

AGREEMENT
BETWEEN
LABOR COUNCIL
MICHIGAN
FRATERNAL ORDER OF POLICE
"SUPERVISORY"
AND
THE CITY OF OWOSSO

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AGREEMENT

This Agreement is entered into this First day of July, 1990, between the City of Owosso, hereinafter referred to as the "Employer", and the Labor Council Michigan, Fraternal Order of Police, Command Officers, hereinafter referred to as the "Union".

PURPOSE AND INTENT

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

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

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

NO DISCRIMINATION

There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, or age.

ARTICLE 1. Union Responsibility

The Union agrees that its members will perform efficient service, and use its best efforts to protect property and interest of the Employer, and will cooperate with the Employer in performance of their duties. It also agrees

that it will abide by the Employer's reasonable rules and regulations that do not conflict with this Agreement. Such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner.

ARTICLE 2. Recognition

Section 1. Recognition: Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Act of 1947, as amended, the Labor Council Michigan Fraternal Order of Police is recognized as the exclusive representative of all Employees in the Unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. Definition of Bargaining Unit: The Bargaining Unit consists of all permanent full-time employees whose positions are classified as Lieutenant and Sergeant, EXCLUDING all elected or appointed officers, office employees, Chief of Police, clerical employees, seasonal employees, part-time employees, supervisory employees, confidential employees, all employees that are employed through a state and/or federal program, and all other employees.

ARTICLE 3. Management Rights

Section 1. Rights: Except as in this Article otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine that nature and number

of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency, to continue and maintain its operation as in the past, to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and call personnel; to establish reasonable work rules, and to fix and determine reasonable penalties for violations of such rules, to make judgements as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 3. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 4. Aid to Other Labor Groups

The Employer will not aid, promote or finance any labor group who would engage in collective bargaining or make any agreement with any labor group for the purpose of undermining the Labor Council Michigan Fraternal Order of Police.

ARTICLE 5. Grievance Procedure

Section 1. For the purpose of this Agreement, "Grievance" means any dispute regarding meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

Section 2. An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1. If an employee has a grievance and wishes to enter it into the Grievance Procedure, the grievant or the Steward must submit the grievance verbally to his or her immediate supervisor within five (5) calendar days of the occurrence of the condition(s) giving rise to the grievance in order for the matter to be considered grievable.

The Supervisor shall give his verbal answer within five (5) calendar days of the meeting date.

If the matter is not resolved and the employee wishes to carry the matter further, the grievance may be appealed to Step 2 of this Grievance Procedure.

Step 2. In the event the grievance is not resolved at Step 1 of this procedure, the grievance shall be submitted in writing to the Chief of Police or his designee within five (5) calendar days of the verbal answer at Step 1.

The grievance shall be submitted on forms provided by the Union dated and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police or his designee shall sign and date two copies of the grievance and return the same to the grievant and/or Steward of the Labor Council Michigan Fraternal Order of Police. A meeting shall be held if requested by either party.

The Chief of Police and/or his designee shall provide a written answer to the grievant, and/or Steward within five (5) calendar days.

In the event the written answer of the Chief of Police or his designee is not acceptable to the grievant, the grievance may be appealed in writing to the next higher step of this Grievance Procedure within five (5) calendar days of the receipt of the answer of the Chief of Police or his designee.

Step 3. If the grievance is not resolved at Step 2, the grievant and/or Steward may appeal in writing to the Director of Labor Relations. Within ten (10) calendar days of receipt of the appealed grievance, the Labor Relations Director shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either a Steward of the Union and/or a Representative of the Labor Council. Representation of the Union shall not exceed three (3), not including the grievant. If the grievance affects more than one (1) employee, the Union shall designate one employee as a representative of the group.

Step 4. (a) In the event the grievance is not resolved at Step 3, the Union or Employer may, within ten (10) calendar days following the Step 3 answer, submit the grievance to arbitration. Written notice to the Employer or the Union shall constitute a request for arbitration.

The Employer and the Union shall meet within seven (7) calendar days after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Services shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in

effect. Parties shall attempt to select an arbitrator from this panel within ten (10) calendar days. The Union and the Employer shall make alternate strikes for the panel list. If there is no selection from the list, the Federal Mediation and Conciliation Services shall appoint the arbitrator.

The rules of the Federal Mediation and Conciliation Services apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator shall be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the Employee compensation greater than would have resulted if there had been no violation.

(b) Failure of the grievant or the Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, except as otherwise provided, or except within any extension of time which may be mutually agreed to in writing, may be referred to the next step in the Grievance Procedure. The time limit will run from the date when time for disposition expired.

Steps of the Grievance Procedure may be waived upon consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

Saturday, Sunday and Holidays shall be excluded from the Grievance Procedure time limits.

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

The Union representative of the Bargaining Unit shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Union representative of the Bargaining Unit to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Union representative of the Bargaining Unit leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused; and the Union representative of the Bargaining Unit will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special meeting.

ARTICLE 6. Discharges or Disciplinary Suspension

Section 1. All discharges or disciplinary suspensions shall be made by the Chief of Police or his designated representative.

Section 2. Any grievance which concerns discharge or disciplinary time off may be processed initially at Step 3 of the Grievance Procedure within four (4) days of the discharge or suspension. Time limits may be extended by mutual consent of both parties, but shall not exceed five (5) days.

Section 3. When an employee is suspended pending investigation of an alleged offense, the employee shall continue to receive his regular pay for the hours that he is otherwise scheduled unless such suspension becomes disciplinary time off. An employee who is discharged or given disciplinary time off from work shall be allowed to counsel with his representative before he is required to leave the Employer's premises. Any employee who is given a discharge or disciplinary time off shall receive return notice thereof which shall state the nature of the offense and the disciplinary action taken.

Section 4. Imposing any discharge on current charge: The Employer will not take into account any prior infraction which occurred more than one (1) year previously.

ARTICLE 7. Seniority

For the purpose of determining pensions, longevity, and sick leave, seniority shall be compiled from last date of hire with the Employer. For all other purposes, seniority shall be the continuous length of service in the grade. Persons hired on the same date shall be placed on the seniority list by the first letter of last name, if the first letters are the same. second letter shall be also used.

Seniority shall not be lost or accumulated by loss of time due to sick leave or vacations, or up to ten (10) days disciplinary time off.

Preference shall be given to senior employees who wish to transfer to another shift.

ARTICLE 8. Seniority Lists

The Employer shall maintain a seniority list of all employees in the Bargaining Unit according to the seniority date showing names, position, classifications, and seniority date and shall furnish a copy to the Union as soon as possible after the effective date of this Agreement.

ARTICLE 9. Loss of Seniority and Benefits

An employee shall lose his status as an employee and his seniority and all benefits when or if:

1. He resigns or quits.
2. He is discharged or terminated.
3. He retires.
4. He is convicted of a felony.
5. He is absent for three (3) consecutive working days without notifying the Employer.
6. He does not return to work when called from layoff as set forth in the recall procedure unless other arrangements are agreed upon in writing.
7. He fails to return from sick leave and/or any leave of absence on the specified date for his return unless other arrangements are agreed upon in writing.
8. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.

ARTICLE 10. Layoff

The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds or to abolish positions because of changes in the organization.

When it becomes necessary to reduce the size of the work force, probationary employees shall be laid off first providing there are employees with seniority who are available and can satisfactorily perform the work. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees are available who can satisfactorily perform the work.

ARTICLE 11. Recall

When the work force is increased from a layoff, employees will be called back to duties according to seniority with the employee having the most seniority being called back first providing they have the ability to satisfactorily perform the work available.

ARTICLE 12. Veterans

(a) Any employee who is called into active service in the Armed Forces of the United States shall, upon the termination of such services, be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or one hundred and twenty (120) days after hospitalization continuing after discharge.

(b) Except as herein before provided, the re-employment rights of the employees and probationary employees will be limited by applicable laws and regulations.

(c) Employees who are reinstated in accordance with the Uniform Military training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for time not to exceed a period equal to their seniority to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(d) Employees who are in some branch of the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay with the City for a maximum period of ninety (90) days when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year.

ARTICLE 13. Leave for F.O.P. Conference and Convention

At the discretion of the Chief of Police, leaves with pay will be granted to Union members of the Bargaining Unit of the Union for the following reasons:

- (a) One man for three days to attend any combination of FOP State of Michigan or Labor Council meetings each calendar year.
- (b) One man for five days every other calendar year to attend the FOP National meetings.

To obtain the above-mentioned leave days, request for leave must be in writing thirty days in advance showing location and dates of conventions and conferences.

Once a month, at the discretion of the Employer, the representative representing the Owosso City Police Bargaining Unit and/or his designated representative may be excused for up to two (2) hours without loss of pay for the local division's meeting or the Lodge meetings if he is scheduled to work providing there is adequate security for the City during said meeting.

ARTICLE 14. Leaves of Absence

(a) Leave of absence without pay will be granted without loss of seniority for:

1. Illness leave, physical or mental.
2. Prolonged illness of the immediate family limited to father, mother, wife, or child.

3. Standard education courses and training programs that would be work related or a benefit to the Employer.

(b) No leave of absence will be for less than thirty (30) or more than ninety (90) calendar days.

(c) Vacation, longevity, and sick leave shall not accrue during leave of absence.

(d) Approved leaves of absence may be extended for a reasonable period at the discretion of the Employer.

ARTICLE 15. Sick Leave

(a) All members covered by this Agreement shall accumulate one sick leave day per month not to exceed twelve days per year, with a maximum accumulation of one hundred and twenty days. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

(b) Employees absent from work due to claimed illness and to qualify for a paid sick day shall inform the Employer of such absence by telephone prior to the starting time of their scheduled shift.

(c) If the Employer feels an employee is abusing sick leave privileges the Employer may request and receive a doctor's statement showing proof of the illness before returning to work.

(d) On retirement, accumulated sick leave shall be computed into days worked at the rate of one-half (1/2) day per accumulated sick leave day and cash payment by Employer shall be made at the employee's current pay scale, with a maximum payment for sixty (60) days service.

The maximum payment for the above will be sixty (60) days service. In the event of death before retirement, the above referenced payment shall be made to the employee's estate.

(e) After an employee has accumulated one hundred twenty (120) sick days, the Employer will pay the employee, in cash, fifty percent (50%) of all unused sick leave over one hundred twenty (120) days for the preceding twelve (12) months. It is understood by the Union that after payment of the 50% of sick leave days for the preceding year, the maximum accumulation for cash-out will revert back to one hundred twenty (120) days.

(f) Sick leave days shall be used for legitimate illness or disability only.

ARTICLE 16. Bereavement Leave

(a) An employee shall be allowed five (5) working days as funeral leave not to be deducted from sick leave for a death in the immediate family. However, if, during the five (5) allowed funeral days the employee's scheduled off day falls within the five (5) funeral days he will not be paid for the scheduled off days. The immediate family shall include: spouse, son, daughter, mother, father, step-children.

(b) An employee shall be allowed three (3) working days as funeral leave not to be deducted from sick leave for the death in the family. However, if, during the three (3) allowed funeral days the employee's scheduled off day falls within the three (3) funeral days he will not be paid for the scheduled off days. The family shall include: grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister, and brother.

(c) An employee may also be allowed a reasonable time not to exceed one (1) working day to attend other funerals when authorized by the Chief of Police.

ARTICLE 17. Holidays

(a) An employee whose regular work schedule includes any or all of the following days shall receive a holiday with regular pay for such days, except Christmas Eve. However if the approved holidays falls on the employee's scheduled day off, the Employer will do everything possible to give the employee his holiday off the day before or the day after his scheduled day off.

Holiday Schedule

July 4	New Year's Day
Labor Day	Washington's Birthday, February 22
Columbus Day, October 12	Easter
Thanksgiving Day	Memorial Day, May 30
Christmas Day	Good Friday
Christmas Eve	

(b) Christmas Eve. If an employee is scheduled to work Christmas Eve and the employee physically works Christmas Eve, the employee shall receive the sum of one hundred twenty-five (\$125.00) dollars for that day. This sum is to be added with the employee's regular pay. However, it is understood by the Employee and the Union that the addition of Christmas Eve to the Holiday Schedule will not result in any additional days off being granted by the Employer.

(c) To qualify for holiday pay, the employee must be a permanent full-time employee and must have worked all of his scheduled hours on his last scheduled work day before and the next scheduled work day after such holiday unless otherwise excused by the Employer.

(d) An employee shall be granted ten (10) holidays in lieu of the regular holidays listed whether the day is worked or not. If an employee is scheduled to work a holiday and the employee physically works the scheduled holiday, in addition to the day off, the employee shall receive the sum of One

Hundred Twenty-Five Dollars (\$125.00) for that day. This sum is to be added with the employee's regular pay.

(e) When a holiday is observed within the employee's scheduled vacation, the holiday will not be considered as a vacation day and the vacation will be extended one (1) day continuing with the vacation.

(f) In addition to the listed holidays, employees shall receive three (3) personal days for the purpose of handling personal business. All requests for personal days shall be in writing and must be submitted to the Chief of Police or his designated representative at least twenty-four (24) hours in advance, except in case of emergencies. However, in emergency situations, approval of the time off shall be at the discretion of the Shift Supervisor. This time will be non-accumulative and may be taken in either four (4) or eight (8) hour blocks. The day will be considered a work day and the employee shall receive his regular pay for the day.

ARTICLE 18. Vacations

(a) Employees will receive vacation credits as follows:

- 1 year - five (5) work days vacation
- 2 years - ten (10) work days vacation
- 5 years - ten (10) work days vacation plus an additional day for each year over five (5) years, not to exceed a total of twenty (20) work days.

(b) In the case of death, retirement, resignation, or dismissal from the department for reasons other than breach of the public trust, the employee or his estate shall be paid for the accrued unused vacation time.

ARTICLE 19. Vacation Periods

(a) Vacation schedules shall be prepared in advance under the rules of the Department with due regard for the functions and efficiency of the Department and consideration for the wishes of the employees.

(b) Vacations shall be taken in consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not interfere with the efficient operation of the Department, in proper cases exceptions may be made. If an employee submits for split vacations, the first vacation pick shall be for no less than one (1) work week. The remainder of the Employee's vacations may be taken on individual basis excepting during the months of June, July and August.

(c) For scheduling purposes, vacations may be granted up to ninety (90) days prior to July 1st of each year, with preference given to seniority.

(d) If an employee becomes ill and is under the care of a licensed physician during the period of his scheduled vacation, that portion which would otherwise be considered sick leave may be rescheduled as vacation and sick leave charged for the period of illness providing the employee shows a doctor's statement showing the nature of the illness.

(e) Should an emergency arise within the Department or in the City that would make a vacation impossible during the current year, the vacation may be rescheduled in the following year or the employee may be compensated for vacation in cash at his regular rate, considering both needs of the Department and the desire of the employee.

(f) The Chief of Police and the Employer reserve the right to terminate a vacation at any time because of serious emergency conditions in the City, but any vacation time lost by the employee shall be rescheduled as soon as possible to the wishes of the employee.

(g) Vacation shall be accumulated from anniversary date to anniversary date, however, under no circumstances shall back-to-back vacations be permitted in order to double the vacation time.

ARTICLE 20. Retirement

(a) The Employer has, by City Charter, adopted the City of Owosso Employee's Retirement System, Chapter 16, City of Owosso Charter effective July 1, 1945, as amended.

(b) Vacation, sick leave, life insurance, hospitalization insurance and all other benefits will terminate at date of employee's normal retirement as defined by Employee's Retirement Ordinance of the City of Owosso.

(c) If an employee retires at the age of sixty (60) and has accumulated ninety (90) unused sick days, the Employer will pay the full premium for Blue Cross - Blue Shield for the employee and his spouse until the employee reaches the age of sixty-five (65).

If an employee chooses to retire at age fifty-five (55) and has accumulated ninety (90) unused sick days, the Employer will pay the full premium for Blue Cross - Blue Shield for the employee only until age sixty-five.

If the employee chooses the Blue Cross - Blue Shield plan upon retirement, he will forfeit the sixty (60) sick leave days cash-out.

(d) Effective July 1, 1985, Bargaining Unit members shall have the option of retiring after twenty-five (25) years of continuous service regardless of age. Benefit formula shall be final average compensation times the sum of 2.25% for the first twenty-five years of service plus 1.0% for years of service in excess of twenty-five years of service.

ARTICLE 21. Overtime Rates and Restrictions

Section 1. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by the Employer. A work week shall consist of five (5) consecutive work days as

defined above, however, this is not to be construed as a guaranteed work week but merely a definition of a work week.

Section 2. (a) All hours worked over an eight (8) hour shift will be paid at the rate of time and one-half (1 1/2).

(b) All hours worked over forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2).

(c) All hours taken off during the regular work schedule without pay will be made up before the time and one-half (1 1/2) starts.

(d) Employees who are required to obtain complaints and arrests or who must validate complaints while off shall be compensated for a minimum of one (1) hour at the time and one-half (1 1/2) rate.

(e) Officers assigned or directed into court, including Probate Court and official hearings while on duty shall receive straight time. While off duty, the officer shall receive time and one-half (1 1/2). Those officers working the third (3rd) shift and who appear in court for a full day shall not be required to work their next regularly scheduled shift in the same 24 hour period without ten (10) hours of sleep time. Those officers that work the third (3rd) shift and who appear in court the court day following the shift worked and who have their shift changed to the second (2nd) shift following said court appearances shall not be required to pull that tour of duty immediately following the court appearance.

(f) All hours worked due to call back shall be paid a minimum of one (1) hour at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

(g) All hours worked during emergency situations over and above his regular scheduled shift shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

(h) Witness fees paid to the officer shall be turned in through channels to the City Treasurer.

Section 3. (a) The supervisor or senior officer who is in charge of the Department during the period of time when overtime is actually worked shall have the responsibility of authorizing the overtime and communicating said overtime to payroll.

(b) When overtime is required by the Employer, the Officer with the least number of hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If enough Officers do not respond to the required overtime request, then the Employer may call Officers of another classification to work the required overtime hours.

Section 4. Pyramiding Overtime: Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

ARTICLE 22. Probationary Period

Section 1. When an officer is raised to a higher rank or transfers from another department, he shall be considered in a probationary rank for a period of one (1) year from his date of promotion. An officer holding a probationary rank may be returned to original rank any time during the probationary period. The Employer shall state in writing his reason for the demotion and the employee shall have recourse to the Grievance Procedure.

Section 2. New employees hired in this Bargaining Unit shall be considered as probationary employees for the first one (1) year of

employment. When an employee completes the new hire probationary period by accumulating one (1) year of employment he shall be entered on the seniority list of this Bargaining Unit and shall be listed for seniority from his most recent date of hire. There shall be not seniority among new hire, probationary employees.

ARTICLE 23. Hospitalization, Medical and Dental Coverage

Section 1. The Employer agrees to pay the monthly premium for Blue Cross-Blue Shield MVF-1 Hospitalization benefit coverage for the employee and his family, semi-private rate, with a \$2.00 co-pay prescription drug rider or equivalent coverage with employee approval.

Section 2. Dental Coverage. The Employer agrees to provide the following Delta Dental insurance plan:

50/50 Delta Dental Class I and Class II Plan; maximum coverage of eight hundred (800) dollars per person, per year.

Effective upon the signing of this Agreement, the Employer will pay a maximum of thirty dollars and sixty-nine cents (\$30.69) per month, to Delta Dental toward the premium costs of such insurance.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

Section 3. Hospitalization Opt-Out. An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth in Section 1 above and receive, in lieu of such coverage, an annual stipend equal to one-half (1/2) of the single subscriber rate for the coverage set forth in Section 1 for each year the eligible employee has foregone the City provided health insurance. The

stipend payment will be paid by separate check on or about June 30 of each year and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. For purposes of this Section, eligible employees are defined as bargaining unit members who submit on a form provided by the City, evidence, satisfactory to the City, of health insurance coverage from another source. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this Section. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance effective during the City's annual open enrollment period.

ARTICLE 24. Life Insurance Coverage

The Employer agrees to pay the full premium of a term life insurance plan for each employee while employed to the face value of \$10,000.00 per individual employee with the accidental death benefits of \$20,000.00.

ARTICLE 25. Worker's Compensation

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that, an employee being eligible for Worker's Compensation income, the Employer shall pay an amount sufficient to make up the difference between his Worker's Compensation income and his regular weekly income based on forty hours for a period not to exceed twenty-six weeks.

ARTICLE 26. Uniform Provisions

- (a) The Employer will provide and clean uniforms.
- (b) The Employer will provide lightweight raincoats.
- (c) The Employer will provide each employee with one (1) five cell flashlight and batteries.
- (d) The Employer will provide up to Fifty dollars (\$50.00) per year shoe allowance if purchased at a store of the Employer's choice with receipt verifying proof of purchase.
- (e) The City will provide lightweight body armor and use of such armor shall be in accordance with the Employer's rules and regulations. The Employer shall furnish and pay for new body armor vest covers as needed by the individual employee.
- (f) The Employer will provide riot equipment. The use and distribution of such equipment will be in accordance with Departmental rules and regulations.
- (g) Detectives required to wear civilian clothing shall be paid five hundred (\$500.00) dollars each year as clothing allowance. Such payments shall be made in January and July each year in separate checks.

ARTICLE 27. Waiver Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

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

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 that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 28. Termination and Modification

(a) This Agreement shall continue in full force through June 30, 1993.

(b) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of amendment, as herein provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(c) If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 29. Longevity

Years of Service Completed

0 through 5 years	\$000.00
6 through 10 years	400.00
11 through 15 years	500.00
16 through 20 years	600.00
Over 20 years	700.00

Longevity commences on the completion of the fifth (5th) year. Payment will be made on the Employee's anniversary date of employment. Paychecks will be issued on alternate Fridays.

ARTICLE 30. Bargaining Committee

The Bargaining Committee of the Union will include not more than three (3) employee representatives who are members of the Union. The Union will advise the Employer in writing at least two (2) weeks prior to the first bargaining session of the names of the committee. Employees will not lose time or pay for actual time spent at the bargaining table if negotiations are scheduled during their working hours.

ARTICLE 31. No Strikes

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

Section 2. The parties of the Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in, or slow-down of work or restriction of production or interference with the

operations of the City, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, and agents shall immediately declare such work stoppage, picketing, patrolling, or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full production. Copies of such written notice shall be served upon the City. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the FOP in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable to any suit in any court for money damages caused by said violation. The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Any employee in violation of this Article will have no recourse through the Grievance Procedure and the Bargaining Unit and the Union agree they will not represent such members.

The Bargaining Unit and the Union further agree that they shall not use the services of outside persons to perform picket duties against the City of Owosso.

ARTICLE 32. Ratification

The Union Bargaining Committee agrees to submit this Agreement to the Union Membership and make recommendation for ratification. The City Bargaining Committee also agrees to submit and recommend this Agreement to the City Council for approval.

ARTICLE 33. Effective Date

This Agreement shall become effective at 12:01 a.m., July 1, 1990.

ARTICLE 34. College Incentive Pay

Effective July 1, 1983, any new officer must have a B.A. degree in Criminal Justice or Police Administration to be eligible for College Incentive Pay.

Effective July 1, 1983, any existing officer must have an Associate's Degree in Criminal Justice or Police Administration to be eligible for College Incentive Pay.

College Incentive Pay shall be as follows:

Associate's Degree	\$250.00
Bachelor's Degree	400.00

This pay shall be computed and paid separately from any other checks and paid on the first pay in the month of June each year.

ARTICLE 35. Promotions

Section 1. Whenever a vacancy for the position of Lieutenant occurs, and the Employer deems it necessary to fill said vacancy, the following procedure shall be instituted.

Notice of examination and position to be filled shall be posted within the Owosso Police Department for a period of fifteen (15) days prior to examination date.

Applicants shall have a minimum of two (2) years experience at the classification of Sergeant to be eligible to apply.

Subjects to be covered shall be listed and shall relate to police field.

STEP 1. Written Examination - 70%
STEP 2. Oral Examination - 30%
100%

Applicants must pass written examination by 70%.

STEP 3. One (1) point shall be given employee for each two (2) years of seniority or fraction thereof.

STEP 4. Oral Interview Board shall be made up of three (3) persons of another police agency or related field above the rank for which test is being given. The Board shall be picked from persons outside of Shiawassee County. Oral interview shall be within fifteen (15) days after written results of examinations are returned to the City.

STEP 5. Each employee shall file application with the City Police Department.

STEP 6. Each employee shall have the right to review his examination for a period of three (3) days after written examination has been checked and returned to the City.

STEP 7. Promotional lists shall be certified and promotional list shall be valid for a period of two (2) years.

Section 2. Temporary Appointment. When a member of the Bargaining Unit is assigned by the Employer to perform duties of a higher classification they shall be paid one-half (1/2) the difference between his/her hourly rate and the hourly rate of the higher classification.

Letter of Understanding
between
Labor Council Michigan Fraternal Order of Police
Supervisory
and the
City of Owosso

Re: False Arrest Insurance

The City shall cover and pay the premium on False Arrest Insurance for each employee.

LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE:

By: Keith Kewer

DATE: June 25, 1990

CITY OF OWOSSO:

By: Stan Jellin

APPENDIX "A"

CLASSIFICATIONS AND RATES

<u>Classifications</u>	<u>Effective July 1, 1990</u>	<u>Effective July 1, 1991</u>	<u>Effective July 1, 1992</u>
Probationary Sergeant	\$28,974	\$30,133	\$31,338
Sergeant	29,476	<u>30,655</u>	31,881
Probationary Lieutenant	\$30,146	\$31,352	\$32,606
Lieutenant	30,313	<u>31,526</u>	32,787

APPENDIX B

RESIDENCY

All Police Department Bargaining Unit Employees hired after July 1, 1987 shall be required as a condition of continued employment to reside within Shiawassee County, Michigan. All Bargaining Unit Employees hired before July 1, 1987, if residing outside of Shiawassee County, Michigan may continue to do so. Effective July 1, 1987, no Bargaining Unit Employee residing within Shiawassee County, Michigan shall be allowed to continue employment with the City of Owosso if he takes up residence outside Shiawassee County, Michigan.

APPENDIX C
RESERVE OFFICERS

The City reserves its right to utilize Police Reserves to augment the regular sworn officers of the Police Department during any function or assignment.

The City shall not replace or displace sworn officers of the Police Department with Police Reserves, Auxiliary and/or Explorers.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 25th day of June, 1990.

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE-OWOSSO DIVISION:

CITY OF OWOSSO:

By: Keith Kewest
Its President

By: Christine D Mitchell
Its Mayor

By: Sgt Sharon Little
Member of Bargaining Committee

By: Sharon M Martin
Its City Clerk

By: _____
Member of Bargaining Committee

By: Stanley Jelms
Its Spokesman

By: [Signature]
Field Representative

Approved as to substance: [Signature] 6-21-90
City Manager Date

Approved as to form: William P. Braun 6-21-90
City Attorney Date

Approved by City Council: May 7, 1990
Date


SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the Labor Council Michigan Fraternal Order of Police (hereinafter referred to as the "Union") and the City of Owosso (hereinafter referred to as the "City") that the parties will establish a study committee to review the various cost factors of providing for paid hospitalization at the time of retirement for members of the bargaining unit. The committee will be composed of an appointee from the City, an appointee from the Union and an appointee from the Pension Board. The committee will provide the cost factors to both parties no later than January 1, 1990. The study committee will commence its review and meet at such times as are mutually agreed by both parties.

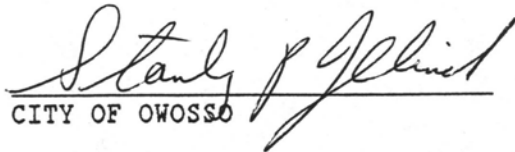
It is agreed that the report(s) of the study committee will be submitted for informational purposes to both both parties.

It is understood that neither party agrees to any position on the issue, it being understood that, if proposed by one of the parties, the issue will be subject to negotiation by the parties, for the succeeding contract to be in effect on, and after July 1, 1990,

Dated: 2/26/88



LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE



CITY OF OWOSSO