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A G R E E M E N T

Between

CITY OF NORTH MUSKEGON

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

KNUDSEN, WASIURA & ASSOCIATES, P. C.

*North Muskegon, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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A G R E E M E N T

THIS AGREEMENT, is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988, between the CITY OF NORTH MUSKEGON, hereinafter referred to as the "Employer", and LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, hereinafter referred to as the "Union".

WITNESSETH:

RECOGNITION

Section 1.1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 1.2

The bargaining unit is defined as follows:

ALL FULL-TIME AND REGULAR PART-TIME POLICE OFFICERS OF THE CITY OF NORTH MUSKEGON (POLICE DEPARTMENT) INCLUDING NONSUPERVISORY LIEUTENANT; but excluding the Chief of Police, supervisory employees, and all other employees.

Section 1.3

The Employer shall not enter into any other agreements with employees in this bargaining unit, either individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 1.4 Agency Shop

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. Neither party shall exert any pressure on or discriminate against an Employee as regards such matters.

Section 1.5 Union Security

The Employer agrees that during the term of this Agreement it shall be a condition of employment that all present and future Employees (after completion of sixty (60) days of employment) shall either become members of the Union or pay the equivalent of union dues as a service charge for his/her representation by the Union. In the event any Employee fails to pay dues or a service charge within thirty (30) days after written notice by the Union to the Employee, such Employee's services shall be terminated; subject, however, to limitations imposed by applicable laws.

Section 1.6 Dues Deduction

The Employer agrees to deduct from the wages of each individual in the bargaining unit who voluntarily becomes a member of the Union, dues subject to the following subsections:

A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and

agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction from the Employee's pay of Union dues and/or representation fees.

Section 1.10 Prohibited Activity

The parties to this agreement mutually recognize that the services performed by the Employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the Employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole, or in or part, from the full, faithful and proper performance of the duties of their employment.

DEFINITIONS

Section 2.1 Definition of Terms

A) Employee: A person legally appointed and occupying a position in the City service with the bargaining unit as defined herein.

B) Full-Time Employee: An Employee employed in a position which requires the services of an Employee forty (40) hours per week for a continuous period exceeding one hundred twenty (120) calendar days within a calendar year, except "Seasonal Employees" as defined herein.



C) Part-Time Employee: An Employee employed in a position which requires the services of an Employee twenty (20) hours per week for a continuous period exceeding one hundred twenty (120) calendar days within a calendar year, except "Seasonal Employees" as defined herein.

D) Probationary Employee: A new Employee shall work under the provisions of this Agreement, but shall be employed only a six (6) month trial basis, during which period he will have no seniority and may be laid off or discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After six (6) months, the Employee shall be placed on the regular seniority list. In case of discipline within the six month period, the Employer shall notify the Local Union in writing.

#### EMPLOYER RIGHTS

##### Section 3.1 Retained Rights:

The Employer shall remain vested with all management functions, including, but not limited to, the direction of the work forces; the full and exclusive right to hire, promote, demote, discharge or discipline Employees for just cause; to promulgate reasonable rules and regulations governing the conduct of Employees, to make job assignments necessary to

insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to change existing methods and facilities and to introduce new or improved facilities; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes and layoff for lack of work; to control, direct and supervise the use of all equipment, subject to the terms of this Agreement and to contract out for goods and services; and reserving to Employer, all managerial prerogatives, present and future, restricted only by the specific and express terms hereof the contrary.

#### UNION RIGHTS

##### Section 4.1 Non-Bargaining Unit Personnel:

Non-bargaining unit Employees will not be assigned bargaining unit work where it would cause the layoff of a bargaining unit Employee, or where it would delay the announcement of an approved, funded vacant position in the bargaining unit, or when it would result in the reduction of the work force, except in emergencies or where such Employees are unavailable for work, but not for the purpose of avoiding overtime.

PROHIBITIONS

Section 5.1 No Strike

The Union will not cause or encourage its members to engage in a strike work stoppage or slow-down over any unsettled grievance. Further, the Union will discourage Employees from any such action. The Union recognizes that Michigan law prohibits strikes by public Employees. It is further agreed that no Employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever. Violation of this Section by an Employee shall subject that Employee to disciplinary procedure up to and including discharge.

In the event of a strike, work-stoppage, slow-down, or general "blue-flu", the Employer has the option of rescinding this agreement after such breach has continued for more than one day unless the breach ends before the option is exercised. Written notice of intent to exercise such option shall be given at least one day before it is exercised.

Further, the Employer shall have the right to discharge any Employee who engages in an illegal strike, work-stoppage or general "blue-flu" refusal to report for work. In such event, the offending Employee shall be deemed to have quit employment.

Section 5.2 No Lock Out

The Employer agrees that it will not lock out Employees during the term of this Agreement.

UNION REPRESENTATION

Section 6.1 Steward Designation

The Employer recognizes the right of the bargaining unit's membership to elect a regular Employee as one job steward and an alternate from the Employer's seniority list. The authority of the job Steward so elected by the Local Union shall be limited to and shall not exceed the following duties and activities:

A) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of this Collective Bargaining Agreement pertaining to the grievance procedure.

B) 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 have been reduced to writing and are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle materials or equipment, or any other interference with the Employer's business.

C) The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business.

D) The job Steward shall be permitted reasonable time to receive, investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours. "Reasonable time" is defined as not to exceed 15 minutes without the approval of the supervisor.

E) In each and every instance where additional time is required under A through D above, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the immediate Supervisor.

Section 6.2 Notice of Union Representation

It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of the Agreement, serve upon the Employer, a written notice listing the Union's steward or alternate employed by the City who are to deal with the City on behalf of the Union making commitments within the terms of the Agreement for the Union. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement.

Section 6.3 Bargaining Committee

The Union shall be entitled to form a bargaining committee consisting of not more than one (1) member, and the Business Representative, or any other official of the Local Union, but not to exceed two persons.

Section 6.4 Limitation on Representation

The Union may also have not more than two non-Employee representatives present at meetings held under the appropriate

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grievance procedure or other meetings between the Union and the Employer. The collective bargaining committee will be paid for their time spent in negotiations with the Employer in the event they are scheduled to work during the bargaining meeting. Said time shall be for only straight-time hours they would otherwise have worked had they worked their regularly scheduled shift. The Employee scheduled to work the day of a pre-arranged bargaining meeting shall be credited with the number of hours spent in bargaining as time worked during their tour of duty on that day. No pay shall be paid to the Employee who is not scheduled to work.

Section 6.5 Investigation of Grievances

A grievance may be presented at any time in accordance with the grievance procedure. The investigation, discussion and settlement of the grievance shall be done outside the working hours, unless such grievance relates to suspension or discharge, or it is necessary to investigate or discuss a particular grievance during working hours, the Employer agrees to compensate the Steward for all reasonable time during the Employee's regular schedule of work. No Employee shall leave his work station for the purpose of preparing or processing a grievance without first obtaining permission from his immediate supervisor.

Section 6.6 Union Access

The Employer agrees that representative(s) shall have reasonable access to the premises of the Employer during

regular business hours to conduct Union business. Such representative(s) shall give advance notice of the desired meeting to the Supervisor concerned who will arrange a time and a place for the meeting which shall be held outside the officer's shift except for matters involving suspension with pay.

Section 6.7 Personnel Files

The parties agree that Act 397 of the Public Acts of 1978, as may be amended, shall govern access and review of the personnel records. Any request to review a personnel file shall be in writing and submitted to the Chief of Police. The Employer shall supply copies from personnel records to Employees at cost for all copies in excess of five pages.

SPECIAL CONFERENCES

Section 7.1 Notice of Special Conferences

Special conferences may be arranged by mutual agreement between the parties. Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Section 7.2 Scheduling of Special Conferences

Special conferences shall occur within fourteen (14) days of the mutual consent. Such conferences shall be held at a mutually acceptable time.

Section 7.3 Special Conference Meetings

Special conference meetings shall be attended by not less than one (1) or more than three (3) representatives of each the Union and the Employer. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences if conducted during the regularly scheduled working hours of the Union's representatives.

SENIORITY

Section 8.1 Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service excluding periods of lay-off, disciplinary suspensions exceeding 30 days unless otherwise ordered by an arbitrator, or unpaid leaves of absence, since last date of hire with the City within the bargaining unit, since which the Employee has not quit or been fired for just cause.

Section 8.2 Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a one year probationary period. Probationary Employees shall not have access to the grievance procedure regarding evaluations, discipline, or terminations, but shall be otherwise represented.



Section 8.3 Termination of Seniority

Seniority shall be defined as in Section 8.1 but an Employee shall cease to have seniority and is no longer employed if:

- A) He/she quits.
- B) He/she is discharged for just cause.
- C) He/she is absent from work for a period of three (3) consecutive work days without prior notification of the Employer.
- D) He/she fails to report for work at the scheduled time following a vacation, authorized leave of absence or disciplinary suspension.

Section 8.4 Seniority and Worker's Compensation

An Employee shall accrue seniority while absent because of injuries covered by the Worker's Disability Compensation Act and other benefits as provided herein.

Section 8.5 Seniority and Military Leave

A) The right to re-employment and the continuing seniority rights of any Employee now and hereafter on the seniority list and who now or hereafter is a member of the armed services of the United States shall be governed by the laws of the United States or any regulations, order or directive or rules of any authorized agency thereof.

B) Whenever Employees who are members of the National Guard, Naval Reserve, Army Reserve, Coast Guard Reserve,

Marine Reserve or Air Corps Reserve are called back to duty, they shall be entitled leave of absence in addition to their annual vacation leave from their respective duties, during which time they are engaged in active duty defense training. Such leaves shall not exceed two (2) calendar weeks, or as required by law or the lawful order of a Reserve Unit. Compensation therefor is set forth in Section 35.4 herein.

C) Employees who have been in the Armed Service of the United States under military leave from North Muskegon shall, upon six (6) months of continuous employment after reinstatement to City employment be given credit for accumulative sick leave for the time spent (not exceeding four (4) years) in the Armed Services, the same as though the time spent in the military service had been spent in employment for the City of North Muskegon, providing that such Employee has received an honorable separation from the Armed Services.

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Section 8.6 Employee Records

An Employee's records shall be made available to him/her upon the Employee's request, or to the Union, if authorized in writing by the Employee. Copies will be furnished at cost after the first set (not to exceed five pages) shall be furnished free-of-charge.

Section 8.7 Seniority List

The City shall maintain a city-wide seniority list for Employees within the bargaining unit, including name, date of

hire and current department. This list shall be updated semi-annually and submitted in writing to the Steward on or before the 15th day of February and August. The Steward shall also receive notice of all bargaining unit personnel hired, terminated, laid off or placed on an extended leave of absence without pay; such notification shall be given in writing on a monthly basis.

#### HOURS OF WORK

##### Section 9.1 Regular

The regular work day and work week shall be eight (8) continuous hours per day and five (5) continuous days per week.

#### OVERTIME

##### Section 10.1 Overtime

All hours worked in excess of forty (40) hours per week shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the Employee's hourly rate of pay. For the purpose of computing overtime all approved absences shall be counted as time worked.

##### Section 10.2 Call In and Court Time

An Employee called back to work outside of the regular scheduled hours shall be compensated at the rate of time and one-half (1-1/2) for all hours worked. An Employee required to appear in court outside of their regular scheduled hours shall be compensated at a guaranteed minimum of two (2) hours pay at the rate of time and one-half (1-1/2) for all hours spent in court.

Section 10.3 Compensatory Time Off

An Employee may elect to take compensatory time off in lieu of payment for overtime worked. The Employee shall notify the Employer of such election when the overtime notice is submitted (i.e. "pay" or "comp. time"). Time off shall be taken at a time mutually agreed to between the Employer and the Employee. Compensatory time off shall be taken within twenty-eight (28) days at the rate prevailing when the overtime is worked. If it is not taken within that period, the Employee shall be paid for the overtime at the end of the next pay period.

SICK LEAVE

Section 11.1 Notification of Sick Leave Usage

All Employees are required, whenever possible, to notify their Department Head that they will be unable to work before their normal day begins, but in no case later than one hour before the working day begins, except in the case of an emergency.

Section 11.2 Use of Sick Leave

Sick leave may be taken after six (6) months of employment for the following reasons:

A) Any incapacitating illness an Employee may contract; any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty; or an incapacitating illness to spouse or child, all only where such is actually necessary.

B) Emergency medical or dental examinations and/or treatment (ordinary treatment should be scheduled outside regular working hours).

C) Any non-duty connected disability an Employee may sustain excepting injury that may be sustained while being temporarily in the employ of another with Employer approval during his/her off duty time.

D) To supplement Compensation payments proportionately to equal regular take-home pay.

Section 11.3 Physician's Verification

A physician's (MD or DO) medical certificate shall be required as evidence of an Employee illness or chronic illness which causes excessive absenteeism as outlined in Section 11.2 or any personal injury that prevented the Employee's attendance at work for a period in excess of three (3) continuous days before the Employee is permitted to return to work.

Section 11.4 Sick Leave During Vacation

If an Employee becomes ill while on vacation, the use of sick leave shall be granted. The Employee shall return to work on the originally scheduled return date unless that date is changed by his/her department head, only if accompanied by a physician's certificate.

Section 11.5 Effects of Sick Leave During Vacation

If an Employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of

incapacity and further evidenced by a receipted bill for services of the attending physician. The Employee shall return to work on the originally scheduled return date unless that date is changed by his/her department head.

#### HOLIDAYS

##### Section 12.1 Paid Holidays

The following days are the holidays that are designated by the North Muskegon City Council as paid holidays for full time Employees who have worked at least six months:

New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day and the Employee's Birthday.

Holidays shall be determined on the actual day of the holiday rather than when others observe it. Birthday holiday will float but shall be used in the same week which birthday falls.

Commencing December 1, 1989, Employees are granted an additional holiday, i.e. New Year's Eve Day.

##### Section 12.2 Eligibility

The Employee must have worked the last scheduled day before the holiday and the first scheduled day after the holiday, unless of on authorized sick leave, off due to an occupational injury or on earned vacation.

Section 12.3 Time and One-Half for Holidays Worked

If an Employee works on any holiday, then such Employee shall be paid one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in addition to the holiday pay in Section 1.

Section 12.4 Holiday Pay on Days Off

If any of the above listed holidays falls on an Employee's regular day off, the Employee will be paid for the number of work hours for such day.

Section 12.5 Computation of Holidays

Paid holidays shall not be charged as vacation or sick leave.

LEAVES OF ABSENCE WITHOUT PAY

Section 13.1 Leave of Absence Definition

For the purpose of this Agreement, a leave of absence shall be defined as all time for which an Employee is to be continued as an Employee but not paid therefor whether it be one day or the maximum time allowable under the reason for the leave.

When the Employee is granted a leave of absence without pay, the Employer commits to allowing the Employee to return to work at the end of the leave at the same salary as when the Employee went on leave. Any substitutes hired to fill in for the Employees on leave of absence without pay should be hired accordingly.

When granted a leave of absence without pay, the Employee commits to returning to work at the end of the leave.

Section 13.2 Effect of Leaves Without Pay

During a leave of absence without pay, the Employee:

- A) Does not receive pay from the City.
- B) Does not earn annual leave.
- C) Does not earn sick leave.
- D) Does not get paid for legal holidays occurring during the leave.
- E) Has no time from his/her annual leave or sick leave to cover the time off on the leave of absence without pay.
- F) The Employee does not earn any additional credit for seniority but retains the length of seniority credited at beginning of the leave, except when an Employee is on leave for a compensable injury.
- G) The Employee does not earn credit towards longevity or credit towards the rate of annual leave or sick leave accumulation for the period covered by the leave.
- H) Employees may pay any group hospitalization or dental premiums falling due during any month in which eligible Employee has not worked at least one (1) week. Employees on such leaves should make individual arrangements.
- I) Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months, the City will continue to pay the premium for the Employee's Group Life Insurance. If the Employee



fails to return to active City employment by the end of his/her approved leave of absence without pay, or if the approved leave of absence without pay extends beyond six (6) months, his/her group life insurance coverage is terminated.

TYPES OF LEAVE WITHOUT PAY

Section 14.1 Leave Categories

A) To cover time off because of his/her own personal illness beyond that covered by accrued sick leave with pay.

1. To be used when the Employee has exhausted his accumulations of accrued sick leave with pay and earned annual leave.

2. Not to exceed twelve (12) calendar months for any one leave, but may be renewed at Employer's option.

3. To be granted only on the written recommendation of the Employee's physician.

4. The Employer shall have the right to require the Employee to be examined by its physician.

B) To cover the time off because of a compensable injury beyond that covered by paid sick leave and paid annual leave.

C) To cover time off while running for City or County elected office filled by election. If such a leave is requested, it may be granted, provided, however, no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave

must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days, and provided, further, such leave will not result in understaffing.

D) To cover disciplinary leaves (suspension without pay).

E) To cover time off because of personal reasons. Such a leave requires the approval of the City Superintendent and may not exceed twelve months.

#### RETURN FROM A LEAVE WITHOUT PAY

##### Section 15.1 Failure To Return From Leave

If an Employee fails to return to City employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the Employee is deemed to have resigned from City service. Failure to contact the City Superintendent at least 48 hours before the end of the leave shall constitute a voluntary quit or resignation.

#### LAYOFF

##### Section 16.1 Reduction of Work Force

The City will notify the Union of its intent to reduce the present work force. Such notice in writing will contain the name of the Employees, and their seniority dates. A copy of the Notice of Intent to Reduce Force will be mailed to the Union within 24 hours of the passage of the resolution. A meeting will be held with representatives of the Union prior to implementation of the reduction if either party so requests

by a writing served on the opposite party. Employees to be laid off shall be given at least 72 hours prior notice.

Section 16.2 Factors To Be Considered In Order Of Layoff

When it becomes necessary to reduce the work force, consideration shall be given to the following factors:

- 1) Seniority.
- 2) Ability.
- 3) Family status.
- 4) Residence.

Seniority and ability shall be considered the most important factors, and seniority shall govern except in those cases where there is sufficient difference in ability of two or more Employees affected to outweigh the difference in seniority. Family status and residence shall be determining factors only when neither seniority nor ability predominates.

Section 16.3 Indefinite Layoff

In the event of an indefinite layoff (i.e. an unspecified period) the Employer shall also use the criteria in 16.2 above.

RECALL

Section 17.1 Order of Recall

When recalling Employees following a layoff to their former position, the Employee with the most seniority who is qualified and has the then present ability and physical fitness to satisfactorily perform the work shall be the first Employee recalled.

KNUDSEN, WASIURA & ASSOCIATES, P.C.

Section 17.2 Notification of Recall

When recalling laid off Employees back to work, the City Superintendent will notify the Employees by certified mail, return receipt requested, sent to the Employee's last known address and the Employer's obligation is satisfied if the last known address given by the Employee is used.

A) Each Employee who is recalled from layoff shall report in person or by certified mail to the City Superintendent within five (5) work days after being notified of recall whether or not he/she intends to return to work for the City. The Employee shall report to work on the date specified by the City which shall not be less than five (5) calendar days from the date of recall notification. If an Employee fails to notify the City Superintendent or his/her designee of his/her decision, within the aforesaid five (5) work day period, or notifies the City Superintendent or his/her designee that he/she will not return to work for the City, or having agreed to return to work for the City, fails to report on the date specified, the Employee shall be deemed to have voluntarily quit.

GRIEVANCE PROCEDURE

Section 18.1 Grievance Procedure

INFORMAL:

When an Employee or Union has a grievance, an attempt shall be made to adjust said grievance on an informal basis

between the Employee/Union and the department head within three (3) working days of the incident causing the grievance or when the Employee/Union knew, or should have known, of the action or incident giving rise to the grievance.

FORMAL:

Step 1 Written:

In the event the grievance has not been resolved informally, the aggrieved Employee/Union shall submit a written grievance to the Chief of Police or his designee within five (5) working days of the incident causing the grievance.

The Chief of Police or his designee shall respond in writing and deliver such response to the grievant and his steward within five (5) working days after receipt of the written grievance. The Chief of Police or his designee also may request a meeting with grievant and the steward to be held within five (5) working days and, in such event, the Chief of Police or his designee shall submit the written answer within five (5) working days following the meeting.

Step 2 Administrative Review:

If the grievance is not adjusted to the satisfaction of the Employee/Union involved within the five (5) working days following the presentation of Step 1, the grievance shall be submitted in writing by the Employee/Union to the City Superintendent within the next seven (7) working days. All written grievances must be signed by the Employee/Union. The City

Superintendent shall meet with the Employee/Union within ten (10) working days of receipt of the written grievance. The City Superintendent, within seven (7) working days of meeting, shall submit a written answer to the Employee/Union. Failure of either to comply with any of the above outlined procedures, unless by written consent, shall constitute acceptance of the other party's position.

Step 3 Council Review:

If the grievance is not satisfactorily settled at Step 2, the Employee/Union shall have the right to submit the matter in writing to the City Council or its designated Personnel Hearing Board, within ten (10) working days following receipt of the answer to Step 2.

The City Council or its designee shall arrange for a meeting with the Employee/Union to hear both sides of the issue within twenty-one (21) calendar days of receipt of the grievance. The City Council or its designee shall issue a written answer regarding its decision on the grievance within ten (10) days after the meeting.

Step 4 Arbitration:

In the event the answer by the City Council or its designee in Step 4 is not satisfactory to the Union, then within fourteen (14) calendar days following the date of receipt of that answer, the Union only, and not an individual employee, may file a demand for arbitration with the City Superintendent, pursuant to the following:

A) The decision of the Arbitrator shall be final and binding.

B) Upon receiving a list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the Federal Mediation and Conciliation Service.

C) The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an Employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step; provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday and holidays shall be excluded.

D) The costs and expenses of the Arbitrator shall be shared equally by the parties. Each party shall pay the expenses and wages of their witnesses.

E) Any grievance not taken to arbitration within the above stated time limits shall be deemed resolved based upon the Employer's last answer, unless extended by a written and signed agreement.

A. If, in the investigation of a complaint, an Employee is requested to appear before a member outside of the bargaining unit, they shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action, only so long as it will not unduly prejudice the investigation.

B. Upon the request of the Employee for representation, such request shall be granted. When such representation has been requested, no questioning of the Employee shall commence until a representative (Steward, Field Representative, or another employee) is present.

C. During a disciplinary hearing or interview to obtain the facts you will be advised of your Garrity Warnings. (Copy attached and marked as Exhibit A). Your responses cannot be used against you in any criminal proceedings. You will be required to respond to administrative questions and your answers can, may or shall be used against you as far as departmental discipline and/or dismissal from duty. Your refusal to answer questions may, can or shall result in departmental discipline or dismissal from duty.



Section 19.6 Limitation on Discipline

The Employer shall not discipline or discharge any Employee except for just cause.

DISCIPLINARY PROCEDURE

Section 20.1 Establishment of New Rules and Regulations

All new rules and regulations for the breach of which an Employee may be discharged or disciplined shall be discussed with the Union before adoption. Copies of work rules shall be made available to all Employees. However, if a dispute arises between the parties, the Union shall have the right to grieve the issue in dispute prior to it being implemented by the City. The current work rules are set forth in Department Policies and Procedures.

Section 20.2 Disciplinary Guidelines

The Employer and Union have negotiated the attached work rules which establish guidelines for various types of Employee misconduct. (Exhibit B).

The parties agree that the guidelines shall generally govern the imposition of discipline and progressive discipline. However, neither party nor an aggrieved Employee shall be necessarily bound by the grades of discipline. However, if the guidelines are exceeded, the Employer shall inform the Union and aggrieved Employee of the reasons and grounds therefor. If the Union and aggrieved Employee contests the imposition of discipline per the guidelines, they shall inform the Employer of the reasons and grounds therefor.

MISCELLANEOUS

Section 21.1 Non-discrimination

The Employer and the Union agree that the provisions of this Agreement, in accordance with applicable federal and state laws, shall be applied equally to all Employees without discrimination as to race, color, religion, sex, age, national original, height, weight, handicap, or marital status.

Section 21.2 Supplementary Employment

Supplementary employment is permitted provided that the Employee notified in advance his/her Department Head, in writing, of his/her supplemental employment, including name of the Employer, duties and hours of work, and expected duration.

The supplemental employment must not conflict with the Employee's hours of City employment nor should it interfere or directly conflict with the Employee's satisfactory performance of his/her City duties. In the event the Department Head determines that such outside work adversely affects the Employee's performance of City work, the Employer reserves the right to revoke consent.

Section 21.3 Bulletin Boards

The Union will furnish one bulletin board for the exclusive purpose of Management-Union notices and information, and the Employer will furnish suitable space therefor.

Section 21.4 Worker's Compensation

All Employees shall be covered by the applicable worker's

compensation laws and related benefits. An Employee sustaining injury or occupational disease proven to have arisen out of or in the course of City Employment may have the following option:

The Employee will receive worker's compensation where such Employee is determined to be eligible therefor, and at the option of the Employee may charge accumulated unused sick leave and/or vacation balances to the extent that it would provide such Employee with his/her regular net salary. If the Employee continues on worker's compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 21.5 Retirement

The City is a member of the Municipal Employees Retirement System. This is an Employee-Employer participation program where both parties contribute to the retirement fund.

The program is the B-1 program with the F-55/20 year waiver, which is in conjunction with Social Security.

Section 21.6 Meetings and Seminars

The Employer recognizes that Employees may be required or permitted to attend approved seminars, institutes, or conferences. All such expenses will be reimbursed by the City.

Section 21.7 Career Development

The City agrees to the principle of making available career development programs for all Employees within the scope

of City Employment in the Department. The City will offer such opportunities on an equitable basis when such opportunities become available. The City agrees to pay for the tuition costs and/or registration fees for the program and the Employee will not lose any wage benefits or seniority while participating in such programs.

Section 21.8 Conditions of Employment

The parties agree that all conditions of employment relating to hours of work, wages, overtime and benefits covered by this Agreement shall remain in full force and effect during the term of this Agreement.

Section 21.9 Validity

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement.

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

VACATIONS

Section 22.1 Vacation Periods

After completing one (1) full year employment with the City, an Employee is entitled to five (5) days paid leave.

Ten (10) days paid leave after two (2) years employment.

Fifteen (15) days paid leave after five (5) years employment.

Twenty (20) days paid leave after ten (10) years employment.

Employees with twenty-five (25) or more years of continuous employment with the City are entitled to twenty-five (25) days paid leave.

All eligibility shall be based on continuous years of employment.

Section 22.2 Scheduling

Employees may bid to take either split weeks or their complete eligible vacation period.

Vacations are subject to department personnel complement required to effectively staff the department. Further, no more than two Employees may be allowed off on annual leave at one time without special permission from the supervisor.

Vacations shall be bid twice yearly in October and April. The Employer shall post a notice on the first week of each of these months and each Employee shall submit his/her preference for their vacation. The positions shall remain up two weeks and vacations shall be granted by seniority. Thereafter, the vacations shall be granted on a first come basis.

Single day vacations may be granted at the Supervisor's discretion based on available adequate work force.

Section 22.3 Leave Requests

Leave requests shall be submitted to the Chief of Police in writing no later than seven (7) days prior to the date of the leave, with a copy furnished to the City Superintendent for recording purposes. The Chief of Police will make the decision if it is feasible to allow the leave at the requested time.

Section 22.4 Leave Denials

Leave requests shall not be arbitrarily denied, but may be denied if the leave would create a shortage of help at a busy time.

Section 22.5 Amounts To Be Taken

An Employee who is entitled to five (5) days leave, shall take the leave all at one time. An Employee who is entitled to ten (10) days leave, may use five (5) days piecemeal and shall use five (5) days at one time. An Employee who is entitled to fifteen (15) days leave, may use five (5) days piecemeal and the remaining ten (10) days as the Employee desires, provided it is used in five (5) day increments. An Employee who is entitled to twenty (20) days paid leave, may use ten (10) days piecemeal and the remaining ten (10) days as the Employee desires, provided it is used in five (5) day increments. An Employee who is entitled to twenty-five (25) days leave may use ten (10) days piecemeal, and the remaining fifteen days as the Employee desires, provided it is used in five (5) day increments.

Section 22.6 Holidays During Vacation Time

If a holiday falls during an Employee's scheduled vacation the Employee shall be allowed one (1) more vacation day.

Section 22.7 Unused Vacation Time

Upon termination of employment, the Employee shall be paid for all unused vacation time.

Section 22.8 Failure to Use Vacation Time

If the Employee fails to use vacation time within the twelve (12) months following the accrual of vacation, the unused vacation shall be forfeited unless the failure to use the vacation is due to the denial of the Chief of Police.

SICK LEAVE - BENEFITS

Section 23.1 Rate At Which Earned

Full time Employees earn sick leave at the rate of one (1) day each month.

Section 23.2 When Eligible

Employees are not entitled to any paid sick days until he/she has been employed for six (6) full months. After completion of six (6) months the Employee shall be credited with six (6) sick days.

Section 23.3 Maximum Amount To Be Accumulated

Sick leave may be accumulated to a maximum amount of one hundred and twenty (120) days.

Section 23.4 Abuse of Sick Leave

If, in the opinion of City Officials, an Employee is abusing the sick leave benefit, the Chief of Police may demand the Employee to present a statement from a licensed Doctor

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stating the reason for the sick leave. Failure to present such statement is reason for disqualifying payment for the days absent.

Section 23.5 Payment For Sick Leave Upon Retirement

When an Employee retires or resigns, after completing five (5) full years of employment with the City, he/she will be paid for one-half (1/2) of his/her accumulated sick leave.

Section 23.6 Record of Sick Days Used

The Chief of Police shall keep a record of sick days used by Employees and present a written copy of this sick leave record to the City Superintendent at the end of each month.

BEREAVEMENT LEAVE

Section 24.1 Requirements

Upon written request an Employee will be granted up to three (3) days leave with no loss of pay to attend the funeral of his/her spouse, child, step-child, parent, step-parent, sister, brother, grandparent, or corresponding in-laws. Written proof of relationship, death, and/or funeral may be required by the Employer prior to final approval or payment for such leave.

LONGEVITY PAY

Section 25.1 Amounts and Requirements:

The City shall pay the Employee on the pay period following his/her date of employment, One Hundred (\$100.00) Dollars for each five (5) years of service, up to and



including twenty-five (25) years of employment service, but shall not exceed Five Hundred (\$500.00) Dollars in any one year.

#### HOSPITALIZATION

##### Section 26.1 Amounts and Requirements

The Employer shall continue, for the duration of this agreement, the group hospitalization plan in effect on the effective date of this agreement. The Employer shall pay the premium for all Employees and continue coverage for eligible retirees and their spouses pursuant to current policy, i.e. for retiree's life until age eligible for Medicare and supplemental coverage thereafter.

##### Section 26.2 Alternative Coverage

Upon a request by a certified area HMO/PHP organization the Employer will offer such coverage that is equal to that of the current plan at no additional cost to the Employee, so long as the cost does not exceed the group hospitalization plan now in effect. Employer shall pay for Employee and dependent coverage.

#### DENTAL COVERAGE

##### Section 27.1 Coverage

The Employer agrees to pay one-half of the expenses incurred during the term of this Agreement of dental care for the Employee and his family. "Dental care" includes regular dental services by licensed dentists or under the direction of

a dentist, as well as periodontia and orthodontia, provided, however, the Employer's payment shall be subject to the following annual maximums:

\$300.00 for Fiscal Year end - 1988

\$400.00 for Fiscal Year end - 1989

\$500.00 for Fiscal Year end - 1990

(The City's fiscal year ends on November 30.)

Section 27.2 Method

The Employer's share shall be payable alternatively as follows:

A. Reimbursement directly to the Employee upon presentation of a receipted statement for completed and specifically identifiable dental services rendered within the term of this contract by a licensed dentist; or

B. Direct payment to the dentist rendering the care or service upon presentation of an invoice specifically indentifying the date of completion of service, the care or service rendered and the total amount of the charges.

LIFE INSURANCE

Section 28.1 Coverage

The Employer shall provide each full-time Employee with \$10,000 life insurance coverage in its group life insurance policy.

## UNIFORMS AND EQUIPMENT

### Section 29.1 Issuance of Uniforms

The Employer shall continue to provide Employees with all uniforms and equipment as they have in the past. All Employer-provided uniforms and equipment shall be returned to the Employer upon termination, prior to the issuance of the Employee's final paycheck.

### Section 29.2 Cleaning Allowance

Each full-time Employee shall be reimbursed up to \$125.00 each year for cleaning of police uniforms. Paid invoices shall be submitted to the Employer in order to obtain reimbursement, or the drycleaner shall submit its invoice to the City and be paid directly, not to exceed the above maximum.

## LEGAL COUNSEL

### Section 30.1 Employer To Provide Counsel

Whenever any claim is made or any civil action is commenced against an Employee while within the scope of their employment, the Employer shall provide the services of an attorney to represent and defend the officer as to any claim or civil action. The Employer may compromise, settle and pay any claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an Employee as a result of any civil action while within the scope of employment, the Employer will indemnify the Employee and pay, settle or compromise any judgment. The selection of

an attorney to represent the Employee shall be at the discretion of the Employer. The foregoing shall not apply to any cause of action arising out of unauthorized acts, gross negligence or willful misconduct, or actions taken while under the influence of intoxicating liquor or controlled substances.

#### JURY LEAVE

##### Section 31.1 Compensation For Jury Duty

Employees shall be given a leave of absence with pay for working time lost when called to serve on jury duty. Such Employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, Employees shall reimburse the Employer all remuneration received for jury duty during the same period, except for mileage.

#### GENERAL

##### Section 32.1 General

A. An authorized representative of the Union (other than local members) shall be permitted to visit the operation of the Employer during working hours with prior consent of the Chief of Police or Designee to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

B. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensa-

tion of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, at reasonable times, at the discretion of the Employer, with Employee's written consent.

C. The Employer shall provide for bi-weekly pay periods. Each Employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday.

D. It shall be a condition of employment that an Employee shall have a valid Michigan Vehicle Operator's License or other vehicle operator's license required by law.

#### EQUIPMENT, ACCIDENTS AND REPORTS

##### Section 33.1 Safety

The Employer shall first consider the personal safety of the Employees in establishing operational procedures.

##### Section 33.2 Claims of Unsafe Conditions

When an Employee is required by the Chief of Police to work under a condition which the Employee regards as a violation of a safety rule, the Employee shall have the right to protest and, if ordered by the Chief of Police to perform the work involved, the Employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee (composed of the Union Steward and a designated representative of Employer) for consideration and recommendation. However, no Employee shall be required to work on

any equipment or job that has already been written up as unsafe before it is checked and released by the Chief of Police or designee.

Section 33.3 Injuries on Job

An Employee who is injured while on the job and is required to leave the job by the Chief of Police because of such injury and is required to remain off the job by the City's designated medical authority will be paid for the rest of the day.

Section 33.4 Alleged Unsafe Equipment

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 the safety appliances prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified. The determination of "safe operating condition" shall be made by the Chief of Police.

Section 33.5 Accident Reports

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 accidents. Failure to comply with this provision shall subject such Employee to disciplinary action by the Employer and shall constitute a Group II offense.

Section 33.6 Report Defective Equipment

It is the duty of the Employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on suitable forms furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

SAFETY COMMITTEE

Section 34.1 Committee

A Safety Committee shall be composed of the Union Steward and Employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

WAGES

Section 35.1 Wage Rates

All full-time Employees who were employed prior to July 11, 1988 shall receive the sum of \$350.00 as pay retroactive to December 1, 1987.

Effective July 11, 1988, all rates of pay for all bargaining unit members shall be increased by 3%. Effective December 1, 1988, all rates of pay for all bargaining unit members shall be increased by not less than 3%, nor more than

5%, depending upon the rate of inflation in the CPI-U for the twelve month period of November, 1987 through October, 1988. If the rate of inflation is 3% or less, then compensation rate shall be increased by 3%. If the rate of inflation is 5% or more, then compensation rate shall be increased by 5%. If the rate of inflation is between 3% and 5%, then the compensation rates shall be increased by the actual rate of inflation, rounded off to the nearest 0.1%. Effective December 1, 1989, wage rates shall again be adjusted based upon inflation, according to the foregoing system (base period November, 1988 through October, 1989).

Section 35.2 Wage Scale (on November 30, 1987)

\$23,836.80 after 3 years service

\$22,836.80 after 2 years service

\$21,836.80 after 1 year service

\$20,836.80 New Hire\*

\*unless credit is given at the time of hire for prior police experience.

Section 35.3 Educational Bonus

Employer shall pay current Employees an educational bonus of \$1,000 per year if such Employee presents satisfactory evidence that such Employee has been awarded a Bachelor's Degree in Criminal Justice. The bonus is payable \$500.00 each six months, i.e. in June and December of each year.

Section 35.4 Military Duty

If an Employee is called to serve as a member of a reserve military unit, the Employer will pay the Employee the



difference between the pay for military service and the Employee's regular pay, but not in excess of a two week period. In order to be paid such differential pay, the Employee shall present satisfactory evidence of the military pay.

AMENDMENTS AND DURATION

Section 36.1 Amendments

This Agreement may be amended only by mutual consent of the City and the Union. A proposal to amend by either party shall be submitted to the other thirty (30) days in advance of the joint meeting at which such amendment is to be considered.

Section 36.2 Duration of Agreement

This agreement shall be effective from date of the execution to November, 1990.

Section 36.3 Modification

If either party desires to modify this contract it shall give written notice within ninety (90) days of the expiration date of this Agreement and negotiations for new contract shall commence thirty (30) days after that date. In the event that the Union and the Employer fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items, this Agreement will remain in effect until the issues are resolved by negotiations, mediation or Act 312 arbitration.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF NORTH MUSKEGON

By *C. Max Fleischmann*  
C. Max Fleischmann,  
Its Mayor

Attest:

By *Jean Mary Duplissis*  
Jean Mary Duplissis,  
Its Clerk

LABOR COUNCIL MICHIGAN FRATERNAL  
ORDER OF POLICE

By *Fred La Maire*  
Fred La Maire, Field  
Representative

## GARRITY WARNINGS

Employees are advised that:

1. The purpose of the interview is to solicit responses that will assist in determining whether disciplinary action is warranted, and the answers furnished may be used in disciplinary proceedings that could result in administrative action against the Employee, including discharge.

2. All questions relating to the performance of official duties must be answered fully and truthfully, and disciplinary action, including dismissal, may be taken if the Employee refuses to answer fully and truthfully.

3. No answers given nor any information gained by reason of such statements may, as a matter of constitutional law, be admissible against the Employee in any criminal proceeding.

If the above warnings are given the Employee is required to answer fully questions relating to performance of his job. If the Employee refuses to answer there is no constitutional bar to disciplinary action, including dismissal, based upon such refusal.

RULES AND REGULATIONS  
DISCIPLINARY GUIDELINES

The Employer and the Union have negotiated these work rules which establish guidelines for various types of Employee misconduct.

The parties agree that the guidelines shall generally govern the imposition of discipline and progressive discipline. However, neither party nor an aggrieved Employee shall be necessarily bound by the grades of discipline. However, if the guidelines are exceeded, the Employer shall inform the Union and aggrieved Employee of the reasons and grounds therefor. If the Union and aggrieved Employee contests the imposition of discipline per the guidelines, they shall inform the Employer of the reasons and grounds therefor.

Classification of Misconduct:

- Group I - Minor Offenses
- Group II - Intermediate Offenses
- Group III - Major Offenses

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth. While the groups of offenses listed below are generally broad, the parties recognize that these lists of possible offenses do not include all possible matters that may be proper cause for disciplinary action. However, for offenses not specifically set forth below, the group of offense will be determined by the Employer.

EXHIBIT B

Group I Offenses (Minor):

1) Habitual tardiness at commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason.)

2) Absenteeism without sufficient reason or proper prior notification.

3) Absence without approved leave or failure to return from such leave at the appointed time and date.

4) Abuse of coffee break time.

5) Disregard of safety rules or common safety practices resulting in minor personal injury or property damage.

6) Use of profanity or obscene language in the presence of the public or fellow employees who are intimidated or offended by said language.

7) Solicitations and campaigning in working areas during working time, or in non-working areas during working time.

8) Smoking in any restricted area.

9) Removing City equipment from City's premises or job site.

10) Unauthorized use of City's tools or equipment.

The disciplinary procedure in the group shall be: First offense, oral warning; second offense, written reprimand; third offense, one (1) day suspension without pay; fourth offense, three (3) day suspension without pay, fifth offense; seven (7) day suspension without pay; sixth offense,

EXHIBIT B CONT.

discharge. The violations shall be accumulated for a period of not more than nine (9) months.

Group II Offenses (Intermediate):

- 1) Injurious or dangerous pranks.
- 2) Fighting on the premises (quarreling not considered fighting).
- 3) Malicious destruction or abuse of City property.
- 4) Careless use of a City vehicle causing an accident.
- 5) Possession of firearms, weapons or explosives during working hours, except when it is part of the job requirement.
- 6) Failure to meet the requirements of the job, performing work inadequately or wasting time.
- 7) Leaving the City limits or work site during working hours without permission of supervisor.
- 8) Transporting non-City personnel in motor vehicles.

The disciplinary procedure in this group shall be: first offense, three (3) day suspension without pay; second offense, five (5) day suspension without pay; third offense, seven (7) day suspension without pay; fourth offense, discharge. The violations shall be accumulated for a period of not more than one (1) year.

Group III Offenses (Major):

- 1) Gambling during working hours.
- 2) Abuse of the public, discourtesy to the public or other unprofessional conduct becoming of an employee. This

EXHIBIT B CONT.

may include comments of public embarrassment toward the City and its officials.

3) Willful disobedience to the proper directive of a supervisor, including overtime requests, or other acts of insubordination.

4) Being under the influence of intoxicating liquor or illegal drugs when reporting for work or while at work.

5) The misuse or removal from the premises, without prior authorization of any City records, confidential information or any other City property, except as necessary in the performance of an Employee's duty.

6) Theft of any property of fellow Employees or of the City.

7) Knowingly falsifying any timekeeping records or intentionally giving false information to anyone whose duty it is to make such records.

8) Conviction of a felony.

9) Falsifying or concealing material information requested in employment application or re-employment physical or psychological examination.

10) Distribution of literature in working areas at any time, without City permission.

11) Working on personal vehicles at City facilities at any time.

12) Suspension of motor vehicle operator's license unless the offender promptly obtains a restricted permit permitting

EXHIBIT B CONT.

the offender to operate a motor vehicle during working hours  
or revocation of a motor vehicle operator's license.

The disciplinary action in this group shall be discharge.