

6/30/92

CITY OF DAVISON  
AND  
FRATERNAL ORDER OF POLICE CONTRACT  
(SERGEANT)

*Davison, City of*

July 1, 1989 through June 30, 1992

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RELATIONS LIBRARY

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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 Genesee County Lodge No. 145, Fraternal Order of Police, a Member of the Fraternal Order of Police, State Lodge of Michigan, 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. Pursuant to the Certification and Tally of Authorization of Interest Form results and the Voluntary Recognition Agreement executed by the parties on January 9, 1980, the Employer recognizes the Lodge as the exclusive collective 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 supervisory police officers rank of sergeant and above employed by the City of Davison but excluding therefrom the Police Chief and all police officers below the rank of sergeant.

### Article 2. Residency

Section 1. The employer agrees its bargaining unit employees to reside beyond the Corporate City Limits, but in the following described areas: North to Francis Road, South to Maple Road, West to Belsay Road, and East to Elba Road, on either side of the road.

### Article 3. 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 4. 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 5. Lodge Security

Section 1. On and after the 31st day following the beginning of 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 Lodge 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 or charitable contribution in lieu of the service fee in the first pay of the month and the other half from the second 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 6. 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 7. 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 layoff 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 8. 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 the event of a reduction in staff and/or force so that classification and position of sergeant is eliminated or reduced, any supervisory officer so situated may, if the officer so elects, return to a non-supervisory police officer unit in accordance with the supervisory officers overall seniority provided that supervisory officers seniority permits, or if the work force is increased said employees shall be returned to his/her former rank.

#### Article 9. 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, providing said employee maintains M.L.E.T.O.C.

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 10. 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 11. 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 12. 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 13. 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 Chief of Police 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.

##### B. Grievance Procedure - Step Two

If the oral answer of the Chief of Police is unsatisfactory, then the grievance must be submitted in writing to the City Manager or his designee within seven (7) working days of the oral answer. The City Manager, within ten (10) working days receipt of the grievance, 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 one (1) 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 and 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. Saturday, Sunday and Holidays shall be excluded from the grievance procedure.

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 14. 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 the suspension of one or more days that employer will review the employee's past written discipline.

Article 15. Wages and Salaries

		<u>Salary</u>
7/1/89 - 6/30/90	4%	\$32,432.00
7/1/90 - 6/30/91	4%	33,729.00
7/1/91 - 6/30/92	4%	35,078.00

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 plus current cost of living allowance.

Section 3. Effective July 1, 1986/87 all employees will receive their classification base rate based upon years of service; the employees years of service will be determined July 1 of each year to the number of years closest to their hiring date for purpose of pay only. Any employee hired after April 1st of any calendar year will not receive a step advancement until July 1st of the fiscal year following his first anniversary date of employment; the employee will receive any negotiated rate increase in the hiring rate.

Section 4. The parties agree that the City may hire a police officer with prior police experience and pay the officer at the one (1) year rate. The employee will then be on probation during the first year of employment. After the employee has completed his first year, the employee will advance year by year until the employee is at the top of the scale. This provision shall not affect the employee's seniority for purposes of retirement, vacation and for lay-off and recall.

Section 5. Longevity

A Longevity plan will commence on July 1, 1986. Said employee will be paid 3% of his base salary, to be figured into the employees base rate at the beginning of the fiscal year.

Article 16. 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.

Article 17. Holidays and Holiday Pay

Section 1.

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. Employees shall be paid eight hours at their regular rate of pay for each of the specified holidays whether he works on

those days or not. Payment shall be in the pay period which the holiday falls.

Section 3. 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. (The pay in this section shall be made in addition to pay listed in Section 2 of this Article.)

Article 18. Loss of Time Insurance (Combination Short Term and Long Term Disability)

For the first 90 days after disability, illness or injury, the employee shall be covered by a short-term disability insurance program. Benefits provided are 75% of employees gross wages. Thereafter, the employee shall be covered under a long-term disability for up to five (5) years. During the first year of long-term disability coverage, the employee will receive 75% of his gross wages. Thereafter, the employee will receive 60% of his gross wages for the balance of the time he is on long-term disability up to the next four (4) years. The employee is covered on the first day of a non-work related accident and the 8th day of a non-work related illness.

In the event the long term disability insurance carrier does not pay the injured or ill bargaining unit employee's claim because it is determined by the insurance carrier that it was covered and included in the waiver the employee signed excluding pre-existing conditions, the employer, City of Davison, will cover and provide long term illness or insurance protection coverage and pay the employee to the extent and for the duration provided in paragraph 1 above.

The employer agrees to pay an employee on sick leave his/her sick leave benefit (appropriate percentage entitlement set forth above) 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 19. Vacations

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

1 year seniority - 10 days	15 years seniority - 22 days
5 years seniority - 15 days	20 years seniority - 25 days
10 years seniority - 20 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 120 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 one hundred-twenty 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 120 hours of vacation are carried over.

Section 5. If a regular payday 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 20. 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 21. Paid Leaves

##### Section 1. Personal Leave

All employees will be allowed up to five (5) 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, providing said employee has twenty days in the bank. Employee shall be paid at his base rate of pay for 50% of the remaining days. Employee shall be paid at his base rate of pay for all accumulated sick leave days on normal retirement, and/or disability retirement. Maximum accumulation is twenty (20) days.

Section 4. In the event of sickness such leave may be used in whole or part provided however, 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 22. 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 23. 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.

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 leaves:

Workers Compensation	40 weeks
Sick Leave	104 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.

Section 3. The City 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).

#### Article 24. 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 retirement multiplier shall be increased to 2.0 effective 7-1-91; the retirement multiplier for the duration of this contract is as follows:

7/1/89	1.65 multiplier
7/1/90	1.65 multiplier
7/1/91	2.0 multiplier

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.

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. Amended Disability Retirement Clause:

NOW, THEREFORE, the Plan is hereby amended as follows:

(a) Section 3.05 is hereby amended to the extent same is inconsistent with said Section to provide as follows:

If a participant becomes totally and permanently disabled pursuant to Section 3.05 (a) (1) prior to retirement or separation from service, then said disabled participant shall be 100% vested in his Accrued Benefit and shall be entitled to receive the present value of his Accrued Benefit. As of the first day of the month coincident with or next following the event of a participant's total and permanent disability, the administrator shall direct the trustee to commence payment of the benefits payable hereunder.

(b) Sections 3.05 (a) (1) and (2) are hereby amended to provide as follows:

(1) Total and permanent disability means a physical or mental condition of a participant resulting from bodily injury, disease or mental disorder which renders him incapable of continuing his usual and customary employment with the employer. The disability of a participant shall be determined by a licensed physician chosen by the administrator. The determination shall be applied uniformly to all participants.

Section 4. 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 5. Contributing to Pension/No Vestment Required: The employer agrees to allow the employee to contribute to the Pension Plan, with no vestment required.

Article 25. Uniforms

Section 1. The employer shall provide for the repair, cleaning and supplying of uniforms.

Article 26. 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 employee is to the employer and supplemental employment shall in no way conflict with regular assigned duties.

Article 27. 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 28. 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 29. 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 30. 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 31. Humanitarian Clause

Section 1. Should any employee, covered by this Agreement, become physically handicapped, temporarily, to the extent that the employee cannot perform his or her regular position, the Chief of Police, or his designee shall make every effort to place the employee in a position he or she is physically able to perform.

#### Article 32. 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 33. 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 officer 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 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. If distance one way is over 100 miles, three (3) days may be granted with the Chief's approval.

### Article 35. 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 36. Motivation and Fitness Program

The purpose of this program is to provide a total medical, physical, and psychological program for each officer so that he/she can perform

his/her duties at the highest possible level with the absence of illness or abnormalities.

1. Medical

The program will consist of four components:

- A. Each employee will have a yearly physical examination by a medical doctor of the city's choosing.
- B. The City will pay for any additional costs involved in the examination over and above reimbursement by Blue Cross.
- C. Officer will be provided opportunity to correct any deficiency within a reasonable amount of time.
- D. Information will become a medical data base and is confidential information between doctor and employee, unless the employee cannot perform his/her duties.

2. Psychological

- A. Each employee to be evaluated annually by a psychologist or psychiatrist, chosen by the City.
- B. Results of the evaluation to be confidential between the doctor and the employee, unless the officer cannot perform his/her duties.
- C. Psychologist is to be available throughout the year for each employee for counseling, either voluntary or as referred to by the Chief of Police.

3. Physical Dexterity Program

- A. A voluntary program for all police officers of the department.
- B. City to pay for membership to the Davison Raquetball Club and the Nautilus Program for each officer.
- C. Each participant will be given specific programs, outlined for them as an individual, based on their physical condition, as determined by the physical examination and age.
- D. A testing program will be done every six months.
- E. The standards for the physical dexterity test will comply with Standards set by the committee.
- F. If an employee does not successfully pass the examination, he/she would be given thirty (3) days to correct any deficiencies.

- G. If the employee does not pass the test, no disciplinary action will be taken.
- H. If the employee does not pass in two testings within the membership year, he will be eliminated from the program.
- I. If the employee is eliminated from the program and desires to be allowed back into the program, he will be required to pass the test on the next testing date.
- J. An employee passing the test will be given one (1) personal day for passing the test. That day must be used before the next testing date.
- K. Testing will be done in the first week of April and the first week of October of each year.
- L. Proficiency Level - Exercises

Category	Pull-Up	Push-Up	Sit-Up	Mile Run
Bronze	5	15/60 sec.	30/90 sec.	Less than 9 min.
Silver	8	30/90 sec.	50/120 sec.	Less than 8 min.
Gold	10	50/120 sec.	70/150 sec.	Less Than 7 min.

The following is a description of the test items:

Pull-ups are to be performed on a bar 1 1/2 to 2 inches in diameter, positioned such that the performer's feet do not touch the floor when hanging from the bar. Pull-ups are to be performed in a continuous manner (constant arm motion without stopping to rest: without releasing the bar) starting from the down position with arms fully extended, palms in or out, to an up position where the chin is brought above the level of the bar. This must be accomplished without undue swinging of the body and without flexing at the hip or kicking.

Push-ups are to be performed in the front leaning rest position, with hands placed on the floor under and slightly outside of the shoulders. The entire body must be lowered and raised as a straight, rigid unit; the chest contacting the floor in the down position, and the arms fully extended in the up position. Only the front leaning rest position may be used for resting if necessary within the stated time interval.

Bent knee sit-ups are to be performed by lying on the back, placing the toes under a restraining device, lacing the fingers behind the neck or head, and bending the knees at an angle of 90 degrees or less. The performer then sits up so that both elbows touch the knees and returns to the floor so that both shoulders touch the floor.

The mile run will be performed by taking a standing start position behind a starting line and, at the signal of the tester, running continuously without stopping through a one-mile course for time.

The seated stretch is to be performed by sitting on the floor with legs together and knees straight, stretching forward as far as possible; fingertips extending toward heels. Seated stretch must be within six inches of heels. This position must be held for five seconds. The distance from fingertips to heels will then be measured. This test will not be used as a disqualifier.

In addition to the above test, swimming will be inserted where it is physically impossible for the employee to run and will also be used for a make-up under certain conditions. The committee is to determine this upon request and evidence from the officer. This will be done by a percentage, however, at this time we have not been able to contact an expert in the field who can assist us in making the percentage determination or the length of time that should be used in the swimming portion.

Article 37. 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

Sgt. Robert Ross

Sgt. Robert Ross, F.O.P. Rep.

Catherine E. DiMaggio

Catherine E. DiMaggio, Clerk

Richard Ziegler

Richard Ziegler, F.O.P. Rep.

Hiram S. Grossman

Hiram S. Grossman, Attorney