

ORIGINAL  
Labour Council  
N.F.O.P.

12/31/92

Express

12-31-92

AGREEMENT

BETWEEN

THE

CHARTER VILLAGE OF MILLINGTON

AND THE

LABOR COUNCIL, MICHIGAN

FRATERNAL ORDER OF POLICE

Millington, Charter Village of

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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AGREEMENT

THIS AGREEMENT, made and entered into this 18<sup>TH</sup>  
day of DECEMBER 1989 and effective on the 1st  
day of JANUARY 1990 between the Charter Village of  
Millington, hereinafter referred to as the "Employer", and the Labor  
Council, Michigan Fraternal Order of Police, hereinafter referred to  
as the "Union". Agreement to cover years 1990, 1991 and 1992. Con-  
tract term shall be from January 1st thru December 31st inclusive.

ARTICLE 1

RECOGNITION

The Employer pursuant to and in accordance with all applicable provisions of Act 379 of 1965 as amended, recognizes the Labor Council, Michigan Fraternal Order of Police, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment in the bargaining unit, which shall consist of all full-time, patrolman unit one and police sergeant and lieutenant unit two of the Charter Village of Millington Police Department, but exclusive of the Chief of Police, part-time officers, clerical employees and any other employees.

ARTICLE 2  
MANAGEMENT RIGHTS

The Charter Village of Millington on behalf of the electors of the Charter Village of Millington, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

Section 1.

Of exclusive management and control of the government system, its property, facility, operations and affairs.

Section 2.

To hire employees, determine their qualifications, conditions of employment, dismissal, donation, suspension, or layoff; to determine the number and scheduling of all employees, to promote, to determine the size of the work force; and to assign duties to and to direct all employees.

Section 3.

To determine services, supplies and equipment, to determine all methods and means of distributing and/or disseminating its services, to determine the method and standards of operation.

Section 4.

To use part-time employees in bargaining unit work when emergency places demands which exceed the manpower capability of the Police Department, provided, however; that the use of part-time employees shall not be for or with the purpose of eroding the unit work force.

Section 5.

To determine the number and location of its facilities.

ARTICLE 2 - MANAGEMENT RIGHTS (Continued)

Section 6.

To determine the size of the management organization, its functions, authority, amount of supervision and table on organization. To manage its affairs effeciently and economically including the determination of quantity and quality of services to be rendered.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duty and responsibilities by the Charter Village of Millington, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the constitution and laws of the State of Michigan and the United States.

ARTICLE 3

AGENCY SHOP

Section 1.

It is agreed and understood that all present employees covered by this Agreement who are members of the bargaining unit shall remain members in good standing for the duration of this Agreement as a condition of continued employment, and pay to the Labor Council, Michigan Fraternal Order of Police a monthly fee on dues.

Section 2.

New employees shall within thirty-one (31) days following their date of employment, pay dues or service fee to the Labor Council,

### ARTICLE 3 - AGENCY SHOP (Continued)

Michigan Fraternal Order of Police, as a condition of employment and shall become and remain in good standing during the term of this Agreement.

#### Section 3.

If an employee fails to pay said dues and/or service fee, and is in arrears for thirty (30) days or more, the Union shall notify the employer in writing and the employee shall be separated from his employment as a voluntary quit.

#### Section 4 - Check-Off;

The employer agrees to deduct dues from the employee's pay during the first two (2) weeks in the pay period each month.

#### Section 5 - Save Harmless:

The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, liability and any other actions arising from this article or compliance therewith by the employer.

### ARTICLE 4

#### GRIEVANCE PROCEDURE

Definition of a 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 and/or the Charter Village of Millington Police Department rules and regulations.

It is the intent of both the employer and the Union to prevent grievances and to settle any which may arise as promptly and fairly as

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

possible. All time limits hereinafter specified shall be adhered to unless extended by both parties. Any grievance not appealed within the specified time limits by the Union shall be considered as dropped by the Union and grievant.

Any grievance not answered by the employer within the specified time limits shall be construed as a granting of the grievance. (Saturday, Sunday, and Holidays shall be excluded from time limits).

A. Grievance Procedure - Step One.

A grievance must be submitted in writing by the employee or steward to the Chief of Police or his designee within five (5) working days of the occurrence of the condition(s) giving rise to the grievance, or within five (5) working days of the date the employee should reasonably have become aware of the condition(s) giving rise to the grievance, whichever is later, in order for the matter to be considered grievable under this Agreement.

The Chief of Police or his designee shall sign and date a copy of the grievance and shall return same to the employee or steward. The Chief of Police or his designee shall provide a written answer to the steward within five (5) days.

In the event the written answer of the Chief of Police or his designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure.

B. Grievance Procedure - Step Two

If the grievance is not resolved at Step 1 of this procedure, the grievance shall be presented in writing to the President of the

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

Village of Millington by the Steward of the Union and/or a Labor Council Michigan Fraternal Order of Police Representative, within seven (7) working days after the response of Step 1 was due. The Village President shall sign and date the Union copy. A meeting shall be held between the Village President, the grievant, and his representative within seven (7) days of the date the grievance was advanced to Step 2. The date and time to meet shall be by mutual agreement of the parties. On conclusion of the meeting the Village President shall within ten (10) days give his response in writing to the Labor Council, Michigan Fraternal Order of Police Representative.

C. Grievance Procedure - Step 3

If the answer at Step 2 is not satisfactory the Labor Council, Michigan Fraternal Order of Police representative wishes to carry the grievance further, he shall within ten (10) working days from the date of the President's answer, present the grievance to the Village Council at a special (Closed) committee meeting. If the request for a (Special closed committee meeting) is denied, the grievance shall be advanced to Step 4. If a meeting is held, the committee shall within seven (7) days respond in writing their answer.

D. Grievance Procedure - Step 4

If the answer to Step 3 of this procedure is not satisfactory, the Union representative within twenty (20) working days shall submit the grievance to arbitration. Written notice to the employer shall constitute a request for arbitration. The Michigan Employment Relations Commission shall be requested to provide a panel of seven (7) arbitrators. The Union and the employer shall make alternate strikes from the panel

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

list, with the last name on the list to be selected.

The rules of the Michigan Employment Relations Commission apply to all arbitration hearings. The arbitrator 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.

Fee and authorized expenses for the arbitrator shall be shared equally by the employer and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this Agreement.

E. Restitution/Reinstatement

Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the employer agrees to reinstate the employee to the employee's former position in effect on the day of the discharge, demotion, or suspension. Computation for any back wages or benefits for suspensions or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workman's compensation and benefits received including wages earned with other employers during the period. A decision may be rendered to reinstate the employee without back compensation or benefits.

Time limits at any step may be extended by mutual agreement in writing. Steps of the grievance procedure may be waived upon 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.

Notwithstanding any provisions of this article (#4) the Union may commence any grievance not arising from the daily work routine directly

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

with the Village President level of the grievance procedure as provided in Step #2 of this Article.

ARTICLE 5

DISCHARGE AND DISCIPLINE

The employer may discharge, suspend an employee for just cause, but with respect to discharge or suspension the employer shall have given the employee at least one written reprimand in writing and a copy of same to the Union and the steward, except no such warning need be given to an employee before he is discharged or suspended as provided by the rules and regulations of the Village of Millington Police Department.

- A. Dishonesty
- B. Recklessness that could result in a serious accident while on duty.
- C. Discharging a weapon for reasons other than in saving a life of another human being or yourself, and apprehending a KNOWN FELON.
- D. Falsifying sick or any other cause of absence.
- E. Conviction of any criminal offense except minor traffic offenses.
- F. Improper use of a Village vehicle. (Example - For personal use)
- G. Insubordination
- H. Being under the influence of liquor or drugs on duty.
- I. Use of abusive or improper treatment to any person either

ARTICLE 5 - DISCHARGE AND DISCIPLINE (Continued)

in custody or not. Minimum force is always used in self defense or to protect the welfare of another person.

J. Offensive conduct, language and degrading other members of the Millington Police Department and Members of the Village Council either oral or in writing.

K. Failure to maintain communication with the central dispatcher at all times while on duty.

L. Violation of any lawful and reasonable official regulation made or given by a superior officer.

M. Any action that would bring discredit upon the Police Department and on the Village while on or off duty.

N. Loss of Badge/Weapon through neglect.

O. Failure to comply with the Law Enforcement Code of Ethics.  
See attached copy.

P. Failure to ring own time card.

Q. Failure to respond when a violation of the law has been committed in Officer/Patrolman's presence.

ARTICLE 6

SENIORITY AND PROBATION

Section 1. PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of twelve (12) months from the employees last date of hire. Probationary employees may be released from his/her employment with the Village of Millington Police Department by written notice at any time within the

ARTICLE 6 - SENIORITY AND PROBATION (Continued)

twelve (12) months probationary period.

Section 2. SENIORITY

On completion of a twelve (12) months probationary period, the employee's seniority shall be from the last date of hire.

ARTICLE 7

LAY OFF AND RECALL

Section 1.

The word layoff means the reduction in the working force due to the decrease of work or limitation of funds. Responsibility of the Millington Village Council.

Section 2.

Part-time employees shall be laid off first then probationary employees. Seniority employees will be laid off according to seniority. If one employee is laid off and seniorities are alike, the Village Council will have the authority to make the decision of which employee is to be laid off. Employee(s) to be laid off for an indefinite period of time will have at least (7) calendar days notice of layoff. The Union Representative shall receive a list from the employer on employee(s) being laid off on the same date the notices are issued to the employee(s).

When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff, provided the employee with the greatest seniority are able to perform the work. If the position is still existing, the employee(s) shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is open again.

ARTICLE 7 - LAY OFF AND PROBATION (Continued)

Notice of recall may be by telephone, confirmed by Certified mail to the employee's last known address. The laid off employee must respond within three (3) days after receiving the Certified letter. If after the above steps were conducted and the employee cannot be located, the next employee with less seniority will be recalled. If there are no other laid off employees, the Village will seek new hires. If employee is laid off longer than seniority; employee loses recall rights.

ARTICLE 8

HOURS AND RATES OF PAY

Section 1. WORK DAY AND WORK WEEK

A regular work day shall consist of eight (8) working hours; a work week shall consist of forty (40) hours.

Section 2. OVERTIME

All hours worked in excess of eight (8) hours in a work day and forty (40) hours in a work week shall be considered overtime and shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay.

All overtime will be authorized by the Chief of Police or Village President.

Section 3.

All overtime shall be offered by seniority to full-time employees first. If full-time employees decline the overtime part-time employees may be used.

Section 4.

Posted work, vacation and day off schedules shall not be

ARTICLE 8 - HOURS AND RATE OF PAY (Continued)

changed without consent and agreement of the employee. Schedules shall be posted fifteen (15) days prior to effective date.

Section 5.

Shift preference shall be by seniority. Shift picks shall be by three (3) month periods.

ARTICLE 9

HOLIDAYS

Section 1. Employees shall be granted the following holidays:

FULL DAY

New Year's Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Veterans Day

Good Friday

ARTICLE 9 HOLIDAYS (Continued)

Section 2. HOLIDAY PAY

Employees shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays, whether he works these days or not. If an employee works on any of the specified holidays he shall be compensated at two (2) times his regular rate of pay for that day in addition to his holiday pay.

ARTICLE 10

VACATION

Section 1.

All employees shall become eligible for vacation with pay at their regular rate of pay in accordance with Table I set forth below when they have attained one (1) year of seniority or more.

TABLE I

After 1 year                      5 days

After 2 years                     10 days

After 5 years                    15 days

After 15 years                  20 days

After 16 years - add one additional day each anniversary date for maximum accumulation of 30 days.

Section 2.

Employees may carry over no more than one half ( $\frac{1}{2}$ ) of his allocated vacation time from year to year on the employee may option to receive pay for the unused days at his regular rate of pay during the last payroll of the calendar year in which vacation days were earned.

ARTICLE 10 - VACATION (Continued)

Section 3. Employees shall be paid at their regular rate of pay for unused vacation days if the employee retires, resignation, layoff or to the employee's family in case of death.

Section 4.

Vacation time will be approved by the Department Head with two (2) weeks advance notice to be given. Department head will notify Council of vacation time.

ARTICLE 11

PERSONAL LEAVE

Each employee shall be granted three (3) personal leave days each calendar year with pay. Personal days will require twenty-four (24) hour notification to Department Head. Personal days cannot be used the day prior to or the day after vacation or holiday time. (Emergency cases will be considered by Department Head). Personal days must be taken not less than four (4) hours or one-half ( $\frac{1}{2}$ ) day at a time.

ARTICLE 12

WORKMAN'S COMPENSATION

Any loss of time for sickness or accidents attributable to the employee's duties and compensable under the Workman's Compensation Act shall not be deducted from sick leave. For loss of time due to injury in connection with the employee's duties and compensable under the Workman's Compensation Act, the employee will be paid by the employer the

ARTICLE 12 - WORKMAN'S COMPENSATION (Continued)

difference between the amount paid of Workman's Compensation and the employee's weekly salary, in accordance with the following provisions.  
Difference in pay for sixty (60) days.

Such sickness or injury in connection with the usual duties of the employee shall be reported immediately to the employer or his immediate supervisor by the employee. The employee will procure from the Village Clerk (Hereby designated as the employer's representative in compensation cases) the necessary form for the doctor's statement and, at the same time, file a complete statement of sickness or injury, as provided in the Workman's Compensation Act.

ARTICLE 13

OUTSIDE EMPLOYMENT

No employee of the Village will have another job conflicting with the duties toward the Village.

ARTICLE 14

FUNERAL LEAVE

All employees shall be entitled to a three day funeral leave with pay for the purpose of attending funeral and personal matters pertaining to the funeral as a result of a death in the immediate family and verification thereof. Such leave shall be taken at the time of death. Immediate family defined as Spouse, Children, Stepchildren, Parents, Step-Parents,

ARTICLE 14 - FUNERAL LEAVE (Continued)

Brother, Sister, Parent-in-laws and Grandparents. A one day funeral leave with pay will be allowed for Step-Brother, Brother-in-law, Step Sister, and Sister-in-law. All employees shall receive one (1) day without pay, or personal day/vacation day, if desired to attend a funeral of other close relatives or to act as pallbearer.

ARTICLE 15

COURT AND CALL BACK TIME

Section 1. COURT TIME

When an employee is required to appear in court (Circuit or District) on implied consent hearings under subpoena or otherwise during off duty hours, he shall receive a minimum of two (2) hours pay at one and one half ( $1\frac{1}{2}$ ) times his regular rate of pay. Additional hours shall be paid at one and one half ( $1\frac{1}{2}$ ) times rate.

If the employee is required to furnish his own transportation the employer shall pay the employee mileage of twenty (20) cents for total miles driven if the employee furnishes his own transportation.

If employee is on duty during court day he will not receive the above mentioned court pay.

If court cases are more than five (5) hours in one day he will not work that day, but will be paid eight (8) hours at regular rate with that day off plus mileage.

All monies received for court appearances shall be turned over to the Village Clerk.

ARTICLE 15 - CALL-BACK TIME (Continued)

Section 2. CALL-BACK TIME

Employees who are called back to work during their off duty time shall be paid at one and one-half ( $1\frac{1}{2}$ ) times their regular rate of pay with a minimum of two (2) hours per call back.

ARTICLE 16

COLLEGE INCENTIVE PROGRAM

Employee shall receive pay based on semester credit hours as follows starting at (0) hours.

30 credit hours	2%
60 credit hours	5%
90 credit hours	7%
120 credit hours	10%

All classes must be related to receiving a degree in Law Enforcement and approved by Council.

ARTICLE 17

INSURANCES

Section 1. HOSPITALIZATION INSURANCE

The employer will furnish and pay the premium on Hospitalization Insurance, including the Major Medical Plan with Prescription Rider (\$3.00) Co-pay payable by the employee, for the employee and eligible family members. (See employees copy of Hospitalization and Major Medical Plan for detailed benefits).

ARTICLE 17 - HOSPITALIZATION INSURANCE (Continued)

If any deductible applies to the employee due to an accident or sickness while on duty, the employer shall pay the deductible cost. Hospitalization Insurance on carrier shall not be changed without employee approval.

Section 2. FALSE ARREST INSURANCE

The employer shall furnish and pay premium on false arrest insurance for each employee in the amount of at least one million, five hundred thousand (\$1,500,000) dollars.

Section 3. DENTAL PLAN

The employer shall furnish and pay the premium on an 80-20 dental plan for the employee and eligible family members. A copy of the dental plan shall be attached to and become a part of this agreement. The Dental Plan shall be maintained as written or as improved by agreement.

Section 4. INSURANCE PLANS

Copies of the following insurance plans shall be attached to and become a part of this agreement:

Hospitalization Insurance

Life Insurance

Dental Insurance

False Arrest Insurance

ARTICLE 18

RETIREMENT PROGRAM

The employer will furnish the employee with a retirement income plan payable by the employer immediately on employment. A copy of the retirement shall be attached to this agreement. To be effective on on

ARTICLE 18 - RETIREMENT PROGRAM (Continued)

before January 1, 1991.

ARTICLE 19

UNIFORM ALLOWANCE

Section 1. UNIFORM ALLOWANCE

Employee's uniforms shall be furnished by the Village as set by the Council.

Section 2. CLEANING UNIFORMS

Cleaning of said uniforms shall be furnished by the employer.

Section 3.

Employees shall be allowed a shoe or winter boot allowance in the amount of sixty (\$60.00) dollars each calendar year on proof of purchase of shoes or winter boots.

ARTICLE 20

REPRESENTATIVES

Section 1.

The bargaining committee of the Village of Millington Police Department shall not include more than one employee of the bargaining unit and one (1) non-employee representative.

Section 2.

In the event negotiation meetings are held at the time when an employee representative would normally be on duty, said employee

ARTICLE 20 - REPRESENTATIVES (Continued)

will be paid at his regular rate of pay, but only for those hours that he would normally have been working. When computing overtime for such employees, normal working hours spent in negotiations will be counted just as though they were spent on duty.

Section 3.

One employee of the bargaining unit shall also be designated as steward for the purpose of processing grievances. In the event that it becomes necessary for a steward to process a grievance on what would be normal duty time, he shall be paid at his regular rate of pay for that time just as though he was working.

Section 4.

The employer agrees that accredited representatives of the Union, whether local, state or national representatives shall have reasonable access to the premises of the employer at any time during working hours to conduct business relating to administration of this agreement.

ARTICLE 21

MEETINGS

Section 1.

Special meetings between the employer and the Union may be held at any time upon mutual agreement of the parties. Request for special meetings must be in writing and specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meetings.

ARTICLE 22  
AUTHORIZED LEAVE

Section 1. LEAVE FOR LABOR COUNCIL MEETING

A one (1) day leave with pay each calendar year will be granted to one (1) steward of the Union to attend the Labor Council Meeting.

ARTICLE 23  
WAGES

Section 1.

The following wages shall be effective January 1, 1990, January 1, 1991, and January 1, 1992.

<u>SERGEANT-----1990</u>	<u>SERGEANT-----1991</u>	<u>SERGEANT-----1992</u>
Hourly-----\$12.92	Hourly-----\$13.92	Hourly-----\$14.92
Annually-----\$26,873.60	Annually-----\$28,953.60	Annually-----\$31,033.60
<u>PATROLMAN-----1990</u>	<u>PATROLMAN-----1991</u>	<u>PATROLMAN-----1992</u>
Hourly-----\$11.87	Hourly-----\$12.37	Hourly-----\$12.87
Annually-----\$24,689.60	Annually-----\$25,729.60	Annually-----\$26,769.60

NEW HIRE PATROLMAN PAY TO BE BASED ON YEAR PATROLMAN HIRES IN

START.....80%  
ON COMPLETION OF 6 MONTHS.....90%  
ON COMPLETION OF 18 MONTHS.....100%

ARTICLE 24  
ADMINISTRATION

The presiding officer of the Village Council shall be as designated by the Village Charter, the Administrator of each and every department and also shall be the representative between the Village Council and Department Head.

ARTICLE 25  
SAFETY

Section 1.

Safety for Village employees always comes first. The Village agrees that a vehicle with unsafe equipment can be removed from service by employee for the following reasons:

1. Bad tires
2. Steering
3. Brakes
4. Wheel alignment

Section 2.

At the end of each shift, the employee will fill out a vehicle check list and make a copy for the Chief of Police and Village Clerk.

Section 3.

All employees will fill out a form when a vehicle is damaged or when a wrecker is called to put a vehicle back in use. The form should state all damages and time of damages and copies should be submitted to the Chief of Police and the Village President at the time of damage.

ARTICLE 26  
UNIT EMPLOYEE RIGHTS

PROVISION FOR LEGAL COUNCIL. Whenever any claims are made on 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 for, engage in, shall 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 officer who is under the influence of intoxicants or drugs.

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

ARTICLE 27

PROMOTIONAL PROCEDURE

VILLAGE OF MILLINGTON POLICE DEPARTMENT

The following Promotional Procedure shall be adopted by the Village of Millington and the Labor Council, Michigan Fraternal Order of Police to become effective January 1, 1987, for Promotion to Classifications above the rank of Patrolman.

- A. Posting of Notice---shall state position open.
- B. Applicants shall apply in writing to the Chief of Police within 20 days of posting.
- C. To be eligible applicants shall have three (3) years experience as a full-time patrolman with the Village of Millington Police Department from the employees last day of hire.

ARTICLE 28

DURATION

THIS AGREEMENT shall be effective on the 1st day of January, 1990 and shall remain in full force and effect through the 31st day of December, 1992. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary day that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall

ARTICLE 28 - DURATION (Continued)

continue in full force and effect until a new contract agreement has been negotiated and signed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 18<sup>th</sup> day of December, 1989.

VILLAGE OF MILLINGTON

Sydney W. Odom  
Village President

Judith L. Snover  
Village Clerk

FRATERNAL ORDER OF POLICE

E. Ray Hawco  
L.S. M.F.O.P.

Dennis D. Hawco  
Union Steward