

3/15/90

AGREEMENT BETWEEN
CITY OF PERRY
and
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

Perry, City of

March 15, 1988

to

March 15, 1990

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement is entered into between the City of Perry, Michigan, hereinafter referred to as the "City" and the Labor Council, Michigan Fraternal Order of Police, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full Agreement between the parties concerning the rates of pay, wages and conditions of employment.

ARTICLE I - RECOGNITION

The City hereby recognizes the Union as the exclusive representative of the employees of the City of Perry Police Department. Included in the bargaining unit are those positions classified as regular full-time, non-supervisory sworn police officers of the City of Perry, including sergeants but excluding dispatchers, lieutenants, Chief of Police, Command Officer, part-time employees, casual employees, temporary employees, seasonal employees and all other employees of the City of Perry.

The Union agrees that no grievance for any reason involving excluded employees shall be filed or recognized under the terms of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities

conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Perry Code and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which are ordinarily vested in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in to the City, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installation; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit Police Department supervisory employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees

assigned to operations; (i) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting times; (k) to establish work schedules; (l) to discipline and discharge employees for just cause; (m) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees for just cause; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work. The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leaves of absence or days off in the event of a declared emergency in the City.

The Union recognizes that the City retains those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specified provision of this Agreement.

ARTICLE III - NO STRIKE CLAUSE

The Union agrees that there shall be no interruption of the services performed by employees covered by this Agreement nor, shall they absent themselves from their work. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere with the services of the City. The occurrence of any such acts or actions

prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to disciplinary action as may be determined by the employer.

ARTICLE IV - UNION RIGHTS

Section 1. Officers. The Union steward shall be determined by the Union and the name of the Union steward will be given to the City and kept up to date. The stewards shall be permanent employees and shall have completed their probationary period in their current position.

Section 2. Bulletin Boards. The City shall furnish the Union bulletin boards with adequate space for posting notices regarding Union business and Union social matters.

Section 3. Pay for Grievance Work. The Union steward shall suffer no loss of pay or benefits while processing grievances, attending negotiation sessions or grievance hearings which occur during his regular working hours.

Section 4. Agency Shop. Upon completion of thirty (30) days of employment, payment of the agency fee shall be a condition of continued employment. The City agrees to deduct agency fees equivalent to the amount of such fees uniformly required of represented employees to become effective the second payday of the month following the employee's successful completion of thirty (30) days of employment.

Section 5. Dues Checkoff. The City agrees to deduct from the salary of each individual employee in the bargaining

unit the Union's agency fees subject to all of the following conditions:

(a) The Union shall obtain from each represented employee a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.

(b) All checkoff authorization forms shall be filed with the City Clerk who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.

(c) The following checkoff authorization shall be personally signed by the employee who is represented by the Union:

**LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD**
6735 Telegraph Rd., Suite 395, Birmingham, MI 48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$21.00 per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

_____		_____		_____	
(Print) Last Name	First Name	Middle Initial			
_____		_____		_____	
Address	City	State	Zip		
_____		SIGNATURE		_____	
Social Security Number				Date	
11/85					

(d) The City shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation. The employer is not responsible for refunds to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

(e) The City's remittance shall be deemed correct if the Union does not give written notice to the City Clerk within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

(f) The Union shall provide at least thirty (30) days written notice to the City Clerk of the amount of representation fee to be deducted from the wages of employees in accordance with this article. Any changes in the amounts determined will also be provided to the City Clerk at least thirty (30) days prior to its implementation.

(g) The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of representation fees or in reliance of any list, notice, certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

(h) The Union shall notify an employee who has not paid his/her representation fee by certified mail with a copy to the City. If said employee does not pay the representation fee within thirty (30) days after said notice is received, the Union shall notify the City by certified mail of this omission. Fifteen (15) days after receipt of notification by the City, the City shall terminate said employee.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded on a vio-

lation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation and be signed by the employee and Union steward.

Section 2. Rules of Grievance Processing.

(a) All grievances, except those involving discipline or discharge, shall be commenced within ten (10) calendar days after the grievance has become known or should reasonably have been known by the employee. The time limits for filing a grievance over discipline or discharge shall be five (5) calendar days.

(b) The designated Union steward shall conduct Union business on his/her own time except in cases dealing with either discharge or disciplinary action resulting in lost pay. In such event, the Union steward shall notify his/her supervisor of the nature of the Union business and the expected time he/she will be gone from regular departmental duties.

(c) The Union shall provide grievance forms approved by the City. Written answer to grievances shall be in triplicate, one copy to the steward of the Union, one copy to the employee involved, and the original to be retained by the City. Any answer of the City shall be given to the Union steward.

(d) Employees shall write, investigate, process and present grievances so that this activity will not conflict with the performance of their required duties.

(e) No grievance shall be valid for more than fifteen (15) calendar days prior to the date the grievance was first filed in Step One of the grievance procedure.

(f) A grievance not appealed to the next higher step within the appropriate time limit shall be deemed permanently denied.

(g) A grievance not answered by the City within the time limit provided may be advanced to the next step.

(h) The time limits specified in the steps of

the grievance procedure may only be extended by mutual agreement in writing.

Section 3. Steps of the Grievance Procedure.

Step One. If an employee has a grievance, he shall discuss the grievance with the Steward or the Alternate Steward of the Department.

The Steward and/or the employee shall discuss the grievance with the immediate supervisor. If the matter is thereby not resolved, it will be submitted in written form by the Steward to the Chief of Police in accordance with Step 2.

Step Two. A grievance must be submitted in writing to the Chief of Police, Command Officer or his designee within the time limits set forth in Article V, Section 2a.

The grievance shall be submitted on forms provided by the Union and approved by the City, dated and signed by the aggrieved employee(s) and the Union steward and shall, with particularity, set forth the facts, dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police, Command Officer or designee shall sign and date a copy which shall be returned to the grievant and Union steward. Class action grievances may be filed by the Union or its steward.

The Chief of Police, Command Officer or designee will provide a written answer to the grievance within ten (10) working days following his/her receipt of the grievance.

Step Three. In the event the written answer of the Chief of Police, Command Officer or designee is unacceptable to

the grievant, the grievance may be appealed in writing to this step of the procedure. Any grievance not appealed from Step Two within three (3) working days after such answer in Step Two was given or due shall be deemed permanently denied.

The Union shall file a written notice or request that the grievance be referred to a committee consisting of the Union steward and the Union representative (Grievance Committee) and the Mayor and three (3) Councilpersons (Management Committee). The Chief of Police and/or the City's labor counsel may be in attendance at said meeting. A meeting shall be called of these committees within fifteen (15) days from such referral at a time and place mutually agreed upon by the Union and the City. The Management Committee decision shall be reduced to writing and presented to the Union steward within ten (10) calendar days following said meeting.

Step Four. In the event that the grievance is not satisfactorily settled at Step Three and the Union wishes to carry the matter further, it may, through its representative, within ten (10) working days from the date of the employer's answer in Step Three, and not thereafter, submit such grievance to arbitration by the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with its assistance and under its rules. The Union shall, simultaneously with its submission of such grievance to arbitration, provide the employer with a copy of said submission.

If the ten (10) working day time limit, or longer period if mutually agreed upon in writing, is not strictly adhered to by

the moving party, then that party shall forfeit the right to continue through arbitration.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement.

The arbitrator elected shall have no power to hear the case if the moving party has not adhered strictly to the above time limits.

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

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay for expenses of witnesses which are called by them.

The decision of the arbitrator shall be final and binding on the Union, the bargaining unit, all bargaining unit employees and the employer.

ARTICLE VI - SENIORITY

Section 1. Seniority. Seniority shall be defined as the length of continuous service to the City in the Department since the last date of hiring. In the event two or more employees are hired on the same day, the employee with the greatest total from his/her social security number shall be deemed to have

the greater seniority.

Section 2. Probationary Employees. All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees."

Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

During the probationary period an employee shall not be eligible for employee benefits unless expressly provided for otherwise in this agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee and his/her seniority shall start as hereinafter provided.

The probationary period will be extended any time an employee is sick or injured and said sickness or injury requires the employees' absence for five (5) consecutive workdays or more. The probationary period will be extended to be equivalent to the time taken by the employee.

Section 3. Loss of Seniority. An employee shall lose his or her status as an employee and his or her seniority if:

- (a) He or she resigns or quits.
- (b) He or she is discharged and not reinstated.
- (c) He or she retires.
- (d) If he or she is absent from work longer than three (3) consecutive workdays without properly notifying the City by (i) registered

mail, (ii) telephone call confirmed by registered mail, (iii) telegram, or (iv) in person, unless he or she presents satisfactory reasons for failure to notify and for being absent more than three (3) working days.

(e) Failure to return to work within fourteen (14) calendar days after recall.

(f) He or she has been on layoff for a period of time equal to his or her seniority at the time of layoff or one (1) year, whichever is lesser.

(g) Failure to return on time from an approved leave without reasonable excuse.

Section 4. Seniority List. As promptly as is reasonably possible, the City will prepare a seniority list showing the name, job title and length of service of all employees in the bargaining unit entitled to seniority. The City will upon written request, provide the Union with up-dated copies every six (6) months.

ARTICLE VII - LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or other legitimate reasons.

Section 2. Layoff and Recall Procedure. In the event of a reduction of force or layoff, all part-time employees shall be laid off first; as to full-time employees, those having the shortest service shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greater seniority has the ability to perform the work available. Provided, further, that any employee hired under

any federally funded program shall be governed by the law governing such appointments.

Section 3. Demotion in Lieu of Layoff. An employee subject to layoff who so requests, may, in lieu of layoff be demoted by seniority to a lower position in the Police Department, provided that he or she is qualified for the position to which he or she seeks demotion.

Section 4. Notice of Layoff. Employees to be laid off for lack of funds shall be given three (3) weeks prior notice. Employees laid off for other reasons shall be given two (2) weeks prior notice.

ARTICLE VIII - PROMOTIONS

Section 1. Promotions. Promotions within the bargaining unit will be made on the basis of ability to perform the job. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The employer shall not be obligated to consider a request from an employee who has not submitted his request for promotion in writing. The Chief of Police, Command Officer or designee shall determine the method and means of promotion.

An employee who is promoted will assume his or her new responsibility on the effective date cited in the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

Section 2. Job Openings. In the event of a newly created position or an opening in a vacated position (except any

job funded by a special federal program), employees of the Union shall have an opportunity to apply. A notice shall be posted on the bulletin board for ten (10) calendar days during which time the employees within the unit may sign for such positions. As an alternative to allow speedier action, a City representative may bring the opening directly to the attention of each employee within the unit who is working and request he sign within twenty-four (24) hours, if interested. Qualified Union members will be given consideration for the openings as well as other qualified applicants.

ARTICLE IX - LEAVE OF ABSENCE

Section 1. Leaves Permitted. Upon written application, leaves of absence without pay or accrual of benefits may be granted by the City for a period not to exceed one (1) year for the following reasons:

- (a) Illness leave (physical or mental.)
- (b) Prolonged illness in immediate family (spouse or child).
- (c) Educational (as approved by the Police Chief, Command Officer or designee and the City Council.)

Seniority shall not accrue but shall continue for a period of up to one year.

Section 2. Maternity Leaves. Maternity leave shall be granted at no loss of seniority, based on medical certificate and shall be treated as any other disability or illness in accordance with state and federal laws.

Section 3. Military Reserve Leave. Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

Section 4. Cancellation of Leave. Any leave of absence granted for sickness or disability may be cancelled and revoked if a qualified expert hired by the City issues a written report stating that said employee is able to return to his or her former employment without danger to health. The Union reserves the right to file a grievance challenging the reasonableness of the City's reliance upon its expert's opinion.

Section 5. Union Activities. The City shall allow one (1) employee a maximum of three (3) days per year to attend Union-sanctioned conventions or seminars, without pay.

ARTICLE X - WORKING HOURS AND OVERTIME COMPENSATION

Section 1. Hours of Work. The Chief of Police, Command Officer or designee shall designate the shifts and hours for each shift in order to accommodate the needs of the department. The shifts and hours of employment shall be posted regularly at least

one month in advance.

Section 2. Trading Workdays. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days with the consent of the Chief of Police, Command Officer or his designee provided no overtime is involved.

Section 3. Changing Shifts. Members of the Police Department, with the consent of the Chief of Police, Command Officer or his designee, may be permitted to change shifts.

Section 4. Workday. The normal workday for regular full-time employees shall be eight (8) hours, including a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks during which periods the officers are subject to call. The employees will be allowed to take the lunch period within a one mile radius of the Perry City Hall. This section shall not be construed as and is not a guarantee of any number of hours of work per day.

Section 5. Workweek. The normal workweek shall consist of forty (40) hours of five (5) eight (8) hour days. This section shall not be construed as and is not a guarantee of any number of hours of work per week.

Section 6. Overtime. Overtime shall consist of time worked by an employee in excess of eight (8) hours per day and forty (40) hours per week. An employee required to work overtime shall first receive authorization from the Chief of Police or his designee. An employee shall be compensated for overtime worked at the rate of time and one-half his/her regular rate of pay. An

employee shall not be allowed to take compensatory time off in lieu of overtime payments. Any hour of work paid for under the provisions of this section shall not be considered for pay under any other section of this Agreement.

Section 7. Court Time. When an employee is required to appear in court on matters arising out of his employment at times other than during his regular shift, he shall be compensated for the time of his appearance at the rate of time and one-half the regular hourly wage, with a minimum of two (2) hours payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. No employee paid by the employer pursuant to this section shall be entitled to retain any fees due him by virtue of his appearance and hereby assigns all such sums to the City.

ARTICLE XI - DISCHARGE AND DISCIPLINE

Section 1. Power of Discharge and Discipline. A representative of the City may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed.

At the time he takes disciplinary action against an employee, the representative of the City shall give the employee a written and signed statement stating the specific charges of the employee's offense, of its date and time, of the penalty

assessed, and of the date and time the penalty becomes effective.

Section 2. Union Representatives. An employee who is disciplined by time off or discharge may, at the time such action is taken and before leaving the City's premises, have the right to confer with his or her representative, or in his absence, another Union representative, at such place on the City's premises (but away from the working public areas) as the City's representative may designate.

No later than the end of the fifth (5th) calendar day following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this five (5) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Section 3. Suspension Pending Investigation. If any member is relieved of duty pending investigation, he shall continue on the payroll until returned to duty, suspended or given disciplinary action.

Section 4. Verbal Reprimand. The procedures outlined above shall be applicable in all disciplinary proceedings, except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 5. Past Infraction. In imposing any discipline on a current charge, the City will not base its decision upon any prior infractions of City or departmental rules or regulations which occurred more than twenty-four (24) months previously unless directly related to the current charge.

ARTICLE XII - MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees.

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his/her correct mailing address and of his/her telephone number.

Section 2. Resignation. Any employee covered hereby who desires to resign must present his or her resignation in writing to the City. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective.

Section 3. Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered herein and it supersedes any previous agreement, verbal or written, between the City and any employees covered hereby.

Section 4. Waiver Clause. 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 City and 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 referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even

though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5. Savings Clause. This Agreement and the various parts, sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause is adjudged void, unconstitutional or invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared unconstitutional or invalid, and the parties shall meet to negotiate replacement language of the affected articles and/or sentences.

Section 6. Work Rules. The Union agrees that the presently established rules, regulations, policies and procedures as outlined in the executive orders and policies, Department Rules and Regulations shall remain in effect and the employees agree to abide by such rules, regulations, policies and procedures and any amendments thereto.

Section 7. Uniforms and Equipment. The City shall provide such uniforms and equipment as the City shall determine are necessary subject to the reasonable rules for the use, preservation and care of such uniforms and equipment. The City shall continue to provide cleaning of provided uniforms.

ARTICLE XIII - SAFETY AND EDUCATION

Section 1. Health and Safety Measures. The City and Union will cooperate in the continuing objective to eliminate accidents and safety hazards by establishing a safety committee

as provided herein.

Section 2. Safety Committee. A safety committee shall be established and will consist of one (1) full-time police officer, the Police Chief or his designee and a member of the City Council. The police officer will serve without pay. The committee shall study and make recommendations on matters affecting the health and safety of employees.

Section 3. Ammunition and Weapons. The City shall provide ammunition to all employees for practice and qualifying shoots scheduled by the City. Shotguns and carrying cases shall be provided for patrol cars. The City will maintain and replace sidearms owned by it. Employee-owned sidearms will be repaired or replaced by the City for duty-related loss or damage not caused by the employee's negligence.

Section 4. Qualification of Guns. Quarterly qualifications may be required for service pistols. All other weapons shall be fired at least semi-annually. All qualifications shall be at an approved course or approved pistol range.

Section 5. Training and Educational Seminars. The City may from time to time authorize employees to attend training and educational seminars. Full-time employees will be afforded a first opportunity to attend authorized seminars before the opportunity is given to part-time personnel. Full-time personnel who are authorized to attend a training or educational seminar during a leave day will be compensated at the employee's straight time hourly rate for the classroom time only. Full-time personnel who are authorized to attend a training or educational

seminar during a scheduled duty day will receive eight (8) hours of straight time pay or the combination of straight time pay for time in attendance at the seminar plus straight time pay for actual hours worked, whichever is greater, provided:

(a) The employee receives advance instruction from the Chief as to the employee's expected hours of attendance at the seminar and hours of work, if any, and

(b) The employee promptly, and without delay, reports for duty following the training or educational seminar, if the employee is scheduled by the Chief to report for work following the seminar.

Section 6. Safety Vest Allowance. Once during the employment of an employee, the City will provide a \$150 purchase allowance for the purchase of a Second Chance brand name protective vest. The purchasing employee shall provide the City with written proof of purchase. If the employee should leave the City's employ after less than three years he/she will reimburse the City for this allowance. Reimbursement will be through a payroll deduction from the employee's last paycheck. Employees who receive a purchase allowance under this provision shall be required, as a condition of employment, to wear the vest while on duty.

ARTICLE XIV - HOLIDAYS

All full-time employees on the seniority list will be paid at their straight-time hourly rate for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, one-half day

before Christmas, Christmas Day, one-half day before New Years.

In the event an employee works a majority of his or her scheduled hours on any such holiday, he/she shall be paid for hours worked at one and one-half times his/her normal hourly rate in addition to being paid for said holiday. On a half day holiday one-half of the hours worked, not to exceed four (4) hours, shall be paid at the rate of one and one-half times the normal hourly rate of the employee plus holiday pay. Employees must work the scheduled day prior to and the scheduled day following the holiday or be on an approved off-duty in order to qualify for holiday pay.

ARTICLE XV - JURY DUTY

The City agrees to pay any full-time employee who serves as a juror in either a circuit court or federal district court for each day of jury service for which he otherwise would have worked the difference between his earnings as a juror and his straight time hourly earnings. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

ARTICLE XVI - OTHER LEAVE

Section 1. Bereavement Leave. Up to three (3) days leave will be provided when a death occurs in the immediate

family of a full-time employee, subject to the Mayor's approval. An employee who is absent from work to attend the funeral shall be paid his current hourly rate for the time lost from his regularly scheduled work shift by reason of such funeral provided the employee attends the funeral. The immediate family consists of spouse, parents, children, grandparents, grandchildren, brother, sister, mother-in-law, and father-in-law.

Section 2. Personal Leave Days. Each full-time non-probationary employee shall receive two (2) personal leave days per year. Personal leave days must be taken in the year accrued and shall not accumulate. Personal leave days not taken shall be forfeited. An employee shall obtain prior approval from the Chief of Police or his designee before taking a personal leave day.

Section 3. Sick Leave. All full-time employees shall be entitled to twelve (12) days sick leave per year. Sick leave shall be used for the personal illness of the employee or illness in the employee's immediate family. "Immediate family" is limited to the employee's spouse, children and parents. Sick leave shall not accumulate beyond the maximum of one hundred and twenty (120) workdays. The City reserves the right to request proof of illness. Sick leave shall accumulate at the rate of one (1) day per month.

Sick leave benefits may not be taken in units of less than one-half (1/2) day.

An employee who is ill or injured and who expects to be off work must notify the police department as promptly as prac-

licable under the circumstances, but in any event, no later than one (1) hour prior to the beginning of a shift on the date of absence from work. Failure to notify may result in denial of a claim for paid time off credit.

An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if he/she leaves before the completion of the first half of his/her scheduled shift and one-half (1/2) day if he/she leaves after the completion of the first half of his/her scheduled shift.

No sick leave with pay will be granted to a probationary employee. After completion of twelve (12) months of employment, the probationary period, each full-time employee shall be credited with twelve (12) days of sick leave and will thereafter accumulate sick leave as previously set forth herein.

Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

Section 4. Mental and Physical Examination. Physical and mental examinations may be required of all employees of the Employer, such examination shall be made by an expert chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer prior to the return from absence due to illness or injury. Examinations shall be at the expense of the Employer.

If an employee is on any prescription drugs, the employee will be required to present a medical certificate from the

prescribing physician showing the nature of the drug(s) and certifying that its consumption will not impair the employee's ability to perform the duties of his/her position.

ARTICLE XVII - VACATIONS

Section 1. Vacation Schedule. Summer vacation schedule shall be completed and posted by the first day of March each year. Winter vacation schedules shall be completed and posted by the first day of July each year. The selection for vacation will be governed as follows:

(a) The Chief of Police or his representative, shall post an order prior to February 1, stating when officers shall be called in for summer vacation selections and June 1, for winter vacation selections.

(b) If choices are not ready when contacted, that officer's choice will be forfeited.

(c) Seniority will be the principal factor in determining vacation leave.

(d) After vacations are listed, they may not be changed without the consent of the Chief of Police or his designee.

Section 2. Computation of Benefits. The maximum amount of vacation earned per year for each regular full-time employee shall be as follows:

<u>Years of Continuous Service Completed</u>	<u>Vacation Allowance</u>
After one year	5 days
After two years	10 days
After five years	15 days
After fifteen years	20 days
After twenty-five years	25 days

Employees may select their vacation in blocks no greater than ten (10) workdays. Individual vacation days may be taken with the prior approval of the Chief of Police or his designee.

Section 3. Use of Vacation Leave for Sickness or Injury.

Absence on account of sickness, injury, or disability in excess of that provided for in this Agreement for such purposes, may, at the request of the employee and with the consent of the City, be charged against the employee's accrued vacation leave allowance.

Section 4. Pay Advance.

If a regular payday falls during an employee's vacation and he is to be on vacation for one (1) week or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request of the City Treasurer for his check one (1) week before leaving, if he desires to receive it in advance.

Section 5. Accumulation of Vacation.

Upon termination of employment, an employee who has at least one (1) year of full-time service shall be paid for accumulated vacation days only when he has given two (2) weeks notice in writing of his intention to leave the employ of the City. Vacation time not taken within twelve (12) months after it is earned shall be forfeited, however, an employee may carry over five (5) accumulated vacation days from the year in which earned to the next year. An employee may not accumulate carry over vacation leave and unless used in the year immediately following the year in which earned, said five (5) days accumulated vacation leave shall be forfeited as previously provided herein.

ARTICLE XVIII - INSURANCE

Section 1. Hospital and Medical Insurance. All regular, full-time employees of the City are eligible for Blue Cross/Blue Shield group hospital, medical and surgical insurance coverage as provided by the MVF-1 Plan. These coverages are available for the employees and their dependents. The City will pay the full family coverage premium for the employee, spouse and children. The City reserves the right to substitute another carrier for this coverage provided that the benefits are equivalent.

An employee who has hospitalization coverage on a spouse's policy may choose to remain so covered or may choose to avail himself or herself of coverage provided by the City. In no event may the employee have coverage under more than one (1) policy. The employee must notify the City in writing if he/she wishes to remain on a spouse's policy. No cash allowance will be made in lieu of insurance coverage.

Section 2. Life Insurance. The City shall pay the total cost of a group life and accidental death and dismemberment insurance policy for each full-time employee of not less than Ten Thousand (\$10,000) Dollars during the period in which the employee is actually employed with the City. Effective March 1, 1985, the City shall pay the total cost of a group life and accidental death and dismemberment insurance policy for each full-time employee of not less than Fifteen Thousand (\$15,000) Dollars during the period in which the employee is actually employed with the City.

Section 3. False Arrest Insurance. The City will

continue to provide false arrest insurance in accordance with its policy number 05579 with the Atlanta International Insurance Company. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent.

Section 4. Workers' Compensation. The City, in accordance with state law, provides workers' compensation if an employee is injured in the course of employment. If any on-the-job injury occurs, it must immediately be reported to the City for appropriate action.

ARTICLE XIX - WAGES

Section 1. Classification and Rates. The following shall constitute a schedule of classification and rates for all employees subject to the terms of this Agreement.

<u>Classification</u>	<u>Effective Date of Salary Rate*</u>	<u>Hourly Salary Rate</u>	<u>Annual Salary Rate</u>
Probationary Patrolman	03/15/88	\$8.82	\$18,341.86
	03/15/89	9.08	18,892.12
Patrolman (after first year from hiring date)	03/15/88	\$9.32	\$19,385.60
	03/15/89	9.59	19,947.20
Sergeant	03/15/88	\$9.64	\$20,042.57
	03/15/89	9.93	20,643.85

*Wage rates are effective the first full payroll period after the effective date of wage rates.

Section 2. Transportation Allowance. The City shall furnish transportation whenever required for official business. In the event private cars are driven on official business, mileage is allowed at the rate of \$.20 per mile.

ARTICLE XX - LONGEVITY

Effective January 1, 1985, the following longevity plan will be applied to bargaining unit members:

Employees who have been employed by the Police Department for a period of three (3) continuous years in a permanent, full-time classification, shall be eligible to receive longevity pay on or about December 15th based upon the following schedule:

After three years of continuous service -----	\$100.00
After five years of continuous service -----	\$150.00
After seven years of continuous service -----	\$200.00
After eleven years of continuous service -----	\$250.00
After fifteen years of continuous service -----	\$300.00

Eligibility is determined whereby an employee's anniversary date must fall on or before December 15th the year the longevity is to be paid. An employee must be on the active payroll of the City on the date the longevity payment is due. Termination of employment prior to December 15th shall preclude payment and there will be no proration of benefit.

ARTICLE XXI - AGREEMENT RATIFICATION,
TERMINATION AND MODIFICATION

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this article.

Section 1. Ratification. The City and negotiating committee shall submit and recommend to the City Council that

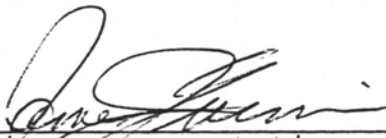
they ratify this Agreement only after the Union submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the City receives from the Union, written notification thereof.

Section 2. Effective and Termination Dates. This Agreement shall become effective March 15, 1988, and shall continue in full force and effect until March 15, 1990 and for successive annual periods thereafter, unless, not more than ninety (90) days, but at least sixty (60) days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification; and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

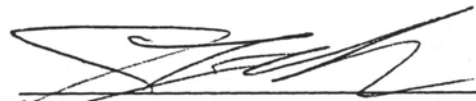
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 26th day of APRIL, 1988.

LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

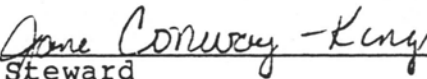
CITY OF PERRY




Union Representative



Mayor



Steward



City Clerk