annual Fraternal Order of Police Labor Council Conference each year.

Article 35. Duration

This Agreement shall be effective on and after July 1, 1989 and continue in full force and effect through June 30, 1992.

This Agreement shall remain in full force and be effective during negotiations between the parties to the date of expiration of this existing Agreement, providing however, the existing Agreement may be extended beyond its expiration date upon mutual agreement in writing by both parties.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing ninety (90) days prior to its expiration of their desire to negotiate the wages and other working conditions.

In witness Whereof, the parties hereto have set their hands this

5th day of July, 1990.

Dennis D. Ryan
Dennis D. Ryan, Mayor

Eugene Earns
Eugene Earns, F.O.P. Rep.

Catherine E. DiMaggio
Catherine E. DiMaggio, Clerk

Barry L. Burghdorf
Barry L. Burghdorf, F.O.P. Rep.

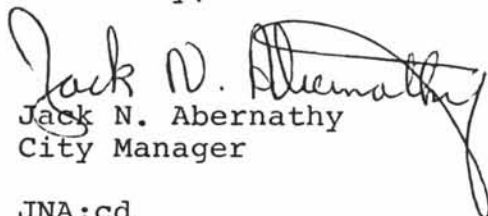
Hiram S. Grossman
Hiram S. Grossman, Attorney

Marcia L. Wise
Marcia L. Wise

Richard Ziegler
Richard Ziegler, F.O.P. Rep.


Trusting this accurately reflects the understandings and agreement relative to the wages of existing dispatchers Loretta Morrow and Marcia Wise and how they will be dealt with in the future.

Sincerely,


Jack N. Abernathy
City Manager

JNA:cd

The above conforms to my understanding of the Dispatcher Agreement.


Richard Ziegler, Staff Representative
Fraternal Order of Police


Marcia L. Wise
CITY OF DAVISON