

4/30/90

AGREEMENT

BETWEEN

THE CITY OF THREE RIVERS, MICHIGAN

AND

LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE, THREE RIVERS  
DIVISION

MAY 1, 1987, THROUGH APRIL 30, 1990

DETECTIVE/SERGEANT, SERGEANT, AND DETECTIVE COMMAND UNIT

THREE RIVERS POLICE DEPARTMENT

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Three Rivers, City of*

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## AGREEMENT

This Agreement, effective this first day of May, 1987, by and between the City of Three Rivers, located at Three Rivers, Michigan, hereinafter referred to as the "City" or "Employer," and the Labor Council, Michigan Fraternal Order of Police, located at 6735 Telegraph Road, Suite 395, Birmingham, Michigan, hereinafter referred to as the "Union."

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining an uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

### ARTICLE I

#### MANAGEMENT PREROGATIVES

Except when limited by the express provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management, which shall include, but not be limited to, the right to hire new employees, direct the working force, to discipline, suspend, discharge for cause, transfer or layoff

employees, require employees to observe and comply with City and departmental rules and regulations, to determine the services to be provided to the public, the type and locations of work assignments, classifications, schedules of work, work standards, and the methods, processes and procedures by which such work is to be performed.

## ARTICLE II

### UNION RECOGNITION

Section 1. The Employer recognizes and acknowledges that the Union is the representative in collective bargaining with the Employer of the Employees in the following unit:

All Full-time Detective/Sergeants, Sergeants, and Detectives but Excluding Patrol Officers, Dispatchers, Senior Dispatcher, Police Chief and Other Supervisors.

Section 2. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that employees covered by this agreement shall either become Union members as described in subparagraph (a) below, or shall pay an agency fee to the Union as described in subparagraph (b) below.

(a) Employees who choose to become Union members shall, as a condition of employment, beginning 31 days from their date of hire, or the effective date of this amendment, whichever is later, be required to pay the Union for the duration of the Agreement, the uniform dues, initiation fees, and assessments hereafter levied by the Union of all members.

(b) Any employee who chooses not to become a member of the Union shall, as a condition of employment, within 31 days from his

date of hire, or on the effective date of this amendment, whichever is later, be required to pay to the Union a representation fee to be established by the Union in accordance with applicable law and certified to the City by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues and for each month thereafter, in an amount equal to the regular and usual monthly dues.

(c) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their memberships in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(d) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of Fraternal Order of Police Labor Council and pay such amount deducted to said Fraternal Order of Police Labor Council provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Amount of dues and the initiation fee will be certified to the Employer by the Secretary-Treasurer of the Union.

Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their pay checks.

Where an employee on check-off is not on the payroll during the week in which deduction is to be made, or has no earnings, or insufficient earnings, during the week, or is on a leave of absence, double deductions will be made the following months.

Section 3. If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement. The Union agrees to hold the Employer harmless in any action arising out of and pursuant to the provisions of this Article.

Section 4. The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any employee in the unit because of his race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee in the unit because of his membership or non-membership in the Union.

### ARTICLE III

#### UNION ACTIVITIES

Section 1. All employees and regular members of the Union, and the lawful representatives of the Union, shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining, or for the mutual aid and protection of the Union and its members, and to express or communicate any lawful view, grievance, complaint, or opinion related to any conditions of employment, free from any restraint, interference, coercion, discrimination or reprisal, or the threat thereof, providing grievance procedures in Article VIII are followed:

The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, and except for discussions of contract interpretation and grievances as herein provided for, employees in the unit shall not be permitted to engage in Union activity during working hours.

Section 2. Bargaining and Grievance Time.

A. Members of the Union shall be afforded time during regular working hours, without loss of pay, to participate in collective bargaining or negotiations, and grievance procedures, provided that they have the prior approval of the Chief of Police.

B. Collective bargaining by the Union shall be done by the certified bargaining agents. The number of Union members on the Union Bargaining Committee participating in any negotiating session shall normally not exceed three (3). Members of the Union Bargaining Committee shall be paid their regular pay for the time lost during their regularly scheduled working hours at their regular rate of pay, but in no event will more than three (3) members of the Bargaining Committee be paid for participation in any one negotiating session.

C. Grievance may be handled by a Union Grievance Committee. The number of members of the Union Grievance Committee participating in the processing or hearing of any grievance shall normally not exceed three (3) including the aggrieved employee. Members of the Union Grievance Committee engaged in the processing or hearing of any grievance during their regularly scheduled working hours shall be paid for such time lost at their regular rate of pay, but in no event will more than three (3) members of the Union Grievance Committee be paid for participation in any one session.



## ARTICLE IV

### PROBATIONARY EMPLOYEES AND WORK BY NON-UNION EMPLOYEES

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month trial basis, during which period he/she may be discharged without recourse to the grievance procedure. No such discipline shall be for the purpose of interfering with employee's rights under Article II, Section 2 (c). Upon satisfactory completion of the twelve (12) month probationary period, the employee shall be placed on the regular list as of date of hire. In case of discipline, the Employer shall notify the Local Union in writing.

Section 2. Certified Police Department Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement, but in the event that such work by non-unit employees shall be at a time when there is a layoff of employees covered by this Agreement, the Employer shall meet with the Union, upon request, before it directs such non-unit employees to perform such unit work.

## ARTICLE V

### UNION MEETINGS

The union may be permitted to schedule meetings on Police Department property so long as such meetings are not disruptive of the duties of employees of the Police Department or the efficient operation of the department, and provided further that prior approval for such meeting is received from the Chief of Police.

## ARTICLE VI

### EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE VII

### LAYOFFS

Section 1. In reducing the work force because of lack of work or other legitimate cause, employees will be laid off in inverse ratio to their date of hire, the most recently hired being the first laid off, so long as this procedure is not in conflict, or illegal, according to Federal or State Laws, or court decisions. The term "Seniority" shall be interpreted to include the status of rank as well as length of service within the unit.

Section 2. Seniority as in Section 1 of this Article shall be broken only by discharge, failure to report for work for three (3) consecutive days without notifying the Employer, voluntary quit, or layoff for a period of eighteen (18) months.

Section 3. In the event of layoff, an employee so laid off shall be given one week (5 working days) notice of layoff and two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available to work at the end of said two (2) weeks, he shall be considered a "voluntary quit."

Section 4. The Steward shall be considered last for layoff, and first for rehire, providing he has the ability and qualifications.

Section 5. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, as is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate rights under this Agreement while working in a supervisory position, beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall be returned to the job classifications he held immediately prior to his promotion out of the unit, provided that there is a position open in that classification and the employee is still qualified to perform it, and he shall maintain the rights under this Agreement that he had at the time of his promotion. This shall not be construed to prevent the Employer from discharging or otherwise affecting the terms of employment of any person who is not in the unit.

Section 6. The Employer shall post a list of the employees arranged in order of their most recent date of hire. This list shall be posted in a conspicuous position at the place of employment.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

A grievance is an expressed violation of a specific article or section of the Agreement.

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any cessation of work through the use of any method of lockout.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. All complaints and grievances which an employee in the service may have because of any action affecting his status or conditions of employment may be handled in accordance with the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or both and his immediate supervisor. Grievances must be presented at Step 1 not later than five (5) working days after the facts giving rise to the grievance occurred. The Employer shall not be required to answer any grievance which does not meet this time limitation. If the Employer's answer at Step 1 is not made at the conference, the Employer shall respond to the grievance within five (5) working days of the conference.

Step 2. Grievances not settled in Step 1 shall be presented in writing to the Chief of Police. The employee may appear before the Chief of Police in his own behalf and with his Steward if desired. It shall be the responsibility of the aggrieved employee to reduce any grievance to writing on a grievance form provided by the Union. The Employer shall not be required to answer a grievance if it has not been presented in writing at this Step. In cases of discharge or suspension, the employee aggrieved shall proceed with his grievance directly to Step 3 by filing a written grievance within five (5) working days of the notification of discharge or suspension.

The Chief of Police shall write his disposition of the grievance on all copies of the form and return the Union's copy to the employee, or his designated representative, within five (5) working days after it is presented to him.

Step 3. If not settled at Step 2, the grievance forms shall be directed to the City Manager who shall have five (5) working days in which to write his disposition of the matter with reasons therefor.

Step 4. Arbitration. If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association or Federal Mediation and Conciliation Service.

1) The Arbitrator shall be empowered to rule only on those grievances which are properly submitted through the grievance procedure.

2) He shall not add to, detract from, ignore, or change any of the terms of this Agreement.

3) Back pay shall be limited to the amount of the base wage the employee would have earned less any amount received by him from other employment, or unemployment compensation which he is permitted to retain.

4) It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible. The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

5) The parties agree that the arbitration shall be conducted in accordance with the then applicable rules of the American Arbitration Association.

6) Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

7) The withdrawal or settlement of grievances by the Union, and the settlement of grievances by the Union, and the settlement of grievances by the Employer, shall not be binding as precedent for future grievances.

8) The Arbitration Association's administrative fee, if any, and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

Section 3. If the Employer's representative at Steps One, Two, or Three fails to provide an answer to a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step. The Employer, however, recognizes its good faith obligation to answer a grievance at each Step of the grievance procedure.

Failure of the Union to take the grievance to the next Step within three (3) working days after disposition by the Employer at the prior Step shall result in the settlement of the grievance on the basis of the Employer's disposition at the prior step, except that where the next Step would be Step 4, the Union shall have thirty (30) calendar days.

Section 4. "Working days" as used in this Article and in Article VII shall include the weekdays Monday through Friday only. Time limits at any step of the grievance procedure may be extended only by mutual written agreement signed by both the Employer and the Union.

Section 5. It is further agreed that in all cases of unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during such unauthorized work stoppage shall have the sole and complete right of discipline including discharge.

## ARTICLE IX

### DISCHARGE AND SUSPENSION

Section 1. The Union and Employer subscribe to the Doctrine of Progressive Discipline. For the purpose of this Agreement, "Progressive Discipline" shall be defined as the Employer's prerogative to

discipline for just cause according to the relative seriousness of the alleged infraction. In the event an employee in the unit who has completed his probationary period shall be suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager or his designate as provided in Step 3 of the grievance procedure.

(a) The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying in the suspension or discharge.

(b) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and surrounding circumstances, and such filing shall further constitute a release of the Employer from any and all liability by reason of such disclosure.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or non-compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay but not including any overtime lost, at the time of such discharge or the start of such suspension, less any compensation he may have earned at other employment during such period. The Employer



may satisfy a back-pay award, in whole or in part, by making payments to the Michigan Employment Security Commission of the wrongfully discharged employee's account, to the extent necessary to reimburse the Michigan Employment Security Commission for benefits which the employee would be required to repay because of the back pay award.

Section 3. The Employer and Union agree that all infractions or violations of department rules shall be promptly brought to the attention of the involved employee and shall not be allowed to accumulate without comment, for future action.

## ARTICLE X

### STEWARDS

The Employer recognizes the right of the Local Union membership to elect one Job Steward and one alternate. The authority of the Job Steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement; and
2. The collection of dues when authorized by appropriate Local Union action.

The Job Steward and alternate have no authority to take strike action; or any other action interrupting the Employer's operations except as authorized by official action of the Local Union. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. If the nature of the grievance

process requires that the Steward process it during his regular working hours, the Steward shall be given permission to use a reasonable time to process a grievance without the loss of time or pay.

The privileges of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards will perform their regular assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. To be effective, permission for time to exercise his grievance function must be granted on the shift during which such time as required. In cases of discharge and suspension, the employee grieved may request the presence of the Steward before being ordered off the property unless the employee's continued presence on the City's property may create a threat of harm to person or property, or unless there is not a Steward then available.

## ARTICLE XI

### HOURS OF EMPLOYMENT, OVERTIME AND CALL-IN PAY

Section 1. The regular work day is established as eight (8) hours per day, and the regular work week is established as an average of eighty (80) hours in a bi-weekly period. The regular work shift shall commence at 7:30 a.m. and end at 3:30 p.m., 3:30 p.m. and end at 11:30 p.m., and 11:30 p.m. and end at 7:30 a.m. The Employer may deviate from the above in the event of economic hardship. However, it is not the intent of this Article to change the above shifts for the purpose of circumventing overtime. This shall not be construed to be the guarantee of hours per day or per week.

Section 2. All employees who work over eight (8) hours in one day or more than an average of eighty (80) hours in a bi-weekly period shall be compensated for all hours worked in excess of those eight (8) hours or eighty (80) hours at the rate of time and one-half (1 1/2) of the said employee's regular hourly pay. A day shall be defined as beginning with the employee's first shift. The City shall have the right to require the acceptance of reasonable assignments of overtime work, and such reasonable assignment shall be performed by the employee unless excused for good cause by his supervisor. Failure of the employee to abide by the above provisions shall subject him to disciplinary action. Overtime shall be offered on a rotating basis, if in the opinion of the Employer it is practical to do so. The Employer will provide an up-to-date overtime list each month, with the accumulation totals for each employee, to be posted on the Union bulletin board.

Section 3. All employees covered by this Agreement who are called in and report for duty outside of their regularly scheduled shift shall be compensated for a minimum of three (3) hours at the rate of time and one-half (1 1/2) of the employee's regular hourly rate, unless the employee is called in within a period less than three (3) hours prior to the commencement of his scheduled shift in which case he shall be compensated for the time actually called in advance of reporting for his regular scheduled shift.

Section 4. Court Time. All employees who must appear in court during off-duty hours, as a result of their employment, shall be paid a minimum of three (3) hours at time and one-half (1 1/2) unless the

time spent in court is within three (3) hours prior to their scheduled tour of duty. If directly before the regular scheduled shift, time and one-half (1 1/2) will be paid only for the time spent prior to except that if the time spent exceeds three (3) hours, the employee shall be paid for actual time spent.

Section 5. All employees shall be eligible for shift preference by seniority as contained within this Section. Nothing contained herein shall be deemed to limit or modify any Section of Article XI.

A. All employees shall exercise their preference for shift by seniority according to the following schedule:

Bidding Period: Employees shall bid for their shift schedule preference thirty (30) days prior to the shift schedule ending closest to July 1, November 1, and March 1. (Example: Schedule ending on June 28, bids must be submitted before May 29, etc.)

New work schedule periods shall begin on the date nearest to July 1, November 1, and March 1.

The schedule as contained herein shall remain intact as far as practicable. However, if necessary, the schedule may be modified to coincide with bi-weekly periods so as not to hinder the effective operation of the City.

B. All employees shall submit to the Employer on a form supplied by the Union their first choice of shifts and their second choice of shifts. The employee shall sign the requested form.

C. Employee shift preferences shall be granted by the Employer solely on the basis of seniority except that said preference shall not interfere with the effective operation of the Police Department.

D. All shift assignments shall be made by the Chief of Police according to seniority. Whenever possible, the Chief shall grant the employee's first choice of shift. In the event all shift assignments cannot be made by granting the employee's first or second choice of shift, the least senior employee shall fill the vacant shift assignments.

E. Shift assignments may be changed for short periods of time to facilitate the needs of the employees or the Department caused by emergencies requiring the mobilization of the entire department, vacations, sick leave, temporary shortages of personnel, scheduled events such as parades, carnivals, homecoming or for collective and/or individual problems providing no change of regular shift assignment is made for longer than one 28-day schedule, each twelve (12) months per employee.

Any other shift assignment change shall be made for no more than two (2) work days.

## ARTICLE XII

### LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article VIII of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE XIII

### GENERAL

Section 1. Authorized representatives of the Union shall, with permission of the Chief of Police, be permitted, not to exceed a reasonable time set by the Chief, to visit the operation of the Employer during working hours to talk with the Steward and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. The Union shall have the right to examine true copies of time sheets or true copies of other records, pertaining to the computation of compensation of any employee whose pay is in dispute, but only with the employee's consent, and at the convenience of the Employer.

Section 3. The Employer shall provide the bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose. Paychecks for the midnight and afternoon shifts will normally be available by 7:00 a.m. on pay day.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. The Employer will supply uniforms for all department personnel.

(a) The present policy of the City paying for clothing, and shoes, that are obtained by officers on a purchase order will be continued, and will include desk personnel.

(b) The present policy of the City paying for the rubber goods of the officers shall be continued, providing that used goods are returned to the City. The rubber goods are boots, rubbers, and rain coats.

Section 6. The Employer will provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the lawful performance of his duties and responsibilities, pursuant to City Commission Resolution 63-86.

Section 7. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Police Steward for the Union, and the Employer or his representative.

Section 8. Employees attending schools or in-service training classes shall not be required to attend if working midnights unless classes are scheduled after 3:00 p.m. Transportation, meals, and other reasonable expenses approved by Employer, Chief of Police, or his designee shall be reimbursed to the employee. If transportation is not available, the City will pay said employee mileage allowance at the rate determined by the City Commission. For any schooling or in-service training assigned by the administration occurring on leave day or off-duty time, the employee will be paid straight time for all time spent in such schooling or training. Each member of the bargaining unit will be guaranteed a minimum of forty (40) hours of training each year.

Section 9. Any permanent classification vacancy can be filled by an "acting" appointee, provided the vacancy is posted immediately and provided it is filled as expeditiously as possible after posting.

Due consideration will be given the most senior employee in the next lower classification if qualified, in making said "acting" appointment.

Section 10. The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individuals will not be opened for inspections except with the permission of and in the presence of the employee or his designated representative or Steward, or by court orders.

Section 11. If the Employer opens additional divisions of employment within the department, the employee's work assignment, seniority, and classification are subject to negotiation with the Union.

Section 12. An employee within the unit may bid on an open job within the Three Rivers Police Department. In the event that two (2) or more employees who are qualified bid on the same job, the job shall be awarded to the most qualified employee taking into account his skills, abilities, experience, and education. In the event that two (2) or more employees have relatively equal qualifications, the job shall be given to the employee having the most seniority. The City retains the right to hire a new employee from outside the City unless current employees with the appropriate qualifications have bid for the position. This procedure shall not apply to promotions to positions outside the unit.



Section 13. Exchange Days and Shifts. Officers shall be allowed to exchange days and shifts with notification to the Chief or the next senior officer in the absence of the Chief or when the Chief cannot be contacted. Any such exchanges shall not be used in computing overtime.

Section 14. Regular Work Schedules. Work schedules shall be posted ten (10) days in advance and shall cover at least a twenty-eight (28) day period.

Section 15. Employee's Personnel File. An employee's police personnel file shall be kept under the direct control of the Office of the Chief of Police.

1. The Chief shall not allow anyone other than the City Manager and Chief of Police to read, view, have a copy of, or in any other way peruse in whole or in part, an employee's police personnel file or any document which may become a part of his or her file.

Section 16. Police Department Personnel File. The Personnel Department files are separate and distinct from the Police personnel files. The information that shall be contained in the Personnel Department files are the application, personnel action forms, probationary period performance report, test results, letters of commendation and records. Any employee may review his own file at any time during the normal working hours of the Personnel Department. Access to this file is limited to the Personnel Director, Department Head, City Manager and the employee. Nothing in this Article shall be construed to prevent the use of documents contained in any personnel file in a hearing of any kind.

Section 17. Job Related Education. For regular full-time employees who have completed their probationary period, the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the employee must receive approval of the courses before enrollment, said course or courses must be job related or a course necessary to the achievement of a degree in police administration and must be successfully completed. The employee receiving tuition reimbursement must remain on the Three Rivers Police force, so long as the City wishes to retain his services, for a minimum of two (2) years following said reimbursement, or he shall refund to the City the amount of tuition reimbursement at the time he voluntarily leaves the City employ. The City may limit number of courses approved to not more than two (2) per year.

Section 18. Each employee who is regularly assigned to plain clothes duty shall receive a clothing allowance of two hundred fifty dollars (\$250) per year. Effective April 1, 1988, this allowance shall be three hundred dollars (\$300). Effective April 1, 1989, this allowance shall be three hundred fifty dollars (\$350). This allowance shall be paid in a lump sum by August 10 of each year.

Section 19. Bargaining Unit members required to fulfill the duties of a higher classification shall be paid one-half (1/2) the difference between their normal hourly wage and the normal hourly wage of the higher classification for all time spent in fulfilling those duties.

## ARTICLE XIV

### LEAVES OF ABSENCE

Section 1. Leave of absence without pay may be granted at the discretion of the Chief of Police and the City Manager.

Section 2.

A. In no cases, except military service, shall the leave be greater than six (6) months, although extension may be granted at the expiration of leave. Leave without pay will be granted only upon formal application in writing, and this application shall state the reason for requesting the leave of absence.

B. An employee who, because of illness or accident, is physically or mentally unable to report for work shall be given a leave of absence, which after not more than six (6) months may be extended at three (3) month intervals, or for the duration of such disability, provided the Chief is promptly notified of the necessity thereof, and provided further, that the Chief is supplied with a certification from a medical doctor of the necessity for the continuation of such absence when the same is requested by the Chief.

Section 3. The Employer agrees to grant time off without pay, not to exceed three (3) days in any one (1) calendar year, without discrimination or loss of rights, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided seven (7) days written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men designated in order that there shall be no disruption of the Employer's operations due to lack of available employees or the

creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 4. A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

Section 5. Any member of the bargaining unit required to report for jury service shall suffer no loss of pay, but will be paid the difference between jury pay and their regular pay. If serving on a jury will adversely affect the delivery of services to the public, the department head or City Manager may seek exemption from such service by the employee.

## ARTICLE XV

### HOLIDAYS

Section 1. All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees who are on duty on a holiday will be paid two (2) times their current rate in addition to their regular pay at the end of the pay period in which the holiday falls. Employees who have a scheduled day off on a holiday will receive eight (8) hours straight time pay for the holiday, in addition to their regular pay. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work his regularly scheduled day before and day after said holiday, unless upon an absence approved by Chief of Police or City Manager.

Holiday pay will be paid at the rate of two (2) times the current rate for those hours worked from 23:30 hours on the day before the holiday through 23:30 on the day of the holiday. Each employee working on a holiday will receive one (1) days pay at their regular rate in addition to the holiday pay.

The following legal holidays will be observed by all Police employees:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
President's Day	Employee's Birthday
Good Friday	New Year's Eve
Labor Day	

Section 2. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each holiday.

Section 3. Employees who are scheduled to work a holiday will be scheduled for eight (8) hours.

Employees who are not otherwise scheduled to work on any of the above holidays, but are called in to work shall receive one (1) additional pass day. Employees' schedules shall not be changed to facilitate the avoidance of payment of holiday pay.

## ARTICLE XVI

### VACATIONS

Section 1. Vacations will be determined on a calendar year basis. Every full-time employee shall be credited with a vacation on January 1st of each year according to his length of continuous service as of January 1 as provided on the following schedule:

Less than one (1) year	Vacation pro-rated up to 10 paid days
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years and thereafter	20 days

An employee who reaches this 5th or 10th anniversary during a calendar year shall be treated for the purposes of vacation as if he had his anniversary on January 1 of that year.

Section 2. To be eligible for full vacation pay, an employee must have been a full-time employee and received pay during all available working hours during the previous calendar year, or have received a paid leave during any period of leave. If an employee has any unpaid leave during the previous calendar year, his vacation period and pay shall be pro-rated according to the following rules:

1. If an employee is a probationer or has less than five (5) years of service, his vacation will be pro-rated at one (1) day of vacation per full month of service in the prior calendar year up to ten (10) days.

2. If an employee has five (5) but less than ten (10) years of service, his vacation will be pro-rated at 1 1/4 days of vacation per full month of service in the prior calendar year up to fifteen (15) days.

3. If an employee has ten (10) or more years of service, his vacation will be pro-rated at two (2) days of vacation per full month of service up to 20 days.

An employee who loses time due to on-the-job disability, not exceeding one (1) year shall receive his vacation as though the time was worked, if he qualifies physically and returns to full-time employment in the unit.

An employee who is still on his one (1) year of probation as of January 1 will be credited with a pro-rated vacation as provided above; however, no such employee is eligible to take that vacation until he has successfully completed his probationary period.

Section 3. Vacations will be scheduled by the City as approved by the Chief of Police. Employees shall bid for available vacation time by: (1) rank and (2) seniority between January 1 and April 1. The senior ranking officer shall bid first with all other officers like rank bidding in declining order based on seniority. Subordinate ranks shall bid in like order.

Vacation time will be bid in blocks of not greater than ten (10) days and not less than five (5) days unless an exception is granted by the Chief or his designee. All officers shall bid their first preference for days in descending order of rank and seniority. After each officer has selected one block of vacation, personnel with additional accrued vacation may again bid on the same basis of rank and seniority until all vacation days are allocated.

Section 4. Vacations may not be accumulated from year to year provided, however, that if an employee does not take his vacation during the year, he may be permitted to carry over his unused vacation time to the next year, upon prior approval by the Chief of Police or City Manager. All employees shall be entitled to carry over vacation time, not to exceed 5 days per year, for good cause as approved by the Employer.

Section 5. In case of retirement, resignation, or death of an employee, he or his estate will be paid for all vacation days which have been accumulated to his credit.

## ARTICLE XVII

### SICK LEAVE

Section 1. All employees shall receive nine (9) days of sick leave on July 1 of each year, said days to be accumulative up to a maximum of two hundred sixteen (216) hours. Up to three (3) of the sick leave days may be used for personal business each year, however, if not used for personal business they shall accumulate.

Section 2. Sick leave banks currently in excess of two hundred sixteen (216) hours shall be capped at their respective levels as of the ratification of this Agreement without further accruals.

Section 3. Sick leave shall be available for use by employees for the following purposes:

a. Personal illness or incapacity over which the employee has no reasonable control.

b. Physical examinations, medical, dental, or other health treatments which cannot be scheduled outside of the employee's scheduled work time, provided such use of sick leave shall not be taken in not less than one (1) hour increments.

c. Up to three (3) personal business days per year, provided that the employee is a permanent, full-time employee who has completed the probationary period, and provided further that the employee requests the leave at least three (3) regularly scheduled shift days in advance of the requested time off. Personal leave days shall not be taken by more than one (1) employee at a time and may not be used on the eve of a holiday. In cases where more than one (1) employee requests personal leave for the same period, the first request shall be honored except in cases of emergency.



Section 4. Recognized holidays falling within a period of sick leave use shall not be counted as sick days.

Section 5. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the City Manager or Chief of Police.

Section 6.

a. The Employer agrees to pay the difference between Workers' Compensation and full rate of base pay for 6 weeks per incident for duty-related injury.

b. A regular employee, who suffers injury after the sixth week compensatory under the Workers' Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted proportionately from the accumulated sick leave.

c. When sick leave credits are exhausted, the employee will remain on Workers' Compensation until its benefits are exhausted.

Section 7. Employees will be required to submit a report from a doctor, upon request from Police Chief or City Manager following an illness or injury indicating that he/she is physically able to do work available, prior to his/her return to active work.

Section 8. One hundred percent (100%) of accrued sick leave will be paid out to employees upon death or retirement at the rate of pay of the last day of employment. Accrued sick leave will be paid to voluntary terminated employees at a rate of fifty percent (50%) of their rate of pay of the last day of employment, up to thirty (30) days of accumulated sick leave.

Section 9. The Employer agrees to a fifty percent (50%) payout at current salary base rate of unused portion of current year's nine (9) day seventy-two (72) hour accumulative sick leave allowance. Payment will be made on the second pay day of August 1987 and each August thereafter. This payout shall be at the employee's discretion.

#### ARTICLE XVIII

##### LONGEVITY PAY

All regular, full-time employees in the active service of the Employer as of December 1 of any year shall be eligible to receive longevity pay for length of continuous service with the Employer as provided in this Article. The amounts of longevity pay shall depend on the length of continued service since the employee's last date of hire, according to this schedule:

After five (5) years of continuous service	-- 1% of base salary
After ten (10) years of continuous service	-- 2% of base salary
After fifteen (15) years of continuous service	-- 3% of base salary

Longevity payments shall be made on the first pay day in December. However, employees leaving the employ of the City of Three Rivers prior to December 1 of any year shall receive longevity pay on a pro-rata basis.

#### ARTICLE XIX

##### SAFETY, HEALTH, WELFARE, AND REPORTS

Section 1. The Employer will continue the objective of eliminating accidents and health hazards. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2. The Employer shall first consider the personal safety of the employees in establishing operations procedures.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the remainder of his regular shift for that day.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. Refusal to operate such equipment shall not be grounds for discipline, unless the refusal was unjustified under the circumstances, or unless the refusal was not made because of the condition of the equipment. The determination of "safe operating condition" shall be made by the Police Chief or Shift Supervisory Officer.

Section 5. Any employee involved in any accident shall immediately (and not later than the end of his shift) report said accident and any physical injury sustained. The employee shall make out the report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Police Chief or Supervisory Officer.

Section 7. The Employer will make every effort to provide no fewer than two (2) officers on each shift of which at least (1) will be back-up to the Patrol Officer.

Section 8. In the event the employee is involved in the use of fatal force, the employee will be allowed two (2) days off with pay immediately following the incident. Additional time off may be granted by approval of the Chief of Police.

## ARTICLE XX

### DEPARTMENT EQUIPMENT

Section 1. Proper equipment, helmets, nightsticks, flashlights, batteries, first aid kits, shotguns, handguns, practice ammunition, gun belt, uniform brass, and ammunition shall be made available to all employees on duty when authorized by the Police Chief. The Employer will provide each marked unit with cold weather gloves or mittens and leggings for cold weather use.

Section 2. There shall be an allowance for cleaning of department employees uniforms. The allowance shall be \$275 per year payable in a lump sum as of the 10th day of August.

Section 3. The Employer shall provide a place for firearms qualification and establish a shooting schedule for all employees.

Section 4. Employees must qualify once yearly.

Section 5. All employees must attend at least one (1) familiarization shoot per year, plus the qualifications shoot.

## ARTICLE XXI

### COURT AND FUNERAL LEAVE

Section 1. Any employee subpoenaed as a result of an accident occurring while the employee was on duty shall suffer no loss of pay while attending court while on duty.

Section 2. Employees will be granted, as needed, up to three (3) working days for leave for death in the immediate family, plus up to two (2) additional days if funeral is over 500 miles away, without loss of pay. The following relatives of the employee shall be considered his immediate family: his current spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-child, step-parents, and grand parents-in-law. To be eligible for funeral leave, the employee must attend the funeral. Additional funeral leave may be granted without pay for good cause shown.

Funeral leave is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted, and pay therefor will be made only when the leave is requested and used consistent with this purpose.

## ARTICLE XXII

### WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for employees covered by this Agreement.

## ARTICLE XXIII

### INSURANCE

Section 1. The Employer shall pay the full premium for term life and A.D. & D. insurance policy for each employee covered by this Agreement in an amount equal to one and one-half (1 1/2) times the employee's base salary with a minimum of \$15,000.

Section 2. The Employer agrees to provide group health insurance for each employee and his family, including hospitalization, master medical, vision, hearing, \$3.00 co-pay drug rider and dental which provides Class I Benefits, Class II Benefits, and Class III Benefits.

Section 3. The Employer agrees, for the duration of this Agreement, to provide a minimum of \$300,000 per incident, \$500,000 aggregated of False Arrest Insurance with an insurance carrier or carriers authorized to transact business in the State of Michigan.

Section 4. The Employer agrees to provide weekly income benefit insurance for each employee. Should an employee be unable to work due to accident or illness (not subject to Workers' Compensation benefits), such insurance shall provide from the first (1st) calendar day of accident, or eighth (8th) calendar day of sickness, income benefits equivalent to seventy percent (70%) of employee's regular base salary rate and are payable for a maximum period of twenty-six (26) weeks for any one (1) occurrence.

Section 5. All insurance provided for by the Employer in Sections 1, 2, 3, and 4 above, shall be with such company and upon such terms as the City may from time to time determine.

#### **ARTICLE XXIV**

#### **SOCIAL SECURITY**

All employees permitted by Federal Law shall contribute to and participate in the benefits of Federal Social Security as provided by law. The City will fulfill all of its obligations toward Social Security as provided by law.

**ARTICLE XXV**

**RETIREMENT SYSTEM**

The Employer agrees to provide for the employees, effective April 1, 1987, the Retirement Benefit Plan B-2 with the Section 47F waiver as provided by the Michigan Municipal Employees Retirement System. Said B-2 plan shall provide 2% of the member's credited service with no Social Security offset as provided under the M.E.R.S. B-2 Plan as of May 1, 1987.

**ARTICLE XXVI**

**PAY PLAN AND CLASSIFICATIONS**

<u>Class</u>	<u>7/1/87</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>1/1/90</u>
Detective/Sergeant	\$25,473	\$26,492	\$27,022	\$27,562
Sergeant	25,038	26,040	26,651	27,092
Detective	25,038	26,040	26,561	27,092

**ARTICLE XXVII**

**SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees, if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract.

## ARTICLE XXVIII

### SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

## ARTICLE XXIX

### DURATION OF AGREEMENT AND RE-OPENING

Section 1. Duration. Except as hereinafter provided, this Agreement shall remain in full force and effect up to and including April 30, 1990, and from year to year thereafter unless either party serves notice in writing upon the other not later than January 15, 1990, or January 15 of any subsequent year, that it desires to terminate or modify this Agreement, in which event this Agreement will expire after that April 30, unless mutually extended by the parties during negotiations or unless it is modified and continued as a result of negotiations.

Section 2. Re-Opening. The parties understand that the Employer and the Police Department are engaged in a study of the operations of the department in cooperation with the Criminal Justice Department of Michigan State University, which study may result in



suggestions and/or recommendations to improve operational effectiveness and efficiency of the department. If the parties determine that any such suggestions and/or recommendations involve mandatory subjects of bargaining, as defined by the Michigan Employment Relations Commission, the parties agree to re-open the contract for the express purpose of negotiating changes in the Agreement upon twenty (20) calendar days prior written notice.

### ARTICLE XXX

#### OTHER CONDITIONS OF EMPLOYMENT

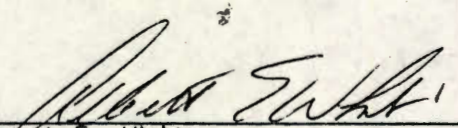
Section 1. The Employer agrees that all conditions of employment, relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in the Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Union that it deems a condition to exist, in which the Employer may unilaterally revoke or ratify said condition.

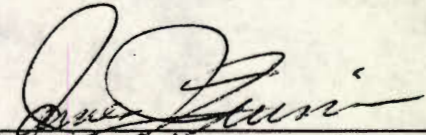
It is further understood that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

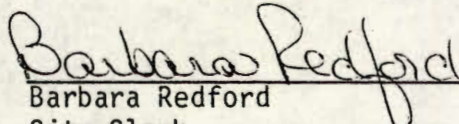
Approved and adopted this 7th day of April, 1987, by the  
City Commission of Three Rivers, Michigan, and Labor Council Michigan  
Fraternal Order of Police.

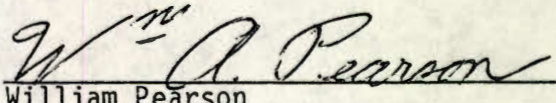
FOR THE CITY OF THREE RIVERS

FOR LABOR COUNCIL, MICHIGAN FRATERNAL  
ORDER OF POLICE, THREE RIVERS DIV.

  
\_\_\_\_\_  
Albert E. White  
Mayor

  
\_\_\_\_\_  
James J. Quinn  
Field Representative

  
\_\_\_\_\_  
Barbara Redford  
City Clerk

  
\_\_\_\_\_  
William Pearson  
Union Steward