

6/30/91
OFFICE

AGREEMENT
between
CITY OF FLAT ROCK
and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 1989 through June 30, 1991

Flat Rock City

ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT is entered into this ___ day of _____, 198_ between the City of Flat Rock, hereinafter referred to as the "Employer", and the Police Officers Association of Michigan, (POAM); hereinafter referred to as the "Union".

ARTICLE II
RECOGNITION

2.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the bargaining unit as described herein:

Group A - All Lieutenants

Group B - All other full-time employees of the Flat Rock Police Department

for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes the Chief and Deputy Chief.

ARTICLE III
PURPOSE AND INTENT

3.1: The purpose of this Agreement is to promote harmonious relations between the City and the Union in the best interests of the community, by establishing minimum standards of working conditions for the officers of the City's Police Department.

ARTICLE IV
DUES DEDUCTION AND AGENCY SHOP

4.1: The City will deduct from the wages due officers covered by this Agreement, upon signed authorization by individual officers, membership dues or service fees (including initiation fees, dues and assessments) as certified by the Union Membership. Dues or service fees shall be in equal dollar amounts for all employees and shall be deducted from the employee's last pay check each month and forwarded to the Flat Rock Police Officers Association authorized treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

4.2: Any employee who is not a member of the Union and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly required of its members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be discharged by the Employer if so requested in writing by the Union. The Union agrees to indemnify and save the Employer harmless against any claims, suits, or other forms of liability that may arise out of or by reason of the Employer's compliance with the Union request for such discharge.

ARTICLE V
UNION RESPONSIBILITIES AND RIGHTS

5.1: The President of the Association or in his absence, another officer of the Association, shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances, administration, and enforcement of the agreement, provided that the officer shall request permission from the Chief, Deputy Chief or his designee. Permission shall be freely given and not unduly withheld except when the efficient operation of the department would be curtailed. In no event will permission be withheld more than twenty-four (24) hours, except in emergencies. The internal business of the Union shall be conducted during the non-duty hours of the employees involved.

5.2: The Association shall be provided a suitable bulletin board in the Police Department squad room for posting notices or other materials relevant to the Association's business and the City shall not interfere with the Association's use thereof.

5.3: All officers shall have the right to be represented by the President, or in his absence any officer of the Association, at all disciplinary conferences or procedures, except that the City has the right to take disciplinary action immediately in emergency situations.

5.4: The parties hereto mutually recognize that the services performed by the Employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that it shall not cause any interruption of these services, for any reason whatsoever, by the employees it represents, nor shall the Union cause any concerted failure by them to report for duty, absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that

there shall be no strikes or any other acts that interfere in any manner or to any degree with the services of the City. On the contrary, the Union will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown, or other interruption of work. The City shall have the right in its sole discretion to discipline up to and including discharge any employee who instigates, participates in, or gives leadership to any activity prohibited herein, provided that an employee who has been disciplined or discharged pursuant to this section may have recourse to the grievance procedure with respect to the question of whether he actually engaged in such misconduct. An employee shall have the right to legal counsel in all such proceedings at the employee's or Union's expense.

5.5: Upon notification by the Employer, the Union agrees to take reasonable effective action to secure the member's return to work or remedy the other prohibited acts set forth in Section IV.

5.6: The Association may hold meetings within the police department, but such meetings shall not disrupt the duties of the employees or the efficient operation of the department. At least one (1) two (2) man squad car will remain in service.

ARTICLE VI
EMPLOYEES' RIGHTS

6.1: When an officer is charged with an alleged misconduct, he shall not be required to answer the alleged charge verbally, or in writing, except of his own choosing or on advice of counsel. When the alleged charge is unfounded or the officer is not guilty and no disciplinary action is taken, no record of the alleged misconduct shall be kept in the officer's personnel work file. If the charge is dropped, all written records of the alleged charge shall not be a permanent part of the officer's personnel file. If the alleged charges are found to be unfounded, no record of the charge shall be kept in the officer's personnel file without the officer's consent.

6.2: If at any time, a member is answering to an allegation(s) which may result in criminal charges being filed against him/her, the Union member shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.

6.3: At no time shall any member of the Union be required to take a polygraph test to prove or disprove any allegation(s) made against him, nor shall a member be required to stand in any lineups.

6.4: The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Union have set. No restriction is placed upon the freedom of employees to use their own time or other activities insofar as it does not interfere with the satisfactory performance of their police duties.

6.5: Any discussion or conversations occurring between a Union representative and any member who has been charged with a violation of the Rules and Regulations or charged with any contract violations, shall be privileged to the extent that the Association officer shall not be called to testify as to said conversations in any arbitration or civil service hearing.

ARTICLE VII
MANAGEMENT'S RIGHTS

7.1: Except as limited by the terms of this Agreement, all rights to manage, direct and supervise are vested solely and exclusively in the City. These rights include, but are not limited to, the right to manage its operations generally, to decide the number and location of facilities, to select and direct the working force, to decide the number of employees, to schedule and assign employees, to maintain order and efficiency, to hire, layoff, assign, transfer and promote employees, to discharge or discipline for just cause, to determine the qualifications of employees, to determine and redetermine job content, to determine the starting and quitting time, to make reasonable rules and regulations in order to maintain order, safety, discipline and/or the effective operation of the City, and after notifying and affording the Association an opportunity to discuss the rules and regulations in advance of their promulgation, to require compliance therewith by the employees. It is understood that any dispute concerning the reasonableness of any rule or regulation is subject to the grievance procedure.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Grievance - Definition thereof: A grievance is a complaint by an employee or by a representative of the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

- A. The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

- B. Every employee covered by this Agreement shall have the right to present grievances in accordance with the following procedures.
- C. Grievances affecting three (3) or more employees may be treated as a policy grievance and entered at the second step of the grievance procedure.
- D. Any grievance regarding discharge or other disciplinary action shall be filed within ten (10) days of such action at the third (3) step of the grievance procedure. It is understood that ten (10) days begin after written notice of any such action outlining the reasons for such action.
- E. Each party shall process grievances within time limits.

Step 1. Informal Conference - The employee and his President/representative may take the grievance to the Chief with the objective of resolving the matter informally within ten (10) working days of the occurrence of the facts or event upon which the grievance is based or within ten (10) working days of the date on which the aggrieved officer reasonably should have known of such facts or event.

Step 2. If the matter has not been resolved informally, the employee shall submit the grievance in writing to the Chief within ten (10) calendar days, of the informal conference. The Chief shall have ten (10) calendar days in which to answer the grievance in writing.

Step 3. After receipt of the Chief's written answer in Step 2, the employee and the President/Representative may then contact the Mayor and Council for an appointment to further discuss the grievance. The request for an appointment must be made and received by the City within ten (10) calendar days of receipt of the Chief's written answer. The Mayor and Council shall meet with the employee and the President/Representative of the Union as soon as possible after this request is received but not to exceed fourteen (14) calendar days.

If the grievance is not resolved at this meeting, the Mayor and Council shall have ten (10) calendar days to submit a written answer to the Union. Time limits may be extended by mutual agreement in writing.

Step 4. If a satisfactory settlement cannot be reached between the City and the Union in the meeting referred to in Step 3, the Union may within fifteen (15) calendar days, after receipt

of written answer by the Mayor and Council, submit the grievance to arbitration in writing to Federal Mediation Conciliation Service.

- A. The arbitrator shall not have the power to alter or modify the terms of this Agreement but shall have the authority to interpret said Agreement.
- B. The arbitrator shall have jurisdiction only to interpret, apply and determine compliance with the provisions of this Agreement insofar as the arbitrator may deem necessary for the determination of the grievance appealed to him. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplement or amendment thereto or to go beyond the scope of the grievance as filed in writing. The arbitrator shall have no power to substitute his discretion in cases where the City is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.
- C. All costs of the arbitration proceeding shall be borne equally by the City and the Association and the decision of the arbitrator, shall be final and binding on both parties.
- D. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this or any other article.

ARTICLE IX
SENIORITY

9.1: Seniority of a new member shall be commenced after the member has completed his probation of six (6) months [unless extended to a period not to exceed one (1) year] and shall be retroactive from the date of appointment as Police Officer. A member shall forfeit his seniority rights only for the following reasons:

- A. He resigns or is laid off and is not returned within two (2) years.

- B. He is dismissed and is not reinstated within two (2) years.
- C. He is absent without leave for a period of five (5) consecutive days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report).
- D. He retires.
- E. He fails to return to work within ten (10) days from the date of a certified mailing of recall notice. In such event if employee fails to return, employee is considered to have voluntarily resigned, subparagraph A notwithstanding.
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence.
- G. If an officer on leave of absence for personal health reasons accepts other employment over thirty (30) hours a week without permission.

9.2: Seniority list shall be furnished to the Union by the Employer each time a new employee is hired, within two (2) weeks of new hire.

9.3: Choice of furloughs shall be on a departmental seniority basis.

9.4: Seniority shall be determined by the employee's length of service in the Flat Rock Police Department. Time spent in the armed forces on military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included. For the purpose of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date from the original date of hire.

9.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, his seniority shall be maintained from the original date of hire.

9.6: Employees transferred or promoted out of the bargaining unit shall retain and accumulate seniority during such period. When said employees services are not needed on supervision, he shall be returned to the bargaining unit from which he was transferred or promoted from, and at the previous rank held if such rank was held in the Department. He will not displace employees

having more seniority. This article shall apply to all present employees of the Flat Rock Police Department.

ARTICLE X
LAYOFF AND RECALL

10.1: If it is necessary to layoff personnel because of lack of funds, the following procedure will be followed. It is understood that the idea of last hired, shall be first laid off.

10.2: Anyone to be laid off shall receive a written notice thirty (30) days prior to any layoff.

- A. First all part-time and temporary employees of the Flat Rock Police Department will be laid off.
- B. Next probationary patrolmen will be laid off.
- C. When it is necessary to layoff additional members of the bargaining units, the employee with the lowest seniority with the Flat Rock Police Department will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

10.3: No one will be hired either part-time, temporary or otherwise until those who have been laid off have been brought back.

10.4: Recall: Employees laid off last will be first to be called back.

10.5: Seniority shall be retained by any laid off employee for a period of two (2) years or for a period of months equal to the months worked on department before being laid off or whichever is less.

ARTICLE XI
DISCIPLINE

11.1: No employee shall be discharged or other-wise disciplined except for just cause.

11.2: To update the method of discipline within the department and to assure that all rights and guarantees are provided: The Employer agrees that in imposing discipline, the department will act in a fair, consistent and equitable manner and any punishment

will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The Employer and department recognizes the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

11.3: The Employer mutually agrees that in general, it will follow the principles of corrective and progressive discipline. In respect to minor offenses, that first there shall be a verbal warning, then a written reprimand, time off, and then up to discharge.

11.4: No warning notice need be given in case that cause for suspension is dishonesty or drunkenness or use of narcotics, or for any member who has been served with a warrant for high misdemeanor or felony, or has been indicted by a grand jury, and he/she may be suspended forthwith.

11.5: Charges of violation of Rules and Regulations - Department Process must be brought about within ten (10) days of said occurrence or when the department should have known of the occurrence.

11.6: Disciplinary action shall be defined as (a) verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. Disciplinary action shall not include the giving of instructions, employee training or needed corrections of work techniques, even if given in a private interview with supervisor.

- A. Employee must be told that it is either corrective instructions or a verbal warning at the time of conversation.
- B. At verbal warning employee shall be advised of right to Union representation.

ARTICLE XII
PERSONNEL FILE

12.1: An employee covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file. The member is to be given a copy of any material in his file if it is to be used in connection with a grievance or a personnel hearing.

12.2: No written reprimand or material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is given to the employee. The member shall sign any such insert (not to approve insert, but to acknowledge

insertion). The employee shall be given an opportunity to insert explanatory remarks for the record.

12.3: Within a two (2) year period following an insertion of such a reprimand or derogatory material, the department shall cause a review to be made unless there is a substantial reason otherwise. The reprimand or letter shall be removed and the records of it expunged, however, if the employee receives another reprimand for the same or similar offense the first reprimand shall remain in the file an additional year. The second reprimand shall remain in his personnel file for two (2) years from date of issue. Any reprimand or derogatory material more than three (3) years old must be expunged. The member will be informed of any part of his record so expunged.

12.4: Personnel file information shall not be given out except as otherwise required by law.

12.5: For purposes of privacy, employees shall be allowed to use department address as personal address on all reports, complaints, and testimonies.

ARTICLE XIII
COPIES OF CONTRACT

13.1: The Union agrees to deliver a copy of this Agreement to each member of the Association.

ARTICLE XIV
OVERTIME DISTRIBUTION

14.1: Officers shall have the right to refuse overtime except in cases of necessity declared by order of the Chief or his designated representative.

14.2: All overtime will be offered first, to the person within the specified rank with the lowest hours on the overtime list who is eligible. Overtime will then be offered to the next lowest eligible person and will continue on in this form. Employees who refuse overtime assignments shall be charged on the list as if having worked. The list showing all overtime assignments shall be posted at the end of each pay period, by the Chief or his designee.

14.3: All off duty court time, off duty training time and school attendance time shall not be considered overtime under this Article.

14.4: If a bargaining union member must be forced to work overtime as a result of the Chief or his designee declaring the position a necessity, the person with the lowest departmental seniority within that rank who is eligible will be ordered in. If no one within that rank is eligible or available and all reasonable efforts to contact said person have been exhausted, the City will proceed to the next rank that would have been offered the overtime, and order the person with the lowest departmental seniority who is eligible to work.

14.5: In the event that a shift commander position is vacant and must be filled, the first offer of overtime shall be given to those on the lieutenant's list according to eligibility. If the position is unable to be filled, the City will go to the sergeant's list according to eligibility, and then to the patrolmen's list according to eligibility. If no one is available, the City will then go to the lieutenant's list and order in the lowest senior lieutenant. A patrolman will only be offered this overtime if there is at least an officer of the rank of sergeant or higher on duty.

14.6: In the event that a road supervisor's position is vacant and must be filled, the overtime will first be offered from the sergeant's list according to eligibility, then the lieutenant's list according to eligibility, then the patrolmen's list according to eligibility. If no one is available the City will go to the sergeant's list and order in the lowest senior sergeant. A patrolman will only be offered this overtime if there is at least an officer of rank of sergeant or higher on duty.

14.7: In the event that a patrolman's position is vacant and must be filled, the overtime will first be offered from the patrolman's list according to eligibility, then to the sergeant's list according to eligibility, then to the lieutenant's list according to eligibility. If no one is available the City will go to the patrolman's list and order in the patrolman with the lowest amount of seniority.

14.8: In the event that two (2) positions are vacant and only one (1) must be filled, the overtime will first be offered from the list of both ranks involved starting with the employee with the lowest hours on the overtime list, and proceed to the next lowest person, et. If no one is available, the City will then go to the list of ranks that was not involved and offer the overtime according to eligibility. If no one is available from that list, the City will then go to the person with the lowest seniority of the original two (2) lists and order in the with the lowest seniority person. A patrolman will only be ordered in if there is an officer of the rank of sergeant or higher on duty.

14.9: In the event regular scheduled pass days, leaves less than one (1) member of each rank on duty during any given shift and a vacancy occurs in one of the scheduled rank necessitating overtime, the available overtime will be offered to the lowest eligible person from each vacant rank and if no one is available the City will order in the eligible officer with the lowest amount of seniority.

ARTICLE XV
UNEMPLOYMENT COMPENSATION

15.1: A member who is laid off for lack of work or funds shall receive the same benefits under the same rules, regulations and statutory requirements as if the Michigan Unemployment Compensation Act, being MSA 17.501 et seq, as amended, applied.

ARTICLE XVI
POLITICAL ACTIVITY

16.1: Members have the same rights to participate in political activity while off duty and out of uniform as any citizen, except that holding an elective office in the City of Flat Rock is controlled by City Charter.

ARTICLE XVII
DEATH BENEFIT

17.1: In the event that an employee is killed in the line of duty, his designated beneficiaries shall receive one (1) full year's basic wage provided under the existing contract in addition to life insurance benefits that are herein provided. Payment is to be made to the beneficiary on regular pay days for twelve (12) months from the date of employee's death.

17.2: The City shall pay for all reasonable funeral expenses for any officer killed in the line of duty.

ARTICLE XVIII
NON-DISCRIMINATION

18.1: No department supervisor or representative of the City shall discriminate against an employee because he has formed, joined or chosen to be represented by the Union or because he has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Union recognized under the terms of this Agreement.

ARTICLE XIX
AUXILIARY POLICE OFFICERS

19.1: Auxiliary and reserve officers shall in no way augment the police officers of the City of Flat Rock in their regular duties. The Chief of Police or Deputy Chief may use auxiliary and reserve officers in time of natural disaster and civil disorders. Further, reserve and auxiliary officers may be used to conduct crowd and traffic control during school athletic events and parades. They shall not be allowed to fill any overtime vacancy; overtime to be filled according to the overtime procedure. Members of the bargaining unit shall have the right to refuse to work with an auxiliary or reserve officer except in case of civil disorder or natural disaster without being subject to disciplinary action.

ARTICLE XX
PHYSICAL EXAMINATIONS

20.1: The City shall require each officer to have an annual physical examination at its own expense, including, but not limited to, chest X-ray, electrocardiogram and drug screen, to be performed by the doctor and/or clinic designated by the City, and to be scheduled as nearly as possible on the anniversary of each officer's last physical examination. If the City deems additional examinations advisable, the officers shall submit to them upon request.

20.2: The City shall provide upon request each officer with a copy of the physician's report within (30) days after its receipt by the City, at the City's expense.

20.3: The City shall, at its expense, make flu shots available to each officer at such times as the City's physician and/or clinic recommends.

20.4: In the event of a dispute involving an employee's physical, and the employee is not satisfied with the determination of the Employer's doctor, the employee may submit a report from a

medical doctor of his/her own choosing. If the dispute still exists, the employees doctor and the Employers doctor shall agree on a third doctor to submit a report to the Employer and employee. The majority decision shall be binding on all parties. Any expenses for the third doctor not covered by health insurance shall be borne by the City.

ARTICLE XXI
EMPLOYEE INJURIES

21.1: If an employee is unable to perform his regular duties as a result of an accident and/or illness as the result of an on the job event or while off duty and acting in the capacity of his oath of office, the employee shall be provided with such police duties as he is capable of performing within the police department, upon the recommendation of the City designated doctor, and at no reduction in pay or benefits, for a period of time not to exceed two (2) years. When an employee covered under this section reaches the two (2) year limit, and is still unable to perform regular duties, the employee shall be covered by section 21.3.

21.2: In the event that the employee shall disagree with the findings of any City doctor as to his medical condition, he can elect to obtain a medical opinion from some other doctor at his own expense. A doctor shall be defined as an M.D. or D.O.

21.3: In the case of a duty disability the City agrees to pay the difference between the employee's regular pay and the compensation provided by worker's compensation.

ARTICLE XXII
CALL IN PAY

22.1: Officers called in to work other than their scheduled hours shall receive a minimum of three (3) hours of work or pay at their regular hourly rate except in cases of labor dispute or acts of God rendering such work unavailable or if work is consecutive with normal schedule shift. Officers off duty who are scheduled for court appearances in connection with their official duties shall receive a minimum of three (3) hours of pay at their regular hourly rate for such court appearances, except as otherwise provided in Section 2 of Wages of Appendix A of this Agreement.

ARTICLE XXIII
MAINTENANCE OF CONDITIONS

23.1: Except as herein expressly provided, during the term of this Agreement, conditions of employment in effect at the execution hereof shall be maintained and the City will make no unilateral changes in said conditions. No employee shall suffer a reduction of benefits as a consequence of this Agreement.

ARTICLE XXIV
NON-RESIDENCY

24.1: Employees will be allowed to reside up to 10 miles outside of the City limits.

ARTICLE XXV
SAFETY

25.1: It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question.

25.2: If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared, by a mechanic, as fit for the road.

25.3: The City shall provide at least one (1) two-man car on routine patrol within the city limits from sundown to sunup. In addition to the mandatory two-man car, a one-man car may exist. However, during the period from sundown to sunup, one-man patrol cars shall not be permitted unless the mandatory two-man is available within the City limits: No one-man car shall be dispatched to answer a complaint of any nature unless a two-man car is provided. One-man cars may take or write a report at the discretion of the shift supervisor. At no time during the hours from sundown to sunup will more than one (1) one-man car exist except on special details for surveillance purposes.

ARTICLE XXVI
SHIFT DIFFERENTIAL

26.1: Shift differential shall be paid to all employees working afternoons and midnights for all hours worked at the following schedule:

26.2: Afternoons (any shift beginning after 2:00 p.m. and before 7:00 p.m.) 25[¢] per hour.

26.3: ^{MAX}Midnights (any shift beginning after 7:00 p.m. and before 5:00 a.m.) 30[¢] per hour.

ARTICLE XXVII
SHIFT SUPERVISOR RANK

27.1: There shall be a shift supervisor on duty at all times of the rank of sergeant or above.

27.2: Officers assigned to perform duties of a higher rank shall receive pay for time worked if they work a scheduled eight (8) consecutive hour shift in the higher rank.

ARTICLE XXVIII
BARGAINING UNIT WORK

28.1: Bargaining unit work shall be performed only by bargaining unit members. However, management personnel may fill in the police desk position for a period up to four (4) hours in any one shift in the event of an unscheduled absence or an emergency.

ARTICLE XXIX
DISPATCH/JAILER JOB CLASSIFICATION

29.1: During the term of the Agreement, the City may establish the civilian job classification of dispatcher/jailer, and as such, shall perform certain functions relating to dispatching and as a jailer, presently performed by officers within the bargaining unit. The wage scale to this classification are set forth on Appendix A.

ARTICLE XXX
COMMANDING OFFICER - LIEUTENANT

30.1: All lieutenants are considered as primary shift or bureau supervisors. It is not the intent of the City to use the lieutenants to replace any duties performed in the past by bargaining unit members holding the rank of sergeant and below. Under no circumstances will lieutenants perform the duties of sergeants or patrolman, or work as their replacement except as provided by the overtime procedure. Although it is understood by both parties that this agreement does not preclude lieutenants from performing basic police functions.

ARTICLE XXXI
UNIFORM AND CLEANING ALLOWANCE

31.1: On or before October 1st of each year, all employees shall receive the following lump sum payments:

\$450.00 uniform allowance
\$400.00 cleaning allowance

31.2: Any employee having a uniform allowance that was carried over and banked under the previous contract (7-1-85 to 6-30-87) shall be paid off in full.

ARTICLE XXXII
RETIREMENT

32.1: All employees in the bargaining unit shall be covered by the Michigan Municipal Employees Retirement System (MMERS), Plan C-2, with a B-1 base.

32.2: The City shall elect to waive Section 47f of the plan, but only for employees who have twenty-five (25) or more years of credited service.

ARTICLE XXXIII
VACATIONS

33.1: Employees covered by this Agreement shall be eligible for the following vacations with pay:

10 days after 1 year of service
20 days after 5 years of service
25 days after 10 years of service
30 days after 15 years of service

33.2: Vacation selections shall be by seniority and must be submitted no later than March 1st. However, all vacation requests shall be in by April 1st. Changes in vacation must be with permission of Chief or Deputy Chief.

33.3: Upon separation from service, for any reason, an employee or his dependents shall be paid at one hundred (100%) percent for his earned vacation.

ARTICLE XXXIV
HOLIDAYS

34.1: Employees covered under this contract shall receive the following paid traditional holidays: New Year's Day, New Year's Eve Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Veteran's Day, Easter Sunday and the employee's birthday.

34.2: If any employee covered by this Agreement is scheduled or detailed to work on a contractually recognized holiday, he shall be paid at two and one-half (2-1/2) times his regular straight time rate of pay for all hours worked. It is understood that this premium rate includes the eight (8) hours straight time pay which he would have received if the holiday had not been worked.

ARTICLE XXXV
HOSPITALIZATION INSURANCE

35.1: During the term of this Agreement, the City shall, at City expense continue to provide all regular full-time employees hospitalization and medical insurance coverage including master medical. The employer may select or change insurance carriers. However, the hospitalization and major medical insurance provided above shall be equivalent to Blue Cross-Blue Shield Master Medical Benefits, and all health insurance benefits currently in effect.

A. Hospitalization currently in effect, Comprehensive Hospital, Semi-Private room, MVI/I, Riders: FC, SD, D45NM, Prescription Drug \$2.00, Master Medical Option I, ML, PPNV/I and FAE/RC.

35.2: The City, at its expense, shall continue to provide for members of the bargaining unit and their dependents the BC/BS Dental Comprehensive Preferred CR-50-50-50 MBL \$800.00 currently in effect. The City may change to another dental plan, however, any change in dental insurance from BC/BS to another insurance company must be equivalent or better coverage than currently in effect.

35.3: The City, at its expense, shall continue to provide for retirees of this bargaining group BC/BS coverage on the supplemental program currently in effect. Effective upon ratification of agreement, all future retirees shall be provided full hospitalization for self and spouse. If the retiree or spouse has available hospitalization of equal or better coverage from another employer, coverage will stop. If the non-city coverage

becomes unavailable the City will reinstate coverage for retiree and/or spouse.

ARTICLE XXXVI
LIFE INSURANCE

36.1: The City shall provide each employee covered under this contract with a life insurance policy, delivered to him and specifying the beneficiary or the beneficiaries as he may designate, in the amount of \$20,000 for death other than accidental, and \$40,000 for accidental death.

ARTICLE XXXVII
SICK LEAVE

37.1: Each employee covered under this Agreement shall be entitled to fifteen (15) days sick leave with pay annually. The employee shall notify the officer on the desk of his illness at the earliest opportunity, and upon request of the Chief or Deputy Chief, shall furnish the City with a medical certificate to verify his illness.

37.2: All days of sick leave previously accumulated are hereby preserved and shall be added to sick days not taken this year, to a maximum of one hundred and fifty (150) days. Upon the retirement of an officer, 50% of any unused accumulated sick days shall be paid to an officer, or, in the event of his death, to his designated beneficiary. The maximum payment upon retirement or death would be 50% of the officer's unused accumulated sick leave on the date of retirement or death.

37.3: Employees, at their discretion, may donate sick days (in increments of eight (8) hours) to another employee, providing:

(1) The donee has no accumulated sick days available for use; (2) the donor retains a minimum of twenty-one (21) days for his own use; (3) because of the donees present health, such a donation is necessary to prevent undue hardship on the employee; (4) the donor has not submitted his resignation or has not been terminated by the employer; (5) the donor must have at least five (5) years' seniority with the police department.

37.4: A list of all employees' sick days shall be posted at least once each year on the Union's bulletin board.

37.5: In the event an employee is sick or unable to perform his or her duties without restrictions as a result of a non-duty

related illness or injury, the Employer at its complete discretion, may assign the employee to light duty or other tasks within the department which the employee is capable of performing as certified by the City's physician. The Employer is under no obligation to make such an assignment, provided that the Employer shall treat all employees as equally as possible.

37.6: If the employee is ill or unable to perform his or her duties because of non-duty injury or disability and does not have sufficient sick day credits to cover an absence from normal job functions due to the illness, disability or injury, the employee may apply in writing for an unpaid leave of absence for up to a thirty (30) day period renewable for good cause shown by the employee but not renewable for longer than three (3) months from the first day of illness, disability, or injury. The Employer reserves the right before granting or renewing a leave of absence for illness, disability, or injury to require authentication in writing from a physician of such illness, disability, or injury.

ARTICLE XXXVIII
FUNERAL LEAVE

38.1: In case of death of a wife, husband, child, brother, sister, parent, father or mother-in-law, grandparent, or any other relative residing in member's household, an officer may take a leave of absence with pay for a period not to exceed five (5) days upon approval of Chief or his designated representative.

ARTICLE XXXIX
LONGEVITY

39.1: In addition to salaries, officers shall be paid longevity pay of One Hundred and 00/100 Dollars (\$100.00) on the 15th day of July after their fifth anniversary of employment, and each year thereafter this amount shall be increased by Twenty-Five and 00/100 Dollars (\$25.00) for each additional year of service, except that the maximum longevity pay shall be Four Hundred and 00/100 Dollars (\$400.00). This provision is retroactive to the first date of employment in the Flat Rock Police Department.

ARTICLE XL
PERSONAL DAYS

40.1: Each employee covered by this Agreement shall be entitled to three (3) days which may be used for personal days. The personal days may not be accumulated, and cannot be added to vacation days or any other time off day unless specifically

approved by the Chief of Police, Deputy Chief, or their designated representative. At all other times, personal days may be taken by the employee if adequate manpower exists and the efficient operation of the department would not be curtailed. In such event, the employee need not divulge the reasons for the requested personal day. If at any time the employee is refused a requested personal day, the Chief of Police, Deputy Chief or their designated representative shall set forth in writing the reason for such denial. Except in an emergency, personal days shall be requested at least five (5) days in advance. Increments of four (4) hours may be used with permission.

ARTICLE XLI
GUN MAINTENANCE ALLOWANCE

41.1: The City shall pay each officer covered by this Agreement three hundred dollars (\$300) per fiscal year a gun maintenance allowance in the event an officer carries a firearm as provided by statute. A gun maintenance allowance shall be paid to each officer covered by this Agreement on the third Thursday of October.

ARTICLE XLII
RETROACTIVITY

42.1: This Contract will be retroactive to July 1, 1989¹ and any sums of money accumulated and owed to the members as retroactive pay, will be paid as soon as possible, including any new benefits obtained in the contract.

ARTICLE XLIII
SAVINGS CLAUSE

43.1: If any section, sentence, clause or phrase of this contract is for any reason held to be invalid or illegal, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this contract or the contract as an entirety. (Both parties will reconvene to negotiate that section or portion of the contract which is found illegal or invalid).

DURATION

This agreement shall be effective the 1st day of July, 1989, and shall remain in effect through and including June 30, 1991.

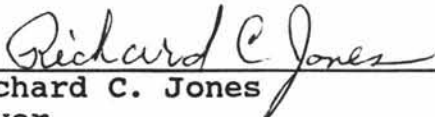
The City agrees to enter into negotiations with the Association for a subsequent agreement prior to the establishment of its 1992-93 budget.

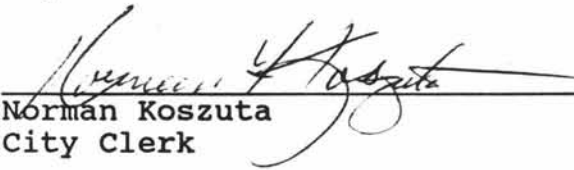
In the event that negotiations for a subsequent agreement extend beyond the expiration of this agreement, the terms and provisions of this agreement shall remain in full force and effect tentatively until a new agreement is arrived at.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Kenneth E. Grabowski
Business Agent

CITY OF FLAT ROCK


Richard C. Jones
Mayor


Norman Koszuta
City Clerk

FLAT ROCK POLICE OFFICERS
ASSOCIATION


Michael Sorenson, President


Joseph Miller, Vice President



Tammy Painter, Secretary/Treasurer

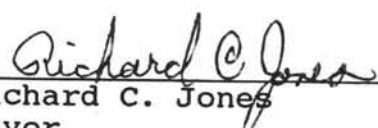
LETTER OF UNDERSTANDING

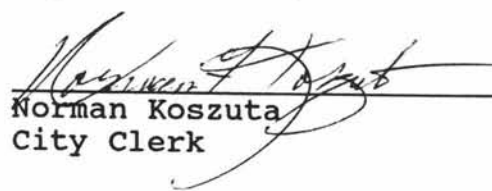
All employees affected by the City's demotion and reduction in pay of sergeant will be reinstated with full rank and back pay due. The City will not demote any existing sergeants in rank or pay except for just cause. Neither party is admitting fault or liability on this issue. Each party acknowledges that this provision has been entered into as settlement of the unfair labor practice and grievance filed in connection therewith.

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APPENDIX A

WAGES

Effective July 1, 1989:

RANK	STARTING	2 YEARS
Lieutenant/Det. Lieutenant	\$34,776.65	
Sergeant/Det. Sergeant	33,836.65	
Patrolman	25,239.74	\$31,330.76
Police Clerk	21,664.55	
Ordinance Officer	19,341.02	
Dispatcher	15,777.20	

Effective July 1, 1990:

RANK	STARTING	2 YEARS
Lieutenant/Det. Lieutenant	\$36,515.48	
Sergeant/Det. Sergeant	35,528.48	
Patrolman	26,501.73	\$32,897.30
Police Clerk	22,747.78	
Ordinance Officer	20,308.07	
Dispatcher	16,566.59	

Section 1. Basic hours of employment covered by the schedule shall consist of an eight (8) consecutive hour day, and a forty (40) hour, five (5) day week, except that officers assigned to work shifts that run consecutively for seven (7) work days shall have a basic schedule of ten (10) work days totalling eighty (80) hours each two (2) weeks. The City shall be required to pay at the rate of time and one-half when any officer is scheduled to work, after having worked eight (8) hours and before sixteen (16) hours have elapsed. Shifts shall not be split.

Section 2. In addition thereto, the City shall pay each party covered by this agreement, overtime at the rate of time and one-half for work in excess of the basic time set forth above, including court time. Schooling required for police duty shall be paid at the basic wage rate, but at no time shall the employee be required to work the eight (8) hours prior to the school day or the eight (8) hours after the school day end [school day as being defined as eight (8) hours or more]. Attendance at department meetings shall not be mandatory to those employees on vacation, off on a sick day, or off with an excused absence. When an employee is scheduled for training outside of the City, the employee will receive straight time for actual hours in training. If the

employee has to travel in excess of 20 miles from the police department, the employee will be paid at the overtime rate of time and one-half (1-1/2) for travel and from training from the police station. If distance is less than 20 miles, pay will be at the straight time rate. Any training conducted inside city limits by an outside authorized source shall be straight time pay. Overtime shall be paid for all other situations.

Section 3. For purposes of figuring overtime, court time and call back, the straight time hourly rates are figured by dividing annual wage by 2,080 hours.