

Village of Sparta

12/31/88

1/1/86-12/31/88

WITNESSETH

WHEREAS - the Village of Sparta and the Sparta Police Officers Association recognize their legal responsibilities under Federal, State and Local Laws relating to fair employment practices, NOW THEREFORE, the parties agree as follows:

Sparta, Village

MICHIGAN STATE UNIVERSITY
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

This Agreement is entered into this _____ day of _____
1986 to December 31, 1988, between the Village of Sparta,
hereinafter referred to as the "Employer" and the Sparta Police
Officers Association, hereinafter referred to as the "Association".
It is the intent and purpose of this Agreement to assure sound
and mutually beneficial working relationships between the parties
hereto, to provide an orderly and peaceful means of resolving
any misunderstandings or differences which may arise and to
set forth herein the basic agreement between the parties
concerning rates of pay, wages, hours of employment and
other conditions of employment.

ARTICLE I. RECOGNITION

Pursuant to and accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, the Employer recognizes the Association as the collective bargaining representative for those employees in the defined bargaining unit. The defined bargaining unit shall consist of all full-time employees employed in the Police Department of the Village of Sparta that are classified and occupying the position of Police Officer and Police Corporal.

ARTICLE II. COLLECTIVE BARGAINING COMMITTEE

The Employer agrees to recognize not more than two (2) uniformed Police Department employees including the President of the Association or his designated representative as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances as provided in the grievance procedure. Members of the collective bargaining committee shall also meet with Village officials for the purpose of negotiating. The Association may designate any permanent full-time employee with seniority employed as uniformed employees in the Police Department to the collective bargaining committee. The Association shall furnish the Employer in writing the names of its collective bargaining committee.

ARTICLE III. EMPLOYERS RIGHTS

The Employer of the Village of Sparta operations and direction of the working forces, including the right to employ, promote, demote, discipline and discharge employees for just cause is reserved to the Village, subject to only such limitations as are contained herein. The Employer agrees to deduct upon receipt of voluntary written authorization, which shall be irrevocable for a period of not more than one year, the initiation fee, dues and assessments from the pay of each Association member and an amount equal to the initiation fee, basic dues and assessments from the pay of each Association member. The amount to be deducted shall be the amount specified by the Association. Such amounts shall be certified to the Employer by the Association upon request by the Employer. The Association shall furnish the Village a list of members subject to dues deductions and amount of such deductions at the beginning of this Agreement and shall furnish the Village written documentation of subsequent changes in members subject to dues deduction and/or amounts of dues deductions throughout the term of this Agreement.

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance.

A. A grievance shall be a complaint by an employee, or the Association, concerning the application, interpretation or alleged violation of this Agreement.

Section 2. Procedure.

Step 1. If an employee has a grievance they may discuss it with the Chief within thirty(30) days after the employee knew or should have known of the facts giving rise to the grievance. The Chief shall give his answer within two(2) days. The employee may have a representative of the Collective Bargaining Committee present at any step of the grievance procedure.

Step 2. If the grievance is not resolved, a member of the Collective Bargaining Committee shall reduce the grievance to writing and present it to the Chief of Police within ten(10) days after answer in Step 1. The grievance shall be dated and signed by the aggrieved employee or their representative, and shall set forth the facts, including dates, and remedy desired. At the time it is submitted, it shall be dated and a written answer returned to the aggrieved employee within ten(10)days. A meeting may be arranged by the representative who signed the grievance, insofar as practical, and the Chief to discuss the grievance. The Chief will then answer the grievance in writing within ten(10) days from the meeting at which the grievance was discussed. If the answer of the Chief is not satisfactory to the Collective Bargaining Committee, the grievance may be appealed within ten(10) days to the Safety Committee in writing.

Step 3. A meeting between the Collective Bargaining Committee of the Association and the Safety Committee, or their designated representatives, will be arranged to discuss the grievance appealed. Said meeting is to be within fourteen(14) days from the date when received by the Safety Committee. The Safety Committee will answer the grievance within fourteen(14) days of the date of the meeting at which the grievance was discussed. In order for a decision to be binding at Step 3., it shall bear the signature of two(2) members of the Safety Committee. If not satisfactorily answered in Step 3., proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3., a demand for arbitration may be submitted in accordance with the procedures of the Federal Mediation and Conciliation Service within twenty(20) days after receipt of the Safety Committee's answer at Step 3.

An arbitrator shall be selected from a panel of seven(7) names submitted by the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee, employees, the Association and Employer.

The fees and expenses of the arbitrator shall be shared equally by the Association and Employer. The Employer shall, upon request, make employees who are on duty available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

ARTICLE V. TIME LIMITATIONS

Section 1. The Employer and Association mutually recognize that it is to the benefit of all parties and the citizens at large that grievances be resolved at the earliest possible time and at the lowest Step.

Section 2. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

ARTICLE VI. TIME COMPUTATION

Saturdays, Sundays and Holidays shall not be counted under the time procedures established in the grievance procedure.

ARTICLE VII. GRIEVANCE FORMS

The grievance forms shall be furnished by the Association with the agreement of the Employer.

ARTICLE VIII. RULES AND REGULATIONS

The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 3 within fifteen(15) days after the rules and regulations have been established and the Association has received written notice thereof.

ARTICLE IX. SPECIAL CONFERENCES

The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party, the written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussions shall be limited to matters set forth in the agenda.

ARTICLE X. MINIMUM STANDARDS

Minimum standards to become a police officer for the Village of Sparta, as adopted by the Village of Sparta on the 12th day of May 1975 and effective as of the 4th day of June 1975. Minimum standards adopted, the minimum employment standards for law enforcement officers as established and adopted by the Michigan Law Enforcement Officers Training Council in accordance with Act Number 203, Public Acts of 1965 are hereby adopted as follows:

1. Be a citizen of the United States.
2. Minimum age of twenty-one (21) years.
3. Graduation from high school or equivalent, equivalent defined as having attained a passing score on the general education development test indicating high school graduation level.
4. Fingerprinting of applicants with a search of Local, State and National fingerprint files to disclose any criminal record.
5. The applicant shall not have been convicted of any felony offense.
6. Good moral character as determined by a favorable report following a comprehensive background investigation covering school and employment records, home environment, personal traits and integrity. Consideration will be given to any and all law violations, including traffic and conservation law convictions as indication a lack of good character.
7. Acceptable physical, emotional and mental fitness as established by a licensed physician following examination to determine the applicant is free from any physical, emotional or mental condition, which might adversely affect his performance of duty as a police officer.
8. The trainee shall possess normal hearing and normal color vision. He shall be free from any impediments of the senses. He must possess normal visual functions and visual acuity in each eye correctable to 20/20. The trainee must be physically sound, well developed physically, with height and weight in relationship to each other and to age as indicated by accepted medical standards and in possession of his extremities. He shall be free from any physical defects, chronic diseases, organic or functional conditions or mental instabilities which may tend to impair efficient performance of duty or which might endanger the lives of others or himself if he lacks these qualifications.
9. A declaration of the applicant's medical history shall become part of the background investigation. The information shall be available to the examining physician.
10. An oral review shall be held by the hiring authority or his representative to determine the applicant's acceptability for a police officer position and to assess appearance, background and ability to communicate.
11. Recruitment and employment practices and standards shall be in compliance with existing Michigan statutes governing this activity.

ARTICLE XI. WORKING CONDITIONS

Section 1. Work Week. The work week shall consist of an average of forty (40) hours computed over a period of one calendar year.

Section 2. Work Day. The regular work day shall consist of eight (8) hours.

Section 3. It is recognized by the Village that such scheduling must not be arbitrary nor capricious, such as changing a members work schedule from day to day except during period of emergency.

Section 4. Payday shall be on Friday of each week.

Section 5. The Shift Hours and Work Schedules shall be determined by the Chief of Police.

Section 6. The shifts shall provide at least eight (8) hours off duty between shifts and twelve (12) hours notice shall be given prior to any change in shifts except in an emergency.

ARTICLE XII. OVERTIME

Section 1. Definition of Overtime. Any time worked in excess of forty (40) regular pay hours a week or eight (8) hours a shift shall be considered overtime.

Section 2. Call In Time. Employees called to work for emergencies will be guaranteed two (2) hours at the rate of time and one-half. Call in time shall begin at the time an employee is required to report in at the station and terminates as of the time he is able to leave the station.

Call in time shall be considered anytime other than within two (2) hours of a regular shift.

Section 3. Off Duty Court Time. Court time shall be paid at the rate of time and one-half.

Section 4. Temporary Vacancy on Shifts on the Regular Work Schedule.

Shall be open to the full time officers of the police department. First to the officer working the shift that is open, then it will be offered on a seniority basis, via the overtime list.

When a person takes, or is offered a shift, he will be restated to the bottom of the overtime list, which is kept by the Chief of Police, and will be available to the uniform officers.

If none of the full time officers do not want the open shifts, only then may these openings be offered to the reserve officers.

ARTICLE XIII. SENIORITY

Section 1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer

Commencing from his first date of hire, rank seniority shall mean the length of continuous service. Commencing from the date of the employee's service in his particular rank, seniority shall continue to accumulate during all approved leaves of absence. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 2. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their first date of hire.

If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed three (3) months, by giving written notice and reason therefor to the employee and the Association prior to the end of the original six (6) month period.

A probationary employee shall not be subject to this Agreement until they are a permanent employee.

Section 3. Seniority List. The Employer shall maintain a roster of employees arranged according to seniority, showing name, rank, position, range and step of the seniority date.

Section 4. Loss of Seniority and Termination of Employment.

An employee's seniority and employment with the Village shall terminate for the following reasons:

1. He resigns or quits.
2. He is discharged or terminated and not reinstated.
3. He retires or dies.
4. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser. Layoff time to be bridged continuous.
5. He is absent due to non-work related illness or injury for a period of one (1) year or the length of his acquired seniority at the time the absence began, whichever is less, (this subsection shall not be applied to automatically terminate a probationary employee who is absent due to non-work related illness or injury).
6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, unless otherwise excused.

ARTICLE XIV. HOLIDAY PAY

Section 1. There shall be eight (8) designated paid holidays. These holidays shall be as follows:

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Memorial Day
8. Employee's Birthday (Effective January 1, 1987)

There will be four (4) floating holidays in addition to the eight (8) designated holidays.

Section 2. When a holiday listed above is worked, it will be the officer's discretion to take that holiday at straight time or time and one-half. If taken a straight time, the officer will be granted a scheduled day off at straight time at the officer's request with the approval of the Chief.

Section 3. An employee not working the paid holiday will be paid at the rate of straight time.

Section 4. Holiday pay will be paid in the pay period in which the holiday falls.

Section 5. A holiday falling within an employee's paid sick leave, vacation period, or regular time off, shall not be charged against such sick leave, vacation period, or regular time off.

ARTICLE XV. VACATION TIME

Section 1. Paid vacation time shall be allotted as follows:

1. Five (5) working days after one (1) year of service.
2. Ten (10) working days after two (2) years of service.
3. Fifteen (15) working days after ten (10) years of service.
4. One (1) additional day for each full year of service after ten (10) years. May not exceed twenty (20) days.

Effective January 1, 1987:

4. One (1) additional day for each full year of service after ten (10) years. May not exceed twenty-two (22) days.

Section 2. No employee may choose to refuse to take a vacation and receive his vacation pay in lieu of vacation time off.

Section 3. Vacation time must be taken within the year it is earned. Selection of vacation will be based on seniority.

Section 4. Earned vacation pay shall be paid to an employee leaving the service of the Village of Sparta.

ARTICLE XVI. LONGEVITY PAY

Section 1. Longevity pay shall be based on the salary of the employee at the time he reaches longevity.

Section 2. Longevity shall be paid on the rate listed below:

- 2% from five (5) thru nine (9) years of service.
- 4% from ten (10) thru fourteen (14) years of service.
- 6% from fifteen (15) thru nineteen (19) years of service.
- 8% from twenty (20) thru twenty-four (24) years of service.
- 10% from twenty-five (25) years and over.

Section 3. Longevity to be paid pro-rated to each employee, to be based on 1977 base gross pay on their anniversary date until July 1978, then all employees will be paid longevity each July, first pay period based on previous years average base pay.

Section 4. Effective as of January 1, 1983 there will be no longevity pay for any new employee hired after this date. (Note: This will not affect any employee hired before this date and currently receiving longevity pay under provision Section 2. above.)

ARTICLE XVII. SICK DAYS

Section 1. It is agreed that an employee shall earn and be granted sick leave of absence as hereby set forth:

1. One (1) day of sick time is to be given per month for a total of twelve (12) sick days per year, accrued up to 120 days.
2. After 120 days, one-half (1/2) of unused sick days per year will be paid on the first payday of January, based on preceding December's base rate.
3. Upon an employee's retirement, the Village of Sparta shall pay him the cash equivalent of one day's pay at the employee's normal rate for fifty (50%) of the sick days accumulated, but not to exceed \$900.00. In case of death of an employee before retirement, the above amount will be paid to his spouse.
4. A sick day log will be kept by the Chief of Police and be available to the employee upon their request.
5. Doctors slip after three (3) days may be required.
6. Sick days shall be used only for illness, injury, except as defined in Article XVIII Section 2.

ARTICLE XVIII. FUNERAL LEAVE

Section 1. An employee shall be granted up to three (3) working days off, in the case of the death of a spouse, parent, parent-in-law, children, including an adopted child or step-child.

Section 2. An employee may be granted up to three (3) working days off in the case of the death of grandparents, brother or sister, but such time will be deducted or charged to an employee's sick days.

ARTICLE XIX. UNIFORM ALLOWANCE

Section 1. The uniforms are to be furnished to all full time officers.

Section 2. The uniforms furnished shall consist of long and short sleeve shirts, pants, tie, straw hat, felt hat, winter and summer coats, vest, cuff and shell cases, shoes or boots, pants belt, badges, miscellaneous collar pins, marksmen pins, service revolver, holster, shoulder patches, ammunition (to match the revolvers), flashlight and batteries.

Section 3. All of the above to be replaced by the Village when needed.

Section 4. All articles to be returned to the Village upon termination of employment.

Section 5. All service revolver and shotgun ammunition will be replaced by the Employer on a regular basis.

Section 6. No part of the police uniform shall be changed without the approval of the Village Council.

ARTICLE XX. LAYOFF AND RECALL

Section 1. All reductions in the work force shall be accomplished in the following manner:

1. Any layoff will start with the lowest seniority in the uniformed police department.
2. Employees who are laid off shall be recalled by inverse seniority.

Section 2. Recall Procedure. In the event of a layoff an employee to be recalled shall be given two (2) weeks notice of recall to work by registered mail to his last known address. In the event the employee fails to make himself available for work no later than two (2) weeks after he received or should have received notice of recall, he shall be presumed to have resigned and his name removed from the seniority list, provided, however, the Chief of Police may extend the time to report in extenuating circumstances. It shall be the laid off employees responsibility to keep a current address on file with the Chief of Police.

ARTICLE XXI. INSURANCES

Section 1. Pension(retirement). Five (5%) percent of the insurance is to be paid by the Village and three (3%) percent is to be paid by the employees. The Employer's five (5%) percent shall be based upon base pay. Effective January 1, 1985 the I. R. A. checks will be paid in one check.

Section 2. Group health insurance shall be paid in full by the Village of Sparta.

Section 3. Group life insurance shall be paid in full by the Village of Sparta.

Section 4. Village of Sparta shall furnish liability insurance for all officers in line of duty.

Section 5. The group life insurance policy to be paid in full by the Village of Sparta will be \$20,000 double indemnity.

ARTICLE XXII. RANK ADVANCEMENT

Section 1. Corporal shall have a minimum of four (4) years police experience within a police department.

Section 2. Sergeant shall have a minimum of six (6) years of police experience within a police department.

Section 3. Promotions within the police department may be from the full time sworn officers within the Sparta Police Department, if qualifications are met.

Section 4. If qualifications are equal between applicants, then seniority of the Sparta Police Department will prevail.

Section 5. Further qualifications to be discussed with the Chief of Police, Safety Committee, and Association.

ARTICLE XXIII. SAFETY CODE

Section 1. Shift officers may request whether to run one or two patrol cars with the permission of the Chief.

Section 2. Safety screens will be installed in the marked patrol units.

Section 3. Shotguns will be locked in the vehicle.

Section 4. At least two officers will be assigned to transport more than two prisoners if county vehicle is not available.

Section 5. No more than three prisoners will be transported by police patrol car at one time.

Section 6. A regular maintenance schedule will be set up on all of the police units and adhered to.

Section 7. All guns in the office and gun cabinet except ones worn by the officers on duty as officers shall be kept clean by the gun officer and unloaded.

Section 8. A spare (snubnose) revolver shall be furnished by the Village to be kept in the gun cabinet.

ARTICLE XXIV. MISCELLANEOUS

Section 1. Any person who has any relatives on the police department cannot be hired by the police department without Council approval.

Section 2. Officers who are required to drive their own automobiles in the performance of their duties shall receive nineteen (19) cents per mile.

Section 3. The parties agree that there shall be no requirement to live within the Village of Sparta.

Section 4. Receipt for all monies spent must be turned in and approved by the Chief of Police before payment.

ARTICLE XXV. WAGES

Effective 1-1-86

<u>Start</u>	30% below top paid Police Officer
<u>6 Months</u>	20% below top paid Police Officer
<u>1 Year</u>	10% below top paid Police Officer
<u>18 Months</u>	\$23,103

Effective 1-1-87

<u>Start</u>	30% below top paid Police Officer
<u>6 Months</u>	20% below top paid Police Officer
<u>1 Year</u>	10% below top paid Police Officer
<u>18 Months</u>	\$24,027

Effective 1-1-88

<u>Start</u>	30% below top paid Police Officer
<u>6 Months</u>	20% below top paid Police Officer
<u>1 Year</u>	10% below top paid Police Officer
<u>18 Months</u>	\$24,988

ARTICLE XXVI. CAPTIONS

The captions used in each Article of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

ARTICLE XXVII. SEPARABILITY CLAUSE

Any part of this Agreement which shall conflict with the applicable State or Federal Law, now or in the future, shall be null and void but only to the extent of the conflict. All other parts shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVIII. DURATION

This Agreement shall become retroactive as of the 1st day of January 1986, and shall remain in full force and effect through the 31st day of December 1988, thereafter unless either party hereto serves a written notice upon the other of at least ninety (90) days prior to the 31st day of December 1988, or ninety (90) days prior to the expiration on any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

ARTICLE XXIX. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Village will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement. No employee shall suffer in such benefits as a consequence of the execution of this Agreement.

+ *David Covert*
Village President

Daniel Samme
Association President

+ *Henry Benerwyk*
Safety Committee Chairperson

Association Secretary

Jul L. Main / FOP

+ *Doris M. Johnson*
Finance Committee Chairperson