

3/31/94

**DRAFT 7-18-94**

**AGREEMENT  
BETWEEN  
MT. MORRIS TOWNSHIP**

**-and-**

**LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE  
MT. MORRIS TOWNSHIP POLICE DEPARTMENT  
COMMAND OFFICER'S UNIT**

**Effective: April 1, 1993  
Terminates: March 31, 1997**

**INDEX**

	<b><u>PAGE</u></b>
ABSENTEEISM.....	16
ACCESS TO THE OPERATIONAL PREMISES.....	16
AGREEMENT.....	1
BONDING.....	36
CAPTIONS.....	2
CHANGES IN PERSONAL STATUS.....	16
DISCIPLINE AND DISCHARGE.....	11
DUES CHECK-OFF.....	5
EMPLOYER INDEMNIFICATION.....	6
EXTRA CONTRACT AGREEMENTS.....	40
FALSE ARREST INSURANCE.....	36
GENDER.....	2
GENERAL PROVISIONS.....	38
GRIEVANCE PROCEDURE.....	7
GROUP LIFE INSURANCE.....	33
GROUP PERMANENT PLAN INSURANCE.....	33
HOLIDAYS.....	25
HOSPITAL AND HEALTH INSURANCE.....	31
HOURS OF WORK AND PREMIUM PAY.....	36
LAYOFF AND RECALL.....	17
LEAVES AND ABSENCE.....	19

LEGAL ASSISTANCE.....	36
LONGEVITY COMPENSATION.....	28
LOSS OF SENIORITY.....	14
MANAGEMENT RIGHTS.....	6
NO STRIKES.....	13
NON-DISCRIMINATION.....	1
OUTSIDE EMPLOYMENT.....	19
PAID DAYS ALLOWANCE.....	29
PROBATIONARY EMPLOYEES.....	13
PROMOTIONS.....	22
PURPOSE AND INTENT.....	1
RECOGNITION.....	2
REPORTING FOR WORK.....	25
RETIREMENT.....	34
SAFETY.....	17
SAVE HARMLESS.....	6
SENIORITY.....	14
SENIORITY LISTS.....	14
SEVERABILITY AND SAVINGS CLAUSE.....	40
SEPARATION-VOLUNTARY TERMINATION.....	16
SHIFT PREFERENCE.....	34
SICKNESS AND ACCIDENT INSURANCE.....	33
SPECIAL CONFERENCES.....	12

SUBCONTRACTING.....	38
UNIFORMS & EQUIPMENT.....	35
UNION BULLETIN BOARD.....	16
UNION REPRESENTATION.....	3
UNION SECURITY.....	4
VACATIONS.....	27
WAGES.....	41
WAIVER.....	40
WORKER'S COMPENSATION.....	34

shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, and national origin or political affiliation.

### **ARTICLE 3 -- RECOGNITION**

The Employer does hereby recognize the Union as the sole and exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Union, as the sole and exclusive bargaining representative, shall have the rights granted them by Act 379 of the Michigan Public Acts of 1965, as amended from time, and by other applicable Michigan statutes now or hereafter enacted except as expressly limited by the terms of this Agreement, for the term of this Agreement of all employees of the Employer includes in the bargaining unit described as follows:

All full time command officer, excluding the chief and patrol officers, dispatchers, and all other employees.

### **ARTICLE 4 -- CAPTIONS**

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

### **ARTICLE 5 -- GENDER**

Reference to the male gender shall apply equally to the female gender and vice versa.

## **ARTICLE 6 -- UNION REPRESENTATION**

**Section 1.** Union employees shall select a steward who is a regular employee to represent them. Union employees may also select an alternate steward, who is a regular employee to represent them in the absence of the steward. Stewards and/or alternates will not be probationary employees.

**Section 2.** The steward or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this article may investigate present grievances to the Employer, upon having requested permission from his supervisor to do so. The supervisor will normally grant permission within a reasonable time after the first hour of the shift for the steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the steward to leave his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Any employee who takes an unreasonable or unnecessary amount of time in grievance adjustment may be subject to the disciplinary procedure.

The steward and alternate steward may be required to record time spent. All stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

**Section 3.** The steward shall represent the employees and shall be authorized to resolve grievances on behalf of such employees at any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Union.

**Section 4.** The Union shall designate to the Employer in writing the steward and alternate steward and the Employer should not be required to recognize or deal with any

employee other than the one so designated.

Section 5. The bargaining committee of the Union shall include not more than three (3) employees of the Township and not more than two (2) non-employee representatives of the Union.

In the event that negotiation meetings are held at a time when an employee representative would normally be working, said employee(s) shall be paid at their regular rate of pay. When computing overtime for such employee(s) normal working hours spent in negotiations will be computed as though they were spent on duty.

There shall be no discrimination against an employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee or union steward or alternate.

#### ARTICLE 7 -- UNION SECURITY

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters. Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under the section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid to other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's usual and regular dues. For present, regular employees, such payments shall commence thirty (30) days following the effective date, or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty (30) days following the date of employment.

If any provision of this article is invalid under federal law or the law of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be re negotiated for the purpose of adequate replacement.

#### **ARTICLE 8 -- DUES CHECK-OFF**

**Section 1.** The Employer agrees to deduct from the pay of each employee all dues and pay such amount deducted to the Labor Council, Michigan Fraternal Order of Police for each and every employee, provided that the Union presents to the Employer an authorization, signed by such employee, allowing such deductions and payments to the Union. The Employer agrees during the term of this Agreement to provide this check-off service without charge to the Union.

**Section 2.** Dues or representation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer without recourse to rely upon and to honor a dues check-off certificate regarding the amounts to be deducted and the legality of the adopting actions specifying such amounts of the Union dues or representation fees.



## **ARTICLE 9 -- EMPLOYER INDEMNIFICATION**

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees and/or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted, once they have been turned over to the Union at the address on file with the Employer.

## **ARTICLE 10 -- SAVE HARMLESS**

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

## **ARTICLE 11 -- MANAGEMENT RIGHTS**

**Section 1.** The Union and bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge. Unless expressly limited or abridged by the terms of this Agreement, the Employer retains unto itself the following rights and responsibilities.

**Section 2.** The Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means,

equipment, and machines required to provide such services; to establish classification so of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update reasonable work rules; to establish penalties for violation of such rules; to establish and update policies and procedures; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered; the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes; supplies to be used and purchased; to contract or subcontract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked; to establish work schedules; and in all aspects to carry out the ordinary and customary function of management.

**Section 3.** The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to make judgments as to ability and skill, to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

#### **ARTICLE 12 -- GRIEVANCE PROCEDURE**

**Section 1.** A grievance, under this Agreement, is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit.

All grievances are limited to matters of interpretation or application of the provisions of this Agreement. The parties, recognizing that an orderly grievance

procedure is necessary, agree that each step must be adhered to as set forth herein.

The grievance procedure shall not apply to the policies of the carrier of the retirement plan or any of the insurance plans or policies regarding payment of insurance.

All grievances must be presented within seven (7) days after the occurrence of the circumstances giving rise to the grievance or as soon thereafter as the employee should have reasonably known of the occurrence of such grievance. For the purpose of the grievance procedure, a day shall be deemed to mean Monday through Friday exclusive of holidays, Saturdays and Sundays.

**STEP 1:** If an employee has a grievance, he shall discuss the grievance with the steward of the department. The steward and/or the employee may discuss the grievance with the immediate supervisor. If the matter is thereby not resolved, it will be submitted in written form by the steward to the immediate supervisor, who will answer within five (5) days.

**STEP 2:** If the immediate supervisor's answer is not satisfactory, the grievance may be presented by the steward to the Chief of Police, who shall answer said grievance within five (5) days. In the event the immediate supervisor is a member of the bargaining unit, the grievance will be presented directly at Step 3.

**STEP 3:** If the Chief's answer is not satisfactory, the grievance may be referred to the Business Representative who may submit his appeal within five (5) days of the answer received in Step 2 on an agenda to the Employer. A meeting between two (2) representatives of the Union and two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within ten (10) days from the date the agenda is received by the Employer.

Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with

the representatives of the Employer for which a written request has been made.

**Section 2.** The Employer and the Union representatives shall be allowed counsel at any step of the grievance procedure if they so desire.

**Section 3.** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

**Section 4.** Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limit prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

**Section 5.** The Employer shall not be required to pay back wages for periods prior to the time a written grievance is filed, provided, that in the case of a pay shortage, of which the employee had not been aware of before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period, providing the employee presented his grievance within seven (7) days after receipt of such pay.

**Section 6.** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received.

**Section 7.** Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of

the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

**Section 8.** The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor the rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate, unless it is provided for in this Agreement.

**Section 9.** The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

**Section 10.** The arbitrator shall have no power to rule on an alleged violation of any article of the Agreement except those which the Union has specifically named as being violated prior to the submission of the grievance for arbitration.

**Section 11.** In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

**Section 12.** The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

**Section 13.** The costs of any arbitration proceedings shall be borne equally between the parties but the fees, wages of representatives, counsel, witnesses, or other

persons attending the hearing shall be borne by the party incurring them.

Section 14. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, all bargaining unit employees, and the Employer. The Union will discourage any attempt by any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

Section 15. An employee will elect either the grievance and arbitration forum as set forth herein or the appropriate forum set forth under any law, but not both.

### ARTICLE 13 -- DISCIPLINE AND DISCHARGE

Section 1. The Employer and the Union mutually subscribe to the doctrine of progressive discipline provided, however, that no employee shall be discipline or discharged except for just cause.

Any discipline imposed will be corrective in nature, provided however, nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should the Employer determine the circumstances warrant the action.

At the time disciplinary action is taken against an employee, the representative of the Township shall give the employee a written statement citing specific charges of the employee's alleged offense, the date, time, and location of the offense, the penalty assessed and of the date and time the penalty becomes effective.

Section 2. The discipline, discharge, or suspended employee will be allowed to discuss his discipline, discharge, or suspension with his steward if readily available and the Employer will make available an area 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 discipline, discharge, or suspension with the employee and the steward.

Section 3. Should the disciplined, discharge, or suspended employee and the steward consider the discipline, discharge or suspension to be improper, a grievance may be presented in writing through the steward to the employee's immediate supervisor within five (5) regularly scheduled working days of the discipline, discharge, or suspension. If the decision is not satisfactory to the Union, the grievance shall be processed through the regular grievance procedure.

Section 4. In imposing discipline on a current charge, the Employer will not take into account any unrelated infractions which occurred more than twelve (12) months previously.

#### ARTICLE 14 -- SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Union and two (2) representatives of the Employer.

Arrangement for such special conferences shall be made in advance and agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. The time of such meetings shall be scheduled by mutual agreement. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Employer and a representative of the Local Union.

The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

#### ARTICLE -- NO STRIKES

Section 1. The Employer will not lock out employees during the term of this Agreement.

Section 2. The parties of the Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential services.

Section 3. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow down of work or restriction of production, or interference with the operations of the Employer. In the event of a work stoppage or other curtailments of production, the Employers shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 4. An employee proven to be in violation of this article will have no recourse through the grievance or arbitration procedure.

Section 5. The employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against the Employer.

#### ARTICLE 16 -- PROBATIONARY EMPLOYEES

Section 1. Those persons promoted into this bargaining unit from patrol shall be returned to their position when their promotions were revoked.



The employees shall also accrue seniority on a classification basis and shall rank for seniority in accordance with the employee's date of entry into the classification.

#### ARTICLE 17 -- SENIORITY LISTS

Section 1. The Employer shall keep the seniority list up to date and posted at all times and will provide the bargaining unit membership with up to date copies annually.

Section 2. The departmental seniority list will show the name, rank and/or job title of the Employee and date of hire.

The classification seniority list will show the name, rank and/or job title of the Employee and the date of entry into the classification.

#### ARTICLE 18 - SENIORITY

Section 1. A regular full-time Employee's seniority shall date from his most recent date of hire of full-time employment within the bargaining unit.

Section 2. Seniority shall not be affected by the race, color, creed, sex, age, marital status, or number of dependents of the employee.

#### ARTICLE 19 -- LOSS OF SENIORITY

An Employee's seniority and employment shall terminate if:

1. The employee quits, or
2. The Employee is discharged and the discharge is not reversed through the grievance procedure set forth herein, or

Employer's notice of recall from layoff by certified mail to the last known address of such Employee as shown by the Employer's records. It shall be the responsibility of the Employee to provide the Employer with a current address, or

4. The Employee is absent from work for three (3) consecutive working days without advising the Employer. Exceptions will be made if the Employee offers a reasonable excuse acceptable to the Employer, or
5. The Employee overstays a leave of absence without advising the Employer. Exceptions will be made if the Employee offers a reasonable excuse acceptable to the Employer, or
6. The Employee gives a false reason in requesting a leave of absence, or
7. A settlement with the Employee has been made for total disability, or
8. The Employee is retired, or
9. The Employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment or two (2) years, which ever occurs sooner, or
10. The Employee falsified information on his application for employment, which gives rise to the presumption of fraud, or
11. If it proved that the Employee participated in any strike, sit-down, stay-in, slow-down, curtailment of work restriction of production, interference with the operation of the Employer during the terms of this Agreement, or
12. The federal funds through which they were employed are terminated.

**ARTICLE 20 -- CHANGES IN PERSONAL STATUS**

Employees shall notify the Employer of any change of name, address, telephone number, marital status, or number of dependents as soon as possible thereafter.

**ARTICLE 21 -- ABSENTEEISM**

Due to the importance of the Employer's service, it is expected the Employees work their schedule working hours according to the schedule prepared by the Employer and in accordance with this Agreement.

**ARTICLE 22 -- ACCESS TO THE OPERATIONAL PREMISES**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the local Union and/or representative of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force and after notifying the Employer of his presence.

**ARTICLE 23 -- SEPARATION--VOLUNTARY TERMINATION**

Employees shall have the responsibility of turning in all of the Employer's equipment and property at termination of their employment. The Employee shall be charged for all items not returned.

**ARTICLE 24 -- UNION BULLETIN BOARD**

The Employer agrees to provide suitable space, at least six (6) feet square, for the Union bulletin board. Postings on such board are to be confined to official business of the Union.

ARTICLE 25 -- ~~SAFETY~~ *Police*

Section 1. The parties to this Agreement shall establish a joint Safety Committee consisting of two (2) Union representatives and two (2) Employer representatives. At least one (1) member of this bargaining unit shall be included among the Union members.

The Safety Committee shall meet at least twice a year during working hours. Union representatives shall be paid for all time while meeting with the Committee. The Committee shall handle all safety complaints and shall recommend safety ideas to be implemented by the Board.

Section 2. If a vehicle should be regarded as defective, an Employee should immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the same to be parked and remain parked until cleared by a mechanic as fit for road service.

The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with a safety appliances prescribed by law.

Section 3. Any Employee involved in any accident shall immediately report said accident and any physical injury sustained. An Employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident.

Section 4. Failure of an Employee to adhere to safety regulations may be treated as a cause for discipline.

ARTICLE 26 -- LAYOFF AND RECALL

Section 1. The word "layoff" means a reduction in the working force due to a decrease of work or limitation in funds.

**Section 2.** Layoff of Employees shall be by department seniority, and the following order shall be followed; provided that the Employees who remain have the then-present ability to perform the work available:

A. Federally funded Employees.

B. Part-time Employees.

C. Probationary Employees.

D. Remaining seniority Employees shall then be laid off in the order of their department seniority.

E. Whenever possible, an Employee who is to be permanently laid off for more than five (5) working days, shall be mailed a written notice to the last address on file with the Township at least fourteen calendar days in advance of the day on which the layoff is to take effect, except as applicable under the disciplinary provision. In no event will a layoff notice for other than reasons be mailed less than seven (7) days prior to the effective date of layoff. The Township will provide the Union Steward with a copy of the notice of layoff.

**Section 3.** Seniority Employees will be laid off according too departmental and classification seniority starting with the least senior Employee in the classification. However, Employees shall be allowed to bump downward into a lower classification provided said Employee possesses sufficient departmental seniority to bump and the present ability to perform the work in the lower classification. If an Employee bumps into a lower classification, the Employee in that classification having the least seniority shall be bumped. Any Employee bumping into a lower classification shall carry all accumulated departmental seniority into the lower classification.

A. When the work force is to be increased after a layoff, Employees will be recalled according to seniority, in reverse order of layoff.

B. Notice of recall may be by telephone call, confirmed by certified mail to the Employee's last known address.

C. Failure to return, upon notification in accordance with the provisions of this Agreement, shall be considered a voluntary quit.

#### **ARTICLE 27 -- OUTSIDE EMPLOYMENT**

**Section 1.** Any full-time or part-time certified police officer of Mt. Morris Township may perform work outside their regular hours, provided that such work in no way conflicts with their regular employment.

**Section 2.** When officers perform outside work, and are contracted for, paid for, and otherwise employed by an outside source, they shall not be covered by Workers Compensation, False Arrest Insurance, or other benefits which are reserved for their regular employment and protection with the Mt. Morris Township Police Department. When officers perform outside work contracted through the Employer, all wages and benefits shall be paid per the contractual agreement between the township and the outside Employer and shall not be subject to this Labor Agreement.

**Section 3.** Except when performing contracted services, officers will be acting on their own initiative and shall not use Township vehicles or equipment. Also, any court time, paperwork, or litigation arising from such outside work will not be the responsibility of Mt. Morris Township.

#### **ARTICLE 28 -- LEAVES OF ABSENCE**

**Section 1. Eligibility:** All regular full-time members of the Department are eligible for a non-compensable personal leave of absence after the completion of the probationary period. This leave of absence shall not exceed three (3) calendar months during any one (1) year and will be granted solely at the discretion of the Employer.

The personal leave of absence request must be submitted at least thirty (30) working days prior to the commencement of the leave, except in emergencies. The request must be in writing and approved by the Department Head.

All requests must contain the date the leave is to begin and the exact date the leave is to end. Authorization for a leave of absence or extension shall be furnished to the Employee in writing.

**Section 2. Seniority:** An Employee on an approved leave of absence will retain his/her seniority. However, Employees will not continue to accumulate seniority while on leave of absence.

**Section 3. Extensions:** The Employer may grant one (1) or more extensions of a leave upon the Employee's request, in the Employer's sole discretion, for acceptable reasons.

**Section 4. Military Leave:** Except as herein provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

A. Whenever Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.

B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical, if scheduled to work.

- C. Employees (other than temporary Employees) within this bargaining unit who shall be inducted into the Armed forces of the United States or who shall volunteer for such service, shall upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the Employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge of not more than one (1) year.

Section 5. Any Employee who is summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between jury duty fee which he receives for such service and his then current straight-time rate which he would have received if he had worked, for the working time actually lost. The Employer's obligation to pay an Employee for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year.

In order to receive payment under this section, an Employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an Employee who, without being summoned, volunteers for jury duty.

The Employee is expected to report for work on any scheduled work days when the jury is not in session. Often jury members are dismissed early in the day or week. In



such event, the Employee is expected to return to his job promptly.

**Section 6. Funeral Leave:** When death occurs in an Employee's immediate family, the Employee, on request, will be excused for three (3) working days immediately following the date of death, provided he attends the funeral. Immediate family shall mean: spouse, parent, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, Employee's grandparents, brother, sister.

In the event of a simultaneous tragedy affective more than one (1) of the covered relations enumerated above, not more than three (3) working days shall be excused, which shall be subject to the terms and conditions heretofore stated herein.

In all cases involving funeral leave, if more days are needed, it shall be at the discretion of the Employer.

**Section 7. Maternity Leave:** Pregnancy shall be treated the same as any other illness and the Employee shall be granted sick-leave privileges and benefits in accordance with the provisions of this Agreement. The Employee will be eligible to return to work when a physician's statement is presented stating she can resume normal duties.

**Section 8. Union Leave:** Leaves of absence without pay will be granted to any Employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) Employee at any one time and the number of working days will not exceed five (5) days in any one (1) calendar year.

#### **ARTICLE 29 -- PROMOTIONS**

**Section 1.** The Employer will make promotions within the bargaining unit available on a seniority basis to its Employees who possess the general qualifications and training necessary for the job under consideration.

All promotions within the bargaining unit which are of a permanent nature shall be based upon the following factors:

- A. Promotions shall be on a competitive basis.
- B. Eligible Employees must have three (3) years of continuous service.
- C. Employees must have their knowledge, training and ability to perform the work in question.
- D. Testing will be based on the classification vacancy to be filled.
- E. When the Employer determines that a vacancy is to be filled, it will normally fill the vacancy within sixty (60) days after making the determination to fill the vacancy.
- F. Seniority, attendance, and prior evaluations and/or job performances are also to be considered for promotions.

**Section 2.** The Employer will notify all eligible Employees thirty (30) days in advance of the test of the place and time of the test and Employees must respond, in writing, not less than two (2) weeks in advance of such test, notifying the Employer of their intent to take said test.

**Section 3.** Applicants must attain a passing score of seventy (70%) percent on the written examination to be eligible to proceed with the promotional process.

**Section 4.** The Employee achieving the highest cumulative score in the process shall be awarded the promotion.

**Section 5.** All "ties" as a result of the testing process will be broken on the basis of seniority.

**Section 6.** An Employee who is promoted will be considered probationary for a period of six (6) months.

During probationary period, if the Employee's performance is unsatisfactory, the employee may be returned to his former position with no loss of seniority.

Within the first six (6) months of date of promotion, an Employee may also request voluntarily to return to his former classification with no loss of seniority.

Section 7. In the event that an Employee is promoted, the Employee shall receive the rate of pay of the new occupational level that will grant him a pay increase. Detective Sergeants shall receive at least three (3%) percent more in base pay than patrol Sergeant.

Section 8. Oral Examination: The oral examination shall be given by a four (4) member panel consisting of two (2) police officers appointed by the Township and two (2) police officers appointed by the Union.

All officer appointed to the oral board panel shall have rank equivalent to or superior to the rank being filled.

Section 9. Oral Board Procedure: Members of the oral board shall meet prior to administering the oral examination for the purpose of establishing a list of questions to be asked each candidate and the value to be assigned each question.

All candidates will be asked the same questions and scored individually by each member of the oral board.

At the conclusion of the oral examination, each board member shall total their scores. The average score of the four (4) board members shall be the candidate's oral examination score.

Section 10. Employees who have completed the written and oral examinations shall be ranked in ascending order with the highest score listed at the top of the list. Scores shall be ranked using the following criteria:

Written Exam	Oral Exam	Administration Evaluation	Seniority
50%	20%	20%	10%*

\* Employees shall be credited with 1/12% for each month of completed service, not to exceed 10%.

### **ARTICLE 30 -- REPORTING FOR WORK**

**Section 1.** Employees not reporting for work shall notify their supervisor sixty (60) minutes before their starting time, if possible, and shall advise said supervisor as to the reason for their inability to work. Failure to report for work without reasonable excuse for inability to work may constitute grounds for disciplinary action.

**Section 2.** When overtime becomes available, it shall be rotated and equalized within each rank as far as practicable.

### **ARTICLE 31 -- HOLIDAYS**

**Section 1.** The following days shall be designated and observed as paid holidays:

New Year's Eve	Good Friday
Washington's Birthday	Labor Day
Memorial Day	Independence Day
Thanksgiving Day	Columbus Day
Christmas Day	New Year's Day
Lincoln's Birthday	Martin Luther King, Jr.'s Birthday
Christmas Eve	

**Section 2.** To be eligible for holiday pay, an Employee must be full-time and have obtained seniority prior to the holiday; and the Employee must work his last scheduled day prior to the holiday and his first scheduled day after the holiday or be on approved leave.

**Section 3.** In the event one of the holidays' falls on Sunday, the following day, Monday, will be the recognized holiday for eligible Employees; if the holiday falls on Saturday, the preceding Friday will be recognized as a holiday. However, Employees

assigned to seven (7) day operations will celebrate the actual date of the holiday.

**Section 4.** Employees scheduled to work the holiday and who do not work shall not be eligible for holiday pay.

**Section 5.** Employees who work the holiday shall be compensated at the rate of time and one-half (1 1/2) and in addition shall receive another day off.

**Section 6.** If a paid holiday falls during an Employee's vacation, the holiday will be allowed and the Employee may reschedule the vacation day.

**Section 7.** If the Employee is on an insurance paid leave he/she shall not receive holiday pay.

**Section 8.** Employees who perform no work on a holiday shall receive their regular rate of pay for that day. Employees may elect to receive compensatory time in lieu of this Holiday pay. Compensatory time must be utilized within sixty (60) days or the Employee will be paid for the time worked. The Employee may elect to carry the compensatory time forward for a period of 12 months, including the above sixty days by proper written notice to the Chief. Those days so carried over by the employee must be taken off within 12 months or be lost and will have no cash value past the initial 60 day period. An employee seeking to utilize compensatory time off must, unless excused by the employer, submit a written request therefore at least seventy-two (72) hours prior to the desired time off.

**Section 9.** Holiday pay will not be granted when:

A. An Employee is on an unpaid leave of absence, on layoff, quit, or terminated or receiving Sickness and Accident benefits, or Workers Compensation benefits.

B. An Employee has not worked at least one hundred (100) hours during the month of the holiday.

**ARTICLE 32 -- VACATIONS**

**Section 1.** Employees who have been employed by the Employer for a period of one (1) year or more from their date of hire shall be entitled to vacation as provided for in the following table, as per the pro-ration and qualifications contained in Section 1 through 7.

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
1 Year	One (1) week -- 40 hours
2 to 5 Years	Two (2) weeks -- 80 hours
5 to 10 Years	Three (3) weeks -- 120 hours
10 Years and over	Four (4) weeks -- 160 hours

<u>WEEKLY PAY PERIODS WORKED</u>	<u>PERCENTAGE OF 40 HOURS VACATION PAY ALLOWANCE</u>
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

**Section 2.** Employees must use their vacation in the year following the year of accrual. There will be no carry over of vacation from one year to the next and if vacation allowance is not utilized, it will be lost.

**Section 3.** Vacation pay shall be computed at the Employee's current regular rate of pay, minus any premiums. Each member of this bargaining unit may, at his or her

option, receive regular pay in lieu of using one (1) week of vacation time.

**Section 4.** Vacation leaves shall be granted to eligible Employees upon written request. Vacation request must be made thirty (30) days preceding the period requested. Requests submitted shall be granted on a first-come first-serve basis. In cases of conflicting requests, preference will be given to Employees with the most seniority. Patrol Lieutenants and Sergeants vacation requests shall be considered separately from patrol vacations. Likewise, Detective Bureau officers vacation requests will be considered separately from patrol supervisory officers.

**Section 5.** All vacation requests must be approved by the department head before it is granted.

**Section 6.** Employees may not take back-to-back vacations, unless approved by the department head.

**Section 7.** No vacation will be earned while an Employee is on an unpaid leave of absence or is laid off.

### **ARTICLE 33 -- LONGEVITY COMPENSATION**

**Section 1.** Employees who have served the Township for a period of five (5) continuous years on a permanent full-time basis shall be eligible to receive longevity pay, based upon the following schedule:

Upon completion of five (5) continuous years full-time service	2% Annual Rate
Upon completion of ten (10) continuous years full-time service	4% Additional (i.e., 4% plus existing 2%)
Upon completion of fifteen (15) continuous years full-time service	6% Additional (i.e., 6% existing 6%)

Section 2. Longevity compensation is based upon total continuous length of service with the Township and does not relate to length of time served in a particular classification, office, or department. Longevity compensation is based upon paid time worked

and cannot be accumulated while on sick leave, sabbatical, or other



Section 2. Longevity compensation is based upon total continuous length of service with the Township and does not relate to length of time served in a particular classification, office, or department. Longevity compensation is based upon paid time worked and cannot be accumulated while on sick leave, sabbatical, or other non-paid leave.

Section 3. Authorized leaves of absence or layoff, which do not exceed one (1) year, will not constitute a break in service. However, time off will be subtracted in computing the length of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

Section 4. Time spent on military leave (not to exceed four (4) years unless otherwise provided for by statute) will be used in computing continuous service for longevity only.

Section 5. See APPENDIX "B" on page 42.

#### ARTICLE 34 -- PAID DAYS ALLOWANCE

Section 1. In lieu of sick days and personal days, all full-time Employees will be given twelve (12) paid days allowance January 1st of each year, accumulative to a maximum of seventy-two (72) days to be used for the following:

Detective Bureau will receive twelve (12) eight (8) hour days.

Patrol Bureau will receive twelve (12) twelve (12) hour days.

- A. Personal illness.
- B. When an Employee is taken ill on the job.
- C. Illness in the immediate family.
- D. Personal or business matter which can not be handled outside the regular working hours, such as doctor or dental appointments, handling business, etc.

Employee's may elect to be paid for up to six (6) days of the days they have accumulated in their paid days allowance bank. This payment will be made during the first payroll period of December of each calendar year.

D. Personal or business matters which cannot be handled outside the regular working hours, such as doctor or dental appointments, handling business, etc.

**Section 2.** Use of paid days allowance must be by department head approval. Requests shall be in writing submitted to the department head at least forty-eight (48) hours in advance, except in case of illness or emergency where notification shall be within fifteen (15) minutes after the start of the Employee's regularly scheduled starting time. Failure to so notify the department head may result in lost time.

**Section 3.** No employee shall be eligible for or accumulate paid days allowance during a leave of absence, insurance paid leave, or during a layoff. When a laid-off Employee returns to work his previous paid days allowance shall be placed to his credit.

**Section 4.** Paid days allowance may not be used for vacations but shall be available for use by Employees in the bargaining unit for the reasons listed above in Section 1.

**Section 5.** Upon death, retirement, or resignation of Employment, with proper notification, an Employee shall be paid at his hourly rate one-half (1/2) of his accumulate paid days allowance.

**Section 6.** Employees utilizing their paid days allowance for illness are expected to notify the Employer daily of their inability to work of such illness.

**Section 7.** An Employee using paid days allowance during a period that includes a scheduled holiday will not be paid for such holiday unless the Employee provides a doctor's certificate for proof of illness which states that he was unable to perform his work.

**Section 8.** An Employee leaving the employ of the Township, will have his paid days allowance prorated according to the time actually worked during the year in which he leaves. In the event the Employee has used more time than he has earned, the excess will

be deducted from his final pay at the rate of one-twelfth (1/12) for each full month he does not work during the calendar year in which he leaves.

Section 9. An Employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day and time will not be deducted from his paid days allowance.

#### ARTICLE 35 -- HOSPITAL AND HEALTH INSURANCE

Section 1. The Employer agrees to maintain the Blue Cross/Blue Shield preferred care plan or equivalent. The health insurance coverage provided by this section is to be fully paid by the Employer for the Employees.

Employees eligible for hospitalization insurance coverage pursuant to this section may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Mt. Morris Township area or may elect to receive the sum of five hundred (\$500.00) dollars annually in lieu of medical and hospital coverage. The Employer shall contribute no more for health benefits to an employee electing health maintenance organization coverage than the Employer is required to pay for the Blue Cross/Blue Shield coverage. Any employee electing to be covered by a health maintenance organization plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield plan.

Any Employee electing to transfer from Blue Cross/Blue Shield hospitalization insurance coverage to health care coverage under a health maintenance organization must

notify the Employer, in writing, of this intent at least two (2) weeks prior to the next open period of Blue Cross/Blue Shield.

Section 2. The Employer agrees to provide Blue Cross/Blue Shield Master Medical Operation I through the insurance carrier.

Section 3. The Employer will continue, during the life of this Agreement, the 50/50/50 Blue Cross Family Dental Plan.

Section 4. The Employer will pay the premium for Blue Cross Hospitalization Insurance to age sixty-five (65) should an Employee retire under the conditions of the retirement programs or if the Employee becomes permanently disabled.

Employees eligible for hospitalization insurance coverage pursuant to this section may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Mt. Morris Township area. The Employer shall contribute no more for health benefits to an employee electing health maintenance organization coverage than the Employer is required to pay for the Blue Cross/Blue Shield coverage. Any employee electing to be covered by a health maintenance organization plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield plan.

Any Employee electing to transfer from Blue Cross/Blue Shield hospitalization insurance coverage to health care coverage under a health maintenance organization must notify the Employer, in writing, of this intent at least two (2) weeks prior to the next open period of Blue Cross/Blue Shield.

**ARTICLE 36 -- GROUP LIFE INSURANCE**

The Employer agrees to maintain its current life insurance coverage for part-time Employees to a maximum of five thousand (\$5,000) dollars. Coverage is effective upon completion of the probationary period.

**ARTICLE 37 -- GROUP PERMANENT PLAN INSURANCE**

The Employer agrees to maintain its current insurance coverage for all full-time Employees during the term of this Agreement. Coverage is based on the nearest full number of one and one-half (1 1/2) times the Employee's salary, i.e., if an Employee's salary is five thousand (\$5,000) dollars, the life insurance is seven thousand five hundred (\$7,500) dollars; if the Employee's salary is ten thousand (\$10,000) dollars per year, the life insurance is fifteen thousand (\$15,000) dollars, to a maximum of forty thousand (\$40,000) dollars.

**ARTICLE 38 -- SICKNESS AND ACCIDENT INSURANCE**

The Employer shall provide full-time Employees with Sickness and Accident coverage for a maximum of fifty-two (52) weeks. Said coverage will be available upon the first (1st) day of hospitalization and upon the fourteenth (14th) day of illness. Employees shall receive two-thirds (2/3) of their gross salary, up to a maximum of six hundred (\$600) dollars per week.

Employees must provide a statement from a licensed physician before receiving Sickness and Accident Benefits. An Employee may be required to be examined by the Employer's physician after the fourteenth (14th) day of illness. If the Employer's physician determines the Employee able to return to work and the Employee's physician determines him/her unable, a mutually agreed upon physician will be selected to make an examination and his findings will be binding on both parties.

When S/L forms are turned in an approved timely manner, the employer will, on a trial basis, start payment within one week of eligibility. The trial basis is contingent upon

the employee fulfilling their obligations with the carrier and employer. In the event the benefit to the employee is diminished in any way, this section may be reopened for negotiations.

#### ARTICLE 39 -- WORKER'S COMPENSATION

All bargaining unit members will be covered by applicable worker's compensation laws. Any Employee sustaining an occupational injury shall receive payment by the Employer of an amount of money sufficient to make up the difference between that paid by worker's compensation and his regular biweekly pay minus any premiums. Such supplement shall be deductible from the Employee's accumulated sick time.

#### ARTICLE 40 -- RETIREMENT

The pension program is to be the B-3 with the F-55/15 waiver. An employee may make application for retirement after attaining age fifty-five (55) years or older and having fifteen (15) or more years of credited service. All contributions to the retirement plan shall be made by the Employer. The parties agree to reopen this clause, if such a request is made by either of them after October, 1995.

#### ARTICLE 41 -- SHIFT PREFERENCE

Section 1. Employees shall have the right to select their shifts, by seniority, as contained herein. Probationary Employees and federally funded Employees shall not be entitled to exercise shift preference and will be assigned on the schedule before regular full-time Employee's shift preferences are granted.

Employees will submit their shift preferences, in writing, during the first two (2) weeks of November each year for the four (4) month scheduled shift periods of the year beginning with January 1st, May 1st and September 1st.

The Employer shall post the schedule for the four (4) month period beginning January 1st, no less than one (1) week prior to the beginning of the four (4) month period. The Employer shall post the schedule for the four (4) month period beginning May 1st, and September 1st no less than thirty (30) days prior to the beginning of the applicable period.

Employees failing to register their shift preference during the first two (2) weeks of the month stated herein, shall lose their seniority right of preference for the effected period.

Employees may trade shifts during any period of the year with prior written approval of the Chief of Police. The Chief of Police shall not deny employee shift trades arbitrarily and must have a valid and reasonable reason for denial.

#### **ARTICLE 42 -- UNIFORMS AND EQUIPMENT**

**Section 1.** The Employer shall furnish all patrol supervisors uniforms and equipment necessary to the proper function of police duties as prescribed below:

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| 3 - Pants (all weather)             | 1 - Holster/Black Basket Weave   |
| 3 - Long Sleeve Shirts              | 1 - Ammo Case/Black Basket Weave |
| 3 - Short Sleeve Shirts             | 1 - Cuff Case/Black Basket Weave |
| 3 - Ties                            | 1 - Key Holder/Snap Ring         |
| 1 - Belt/Back Basket Weave          | 2 - SL-35 Streamlight Per Car    |
| 1 - Car Coat                        | 1 - Winter Fur Cap               |
| 1 - Garrison Hat                    | 1 - Spring Jacket                |
| 4 - Belt Keepers/Black Basket Weave | 1 - Hand Cuffs                   |

All uniform items as prescribed above shall be replaced by the Employer as necessary. Before the Employer shall be obligated to replace or repair uniform items, the Employee will turn in all worn or destroyed uniform items.

Section 2. Equipment: Proper equipment such as helmets, night sticks, flashlights, first-aid kits, flares, raincoats, shotguns, and ammunition shall be made available to all Employees on duty during any normal twelve (12) hour tour of duty.

Section 3. In addition to all necessary emergency equipment, all police vehicles normally used for patrol will be equipped with protective screens and adjustable alley lights or spotlights.

Section 4. The Employer shall furnish all equipment it deems necessary to perform the duties assigned their classification and keep the same in safe operating condition.

#### ARTICLE 43 -- FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance.

#### ARTICLE 44 - BONDING

Should the Employer require bonding on the part of an Employee, the cost of such bond shall be borne by the Employer.

#### ARTICLE 45 - LEGAL ASSISTANCE

The Employer will provide to the Employees such legal assistance as will be required when civil action is brought against an Employee as the result of acts occurring when and while said Employee was in the performance of his police duties and responsibilities with the Mt. Morris Township Police Department.

#### ARTICLE 46 -- HOURS OF WORK AND PREMIUM PAY

Section 1. The normal shift hours of work will be as follow and will not be changed except by mutual agreement of the Union and Employer, except in case of emergency.



Any monies received from the courts by the employee shall be turned over to the Employer. Employees shall abide by all court time authorization procedures established by the Chief of Police. In no event will an employee receive less than two hours of straight-time pay.

#### **ARTICLE 47 -- SUBCONTRACTING**

For the purpose of preserving work and job opportunities for employees covered by this Agreement, the Employer agrees that in the event subcontracting is contemplated, the Employer will meet with the Union to bargain the impact of the proposed change.

#### **ARTICLE 48 -- GENERAL PROVISIONS**

**Section 1. Insurance Discontinuance:** When employment and seniority is interrupted by discharge, (except when the discharge is reversed through the grievance and/or arbitration procedure), quit, strike, leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which termination occurs or until the next premium is due, whichever is later.

**Section 2. Governmental Insurance:** Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national, or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part compulsory governmentally sponsored insurance programs.

**Section 3. Change of Insurance Carriers:** The Employer may select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limitation of any kind. All benefits shall be

subject to the standard provisions set forth in the existing policy or policies to be changed.

**Section 4. Employee Eligibility:** The Employee shall not be eligible to receive benefits while he is:

- A. On layoff, or
- B. On a leave of absence, or
- C. Has quit his employment, or
- D. Been discharged, or
- E. Retired, or
- F. Has had a disability settlement made.

**Section 5. Premium pay** shall not be pyramided or compounded.

**Section 6. Schooling:** The Employer shall pay the tuition, expenses, and provide proper transportation for schools to which Employees are assigned. Employees will receive mileage according to current Township travel allowance if the classes are held outside of Genesee County and if transportation is not otherwise available. Each bargaining unit member shall receive at least thirty (30) hours per year of schooling. the type of schooling shall be at the discretion of the Chief of Police.

**Section 7. Vehicles:** No vehicles owned by the Employer shall be driven to the Employee's residence or otherwise used for personal purposes.

**Section 8. Beepers:** If an Employee is required to wear a beeper, four (4) hours of straight time compensation will be paid in addition to any other compensation earned. Days involved - Saturdays, Sundays, and listed holidays.

Patrol Lieutenants and Sergeants will not carry a beeper unless requested by the Chief of Police.

**Section 9. Mileage and Cleaning:** Employer agrees to pay full-time members of the bargaining unit (Detective Bureau) eight hundred (\$800.00) dollars per year, on a quarterly basis, for cleaning and mileage should the Employee use his or her personal vehicle for employment purposes.

Employer agrees to pay full-time members of the bargaining unit (Patrol Bureau) five hundred (\$500.00) dollars per year, on a quarterly basis, for cleaning and mileage should the Employee use his or her personal vehicle for employment purposes.

**ARTICLE 49 -- EXTRA CONTRACT AGREEMENTS**

**Section 1.** The Employer agrees not to enter into any agreements with another Labor Organization during the life of this Agreement with respect to the Employees covered by this Agreement; or any agreement or contract with said Employees individually or collectively, which in any way affects wages, hours, or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

**ARTICLE 50 -- SEVERABILITY AND SAYINGS CLAUSE**

**Section 1.** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**Section 2.** In the event that any provisions of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

**ARTICLE 51 -- WAIVER**

**Section 1.** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

**Section 2.** The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

**Section 3.** 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 the area 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 the Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically 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 of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 52 -- WAGES

4-1-93	-	3% Increase
4-1-94	-	3% Increase
4-1-95	-	3% Increase
4-1-96	-	3% Increase

All wages are retroactive back to the start of this contract, April 1, 1993.

APPENDIX "B"

A separation allowance will be paid to all members, on active status, of the bargaining group upon voluntary separation, after a minimum of ten (10) years of employment. Said allowance shall be based on the following schedule:

- A. \$2,300.00 for employees with 10 years of employment.
- B. For employees with 11 through 15 years of employment, the employee shall receive \$305.00 per year beyond the tenth year plus the benefit provided for in subsection "A".
- C. For the 16th year and beyond, the employee shall receive the sum of subsection A and B plus \$355.00 for each year beyond the 15th year.

If an employee eligible for separation allowance should leave employment without completing the last year, the final year's payment will be prorated. In the event of an employee's death after meeting the qualifications for separation allowance, the separation allowance shall be paid to the employee's beneficiaries of his/her estate.

ARTICLE 53 -- TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 1993, to and including March 31, 1997, and shall continue in full force and effect from year to year thereafter.

IN WITNESS WHEREOF, the parties have set their hands  
this 24<sup>th</sup> day of August, 1994.

FOR THE LABOR COUNCIL

POLICE OFFICERS LABOR COUNCIL

FOR THE EMPLOYER

Angie Strasser  
CHARTER TOWNSHIP OF MT. MORRIS  
(Supervisor)

CHARTER TOWNSHIP OF MT. MORRIS  
(Clerk)