

6/30/98

Frankfort, City of

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FRANKFORT
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: July 1, 1995 through June 30, 1998

ARTICLE I
AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1995, between the City of Frankfort, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Frankfort Police Officer's Association (hereinafter referred to as the "Employee").

WITNESSETH:

ARTICLE II
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Frankfort and in its capacity as an Employer, its employees, the Association and citizens of the City of Frankfort, Michigan.

ARTICLE III
RECOGNITION

3.1: The City of Frankfort recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, for all non-supervisory police officers employed by the City of Frankfort. The City agrees to negotiate with the Association on terms relating to rates of pay, wages, hours, and conditions of employment.

3.2: Employees and Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or other betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

3.3: The city will deduct, upon signed authorization by the individual officers all initiation fees, dues, and assessments as certified by the Association and forward same to the Association's authorized Treasurer or President each month. The authorization shall be irrevocable for the term of this Agreement.

ARTICLE IV
AGENCY SHOP

Any employee who is not an Association member and who does not make application for membership, shall, as a condition of employment, pay to the Association an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution towards 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 comes first, shall be discharged by the Employer.

ARTICLE V
REPRESENTATION

5.1: The Association shall be represented in all negotiations by a Committee of the Association. The Committee shall be composed of all the members of the Frankfort Police Officer's Association and District representative.

5.2: On-duty officers who are members of the Committee shall be permitted to negotiate a working Agreement and process grievances without a loss of pay or benefits.

ARTICLE VI
GRIEVANCE PROCEDURE

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

6.2: Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step 1-a: If an officer feels he has a grievance, he shall report same to the President, or his steward for presentation.

Step 1-b: The President or steward shall file the grievance in writing with the Chief of Police or City Clerk if the Chief of Police is absent for a period of not more than 72 hours.

Step 2: If the grievance is not resolved within seven (7) days, the grievance shall be submitted to the Chief of Police, who shall reply in writing within seven (7) calendar days. A meeting between the Chief, or acting

Chief, and the F.P.O.A. shall be held to discuss the grievance within the above (7) days.

6.3: Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

6.4: All employees shall have the right to be represented by the President or his appointed representative or a steward at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee which results in official entries being added to his personnel file.

ARTICLE VII ARBITRATION

7.1: Any unresolved grievance, having been processed through the last step of the grievance procedure, may be submitted to arbitration by either party in accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of a notice to arbitrate, the City and the Association shall each appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated. The two designated arbitrators shall meet and appoint a third disinterested person to act as chairperson of the board of arbitrators. In the event the two designated arbitrators cannot agree upon the third person within ten (10) days of the demand for arbitration, they shall request the Michigan Employment Relations Commission to appoint an impartial arbitrator to act as chairperson in accordance with its then applicable rules and regulations.
- B. The decision of the board of arbitrators shall be final and binding upon the City and the Association.
- C. Any and all costs incurred for the purpose of arbitration shall be shared equal between the City and the Association.

ARTICLE VIII
SENIORITY

8.1: Seniority of a new officer shall be commenced after the officer has completed his probation period of twelve (12) months and shall be retroactive from date of employment. An employee shall forfeit his seniority rights only for the following reasons:

- A. He resigns.
- B. He is dismissed and is not reinstated.
- C. He is absent without leave for a period of three (3) days. (Exceptions to this may be granted by the employer on grounds of good cause for failure to report).
- D. He retires.

8.2: A seniority list shall be furnished to the Association by the City once each year on January 1st.

8.3: Job vacancies and job assignments shall be made on the basis of qualifications. If two employees are equally qualified for the promotion, then seniority shall take preference. The claim of any employee that he has been unreasonably or unjustly transferred, reassigned or denied a job opening shall be subject to the grievance procedure.

8.4: No employee shall be discharged or otherwise disciplined except for just cause. The claim of any employee that he has been unjustly discharged, or otherwise disciplined shall be processed as a grievance. up to and including arbitration.

8.5: Layoffs and recalls shall be on the basis of seniority.

8.6: No new employees hired by the Frankfort Police Department shall be allowed to transfer any years of service from any other department, to aid in raising his or her seniority level.

ARTICLE IX
GENERAL CONDITIONS

9.1: Maintenance of Conditions. Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as approved herein, be maintained during the term of this Agreement. The City will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any regulations governing the Department of Police.

- 9.2: Adoption by Reference. The parties further agree that all provisions of the City Charter, Ordinance, and Resolutions of the City Council as amended from time to time, relating to the working conditions and compensation of patrolmen are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth.
- 9.3: Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Association notices and other material.
- 9.4: Meetings. The Association may schedule and conduct its meetings on Police Department property, provided it does not disrupt the duties of the employees or the efficient operation of the Department.
- 9.5: Records. All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the Association.
- 9.6: Work Schedules. The work schedule shall be posted at least thirty (30) days in advance of the start of the new schedule.
- 9.7: The existing practice of allowing employees to trade days off and shifts shall be continued.
- 9.8: Minimum Personnel. A minimum of three (3) patrolmen and one (1) working Chief shall be maintained at all times, provided the City funds can support the same.
- 9.9: Non-Police Work. Employees shall not be required to serve as school crossing guards (except in cases of emergency) or perform other non-police functions.
- 9.10: Outside Residency. All non-supervisory employees of the Frankfort Police Department will not be required to live within the City limits of Frankfort to maintain employment. A limit of ten (10) minutes from place of residence to the City Police Department will be in effect, for all employees employed by the City of Frankfort and covered by this Agreement.
- 9.11: Copies of Contract. The City agrees to deliver a copy of this Agreement to each employee.
- 9.12: Political Activity. Members of the Police Department have the same right to participate in political activity while off duty and out of uniform as any citizen.
- 9.13: Department Staffing. It shall be the intent of this Agreement, that there shall be two (2) officers on duty during busy holiday periods and as the Chief of Police may desire.

9.14: Glasses and Eye Protection. All employees covered by this Agreement will receive one (1) eye examination and one (1) pair of prescription (safety) glasses, if needed, per year, with the cost not to exceed \$175.00 total. In the event an officer requires special glasses as a result of a job related injury, full cost of such shall be paid for by the Employer.

9.15: Transportation. When an employee is required by the Employer to provide his own transportation to and from assignment or court, he shall receive an allowance of twenty-five (25¢) cents per mile, or transportation will be provided by the Employer.

9.16: Loss of Property. The employee shall not be charged for the loss or damage of the Employer's property, tools, equipment, mobile or otherwise, of articles rented or leased by the Employer unless a clear proof of gross negligence is shown through an investigation by the Police Committee and the Chief of Police.

9.17: Fees for Service. Fees for service of civil documents shall be turned into the general fund, unless these documents are served while the officer is off duty.

9.18: Uniforms and Dress Code.

- A. Uniforms, including leather, will be furnished by the Employer.
- B. Uniforms are to be kept clean and neat by the employee.
- C. Uniform ties shall be optional in hot weather and not worn with fatigues.
- D. Personal appearance shall be neat and clean.
- E. Hair shall be just above the collar and be neatly styled. Mustaches shall extend to the outer edge of the upper lip and be trimmed short. Sideburns shall be no lower than the ear lobe, no wider than one (1) inch. Other than mentioned, the face shall be clean shaven.

9.19: The Employer furnishes all uniforms and equipment and upkeep of uniforms. The Employer shall replace all personal property damaged in the line of duty for members covered under this Agreement. Said replacement to be at fair market value of the personal property damaged or destroyed. Fair market value is to be determined through the equipment catalogs.

9.20: Animal Complaints. Except in situations of vicious animals where delay in handling would cause a danger to public

safety, all animal complaints shall be handled by the Benzie County Animal Control Officer.

9.21: Departmental Hours on Call. Employees required to take calls at home for more than ten (10) hours shall receive two (2) hours regular pay, over and above any call-out pay he may receive. Sunday on-call will be paid at three (3) hours regular rate of pay for ten (10) or more hours on call.

9.22: Ammunition. Due to public safety and an increased public awareness of the use of deadly force the Employer agrees to provide each employee with 500 rounds of ammunition per year for weapons training.

X
SALARIES

10.1: The salary schedule and other monetary benefits are set forth below.

**Department Wages and Classification
Effective July 1, 1995**

- | | |
|---|---|
| A. Police Officer: Grade 1 - Entry Level;
MLEOTC certified. Probation Period -
first twelve (12) months from date
of hire. | \$432.64 per week
\$22,497.28 per year |
| B. Police Officer: Grade 2 - Probation
Period Completed. Second (2nd)
year of employment. | \$454.27 per week
\$23,622.04 per year |
| C. Police Officer: Grade 3 - Third (3rd)
year of employment. | \$476.98 per week
\$24,802.96 per year |
| D. Police Officer: Grade 4 - Final
Advancement Fourth (4th) year of
employment. | <i>538.14</i>
\$583.14 per week
\$27,983.28 per year |

**Department Wages and Classification
Effective July 1, 1996**

- | | |
|---|---|
| A. Police Officer: Grade 1 - Entry Level;
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first twelve (12) months from date
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- B. Police Officer: Grade 2 - Probation
Period Completed. Second (2nd) year of
employment. \$454.27 per week
\$23,622.04 per year
- C. Police Officer: Grade 3 - Third (3rd)
year of employment. \$476.98 per week
\$24,802.96 per year
- D. Police Officer: Grade 4 - Final
Advancement Fourth (4th) year of
employment. \$559.67 per week
\$29,102.84 per year

Matt
11.357

13.992
13.9918

Department Wages and Classification
Effective July 1, 1997

- A. Police Officer: Grade 1 - Entry Level;
MLEOTC certified. Probation Period -
first twelve (12) months from date
of hire. \$432.64 per week
\$22,497.28 per year
- B. Police Officer: Grade 2 - Probation
Period Completed. Second (2nd) year of
employment. \$454.27 per week
\$23,622.04 per year
- C. Police Officer: Grade 3 - Third (3rd)
year of employment \$476.98 per week
\$24,802.96 per year
- D. Police Officer: Grade 4 - Final
Advancement Fourth (4th) year of
employment. \$582.06 per week
\$30,267.12 per year

10.2: Overtime and Hours of Employment.

- A. The regular work week is established as forty (40)
hours per week. Employee's salary shall be the
quotient of the annual salary divided by 2080.
- B. Overtime will be the hourly rate multiplied by 1-
1/2 times.
- C. An employee reporting for call-in assignment shall
be guaranteed two (2) hours minimum pay at the
overtime pay rate.

- D. During each shift there shall be a half hour lunch and two (2) fifteen minute breaks.
- E. There will be an additional five (5) minute break for each hour over eight (8) hours.
- F. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- G. During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit. The City of Frankfort shall not consolidate with any police agency that could cause the dissolution of the Frankfort Police Department without renegotiation of this Agreement.
- H. The Employer recognizes the skills of the Police Officer. The Employer further recognizes that in the event it becomes necessary by law, public demand, or the necessity to improve and upgrade the methods, procedures, and/or equipment of the personnel in the Department, the employer agrees to provide all schooling, training, and other methods of upgrading the personnel while on City time during their shift without loss of pay. This includes training with firearms. All continuing education is to be by prior approval of the Chief of Police.
- I. There shall be no more than forty (40) hour differential between employees in overtime held by the Employer.
- J. The daily shift schedule shall be decided by the Chief of Police.
- K. Officers shall receive a minimum of two (2) hours pay, at the overtime rate, for court duty if an officer shall have to appear in court during an off-duty period.

10.3: Absence, Court and Funeral Leave.

- A. Any employee desiring a leave of absence from his employment shall secure written permission from the Chief of Police. During the period of absence the employee shall not engage in gainful employment. Failure to comply with the provisions herein shall

result in the complete loss of seniority rights and/or discharge by the Employer.

B. Leave of Absence, without pay, for a period not to exceed one (1) year may be granted, in writing, without loss of seniority for the following:

1. Maternity leave
2. Illness (physical or mental)
3. Prolonged illness in the immediate family. Such leave may be extended for like causes.

C. Any employee who is subpoenaed as the result of direct departmental involvement while on duty and must attend court shall suffer no loss of pay.

D. Any employee will be granted funeral leave in the event of the death of any of the following persons:

1. In the immediate family of the employee defined as: spouse, children, stepchildren, grandparents, mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, and spouse of the employee's sister, brother, stepsister, stepbrother.
2. In the immediate family of the spouse of the employee, if not divorced, defined as: mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother and grandparents.

In order to receive funeral leave pay, the employee must attend the funeral. proof of attendance will be supplied by the employee.

10.4: Holiday Compensation. All regular employees covered under this agreement shall be paid compensation in lieu of a time and one-half rate and/or a day off. Compensation shall be paid on the first pay period of December as follows:

December 1995	Grade 1	\$ 432.64
	Grade 2	\$ 973.44
	Grade 3	\$1,022.10
	Grade 4	\$1,159.07

Effective July 1, 1995 through June 30, 1998

December 1996	Grade 1	Depends on Date of Hire
	Grade 2	\$ 973.44
	Grade 3	\$1,022.10
	Grade 4	\$1,205.43

December 1997	Grade 1	Depends on Date Of Hire
	Grade 2	\$ 973.44
	Grade 3	\$1,022.10
	Grade 4	\$1,253.65

All scheduled work schedules which include a holiday (as used below and used to determine holiday compensation) shall be paid at straight time only.

Holiday compensation will be prorated as per date of hire. The following holidays shall be used to determine holiday compensation only and shall not serve any other purpose:

New Year's Day	July 4th
Valentine's Day	Labor Day
Columbus Day	Thanksgiving Day
Easter Day	Christmas Day
Memorial Day	Employee's Birthday
President's Day	

ARTICLE XI
INSURANCE

11.1: False Arrest Insurance. All employees who have arrest powers, shall be insured against liability for false arrest. The Employer agrees to pay any and all premiums.

11.2: Bond. Full and part-time employees are to be bonded and the cost of said bond shall be paid for by the Employer.

11.3: Life Insurance. The Employer will pay full premiums for accidental death benefits in the amount of \$20,000 for all full-time employees. Benefits shall be payable to the employee's designated next of kin.

11.4: Hospitalization and Medical Coverage. Insurance carried by the Employer will be: Blue Cross and Blue Shield with a Master Medical Plan. Premiums for employees and their families shall be paid in full by the Employer.

ARTICLE XII
VACATIONS

12.1: Regular full-time employees shall be eligible for vacations as follows:

- 1 wk* A. After one (1) year of service, forty (40) hours of vacation with pay.
- 2 wks* B. After two (2) years of service, eighty (80) hours of vacation with pay.
- 3 wks* C. After five (5) years of service, one hundred twenty (120) hours vacation with pay.
- 4 wks* D. After ten (10) years of service, one hundred sixty (160) hours of vacation with pay.
- 5 wks* E. After fifteen (15) years of service, two hundred (200) hours of vacation with pay.

12.2: Persons covered under this Agreement shall be allowed to carry over a maximum of forty (40) hours of vacation time from one year to the next.

12.3: The vacation year is the twelve (12) month period beginning with the employee's date of hire.

12.4: Vacation pay shall consist of forty (40) hours pay for each week at the employee's regular rate of pay.

12.5: If a regular payday falls during an employee's vacation, he will receive that paycheck before going on vacation.

12.6: Vacation time shall not be accumulated during an unpaid or unauthorized leave of absence.

12.7: All members covered under this Agreement shall present in writing to the Chief of Police, their tentative intentions of taking vacation time no later than May 1. Verbal requests shall not be honored. If an officer fails to request vacation time in writing, the request shall be denied. If a change is needed in the tentative vacation schedule, the employee shall make a written request to the Chief of Police a minimum of thirty (30) days in advance of taking vacation.

12.8: In the case of retirement or resignation with a two (2) weeks written notice, or termination or death of an employee, the employee or his estate will be paid for all accumulated vacation and sick time.

12.9: Employees of the Frankfort Police Department shall be allowed to take up to two (2) personal pass days per year, paid by the Employer, which shall not be deducted from an employee's vacation or sick time.

ARTICLE XIII
SICK DAYS

13.1: All members covered by this Agreement, shall accumulate sick leave at the rate of one (1) day for each month of his employment. The accumulation is not to exceed one hundred twenty (120) days.

13.2: Sick leave days will be used for actual sickness only.

13.3: In the event sick leave time exceeds three (3) days, the employer may request a certificate from the employee's physician.

13.4: Sick leave for medical or dental extraction or treatment shall be taken in a minimum of one-half (1/2) day.

13.5: For loss of time due to injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) week, after the incident without drawing on his sick leave credits. But, he shall not be allowed to draw on reoccurrence of a previous injury.

13.6: Employees will remain on Workers' Compensation provided he or she is unable to return to work, until its benefits are exhausted. Then, until sick leave credits are exhausted. At Employer's request, employees will be required to submit a report from a doctor following a prolonged illness or injury indicating that he is in physical condition to work before his return to active duty.

13.7: The Chief of Police may require an employee who takes a sick day to remain at home twenty-four (24) hours after he is notified. This is in accordance with Federal guidelines. The City agrees not to invoke the home requirement for obvious or substantial injuries.

ARTICLE XIV
WORKERS' COMPENSATION

14.1: Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to the compensation, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular weekly take home pay.

ARTICLE XV
RETIREMENT

15.1 All employee's covered under this Agreement, shall become a member of the City's (MERS) Retirement Plan. Employee's payments are to be made by payroll deduction. Provisions are made for full time employee's to have their pensions computed from their first day of continuous employment.

15.2 An employee of the Frankfort City Police Department will become eligible for retirement after the employee obtains twenty five (25) years of service with the department at the age of fifty five (55).

15.3 Effective September 1, 1993, the City shall provide the following Pension Plan(s) with the cost of the plans paid for by the City and the Employee where noted:

EMPLOYEE	PLAN	ANNUAL CONTRIBUTION
Robert J. Prance	MERS, B-1,F55	Employer + Employee 3.3%
Grant S. Sowa	MERS, B-1,F55	Employer + Employee 3.3%
Keith Redder	MERS, B-1,F55	Employer + Employee 3.3%
Matt Koenig	MERS,B-1,F55	Employer + Employee 3.3%

15.4 Any renegotiations of the City's retirement policy to any areas of the City Employment, shall automatically become part of this Agreement.

15.5 LONGEVITY: All members covered by this Agreement shall receive one hundred (\$100.00) dollars for each year of employment upon retirement or resignation from the City of Frankfort.

15.6 All employees retiring under the City's Retirement Plan, the City agrees to pay the full premiums for health care and/or Medicare for the employee and their spouse.

15.7 It is the City of Frankfort's wishes to improve the quality of it's employee's pension plan and the pension committee, which includes a member of the Frankfort Police Department, may make recommendations to the City Council to improve the pension plan.

ARTICLE XVI
DURATION


This Agreement shall remain in full force and effect until midnight, June 30, 1998 and thereafter until amended or modified as provided herein.

Either party may, on or after January 1, 1998, serve a written notice upon the other party of its desire to amend or terminate this Agreement, effective July 1, 1995. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of July, 1995.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

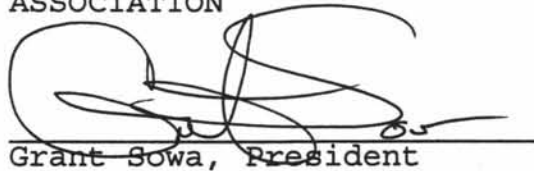
CITY OF FRANKFORT


Patrick J. Spidell
Business Agent


Kathie Simpson, Mayor

FRANKFORT POLICE OFFICERS
ASSOCIATION


Joann McIntosh, City Clerk


Grant Sowa, President


Charles J. Kibby, Chief of Police

LETTER OF UNDERSTANDING
BETWEEN
CITY OF FRANKFORT
AND
FRANKFORT POLICE OFFICER'S ASSOCIATION
POLICE OFFICERS ASSOCIATION OF MICHIGAN


IT IS HEREBY UNDERSTOOD AND AGREED TO that the position made possible by the allocation of the COPS FAST GRANT, is a temporary position and no agreement has been made between the City and the Association, for the permanent placement of an employee hired under this GRANT unless one of the following occurs:

1. After the three (3) year term of the GRANT, either the City or the Village of Elberta agrees to pick up the costs of employment for the additional officer.
2. An employee either is terminated, quits or retires from employment with the Frankfort City Police Department and a permanent position is made available in which the officer hired under the COPS FAST GRANT will be allowed to fill.

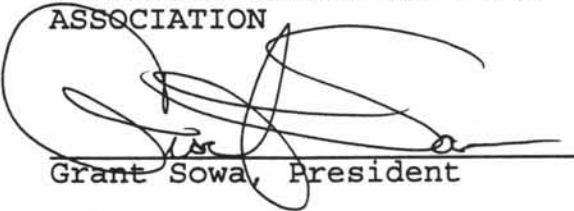
If there are no provisions or positions made available which will allow the employee hired under the COPS FAST GRANT to maintain employment with the Frankfort City Police Department, the employee will be terminated at the end of the contract duration time.

IN WITNESS WHEREOF, the parties hereto have agreed to this letter of understanding executed this 1st day of July, 1995.

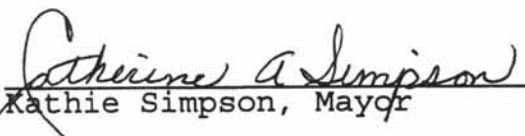
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

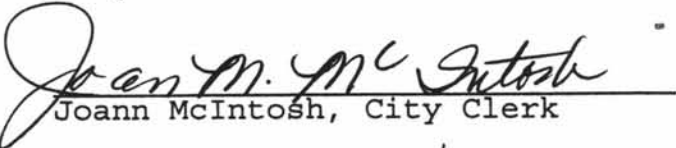

Patrick J. Spidell
Business Agent

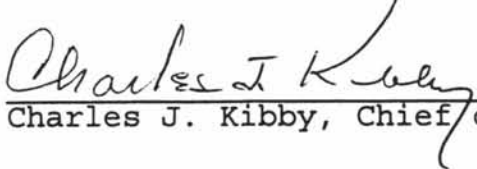
FRANKFORT POLICE OFFICERS
ASSOCIATION


Grant Sowa, President

CITY OF FRANKFORT


Kathie Simpson, Mayor


Joann McIntosh, City Clerk


Charles J. Kibby, Chief of Police