

AGREEMENT

THIS AGREEMENT is entered into between the City of Montrose, Montrose, Michigan, and members of the Montrose Police Department who are represented in accordance with this Agreement, by the Fraternal Order of Police, State Lodge of Michigan, Labor Council, City of Montrose Police Department Division, for the purpose of establishing wage rates, hours of employment, working conditions and other terms and conditions of employment in accordance with the Public Acts of the State of Michigan in order to improve the relationship between the parties. Hereafter, the City of Montrose shall be referred to as the "Employer" and the Fraternal Order of Police, State Lodge of Michigan, Labor Council, City of Montrose Police Department Division shall be referred to as the "Union".

RECOGNITION

Section 1.0. Collective bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965 as amended, the Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining in respect to their rates of pay, wages, hours of employment and other conditions of employment for all full time employees employed in the Montrose Police Department in the following described unit:

ALL full time police officers for the City of Montrose Police Department;
BUT EXCLUDING the Chief of Police and part time employees.

Section 1.1. Extra-Contract Agreement. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any such employee(s) with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agent status of this unit. This provision shall be limited to the employees covered by this contractual Agreement.

REPRESENTATION

Section 2.0. Stewards.

(A) The employer recognizes the rights of the Union to designate a steward from the unit described in this Agreement. Once a steward and an alternate are selected, their names shall be submitted to the Police Chief and to the City Manager for their information.

(B) Duties of the Steward. When requested by an employee, the steward may investigate an alleged or actual grievance, provided however, that the investigation of a grievance shall be done in such a manner that the work of the department comes first. Whether or not requested by employee, the steward shall be given the opportunity to be present at the section 19 procedures. The steward shall not be paid for off-duty time spent investigating or preparing for the grievance procedure and shall be paid for the attendance at the grievance procedure only if said procedure is scheduled during his normal working hours. At any time the steward is called in for a conference during his off-duty hours by the Chief of Police or City Manager, the steward shall be compensated at his regular rate of pay for actual time spent.

Montrose, City of

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize not more than two (2) representatives. The Union shall furnish the Employer with a written list of the Union's bargaining committee prior to the first bargaining meeting.

Section 2.2. Payment of bargaining committee. Members of the Union engaged in bargaining who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. Bargaining sessions will be scheduled so as not to disrupt the normal operation of the department or interfere with previously announced schedules.

SECURITY & CHECKOFF

Section 3.0. Non-Discrimination. The Employer and the Union agree that no employee covered by this contract shall be subject to discrimination in any manner or for any reason because of such employees or other person's race, creed, color, sex, political affiliation or national origin. The Employer shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The Employer and the Union further agree not to discriminate against any employee because of membership in the Union.

Section 3.1. Security. It is agreed and understood that all present employees covered by this Agreement, who are members of the Union, shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date hereof, were not members of the Union shall, within thirty-one (31) days after the effective date hereof, become and remain members in good standing as a condition of continued employment, or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union. New employees hired during the term of this Agreement shall likewise have thirty-one (31) days to either join the Union or pay the equivalent representation fee.

Section 3.2. Checkoff. The Employer agrees to deduct from the wages of each individual employee who becomes a member of the bargaining unit the Union's dues subject to the following subsections.

(A) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretation made thereof.

(B) All checkoff authorization forms shall be filed with the Employer's payroll office who shall return any incomplete or incorrectly completed forms to the Union's treasurer and no checkoff shall be made until such deficiency has been corrected.

(C) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not way of limitation, state, national or other dues or assessments or other amounts for Union activities. The fair share representation shall be that amount which the treasurer of the Union so notifies the Employer.

(D) The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fees to be deducted from the wages of employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

Section 3.3. Checkoff Authorization Form. The Union shall exclusively use the following checkoff authorization form:

DUES CHECKOFF CARD

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD
6735 Telegraph Rd., Suite 395, Birmingham, MI 48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$21.00 per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip
Social Security Number	SIGNATURE	Date	

11/25

STRIKES AND LOCKOUTS

Section 4.0. The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Labor council, Michigan Fraternal Order of Police therefore agrees that there shall be no interruption of services performed by the employees covered by this Agreement for any reason whatsoever nor shall they 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, sit-downs, stay-ins, slow-downs, or stoppages of work that interfere with the services of the Employer. Any employee who commits any of the acts prohibited in this Section shall be subject to discharge or other disciplinary actions as may be determined by the Employer.

Section 4.1. The Employer shall agree that there shall be no lock-out of the employees in the bargaining unit during the terms of this Agreement.

MANAGEMENT RIGHTS

Section 5.0. The Employer on its own behalf and on the behalf of its electors hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and United States, the City Charter, the City of Montrose Ordinances as amended, and any resolutions passed by City elected officials.

All rights which originally vest in and are exercised by Employers except such as are specifically relinquished within this Agreement are reserved to and remain vested in the Employer.

Section 5.1. Rules and Regulations. Rules of conduct and rules or regulation governing the operation of the Montrose Police Department not inconsistent herewith and ineffect as of the date of this Agreement shall remain in force. There may be amendments, supplements, and additions to said rules and regulations during the term of this Agreement. Such rules shall be reasonable and shall relate to the performance of a police officer's duty. It is recognized that rules governing off-duty conduct are related to proper performance of the police.

Section 5.2. Notification of Amendment. The Employer agrees to notify, except in cases of emergency, the Union of any amendments to the departmental personnel policy and department regulations in advance of their effective date. All such amendments to the rules and regulations shall be subject to the grievance procedure.

UNION RIGHTS

Section 6.0. Discussion of Union Business. Members shall be permitted to discuss Union business with other members of the bargaining unit during their duty hours provided such discussion shall not interfere with the performance of the members' duties.

Section 6.1. Humanitarian Clause. Should an employee covered by this Agreement becomes physically or mentally handicapped to the extent that he can not perform his normal duties, the Employer shall make reasonable efforts to place the employee in a position that he is physically and mentally able to perform. Wages will be adjusted to conform to the responsibilities of such position

Section 6.2. Bulletin Board. The Employer will provide a bulletin board in the police building which may be used by the Union for posting notices limited to:

- (A) Notices of Union recreation or social events.
- (B) Notice of Union elections and results.
- (C) Notice of Union meetings and results.
- (D) Official Union communications.
- (E) Official social communications.
- (F) Other information which is not derogatory to the Employer or its administration.

Section 6.3. Personnel Files. Employees personnel files shall be kept under the strict control of the office of the City Manager. The Employer shall not allow anyone other than those provided by law to review, have a copy of, or in any way peruse in whole or part the personnel file or any document which may become part of these files. An employee by right may review his personnel file as to its total content in the presence of the Chief of Police or City Manager; except the background investigation and the files relative to an active internal affairs investigation in progress. All requests to review personnel files shall be made upon written request to the Chief of Police.

Section 7.0. Hours and Work Schedule. For the purposes of a work schedule for the Montrose City Police Department, pass days (days off) will be based on two (2) week periods, in place of one (1) week periods, allowing up to four (4) days off in one (1) week.

Payments will be bi-weekly, based on a regular forty (40) hour work week. Total hours scheduled for the bi-weekly period will be eighty (80) hours. Pay at the overtime rate will be paid in any week where the hours worked are beyond the scheduled work week. Overtime rate shall be paid at one and one half (1½) times the employees base rate of pay. When an employee works at a school function he shall be paid at one and one half (1½) time his regular rate of pay. Employee shall receive a separate check. If pay day falls on a holiday, employees shall be paid on the day prior to the holiday by 3:00 P.M. Employees working night shift shall receive their pay check the night prior to the pay day. All paid leaves shall be counted as time worked for the purpose of computing overtime pay.

Section 7.1. Rates of pay. Employees shall be paid according to the terms set forth herein.

Section 7.2. Full-time Employees Wages. Employees hired with past experience with the City of Montrose Police Department may be compensated at 1 to 2 year level. Longevity increases added to base rate where applicable.

	<u>1987</u>	<u>1988</u>	<u>1989</u>
0 - 1 year	\$16,900	\$17,576	\$18,279
1 - 2 yrs	\$17,700	\$18,408	\$19,144
2 - 3 yrs	\$18,498	\$19,238	\$20,008
3 - 4 yrs	\$19,400	\$20,176	\$20,983
4 or more	\$20,800	\$21,632	\$22,497

Section 7.3. Longevity. A longevity plan is hereby established and payable as indicated below, longevity increases shall be added to and become a part of the employees base rate of pay on the employee anniversary date of hire.

On completion of seven (7) years - 2.5%

On completion of ten (10) years -3%

On and after the completion of ten(10) years of service, employee shall receive an additional 3% longevity increase each three (3) years thereafter to be added to and become a part of the employees base rate of pay on the employees anniversary date of hire. This increase shall be in addition to any negotiated wage increase.

Section 7.4 Shift Preference. Shift assignments and hours will be at the discretion of Management in the best interest of the employer, using the employees seniority preference. In the event of schooling, special events, or emergencies, shift assignments may be temporarily changed using seniority preference.

Section 7.5 Safety.

- (A) During the night shift the employer shall assign two (2) man cars on patrol.
- (B) The Chief of Police may assign two (2) one(1) man cars on at the same time for special events or emergencies, providing that if an arrest is made, that would take one car out of the City, both officers shall double up.

(C) Vehicle Safety.

Section 1 All police vehicles shall be equipped with but not limited to the following equipment:

- A. Safety screen
- B. Spot lights (white)
- C. Safety flares

Section 2 The Employer shall maintain all police vehicles and other equipment in a safe condition. When a defect occurs in a vehicle or other equipment the vehicle shall be removed from service until such defect has been repaired. Employees shall not be required to use defective vehicles or other equipment.

Examples by way of illustration but not limited to:

Vehicle front ends	Steering
Brakes	Tires
Vehicle radios	Walkie talkies

INSURANCE

Section 8.0. Life Insurance. The Employer shall furnish life insurance on the full-time employees covered by this Agreement with accidental death benefits of not less than ten thousand (\$10,000.00) dollars.

Section 8.1 Hospitalization and Medical Coverage. The employer will provide hospitalization and medical coverage for each full-time employee covered under the terms of this agreement. The employer will pay the entire premium for the full time employee and eligible dependents. The employer reserves the right to substitute another carrier, provided that the benefits and coverage are not reduced.

In no case is the selection of an insurance carrier to be considered a bargainable issue, under the terms of this contract. The employer shall furnish full-time employees not currently covered by a dental plan with the same coverage in effect for other full-time employee of the City.

The employer shall furnish and pay the premium on the dental plan for the employee and eligible family members.

Section 8.2 Liability Insurance. The Employer shall furnish liability insurance protecting the employee from liability that arises out of and in the course of their employment such as is now in effect.

Section 8.3. Health and Accident. Health and Accident benefits will be provided to all full-time employees covered under the terms of this Agreement. This insurance is for the protection of the employees from accident and illness unrelated to employment. Coverage will include a seven (7) day waiting period and provide coverage for seventy percent (70) of the weekly wage for a maximum period of twenty six (26) weeks. Employees may use two (2) sick leave days per week, from accumulated sick leave, to supplement the above benefits. Such other benefits as are normally provided in a policy of this type will also be included.

Section 8.4. Workmen's Compensation. In the event an employee sustains an occupational injury he will be covered by applicable Workmen's Compensation Laws. In the event an employee receives sick leave compensation and subsequently, such

employee is awarded Workmen's Compensation for the same period of time, the employee shall reimburse the City for such amounts received as sick leave compensation, and the City shall credit the employee's sick leave account with the number of days so used as sick leave. Employees may use one (1) sick leave day per week from accumulated sick leave, up to a maximum of thirty (30), to supplement Workers Compensation benefits received.

Section 8.5. Premium Continuation. The Employer agrees to furnish and pay for hospitalization coverage under the following situations: death related to employment, layoff and compensable injury. Employees with up to five (5) years seniority will have premiums paid for six (6) months. Employees with seniority of five (5) years and over will have premiums paid for one (1) year. In the event of death from a non-work related situation, the benefits will be three (3) months if seniority is five (5) years or more. Part-time employees are not entitled to the above.

SICK LEAVE

Section 9.0 Sick Leave Accumulation. Each full-time employee may accumulate one (1) sick day per month up to a maximum of thirty (30) days.

Section 9.1. Notification. The employer shall be promptly notified of the disability or illness of the employee, not less than two (2) hours prior to shift time. Proof of disability or illness may be required by the City.

Section 9.2 Payment of Sick Days. All payment for sick days shall be made at the employees current base rate of pay. Any accumulation over thirty (30) days will be paid to the employee on his/her anniversary date each calendar year at a rate of fifty (50) % of his/her base rate of pay up to a maximum of twelve (12) per year.

Upon termination the employee will receive payment at one hundred (100) per cent of his/her accumulated sick leave days up to a maximum of fifteen (15) days or less.

VACATION LEAVE

Section 10.0 Accumulation. Upon completion of one (1) year employment each full time employee, shall earn vacation time according to the following schedule.

after 1 year of continuous employment: 5 days
after 2 years of continuous employment: 10 days
after 6 years of continuous employment: 15 days
after 13 years of continuous employment: 20 days
after 20 years or continuous employment: 25 days

Section 10.1. Vacation Request. Request Slips shall be made out and submitted to the Chief of Police or his designee for approval for all vacations. Final approval for vacation requests shall be made by the City Manager or his designee.

Section 10.2. Vacations must be requested at least two (2) weeks prior to said vacation for approval to be granted.

Section 10.3. Vacation time is not cumulative, and must be taken unless the employee requests and receives permission to work and receives vacation pay in lieu of time off. Such request may be granted for justifiable reasons and must be approved in advance by the Chief of Police and the City Manager. If an employee is disallowed his vacation due to departmental emergency or scheduling and vacation cannot be rescheduled within the time limitations, such unused vacation days shall be added to and used in the employees next years vacation time or the employee may choose to be paid for such days at his regular rate of pay.

Section 10.4 If a holiday falls during an employees scheduled vacation, the employee may elect to take the day off as a holiday and receive eight (8) hours holiday pay as specified in Section 14.0 and or charge the day off as a vacation day and receive eight (8) additional hours of straight pay.

PERSONAL LEAVE DAYS

Section 11.0. Number and Use. Each full-time employee covered by this Agreement shall be allowed two (2) personal days per year to be used for the purpose of attending or caring for personal matters which cannot be handled during the employee's scheduled days off. Personal leave days shall be granted with reasonable notice to the Chief of Police with not less than 24 hours notice. Personal leave days shall not be deducted from employee's sick day accumulation.

Section 12.0. Full time employees shall be paid for any regular time lost not to exceed three (3) working days at the time of death or funeral of a member of the employee's immediate family. For purposes of this Agreement, an employee's immediate family is defined as father, mother, father-in-law, mother-in-law, spouse, child, sister, brother, and grandparents.

UNION LEAVE DAYS

Section 13.0. A full time member of the bargaining unit elected to a Union position which requires him to be absent from his employment with the Employer shall be allowed, two (2) days in any twelve (12) month period with pay. Such leave shall not be deducted from the sick day accumulation or vacation time. Notice shall be given in advance with prior approval required, by the Chief of Police so that the Union leave days shall not disrupt the normal operation of the department.

PAID HOLIDAYS

Section 14.0 All full time employees covered by this Agreement shall receive eight (8) hours pay at their regular rate of pay for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved.

New Year's Day	Labor Day	Good Friday Day
Memorial Day	Thanksgiving Day	Christmas Eve Day
Independence Day	Day after Thanksgiving	Christmas Day
New Year's Eve Day		

Section 14.1 Worked Holidays. If an employee is required to work on any holiday, then such employee shall be paid at one and one half (1½) times his regular rate for hours worked.

SENIORITY

Section 15.0 Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing with his last date of hire. It shall equal the time actually spent on the active payroll plus approved leaves of absence. A permanent full time or part time employee will begin to accumulate seniority upon the expiration of the probationary period at which time his name will be placed on the seniority list as his last date of hire as a full time or part time employee of the department.

Section 15.1. Seniority Date. There shall be separate seniority lists for regular full time and regular part time employees, and a full time employee who accepts part time work within the bargaining unit shall lose his full time seniority. Likewise, a part time employee who accepts full time work within the bargaining unit shall lose his part time seniority.

Section 15.2 Seniority Rights. The employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 15.3. Loss of Seniority An employee's seniority employment shall terminate if:

- (A) The employee quits or retires
- (B) The employee is discharged for just cause.
- (3) The employee fails to give notice of his intent to return to work within four (4) working days and/or fails to report for work within six (6) calendar days after issuance of the Employer's notice of recall. It shall be the responsibility of the employee to provide the Employer with the current address.
- (D) The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason justifiable to the Employer.
- (E) The employee gives a false reason in requesting an absence from work.
- (F) The employee is laid off for a period equal to his seniority date or twelve (12) months, whichever is the shorter, or has not for any other reason worked for the employer for a continuous period exceeding three (3) months.

Section 15.4. Maintenance of Conditions. During the term of this Agreement, employees covered by this Agreement shall retain all economic and non-economics provided herein. If in case of a merger with another Police Agency or Employer, all employees in the bargaining unit shall retain seniority rights and employment in new unit.

Section 16.0. Definition. A probationary period is established by the Employer for the purpose of observing an employee's ability, personal habits, skills, character, attendance in order that the employee may be fairly evaluated for any permanent employee status. All employees shall serve a probationary period of twelve months commencing with the first day of work, uninterrupted by any type of service break, during which time they will be termed probationary employees. Probationary employees service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

LAYOFF & RECALL

Section 17.0. Definition. Layoff shall mean the separation of the employees from the active work force due to a lack of work or funds or an abolishment of positions because of changes in the organizational structure.

Section 17.1 Order of Layoff.

(A) No permanent or probationary employee shall be laid off from his position with the police department while any temporary or part-time employees are serving in the same position or class.

(B) Seniority rights shall prevail in cases of layoff and recall where employee's ability, experience, training, physical fitness, and work record, in the opinion of the Employer, are equal; providing that when all such factors are equal, seniority shall be the determining factor.

(C) Employees who are to be laid off shall be given two (2) weeks notice.

(D) Notice of recall shall be by certified letter, to the last known address of the employee. It shall be the employees responsibility to keep the Employer informed of this address. The employee has four (4) days from the date of mailing of said letter to give notice of his intent to return to work and shall return to work within six (6) days. Failure to respond to the certified letter within a four (4) day period or failure to return to work within the six (6) day period shall result in discharge.

Section 17.2. Procedure. Except as otherwise provided, layoff shall be in inverse order of seniority and recall shall be in the inverse order of layoff.

Section 17.3. Part-Time and Employment. In the event there are laid off full-time seniority employees and part time work becomes available:

(A) The part time work shall be offered in accordance with the seniority provisions of this Contract.

(B) Acceptance of part-time work under this paragraph shall not affect accumulated full time seniority, Section 15.1 notwithstanding.

(C) A full time seniority employee working part time under this paragraph shall be recalled to full time employment before additional part time employees are hired.

DISCIPLINARY PROCEDURES

Section 18.0. Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction.

Section 18.1. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.

Section 18.2. In imposing disciplinary action on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. No disciplinary files shall be removed from an employee permanent personnel file, except in compliance with Act 397 of the Public Acts of 1978.

Section 18.3. The Employer will not impose disciplinary action upon the employee for errors or omissions on his employment application unless such errors or omissions in the opinion of the Chief of Police give rise to a material misrepresentation by the employee in securing the position with the City of Montrose.

Section 18.4. The employee will be advised and receive a copy of any disciplinary entries in his personal file within three (3) days of the entry being made.

Section 18.5 The Union steward shall be promptly notified of any discipline involving a discharge or suspension. Oral notice shall be confirmed in writing.

Section 18.6. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the employee and the Employer with the Union representative present. The employee shall then make a written statement or reply as directed by the Chief of Police. If the employee is required to stay beyond the regularly scheduled work hours to prepare such statement or reply, said employee shall be paid for said hours at the contractual rate.

GRIEVANCE PROCEDURE

Section 19.0 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 City of Montrose Police Department Rules and Regulations.

Section 19.1 Grievance Procedure - Step One. A grievance must be submitted in writing to the Chief of Police or his designee within seven (7) calendar days of the occurrence of the condition (s) giving rise to the grievance, or within seven (7) calendar days of the date the employee should reasonably have become aware of the conditions which gave rise to the grievance, whichever is later, in order for the matter to be considered grievable under this agreement.

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

The Chief of Police or his designee shall provide a written answer to the grievant, and or either Steward within five (5) working 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. Any grievance not appealed within five (5) working days after such answer shall be considered as dropped by the Union.

Section 19.2 Greivance procedure - Step Two. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing to the City Manager.

Within ten (10) working days of receipt of the grievance, the City Manager shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either Steward and/or a Union representative or a National representative. Representation of the Employer and the Union shall not exceed two (2) each, not including the grievant. If the grievance affects more than one (1) employee, the Union shall designate one employee as a representative of the group.

Within seven (7) working days following the conclusion of the meeting, the City Manager or his designee shall provide the grievant and either Steward with a written disposition of the grievance.

Section 19.3. Grievance Procedure - Step Three. In the event of an unsatisfactory decision, the Union representative may submit the grievance to arbitration within ten (10) working days following the conclusion of the Step Two answer. Written notice to the Employer shall constitute a request for arbitration.

The Employer and the Union shall meet within seven (7) working days after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel with ten (10) working days. If there is no selection from the list the Michigan Employment Relations Commission shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an

arbitrator from this list within ten (10) working days. If there is no selection from the second list, the Michigan Employment Relations Commission shall appoint the arbitrator.

The rules of the Michigan Employment Relations Commission shall 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, and judgment there in may be entered in any Court of competent jurisdiction.

Fees 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.

The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages the employee otherwise would earn less any unemployment compensation or new wages for personal services that she/he may have received during their regular course of employment for the period in question.

Section 19.4. 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 discharge, demotion, or suspension. Computation for any back wages or benefits for suspension or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment and wages earned with other Employers during the period, as indicated in Step Three, above. A decision may be rendered to reinstate the employee without back compensation or benefit.

Failure of the grievant to appeal the decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the Employer fails to render a decision on a grievance within the specific time limits. Saturdays, Sundays, holidays or days the City Offices are closed shall not be counted for purposes of grievance time limits.

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. Time limits herein provided for may be extended upon written consent of the parties.

Notwithstanding and provision of Section No. 19, the Union may commence any grievance not arising from the daily work routine directly with the City Manager level of the grievance procedure as provided in Section No. 19.2.

SPECIAL MEETINGS

Section 20.0 Agenda. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting. Discussion shall be limited to matters set forth on the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement. Special meetings shall be held within a reasonable time and place mutually agree upon. Each party shall be represented at special meetings by not more than three (3) persons consisting of three (3) from the Union and three (3) from the City of Montrose. The Union may meet at a place designated by the Employer located on the Employer's property for a period not to exceed one-half ($\frac{1}{2}$) hour immediately preceding a meeting for which a written request has been made. Employee representatives of the Union shall not be paid or credited with time by the Employer for the time spent in special meetings, unless special meetings are scheduled during the employees regular shift.

UNIFORMS, CLOTHING AND EQUIPMENT

Section 21.0 The City of Montrose will furnish each officer with uniforms, side arms and such other equipment considered necessary for the officer to fully and safely perform his duties. The Employer shall pay each such officer Thirty (\$30.00) dollars per month for dry cleaning and minor repair of the uniforms.

Section 22.0 Temporary employees are not covered by this contract and shall not be used to erode the bargaining unit.

Section 22.1 Temporary employees are defined as being those employees who are hired for only a limited period of time; as a substitute for one or more full or part-time employees temporarily absent from the job; or for a job which is of limited duration and is so informed at the time he is hired.

Section 22.2 Temporary employees shall not acquire seniority by virtue of such temporary employment. Temporary employees shall not be used in excess of sixty (60) days per occurrence.

WORK BY SUPERVISOR

Section 23.0. Supervisors shall be permitted to perform bargaining unit work in the following instances:

- (A) In emergency or where regular employees are not available;
- (B) To instruct or train employees;
- (C) To do experimental work on new job;
- (D) To fill personnel shortages caused by scheduled employees not reporting to work;
- (E) In all other cases where unit employees are not displaced;
- (F) When the Employer feels that it is in the best interest of the citizens

of the City of Montrose provided it does not displace a regularly scheduled employee.

JURY DUTY

Section 24.0 An employee will not incur any loss of income for time spent on jury duty. Such time shall not be considered an interruption of his continuity of service. On such days an employee renders jury services, he shall receive the difference between the amount received for jury duty and his regular wages, including overtime. Each employee who receives a jury summons shall immediately notify his supervisor.

PENSION PLAN

Section 25.0. The Employer shall maintain a deferred compensation program for the benefit of all employees with at least one (1) year seniority by the rules and regulations applicable to such programs as set forth and modified from time to time by the United States Internal Revenue Service. The employer shall contribute to said plan an amount not to exceed three percent (3%) of the employee's gross straight time pay for the applicable period.

The employee shall contribute an amount not less than two percent (2%) of the employee's gross straight time pay for the applicable period. That amount shall be deducted from the employee's paychecks.

SUPPLEMENTAL EMPLOYMENT

section 26.0 Full time employees within the bargaining unit shall engage in supplemental employment on a regular or part time basis only in accordance with the following conditions and limitations.

(A) The employee shall not wear the City of Montrose Police Uniform while engaged in such supplemental employment;

(B) The nature of employment shall be such as to not bring discredit the City of Montrose Police Department;

(C) Under no circumstances shall the City of Montrose be responsible for the employee's actions while so employed;

(D) The Scheduling of such supplemental employment shall in no way interfere with or limit the work schedules of the City of Montrose Police Department;

(E) The nature and scheduling of such supplemental employment shall in no way affect the employee's performance of his duties as a Police Officer.

UNIT EMPLOYEE RIGHTS

Section 27.0. Provision for Legal Counsel. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence and/or acts of the employee in the performance of his duties and while in the course of his employment and while acting 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 judgment 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 judgment. 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.

Section 27.1A Maintenance of Conditions. Wages, hours and conditions of employment legally in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

(B) Relation to Regulations, etc. This agreement shall supersede any rules, regulations, ordinances or resolutions inconsistent herewith.

(C) If any article or section of this agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

(D) The execution of this collective bargaining agreement shall be without prejudice to any pending grievances, arbitration or other litigation except where the subject matter in dispute may be resolved herein.

(E) Independent Retirement Act and Direct Deposit. Effective July 1, 1987 members of the bargaining unit may participate in the deferred compensation and direct deposit programs offered by the City.

(F) Lump Sum for Banked Time. Whenever an employee leaves employment with the City, such employee will be paid for all banked time, other than sick time, in a lump sum payment within thirty (30) calendar days of the separation, at the prevailing rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability.

(G) Gender Claus. Whenever the pronoun he or his is referred to herewithin this contract document, let it also be interpreted as a neutral article and may be applied to the instance of a male or female in the capacity of an officer under the terms of this agreement.

Section 28.0 No part time employee shall work in excess of thirty-two (32) hours per week except in emergency.

TARGET PRACTICE

Section 29.0 All members of the bargaining unit shall engage in target practice at least four (4) times each calendar year and the Employer shall provide all practice ammunition. If the employee is off duty he shall be compensated at one and one half (1½) times his regular rate of pay for target practice.

.. Section 30.0 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

COURT APPEARANCES

Section 31.0. Employees required to appear in court, implied consent hearings, or duty related depositions during their off duty hours shall be paid one and one-half (1½) times their regular hourly rate of pay but are required to remit to the Employer any subpoena fee they receive. Employees shall be paid a minimum of two (2) hours for such appearances.

If an employee is placed on stand-by for court during his off duty hours, he shall be compensated for a minimum of two (2) hours at his straight time hourly rate of pay.

Section 31.1 Any employee who is required to appear in court, implied consent hearings or duty related depositions shall be reimbursed transportation expenses at the rate of twenty cents (20¢) per mile.

DEPARTMENTAL MEETINGS

Section 32.0 Employees shall attend a departmental meeting not to exceed two (2) hours. Anything in this contract to the contrary notwithstanding, officers attending such meetings on off duty time shall be paid at time and one half rates for time actually attended.

EDUCATION EXPENSES

Section 33.0 When the Department sends an officer to school, the officer will receive his regular pay plus actual and necessary room expense provided such expense is approved in advance by the City Manager; meal expenses as follows breakfast \$4.00, lunch \$7.00, dinner \$9.00 - on proof of purchase, and transportation expenses incurred at the rate of \$2.20 per mile.

DURATION

Section 34.0 This agreement shall be effective on the 1st day of July, 19 87, and shall remain in full force and effect until the 30th day of June 19 90. 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 date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no less than thirty (30) days prior to the anniversary date, in which case this agreement shall continue in full force and effect until such time a new contract agreement has been reached and signed.

DATED DECEMBER 30, 1987

FOR CITY OF MONTROSE

John M. Ware

FOR LABOR COUNCIL

E. Ray Howard
Richie Smith

APPENDIX A
PROMOTIONAL PROCEDURE

Promotions to any new or existing position below the position of Chief of Police shall be made in the following manner.

A. Eligibility Applicants shall have at least 3 years of seniority with the City of Montrose Police Department as a full-time officer from the applicants last date of hire.

B. Testing and Scoring.

Written - 70%

Oral - $\frac{30\%}{100\%}$

C. Written. Test shall be obtained from Michigan Municipal League and returned to the Michigan Municipal League for correction.

D. Oral Board. Shall consist of three persons who are from three separate police agencies. For example: Michigan State Police, Accredited Police Academy, or Police officer who has held rank or above being tested for.

E. Announcement of Position Opening. Shall be posted for ten (10) days within the Montrose Police Department.

F. Applicants shall make written notice of desire to take examination.

G. Test to be held within ten days of last day of posting.

H. Highest score shall be appointed to the position being tested for.

I. Employees who are promoted to a higher classification and by his or her own voalition may return to his or her former position in the bargaining unit within 12 months of said promotion.

The Employer may return a promoted employee to his/her former position for written just cause within a 12 month period from the date of the promotion.



MAYOR
Dennis L. Rush, Sr.

COUNCIL MEMBERS
Patsy Stiies
Edward Johnson
William Lea
James Lovasz
Keith Young
Jerry C. Walker

CITY MANAGER
John G. Ware

CITY CLERK / TREASURER
Janice C. Persons

CITY ATTORNEY
Leonard B. Shulman

ADENDUM

Letter of Agreement

This contract shall be effective as evidenced by the signatures set forth herein on December 30, 1987, as approved by the Montrose City Council and the Fraternal Order of Police, in its' entirety except for Section 8.3 which will remain in effect as written in the previous 1984 - 87 contract until such time as the Council has approved the new short-term disability insurance and carrier, no later than January 13, 1988.

E. [Signature] 12/30/87

John G. Ware

Ricky Stubb
For FOP

For City of Montrose

Dec 22, 1987
Date



MAYOR
Dennis L. Rush, Sr.

COUNCIL MEMBERS
Patsy Stiles
Edward Johnson
William Lea
James Lovasz
Keith Young
Jerry C. Walker

CITY MANAGER
John G. Ware

CITY CLERK / TREASURER
Janice C. Persons

CITY ATTORNEY
Leonard B. Shulman

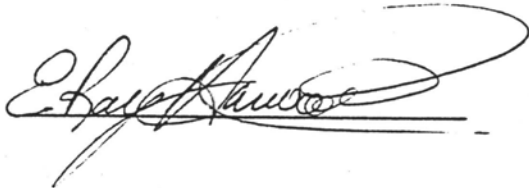
ADENDUM

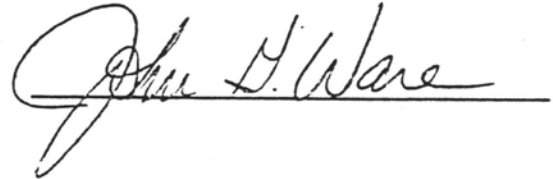
Letter of Agreement

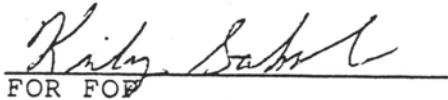
Let this serve as a mutually agreed upon document indicative to the fact that Patrolman Kirby Stehle will upon completion of 10 years of service enjoy the vacation benefits as specified in the 1984 - 1987 contract, to wit:

Over 10 years continuous employment.....4 work weeks.

This agreement is only effective for the duration of the agreement reached for the contract period beginning July 1, 1987 ending June 30, 1990 at which point it is subject to the bargaining process.







FOR FOB

For City

Dec. 22, 1987
Date

INDEX

PAGE

AGREEMENT

RECOGNITION

Section 1.0 Collective bargaining Unit.....1
Section 1.1. Extra-Contract Agreement1

REPRESENTATION

Section 2.0. Stewards.....1
Section 2.1. Collective Bargaining Committee.....2
Section 2.2. Payment of bargaining Committee.....2

SECURITY & CHECKOFF

Section 3.0. Non-Discrimination.....2
Section 3.1. Security.....2
Section 3.2 Checkoff.....2

STRIKES AND LOCKOUTS

Section 4.0.....3
Section 4.1.....3

MAMAGEMENTS RIGHTS

Section 5.0.....3
Section 5.1 Rules and Regulations.....4
Section 5.2 Notification of Amendment.....4

UNION RIGHTS

Section 6.0 Discussion of Union Business.....4
Section 6.1. Humantiarian Clause.....4
Section 6.2 Bulletin Board.....4
Section 6.3 Personnel Files.....4

HOURS AND RATES OF PAY

Section 7.0 Hours and work Schedule.....5
Section 7.1. Rates of Pay.....5
Section 7.2. Full-time Employees Wages.....5
Section 7.3. Longevity.....5
Section 7.4. Shift Preference.....5
Section 7.5 Safety.....5

INSURANCE

Section 8.0. Life Insurance.....6
Section 8.1 Hospitalization and Medical Coverage..6
Section 8.2. Liability Insurance.....6
Section 8.3. Health and Accident.....6
Section 8.4. Workman's Compensation.....6
Section 8.5. Premium Continuation.....7

SICK LEAVE

Section 9.0. Sick Leave Accumulation.....7
 Section 9.1. Notification.....7
 Section 9.2. Payment of Sick Days.....7

VACATION LEAVE

Section 10.0. Accumulation.....7
 Section 10.1. Vacation Request.....7
 Section 10.2.7
 Section 10.3.....7
 Section 10.4.....8

PERSONAL LEAVE DAYS

Section 11.0 Number and Use.....8

FUNERAL LEAVE

Section 12.0.....8

UNION LEAVE DAYS

Section 13.0.....8

PAID HOLIDAY

Section 14.0.....8
 Section 14.1. Worked Holiday.....8

SENIORITY

Section 15.0 Definition.....8
 Section 15.1. Seniority Date.....8
 Section 15.2 Seniority Rights.....9
 Section 15.3 Loss of Seniority.....9
 Section 15.4 Maintenance of Conditions.....9
 Section 16.0 Definition.....9

LAYOFF & RECALL

Section 17.0 Definition.....9
 Section 17.1 Order of Layoff.....9
 Section 17.2. Procedure.....10
 Section 17.3. Part-time & Employment.....10

DISCIPLINARY PROCEDURES

Section 18.0.....10
 Section 18.1.....10
 Section 18.2.....10
 Section 18.3.....10
 Section 18.4.....10
 Section 18.5.....10
 Section 18.6.....10

GRIEVANCE PROCEDURE

Section 19.0. Definition of a Grievance.....11
 Section 19.1. Grievance Procedure-Step One.....11
 Section 19.2. Grievance Procedure-Step Two.....11
 Section 19.3. Grievance Procedure-Step Three...11
 Section 19.4. Restitution/Reinstatement.....12

SPECIAL MEETING
Section 20.0 Agenda.....13

UNIFORMS, CLOTHING AND EQUIPMENT
Section 21.0.

TEMPORARY EMPLOYEES
Section 22.0.....13
Section 22.1.....13
Section 22.2.....13

WORK BY SUPERVISOR
Section 23.0.....13

JURY DUTY
Section 24.0.....14

PENSION PLAN
Section 25.0.....14

SUPPLEMENTAL EMPLOYMENT
Section 26.0.....14

UNIT EMPLOYEE RIGHTS
Section 27.0. Provision for Legal Counsel.....14
Section 27.1A Maintenance of Conditions.....15

PART TIME EMPLOYEES
Section 28.0.....15

TARGET PRACTICE
Section 29.0.....15

WAIVER CLAUSE
Section 30.0.....16

COURT APPEARANCES
Section 31.0.....16
Section 31.1.....16

DEPARTMENTAL MEETINGS
Section 32.0.....16

EDUCATION EXPENSES.....16
Section 33.0.....16

DURATION
Section 34.0.....16

APPENDIX A Promotional Procedure.....17
APPENDIX A Promotional Procedure.....18

ADENDUM Letter of Agreement.....19
ADENDUM Letter of Agreement.....20