

6/30/96

**AGREEMENT  
BETWEEN  
CITY OF REED CITY  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Reed City



**7-1-93 to 6-30-96**



CITY OF REED CITY  
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**AGREEMENT**

**Between**

**CITY OF REED CITY**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**Effective July 1, 1993 to June 30, 1996**



AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the City of Reed City, hereinafter referred to as the "Employer", and the Police Officers Association of Michigan, located at 28815 West Eight Mile Road, Livonia, Michigan, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE I  
RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan (POAM) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the unit of:

All full time officers of the City of Reed City (hereinafter called "unit"); excluding the Chief of Police, the sergeant and all other city employees.

A. Part-time employees shall not be used to displace regular employees or for the purposes of diminishing the staffing levels of the police department, except in the event of instances of prolonged illness, vacations, or extended periods of training.

1.2: The Union recognizes that, except as specifically limited by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of Reed City and the



employees therein are vested solely and exclusively in the Employer.

1.3: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or 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 or applicant for employment in the Unit because of his membership or non-membership in the Union.

1.4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees in the Unit shall not be permitted to engage in Union activity during working hours.

1.5: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for this Unit or make any agreement with any such group or organization for the purpose of undermining this Union.

## ARTICLE II REPRESENTATION

2.1: Stewards. The Employer recognizes the right of the Union membership to elect one job Steward from the Employer's seniority list. The authority of the job Steward so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The collection of dues when authorized by appropriate Union action.
- C. The transmission of such messages and information, which shall originate with, and are authorized by the Union, or its officers, provided such message and information;
  1. Have been reduced to writing, or
  2. If not reduced to writing, are of a routine nature and not involve work stoppage, slow-downs, or any other interference with the Employer's business.



2.2: Lost Time. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Chief of Police.

2.3: Union Access. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards and/or representatives of the Employer concerning matters covered by this Agreement. These visits shall not interfere with the reasonable operation of the Department.

2.4: Examination of Records. The Union shall have the right as outlined in the Freedom of Information Act to pursue and examine records pertaining to an employee who has a specific grievance, at reasonable times with employee consent.

### ARTICLE III UNION SECURITY

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

3.2: Union Membership. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

3.3: Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues.

3.4: Agency Shop. All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this



Agreement. For new employees, the payment shall start thirty-one (31) days following the date of employment.

3.5: If any provision in Section 3.1 - 3.4 are 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.

ARTICLE IV  
PAYROLL DEDUCTION OF DUES

4.1: Checkoff. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of all employees, all dues of the POAM, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payment to the Union. This may be done through the Steward of the Union.

- A. Amount of dues will be certified to the City by the Treasurer of the POAM.
- B. Monthly agency fees will be deducted by the City along with a list showing from whom such deductions have been made and transmitted to the Treasurer of the Union, 28815 West Eight Mile Road, Livonia, Michigan 48152, as prescribed above for the deduction and transmission of Union dues and initiation fees.

4.2: Hold Harmless. The Union agrees to indemnify and save harmless the Employer against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided by this Agreement.

ARTICLE V  
RIGHTS OF THE EMPLOYER

5.1: Management Rights. Except as specifically provided in this Agreement, there shall not be construed to be any limit to the right of the City to manage its business and to perform its regular and customary functions. Such functions shall include, but not be limited to, the management of the Department and the direction of the working force, including the right to hire, promote and demote, train, transfer, lay off, and schedule employees, discipline or discharge for just cause, assign the work to be performed, adopt, change and enforce rules of conduct, to determine the hours of work, to introduce new or improved methods and equipment.



The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. A written copy of any such rules shall be given to the Union and each employee.

ARTICLE VI  
GRIEVANCE AND ARBITRATION PROCEDURE

6.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee covered by this Agreement or the Union concerning the application and interpretation of this Agreement as written.

6.2: Grievance Procedure. All grievances shall be handled in the following manner:

- A. Step 1. Verbal. An employee with a grievance shall, within three (3) days of the occurrence of the discovery of the incident which gave rise to the grievance discuss it with the Chief or his designee with the object of resolving the matter informally. If requested by the employee, the employee's Union representative may be present. The Chief shall give the employee a verbal answer within twenty-four (24) hours after the complaint has been submitted to him.
- B. Step 2. Written. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union shall notify the Chief in writing, within three (3) days after receipt of the verbal First Step answer, of a desire to appeal the grievance. If such written request is made, the Chief and/or his designated representative shall meet with a representative designated by the Union within seven (7) days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union representative or the grievant shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Chief.
- C. If the steward is sick, on vacation, or in extended training, the time limits shall automatically be extended until the steward's return.



6.3: Arbitration Request. If the grievance is not satisfactorily resolved at Step 2, the Union may request arbitration by notifying the City Manager and Chief in writing within fifteen (15) days after receipt of the Employer's answer in Step 2. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

6.4: Selection of Arbitrator. If pursuant to the Grievance Procedure established in this Agreement a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select an arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking a name. The remaining name shall serve as the arbitrator. If FMCS no longer provides lists of arbitrators to the parties, then the parties will use the Michigan Employment Relations Commission (MERC). The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

6.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment to sustain, reverse or modify any alleged unjust discharge or discipline that may reach this stage of the grievance procedure. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.

6.6: Grievance Form. The grievance form shall be supplied by the Union.

6.7: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next Step by the Union. The time limits established herein may be extended by mutual agreement in writing.

6.8: Time Computation. Saturday, Sunday, and holidays recognized by this Agreement and by the Employer shall not be counted under the time procedures established in the Grievance Procedure.



6.9: Continuation of Arbitration Rights. At the expiration of the contract and until such time as the parties arrive at an amended, modified and/or replacement contract through negotiation or compulsory arbitration, the right to grieve and thereafter arbitrate grievances shall remain in full force and effect as if the grievance and arbitration thereof occurred during the effective date of the contract. This clause shall not operate to limit or otherwise restrict the right of the Association to negotiate and/or pursue in compulsory arbitration any issue pertaining to wages, hours or other terms and conditions of employment to the first day subsequent to expiration of the contract as specified by the effective dates and/or duration clause of the contract specified herein.

ARTICLE VII  
DISCIPLINARY PROCEDURE

7.1: Just Cause. The City shall not discharge or discipline a non-probationary employee except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges, however, that progressive discipline need not be utilized for major offenses. Progressive discipline shall follow the following guidelines:

- A. Verbal reprimand/warning followed up with a memo to the employee.
- B. Written reprimand/warning. Any written reprimand will be signed by the officer issuing it and signed by the person receiving it. If the receiving officer feels the reprimand is unjust, he may appeal it through the grievance procedure.
- C. More severe discipline.

7.2: Expedited Grievance. Should an employee who has been discharged or suspended for disciplinary reasons consider such discipline to be improper, any grievance must, within three (3) days of the date of suspension or discharge, be processed initially at Step 3 of the Grievance Procedure.

- A. The disciplined or discharged member shall not be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.



**ARTICLE VIII**  
**NO STRIKE - NO LOCKOUT**

8.1: No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises because of a labor dispute with the Employer.

8.2: Penalty. Any employee who violates the provisions of Section 8.1 shall be subject to discipline by the Employer, up to and including discharge.

8.3: No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the union and the employees it represents to refrain from the conduct prohibited by Section 8.1, agrees not to lock out any employees covered by this Agreement.

**ARTICLE IX**  
**SENIORITY**

9.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Reed City Police Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. City employees who transfer or promote into the bargaining unit shall:

- A. Start at bottom of seniority list;
- B. Start at wage called for in contract;

9.2: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, after which their seniority shall be as of their last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated at the Employer's discretion



without regard to this Agreement and without recourse to the Grievance and Arbitration Procedures.

9.3: Superseniority. The steward shall be granted superseniority for purposes of layoff and recall only, provided he has the ability, training, and qualifications to perform the remaining required work. This provision shall be limited to the current employee holding the position of steward.

9.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall end with the City in the Police Department for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated, unless overturned;
- C. He retires;
- D. He has been on layoff or sick leave of absence status for a period of time equal to his seniority at the time of his layoff or sick leave or eighteen (18) months, whichever is less;
- E. He is absent from work for two (2) consecutive working days without notifying the Chief, unless otherwise excused;
- F. He is convicted of a felony, drug offense, theft, OUIL/UBAL.
- G. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, or disciplinary suspension, unless otherwise excused;
- H. If following a layoff for lack of work or funds he fails or refuses to notify the Chief of his intention to restore to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his address on record with the employer or having notified the Chief of his return, fails to do so within ten (10) regularly scheduled working days.



Effective July 1, 1993 to June 30, 1996

ARTICLE X  
LAYOFF AND RECALL

10.1: Layoff. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any part time, temporary or irregular employees are serving in the same position in the Department.
- B. The first employee to be laid off shall be the probationary employee in the classification affected. The next employee will be the employee with the least seniority in the classification affected, provided, however, that the remaining senior employees have the experience, ability, and training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, ability, and training to perform the required work.

10.2: Notification of Layoff. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff if possible.

10.3: Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification or rank in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

10.4: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within five (5) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

ARTICLE XI  
LEAVES OF ABSENCE

11.1: Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to three (3) months leave of



absence without pay. A three (3) month's extension of the leave of absence may be granted at the option of the Police Chief and City Manager. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Police Department, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Police Chief. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the City Manager and Police Chief.

11.2: Union Leave. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee designated by the Union to attend a Labor Convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours 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 employees affected 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.

11.3: Funeral Leave. Employees will be paid for three (3) consecutive days absence in the case of a death in his/her immediate family. One (1) day must be used to attend the funeral. Immediate family means Father, Mother, Sister, Brother, Child, Wife, Husband, Mother-in-Law, Father-in-Law, Step-parent, Step-child, Step-brother, Step-sister, Grandson, Granddaughter, Grandmother, Grandfather, Brother-in-Law, Sister-in-Law, and dependents living at home. In the event more than three (3) consecutive days are needed for funeral leave, additional time may be taken by the employee with the approval of the Chief. Such time shall be deducted from the employee's compensatory time bank, personal leave time, vacation leave, or sick leave, in that order.

In the event of death of a member of the immediate family which occurs outside the lower peninsula, the employee shall be granted an additional two (2) days funeral leave with pay.

11.4: Maternity Leave. Employees will be granted maternity leave in accordance with State and Federal Law.

11.5: Personal Leave Time. Full-time employees covered by this Agreement after serving their probationary period shall be allowed twenty-four (24) hours of personal leave time with pay each calendar year. All requests for personal leave time must be made



to the Chief or his designees twenty-four (24) hours in advance of the date requested. The amount of personal leave time to be taken at any one time shall be determined by the Chief or his designee. A request for personal leave time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department.

11.6: For all full time employees paid sick leave shall be acquired and apply in accordance with the provisions set forth in this Article.

Permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with a maximum accumulation of one hundred twenty (120) days.

11.7: In order to qualify for sick leave payment, the employee must, not later than his normal starting time on the first day of absence, report such absence unless, in the judgment of the Chief, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to qualify for sick leave payments in excess of two (2) consecutive work days, employees may be required to furnish a signed certificate from a licensed physician, upon return to duty, if requested by the Chief of Police. If the City requires a confirming examination of such a certificate, it shall be at the expense of the City by a physician of the City's choice.
- B. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including discharge depending upon the circumstances involved.
- C. Sick leave absences after having reported for work for part of a day shall be charged proportionately.

11.8: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- A. When an employee's absent from work is due to an illness or injury which is not related to work; provided such illness or injury was not attributable to causes stemming from his employment



or work in the service of another employer or while acting in the capacity of a private contractor.

B. The Employer will provide Worker's Compensation as required by law.

11.9: One (1) day of paid sick leave for permanent full-time employees shall be equivalent to one (1) day's pay at the regular rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

A. Whenever sick or emergency leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

11.10: If and when an employee retires from his employment, any unused accumulation of sick leave shall be paid at one hundred percent (100%) the employee's current rate of pay when said employee retires. If, after two (2) years of continuous service, an employee voluntarily or involuntarily leaves the employ of the City, he shall be paid at fifty percent (50%) of his current rate of pay for unused accumulated sick leave. If an employee is discharged for cause, he shall not be entitled to payment for any accumulated sick leave.

## ARTICLE XII HOLIDAYS

12.1: Paid Holidays. Paid holidays are designated as:

President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	New Year's Day
July 4th	Veteran's Day
Labor Day	

12.2: The holiday period shall be 12:00 midnight to 12:00 midnight.

12.3: Holiday During Vacation. Should a holiday recognized by this Agreement fall during an employee's vacation, the employee will be paid for the holiday but no additional time off will be granted.

12.4: Holiday Work. Employees who work on a holiday recognized by this Agreement shall receive one and one-half (1-1/2) times



their regular rate for all hours worked on the holiday in addition to holiday pay.

12.5: Holiday Pay. All full-time employees shall receive eight (8) hours pay at their regular straight time hourly rate, exclusive of all premiums, for each of the holidays recognized by this Agreement, provided the employee meets the holiday eligibility requirements provided in this Agreement. Holidays shall be paid and celebrated on the observed day instead of the traditional day.

ARTICLE XIII  
VACATIONS

13.1: January 1st will be the common anniversary date for the purpose of vacation accumulation. All employees presently in the bargaining unit on the effective date of this Agreement shall not suffer any loss of vacation accumulation because of this transition from anniversary date of hire to the common anniversary date.

13.2: Employees who are presently in the bargaining unit who will have attained the required number of years for credited vacation up to and including August of each calendar year shall be credited with the full vacation allotment.

New full-time employees who are hired into the bargaining unit prior to January 1 of any calendar year shall be entitled to a pro-rated vacation.

13.3: Regular full-time employees shall receive vacation based on calendar years (January through December) as follows:

1st calendar year - 4th calendar year	- 10 working days
5th calendar year - 9th calendar year	- 15 working days
10th calendar year or more	- 20 working days

13.4: Absence on account of sickness, injury or disability for a period of time exceeding accumulated sick leave may, at the request of the employee, be charged against the employee's vacation leave allowance.

13.5: Vacation Accumulation. Vacation time off shall not accumulate from year to year. Employees may cash in their accumulated time throughout the year. For employees who wish to cash in vacation at the end of the year, they shall receive their check the first pay period of the new year starting January 1st.

13.6: Vacation Scheduling. The employees shall be permitted to schedule their vacation in conjunction with their regular pass days.



13.7: If an employee who is otherwise eligible for a vacation with pay, retires, quits or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee retires, quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will receive that portion thereof which is earned by him as of the date he retires, is discharged or quits.

- 13.8:
- A. The Chief shall determine the number of employees who can be excused from their duties for vacation purposes at any one time.
  - B. Vacation time off shall not be accumulative from year to year without prior written approval from the Chief. No vacation pay will be paid in lieu of vacations unless approved by the Chief.
  - C. Vacation time off shall be allowed for periods of less than one (1) calendar week, provided that approval is first obtained from the Chief.
  - D. If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employees with the greater amount of seniority. As among those who did not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off, provided, however, that all else being equal, seniority shall govern. In the event an employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.
  - E. Any employee who is on vacation shall not be required to return to work during such vacation unless the employee specifically agrees thereto, or an emergency shall exist.



**ARTICLE XIV**  
**HOURS OF WORK**

14.1: Work Day and Tour of Duty. The normal work day shall consist of eight (8) consecutive hours. Employees shall normally work forty (40) hours in a week.

14.2: Overtime.

A. Overtime shall be paid at the rate of one and one-half (1-1/2) the hourly rate for all hours worked in excess of either eight (8) hours per day or forty (40) hours in a week. Overtime assignments other than the continuation of a work day shall be offered first to the most senior employee in the unit and shall be rotated thereafter on the basis of seniority to other employees.

B. An employee, may, at his option, elect compensatory time in lieu of payment of overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2). Compensatory time must be taken within the year that it is earned.

14.3: Court Time. Employees who are subpoenaed or directed to testify in court, including probate court, license appeal board, or liquor control commission hearings outside their regularly scheduled hours shall receive time and one-half (1-1/2) their regular straight time rate with a minimum of two (2) hours unless such court time results in a continuation of shift. If such court time is a continuation of shift, the employee shall be paid time and one-half (1-1/2) for all hours actually worked with no minimum.

14.4: Call-Back Pay. Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours work at time and one-half (1-1/2) their regular straight time rate of pay. The provisions of this Section do not apply to extension of shift situations.

14.5: Trading of Pass Days. Employees may trade pass days within a tour of duty, provided they first obtain the permission of the Chief or his designee.

14.6: Lunch/Coffee Breaks. Each employee shall be limited to a one-half (1/2) hour lunch break for each shift. In addition, each employee shall be limited to two (2) fifteen (15) minute coffee breaks for each shift with one (1) in the first half of the shift and one (1) in the second half of the shift. These coffee breaks shall not be used in conjunction with lunch breaks.



14.7: Pyramiding. There shall be no pyramiding or duplication of overtime premium, call-back or court time pay.

14.8: All work schedules for employees in the unit will be prepared by the Chief or his designated representative and posted at least seven (7) days prior to implementation.

Work schedules may be changed for purposes of predetermined sick leave or personal leave days provided said employees involved in the schedule change are given at least a seventy-two hour advance notification.

ARTICLE XV  
INSURANCE

15.1: Hospitalization Insurance. The Employer shall furnish to the employee and his family a Blue Cross/Blue Shield Master Medical insurance plan. The effective date of coverage for the new employees will be in accord with Blue Cross/Blue Shield provisions. Blue Cross/Blue Shield coverage includes the \$3.00 prescription rider. The riders and extent of coverage are identified in Appendix B.

15.2: Life Insurance. The Employer agrees to pay the full premium on a life insurance policy of \$20,000 and A. D. and D. for each employee. The employee may have the option of continuing life insurance policy after retirement at the group rate.

15.3: Dental Insurance. Effective July 1, 1990, the Employer agrees to furnish to the employee and his family a 50-50-50 CR \$800.00 (no orthodontics) dental insurance. Class I Benefits 50%-50% co-pay. Class II Benefits 50%-50% co-pay. Class III Benefits 50%-50% co-pay with annual maximum usage of \$800.00 per person.

15.4: Optical Insurance. The Employer agrees to optical coverage under Blue Cross/Blue Shield Autovision 80.

15.5: Workers Compensation. In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws.

15.6: Unemployment Compensation. The Employer shall provide Unemployment Compensation protection for all employees as provided for by the Michigan Employment Security Commission, as required by Law.

15.7: Police Officer Liability Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of professional police officers liability insurance on the



same terms and conditions that existed prior to the execution of this Agreement. Policy limits minimum to be \$300,000/\$500,000.

15.8: Legal Representation. The Employer will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of acts occurring when and while such employee is engaged in the performance of his duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee cooperates in the preparation and defense of such action.

15.9: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 15.1 through Section 15.7, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same.

15.10: Premiums. During the life of this contract the employees agree to the following:

- A. Effective July 1, 1994 the employees agree to pay twenty-five percent (25%) of the increase in the hospitalization insurance premiums. These rates are established on March 10th of each year. This will be accomplished by payroll deduction on a monthly basis. This agreement is not precedent setting on either side and at the end of the contract the parties are totally free to explore any and all means of health care cost containments.
- B. Employees covered under this contract will be covered under the same program as other city employees.

ARTICLE XVI  
RETIREMENT

16.1: Pension. The City shall provide the Michigan Employment Retirement System plan containing benefit level C-2 with B-1 base and F55 rider. The City agrees to pay the full premiums and costs to the Michigan Employment Retirement System.

16.2: Retiree Health Care. Employees who retire may buy health insurance coverage under the Employer's group rates. Such insurance is at retiree's cost, provided it is available to the City through its normal plan and there is no cost to the City.



ARTICLE XVII  
UNIFORMS AND EQUIPMENT

17.1: Uniforms and Equipment. The City shall provide such uniforms and equipment as the Chief and the City shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

- A. All new hired employees shall be granted an initial uniform allowance of three hundred dollars (\$300.00) for the purchase of uniform clothing.
- B. Thereafter each full-time employee shall have credit in an escrow account, the sum of two hundred dollars (\$200.00) for the purchase of uniform clothing during each calendar year.
- C. Employees' uniforms which are damaged in the line of duty shall be repaired or replaced at the Employer's cost over and above the allowance granted in paragraph (B).

ARTICLE XVIII  
WAGES

18.1: Wage Schedules. Attached hereto as "Appendix A" are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said "Appendix A" and the contents hereof shall constitute a part of this Agreement.

18.2: Retroactivity. Retroactive pay shall be paid on all hours paid. Retroactive pay shall only be paid to employees on the Police Department payroll as of the date this Agreement is executed.

18.3: New Classifications. The Employer reserves the right to discontinue existing classifications and to establish new classifications. In the event the Employer should establish a new classification, the Employer agrees to negotiate with the Union concerning the rate of pay for such new classification. The discontinuance of any existing classification shall be subject to a special conference with the Union.

18.4: Pay Period. All employees in the unit shall be paid bi-weekly. Not more than seven (7) days shall be withheld from any employee in the unit. Each employee shall be provided with an



itemized statement of his earnings and of all deductions made for any purposes upon request of such employee.

18.5: Each member will receive a one time payment of \$100.00 on the attainment of an Associate Degree from an accredited College or University and/or \$250.00 upon the attainment of a Baccalaureate Degree from an accredited College or University.

18.6: Any compensable day shall be considered as a day worked for the purpose of computing benefits under this Agreement. For the purpose hereof, the term "compensable day" shall be a day worked for which sick leave is being paid, a vacation day and each holiday set forth in Article 12 herein.

18.7: If schooling is required by the Employer, the employees will be compensated as though he/she had worked, up to a maximum of eight (8) hours per day, and will not lose leave days earned. The Employer will post lists and/or notices of job related courses, schools and/or seminars for general information.

- A. Employees must provide the Employer with a certified list of subjects and accumulated hours from approved and accredited schools.
- B. Employer agrees to reimburse for all tuition and required course materials not funded by other sources for any job related schooling or seminars required by the Employer.
- C. The Employer will provide transportation for such required training or, when it is not available, reimburse the employee for use of his/her personal vehicle at the rate provided for by City policy if travel outside of Reed City is necessary.
- D. Required training shall be offered to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. The Employer will consider seniority in selecting attendees and will be fair and consistent in that selection.

**ARTICLE XIX**  
**LONGEVITY**

19.1: The purpose of longevity pay is to provide an inducement to the employee to continue service. Each full-time employee of the Police Department on the payroll shall be entitled to longevity pay as provided below:



Effective July 1, 1993 to June 30, 1996

3 through 5 years service	- \$125.00
6 through 10 years service	- 250.00
11 through 15 years service	- 350.00
16 through 20 years service	- 500.00
Over 20 years service	- 650.00

Effective July 1, 1994 the longevity schedule shall be increased to:

3 through 5 years service	- \$150.00
6 through 10 years service	- 275.00
11 through 15 years service	- 375.00
16 through 20 years service	- 525.00
Over 20 years service	- 675.00

Effective July 1, 1995 the longevity schedule shall be increased to:

3 through 5 years service	- \$175.00
6 through 10 years service	- 300.00
11 through 15 years service	- 400.00
16 through 20 years service	- 550.00
Over 20 years service	- 700.00

19.2: For purposes of determining an employee's eligibility for, and the amount of, longevity payments due under the terms of the Agreement, the employee's length of service on December 31 in the year in which the longevity is paid shall be used for each determination. Longevity shall be paid by separate check and on the first pay period following November 1 of each year.

ARTICLE XX  
EQUIPMENT, ACCIDENTS AND REPORTS

20.1: Safety Protests. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Chief of Police for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the Chief of Police.

20.2: Safety. All issues of safety in the work place shall be addressed and presented, pursuant to statutory provisions, to the State of Michigan (M.I.O.S.H.A.).



20.3: On the Job Injury. 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 whole day.

20.4: Accident Reports. Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained to the Employer. An employee shall make out an accident 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.

20.5: Equipment Reports. 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 copy to be retained by the Employer.

20.6: No employee will transport any prisoner out of the City limits unless accompanied by another certified Police Officer.

20.7: Target Ammunition. The Employer will furnish target ammunition in the amount of fifty (50) rounds per month for each employee and each employee will, in fact, practice that amount each month.

#### ARTICLE XXI GENERAL

21.1: Pay Periods. The Employer shall provide for pay periods every two (2) weeks. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

21.2: Bonds. 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.

21.3: First Aid Kits. The Employer will furnish First Aid Kits for each unit of equipment.

21.4: Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

21.5: Political Activities. Members have the same rights to participate in political activities while off duty and out of uniform, as any citizen.



21.6: Copies of Contract. The Union agrees to deliver a copy of this Agreement to each employee.

21.7: The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and/or the 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 Steward for the Union and the Employer or his representative.

21.8: Mileage. When an employee is required by the Employer to provide his own transportation to and from a job location or other related duties, he shall receive the same mileage allowance as the City Manager may from time to time provide for other City officers and employees, or will be provided with transportation by the Employer excluding to and from the job or work location.

21.9: Separability.

- A. 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.
- B. 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 XXII  
SCOPE OF AGREEMENT

22.1: Waiver. It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or

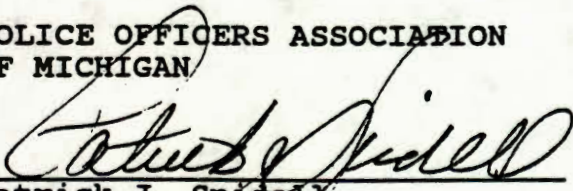


covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIII  
TERMINATION

23.1: Duration. This Agreement shall remain in force until June 30, 1996, 11:59 p.m., and thereafter for successive periods of sixty (60) days unless either party shall, or before the sixtieth (60th) day period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

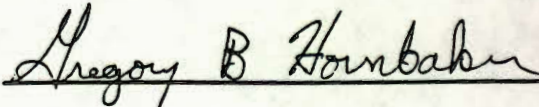
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

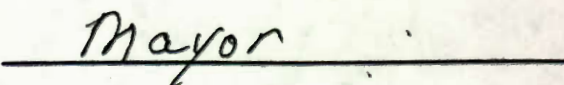
  
\_\_\_\_\_  
Patrick J. Spicelli  
Business Agent

REED CITY POLICE OFFICERS  
ASSOCIATION

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CITY OF REED CITY

  
\_\_\_\_\_  
Gregory B. Hornbaker

  
\_\_\_\_\_  
Mayor



APPENDIX A

RATES OF PAY

PATROLMAN

<u>Effective July 1, 1993</u>	<u>Annual</u>	<u>Hourly</u>
Start:	\$21,338	\$10.26
Six (6) Months:	22,823	10.97
One (1) Year:	24,592	11.82

Effective July 1, 1994: 4% minimum increase to a maximum of 5% across all steps and classifications.

Effective July 1, 1995: 4% minimum increase to a maximum of 5% across all steps and classifications.

The actual wage increase for these years shall be determined by the overall increase in the cost of living index for a twelve (12) month period using January 1st as the first month indicator. For example, for the wages for 1994, the twelve month indicator shall start January 1, 1993 through January 30, 1994

The parties agree to use the urban wage earners and clerical workers index.



APPENDIX B

BLUE CROSS/BLUE SHIELD

MVF-1

Master Medical Option I - \$100/200 Deductible

\$3.00 co-pay Prescription Rider PD-MAC

M.L. Rider

PPNV Rider

F.A.E. - RC Rider

VST Rider, FC Rider

Reciprocity

Autovision 80 - BC/BS

Dental BC/BS, 50/50/50/ \$800.00