

AGREEMENT BETWEEN

CITY OF MUSKEGON HEIGHTS

AND

POLICE COMMAND OFFICERS
FRATERNAL ORDER OF POLICE

Effective July 1, 1986

To June 30, 1989

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CONTENTS

ARTICLE I	RECOGNITION
ARTICLE II	NO DISCRIMINATION
ARTICLE III	UNION SECURITY
ARTICLE IV	CHECK-OFF
ARTICLE V	MANAGEMENT RIGHTS
ARTICLE VI	GRIEVANCES AND APPEAL PROCEDURE
ARTICLE VII	STEWARDS
ARTICLE VIII	NO STRIKES AND NO LOCK-OUTS
ARTICLE IX	DISCHARGE AND SUSPENSION
ARTICLE X	WORK PERIODS
ARTICLE XI	OVERTIME
ARTICLE XII	HOLIDAYS
ARTICLE XIII	VACATION LEAVE
ARTICLE XIV	SICK LEAVE
ARTICLE XV	MILITARY DUTIES AND OBLIGATIONS
ARTICLE XVI	POSITION CLASSIFICATION PLAN AND COMPENSATION PLAN
ARTICLE XVII	INSURANCE
ARTICLE XVIII	LONGEVITY
ARTICLE XIX	RETIREMENT
ARTICLE XX	UNIFORM ALLOWANCE
ARTICLE XXI	EDUCATION PLAN
ARTICLE XXII	REDUCTION IN FORCE
ARTICLE XXIII	ENTIRE AGREEMENT
ARTICLE XXIV	WAIVER
ARTICLE XXV	VALIDITY
ARTICLE XXVI	HOLD HARMLESS
ARTICLE XXVII	DURATION AND RENEWAL
ARTICLE XXVIII	RESIDENCY SIGNATURES
APPENDIX "A"	COMPENSATION PLAN
APPENDIX "B"	CHECK OFF AUTHORIZATION
APPENDIX "C"	POSITION CLASSIFICATION
LETTER OF UNDERSTANDING	- Work Rules
LETTER OF UNDERSTANDING	- Hospitalization Insurance

AGREEMENT

This Agreement, entered into this 22nd day of April, 1987, by and between the City of Muskegon Heights, Michigan, a municipal corporation (hereinafter referred to as the "City") and the Police Command Officers, Fraternal Order of Police (hereinafter referred to as the "Union").

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all full time regular officers holding the rank of Sergeant, Lieutenant, or Captain within the Muskegon Heights Police Department, but excluding the Chief of Police and all other employees.

ARTICLE II - NO DISCRIMINATION

It is the policy of the City and the Union that the provisions of this agreement be applied to all employees covered by this agreement without regard to race, color, height, weight, marital status, creed, sex, or national origin.

ARTICLE III - UNION SECURITY

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

2. In accordance with the foregoing, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union an amount equal to the Union's regular and usual initiation fee and its regular and usual dues. For each new employee such payment shall commence with the first check-off date following the ending of his probation period.

ARTICLE IV - CHECK-OFF

The City agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed check-off authorization, a copy of which is attached to this agreement and marked Appendix "B", the membership dues of the Union, which includes monthly dues, insofar as approved by the President of the Local Union, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the Financial Secretary of the Local Union.

ARTICLE V - MANAGEMENT RIGHTS

1. The City retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement, including those with respect to wages, hours and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this agreement and then only to the extent so specifically and expressly abridged, modified, or limited.

2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the employer's sole right to manage its operations and services efficiently and economically, including the right to:

a. Decide the services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, or method of service.

b. Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made, or used and the price to be paid.

c. Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance, repair work and/or office services.

d. Determine the number, location and types of its buildings and facilities, discontinue temporarily or permanently, in whole or in part, any of the employer's operations; sell or close facilities, move operations from one location to another.

e. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.

f. Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.

g. Determine lunch, rest periods, and clean-up times; determine the starting and quitting and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule but for emergencies only, and not special events.

h. Discipline and discharge for cause; adopt, revise and enforce working rules; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate, and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

i. Transfer employees from one shift to another by rank seniority, select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classification; require employees to give instruction or the City itself may give instruction in special training for selected employees.

3. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed and specifically modified herein whether or not such rights have been exercised in the past.

4. These specific management rights clauses contained hereinabove shall be subject to the seniority provisions and other terms of this contract.

ARTICLE VI - GRIEVANCE AND APPEAL PROCEDURE

The following grievance procedure shall apply to disputes not concerning suspensions or discharges. Grievances concerning suspensions and discharges shall be processed in accordance with the procedure prescribed in Article IX.

It is the intent of the parties to this Agreement to prevent grievances, and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there shall be no more than a thirty (30) day time limit between the initiation of a grievance and its occurrence, and time limits as

specified below between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step, or answered within these time limits shall be considered settled on the basis of the last answer by management, if the Union does not move to the next step within the time limits. If the City does not comply with time limits, the grievance moves to the next step.

Definition--A grievance is any dispute, controversy or difference between the management and an employee, or employees, regarding the meaning, interpretation or application of the practices under the maintenance of standards provision, or of the express terms or provisions of this Agreement.

Grievances shall be processed in the following manner and within the stated time limits:

Step 1. Any employee with a grievance shall contact his immediate supervisor, with or without the shift steward. If that grievance cannot be resolved within seven (7) working days after presentation, the matter shall be reduced to writing, signed by the employee, endorsed by the supervisor, and with pertinent matter forwarded by the Local Union to the Department Head within seven (7) working days.

Step 2. In the event the Department Head is unable to satisfactorily dispose of such grievance within ten (10) working days after receipt of the written grievance, the matter may be taken by the Local Union to the City Manager.

Step 3. The City Manager shall render the written disposition within fifteen (15) working days after presentation.

Step 4. If a grievance cannot be resolved at the level of the City Manager, the grievance may be taken to binding arbitration:

- (a) The Union must submit written notice of its intent to arbitrate to the City Manager within fifteen (15) calendar days. Such notice shall set forth the grievance as originally submitted, cite the contract provision allegedly violated, and state the relief or redress being sought. If the Union fails to submit notice of its intent to arbitrate before the expiration of the aforesaid fifteen (15) day period, the grievance shall be deemed to have been settled on the basis of the City's last answer to the grievance.
- (b) The Union shall also submit the information in (a) above to the Michigan Employment Relations Commission, and ask that an arbitrator be appointed according to the Rules and Regulations of the Michigan Employment Relations Commission.

- (c) The arbitrator shall have authority to resolve only those disputes concerning matters covered by this agreement. He shall have no power to ignore, to add to, or delete from, or modify or otherwise change any of the terms of this Agreement, or its supplements, or its amendments, if any. The arbitrator shall interpret the Agreement in the light of the laws and precedents applicable to and affecting municipalities.
- (d) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of its own witnesses and/or representatives.
- (e) In any award involving back pay, back pay shall commence no earlier than the day the grievance was filed, and shall be at the rate of forty (40) hours straight time pay per week, less any payments, remuneration, benefit or compensation received by the employee during that period from any source. The decision of the arbitrator shall be final and binding.

Group Grievances:

Group grievances shall be submitted by the Union directly to the Department Head in written form within ten (10) working days of the alleged occurrence. The Department Head shall have a maximum of fifteen (15) working days in which to give a reply. The reply shall be in writing. In the event the grievance cannot be disposed of by the Department Head, permission shall be granted to the Union to take the matter to the City Manager. The City Manager shall give a written disposition within fifteen (15) working days of presentation of grievance.

Extensions of time for any step of the grievance procedure may be mutually agreed upon in writing.

ARTICLE VII - STEWARDS

The City recognizes the right of the Local Union to designate one (1) steward and one (1) alternate. The authority of the steward and alternate so designated by Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the collective bargaining agreement. This may be done during working hours when scheduled in advance with the Chief.

2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

a. have been reduced to writing; or

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the employer's business.

ARTICLE VIII - NO STRIKES AND NO LOCK-OUTS

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operations and services of the employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the employer's operations or picket the employer's buildings or premises, during the life of this Agreement.

1. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement: Provided that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure. In addition, the employer shall have the right to terminate this agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the employer shall have the right to seek injunctive relief and damages against the Union.

2. The Committee men and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

3. The employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE IX - DISCHARGE AND SUSPENSION

The City shall have the right, for due cause, to demote, discharge or suspend without pay for thirty (30) calendar days, any permanent employee. Notice of such action must be in writing and served personally on such employee, except where an emergency situation exists, in which case the employee shall be immediately suspended and the notice shall be served within three (3) working days of the action taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefor.

The authority of the City Manager under the Administrative Ordinance to discharge, suspend, or otherwise discipline employees, may be delegated by him to the Chief of Police following consultation with the City Manager. An employee may be dismissed if he is not discharging his duties properly or when it is substantiated in accordance with the proceedings as specified below that such employee has violated the orders, rules, or regulations of the department.

Suspensions

1. Whenever it is deemed necessary, by reason of any violation of any order, rule, or regulation of the department, the commanding officer of a division or bureau, or the desk sergeant in the absence of a superior officer, may provisionally suspend from duty any insubordinate member or employee pending investigation of the charges. The officer making the suspension shall, as soon as practicable, communicate the fact in writing to the Chief of Police with all the facts in the case. No member above the rank of Sergeant, or head of a bureau shall be suspended from duty except by the Chief of Police.

2. In every case of suspension the officer so ordering the same shall, as soon as practicable, notify the Chief of Police in writing, stating the name of the accused, the particular rule or order violated, and the specific charges against him, together with the names and addresses of all witnesses.

3. Any member or employee of the department under suspension shall immediately surrender his badge of office and all other departmental property in his possession to the suspending officer, and such property shall be kept in the possession of the Division Commander of the suspended member, pending investigation of the case.

4. A suspended member or employee of the department will not be restored to duty pending investigation or hearing of the charges for which he was suspended, except by direction of the Chief of Police.

5. Any officer disciplined or discharged under the provisions of this Article who feels that the discipline or discharge is unjust, shall have the right to file a grievance at Step 2 of Article VI.

6. No member or employee of the department shall withdraw or resign from the service unless he shall have given the Chief of Police not less than fourteen (14) days notice in writing of such intention, or has obtained special permission from the Chief of Police to do otherwise.

7. An unexplained absence without leave of any member or employee of the department for three (3) days shall be deemed and held a resignation without proper permission and shall be treated as such.

8. Any member or employee of the department resigning from the service without proper permission while under charges shall be, with the evidence available, tried on such charges, which shall be amended to include the violation of paragraph 6, above.

9. Charges will be preferred against any member or employee of the department resigning contrary to any of the provisions of this Article, and if found guilty he shall be considered as discharged from the service, and such findings shall be so entered on the records of the department.

10. Detectives shall conduct investigations of the uniformed division and uniformed officers shall conduct investigations of detectives.

ARTICLE X - WORK PERIODS

Work periods, schedules, or shifts are established by the City Manager and may be revised from time to time in the City's interest. Forty (40) hours per week shall be the average work week. Shift preference shall be by rank seniority.

The Command Officers agree to donate their time for four (4) Departmental meetings per year. However, if any of those Departmental meetings shall extend past one (1) hour in duration, then each officer who attends such meeting shall receive pay for said meeting at the rate of time and one-half for the actual length of the meeting.

If a member or members of the Bargaining Unit are on vacation, leave or sick leave, any vacancies created thereby shall be filled by assigning the least senior sergeant to said vacant schedule.

If another or second vacancy occurs then the next least senior sergeant shall be assigned by the Chief to work that vacancy. Any

sergeant assigned to a higher classification shall receive the entry level rate of pay for the classification to which he/sne has been assigned after completion of ninety (90) days of continuous service in the higher classification.

ARTICLE XI - OVERTIME

Sergeants, lieutenants and captains shall receive time and one-half (1-1/2) pay for all hours worked over an average forty (40) hours per week, or time worked over eight (8) hours per day.

If an employee is called back to work, he shall receive a minimum of two (2) hours at time and one-half (1-1/2) pay.

ARTICLE XII - HOLIDAYS

Coinciding with the federally established dates, the following twelve (12) Holidays will be observed:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. July Fourth
5. Labor Day
6. Columbus Day
7. Veterans' Day
8. Thanksgiving
9. Christmas
10. Afternoon of Good Friday
11. Day after Thanksgiving
12. One day before Christmas Day
13. One-half day before New Year's Day

Pay for holidays will be two and one-half (2-1/2) times the regular rate, if an employee is scheduled to begin his shift during the holiday. If the shift extends into the next day, any overtime will be paid at the regular rate.

ARTICLE XIII - VACATION LEAVE

Section 1: Eligibility and Amount. Paid vacation time will only be allowed to full-time employees where it has been scheduled in advance and approved by the Department Head. Vacation preference shall be given rank seniority. Employees shall be eligible for annual vacations with pay on the following basis, after completion of the following years of service:

- | | |
|------------------|---------|
| 1 year service | 15 days |
| 11 years service | 20 days |

Vacation time shall be credited on the employee's date of hire.

Section 2: Termination of Employment. Employees leaving the service of the City before the close of the calendar year shall receive vacation pay pro-rated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half-day.

Section 3: Accumulation of Vacation. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Upon recommendation of the Department Head, and approval by the City Manager, unused vacation may be carried forward for one (1) year if circumstances warrant. Otherwise accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward the second year. Employee requests to be paid for unused vacation time shall be submitted to the City Council for their consideration, other than in the case of satisfactory termination.

Section 4: Advanced Vacation. Annual vacation leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave credits to cover a period of absence, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

Section 5: Vacation Pay. An employee on vacation leave shall have one (1) day of vacation credit cancelled for each day he would have worked during the normal work-week and shall be paid at the rate he would have earned on that particular day, exclusive of overtime.

Section 6: Vacation Vested Right. Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity, shall be rescheduled if possible, or if not, it shall be paid for at straight time as extra compensation.

Section 7: Vacation Schedule. In advance of the vacation season, the Department Head must arrange a vacation schedule for all employees in his Department and post it on the bulletin board. Vacation time shall be scheduled so as to cause the least interruption of the work of the Department. Vacations shall not be scheduled for periods of less than one (1) week at any one time without approval of the Department Head.

Section 8: Holiday During Vacation. If any holiday recognized by the City falls within an annual vacation period of an employee an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits. If permission is granted by the Department Head to use a day of vacation on one of the twelve (12) holidays recognized by the City, a day of vacation will be charged to the employee and no additional day of vacation will be granted. He will be paid straight time for the holiday.

Section 9: Vacation Upon Termination. Employees who voluntarily sever employment with the City shall be required to give two (2) work weeks' notice of their intentions. Those who are discharged or laid off shall receive vacation pay pursuant to applicable law. Vacation time taken after notice of intention to sever employment with the City shall not be considered as part of the two (2) working weeks' notice.

ARTICLE XIV - SICK LEAVE

Section 1: Notification of Illness. An employee will receive pay for earned sick time only where he or his representative has called and notified the Department Head of his intended absence two (2) hours prior to the beginning of the shift, with provision for reasonable exceptions.

Section 2: Sick Leave Upon Termination. Effective July 1, 1984, an employee who voluntarily separates from the employment of the City shall be paid for fifty per cent (50%) of up to sixty (60) accumulated sick leave days. Maximum payment under this policy will be thirty (30) working days for the first ten (10) years of employment. After ten (10) years, the employee who voluntarily separates from the employment of the City shall be paid for fifty per cent (50%) of up to one hundred eighty (180) accumulated sick leave days. Maximum payment under this policy will be ninety (90) working days. Such payment shall be made at the employee's current rate of pay.

Section 3: Sick Leave Exhausted. In the absence of vacation or sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Manager may grant up to five (5) days anticipated sick time if circumstances warrant, but only in the event that all sick leave accrued, and current year's vacation credits have been exhausted.

At the discretion of the City Manager, additional sick days may be granted, to be made up when earned, for duty-related injury, without first exhausting vacation time earned.

Section 4: Accumulation of Sick Leave. Full-time employees shall accumulate sick leave credits at the rate of one (1) day of each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days during any one calendar year. After an employee has accumulated one hundred eighty (180) sick days, he may, at his own option, sell up to one-half of his net addition of days earned during the calendar year. Such notice should be made within one month of the close of the year.

Section 5: Use of Sick Leave. An employee on paid sick leave shall have one (1) day of sick leave credit cancelled for each day he would have worked during the normal work week. Any absence for a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionally in an amount not smaller than one-quarter (1/4) of a day. Employees will be paid at the rate they would have earned on that particular day, exclusive of overtime.

Section 6: Calculation of Credits. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until he has completed the six months probationary period. Upon the successful completion of the six-month period, a new employee shall have a bank of six (6) days.

Section 7: Proper Reasons for Sick Leave. Sick leave may be taken for any of the following reasons and is to be considered as a matter of grace rather than a matter of right: Any illness an employee may contract, or any exposure to contagious disease he/she may experience, in which the health of others would be endangered by his/her attendance on duty, absence to the extent of four (4) days due to the death of a wife, husband, child, brother, sister, or parent or related member of his/her immediate household, with the first three (3) of the four (4) days not charged against sick time, and any non-duty connected disability an employee may sustain (but this does not include an injury that may be sustained while being temporarily in the employ of another during his/her off-time, or such injury that may be sustained as a result of a conviction of the violation of any ordinance of law). Sick leave may also be used for the following purposes, providing the use is within reason and the privilege not abused: For illness or injury in the employee's immediate family which necessitates an employee's absence from work ("Immediate Family" in such case shall include any persons for whose financial or physical care he is principally responsible); for attendance at the funeral of a close friend or relative; and for an appointment with a doctor or dentist to the extent of time required to keep such appointment, but only when it has been shown that it is not possible to arrange such appointments for non-duty hours. The employee's absence for injury or illness to his/her immediate family shall be granted where he is required to be at the bedside of one of the immediate family or to make arrangements for hiring a babysitter or housekeeper, but not to exceed two (2) days of sick leave. Extensions over two (2) days for extenuating circumstances may be granted, if approved in advance by the Department Head and the City Manager. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal.

Section 8: Effect of Worker's Compensation. For a period of up to thirteen (13) weeks, the supplement to Worker's Compensation will not be charged against sick time. This may be extended an additional thirteen weeks upon the recommendation of the Chief of Police and the concurrence of the City Manager.

The foregoing is subject to the following limitations of circumstances of the injury:

1. As the result of being shot, stabbed or slashed and other cases in which there is an actual or attempted assault on the officer.
2. AS the result of a traffic accident.
3. AS the result of pursuing a suspect.
4. While engaged in crowd control.

Benefits from this section may be limited or disallowed if the injury has taken place as the result of improper action by the officer in the performance of his duties or the injury cannot be substantiated by the attending physician.

In the event that the above supplement is inapplicable or exhausted, the following procedure may be elected by the employee. In case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Worker's Compensation Law, the City Manager may authorize salary payment which, with his work disability payment, equals his regular salary. A total of three (3) hours at straight time hourly rates will be charged against his sick time accumulation for each full day an employee receives this additional payment. An employee may elect not to receive the supplemental salary payments at his own discretion; in this case he would receive only salary payments authorized under the Michigan Worker's Disability Compensation Law, and therefore would not be charged with the three (3) hours straight time hourly rate for each date of absence. While an employee is drawing his regular salary in accordance with this section (8), he shall receive his full benefits in accordance with this Agreement. However, if the employee elects to draw a statutory Worker's Disability Compensation Benefits, he will receive only the insurance benefits provided in Article XVII-Insurance and shall continue to accrue seniority.

Section 9: Proof of Illness. A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, before compensation for the period will be allowed. However, if such a medical certificate is required by the employer, the employer shall either reimburse the employee for the actual cost (office visit only) of obtaining said

medical certificate or, at the employer's sole discretion the employer shall arrange to have the employee examined at the Hackley Industrial Clinic at Hackley Hospital in Muskegon, Michigan, and the employer shall bear the cost of said examination.

Section 10: Retention of Credits. Sick leave accruals shall be retained by an employee in each of the following cases: An employee who has been granted leave without pay; an employee who transfers from one classification or Department to another; a full-time classified employee who is recalled from a layoff.

Section 11: Extension of Sick Leave. In the event of a confining illness and provided the sick leave and vacation leave accumulations, excluding the following year's accrued vacation, have been exhausted, requests for use of anticipated sick leave which have been recommended by the Department Head, and approved by the City Manager, shall be submitted to the City Council for its disposition. The City Council will use its own discretion, and will study and evaluate the employee's personnel record, past performance, and present circumstances. If in its opinion the employment record warrants, and if it feels it to be in the best interests of the City, the City Council may decide to authorize an extension of sick leave up to a maximum of one hundred thirty (130) working days (equal to twenty-six (26) weeks or six (6) months). The City Council may limit this extension of sick leave to twelve (12) days for each prior year of the employee's service with the City. Sick leave extensions granted by Council and actually used by the employee shall be charged against the employee's record, and repaid with sick leave credits earned when the employee returns to work. An employee terminating employment immediately following the use of a sick leave extension or within six (6) months after returning to work will not be paid for accrued vacation time. No vacation leave will be allowed during the first three (3) months after returning to work. With the approval of the City Manager, an employee may use his accrued vacation time as sick leave if all sick leave, sick leave extensions, and current vacation leave has been used.

Section 12: No Accrual During Leave Of Absence. A medical leave of absence may be granted for up to one (1) year by the City Manager upon proper recommendation from the employee's physician. This one (1) year may be extended if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during a medical leave of absence.

Section 13: Off-Duty Injuries. Officers injured while off-duty, but while upholding their oath of office, will get the same benefits as if they were on duty.

ARTICLE XV - MILITARY DUTIES AND OBLIGATIONS

The City will cooperate with and support its employees in meeting their military duties and reserve obligations. The City will hire and promote members of the Military Reserve on an equal basis with individuals who have no military obligation.

Every employee who leaves his employment with the City for Active Duty or service in the Reserves will retain his job security and his chance for future advancement. Every employee who leaves for Active Duty will continue to be an employee of the City. The City will grant an employee a leave of absence to perform his initial period of Active Duty of not less than three (3) consecutive months.

The City will grant an employee a leave of absence for his annual two weeks' training period.

The City will grant an employee a leave of absence for the purpose of attending special courses of instruction, schools and other Reserve training covered by Federal Statutes.

The City will permit the employee to return to his job with such seniority, status, pay and vacation as he would have had if he were not absent for training with the Reserve. However, if the employee is absent during his six-month probationary period, his semi-annual recommendation for increment will be delayed by the length of such leave of absence.

The City will pay the difference to the employee between his service pay and his regular City wages or salary during the time he is absent for his two (2) weeks' training duty.

The employee must keep the City informed of his exact Reserve or Military status by letter to the City Manager through the Department Head. This letter should also state all annual military obligations insofar as they are known in advance.

An employee must request a leave of absence from the City for any training duty which will require absence from work; this must be submitted in letter form to the City Manager and endorsed by the Department Head.

An employee must keep the Department Head informed as to his scheduled weekly and week-end drills to avoid possible interference with City work schedules.

An employee must report for work immediately following completion of his annual training, with allowances for travel time from the training site to the City. Length of travel time beyond the actual duty period must be approved by the City.

The reservist who completes his initial period of not less than three (3) consecutive months of Active Duty has thirty-one (31) days in which to apply for return to his City employment.

VETERANS' RE-EMPLOYMENT RIGHTS BY FEDERAL LAW:

The following ex-servicemen have statutory re-employment rights:

1. Persons inducted for Military training and service in the Armed Forces of the United States.
2. Persons who enlist in the Armed Forces of the United States.
3. Members of any reserve component who enter upon active duty for training and service in the Armed Forces of the United States.
4. Members of the National Guard who enter upon active duty in the Armed Forces of the United States for training and service. (Service with State National Guards is not covered by the Federal re-employment statutes.)
5. Reserve Officers of the United States Public Health Service who are called to active duty with the Armed Forces of the United States.

An ex-serviceman is entitled to statutory re-employment rights under the following conditions:

1. If the position with the City was other than a temporary or part-time position.
2. If he serves for not more than four (4) years or as soon after the expiration of four (4) years as he is able to obtain a release from Active Duty.
3. If he satisfactorily completes his training or service period and receives a Certificate to that effect.
4. If he is still qualified to perform the duties of the position.
5. If he applies for re-employment within ninety (90) days after release.

ARTICLE XVI - POSITION CLASSIFICATION PLAN AND COMPENSATION PLAN

The official Position Classification Plan of the City shall be as provided by the titles of classes shown in the currently approved schedule (adopted April 13, 1964) and may be amended only

by the City Council. The titles of all full-time and part-time job classifications now in effect are as shown by groups in Appendix "A" to this contract.

The Compensation Plan shall be as adopted by the City Council. The Compensation Plan shall be correlated with the Position Classification Plan and shall provide a rate or range of pay for each class.

The Compensation Plan shall provide a range of pay for all positions over a two (2) or three (3) year period as follows:

1. All new employees will have a pay range which provides for six (6) increments at six (6) month intervals, with the maximum being reached after three (3) years.
2. Employees who are promoted from one Classification to another, will reach the maximum in their new pay range after a two year (2) period; this shall consist of four (4) increments at six (6) month intervals. Employees who may be promoted within the first year of employment, will not receive maximum pay in less than three (3) years. Increments are not automatic, but are based on merit and require the recommendation of the Department Head and the approval of the City Manager on standard forms provided for the purpose.

Requests for changes in either the Position Classification Plan or the Compensation Plan shall be submitted to the City Council for their consideration and shall include the recommendation of the Department Head and the City Manager.

ARTICLE XVII - INSURANCE

Hospitalization insurance carried by the City is Blue Cross/Blue Shield, Michigan Hospital Service, including Master Medical Coverage, Option IV, and \$2.00 co-pay prescription rider. The City shall pay full premium on such insurance coverage for employees and dependents of employees, if any.

Retirees are eligible for City-paid hospitalization coverage upon attaining age sixty-five (65), provided they are drawing City retirement benefits. Additionally, the City shall provide hospitalization insurance for retirees (only) at age fifty-five (55). Retirees shall be allowed to purchase dependent coverage at the City's group rate by pre-paying the City for said coverage on an annual or quarterly basis at the retiree's option.

The City shall pay the full premium for life insurance. Full-time employees shall be insured for \$10,000.00.

Retired employees shall be entitled to be insured for \$2,000, the premium for which shall be paid by the City.

The City shall provide proper liability insurance to protect the members of the bargaining unit against liability incurred through the performance of their job in the proper line of duty.

Effective July 1, 1985, each member of the bargaining unit may be reimbursed on an annual basis a sum not to exceed Two Hundred Dollars (\$200.00) for total family dental expenses. No such reimbursement shall occur without proper proof of payment.

ARTICLE XVIII - LONGEVITY

The longevity plan will pay regular or full-time employees two percent (2%) of their annual compensation (based on normal work-week) for each five (5) years of service. The maximum payment is ten percent (10%) after twenty-five (25) years of service. Payments will be made semi-annually. If an employee has completed five (5) years (or multiple thereof) of continuous service by January 1 or July 1, he is eligible for longevity pay based on his length of service and annual compensation on that date.

The percentage plan is as follows for the completion of the required years of service:

Five (5) years	2%
Ten (10) years	4%
Fifteen (15) years	6%
Twenty (20) years	8%
Twenty-five (25) years	10% Maximum

Longevity will be paid to employees with five (5) or more years of service who are terminating their service to the City, based on their percentage, and prorated for the time worked from their date of eligibility to the date of termination including terminal vacation time, BUT NOT TO INCLUDE TERMINAL SICK PAY BENEFIT. The longevity provisions cited above will remain unchanged for officers who are members of the Command Group at the time of ratification of this contract.

Officers who become members of the Command Group subsequent to January 1, 1986 will be subject to the following longevity schedule:

5 - 10 years	\$200
11 - 15 years	400
16 - 20 years	600
21 - 25 years	800
25 --	1,000

Payments under this fixed payment schedule shall be made in December of each year.

ARTICLE XIX - RETIREMENT

Employees will be required to retire upon reaching the age of sixty-five (65). The City Council, however, only by its own action, may extend the employment of an individual for one (1) year or not to exceed two (2) years, if it is felt to be urgently required in the City's best interests.

Employees are covered under the Michigan State Employees' Retirement System Plan B-2 waiving the F-47 Rider.

Effective October 1, 1975, employees are eligible for coverage under Plan B-2 of M.M.E.R.S. waiving the reduction in retirement allowance for members who retire prior to age sixty (60) as provided in Section 37 f, for members who retire after having attained age fifty-five (55) with twenty-five (25) or more years of credited service. Effective July 1, 1974, employees are eligible for coverage under Plan E-2 of M.M.E.R.S.

1. Employees under Plan B-2 contribute five percent (5%) of their annual compensation.
2. The additional amount needed to finance the employees' retirement system is determined actuarially each year and is appropriated by the City as the City's contribution.

Qualification for Deferred Retirement: This can be granted an employee at the age of sixty (60) who has not withdrawn from the plan and if he has had at least ten (10) years of service with the City.

Disability Retirement: This can be granted at any age if the employee has at least ten (10) years of service. However, if the disability is work-connected, retirement benefits will be granted at any age and with no minimum length of service required. If the employee has less than ten (10) years of service, the benefits would be based on ten (10) years. If a member of the bargaining unit is granted a disability retirement, the City shall pay for hospitalization insurance for said person in accordance with Article XVII-Insurance.

Life Insurance: Upon retirement from the City, the employee shall be entitled to have a \$2,000 group life insurance policy, the premium of which shall be paid by the City.

In order to be eligible for this insurance, the employee must go directly from active service to retirement, either regular retirement or combined disability retirement.

In the event the employee is ineligible to receive retirement benefits immediately upon leaving active service he shall be ineligible for this life insurance policy at any time in the future.

ARTICLE XX - UNIFORM ALLOWANCE

		New Employees (first year)
7/1/86	\$350	\$400
7/1/87	\$375	\$425
7/1/88	\$375	\$425

This allowance may be used for the purchase of uniforms, equipment and dry cleaning services. Receipts for dry cleaning reimbursement which are more than thirty (30) days old shall not be honored or reimbursed. Dry cleaning expenses, in order to be reimbursed, must have been incurred at a dry cleaning establishment in the City of Muskegon Heights. In the alternative, employees may drop-off dry cleaning at a time and place and in a manner established by the City and the City will arrange to have the dry cleaning completed and the expenses of same shall be deducted from the allowance. It is the intent of this provision that all dry cleaning paid for by the City shall be done in the City of Muskegon Heights.

All items of uniform must be approved by the Department Head. The City's regular purchasing procedure will be followed.

The City will pay for repairs or replacement, City's option, to clothing damaged in the line of duty where claims are reasonable.

The Employer shall supply necessary equipment as determined by the Chief of Police so that the employee may perform his job as a law enforcement officer. Such equipment shall not include a service revolver, but shall include fresh ammunition, handcuffs, all leather goods, flashlights, clip boards and badges. Second-chance vests, shotguns, shotgun racks, shall be purchased by the department in such quantities as determined by the Chief of Police. The issuance of second-chance vests, shotguns, and shotgun racks shall be at the discretion of, and according to the policy of, the Chief of Police.

ARTICLE XXI - EDUCATION PLAN

All eligible officers represented in this contract shall be eligible for additional compensation of \$250.00 added to annual salary for obtaining an Associate Degree in Police Administration; an additional \$250.00 added to annual salary for obtaining a B.S. Degree in Police Administration. The maximum additional salary is \$500.00 under this Section.

All officers with three (3) years of service with the Muskegon Heights Police Department are eligible for the additional compensation to be added to their annual salary as prescribed above, effective upon obtaining the prescribed degree.

All new employees of the Muskegon Heights Police Department with an Associate Degree or B.S. Degree in Police Administration will receive the additional prescribed compensation in six (6) increments at six (6) month intervals with the maximum being reached after three (3) years.

ARTICLE XXII - REDUCTION IN FORCE

When there is a reduction in the work force in the Command Officer's group, those employees laid off from that group shall then be assigned to other jobs in the Police Department according to their total seniority within the entire Police Department (i.e., they should be placed in the jobs of lesser seniority employees provided they have the skill and experience required for the job without training).

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement supersedes and repeals forthwith all previous agreements, verbal or written or based on alleged past practices between the employer and the employees and constitutes the entire agreement between the parties pertaining to the salaries, hours of employment, working conditions and benefits provided for the duration of the agreement.

The provisions of any general ordinance on employee benefits in effect concurrently with the duration of this agreement shall not apply to the employees covered by the terms of this agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this agreement.

ARTICLE XXIV - WAIVER

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 understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV - VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE XXVI - HOLD HARMLESS

This Agreement shall be subject to the provisions of the law. In the event this Agreement shall be challenged through the Michigan Employment Relations Commission, or the courts, or other forum, neither party shall initiate a subsequent legal action to receive damages.

ARTICLE XXVII - DURATION AND RENEWAL

Effective Dates. This Agreement shall be binding upon the parties hereto and their successors. The terms of this Agreement shall become effective July 1, 1986, and shall remain in full force and effect to and including the last day of June, 1989, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

ARTICLE XXVIII - RESIDENCY

1. All employees in the Unit who are currently residents of the City shall remain continuous residents of the City.
2. All employees within the Unit who currently reside outside the City but within the five (5) mile radius of the closest City limit may move provided they continue to live within the five (5) mile limit. Provided further, however, that those current lieutenants and sergeants who accept future promotions must comply with 3(a) or 3(b).
 - 3(a) Any person promoted or appointed to the position of Captain shall become and remain a continuous resident of the City.
 - 3(b) Any person who is a command officer as of May 1, 1987, who subsequently accepts a promotion and who currently lives outside the City may continue his/her current residence but he/she must move within the City if he/she changes his/her residence.
4. All new hires into the Unit shall become and remain continuous residents of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

EMPLOYER -
CITY OF MUSKEGON HEIGHTS

UNION -
POLICE COMMAND OFFICERS,
FRATERNAL ORDER OF POLICE

By _____
Mayor

APPENDIX "A"

COMPENSATION PLAN

<u>DATE EFFECTIVE</u>	<u>SERGEANT</u>	<u>LIEUTENANT</u>	<u>CAPTAIN</u>
July 1, 1986	\$26,466 - 27,456	\$27,785 - 28,824	\$29,102 - 30,142
July 1, 1987	\$27,392 - 28,417	\$28,757 - 29,833	\$30,121 - 31,161
July 1, 1988	\$28,351 - 29,412	\$29,763 - 30,877	\$31,175 - 32,235

When a position of lower rank and lower salary is assigned to a position of higher rank and higher salary and when he has held this position for ninety (90) days and performed in a satisfactory manner, a person shall receive the entry level rate of pay of the higher rank. He shall receive this compensation so long as he serves in this higher position.

An off-duty officer subpoenaed into Court will be paid at the rate of one and one-half (1-1/2) for a minimum of two (2) hours. Time will be based on the time spent in Court for the day. Subpoena and mileage fees shall be returned to the City of Muskegon Heights.

APPENDIX "A"

COMPENSATION PLAN

<u>DATE EFFECTIVE</u>	<u>SERGEANT</u>	<u>LIEUTENANT</u>	<u>CAPTAIN</u>
July 1, 1986	\$26,466 - 27,456	\$27,785 - 28,824	\$29,102 - 30
July 1, 1987	\$27,392 - 28,417	\$28,757 - 29,833	\$30,121 - 31
July 1, 1988	\$28,351 - 29,412	\$29,763 - 30,877	\$31,175 - 32

When a position of lower rank and lower salary is assigned to a position of higher rank and higher salary and when he has held this position for ninety (90) days and performed in a satisfactory manner, a person shall receive the entry level rate of pay of the higher rank. He shall receive this compensation so long as he serves in this higher position.

An off-duty officer subpoenaed into Court will be paid at the rate of one and one-half (1-1/2) for a minimum of two (2) hours. Time will be based on the time spent in Court for the day. Subpoena and mileage fees shall be returned to the City of Muskegon Heights.

APPENDIX "B"

CHECK-OFF AUTHORIZATION

My employer is hereby authorized to deduct from my wages and turn over to the officer or representative, as designated in the applicable agreement, all such monies representing initiation fees, membership dues and assessments in such amounts as designated to my employer by the above Union, and this authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the City or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, until I give written notice to the City and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

_____ Badge No.
Signature _____
Address _____
Employed by _____
Social Security No. _____ Date _____