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AGREEMENT

Between

CITY OF MORENCI

And

CITY OF MORENCI POLICE DEPARTMENT EMPLOYEES  
Local 2788  
Affiliated with MICHIGAN COUNCIL #25,  
AFSCME, AFL-CIO

Effective Date: July 1, 1992  
Termination Date: June 30, 1995

*Morenci, City of*

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## AGREEMENT

This Agreement entered into on this 1st day of July 1992, between the City of Morenci hereinafter referred to as the "Employer" and City of Morenci Police Department Chapter of Local #2788, affiliated with Michigan Council #25, AFSCME, AFL-CIO hereinafter referred to as the "Union".

### PURPOSE AND INTENT.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1. RECOGNITION. EMPLOYEES COVERED.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described as follows: All full-time and part-time patrol officers of the City of Morenci, Michigan.

### ARTICLE 2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### ARTICLE 3. UNION SECURITY (AGENCY SHOP).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

#### ARTICLE 4. DUES CHECK-OFF.

(a) The employer agrees to deduct from the wages of any employees, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) Authorization Form. (see attached)

ARTICLE 5. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for representation fee shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance and Dues to Financial Officer.

Deduction for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairpersons.

The employees covered by this Agreement will be represented by 1 steward.

(1) The steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer, providing such investigation and grievance presentation shall not be done on an overtime basis.

(2) The steward shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by 2 negotiating committee members.

(2) Members of the bargaining committee shall be paid by the Employer for all working hours spend in negotiations excluding overtime.

#### ARTICLE 8. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between representatives of the Union and representatives of the City. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences excluding overtime. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

#### ARTICLE 9. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP (1) Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance.

(d) The immediate supervisor shall give his answer to the steward within two (2) scheduled working days of receipt of the grievance.

STEP (2) If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Police Committee Chairperson within seven (7) of the employee's working days after the immediate supervisor's response is due. The Chairperson of the Police Committee shall respond to the steward in writing within seven (7) working days of receipt of the grievance.

STEP (3) If the grievance remains unsettled it shall be presented by the steward, in writing, to the City Council no later than the 2nd Council meeting after the response of STEP (2) is due. The Mayor shall sign and date the steward's copy. The Mayor shall respond in writing to the steward with seven (7) working days of the Council meeting at which the grievance is submitted.

STEP (4) (a) If the answer at STEP (3) is not satisfactory, and the Union wishes to carry it further, the steward shall refer the matter to Council #25.

(b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP (3) meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the

Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

(e) A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Any grievance not answered within the time limits by the Employers shall be deemed settled on the basis of the Union's original demand.

(g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

#### ARTICLE 10. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

#### ARTICLE 11. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the 2nd step of the grievance procedure.



(d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously. (One (1) year as far as recommendations to subsequent employers.)

ARTICLE 12. SENIORITY. PROBATIONARY EMPLOYEES.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 13. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the steward and Council #25, AFSCME, AFL-CIO, with up-to-date copies as changes occur.

(d) The Council's copy of the seniority list, as set forth above, shall be forwarded, in care of the attention of the Council Secretary-Treasurer's Office, 1034 North Washington, Lansing, MI 48906, or to any such other address as notified in writing.

ARTICLE 14. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

ARTICLE 15. LAYOFF DEFINED.

(a) The word, "layoff" means a reduction in the work force.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least-senior employee on the seniority list being laid off first.

(d) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.

(e) During a layoff there shall be no scheduled overtime, except in holiday situations.

(f) The above notwithstanding, a senior employee may elect to be placed on layoff in lieu of a less-senior employee.

(g) An employee on layoff shall remain on layoff until recalled by the City.

ARTICLE 16. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made.

ARTICLE 17. VETERANS. REINSTATEMENT OF.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 18. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed for (4) years in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

(b) Employees hired after July 1, 1985, who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 19. LEAVES OF ABSENCE.

(a) Leaves of absence will be granted, in writing, without loss of seniority, for:

1. Disability leave (physical or mental) not to exceed two (2) years.
2. Prolonged illness in immediate family not to exceed nine (9) months.
3. Educational leave not to exceed one (1) year.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off not to exceed five (5) working days.

ARTICLE 20. JURY DUTY.

An employee's schedule shall be changed to allow for jury duty service.

ARTICLE 21. EQUALIZATION OF OVERTIME HOURS AND ON CALL HOURS.

(a) Overtime and on call hours shall be divided as equally as possible among bargaining unit employees.

(b) On Call Pay.

The Employer agrees to pay an officer on call a minimum of two dollars (\$2.00) per hour. The employee on call will leave a number where he can be reached at all times with the duty officer or Lenawee County Dispatcher. Supervisory employees shall be permitted to take call time. However, on call hours shall be divided as equally as possible among all full-time employees including supervisory employees.

ARTICLE 22. WORKMEN'S COMPENSATION. ON-THE-JOB INJURY.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's compensation will receive, in addition to his Workmen's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income for up to ten (10) months. ✓

ARTICLE 23. WORKING HOURS.

(a) Shift Hours for full-time employees shall be eight (8) consecutive hours. No shift shall change unless agreed upon by the Employer and the Union. Any changes in the eight (8) hours shifts shall be negotiated with the Union.

(b) Any employee who is required to appear in court on non-duty hours or called out, will be paid at the rate to time and one-half (1½) his regular hourly rate. This payment shall be a minimum of one (1) hour for court time in the City of Morenci, and a minimum of two (2) hours for court time outside the City and for a call out period.

(c) Training and Conference. (Off Duty Hours).

Upon satisfactory completion of a course, conference, seminar, etc. for which prior authorization has been obtained, normally incurred expenses, books, materials, tuition or registration, shall be paid by the Employer.

(d) All part-time employees will be paid at the rate of \$6.25 per hour and will be paid at the rate of time and one half their regular pay for all hours worked on holidays. (Designated).

Part-time employees will only be scheduled to work on weekends (Friday, Saturday, Sunday) holidays, during full time officers' vacations, during extended illness or injury of full-time officers, or during emergencies.

Full-time officers will have shift preference over part-time employees.

ARTICLE 24. SICK LEAVE.

Note: All unused/accumulated sick pay will be paid in full at first payroll after date of this contract.

Employer to provide Short and Long-Term Disability coverage as follows:

Short-Term Disability: 60% of basic salary to a maximum of \$500 per week.

Benefits begin on the 1st day of injury, 8th day of sickness. Benefit period for both injury and sickness: 26 weeks.

Long-Term Disability: 60% of basic monthly earnings to maximum benefit of \$2,000 per month; to age 65. Elimination period: 180 days -- designed to begin after Short-Term Disability coverage ends.

The above policies include life insurance and AD&D as follows:

Overall Life Maximum - \$10,000

Overall AD&D Maximum - \$10,000

Life and AD&D Amounts/Reduce to 65% at age 70 and 50% at age 75.

Life Insurance Benefits at Retirement: (x) None

AD&D Occupational Losses Covered: (x) Yes

In addition to the above disability insurance coverage, the Employer agrees that each full-time employee ~~shall have seven (7)~~ personal/sick days per year to be paid at 100% of current rate of pay. Personal/sick days may not be accumulated unless employees cannot use personal/sick days due to staffing. In those cases, employees shall be compensated or have the option of carryover.

ARTICLE 25. BEREAVEMENT LEAVE.

Employees shall be paid their regular hourly rate of pay for five (5) regular shifts following the date of death of the employee's: spouse, children (including adopted and stepchildren); three (3) days regular hourly rate: mother, father, brother, sister, grandparents, spouse's mother and father.

ARTICLE 26. TIME AND ONE-HALF AND DOUBLE TIME.

- (a) Time and one-half will be paid as follows:
1. For all hours over eight (8) in one day.
  2. For hours in excess of eighty (80) hours in a fourteen (14) day pay period.

ARTICLE 27. HOLIDAYS.

(a) All full-time employees covered by this Agreement shall be paid for the following holidays. When required to work, the employee shall receive holiday pay plus one and one-half (1½) times his hourly rate for time worked.

New Year's Eve (after 3 p.m.)	Labor Day
New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve (after 3 p.m.)
Independence Day	Christmas Day
	Easter

(b) All part-time employees, when required to work shall be paid one and one-half (1½) times his hourly rate.

ARTICLE 28. VACATION ELIGIBILITY.

An employee will earn credits toward vacation with pay in accordance with the following schedule:

Employed one year	5 days or 40 hours
Employed two to five years	10 days or 80 hours
Employed five to ten years	15 days or 120 hours
Employed <del>ten to fifteen</del> years 10-15 yrs	20 days or 160 hours
Employed fifteen or more years	25 days or 200 hours

ARTICLE 29. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as requested by the employee. However, no more than one (1) employee shall be scheduled off at the same time. If a conflict exists, seniority shall prevail.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period, unless approved by the Employer (for example vacation pay will be paid when vacation is taken). A vacation may not be waived by an employee and extra pay received for work during that period unless approved by the Employer. Vacation schedules shall be posted January 1st of each calendar year.

(d) Any other vacation days not scheduled in accordance with paragraph C (such as incidental days) shall be approved based on staffing needs of the city.

(e) In the event an employee cannot take their scheduled vacation due to staffing needs or needs of the city, the employee at his option shall be compensated for the vacation days or have the option to reschedule their vacation.

(f) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(g) Once a vacation has been approved high seniority shall no longer apply.

ARTICLE 30. INSURANCE COVERAGE.

(a) The Employer agrees to pay the full premium for hospitalization medical coverage, life insurance, and sick and accident coverage for the employee and his family. Part-time employees are not eligible for insurance benefits.

(b) The Employer agrees to pay the full premium for hospitalization medical coverage, life insurance, and sick and accident coverage for the employee and his family during an employee's absence as the result of any injury, illness or maternity.

(c) The Employer agrees to pay the full premium for hospitalization coverage, life insurance, and sick and accident coverage for the employee and his family while the employee is laid off, for the period of time including the two (2) months following the month in which an employee is laid off.

(d) Vision care will no longer be self-funded by Employer. Employer agrees to provide vision care through Blue Cross/Blue Shield as follows:

Vision testing examinations every 24 months with \$5 copayment (at participating providers).

Visual acuity tests	Ophthalmoscope
External eye exam	Medications for dilating pupils and desensitizing eyes for tonometry
Tonometry (glaucoma test)	
Binocular measure	

Regular or contact lenses and frames every 24 months with \$7.50 copayment (at participating providers).

LENSES

Standard size (less than 65mm diameter)  
Glass or plastic  
Single vision  
Bifocal or trifocal  
Tints (Medical necessity and equivalent to rose #1 and #2)

FRAMES

Standard size (standard lens)  
Metal  
Plastic  
Wire

CONTACT LENSES

When medically necessary because eyeglasses cannot correct vision to 20/70 in better eye or certain other visual conditions exist.  
Hard lenses

Extended wear lenses  
Single vision lenses  
Bifocal lenses  
Soft lenses  
When not medically necessary, Plan will pay up to \$80.

Copayments are limited to \$12.50 per member, per benefit period. Part-time employees not eligible for insurance coverage.

In the event the Employer decides to change carriers of the Vision Plan. The benefits and conditions of the Plan shall be equivalent to the Plan currently provided by the City of Morenci. The Union shall be notified of any changes to the Plan.



ARTICLE 31. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 32. CONTINUING BENEFITS.

Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force through the life of the Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 33. UNEMPLOYMENT INSURANCE.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 34. CONTRACTING AND SUB-CONTRACTING OF WORK.

During a layoff or if doing so would result in the layoff of bargaining unit employees the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

ARTICLE 35. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

ARTICLE 36. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee to copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

ARTICLE 37. APPENDIXES.

The following appendixes are incorporated and made a part of this Agreement:

Appendix A - Pensions

Appendix B - Classifications and Rates

Appendix C - Uniforms or Uniform Allowance

ARTICLE 38. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until June 30, 1995.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days' written notice prior to the current year's termination date.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination of either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 1034 North Washington, Lansing, MI 48906; and if to the Employer, addressed to City Hall, 234 West Main, Morenci, MI 49256; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 39. EFFECTIVE DATE.

This Agreement shall become effective as of July 1, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION

P. J. DiCera

Date 6-26-92

James Barwell

Date 6-26-92

Betty J. Foster  
Council 25 - Staff-Representative

Date 6-26-92

In presence of:

Renee Schroeder

Date 6-26-92

FOR THE EMPLOYER:

Maime Gudin

Date 6-29-92

Jay Funk

Date 6-29-92

Kent R. Neatrick

Date 6-29-92

In presence of:

Renee Schroeder

Date 6-29-92

BF/dlw:iuoe547aflcio  
morencipolice.contract  
6/11/92

APPENDIX A

PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

The current plan is with ICMA Retirement Corporation and is identified as a 401 A Money Purchase Plan Account #752000006. The Employer shall pay four percent (4%) in 1992, four percent (4%) in 1993 and six percent (6%) in 1994 with the employee paying a minimum of two percent (2%) to a maximum of twenty-five percent (25%). The Employer has agreed to the "Employer pick-up provision". The plan provides one hundred percent (100%) vesting from year zero and a normal retirement age of fifty-five (55) with no penalty, with a minimum age of twenty-one (21). Part-time employees are not eligible for pension benefits.

APPENDIX B

CLASSIFICATIONS AND RATES

<u>Effective</u>	<u>Start</u>	<u>90 Days</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
7-1-92	\$ 9.46	\$10.11	\$10.41	\$10.77	\$11.21
7-1-93	\$ 9.84	\$10.51	\$10.83	\$11.20	\$11.66
7-1-94	\$10.23	\$10.93	\$11.26	\$11.65	\$12.12
1992 - 0% (Signing Bonus of \$250.00 for 1992)					
1993 - 4%					
1994 - 4%					

APPENDIX C

UNIFORMS AND EQUIPMENT

All officers shall receive \$300.00 per <sup>yr.</sup> for clothing and equipment items listed. If a uniform is destroyed in the line of duty, the Employer will replace it. All equipment, uniforms and articles of clothing furnished by the employer herein shall remain the property of the Employer and shall be returned to the Employer by the employee upon termination of his employment. Each officer shall receive their clothing allowance July 1st of each year.

Normal maintenance and/or repair of weapons or equipment shall be paid by the Employer. Any weapons or equipment lost or destroyed in the line of duty shall be replaced by the Employer.

Any equipment originally bought by the employee and replaced by the Employer shall remain the property of the employee. This will take effect as of July 1, 1984.

Employees shall wear short-sleeved shirts and no ties as a part of summer clothing. Dates that summer attire will be worn shall be set by Police Chief. T-shirts are to be clean and neat in appearance. High neck T-shirts are required.