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A G R E E M E N T

between

CITY OF PETOSKEY, MICHIGAN

and

MICHIGAN FRATERNAL ORDER OF POLICE
LABOR COUNCIL

Petoskey City of

January 1, 1986 - December 31, ~~1989~~ ¹⁹⁸⁸ *CM*

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A G R E E M E N T

AN AGREEMENT, made this _____ day of _____, 1986, effective January 1, 1986, by and between the CITY OF PETOSKEY, hereinafter referred to as the "Employer" and the MICHIGAN FRATERNAL ORDER OF POLICE, LABOR COUNCIL, hereinafter referred to as the "Labor Council" or "Union."

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Labor Council as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those employees employed in the Police Department in the following described unit:

All Police Officers employed by the City of Petoskey in its Police Department BUT EXCLUDING all sergeants, detectives, captains and Chief, and all other supervisory employees.

UNION SECURITY

Section 2.1. Agency Shop. All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, upon hire or for present non-probationary employees within thirty (30) days following the effective date of this Agreement, maintain membership in the Labor Council or pay a service fee as established by the Labor Council, but such fee shall not exceed the dues for membership.

Section 2.2. Payroll Deduction. The Employer agrees to deduct from the pay of each employee the amount of Labor Council dues or Agency fees required under this Agreement and remit the same to the authorized agent of the Labor Council, provided that the Employer first receives written authorization from such employee for such deduction. The Employer will only make such deduction if the employee has sufficient pay to cover such deduction.

Section 2.3. Indemnification. The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made. The Labor Council agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Labor Council dues or Agency fees.

REPRESENTATION

Section 3.1. Steward. The Employer agrees to recognize a steward selected by the Labor Council from members of the collective bargaining unit, provided: (1) that the steward is a non-probationary employee, and (2) that the City has received written notification from the Union as to the name of the steward selected. The duties of the steward shall be to represent employees in

accordance with the grievance procedure established in this Agreement and to receive and transmit official communication between the Labor Council and the Employer. An alternate may be selected by the Labor Council who shall serve only in the absence of the steward.

Section 3.2. Union Access. A non-employee Union representative may consult with employees in the assembly area before the start of each work shift or after the end thereof. Before entering the assembly area, notification shall be given to the Chief of Police or his designee.

Section 3.3. Lost Time. The Employer agrees to compensate the steward for all reasonable time lost from the employee's regular schedule of work while processing a grievance in accordance with the grievance procedure or while attending a special conference or negotiations with Employer representatives. The Employer reserves the right to revoke this benefit in whole or in part if it is abused.

RESERVED RIGHTS

Section 4.1. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. 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 to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any

specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. A grievance shall be a complaint by an employee concerning the application and interpretation of this written Agreement.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. An employee with a complaint shall discuss the matter with the officer in charge or the Chief. If requested, an employee may have his steward present. If the complaint is not satisfactorily settled, the employee shall reduce the complaint to writing on the grievance form by listing the sections of the Agreement alleged to have been violated, sign the grievance and submit it to the Chief within seven (7) days from the events which caused the complaint. The Chief shall place his answer on the grievance form and return it to the employee within seven (7) days after receipt.

Step 2. If the employee is not satisfied with the Chief's answer, he may appeal the decision by submitting the written grievance to the City Manager within five (5) days. The employee and the steward shall discuss the grievance with designated representatives of the City Manager within five (5) days. The City Manager shall place his answer on the grievance and return it to the steward within fourteen (14) days after its receipt.

Step 3. The Union may appeal the Employer's decision to arbitration on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within twenty (20) days after receipt of the City Manager's answer.

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

Section 5.4. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator

shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining units, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator on a grievance involving a continuing violation shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.5. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union fails to follow the time limits, the grievance shall be considered settled. If the City fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon written notice. The time limits may be extended by mutual agreement of the parties in writing.

PROHIBITION

Section 6.1. No Strike. During the term of this Agreement or any extensions thereof, the Union agrees that there will be no strikes, sit-downs, slowdowns, stoppages of work, boycotts, picketing of City property or equipment, or any other interference with the normal operations of the City, nor will there be any observation of or refusal to cross any picket line which may be established at or near the City's property or equipment whether said picket line has been established by the Union or by any other organization.

Section 6.2. Breach. If a strike or other action occurs as prohibited in Section 6.1 of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the City shall have the authority to discharge or discipline any employee who is engaged in a strike or other prohibited conduct as set forth in Section 6.1 of this Agreement.

Section 6.3. No Lockout. During the term of this Agreement or any extensions thereof, the City agrees that there will be no lockouts, except that this provision shall not apply in the event a strike or other action occurs as prohibited in Section 6.1 of this Agreement.

SENIORITY

Section 7.1 Seniority Definition. Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 7.2 Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement.

Section 7.3 Seniority List. The Employer shall maintain a roster of employees arranged according to seniority by classification and seniority date and shall furnish a copy to the Union the first month of each year or as soon thereafter as is practicable.

Section 7.4 Loss of Seniority. An employee shall lose his seniority if:

- (a) He resigns or quits;
- (b) He is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;
- (c) He retires;
- (d) He has been laid off for a period equal to his seniority at the time of his layoff or two (2) years, whichever is lesser; or
- (e) He is absent from work including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without written notice given the Employer or his designee, coupled with the Employer's written permission.

Section 7.5 Layoff and Recall.

(a) The first employee to be laid off shall be the probationary employee and thereafter the employee with the least seniority in the classification, provided however, the employees with the greater seniority have the experience, qualifications and present ability to perform the required work.

(b) Recall to work following a layoff shall be in order of seniority in the classification, provided that the employee has the experience, qualifications and present ability to perform the required work.

(c) The City agrees to provide fourteen (14) calendar days' advance notice of a layoff if reasonably possible.

Section 7.6. Educational Opportunities. Seniority will be given consideration in educational opportunities available, but final determination will be at the discretion of the Chief.

HOURS OF WORK

Section 8.1. Tour of Duty. A tour of duty shall average two (2) bi-weekly work periods of eighty (80) hours each within a twenty-eight (28) day cycle; however, this shall not be considered as a guarantee of work. Work schedules shall be established by the Employer and posted in advance. Work schedules may be changed by the Employer when required by operating conditions.

Section 8.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer.

Section 8.3. Premium Pay. Time and one-half (1-1/2) of an employee's regular straight time hourly rate shall be paid for:

- (a) All work performed in excess of eight (8) hours per day, excluding briefing periods not in excess of fifteen (15) minutes and training time in excess of an accumulated twenty-five (25) hours of training during the calendar year.
- (b) All work performed by an employee when called to duty on his day off or called back to work after having completed his regularly scheduled shift for the day or work on recognized holidays.
- (c) There shall be no pyramiding or duplication of overtime or premium pay.

Section 8.4. Call-In. Officers who are called back for emergency duty or must report back outside normal duty schedule for Court appearance or depositions will be paid a minimum of two (2) hours' pay at the rate of time and one-half (1-1/2) of normal rate.

Section 8.5. Hourly Rate. An employee's regular straight time hourly rate shall be determined by dividing his annual salary set forth in Appendix "A" by 2080 hours.

Section 8.6. Wages. Attached hereto and incorporated herein is Appendix "A," Classifications and Wage Rates.

Section 8.7. Compensatory Time. In lieu of premium pay, upon request by an employee and approved by the Chief, the employee may be allowed time off with pay at his regular straight time hourly rate of one and one-half (1-1/2) hours for each hour of overtime worked. Any time off shall be taken at a time mutually agreed upon by the Employer and the employee. An employee cannot accumulate more than fifty (50) hours of compensatory time and upon reaching fifty (50) hours, the employee may be requested to take time off as directed by the Chief.

Section 8.8. Training. An employee may be required to attend without pay training sessions in Petoskey or immediate environs called by the Chief of Police outside of scheduled duty hours for purposes of improving the professional standards of the Department, up to twenty-five (25) hours (excluding travel time) in any calendar year. "Immediate environs" shall be a distance to include 75 road miles one way during the day and 30 road miles one way at night.

Training sessions beyond twenty-five (25) hours per year called by the Chief of Police and held outside an officer's regular duty scheduled time shall be compensated either by pay at the rate of time and one-half (1-1/2) or by compensatory time off at the rate of time and one-half (1-1/2) in the same manner as hereinabove provided. The Department may require attendance at schools, seminars or training programs outside the immediate Petoskey area for Police Officers from time to time for which the City shall reimburse officers in accordance with standard City policy for travel reimbursements. Officers will receive their normal pay while participating in out-of-town training programs. Should out-of-town training fall during a day off, officers shall receive eight (8) hours' straight-time pay for that day.

LEAVES OF ABSENCE

Section 9.1. Seniority Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.2. Personal Leave. An employee may be granted a personal leave of absence without pay upon approval of the Employer. A request for a leave of absence shall be in writing stating the reason for such leave. During leaves of absence in excess of thirty (30) days, the employee shall be responsible for his insurance premiums. All leaves of absence, not otherwise specifically provided herein, shall be considered a personal leave of absence.

Section 9.3. Paid Sick Leave. Employees shall earn one (1) day of sick leave with pay for each month of active service except that no sick leave days may be taken by a new employee during the first six (6) months of his employment. Upon completion of his first six (6) months of employment, an employee shall be credited with six (6) days of sick leave with pay and will accumulate further paid sick leave at the rate of one (1) day for each full month of employment. An employee who uses less than three (3) days of sick leave in any calendar year shall have one (1) additional day of sick leave credited to his bank.

Section 9.4. Paid Sick Leave Accumulation. Sick leave may be accumulated up to one hundred (100) days. Sick leave is a benefit solely for the purpose of protecting an employee's income during a period of illness, and, therefore it is not intended as an alternative source of cash compensation. No unused sick leave will be paid at separation of employment for any reason.

Section 9.5. Use of Sick Leave. Accumulated sick leave may be taken when the employee is prevented from working due to sickness, accident or exposure to contagious disease. Substantiation of illness, accident or exposure to contagious disease by reasonable proof satisfactory to the Employer may be required by the Employer.

(a) Sickness. Charges against sick leave accumulation shall be in whole day increments except that absences of less than three (3) hours from a shift shall not be charged against sick leave.

(b) Personal Days. Employees may take two (2) personal days off per calendar year. Personal days shall be requested in writing, and approval shall be subject to personnel needs of the department.

Section 9.6. Extended Medical Leave. Extended medical leave shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than twelve (12) months or the length of his seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

Section 9.7. Worker's Compensation. In the event an officer sustains an injury compensable by worker's compensation, the City will supplement worker's compensation payments to provide normal or usual pay for six (6) months. After six (6) months, the City will make up the difference between worker's compensation payments and normal pay during period of disability and charge one-half (1/2) day accumulated sick leave time for each such day the officer receives worker's compensation benefits, until exhaustion of the officer's accumulated sick leave. Thereafter, officers shall receive only worker's compensation benefits.

HOLIDAYS

Section 10.1. Holidays. The following days shall be recognized holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter	December 24
Memorial Day	Christmas Day
Independence Day	

Section 10.2. Holiday Pay Eligibility. In order to be eligible for holiday pay, an employee must have worked his last regularly scheduled work day immediately before and immediately after the holiday unless such employee is off duty due to approved vacation, personal day, funeral leave, or sickness for which he has been compensated by his accumulated sick leave day. An employee must be employed at least ninety (90) days to be eligible to receive any holiday pay.

Section 10.3. Holiday Pay. Each eligible employee shall receive eight (8) hours at his regular straight-time hourly rate for each recognized holiday. In addition to holiday pay, time and one-half (1-1/2) shall be paid for the first eight (8) hours of work on the holiday and two and one-half (2-1/2) shall be paid for all work in excess of eight (8) hours of work on the holiday.

VACATIONS

Section 11.1. Vacation Benefits. The schedule of vacations for years of service is as follows:

1 year of service:	5 days and 40 hours of pay
2 years of service:	10 days and 80 hours of pay
7 years of service:	15 days and 120 hours of pay
12 years of service:	20 days and 160 hours of pay

Section 11.2. Vacation Pay. Vacation pay shall be at the employee's regular rate at the time of eligibility. Eligibility shall occur on the employee's anniversary date of hire. An employee who works less than 1800 hours during his anniversary year shall receive vacation leave and pay based on a pro rata formula on the basis of his hours actually worked. For purposes of vacation eligibility, time off from duty for paid vacation and paid sick leave shall be considered as hours worked.

Section 11.3. Vacation Scheduling. The administration shall post a vacation schedule on January 1 of each year listing employees' names, seniority, rank, and employment anniversary dates. Vacations shall be granted as follows:

- (a) Vacation leave requests must be posted between January 1 and March 1 of each year.
- (b) Vacation time preference shall be granted according to employment seniority.
- (c) An employee who fails to post his or her vacation time preference by March 1 of each year shall lose the right to exercise seniority privilege for that year, and all requests after March 1 shall be granted on a first-request basis.
- (d) Vacation time eligibility shall be computed on an employment anniversary basis.
- (e) Employees may split their accrued vacation leave, but seniority privilege shall apply only to one (1) period of the split vacation.
- (f) No more than one employee, including non-bargaining unit employees, shall be permitted vacation leave at any one time.
- (g) During the months of June, July, and August, unless otherwise approved by the Chief, only a two (2) week maximum vacation period shall be permitted for any one employee.

UNIFORMS AND EQUIPMENT

Section 12.1. Uniforms. The City shall continue to provide uniforms for employees and shall continue to pay cleaning bills for those uniforms on a monthly basis in accordance with Rules established by the City. Shoes worn with uniforms shall be of a style, color and pattern approved by the Chief. The Employer will pay one-half (1/2) of the cost of safety shoes.

Section 12.2. Ownership of Property. All uniforms, pistols, and equipment furnished by the City shall remain the property of the City and shall be delivered to the City upon an employee's retirement or the termination of his employment.

Section 12.3. Safety Glasses. Officers who normally wear eyeglasses on duty shall be required to wear safety glasses. The City will pay one-half the cost of required glasses (lens and/or frame), but officers shall pay the cost of the examination.

PHYSICAL REQUIREMENTS

Section 13.1. Physical Fitness.

(a) As physical fitness and conditioning are particularly important in law enforcement, officers, as a condition for continued employment, may be required to undergo physical examination on a yearly basis. Exams will be by City physicians at City expense. Officers shall be required to meet physical requirements reasonably related to the ability to meet the physical demands of all police duties.

(b) Medical Examination. The Employer reserves the right to suspend or discharge employees who are not medically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, the employee may, at his own expense, obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the employee shall give the employee a physical examination. The fee charged by the third doctor shall be shared by the Employer and employee and his findings shall be binding on the employee, Employer, and the Union. The Employer shall attempt, but shall not be bound, to place the employee in another position with the City, provided that the employee meets the qualifications for such position as may be available, and is physically and mentally able to perform such job.

DISCIPLINARY PROCEDURE

Section 14.1. Just Cause. The Employer agrees that all discipline shall be for just cause. Minor offenses, those punishable by oral or written reprimand, shall be treated with progressive discipline so that an officer will have the opportunity to correct his conduct. However, the Union acknowledges that law enforcement officers have a public duty to conduct themselves in a manner that will not bring discredit upon the City or Department. Major offenses shall be defined as any violation of any Department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses shall be given in writing stating the infractions. Disciplinary actions shall be administered uniformly. Disciplinary action shall be removed from an employee's personnel file after a period of two (2) years provided that the employee maintains an infraction-free record during such two (2) year period.

Any employee who is to receive a disciplinary suspension or discharge may have his steward present.

Section 14.2. Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on behalf of himself and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service or Veterans' Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

INSURANCES

Section 15.1. Medical and Hospitalization Insurance. The City shall pay the full cost of health insurance premiums for employee and dependents for present health insurance plan or equivalent. A retiring officer may keep his health insurance plan in effect as part of the City Insurance Group provided that he pays the entire cost of it after his retirement.

The City will provide and pay full cost of Blue Cross - Blue Shield Comprehensive Basic Dental coverage, 50-50 co-pay with \$800 maximum or equivalent benefit for employee and family.

Section 15.2. Life Insurance. A term life insurance in the face amount of twelve thousand five hundred dollars (\$12,500) shall be provided by the Employer for each employee. The terms and conditions of the insurance shall be specified in the policy.

Section 15.3. Continuation of Insurance Payments. The Employer shall continue insurance premiums for the employee to the end of the month and for the first succeeding month in which the employee is laid off. Insurance premiums shall continue for the first six (6) months if the employee is receiving Worker's Compensation. Insurance payments shall continue if an employee is receiving paid sick leave. Any combination of insurance beyond what is provided in this Agreement shall be at the employee's own expense.

RETIREMENT

Section 16:1.

(a) Pension Plan. The Employer will continue to provide the MERS C-1 pension program for all employees with all contributions on or after January 1, 1982 paid by the City. Effective July 1, 1986, the C-1 pension program will be improved to the C-2 pension program (B-1 base). Effective January 1, 1988, all participants shall contribute one percent (1%) gross wages into the pension plan.

(b) Deferred Compensation. The City shall offer those employees who request it the opportunity to participate in the International City Management Association's Retirement Corporation, a deferred compensation program for municipal employees permitting employees to defer a portion of their salary. Contributions shall be made only by the employee.

MISCELLANEOUS

Section 17.1. Residency. All employees covered by the Agreement on the effective date of this Agreement, shall be required to have private telephone service (not a party line) at their residence and shall maintain their residences either within the corporate limits of the City of Petoskey or within five (5) miles from the City's corporate limits as such distance is measured along an all-weather highway route. As of January 1, 1985, all employees covered by the Agreement on the effective date of this Agreement, when establishing a new residence shall be required to maintain their residences within the corporate limits of the City of Petoskey or within two (2) miles from the City's corporate limits as such distance is measured along an all-weather route. Any person who is hired on or after January 1, 1985 and becomes a member of this bargaining unit, shall be required to maintain his or her residence within the corporate limits of the City of Petoskey.

Section 17.2. Rules and Regulations. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be posted for five (5) days for inspection and reviewed by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

Section 17.3. Educational Benefit. Officers desiring to improve their educational qualifications by attending classes at North Central Michigan College, Petoskey, Michigan, during their off-duty hours shall be reimbursed one-half (1/2) of their tuition cost upon satisfactory completion of courses which have been approved in advance by the Chief of Police as having appropriate relevance to the field of professional police work. Examples of the types of courses which might be favorably designated include psychology, one (1) semester of typing, English and public speaking, and examples of courses which would probably not be favorably considered under this Section are manual arts and electronics.

Section 17.4. Jury Duty Leave. An employee summoned by the Court to serve as a juror shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as a juror when the employee would have otherwise worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, including mileage, up to a maximum of thirty (30) days per year.

Section 17.5. Funeral Leave. Members of the bargaining unit shall receive up to and including five (5) days with regular pay but exclusive of holiday or overtime pay to attend the funeral of such member's spouse or child or to attend the out-of-state funeral of parent, brother, sister, mother-in-law or father-in-law. For funerals of the above, exclusive of spouse or child, held in Michigan, funeral leave shall not exceed three days.

For attendance at the funeral of a member's grandparent or grandparent-in-law, a member will receive necessary time off, with regular pay, not to exceed one day. Upon express prior approval of the Chief of Police, a member may receive up to two (2) hours' time off with pay to attend a local funeral of a relative or close friend.

Section 17.6. Military Leave. The re-employment rights of employees who have served in the military services of the United States shall be in accordance with the Universal Selective Service and Training Act.

Section 17.7. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 17.8. Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 17.9. Separability. In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the remaining provisions.

Section 17.10. Waiver. 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 claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

DURATION

Section 18.1. Term of Agreement. This Agreement shall remain in full force and effect until midnight, ~~December 31, 1989~~ ¹⁹⁸⁸. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at

least ninety (90) days prior to the termination date above that modification or termination is desired.

MICHIGAN FRATERNAL ORDER OF
POLICE, LABOR COUNCIL

CITY OF PETOSKEY

Arnold Boulton

Joseph P. Clark
F.O.P. Field Rep.

George Deussen

Richard Helwig

APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

The following wage rates shall be effective the first full pay period on or after the date indicated. Retroactivity of wages shall be applicable to only those employees on the active payroll as of April 2, 1986.

<u>Classification</u>	<u>1/1/86</u>	<u>1/1/87</u>	<u>1/1/88</u>
GRADE I: Probationary Police Officer	\$19,986.12	\$20,685.63	\$21,513.06
GRADE II: Police Officer Third Class - effective after one year of employment	20,928.65	21,661.15	22,527.60
GRADE III: Police Officer Second Class - effective at end of 24 months	21,916.60	22,683.68	23,591.03
GRADE IV: Police Officer First Class - effective at end of 36 months	23,790.30	24,622.96	25,607.88

The City reserves the right to evaluate prior experience, age, education and training of any applicants for police positions and may, at the discretion of the City Manager, hire new police applicants at grades other than that of Grade I - Probationary Police Officer, but exclusive of Grade IV - Police Officer First Class.