

6/30/89

AGREEMENT  
CITY OF PLEASANT RIDGE  
AND  
PLEASANT RIDGE  
POLICE OFFICERS ASSOCIATION  
represented by  
LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE  
JULY 1, 1986 - JUNE 30, 1989

*Pleasant Ridge, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## A G R E E M E N T

This Agreement entered into this 22<sup>nd</sup> day of December, 1986 between the City of Pleasant Ridge, a Municipality in Oakland County, State of Michigan, hereinafter referred to as the "City" and the Pleasant Ridge Police Officers Association, represented by the Labor Council MI Fraternal Order of Police, hereinafter referred to as the "Association".

### ARTICLE I. PURPOSE AND INTENT

1. The general purpose of this agreement is to set forth terms with respect to rates of pay, hours of employment, fringe benefits and other conditions of employment, and to promote orderly and peaceful relations between the City and the Association for the mutual interests of the City of Pleasant Ridge, and its employees and the Pleasant Ridge Police Officers Association and its members, and the residents of the City of Pleasant Ridge.
2. The parties recognize the essential public services involved and that the interests of the community and the job security of the employees depend upon the success of the City and the Association in establishing proper service to the residents of the City.
3. The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any dispute arising between the employees and the management be

adjusted and settled in an orderly manner, without interruption of said service to the public,

4. To these ends the City and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, IT IS AGREED THAT:

ARTICLE II. RECOGNITION OF THE ASSOCIATION

1. The City recognizes the Labor Council MI Fraternal Order of Police as the sole and exclusive bargaining agent of the Association to the extent permitted and required by Act 333, Public Acts of 1947 as amended by Act 379, Public Acts of 1965, for all uniformed Police Officers of the City of Pleasant Ridge below the rank of Sergeant, and for the civilian Police clerk/dispatcher, who are sometimes hereinafter referred to as employees.
2. The City agrees to deduct the Labor Council MI Fraternal Order of Police membership dues each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Labor Council MI Fraternal Order of Police and the aggregated deductions of all employees shall be remitted, together with an itemized statement, to the Labor Council MI Fraternal Order of Police by the 15th of the current month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

3. The City agrees to negotiate with the Association on matters relating to rates of pay, hours and conditions of employment, fringe benefits and other matters contained in this Agreement.
4. Employees and Association representatives all have the right to join the Association; to engage in lawful concerted activities for the purpose of collective negotiations or bargaining as to rates of pay, wages, hours of employment, fringe benefits or other conditions of employment or other mutual aid and protection; to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, free from any and all restraint, interference, coercion, discrimination or reprisal.

**ARTICLE III. RECOGNITION OF MANAGEMENT'S RESPONSIBILITY**

1. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are:

The right to decide the number and location of its facilities, stations, etc.; work to be performed within the unit; maintenance and repair; amount of labor and supervision necessary; machinery and tool equipment; methods; schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; and the right to purchase

services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement,

2. It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

#### ARTICLE IV. REPRESENTATION AND BARGAINING

1. The Association shall be represented in all negotiations by the Labor Council MI Fraternal Order of Police and by a committee of representatives elected by the Association. Any changes in the bargaining committee shall result in written notification to the other party.
2. The Associations bargaining committee shall be composed of three members, one of whom shall be the chairman. The Association may be represented by legal counsel at any time.
3. On duty officers who are members of the committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits. However, the City shall endeavor to schedule negotiations when bargaining members are off duty. Grievance processing will not unreasonably interfere with police duties and responsibilities.

ARTICLE V. JOINT RESPONSIBILITY

1. There shall be no strikes, concerted failure to report to work, picketing, slow downs, or stoppages of work, during the term of this agreement or during any period of time while negotiations are in progress between the parties hereto, for the amendment or renewal of this Agreement.
2. The City will not lock out an employee during the term of this Agreement or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

ARTICLE VI. SENIORITY

1. A new employee shall be a probationary employee until he has served for a period of one year from his date of employment. At the end of one year from his date of employment, and upon the written recommendation by the Chief to the officer, Association and Management, he shall be entered on the seniority list as of the first day of his employment, or he shall be discharged from the department, for failing to qualify.
2. The "Department" for purpose of seniority shall be the Police Department.
3. Seniority shall terminate if the employee:
  - a. Resigns, quits or retires.
  - b. Is discharged for just cause and is not reinstated.
  - c. Is absent for three (3) consecutive work days without notifying the City, unless a result of justifiable cause.
  - d. Files a false reason to obtain a leave of absence or fails to return to work within three (3) days after termination of any leave of absence without a bona fide excuse acceptable to the City.



- e. Separates from the City following settlement covering total disability.
4. The Selective Service Act as presently existing or subsequently amended shall govern the re-employment right of servicemen.
5. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extension thereof.
6. The City shall keep a seniority list of all Police Department employees.
7. Employees shall notify the City of their proper postoffice address or change of address, and the City shall be entitled to rely upon this address for all purposes.

ARTICLE VII. LAYOFFS

1. When there is an indefinite reduction of employees in the Police Department, the following procedure shall govern in making layoffs (Note: Nothing herein shall prevent the Association and the City from negotiation of work schedule to curtail layoffs):
  - a. Probationary employees in the Department shall be laid off in any order.
  - b. If additional layoffs are necessary, lowest seniority employees shall be laid off first.
  - c. Upon layoff of any employee, he shall be entitled to all of his accrued sick leave.
  - d. Recalls from layoff shall be by order of highest seniority, provided the employee is able to perform the work required.
  - e. Employees on the seniority list, when recalled to work, shall be given two calendar weeks advance notice in which to report for work. Recalls shall be made by registered mail. Copies of notices shall be given to the Association.

- f. If any employee fails to report within two calendar weeks after being notified, or fails to file a satisfactory explanation acceptable to the City for not reporting, he will be considered as having voluntarily resigned.
- g. The City may recall the next employee in point of seniority pending the reporting of the seniority employee recalled.
- h. When employees are recalled to work or are laid off, the Association shall be given the names and order of recall or layoff.

#### ARTICLE VIII. PROMOTIONS

1. Promotion of employees covered by this Agreement shall be the prerogative of the Police Board and shall be based on written examination and oral review board conducted by an Independent Organization. Whenever the merits, abilities and qualifications of the employees being considered are deemed to be equal, seniority shall prevail. Any employee who feels aggrieved in the matter of promotions will be granted a prompt review by the Police Board and if then not satisfactorily closed, he may process his claim through the grievance procedure.
2. To be eligible to participate in the promotional procedure, an employee shall have a minimum of five (5) years seniority from date of hire.

#### ARTICLE IX. LONGEVITY

1. Longevity is defined as "length or duration of life," and when used in connection with municipal pay is intended to compensate employees for long and faithful service. Longevity is recognized as part of the employee's gross pay and shall be subject to all proper payroll

and pension deductions. Longevity shall be paid at the rate of two percent (2%) of the employee's base pay for each five (5) years of service to a maximum of ten percent (10%) after twenty-five (25) years of service and thereafter until termination of employment.

2. Longevity time shall be counted from the employee's date of employment and shall be paid bi-weekly. Longevity payments for Officer Rick Vander Eyk shall be on semi-annual basis.
3. Death occurring to an employee receiving annual payment of longevity:

Such unpaid longevity shall be computed back to July 1, and this longevity shall be paid to the widow and/or beneficiary of said employee at the full rate defined herein,

4. In instances where the employee was separated from the City employment after which he returned to employment with the City without delay upon being called back to work, his prior service shall be included with his present service for computing longevity pay due him, when separation was caused by one or more of the following reasons:
  - a. Service in the Armed Forces of the United States following which the employee returned directly to the City without accepting employment elsewhere.
  - b. Illness or disability suffered while an employee of the City.
  - c. Laid off by the City due to lack of funds or other reasons beyond his control.

**ARTICLE X. SICK LEAVE**

1. Sick leave is defined to mean the absence from duty of an employee because of his illness, incapacity or exposure to contagious disease.
2. Sick Leave Credits: Employees shall earn one day of sick leave with pay for each calendar month of service completed.
3. Sick Leave Use: Sick leave credits may be used at any time during the year when authorized pursuant to this Agreement.
4. Days Off, Holidays and Vacation Leave: Computation of sick leave days used shall not include regular days off, vacation leave or holidays.
5. Proof of Illness or Injury: The City may require a certificate from a doctor or other evidence that the illness or injury is bona fide prior to allowance of sick leave compensation. Medical certification shall not be required until after the third day of illness or injury.
6. Reporting Illness: Any employee who becomes ill and/or unable to report for work must, unless circumstances beyond his control prevent such reporting, notify the officer on duty at least one hour prior to the starting time of his particular shift on the first day of his absence and each day thereafter if not hospitalized, or sick leave pay will not be granted.
7. Illness Not Qualifying for Use of Sick Leave Credits: No employee shall be paid for sick leave while absent from duty because of the following causes:
  - a. Disability arising from any injury purposely self-inflicted or caused by wilful misconduct.
  - b. Sickness or disability sustained while on leave of absence.

8. An employee with accumulated sick leave credits may use such if he is absent during his scheduled work hours because of:
  - a. His bona fide personal illness or injury.
  - b. The serious illness or injury of a member of his immediate family, namely: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, step-mother, or guardian.
9. Employee's Presence Required: Sick leave credits may be used in surgical cases or critical illness of the members of the immediate family when the employee's presence is required by the attending physician to a maximum of three (3) days, and the physician so certifies.
10. All officers shall accrue eight (8) sick hours with pay for each calendar month of service from date of employment, and shall accrue ninety-six (96) hours per year.
11. Sick Leave Credit Accumulated: Sick leave earned and not used may be accumulated in the employee's sick leave bank from year to year, to a total of nine hundred sixty (960) hours.
12. Vacation, Holiday Use for Sick Leave: If the officer so elects, after all accrued sick leave credits have been used, vacation leave, holiday leave and personal business days may be used and payment made therefore, to the extent of vacation leave and personal business days accrued, to which the employee is entitled.
13. Action Following Payment for All Leaves: When the employee is not working and receives his last check for sickness or disability, he will be placed on leave without pay for a period equal to his seniority at the time of layoff or three (3) years, whichever ends first.

If at the end of that time, the employee is still unable to return to work, his employment shall be terminated. The employee shall be eligible for re-employment, provided he has completely recovered and has a doctor's certificate to that effect, subject to City physical examination and approval.

14. **Protecting the Sick Leave Plan:** The Association agrees to share the responsibility in protecting the Sick Leave Plan from abuses by employees, recognizing that the plan is intended to provide pay coverage under situations of actual need as outlined in the foregoing paragraphs.
15. **Transfer of Sick Leave Credits:** Each employee may transfer up to a maximum of eighty (80) sick hours credit from his sick leave bank when such employee is on leave due to non-duty illness, injury or disability after the employee has used his accumulative overtime, personal business days, vacation days and holidays.
16. **Record of Sick Leave Bank:** Annually, on the 15th of July, the City will forward to the Association and to the officer a list of the number of sick hours earned, used and remaining in the sick hours bank as of the end of the fiscal year. If no corrections are made by August 16, the record submitted shall be accepted as correct.
17. **Retirement:** On his day of retirement from the City, each employee shall receive compensation equal to his then daily rate of pay multiplied by the number of hours remaining in his sick hours bank, not to exceed nine hundred sixty hours (960).
18. **Voluntary Separation and Separation by Reason of Death:** On his day of voluntary separation from city employment, having completed ten (10) years of service, an employee shall receive compensation equal to his then daily rate of pay multiplied by the number of days remaining in his sick hour bank not to exceed nine hundred

sixty hours (960). In the event of termination of employment by reason of death, under circumstances not covered by the Public Safety Officers Benefits Act of 1976 (Public Law 94-430), the decedent employee's widow and/or other beneficiary shall receive a benefit equal to such employee's then daily rate of pay multiplied by the number of hours remaining in his sick bank, not to exceed nine hundred sixty hours (960).

19. Discharge: In the event of the employee's discharge for just cause, all accumulated or unused sick hour credits shall be cancelled and not paid.
20. Workmen's Compensation Supplement: Any employee sustaining either disability or injury received in the discharge of his or her duties as an employee of the City, shall receive for a sixty (60) day period from the City, an amount to supplement income received under the Workmen's Compensation Act of Michigan, sufficient to maintain his or her income from both sources at an amount equal to his or her regular salary or wages. This sixty (60) day period shall not be deducted from the employee's sick leave bank.

#### ARTICLE XI. CHILDBIRTH

A maximum of sixteen (16) hours of sick leave credit shall be allowed for childbirth cases.

#### ARTICLE XII. BEREAVEMENT LEAVE

1. An officer shall be allowed up to three (3) working days, five (5) days if out of state, as bereavement leave days, not to be deducted from the sick leave bank, for each death in the immediate family.
2. Immediate family is defined as follows: wife, child, mother, father, brother, sister, mother-in-law, father-in-law, step-

mother, stepfather, grandmother, grandfather, or guardian.

3. Proof of Death: The City may require a certificate from a doctor or other evidence of death prior to allowance of any bereavement leave.

ARTICLE XIII. VACATION LEAVE

1. Vacation leave is authorized absence from duty with pay.
2. Vacation Earned: As of July, eligible employees with:
  - a. One (1) through five years seniority shall receive two (2) weeks vacation (10 days).
  - b. Six (6) through fifteen (15) years seniority shall receive three (3) weeks vacation (15 days).
  - c. Beginning sixteen (16) years seniority and over shall receive four (4) weeks vacation (20 days).
3. In no case will vacation time be granted until an employee has been employed at least six (6) months.
4. Employees with six (6) months or more of service on July 1st of each year will be allowed vacation leave in proportion that his actual service bears to a full year service.
5. Earned Vacation: Employees shall receive credit for a month's work for every month in which they work at least ten (10) eight (8) hour shifts, excluding vacation time and time coming.
6. Vacation Deferred: Vacation leave cannot be accumulated or deferred from one calendar year to another but must be taken in periods of one, two, three, or four calendar weeks within the fiscal year during which it is earned.
7. Pay Prior to Vacation: Upon request and approval by the Chief and notification to the City Manager of the designation of the



vacation period for employees, such employees shall be entitled to and shall receive their regular pay on Friday prior to the employee's vacation periods. It shall be the duty of the Chief to notify the City Manager at least fourteen (14) days immediately preceding commencement of the vacation period of all employees.

8. Vacation Pay Allowed: Employees shall be allowed vacation pay in any of the following instances:
  - a. Any employee who is denied permission to take his vacation leave because the departmental work load prevents the granting of vacation leave at any time during the calendar year shall be paid at his regular rate of pay for all vacation due by December 31st.
  - b. Any employee who gives two (2) calendar weeks notice regarding termination of his employment with the City shall be entitled to his regular pay, compensatory time and for any unused portion of his vacation time, as of date of separation.
  - c. Any employee who is placed on indefinite layoff may be paid, at his option, his accrued and unused vacation time at the time of such layoff.
  - d. In the event of an employee's death, all vacation leave earned will be paid, at the then rate of pay, to his widow and/or other beneficiary.
9. Vacation Pay Not Allowed: Employees shall not be entitled to accrued vacation pay if any of the following applies:
  - a. If an employee separates himself from the City by reason of absence without leave.
  - b. If an employee fails to give at least two (2) calendar weeks notice in advance of termination date.

- c. If a probationary employee leaves the employ of the City before completing his probationary period.
- d. If the employee is discharged for just cause.

**ARTICLE XIV. HOLIDAYS**

1. Holidays Granted: The following are declared to be holidays as they relate to this Agreement:

Christmas Day	8 hrs.	Memorial Day	8 hrs.
Christmas Eve Day	8 hrs.	Independence Day	8 hrs.
New Years Day	8 hrs.	Labor Day	8 hrs.
New Years Eve Day	8 hrs.	Thanksgiving Day	8 hrs.
Good Friday	8 hrs.	Veterans Day	8 hrs.
Easter	8 hrs.	Birthday	8 hrs.

Effective July 1, 1984, Martin Luther King Day shall be observed as a holiday.

- 2. Holiday Leave Defined: Holiday Leave is leave granted, with pay.
- 3. Holiday Leave Granted: The City grants thirteen (13) paid holidays, identified above. An employee shall be given another day off with pay when he works a holiday. Such time off may be used separately or in conjunction with vacation leave, both subject to approval of the Chief.
- 4. Holiday Pay Allowed: Holiday pay will be paid when:
  - a. Departmental work load prevents taking time off.
  - b. Employee gives two (2) calendar weeks notice prior to separation from the City.
  - c. If an employee is placed on indefinite layoff.
  - d. In the event of an employee's death, all leave earned will be paid at the then rate of pay to the employee's widow and/or other beneficiary.
- 5. Holiday Pay Not Allowed: Employees shall not be entitled to accrued Holiday pay if any of the following applies:
  - a. If an employee separates himself from the City by reason of absence without leave.

ARTICLE XVI. LIFE INSURANCE AND LIABILITY INSURANCE

1. The City will provide the full premium for group term life insurance. Double Indemnity, in the amount of one thousand dollars (\$1,000) for each one thousand dollars (\$1,000) in base pay wages.
2. The City will provide basic liability insurance coverage in the amount of \$1,000,000 in accordance with its existing public liability insurance policy. (The City's present umbrella coverage of up to \$3,000,000 excludes the Police Department under a policy exclusion which is uniform with all carriers.)

ARTICLE XVII. HOSPITALIZATION - MEDICAL COVERAGE

1. The City shall provide group hospitalization insurance program, Michigan Blue Cross-Blue Shield Group 1869, semi-private coverage, and shall pay the cost of the program for the employee, spouse and childred under nineteen (19) years of age, living at home. Employees and probationary employees shall become eligible to participate after thirty (30) days employment with the City.
2. The City shall furnish Michigan Blue Cross and Blue Shield Master Medical Option IV up to \$50,000 in addition to semi-private full family coverage, and shall pay the cost of the program for the employee, spouse and children under nineteen (19) years of age. Blue Cross Prescription and Drug rider shall also be provided.
3. The City shall provide the full premium for dental coverage. Comprehensive Preferred Plan, through agreement with Blue Cross-Blue Shield of Michigan.
4. The City shall provide Michigan Blue Cross-Blue Shield, fully paid for employee/retiree and spouse who retires under Municipal Employees Retirement System.

5. The City shall provide Michigan Blue Cross-Blue Shield Optical Program, providing for coverage for employees and family examination once each two years, and glasses provided to those needing corrective lenses.
6. The City shall provide Michigan Blue Cross-Blue Shield Optical Program for employee/retiree and spouse who retire under Municipal Employees Retirement System.

ARTICLE XVIII. RATES OF PAY -

1. Base pay is defined to be the annual rate of pay of employees as determined in the City Budget and this contract.

2. (A) POLICE OFFICERS:

Effective July 1, 1986, base pay shall be as follows:

- (1) July 1, 1986 to June 30, 1987 - \$28,533.60
- (2) July 1, 1987 to June 30, 1988 - \$29,389.60
- (3) July 1, 1988 to June 30, 1989 - \$30,271.29

2. (B) CIVILIAN POLICE CLERK/DISPATCHER:

Effective July 1, base pay shall be as follows:

- (1) July 1, 1986 to June 30, 1987, - \$15,000.00
- (2) July 1, 1987 to June 30, 1988, - \$15,450.00
- (3) July 1, 1988 to June 30, 1989, - \$15,913.50

3. Probationary Pay: Probationary pay is defined as the rate of pay for a new employee during the first three (3) years of employment with the City. Probationary Pay shall be as follows:

Start to 1st year - 75% of base pay  
At start of 2nd year - 80% of base pay  
At start of 3rd year - 85% of base pay  
After 3 years - 100% of base pay

4. All employees will be paid by check every two (2) weeks on the Tuesday following the end of the pay period, or, if the Tuesday should fall on a holiday, the day prior to the holiday.

ARTICLE XIX. RETIREMENT

1. The City provides a system of retirement benefits under Plan B-1 pursuant to the Michigan Municipal Employees Retirement Act, being Public Act 135 of 1945, as amended.
2. The City agrees to elect to waive the provisions of Section 47 of the above Act, relating to the reduction of benefits in the case of retirement prior to age 60, provided, however, that the election shall provide that such waiver shall be limited to employees who have 25 or more years of credited service. Waiver of Section 47F permits employees to retire at age 55, without a reduction in benefits.
3. Effective July 1, 1983, the City will pay the total employee retirement contribution relating to the Michigan Municipal Employees Retirement System. Payment shall be retroactive to July 1, 1983.
4. Effective July 1, 1989, the City shall provide a system of retirement benefits under Plan B-2 (2% F.A.C.), pursuant to the Michigan Employees Retirement Act, (P.A. 135 of 1945 as amended).

ARTICLE XX. HOURS OF WORK AND SHIFTS

1. Shifts: A shift is defined to be eight (8) consecutive hours of service performed by an employee, unless modified by the Chief due to circumstances of emergencies. The City shall establish the shifts, the working hours for each, and the employee assigned to each shift.

ARTICLE XXI. ATTENDANCE.

1. Employees are expected to be regular in their attendance and to observe the working hours established by the Chief.
2. Habitual tardiness and absenteeism may be cause for disciplinary action, up to and including discharge.
3. Arrangements for time off must be made with the Chief in advance, and in accordance with the provisions of leave regulations under which the time off is to be taken.
4. If, for legitimate reason, the employee is unable to report for work at the established time set by the Chief for his particular shift to begin, the senior employee on duty shall be notified at least one (1) hour beforehand, unless the employee is prevented from doing so by reasons beyond his control. Failure to do so may result in disciplinary action up to and including discharge, subject to the grievance procedure.
5. A continuing record of each employee's vacation leave, sick leave and all other absences shall be kept by the Chief on the employee's personnel record and shall show all leaves earned and used, and all other absences.

ARTICLE XXII. ARMED SERVICES.

1. Employees who are members of the National Guard or other such units of the Armed Forces are permitted to take leaves of absence without pay during the annual training period of their units. This leave shall not exceed two (2) weeks during each fiscal year unless required by proper government authority.

**ARTICLE XXIII. LEAVE WITHOUT PAY**

1. Seniority employees may be granted leaves of absence without pay for periods up to thirty (30) days for reasons acceptable to the City. All requests for leaves without pay shall be in writing. Extensions may be granted, in writing, where proper justification is shown. Seniority shall accumulate during approved leaves.
2. Employees granted a leave of absence shall not accrue vacation or sick leave or any other leave credits or other leave days during the leave of absence.
3. The employee shall be reinstated in his former position upon expiration of his leave and his return to duty on time. Should the employee fail to report for duty within three (3) days after expiration of leave of absence, such failure may be cause for dismissal.

**ARTICLE XXIV. JURY DUTY**

1. When an employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to and does appear in court. On days when his attendance in court is not necessary, the employee will be required to work all scheduled hours on his shift. The City will pay the employee his regular rate of pay while he is on jury duty.

**ARTICLE XXV. SUSPENSION OF LEAVES**

1. Leaves provided for in this agreement may be temporarily suspended during any period of emergency declared by the City.

**ARTICLE XXVI. OVERTIME**

1. Compensatory time will be awarded on a time-and-one-half basis for any time worked beyond the regularly scheduled forty (40) hours.

2. Court time shall be fixed at a minimum of two (2) hours overtime for all municipal court appearances, other City Courts, Probate Courts, and Circuit Court appearances, except paid court appearances. Court overtime shall be at the indicated time-and-one-half basis.
3. Overtime shall be credited after the first fifteen (15) minutes past the end of the duty shift, or fifteen (15) minutes before the shift, and shall be adjusted to the closest half-hour period. Overtime shall also apply when an off-duty officer is called in and reports in response to such call.
4. In-service training time, including range training, shall be credited as overtime.
5. Effective July 1, 1985, pay for overtime, compensatory time and court time shall be at the employee's option.
6. All overtime accumulated in the officer's overtime bank shall be paid, at the then rate of base pay and at the time-and-one-half rate, to the officer when he leaves the Department or, upon his death, to his widow and/or other beneficiary.

**ARTICLE XXVII. GRIEVANCE PROCEDURE**

1. Any officer having an alleged grievance shall discuss the matter with a representative of the Pleasant Ridge Police Officers Association within five(5) days of the occurrence.

**STEP ONE**

2. If not settled in this discussion, the grievance shall be presented in the form of a written, signed statement by the aggrieved officer to the Chief of Police.
3. The written grievance shall be discussed by the representative of the Association, the officer and the Chief of Police. The Chief



shall give his decision within five (5) days of receipt of the written grievance.

STEP TWO

4. If the alleged grievance remains unresolved within five (5) working days after the action of the Chief of Police, the grievance shall then be submitted to the City Manager, in writing, by the representative and the officer. The City Manager will present his decision in writing within five (5) working days. The representative and the officer shall submit their statement of position and all relevant information with such notice. If the grievance is not submitted within five (5) working days, it will be considered closed on the basis of the last disposition.

STEP THREE

5. In the event the alleged grievance remains unresolved within five (5) working days, it shall be submitted to the City Police Board in writing by the representative of the Association and the officer. The Police Board will present their decision within five (5) working days, in writing.

STEP FOUR

6. In the event the alleged grievance is not settled in STEP THREE, the Police Officers Association, represented by the Labor Council MI Fraternal Order of Police, shall have the right to request the services of a mediator from the State Labor Mediation Board. Such Mediator shall be acceptable to both the Police Officers Association, represented by the Labor Council MI Fraternal Order of Police, and the City. The Mediator shall issue a written opinion to the City Police

Board and the Police Officers Association, represented by the Labor Council MI Fraternal Order of Police. The City Police Board shall review the opinion of the Mediator and issue a written determination within a reasonable period of time after convening.

STEP FIVE

7. In the event the alleged grievance is not settled in STEP FOUR, the Police Officers Association, represented by the Labor Council MI Fraternal Order of Police, shall have the right to request arbitration within fifteen (15) working days after receipt of the STEP FOUR written determination from the City Police Board. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than ten (10) days after the end of said period, a request for a list of arbitrators will be made to either the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC), by the Police Officers Association, represented by the Labor Council MI Fraternal Order of Police. The parties will be bound by the rules and procedures of the arbitration service selected. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.
  - A. The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusion on the issue submitted.
  - B. The power of the arbitrator stems from this agreement, and his/her function is to interpret and apply this agreement and to pass upon the alleged violation submitted. He/she shall have no power to add to, subtract from or modify any terms of this Agreement. Further, the arbitrator shall have no authority to (1) substitute his/her discretion or judgment for employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to employer's discretion or judgment, (2) interpret any policy, practice or rule except

as necessary in interpreting or applying this Agreement, (3) formulate or add any new policy or rule (4) establish or change any wage or classification. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant.

- C. The costs for the arbitrator's services, including his/her expenses, shall be borne equally by both parties. Each party shall pay for its own expenses for any witnesses called by them.
  - D. All claims for back wages shall be limited to the amount of wage that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have earned, or could with reasonable effort have earned, from any source during the period in question.
- 8. Any grievance that may arise must follow the steps of the above procedure as outlined or shall be considered dropped or automatically closed. All "days" stated in the above steps are to be considered "working days".
  - 9. All records, reports, or other information pertaining to a pending grievance of an involved officer shall be made available as is legally required upon the aggrieved officer's request and for inspection of the Association represented by the Labor Council MI Fraternal Order of Police.
  - 10. No officer shall be discharged or remain disciplined except for just cause. The claim of any officer that he has been unjustly disciplined shall be processed as a grievance including, if necessary, arbitration.
  - 11. A grievance affecting a number of employees may be treated as a policy grievance and entered directly into at the third step of the grievance procedure upon mutual agreement by the City and the Association, represented by the Labor Council MI Fraternal Order of Police.

#### ARTICLE XXVIII. AMMUNITION

- 1. The City shall pay the cost of the ammunition used in the mandatory annual qualifications with the second gun carried on duty only.

#### ARTICLE XXIX. DURATION

- 1. This Agreement shall be effective as of July 1, 1986, and shall remain in full force and effect through June 30, 1989. Either party may, at any time after March 1, 1989, serve written notice

upon the other party of its desire to negotiate a new agreement to become effective after June 30, 1989. In the event of such notice, negotiations regarding such new agreement shall commence immediately.

2. In the event that negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
ON THE ABOVE DAY AND DATE.

FOR THE ASSOCIATION

Louis K. Rogers.  
President

John S. Yancy  
Vice President

Richard Blundell  
Secretary-Treasurer

Paul H. ...  
Labor Council Michigan Fraternal  
Order of Police

CITY OF PLEASANT RIDGE

Thomas A. Latta  
Thomas A. Latta, Mayor

ATTEST:

Barbara E. Joumas  
Barbara E. Joumas, City Clerk

APPROVED AS TO SUBSTANCE:

Bernard Guida  
Bernard Guida, City Manager

APPROVED AS TO FORM:

Donald H. Gillis  
Donald H. Gillis, City Attorney

Letter of Agreement between the City of Pleasant Ridge and the Pleasant Ridge Police Officers Association represented by the Labor Council Michigan Fraternal Order of Police.

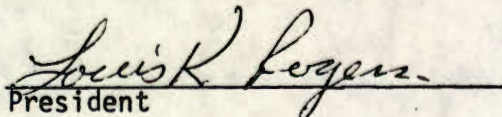
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The purpose of this letter of Agreement is to establish guidelines on permitting access to assistance to a Police Officer involved in a shooting while on duty.

In the event of a shooting while on duty, the City of Pleasant Ridge will immediately permit the officer to contact the appropriate firm or agency to obtain psychological counseling (if desired) during the shift in which such shooting occurred. Should the officer wish to avail himself of this psychological counseling, the City shall process the proper forms for a Workers Compensation claim within 24 hours of the incident. The City shall not incur any obligation for costs under this program and the officer shall not incur any detriment for such first counseling session. A department command officer shall also debrief the officer to permit the officer's feelings to be heard and to deal with moral, ethical and/or psychological effects of the incident. This debriefing will be confidential and will take place before the end of the officer's shift. In the event additional counseling is necessary, the counselor must submit a report to the City detailing such a need along with related details.


Beyond the first counseling session, the standard contract provisions between the City of Pleasant Ridge and the Pleasant Ridge Police Officers Association shall prevail; for example, any such additional counseling sessions that require additional time off during the officer's regularly scheduled shift shall be charged against the officer's leave banks.

Pleasant Ridge Police Officers  
Association

  
President

  
Union Representative

City of Pleasant Ridge

  
Bernard Guida, City Manager