

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
September 26, 2016
7:00 P.M.**

- 1. MEETING CALLED TO ORDER:** Mayor Boyce A. Judkins
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES:** Regular meeting minutes from September 12, 2016.
- 6. COMMUNICATIONS:**
 - a. None.
- 7. APPROVAL OF WARRANT:** Approval of Warrant #16-21 in the amount of \$82,705.17.
- 8. BRIEF PUBLIC COMMENT**
- 9. UNFINISHED BUSINESS:**
 - a. None.
- 10. NEW BUSINESS:**
 - a. **RESOLUTION 16-54: Approval of POLC Union Contract.**
 - b. **RESOLUTION 16-56: Planning Commission – Chief Administrative Appointment.**
 - c. **Official Ballot for MML Liability & Property Pool Board of Directors.**
 - d. **Set Halloween hours in the City of Mt Morris – October 31, 2016 from 6pm-8pm.**
- 11. BRIEF PUBLIC COMMENT**
- 12. COUNCIL MEMBER AND STAFF COMMENTS**
- 13. ADJOURNMENT**

Per Rules of Order of the Mt. Morris City Council 3.11 (c) Persons addressing the Council shall limit their comments to not more than 5 minutes or other time set by the Chair. The Clerk will maintain the official time and notify the speakers when their time is up.

PLEASE TURN OFF ALL CELL PHONES AND OTHER ELECTRONIC DEVICES PRIOR TO THE MEETING.

Pam Vogt – 11976 Howell – Discussed attorney fees for residence that contact the City Attorney.

John Vance – 565 Helen St. – Discussed using peg fees to build a studio, and equipment for the schools media department.

COUNCIL MEMBER AND STAFF COMMENTS:

Council member Young stated that just because a topic is not talked about, does not mean that it is not being worked on. Asked for the status of rental inspections. Interim City Manager/Treasurer Vicki Fishell let Council member Young know that the software trainer will be out again next week, and letters are ready to be sent out by month end.

Fire Chief Vogt apologized for the noise from the Fire Department, the new equipment has arrived and is being set up. Discussed the fire on Washington, and asked everyone the take a second to remember events of 9-11 that took place 15 years ago yesterday.

City Attorney Charles Forrest discussed meeting with ROWE addressing easement issues, and attorney fees.

Mayor Judkins discussed tree trimming completed by Davey’s tree service that were contracted by Consumers Energy, and the way they are leaving the trees. Council member Davis stated that residence do not have to let the tree service cut the trees like that. Mayor Judkins discussed Code Enforcement issues, and let everyone know that Chief Vogt was working on getting more Code Enforcement information on the City’s website. Thanked the Police, and Fire Department, honored everyone in the field, and stated they make for a strong America.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **7:59 p.m.**

INVOICE APPROVAL LIST BY FUND REPORT

Warrant#16-21

Date: 09/21/2016

Time: 4:49 pm

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General							
Dept: 000.000							
101-000.000-066.000	UNDISTRIBL						
	BLUE CARE NETWORK	162540055263	October Health Ins Premium	0	09/21/2016	09/21/2016	7,496.61
	HUMANA INSURANCE COMF	182087510	October Vision/Dental	0	09/21/2016	09/21/2016	1,122.62
	UNUM LIFE INSURANCE CO.	0150244-001 5	October Life & Disability Ins.	0	09/21/2016	09/21/2016	750.18
							9,369.41
							9,369.41
Total Dept. 000000:							9,369.41
Dept: 215.000 ADMINISTRATION							
101-215.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CT		Supplies	0	09/21/2016	09/21/2016	10.52
	PURCHASE POWER		Finance Charge	0	09/21/2016	09/21/2016	10.88
							21.40
101-215.000-850.000	COMMUNIC,						
	COMCAST	45465249	Monthly Charges	0	09/21/2016	09/21/2016	124.17
							124.17
101-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	162540055263	October Health Ins Premium	0	09/21/2016	09/21/2016	5,199.43
	GENESEE COUNTY TREASL	CON 4274	August LINA	0	09/21/2016	09/21/2016	20.90
							5,220.33
101-215.000-990.000	DEBT SERV						
	US BANK EQUIPMENT FINAI	312857683	October Copier Lease	0	09/21/2016	09/21/2016	33.00
							33.00
Total Dept. ADMINISTRATION:							5,398.90
Dept: 253.000 TREASURER							
101-253.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CT		Supplies	0	09/21/2016	09/21/2016	220.57
	PURCHASE POWER		Finance Charge	0	09/21/2016	09/21/2016	10.88
							231.45
Total Dept. TREASURER:							231.45
Dept: 265.000 CITY HALL & GROU							
101-265.000-740.000	OPERATING						
	MENARDS - CLIO	22743	DPW - Supplies	0	09/21/2016	09/21/2016	3.44
							3.44
101-265.000-801.000	PROFESSIC						
	CURBCO	32549	Street Sweeping	0	09/21/2016	09/21/2016	270.00
	TAMMY'S LANDSCAPING	6747	City Properties Mowing	0	09/21/2016	09/21/2016	81.00
							351.00
101-265.000-920.000	PUBLIC UTII						
	CONSUMERS ENERGY		August Utilities	0	09/21/2016	09/21/2016	855.11
							855.11
Total Dept. CITY HALL & GROUNDS:							1,209.55
Dept: 269.000 OTHER CITY PROF							
101-269.000-801.000	PROFESSIC						
	TAMMY'S LANDSCAPING	6747	City Properties Mowing	0	09/21/2016	09/21/2016	18.00
							18.00
101-269.000-920.000	PUBLIC UTII						
	CONSUMERS ENERGY		August Utilities	0	09/21/2016	09/21/2016	36.68
							36.68

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. OTHER CITY PROPERTY:							54.68
Dept: 276.000 CEMETERY							
101-276.000-801.000	PROFESSIC TAMMY'S LANDSCAPING	6747	City Properties Mowing	0	09/21/2016	09/21/2016	578.00
							578.00
Total Dept. CEMETERY:							578.00
Dept: 305.000 POLICE DEPARTM							
101-305.000-740.000	OPERATING PURCHASE POWER		Finance Charge	0	09/21/2016	09/21/2016	10.88
							10.88
101-305.000-850.000	COMMUNIC. COMCAST	45465249	Monthly Charges	0	09/21/2016	09/21/2016	70.95
							70.95
101-305.000-955.000	NARCOTICS LAW ENFORCEMENT SYSTE	195099	Case Management File Env - PC	0	09/21/2016	09/21/2016	98.00
							98.00
Total Dept. POLICE DEPARTMENT:							179.83
Dept: 336.000 FIRE DEPARTMEN'							
101-336.000-740.000	OPERATING MENARDS - CLIO	22743	DPW - Supplies	0	09/21/2016	09/21/2016	39.98
							39.98
101-336.000-850.000	COMMUNIC. COMCAST	45465249	Monthly Charges	0	09/21/2016	09/21/2016	35.47
							35.47
101-336.000-930.000	REPAIR & M LOUIES TOWING & SERVICE	37412	FD - Towing	0	09/21/2016	09/21/2016	100.00
							100.00
Total Dept. FIRE DEPARTMENT:							175.45
Dept: 400.000 PLANNING COMMI							
101-400.000-740.000	OPERATING GENESEE COUNTY HERALC	H143937CL	Planning Commission Hearing	0	09/21/2016	09/21/2016	58.00
							58.00
Total Dept. PLANNING COMMISSION:							58.00
Dept: 441.000 PUBLIC WORKS							
101-441.000-740.000	OPERATING FAIRHAVEN AUTO PARTS	1-117530	DPW - Supplies/Parts	0	09/21/2016	09/21/2016	48.56
	FIRSTMERIT BANKCARD CT		Supplies	0	09/21/2016	09/21/2016	96.99
							145.55
101-441.000-920.000	PUBLIC UTII CONSUMERS ENERGY		August Utilities	0	09/21/2016	09/21/2016	166.36
							166.36
101-441.000-930.000	REPAIR & M FAIRHAVEN AUTO PARTS	1-117530	DPW - Supplies/Parts	0	09/21/2016	09/21/2016	58.00
	GRAINGER	9211848149	Pilot Safety Switch - DPW	0	09/21/2016	09/21/2016	157.75
	KNAPHEIDE TRUCK EQUIPM	FR18031	Truck #36 - DPW	0	09/21/2016	09/21/2016	888.84
	VIC BOND SALES	64203	DPW - Parts	0	09/21/2016	09/21/2016	73.33
							1,177.92
101-441.000-970.000	CAPITAL OU JOHN DEERE CREDIT	1739165	September Lease Payment	0	09/21/2016	09/21/2016	278.47

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							278.47
							Total Dept. PUBLIC WORKS: 1,768.30
Dept: 529.000 WEED & BRUSH CONTROL							
101-529.000-801.000	PROFESSIONAL LANDSCAPING	TAMMY'S LANDSCAPING	6748 Properties Mowing	0	09/21/2016	09/21/2016	672.00
							672.00
							Total Dept. WEED & BRUSH CONTROL: 672.00
Dept: 738.000 LIBRARY							
101-738.000-801.000	PROFESSIONAL LANDSCAPING	TAMMY'S LANDSCAPING	6747 City Properties Mowing	0	09/21/2016	09/21/2016	81.00
							81.00
101-738.000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	August Utilities	0	09/21/2016	09/21/2016	576.44
							576.44
							Total Dept. LIBRARY: 657.44
							Total Fund General: 20,353.01
Fund: 202 Major Street							
Dept: 463.000 STREET ROUTINE MAINTENANCE							
202-463.000-740.000	OPERATING	MICHIGAN PETROLEUM TECHNOLOGICAL	0656605-IN DPW - Supplies	0	09/21/2016	09/21/2016	564.82
							564.82
202-463.000-801.000	PROFESSIONAL LANDSCAPING	CURBCO	32549 Street Sweeping	0	09/21/2016	09/21/2016	2,120.00
							2,120.00
							Total Dept. STREET ROUTINE MAINTENANCE: 2,684.82
Dept: 474.000 TRAFFIC SERVICES							
202-474.000-740.000	OPERATING	ACTION MUNICIPAL SUPPLY	16882 School Advance - Sign	0	09/21/2016	09/21/2016	69.50
							69.50
							Total Dept. TRAFFIC SERVICES: 69.50
							Total Fund Major Street: 2,754.32
Fund: 203 Local Street							
Dept: 463.000 STREET ROUTINE MAINTENANCE							
203-463.000-740.000	OPERATING	MICHIGAN PETROLEUM TECHNOLOGICAL	0656605-IN DPW - Supplies	0	09/21/2016	09/21/2016	564.83
							564.83
203-463.000-801.000	PROFESSIONAL LANDSCAPING	CURBCO	32549 Street Sweeping	0	09/21/2016	09/21/2016	958.00
							958.00
							Total Dept. STREET ROUTINE MAINTENANCE: 1,522.83
							Total Fund Local Street: 1,522.83
Fund: 275 Housing Development							
Dept: 728.000 ECONOMIC DEVELOPMENT							
275-728.000-740.000	OPERATING	MARK'S PAVING, INC.	Pavement Patching	0	09/21/2016	09/21/2016	49,074.38

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							49,074.38
							al Dept. ECONOMIC DEVELOPMENT: 49,074.38
							Using Development Fund: 49,074.38
Fund: 591 Water Fund							
Dept: 215.000 ADMINISTRATION							
591-215.000-740.000	OPERATING PURCHASE POWER		Finance Charge	0	09/21/2016	09/21/2016	10.88
							10.88
591-215.000-801.000	PROFESSIC PLANTE & MORAN	1362467	Professional Services	0	09/21/2016	09/21/2016	310.00
							310.00
591-215.000-850.000	COMMUNIC. COMCAST	45465249	Monthly Charges	0	09/21/2016	09/21/2016	70.97
							70.97
591-215.000-874.000	RETIREE IN BLUE CARE NETWORK	162540055263	October Health Ins Premium	0	09/21/2016	09/21/2016	570.60
	GENESEE COUNTY TREASL	CON 4274	August LINA	0	09/21/2016	09/21/2016	10.45
							581.05
591-215.000-990.000	DEBT SERV US BANK EQUIPMENT FINAN	312857683	October Copier Lease	0	09/21/2016	09/21/2016	33.00
							33.00
							Total Dept. ADMINISTRATION: 1,005.90
Dept: 537.000 WATER DISTRIBUTION							
591-537.000-920.000	PUBLIC UTII CONSUMERS ENERGY		August Utilities	0	09/21/2016	09/21/2016	87.24
							87.24
591-537.000-930.000	REPAIR & M FAIRHAVEN AUTO PARTS	1-117530	DPW - Supplies/Parts	0	09/21/2016	09/21/2016	110.44
	JENKINS' SUNOCO SERVICE	042193	DPW - Back Hoe Labor/Repairs	0	09/21/2016	09/21/2016	113.50
	JOHN DEERE CREDIT	1160495	DPW - Parts & Service	0	09/21/2016	09/21/2016	46.14
							270.08
							Total Dept. WATER DISTRIBUTION: 357.32
Dept: 539.000 WATER REPAIR							
591-539.000-801.000	PROFESSIC WALDORF & SONS, INC.	35376	DPW - Water Main Break	0	09/21/2016	09/21/2016	3,740.00
							3,740.00
							Total Dept. WATER REPAIR: 3,740.00
							Total Fund Water Fund: 5,103.22
Fund: 592 Sewer Fund							
Dept: 215.000 ADMINISTRATION							
592-215.000-740.000	OPERATING PURCHASE POWER		Finance Charge	0	09/21/2016	09/21/2016	10.90
							10.90
592-215.000-801.000	PROFESSIC PLANTE & MORAN	1362467	Professional Services	0	09/21/2016	09/21/2016	310.00
							310.00
592-215.000-850.000	COMMUNIC.						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	COMCAST	45465249	Monthly Charges	0	09/21/2016	09/21/2016	53.22
							53.22
592-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	162540055263	October Health Ins Premium	0	09/21/2016	09/21/2016	570.60
	GENESEE COUNTY TREASL	CON 4274	August LINA	0	09/21/2016	09/21/2016	10.45
							581.05
592-215.000-990.000	DEBT SERV						
	US BANK EQUIPMENT FINA	312857683	October Copier Lease	0	09/21/2016	09/21/2016	33.00
							33.00
							Total Dept. ADMINISTRATION: 988.17
							Total Fund Sewer Fund: 988.17
Fund: 703	Current Tax Collection						
Dept: 000.000							
703-000.000-274.050	PARTIAL PA'						
	CORELOGIC TAX SERVICE		Tax Refund	0	09/21/2016	09/21/2016	665.45
							665.45
703-000.000-275.000	DUE TO TAX						
	CORELOGIC TAX SERVICE		Tax Refund	0	09/21/2016	09/21/2016	688.76
	CORELOGIC TAX SERVICE		Tax Refund	0	09/21/2016	09/21/2016	509.33
	CORELOGIC TAX SERVICE		Tax Refund	0	09/21/2016	09/21/2016	1,045.70
							2,243.79
							Total Dept. 000000: 2,909.24
							urrent Tax Collection Fund: 2,909.24
							Grand Total: 82,705.17

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

**CITY OF MT. MORRIS CITY COUNCIL
RESOLUTION NO. 16-54.**

WHEREAS, negotiations with respect to the agreement between the City of Mt. Morris and the Police Officer's Labor Council representing the police officers of the City of Mt. Morris have been completed and a tentative agreement has been reached, and;

WHEREAS the attached tentative agreement reflects the final status of said negotiations and constitutes the basis for the execution of the successor agreement for the three year period to run from July 1, 2016 to June 30, 2019, and;

WHEREAS, said tentative agreement has been reviewed by the Treasurer and the Chief of Police and has been, accordingly, executed by the Interim City Manager and;

NOW THEREFORE BE IT RESOLVED that this Council des hereby approve the terms of the said tentative agreement; does approve a collective bargaining agreement for the terms aforesaid, i.e. from July 1, 2016 to June 30, 2019; and does hereby authorize the Mayor and City Clerk to execute the said contract (which provides for retroactive pay) upon final drafting and approval by the City Attorney, the Chief of Police and the Treasurer.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a meeting held on Monday, September 26, 2016 at 7:00pm.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

AGREEMENT BETWEEN

CITY OF MT. MORRIS

and the

POLICE OFFICERS LABOR COUNCIL

JULY 1, 20132016 - JUNE 30, ~~2016~~2019



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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, ~~2013~~**2016**, between the City of Mt. Morris, hereinafter referred to as the "Employer", and the Police Officers Labor Council (P.O.L.C.), Mt. Morris City Police Department Division, 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, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular salaried employees of the Mt. Morris Police Department employed or whose positions are classified as Patrolman. The term "officer", as used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit. The term "regular" refers to full-time employees employed throughout the year who have completed the formal or informal probationary period as distinguished from seasonal, probationary and/or temporary employees.

Section 2. Aid to Other Organizations. The Employer agrees not to bargain in regard to the salaries, hours, or working conditions of members of this unit with any labor organization other than the Union for the duration of this Agreement.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. Rights. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs.

Section 2. Powers and Duties. The Employer on its own behalf and on the behalf of its electors hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan, and the United States, the City Charter, the City of Mt. Morris Ordinances, as amended, and any resolutions passed by the City elected officials. Any resolution dealing with wages, hours and working conditions of employment of the bargaining unit members shall be subject to the grievance procedure.

All rights which ordinarily vest in and are exercised by the Employer except such as are specifically relinquished with this Agreement are reserved to and remain vested in the Employer.

Section 3. Notification of Amendments. The Employer agrees to notify except in case of emergency, the Union of any amendments to the department's personnel policy and department regulations in advance of their effective date.

Section 4. Rules and Regulations. The Employer has the right to promulgate reasonable rules and regulations governing the operation of the Police Department and the conduct of employees. The Union representative and each employee shall be furnished with a copy of all

rules and regulations and amendments thereto, and the Union has the right to grieve the reasonableness of any rule or regulation.

ARTICLE 3. UNION RIGHTS

Section 1. Facilities. The Union, or any committee thereof, shall have the right to use the facilities of the Police Department without charge for Union meetings. Proper clearance for the use of the facilities shall be received prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Police Department.

Section 2. Bulletin Boards. The Employer will provide space within the Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any city-elected or administrative officials.

There shall be a bulletin board in the briefing room designated for the P.O.L.C. use in posting notices of meetings and activities.

Section 3. Personnel Files. Union members' Police Department personnel files shall be kept under the direct control of the Chief of Police.

The Employer will not allow anyone other than authorized personnel to read, view, have a copy of or in any other way peruse in whole or in part, a Union member's police personnel file or any document which may become a part of his/her file. The Employer agrees not to divulge the contents of the employee's file without a written release from the employee concerned.

A member of the Union may by right view his/her own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police. All police personnel files must be kept and maintained in a secure area.

It is understood by both parties that the City Manager may review the police files.

Section 4. Past Infractions. Past infractions may only be used in administering discipline up to a two and one-half (2 1/2) year period, and after the two and one-half (2 1/2) year period, past infractions shall not be used against any employee for disciplinary purposes; provided however, that minor violations shall only be considered for a period of one year. Minor violations shall include the following: First time disciplinary action involving attendance (absences, tardiness) and first time violations involving technical rule infractions. In no event shall disciplinary action taken for mistreatment of citizens, persons arrested or other departmental personnel, police brutality or other matters involving violence be deemed minor violations for the purposes hereof. The employee's records of past infractions may remain in the Employer's file for the period permitted by law, however, after two and one-half (2 1/2) years, or one year as the case may be, the employee's record of past infractions may not be disseminated to any prospective employer.

Section 5. Agency Shop and Dues

A. Agency Shop Membership in the Union is not compulsory. Police officers have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Likewise, there will be no discrimination against any employee because of membership in the Union or Labor Council or because of his/her duties as a member of the Bargaining Committee.

B. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is required that each employee in the bargaining unit shall pay his own way and assure his fair share of the obligation along with the grant of equal benefits contained in this Agreement by paying to the Union an amount equal to the monthly service fee of the P.O.L.C.

In accordance with the policy set forth above, all employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual fees and/or dues. For present police officers, such payments shall commence the effective date of this Agreement and for new employees the payment shall start thirty-one (31) days following the date of employment. If any provision of this Section is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be subject to negotiations.

C. Pay Roll Deduction. The Employer agrees to deduct from the pay of any employee covered by this Agreement, Union dues or service fees and up to three deductions to financial institutions, when such deduction is authorized in writing by the employee. Such union dues or service fees shall be remitted to the Treasurer of the Police Officers Labor Council.

ARTICLE 4. UNION REPRESENTATIVES

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) representatives. These representatives shall be composed of at least one (1) member of the Union and at least one (1) Labor Council member who may be designated by the Union. The Union will furnish the Employer with a written list of the Union. The Union will furnish the Employer with a written list of the Union bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary.

Section 2. Payment for Bargaining. Members of the collective bargaining committee engaged in bargaining who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time pay. The employee will be credited with the number of hours spent in negotiations as time worked during his tour of duty of that day. The Chief of Police may alter the work schedule previously posted as necessary to have members of the collective bargaining committee off duty for periods of negotiations.

Section 3. Union Steward. The Employer recognizes the right of the Union to designate a

steward and an alternate from the seniority list of the unit described in the section entitled "Agreement". Once a steward and an alternate are selected, their names will be submitted to the Chief of Police, to the Personnel Department, and to the City Manager for their information.

Section 4. Duties of Chief Steward. When requested by an employee, the Chief Steward may investigate any alleged or actual grievance and assist in its presentation. He/she may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of his/her immediate supervisor outside the bargaining unit.

When an employee presents his/her own grievance without intervention of a Chief Steward, the representative shall be given the opportunity to be present.

Section 5. Consultation. A non-employee Union representative may consult with employees in assembly areas before the start of each shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief of Police or his/her designee.

ARTICLE 5. HOURS OF WORK AND RATES OF PAY

Section 1. Workday and Workweek. A regular workday for full-time members of the bargaining unit shall consist of **six (6) twelve hour days and one eight (8) hour day** in a ~~workday~~ **two week pay period** and a ~~workweek~~ shall consist of **eighty (80) forty (40)** work hours. Unless for good cause, days off shall be scheduled at approximately weekly intervals and **days off shall be scheduled consecutively.** ~~shall be scheduled two (2) days or more together except as required to rotate days off.~~

Section 2. Rates of Pay. Hourly and annual rates of pay shall be as set forth in Appendix A.

Section 3. Overtime. All hours worked in excess of **a scheduled eight (8)** in a work day, or in excess of **eighty (80) forty (40)** hours in a work **two week pay period**, shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

It is understood that, while no employee is entitled to overtime work, the Chief may determine that overtime work is necessary and may assign overtime to members of this bargaining unit. If the Chief or his designee makes such a determination and assignment twenty-four (24) or more hours in advance, the overtime shall be considered to be scheduled overtime and shall be offered to members of this bargaining unit on a rotating patrol officers list, irrespective of seniority and excluding supervisors. It is the employee's responsibility to provide the City with a working telephone number, cell phone or pager number. The Chief or his designee is required to make only one phone call per officer to satisfy the intent of the contract. Any officer on a paid day off will be considered N/A for scheduled shift overtime and bypassed in their position of rotation for that day.

Unscheduled overtime shall be defined as any time assigned in excess of an employee's regularly scheduled work day or work week with less than twenty-four (24) hours prior notice to the employee. Unscheduled overtime, which is available within 24 hours of duty, may be assigned randomly to patrol officers by the Chief or his designee.

Section 4. Call Back. Officers called in to work at any time shall be guaranteed a minimum of

two (2) hours of work.

Section 5. Work Schedule. A shift schedule shall be posted once every thirty (30) days indicating the normal workday of every member of the department. Said schedule shall be posted at least thirty (30) days prior to its effective date. Changes may be made in the posted schedule by the Chief of Police as may be required to meet the needs of the department.

When assigning personnel to shifts, the Chief of Police will determine the preferences of employees and will take these preferences into consideration when preparing the shift schedule. In all cases, however, the needs of the Police Department as determined by the Chief shall determine assignment. The City will attempt to assign personnel to regular shifts whenever possible. Whenever it becomes necessary to change the type of schedule (i.e. permanent, semi-permanent or rotating) it shall be the subject of a special meeting.

Whenever any change is made to the posted shift schedule, each person affected will receive specific, individual notice of the changes, which affect him/her.

Section 6. Court Time. Officers subpoenaed or directed into court, including probate court and official hearings, during off-duty hours shall receive a minimum of three (3) hours pay at time and one-half his regular hourly rate for each day's appearance in court, with the exception of the Mt. Morris District Court. Officers subpoenaed or directed to Mt. Morris District Court shall receive a minimum of three (3) hours time at one and one-half his/her regularly hourly rate for each day's appearance. When officers receive witness fees and/or mileage fees for such court appearances for official hearings, such fee and mileage shall be turned into the City of Mt. Morris.

Section 7. Field Training Officer Compensation. Officers that are trained as field training officers shall receive extra compensation of one hour pay for each shift assigned to training a new officer.

Section 7. Step-up Pay. Officers that are assigned to do the work of a higher classified employee shall after 3 weeks of the assignment receive their regular pay plus ten percent (10) of the pay of the higher class pay for the position that they are assigned to. Officers that are assigned to do the work of a higher classified employee shall after 9 weeks of the assignment receive their regular pay plus 20 percent (20%) of the pay of the higher class pay for the position that they are assigned to.

ARTICLE 6. INSURANCE AND PENSION

Section 1. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement in the amount of fifty thousand dollars (\$50,000) with double indemnity for accidental death.

Section 2. Hospitalization, Medical and Dental Insurance The City shall furnish all full-time employees and their eligible dependents with ~~McLaren Health Plan Custom 6~~ **the BCN HMO Gold \$1000 plan**, Humana Dental PPO Plan #9 and the HumanaVision VCP Network Option 1.

This plan shall include a \$1000 single/\$2000 family deductible, a \$20 office visit co-pay, a \$40 specialist co-pay, a \$50 urgent care co-pay, and a \$150 emergency room co-pay.

There will also be a \$150 co-pay for high tech imaging and a \$5 co-pay for allergy injections.

The prescription drug co-pays shall be \$4 for Tier 1, \$15 for Tier 1a, \$40 for Tier 2, \$80 for Tier 3, 20% up to \$200 for Tier 4 and 20% up to \$300 for Tier 5 drugs.

The annual "out of pocket" maximum per year will be capped at \$6600 single/\$13200 family.

~~The City shall be responsible for the \$3000 one member deductible and the \$6000 family deductible per year. Employees will remain responsible for any of the out of network deductibles and /or coinsurance applied to medical claims. Employees are responsible to pay a \$20 co-payment for office visits, consultations, chiropractic and urgent care services. Employees are also responsible to pay a \$100 co-payment for emergency room visits.~~

~~Employees are responsible to pay a \$10 generic, \$25 preferred brand and \$50 non preferred brand for co-payments on prescription drugs. Additionally, the employee has the option of purchasing a 90 day supply of maintenance drugs through mail order for 2x their established prescription drug co-payment.~~

In addition the City shall pay 100% of the premiums for retirees who retire with 22 years or more of service and the retirees spouse at the time of retirement until the retiree is eligible for Medicare at which time the City's obligation ceases. If a retiree covered under the above named insurance moves out of the State of Michigan then the City will reimburse said retiree for Medical Coverage in the same dollar amount that it would have cost the city to pay for the above listed coverage.

Section 3. Liability Insurance. The Employer shall furnish liability insurance protecting the employee from liability that arises out of and in the course of their employment, such as is now in effect. A copy of Liability Insurance Policy shall be attached to and become a part of this contract agreement.

Section 4. Worker's Compensation. The Employer shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, workmen's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime. **The Employer shall issue a regular paycheck to the employee and the employee shall sign and submit any check sent to him/or her from worker's compensation to the City treasurer.** In the event an employee receives absent leave compensation and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as absent leave compensation and Employer shall credit the employee's absent leave account with the number of days so used as absent leave.

Section 5. Accident and Sickness Insurance. The City will provide to all members of the bargaining unit a short term, and long term, disability insurance policy. The following is a summary of the plan, and should not be considered complete. For complete details refer to the plan document.

Short Term Policy:

The short term policy shall provide benefits of .70 x Basic weekly salary, rounded to the nearest \$1.00 with a maximum of \$750.00 on the first day of disability due to an accident and on the 8th day of disability due to a sickness.

Basic weekly salary will be based on a normal workweek not exceeding 40 hours exclusive of bonuses, commissions and overtime.

Successive periods of disability will be considered one period of disability unless commencing after return to work on an active full time basis for at least 2 weeks unless they arise from unrelated causes. Weekly disability Income benefits terminate at retirement.

Long Term Policy:

The long term policy shall begin after 180 days and last until age 65 and provide benefits of 66.7% of Basic Monthly Earnings with a Maximum Monthly Benefit of \$3,500.

Both Parties agree that an employee on the disability plan shall be bound by all the provisions of the plan and that the carrier will make all determinations as to eligibility and/or benefit levels.

The City shall not be responsible for any other benefits for an employee who is on disability for a period of 1 year for non-duty related disability or 2 years for a duty related disability; nor shall the employee have any right to return to his/her job after one year on disability for non-duty related injury or 2 years for duty related disability.

Medicare Supplement Coverage for Retirees:

A retiree shall be permitted to purchase, at his or her own cost, and without cost to the City, ~~BC/BS~~ a Medicare Supplement coverage or similarly designated plan under the City's existing ~~BC/BS~~ **healthcare** coverage when the retiree is eligible for and receives Medicare. It is intended and understood that the right herein granted shall exist only if coverage on this basis is available under the City's then existing ~~BC/BS~~ **healthcare** program and the City shall not be obligated to alter its then existing retirement program to facilitate the availability of the coverage.

~~City to Advance Funds:~~

~~The employee, at his or her option, may request that the City advance payments during a period of disability, pending receipt of payment from the insurance company, subject to reimbursement when insurance payments are made, at the disability rate of pay. Appropriate documentation shall be prepared to provide for such reimbursement directly from the insurance company to the City, if possible. Funds shall be advanced during such period of disability on regular payday(s).~~

Section 6. Humanitarian Clause. Should an employee, covered by his Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make reasonable effort to place him in a position that he is physically or mentally able to perform. This determination shall be made by a physician selected by the Employer.

Section 7. Pension. All members of the bargaining unit shall continue to be members of Genesee County Employees' Retirement System (GCERS), subject to the rules and requirements of that system. Operation of the Retirement System is necessarily governed by the detailed provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's Administration rules and regulations. Copies of the Genesee County Retirement Ordinance may be obtained from the County Retirement Department.

In general, the Retirement Ordinance provides the following benefits for individuals employed by the City of Mt. Morris and included within the Supervisory and Police Department Division represented by the Police Officers Labor Council.

Retirement Allowance Factor:

Effective December 31, 2002 the retirement allowance factor shall be:

- a) 2.5 % of the employee's final average compensation multiplied by their credited years of service for employees.

The Maximum portion of the retirement allowance financed by the Employer shall not exceed seventy five percent (75%) of the employee's final average compensation.

Pop-up Clause for Surviving spouse:

Effective December 31, 2002, when a member selects a beneficiary option (Option A or B) at the time of retirement and the beneficiary subsequently dies after the member retires, the retirement selection shall automatically revert to the Straight Life Allowance for the surviving spouse.

Voluntary Retirement:

An employee may retire after twenty-two (22) years or more of credited service with no age restriction. An employee may also retire at sixty (60) years of age with a minimum of eight (8) years credited service. After eight (8) years an employee's participation in the Retirement System is considered to be vested.

Final Average Compensation:

Effective July 1, 1996 final average compensation is computed on the employees best three (3) years of credited service prior to termination of employment.

Employee Contributions:

Employee contributions to the Retirement System are five (5%) of annual compensation, deducted bi-weekly.

Memorandum of Understanding superseding April 17, 2001 Letter of Understanding:

Subject to Article 6, Section 8, in recognition of their prior part-time service, the following employees shall be credited with additional years of service as follows:

<u>Name</u>	<u>Date Vested under Ordinance Section 18 (Eight Years)</u>	<u>Additional Credit</u>
Dennis McDermitt	12/27/93	1 year
Keith Becker	4/27/03	1 year
John Plunkey	7/6/06	3 years
Brian Turner	2/1/08	2 years

No credit shall be granted for less than twelve months. The Additional Credit shall be credited on the basis of a full year (i.e. 2080 hours) regardless of the hours actually worked by the employee. The four employees shall not be required to contribute to the Retirement System for the Additional Credit years. The City shall determine whether to pay for the Additional Credit by special contribution or by allocating funds from existing assets. If Brian Turner, Keith Becker or John Plunkey become eligible for non-duty disability (Section 28), duty disability (Section 29) or death benefits (Section 34), then the disabled/deceased employee(s) shall receive the Additional Credit, regardless of whether they vested a Voluntary Retirement. (“Vesting” shall be as defined in Section 22). For purposes of eligibility for a non-duty disability retirement, the Additional Credit shall be included in the 10-year minimum requirement for eligibility under Section 28. (Section numbers in this memorandum refer to the Retirement Ordinance.)

Other Governmental Service:

Employees may apply in writing to the Retirement coordinator to receive credit for other governmental service for credited service purposes for retirement only under the provision of Section 12a(1)b(9) of Act No. 156 of the Public Acts of 1851, as amended by Act No 507 of the Public Acts of 1982, being Section 46.12 a of the Compiled laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. The method of calculation to purchase other governmental service shall be the method specified by the retirement ordinance.

Military Service:

Employees may apply in writing to the Retirement Coordinator to receive credit for military service for credited service purposes for retirement only under the provisions of Section 12 a(11) and (14) of Act No 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982. The employee must meet all the qualifications and conditions outlined in the above Act.

Cost of Living Adjustment:

Effective July 1, 1996 the pensions of bargaining unit employees retiring subsequent to that date shall be adjusted in accordance with a formula reflecting changes, up or down in the official Consumer Price Index for Urban Wage Earners and Clerical Workers for all Cities published by

the Bureau of Labor Statistics, United States Department of Labor (1982-84), hereinafter referred to as the Index.

Cost of living adjustments of up to three percent (3%), rounded to four (4) decimal points, shall be made annually for the first (1st) five (5) years following an employee's retirement. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of one (1) full year of retirement.

In January of each calendar year, there shall be determined the percentage increase or decrease, if any, between the Index for November of the immediately preceding calendar year and the Index for the month of November twelve (12) months earlier. Whatever the change in the index is from the base period, up or down to a maximum of three percent (3%), shall result in a cost of living adjustment of that percent.

In the event of a decline in the Index, in any November to November base period, a pension cost of living adjustment shall be made in the reverse order that the upward adjustments were made.

In the event the Bureau of Labor Statistics does not issue the appropriate Index on or before January 15th, any required adjustments will be made on the next pension check or on the earliest check after receipt of the index.

No adjustment, retroactive or otherwise, shall be made due to any revision that may later be made in the published figure for the Index for any month on the basis of which the allowance shall have been determined.

ARTICLE 7. PROBATIONARY PERIOD

Section 1. Probation. When a new employee is hired in the unit, he/she may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this contract except those related to discharge and discipline, except that after twelve (12) months, all discharge and discipline shall be subject to review by the union.

Section 2. Notification. The Employer will notify the probationary employee in writing after he/she has completed the first three (3) and six (6) months of his probationary period, advising him/her of his/her areas of weakness and his/her general overall acceptability to law enforcement.

ARTICLE 8. 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 abolition of positions because of changes in organization.

Section 2. Order of Layoff. When there is a decrease in the work force, the following procedure shall be followed: Part-time employees shall be laid off first, then probationary

employees, then seniority employees according to seniority on a unit-wide basis with employees with the least seniority being laid off first.

Section 3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) days prior notice. However, the Employer will make reasonable effort for earlier notice depending on the conditions causing the layoffs.

Section 4. Recall List. Employees laid off shall have their names placed on a recall list in order of seniority.

An employee who is laid off will have their name remain on the list for a period of time equal to their seniority at the time of their layoff or two (2) years, which ever is lesser. Employees shall be recalled from layoff in inverse order of their layoff before other persons are selected for employment.

In order to remain on the recall list, the employee shall maintain their certification to be employed as a police officer.

Section 5. Recall from Layoff. Employees to be recalled from layoff shall be given a maximum of 14 days to respond after notice has been issued by certified and regular mail to their last known address.

Employees who decline recall, or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and recall lists.

ARTICLE 9. LEAVE

Section 1. Vacation Allowance. All permanent, full-time employees **that were hired prior to July 1, 2016** shall receive a vacation allowance as set forth in the following schedule:

SERVICE:	ALLOWANCE:
After one (1) year	56 hours (7 days)
After two (2) years	80 hours (10 days)
After five (5) years	120 hours (15 days)
After eight (8) years	160 hours (20 days)
After thirteen (13) years	200 hours (25 days)
After eighteen (18) years	240 hours (30 days)

All permanent, full-time employees that were hired on or after July 1, 2016 shall receive a vacation allowance as set forth in the following schedule:

SERVICE:	ALLOWANCE:
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After one (1) year	40 hours (5 days)
After two (2) years	80 hours (10 days)
After five (5) years	120 hours (15 days)
After ten (10) years	160 hours (20 days)
After fifteen (15) years	200 hours (25 days)

An employee, with approval, may take his vacation at any time during the course of the year as long as it conforms with the requirements of the department. Employees may at no time have accumulated more vacation time than the sum of the vacation time given for their current year of service and their previous year of service. Vacation leave shall be granted to employees covered here by the Chief and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Officers who make the request by April 1 of each year shall be granted vacation preference in accordance with seniority throughout the police department. An employee will not be permitted to take his/her vacation leave one (1) day at a time unless otherwise approved by the Chief.

Section 2. Payment for Vacation. An employee will be paid for the vacation period on the basis of forty (40) hours per week and **twelve (12) eight (8)** hours per day, at the employee's rate at the time he takes his vacation. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Employees shall receive payment for accrued, but unused, vacation upon termination for any reason from their employment with the City of Mt. Morris. Compensatory time and personal leave days may be coupled with vacation leave.

Section 3. Funeral Leave. A Full-time employee shall be entitled to five (5) days of leave with pay for the death of a spouse or child or in the event of the death of a parent, parent-in-law, brother or sister, brother or sister-in-law; grand parent or grandparent-in-law or in the event of the death of a person, male or female, with whom the employee has lived on a regular, uninterrupted basis in a family-type arrangement for a period of at least 6 months. A family-type arrangement imports a substantial affinity and only one person is eligible for this status at a given time. In the event there is an issue as to the eligibility of a person under this Section, matters such as joint ownership of property, status as principal beneficiary under a will, joint obligations and specific arrangements for marriage will be considered. ~~An employee shall be entitled to 1 day of leave with pay for the death of an aunt, uncle, niece or nephew.~~

Section 4. Absent Leave. A full time employee will be allowed to be absent from work ~~seventy two (72)~~ **one hundred and four (104)** hours during the City's Fiscal Year. Such leave will be available to the employee on July 1st of each year; however, such leave shall be earned at the rate six (6) hours leave per calendar month. Accordingly, absent leave will be prorated on all new hires **eight and six-tenths (8.6)** ~~at the rate of six (6) hours per full calendar month of~~ service. As of July 1st of any year, employees with unused sick time shall be paid up to ~~48~~ **fifty-six (56)**-hours with any remaining absent leave being forfeited to the Employer.

The use of such absent leave for purposes other than sickness may not be less than 4 hours nor more than 16 consecutive hours. Further, such leave shall not be used to precede or extend vacation or holiday leaves.

Such absent leave may be used as sick leave; however, in the event such use exceeds twenty-three (23) consecutive working hours, the employee, prior to returning to work, may be required to submit a medical report indicating that the employee has sought medical care and is able to resume their duties and responsibilities. Employees absent due to illness shall give notice to their immediate supervisor of such illness at least two (2) hours prior to the beginning of their shift and in any case as soon as possible and shall give said supervisor reasonable continuing information relative to the expected length of such absence.

Any new hire whose probationary period encompasses June 30, the city shall bank the unused absent leave which shall be paid to the employee if they successfully complete their probation. Any probationary employee who is released from employment or any full time employee who is fired for just cause shall not be entitled to payment of any unused absent leave

Section 5. Medical Certification. Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave may be required at the discretion of the Employer for each absence regardless of duration if the Employer has reason to believe the employee is abusing the sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Section 6. Medical Dispute. If an employee is absent from work for twelve (12) consecutive days due to illness, he/she may be required to submit a doctor's statement for return to work. Any additional examinations or reports shall be at the Employer's expense.

Section 7. Military Leave. Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or reserve shall receive an unpaid leave of absence for the period of such duty. An employee returning from the military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

Section 8. Training Program. Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence adequate to complete his minimum requirement assignment upon presentation of proper documentation by

the commanding officer.

Section 9. Emergency Duty Leave. Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

ARTICLE 10. HOLIDAYS

Section 1. Holidays. It is understood that because of the nature of the job, many employees will have to work during periods normally classified as holidays. Because of this, all employees within the bargaining unit shall receive a full day's pay for all of the holidays listed below regardless if such a holiday was worked or not. In addition, all employees who are required to work on one of the holidays listed below, shall receive in addition to the holiday pay, one and one-half (1 1/2) times their normal hourly rate of pay for the holiday so worked.

The holiday shall be deemed to commence at the last shift closest to midnight of the day preceding and terminate at the last shift closest to midnight of the designated day. It is understood that the officers may be allowed to elect which days they wish to be designated as a holiday and if such days do not conform with those listed below, such designation shall be made prior to January 1 of the year it is to be taken. The recognized holidays are:

New Years Day	Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day
July 4th	New Years Eve Day
Labor Day	

~~**Section 2. Personal Leave Days.** Each employee covered by this Agreement shall be allowed four (4) personal leave days with pay, to be used for the purpose of attending to or caring for personal business or family emergencies. Employees shall request personal leave twenty-four (24) hours in advance, except in case of emergency on approval of the Chief of Police or his designee.~~

Section 3.2. Personal Leave without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Chief. Such requests shall state the reasons for leave. Approval from the Chief and the personnel director shall be in writing.

An educational leave may be granted upon permission of the Chief for one term or semester without pay, but without loss of benefits and seniority. However, the officer shall sign a letter of understanding to remain in the employ of the City for one (1) year from the date he returns from

his educational leave.

Section 4.3. Leave for Lodge Conferences and Union Conventions. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Police Officers Labor Council for the following functions:

a) One (1) officer for three (3) days every other calendar year to attend the P.O.L.C. National Conference. The designated officer, who desires attending the National meeting, shall notify the Employer sixty (60) days in advance of his/her intentions for the time off.

b) One (1) officer for three (3) days to attend the P.O.L.C. State of Michigan meeting each calendar year. The designated officer, who is desirous of attending the State meeting, shall notify the Employer sixty (60) days in advance of his/her intentions for the time off.

c) Once a month the division president may be excused to attend the local division meeting during the officer's duty hours. Absence shall be limited to four (4) hours per meeting, one meeting per month. The officer shall notify the Chief at least three (3) days in advance of a scheduled meeting.

d) One (1) officer for one (1) day each calendar year to attend the P.O.L.C. Labor Council meeting.

ARTICLE 11. DISCHARGE AND DISCIPLINE

Section 1. Discipline. Discipline is primarily the responsibility of the Chief of Police and is intended to be a positive or developmental rather than a negative or punishing procedure, and shall be progressive in nature and for just cause.

Section 2. Transfer to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or command or other position within the Mt. Morris Police Department which is not included within this Agreement shall retain his seniority within the bargaining unit. The employee transferred outside the bargaining unit, except an employee so transferred shall have the right, if he/she selects, to return to the bargaining unit: (1) whenever his position is eliminated; (2) if he is laid off from his position; or (3) if he elects to voluntary return to the bargaining unit. Upon return to the collective bargaining unit, the employee shall be returned to the classification with seniority from the original date of hire with the City of Mt. Morris Police Department.

Section 3. Violations and Procedures. Whenever a charge is preferred against an employee for (1) an alleged violation of a department rule or regulation, or (2) alleged violations of criminal code, it shall be the prerogative of management to suspend such employee without prejudice, but without pay, until the hearing shall be completed; provided, however, that suspension without pay in the case of an alleged violation of a departmental rule or regulation shall not extend longer than ten (10) working days, and if the hearing shall not have been finalized within that time period, the suspension shall alter to one with pay unless the delay is occasioned by action of the employee himself. While it is considered that an employee who is charged with violation of a criminal code should be suspended without pay until final determination of the case, an exception may be if the Chief or his designee shall conclude that

the charge appears flimsy and fanciful with strong probability of innocence, in which event he/she may authorize alternation in suspension to one with pay. Acquittal by the court, as the case may be, entitles the employee to back pay at regular rate for the time of his/her suspension without pay.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, "grievance" shall mean any disagreement concerning terms, conditions, or circumstances of discipline, layoffs, or discharge of police officers.

Section 2. Procedure. 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 employee and/or the steward will orally discuss it with the Chief of Police within five (5) days of the occurrence of the event or situation which gives rise to the grievance.

Step 2. If the grievance is not resolved at Step 1, the Union representative must reduce the grievance to writing and present it to the Chief within five (5) days in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his Union representative, who shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief to discuss the grievance. The Chief shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at which the grievance was discussed.

Any grievance not appealed from an answer at Step 2 of the grievance procedure to Step 3 within five (5) days after such answer in Step 2 is received shall be considered settled on the basis of the last answer and not subject to further review.

Step 3. If the answer of the Chief is not satisfactory, the grievance may be referred to the Labor Council Representative who may submit his appeal to the City Manager indicating the reasons why the written answer of the Chief was unsatisfactory. A meeting among no more than two (2) representatives of the Union, one (1) non-employee representative, and three (3) designated representatives of the Employer will be arranged to discuss the grievance or grievances appealed from. Said meeting to be held within seven (7) days from the date when the request for appeal was received by the Employer.

The City Manager shall then answer the grievance in writing within seven (7) days from the date of the meeting at which time the grievance was discussed.

Step 4. In the event the answer of the City Manager is unsatisfactory, the grievance shall be subject to Step 4 and submitted to arbitration. Upon written notice by the Union within fifteen (15) days after the answer in Step 3, the Union requests from the Michigan Employment Relations Commission a list of seven (7) arbitrators, and a copy of said list to be sent to the Employer. The Union and Employer shall make alternate strikes from the list of arbitrators and

the last name on the list shall be the arbitrator. A mutually agreed date and time shall be set for such scheduled hearing. If the Union and the Employer cannot agree on such a date and time, the arbitrator shall set the date and time for such hearing. The Employer and the Union Representative shall mutually agree to the question to be decided and shall transmit this question to the arbitrator who shall render his/her decision according to the applicable state law.

Section 3. Time Limitations. The time limitations for this provision as set forth herein shall be strictly adhered to. Saturdays, Sundays and holidays shall not be counted for the purpose of submitting written grievances or answers.

Section 4. Withdrawal of Cases. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled.

Section 5. Grievance Form. The grievance form shall be as herein provided for: See Attachment.

ARTICLE 13. SPECIAL MEETINGS

Section 1. Definition. Special meetings between the Employer and the Union shall be for the purpose of discussing important matters of employment relations or clarification of the terms of the Agreement. Special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of the Agreement.

Section 2. Request. The Employer and the Union agree to meet at a time and place which is mutually agreeable upon a request in writing from either party. The written request shall contain an agenda of matters to be discussed. The meeting shall be held within ten (10) calendar days after receipt of request, or may be extended by mutual agreement of the parties.

Section 3. Attendance. Each party may be represented by up to, but no more than, four (4) persons. Employee representatives of the Union will be paid by the City for time spent in the special meetings if a man is on duty but only for straight time hours they would otherwise have worked in their regular work schedule.

Section 4. Consultation. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half hour immediately preceding a meeting.

ARTICLE 14. MANAGEMENT SECURITY

Section 1. No Strike Clause. The Union recognized the cessation or interruption of services by officers and defined in Section 1 of Public Act 336 of 1947, State of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any officer or group of officers. Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject of a grievance.

ARTICLE 15. JURY DUTY LEAVE

Section 1. Pay: Any employee(s) who is summoned and reports for jury duty prescribed by applicable law shall **endorse and submit their jury check to the City Treasurer. The employee will be paid at their current straight time pay as if they had worked.** ~~the difference between jury duty fee which they receive for had worked.~~ The employee shall not work on any days they are scheduled for jury duty **except that they will return to work and complete a regular shift in the event the jury duty hours are less than their regular shift hours.**

Section 2. Notice: In order to receive payment, an employee must give the Employer prior notice that they have been summoned for jury duty and must furnish evidence that jury duty was performed on the day(s) which payment is claimed.

ARTICLE 16. MISCELLANEOUS

Section 1. Lockers. Every officer shall be assigned a full-length locker capable of holding police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.

Section 2. Promotions. Promotions to any vacant or created position shall be made to place the applicant best qualified by reason of knowledge, skill and experience in the vacancy or created position. Prior to filling, notice of the existence of a vacancy or created position shall be posted and applications from employees with five (5) or more years seniority shall be solicited. If there are no employees with five (5) or more years seniority, then employees with three (3) or more years may be solicited. The notice of vacancy or created position shall set forth the criteria to be used in selecting him/her. The criteria shall take into consideration past performance, knowledge, as determined by a written examination, skill, experience, and seniority. If no current full-time employees apply and/or qualifies for the vacant or created position, the Employer may consider hiring from the outside. The promoted employee shall be granted a six (6) month trial period to determine his/her desire to remain in the position and/or his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee.

Upon completion of the trial period, the employee may be demoted with cause to his/her former position. In the event the position to which the employee is promoted is abolished, the employee will be given the opportunity to transfer back to his/her former position.

Any of the aforementioned transfers, whether voluntary or involuntary, shall be made in accordance with Article 11, Section 2, of this Agreement.

Section 3. Waiver. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas of collective bargaining, and that the understanding and agreement 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 agree that the other

shall not be obligated to bargain collectively with respect to any subject or matter referred to or to covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this agreement.

Section 4. Educational Payment: The City will reimburse an employee for educational expenses incurred towards a degree in the field they are currently employed in when, in the city's opinion, said degree shall benefit the city. Prior permission of the Chief of Police shall be required in order to be eligible for reimbursement as herein set forth. Reimbursement shall be at the following rate per class to a maximum of \$2,000 per contract year provided the employee completes the course and receives at least a "C" grade.

Employee Gets the <u>Following Grade</u> C or above	Reimbursement for <u>Tuition and Books</u> 100%
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Section 5. Boot Allowance: The City shall reimburse the employee for the price of one pair of uniform boots every fiscal year: (July 1 to June 30) The cap on the reimbursement shall be \$150.00.

ARTICLE 17. SAFETY

Section 1. The City shall provide reasonably safe working conditions. There shall be a joint Safety Committee consisting of one (1) representative of the City and one (1) representative of the Union to which all disputes regarding the safety of employees shall be referred. In the event this Committee is unable to promptly resolve a safety dispute, the matter may be grieved directly to Step 4, Arbitration.

ARTICLE 18 LETTERS OF UNDERSTANDING

All Letters of Understanding and Addendums effective under the prior contract shall remain in effect.

ARTICLE 19. DURATION

This Agreement shall become effective on ~~2013~~**2016**, and continue in full force and effect through June 30, ~~2016~~**2019**.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify, alter or terminate the Agreement upon its expiration.

If written notice of desire to modify, alter, amend or change this Agreement is given, it shall remain in full force and effect throughout the period of negotiations and until such time as a new contract Agreement has been reached and signed.

IN WITNESS WHEREOF, This Agreement has been executed by the duly authorized representatives of the Union and the City of Mt. Morris on this _____ day of _____, ~~2013~~**2016**.

FOR THE CITY OF MT. MORRIS

Thomas Darnell, City Manager

FOR THE POLICE OFFICERS LABOR COUNCIL, MT. MORRIS CITY POLICE DEPT.

~~Tom Plumb~~ **Cody Fender**

~~Cody Fender~~

Duane Smith, POLC Rep

APPENDIX A - ANNUAL AND HOURLY WAGES

Effective as follows at each step, increases in wages shall be compounded each effective date.

Annual Wage Increase, Effective:

~~7/01/13 @ (+1%)~~ **7/1/16 @ (+3%)**

Effective on November 1, ~~2013, 2014 and 2015~~ **2016, 2017** either party may elect to negotiate a wage **without any decrease in pay** and/or a health insurance re-opener.

Officers Hourly Rate at Seniority of:

- Probationary/First Year Employee:

~~2013~~ **2016-** \$16.19 hr. / \$33,675 yr. **\$16.68 hr. /\$34,694 yr.**

- After 1 year:

~~2013~~ **2016-** \$18.05 hr. / \$37,542. yr. **\$18.59 hr. /\$38,667 yr.**

- After 2 years:

~~2013~~ **2016-** \$19.92 hr. / \$41,428. yr. **\$20.52 hr./\$42,682 yr.**

- After 3 years:

~~2013 2016- \$21.40 hr./ \$44,516. yr.~~ **\$22.04 hr./\$45,843 yr.**

- After 4 years:

~~2013 2016- \$23.30 hr./ \$48,466. yr.~~ **\$24.00 hr./\$49,920 yr.**

- After 5 years:

~~2013 2016- \$24.72 hr./ \$51,427. yr.~~ **\$25.46 hr./\$52,957 yr.**

Patrol Shift Premiums:
2nd shift - one per cent (1%)
3rd shift - one per cent (1%)

**CITY OF MT. MORRIS
RESOLUTION 16-56**

WHEREAS: The Mt. Morris City Code and Michigan law state that one member of the Planning Commission may be the chief administrative official; and

WHEREAS: The Mayor has proposed Interim City Manager/Treasure Vicki Fishell to serve in such capacity;

NOW THEREFORE BE IT RESOLVED:

That the City Council does hereby confirm Mayor Boyce A. Judkins appointment of Interim City Manager/Treasure Vicki Fishell to serve as the chief administrative official to the Planning Commission.

A motion was made by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, September 26, 2016, at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk



michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 12, 2016
		subject	2017 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

THE CANDIDATES
Three-year terms beginning January 1, 2017



Penny Hill, Assistant City Manager, Traverse City

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking re-election to her fourth term as director.



Jean Stegeman, Mayor, City of Menominee

Jean has more than six years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking re-election to her second term as director.