

3742

6/30/98

CONTRACT BETWEEN  
THE  
VILLAGE OF QUINCY  
AND THE  
POLICE OFFICERS LABOR COUNCIL  
JULY 1, 1995 THROUGH JUNE 30, 1998

*Quincy Village of*

## AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, and effective the 1st of July, 1995, by and between the Village of Quincy, its successors and assigns, hereinafter referred to as the "Village" and the Police Officers Labor Council, Quincy Police Department Division, hereinafter referred to as the "Union".

### ARTICLE 1 - RECOGNITION

**Section 1.0 Collective Bargaining Unit** Pursuant to the provisions of Act 379 of the Public Acts of 1965 as amended, the Village hereby recognized the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Quincy Police Department in the following described unit:

All full time and regularly scheduled part time certified patrol officers and sergeants of the Quincy Police Department of the Village of Quincy; but excluding the Chief of Police, Auxiliary Officers, and all other Village employees.

**Section 1.1 Extra-Contract Agreements** The Village agrees not to enter into any agreement with another labor organization with respect to the employees covered by this agreement or any agreement or contract with employees covered by this agreement, individually or collectively which conflicts with the express provisions of this agreement as long as they are recognized under present contract.

### ARTICLE 2 - REPRESENTATION

#### Section 2.0 Stewards

(A) The Village recognized the right of the union to designate a steward and an alternate from the seniority list and unit described in this agreement. Once a steward and the alternate are selected, their names will be submitted to the Police Chief and to the Village Council for their information.

(B) Duties of Chief Steward - When requested by an employee, the Chief Steward may investigate any alleged or actual grievance and assist in its presentation. He may be allowed reasonable time thereof during working hours without loss of time or pay, upon notification and prior approval of the Chief of Police. In the event the Chief of Police is absent, notification and prior approval shall be obtained from the Village President. When an employee presents his own grievance without intervention of the Chief Steward, the representative shall be give the opportunity to be present.

(C) Consultation - A non-employee, union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof. Before entering the assembly area, permission must be received from the Chief of Police or his designee.

**Section 2.1 Collective Bargaining Committee** The Village agrees to recognize not less than two (2) representatives. These representatives shall be composed of at least one member of the Union and at least one (1) non-union member, who may be designated by the Union. The unit will furnish the Village with a written list of the lodge's bargaining committee prior to the first bargaining meeting to substitute changes thereof, if necessary.

**Section 2.2 Payment of Bargaining Committee** Members of the collective bargaining committee engaged in bargaining who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time pay. The employee will be credited with the number of hours spent in negotiations as time worked during his tour of duty during that day. The Chief of Police shall alter the work schedule previously posted if necessary to have members of the collective bargaining committee off duty for periods of negotiations.

### ARTICLE 3 - UNION SECURITY

**Section 3.0 Agency Shop** As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 (31) days after the start of their employment with the Village or the effective date of this agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic, monthly dues uniformly required of all Union members or pay to the Union a monthly service fee which shall be no more than the periodic, monthly dues required of all Union members. An employee shall be deemed to be in compliance with the provision of this section if he has tendered the periodic dues or services fee to the Union if he is not more than (30) days in arrears in payment of such dues or service fee. In the event an employee becomes delinquent, their (30) days or more, in the payment of his dues, the local Union has properly notified the Village, such employee shall be separated from his employment. The Union shall identify and hold harmless the Village in the even the Village suffers any financial loss enforcing the terms of this article.

**Section 3.1 Checkoff** During the life of this agreement, the Village agrees to deduct periodic, monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the employer the proper checkoff authorization form (see back of contract). A checkoff authorization form shall be used exclusively and shall be supplied by the Union.

**Section 3.2 Discrimination** The Village and the Union agree that neither will discriminate against any employee because of his membership or non-membership in the Union.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

**Section 4.0** The parties hereto recognize the existence of Act 336, Public Acts of 1947 as amended, and agree to be bound by the provisions thereof. In addition, the parties further agree that there will be no concerted failure to report to work, cessation or interruption of work, slow-down, strike or lockout during the term of the agreement, or during any period of time when negotiations are in progress between the parties for the continuance or renewal of this agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 5.0** The Village retains the following rights:

- (a) To direct the work force.
- (b) To plan, direct and control operation and the use of all equipment and other property of the Village.
- (c) To hire, suspend, or discharge employees for just cause.
- (d) To transfer employees within the Police Department.
- (e) To relieve employees from duty for lack of work or lack of funds.
- (f) To study or introduce new or improved production methods or facilities.
- (g) To establish and maintain reasonable rules and regulations governing the performance of the Police Department.

**Section 5.1** The Village agrees it will not be arbitrary in exercising the rights listed in Section 5.0. Also, these rights are exclusively within the employer's rights provided the Union maintains its right to grieve the employer's actions.

**Section 5.2 Notification of Amendments** The Village agrees to notify, except in cases of emergency, the Union of any amendments to the department policy and department regulations in advance of their effective date.

**Section 5.3 Rules and Regulations** Rules of conduct and rules of regulation governing the operation of the police department, not inconsistent herewith and in effect as of the date of this agreement, shall remain in force. There may be amendments, supplements, and additions to said rules and regulations during the term of this agreement. Such rules shall be reasonable and shall relate to the performance of a police officers duties and his conduct. It is recognized that rules governing off-duty conduct are related to the proper performance of a police officers duties. All such rules and regulations shall be subject to the grievance procedure.



## ARTICLE 6 - UNION RIGHTS

**Section 6.0 Facilities** The Union, or any committee thereof, shall have the right to use the Village council room if available upon request, without charge, for lodge meetings. Proper clearance for the use of said facility shall be obtained from the Village President or Chairman of the Police Committee prior to the scheduling of any meeting. The meeting shall be conducted in a manner which shall not prove disruptive to the normal functioning of the police department.

**Section 6.1 Bulletin Boards** The employer will provide space within the police department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any Village elected or administrative officials.

**Section 6.2 Personnel Files** The Union members' police department personnel files shall be kept under the direct control of the Village Clerk or Deputy Clerk. The Village will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way peruse, in whole or in part, a Union member's police personnel file or any document which may become a part of his/her file. The Village agrees not to divulge the contents of the employee's file without written release from the employee concerned except as required by freedom of information act. A member of the Union, may by right, view his own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police. All police personnel files must be kept and maintained in a secure area.

When the personnel file of an employee is being requested for review by someone, other than the Chief of Police, the Village President or the employee himself, the employee will be given reasonable advance notice of the request to review and may make such objections to the requesting party as he deems appropriate. The police committee may review an employee's personnel file only in cases of discipline or discharge.

**Section 6.3 Past Infractions** Past infractions may only be used in administering discipline up to a twenty-four (24) month period.

## ARTICLE 7 - HOURS & RATE OF PAY

**Section 7.0 Work Day** A regular work day for full time members of the Quincy Police Department shall be eight (8) hours in a twenty-four (24) hour period unless it is a regularly scheduled shift change. Anytime in excess of the regular work day shall constitute overtime.

**Section 7.1 Work Schedule** A shift schedule shall be posted once every twenty-eight (28) days indicating the normal work day of every member of the department. Said

schedule shall indicate a twenty-eight (28) day cycle consisting of twenty (20) work days and eight (8) days off. Said schedule shall be posted at least twenty-eight (28) days prior to its effective date. Such work schedule shall be approved by the Union and the Village within five (5) days after the posting. Each officer shall, if practical, rotate shifts once per month.

The scheduling of officers on Thursday, Friday and Saturday of each week shall be as agreed to between the Chief of Police and the members of the bargaining unit. This scheduling may consist of one or more ten or twelve hour shifts and shall be done in such fashion as shall provide the best and most complete officer coverage of the time period as may be agreed to by the Chief and the members of the bargaining unit.

Any changes in the schedule must be approved by the officer. All regular scheduled officers shall rotate shifts. Shifts shall consist of:

- (a) 7:30 a.m. to 3:30 p.m.
- (b) 3:30 a.m. to 11:30 p.m.
- (c) 11:30 p.m. to 7:30 p.m.
- (d) 8:00 p.m. to 4:00 p.m.
- (e) 12:00 noon to 8:00 p.m.
- (f) Such other shifts as may be agreed to between the Chief and the bargaining unit.

In the event that the Chief of Police feels it is necessary to alter a shift from other than above stated, he shall notify the officers affected by the proposed change and state his reasons for such change. The shift may then be changed by mutual agreement of the officers and the Chief. In the event that the officers shall see the need for a shift change based on the needs of the community, they may present such proposed change to the Chief and their reasons for such changes. The shift may then be changed on the mutual agreement of the Chief and the officers.

All full time officers shall rotate shifts once per month, if practical. Scheduling shall be made so that members of this unit will not have to report to work with less than sixteen (16) hours between shifts except for scheduled changes. Any officer scheduled to work with less than sixteen (16) hours between shifts shall be compensated at one and one-half (1 1/2) times the regular rate of pay for those hours worked excluding call-in and standby time.

**Section 7.2 Overtime** All hours worked over and above the regularly scheduled work day of an employee, or all hours worked over and above the regularly scheduled work week of any employee shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay.

No employee shall be laid off nor shall an employee's regularly scheduled day off be changed for the sole purpose of avoiding an overtime payment. Any overtime, except in

emergencies, shall be offered to full time officers before such overtime is offered to part time officers.

**Section 7.3 Four Day Weekend** All full time police officers will be given one (1) four day weekend per month.

**Section 7.4 Call-in Pay** All employees covered by this agreement, who were called in to duty for department meetings or work in addition to his regular daily shift, shall be compensated for at least two (2) hours at the rate of time and one half (1 1/2) providing such hours do not conflict with regularly scheduled hours. All hours in excess of the minimum stated time shall be paid at the rate of time and one-half (1 1/2).

**Section 7.5 Court Time/Jury Duty** Officers subpoenaed or directed into court, including probate court and official hears, wherein their appearance shall be necessitated out of the performance of their duty as police officers for the Village of Quincy, during off-duty hours, shall receive a minimum of two (2) hours pay at the rate of time and one half (1 1/2). Any time over the minimum stated time will be paid at the rate of time and one-half (1 1/2). In addition, if the officer must use his own personal vehicle, he will be reimbursed at \$.25 per mile.

In the event that an officer shall be subpoenaed into court as a witness in a court case during his scheduled shift, for reasons that are not a direct result of his duties as a police officer, or in the event he shall be summoned for jury duty during his scheduled shift, he shall be paid at the standard rate for all time actually spent and for reasonable travel time to and from the court, less any witness fee, jury fee or other payment received as a result of such appearance.

**Section 7.6 Premium Pay** Any time for which an employee is paid such as sick pay, excused time, other absences with pay, shall be calculated and computed for the purpose of overtime.

**Section 7.7 Coffee Breaks** Employees are allowed two (2) fifteen (15) minute coffee breaks per work day to be taken at times to allow for the continuous and efficient operation of the department.

**Section 7.8 Earned Time Off (ETO)**

(a) Employees covered by this agreement will have the option to exchange any overtime hours earned for earned time off (ETO) hours at the rate of time and one-half (1 1/2).

(b) A maximum of sixty (60) hours of ETO accrual per year will be permitted, with no pay-off.

(c) Employees will be granted on a first come, first serve basis. If determination cannot be made which request was first, ETO will be granted on a seniority basis. Employees

may utilize earned ETO with prior approval of the Chief of Police or his representative, in writing.

(d) Any and all accumulated ETO may be carried over to the next calendar year to a maximum accumulation of 60 hours. All accumulated ETO will be paid off upon termination of the employee or as a death benefit.

(e) Earned time off may be utilized at the beginning or end of a vacation period or for sick leave if all sick leave credit is exhausted.

## **ARTICLE 8 - INSURANCE & PENSION**

**Section 8.0 Life Insurance** The employer shall furnish each employee with a \$10,000 life insurance policy with accidental death benefits.

**Section 8.1 Pension** The pension contribution by the Village shall be 6% of gross wages and shall begin in January or July after one year of employment and at age 21.

**Section 8.2 Hospitalization and Medical Coverage** The employer agrees to provide at its expense, hospitalization/medical coverage for each full time employee and his dependents in accordance with that certain group policy. Hospitalization coverage will carry a \$275.00 per employee, \$550.00 per family, maximum deductible with the Village paying the first \$275.00 whether it be for the employee or a family member. The master medical coverage will carry a \$100.00 per employee, \$200.00 per family, maximum deductible with the Village paying both the employee and the family deductible. The above hospitalization and medical coverage benefits apply to all employees after thirty (30) days of service.

In lieu of a prescription card the Village will provide a pharmacy at which prescriptions may be charged with the employee paying the 10% co-pay. The Village will submit the prescription charges to the insurance company for payment and it will be the employees responsibility to reimburse the Village for those charges when they receive insurance reimbursement.

The employer will maintain the present hospitalization coverage in effect at the time of this agreement. The Union agrees the employees will split any increase over 10% each year in hospitalization premiums. Such split shall be 50-50 and by payroll deduction.

**Section 8.3 Dental & Vision** A dental program will be provided by the Village with the Village paying the premium and a vision program will be provided with employer and employee each paying half of the premium.

**Section 8.4 Disability** The employer agrees to provide each employee with a short term disability program. Weekly income benefits begin on the first day of disability due to accident and the eighth day of disability due to illness. Benefits are payable up to 26

weeks for each disability and will be integrated with Social Security and sick leave benefits where appropriate.

**Section 8.5 Liability Insurance** The employer shall furnish liability insurance of up to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of an in the course of their employment. Such insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him, it shall be satisfied to the extent of the judgment.

Should the Village fail to obtain the insurance coverage above set forth, it shall be deemed by this agreement to have been a self insurer, who protects that employee in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

**Section 8.6 Workers' Compensation** The Village shall, for a period not to exceed five (5) weeks, supplement without charge to sick leave or vacation, workers' compensation benefits for employees injured on the job by paying the difference between workers' compensation benefits and the normal weekly take home earnings, excluding overtime, of the employee. In the event an employee receives sick leave compensation and subsequently such employee is awarded workers' compensation for the same period of time, the employee shall reimburse the Village for such amounts received as sick leave compensation and the Village shall credit the employee's sick leave account with the number of days so used as sick leave.

**Section 8.7 Humanitarian Clause** Should an employee covered by this agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Village shall make every effort to place him in a position that he is physically or mentally able to perform if such a position is available.

## **ARTICLE 9 - SICK LEAVE**

**Section 9.0 Accumulation** Each employee shall earn sick leave at the rate of 14 days per year of employment. Such sick leave may be accumulated by an employee to an accumulation of four hundred eighty (480) hours.

**Section 9.1 Notification** Each employee shall promptly notify the Village of his disability or illness. Proof of disability or illness may be required by the Village.

**Section 9.2 Payment for Sick Days** All payments for sick leave shall be made at the employee's current rate of pay. Any accumulation of sick days over four hundred eighty (480) hours, shall be paid to the employee at the third week of December every year.

Upon retirement or termination, the employee shall receive payment for any accumulated sick days not previously used.

## ARTICLE 10 - VACATION LEAVE

### Section 10.0 Vacation Leave

- (A) All full time employees who have been employed for one (1) year by the Village of Quincy shall be entitled to vacation benefits according to the following schedule:

<u>Years of Eligibility</u>		<u>Normal Work Weeks of Vacation</u>	
One	(1)	One Week	(1)
Two-Five	(2-5)	Two Weeks	(2)
Six-Ten	(6-10)	Three Weeks	(3)
Eleven-Fifteen	(11-15)	Four Weeks	(4)
Sixteen-Twenty	(16-20)	Five Weeks	(5)

- (B) Vacation allowance at full pay will be granted to all eligible employees for an amount of time based on a normal forty (40) hour work week.
- (C) For purposes of vacation eligibility, the employees' eligibility date shall be his/her last anniversary date of hire.
- (D) A minimum of one (1) day vacation must be taken at one time.
- (E) To be of optimum benefit, vacations shall be taken annually and for the full period of the allowance; however, by special permission of the department head, accumulations of up to two (2) years allowance will be granted, or for greater periods should working conditions prohibit an employee's absence from duty.
- (F) Vacation schedules shall be worked out as far in advance as possible and each employee shall place his request for leave with his immediate supervisor at the earliest possible date. Where conflict in selected dates occurs, the employee of the longest service will generally be given preference or, where term of service is equal, the person first placing his request shall be given preference.
- (G) Vacation leave shall be so arranged and granted that the number of employees absent from department or working group at any one time will not be sufficient to injure the service rendered by that department or group or entail the payment of an excessive amount of overtime to those who replace the absentee.
- (H) Accumulated vacation allowance becomes immediately payable to the employee upon termination of his employment, no matter what the reason for such termination, provided that the employee has been continuously eligible to such benefit for not less than one (1) full year.



- (I) Subject to mutual agreement and with the approval of the department head and/or the administrative body, further leaves of absence, without pay may be granted. The Village Council may grant leaves of absence with pay.
- (J) An employee may request and receive vacation pay in advance.
- (K) Vacation pay shall be paid only on the pay period of the week prior to the scheduled vacation.

## **ARTICLE 11 - PERSONAL LEAVE DAYS**

**Section 11.0 Number and Use** Each employee covered hereby shall be allowed four (4) personal leave days per calendar year with no accumulation. Personal leave days shall be granted with reasonable notice to the Chief of Police. Definition of reasonable notice shall be three days, except in emergencies.

## **ARTICLE 12 - DEATH IN IMMEDIATE FAMILY**

**Section 12.0 Bereavement Pay** When death occurs in an employee's immediate family he or she shall be entitled to three (3) continuous days funeral pay of eight (8) hours per day at his/her rate of pay providing that the days absent are normally scheduled work days.

- (a) Immediate family is defined as: Spouse, children, parents, brothers, sisters, grandparents and spouse's parents, brothers, sisters and grandparents.
- (b) Additional time may be granted by the Village at the discretion of the Chief of Police without loss of pay, for that time that is necessitated by the death up to a maximum of five (5) days due to travel conditions.

## **ARTICLE 13 - SENIORITY**

**Section 13.0 Definition** Department seniority shall be defined as length of an employee's continuous service with the Village of Quincy since the employee's last date of hire. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

**Section 13.1 Probationary Period** When a new employee is hired to the unit, he/she shall be considered as a probationary employee for the next six (6) months. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment and grievances concerning interpretation of all aspects of this agreement, except those related to discharge and discipline.

## ARTICLE 14 - LAYOFF AND RECALL

**Section 14.0 Definition** Layoff shall mean the separation of employees from the active work force due to lack of work or funds.

### Section 14.1 Order of Layoff

- (a) No permanent or probationary employee shall be laid off from his position with the police department while any temporary, part time, or provisional employees are serving in the same position, class and department.
- (b) Except as provided below, layoff of probationary or permanent employees in the police department shall be in inverse order of seniority.

**Section 14.2 Procedure** If a layoff occurs, in any event, the lowest man in point of service for the department shall be let out first.

**Section 14.3 Notice of Layoff** Employees to be laid off indefinitely shall be given at least fifteen (15) days prior notice.

**Section 14.4 Preferred Eligible List** An employee which is laid off shall have his name remain on the list for a period to time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.

**Section 14.5 Recall from Layoff** Employees to be recalled from layoff shall be given maximum of five (5) calendar days to respond after notice has been sent by certified mail to the last known address.

**Section 14.6 Order of Recall** Employees with the greatest seniority in the classification affected shall be recalled first and thereafter in order of the employee's seniority, provided the employee can perform the required work.

**Section 14.7 Demotion in Lieu of Layoff** Employees who were demoted in lieu of a layoff shall be recalled in the same manner as if they were on layoff status.

## ARTICLE 15 - HOLIDAYS

**Section 15.0** All permanent full time hourly rated employees, temporary classified employees, shall receive holiday pay for the following listed holidays when not worked.

*New Year's Day*

New Year's Day

Memorial Day

Independence Day

*Labor Day*

Thanksgiving Day

Day before Christmas Day

Christmas Day



Labor Day

Day before New Year's Day

(4) hours Good Friday if employee wishes to attend Good Friday services and approved by the department head, provided the employee has completed thirty (30) calendar days of service prior to the date of the holiday, and the employee worked his or her assigned shift on their last scheduled work day prior to the holiday and their first scheduled work day following holiday.

**Section 15.1** Holiday pay will be at regular straight time rate for eight (8) hours.

**Section 15.2** If a holiday occurs while an employee is on sick leave, the employee shall be paid for the holiday without deduction being made from his sick leave accumulation credits on the account.

**Section 15.3** If a holiday occurs while an employee is on vacation the employee shall be paid for the holiday without deduction being made from his vacation accumulation credits on that account.

**Section 15.4** When work is performed on any of the above listed holidays, the rate of pay shall be at one and one-half (1 1/2) times regular rate of pay plus holiday pay.

**Section 15.5** When a holiday falls on a Saturday, Friday will be observed as a day not to be worked. When a holiday falls on a Sunday, Monday will be observed as a day not to be worked.

**Section 15.6** When a holiday occurs during the scheduled work week, for computing overtime, holiday will be considered as eight (8) hours worked.

## **ARTICLE 16 - OTHER LEAVE**

**Section 16.0 Pass Days** Pass days are regularly scheduled days off. Officers shall be scheduled for no less than two (2) pass days for every five (5) scheduled workdays. After the schedule has been posted, an employee may change a scheduled pass day upon written permission from the Chief of Police.

**Section 16.1 Personal Leave Without Pay** Employees may be granted a personal leave of absence without pay upon approval. Requests for a personal leave of absence shall be in writing and shall be signed by the employee and given to the Chief of Police. Such requests shall state the reasons for the leave. Approval from the Chief and the Village President shall be in writing. An education leave may be granted upon permission of the Chief of Police for one (1) term or semester without pay, but the employee will continue to accrue seniority within the department.

In addition, if an officer wishes to attend school during his regular tour of duty, all attempts will be made by the Chief of Police to alter the schedule in order to allow the

employee to attend. To this end, certain sections of the contract pertaining to allocation of manpower may be altered with mutual agreement of the affected employee, the Union and the Chief of Police.

**Section 16.2 Military Leave** Any permanent employee who enters active service of the armed forces of the United States of any United States National Guard or Reserve, shall receive an unpaid leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with applicable federal and state statutes and shall be entitled to any other benefits set forth in this agreement, provided he satisfies the eligibility requirements established under this agreement. An employee has thirty (30) days upon discharge to report to work. An employee may use vacation time to attend camps.

**Section 16.3 Training Programs** Any permanent employee participating in a branch of the armed forces reserve training program shall be granted an unpaid leave of absence adequate to complete his minimum required assignment upon presentation of proper documentation by the commanding officer.

**Section 16.4 Leave for Union Conference and Convention** The Village will grant leaves of absence without pay to Union members of the bargaining unit of the Fraternal Order of Police for the following functions:

(a) One (1) man for three (3) days every other calendar year to attend the Police Officers Labor Council National Conference. The designated officer, who desires attending the National meeting, shall notify the Village sixty (60) days in advance of his intentions for the time off.

(b) One (1) man for three (3) days to attend the Police Officers Labor Council training meetings each calendar year. The designated officer who desires attending the State meeting, shall notify the Village sixty (60) days in advance of his intentions for the time off.

(c) Up to eight (8) hours off per month to be used by the Union Representative or his designee as the representative may choose, for investigative purposes, with the approval of the Chief of Police.

## **ARTICLE 17 - DISCHARGE AND DISCIPLINE**

**Section 17.0** Discipline is primarily the responsibility of the Chief and is intended to be a positive or developmental rather than negative or punishing procedure.

**Section 17.1** When positive measures fail and the Chief of Police determines that punishment or discharge is necessary for alleged violations of departmental rules and regulations, such punishment or discharge shall be imposed by the Chief of Police or his representative. Should the employee feel that such punishment or discharge is unjust, he

may appeal in writing within three (3) working days after being advised of the punishment imposed by the Chief for his representative to the Chief of Police and procedures under Article 18 shall be followed.,

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

**Section 18.0** For the purpose of this agreement, "Grievance" shall mean any disagreement concerning terms, conditions or circumstances of employment including, but not limited to wages, hours, departmental discipline, layoffs or discharge of police officers.

**Section 18.1** An employee having a grievance in connection with the terms of this agreement shall present it to the Village as follows:

Step 1: If an employee has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate supervisor within (5) days of when the employee had knowledge thereof, or he may discuss it with a Union representative who then must discuss it with the employee's immediate supervisor within the five (5) days after its occurrence or after his knowledge of the grievance. If the employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in discussion, he will be required to do so.

Step 2 (a) if a grievance is not resolved the Union representative must reduce the grievance to writing and present it to the Chief within five (5) days after discussion with the employee's immediate supervisor in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his Union representative, who shall set forth the facts, including date and provisions of the agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief to discuss the grievance within 10 days of this date. The Chief shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at which the grievance was discussed.

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

Step 3: If the answer of the Chief is not satisfactory, the grievance may be referred to the Chairman of the Police Committee, indicating the reasons why the written answer of the Chief was unsatisfactory. A meeting among no more than two (2) representatives of the Union, one (1) non-employee representative

and three (3) representatives of the Village shall be arranged to discuss the grievance(s). Said meeting will be held within seven (7) days from the date of request received by the Village.

The Chairman of the Police Committee shall answer the grievance in writing within seven (7) days from the date of the meeting at which time the grievance was discussed.

Step 4: In the event the answer of the Chairman of the Police Committee is unsatisfactory, the grievance shall be submitted to arbitration. Upon notice by the Union, within thirty (30) days after the answer, the Union shall request from the "Federal Mediation and Conciliation Service" a list of names of arbitrators and shall send a copy of said request to the Village. Once the parties have received the list they shall alternately strike a name and the one remaining shall be the Arbitrator. The parties shall determine first strike by a flip of a coin.

**Section 18.2 Time Limitations** The time limitations for this provision as set forth herein shall be strictly adhered to. Saturdays, Sundays and Holidays shall not be counted for the purpose of submitting written grievances or answers.

**Section 18.3 Withdrawal of the Cases** A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement, where one or more grievances involve a similar issue. Those grievances may be withdrawn without prejudice and will not affect financial liability.

**Section 18.4 Cost of Arbitrator** The cost of the Arbitrator shall be divided equally between the parties, each party to pay their own costs.

**Section 18.5 Grievance Form** The grievance form shall be as herein provided for as herein attached.

## **ARTICLE 19 - SPECIAL MEETINGS**

**Section 19.0 Agenda** The Village and the Union agree to meeting and confer on matters of clarification of the terms of this agreement upon the 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. Discussion shall be limited to matters set forth in the agenda, but it is understood and agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining, nor to in any way modify, add to or detract from the provisions of this agreement. Special meetings shall be held within ten (10) calendar days after the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

## ARTICLE 20 - UNIFORMS, CLOTHING & EQUIPMENT

**Section 20.0 Uniforms** The Village will provide each employee with uniforms, sidearm, and such other equipment considered to be necessary for the employee to fully and safely as possible perform his duties. See Appendix B.

**Section 20.1 Ammunition** The Village shall provide each employee with one-hundred fifty (150) rounds of practice ammunition and fifty (50) rounds of duty ammunition (whatever caliber) per year. Each officer shall qualify at least (3) times per year with the department supplying the qualifying ammunition.

**Section 20.2 Cleaning** The Village shall provide for the necessary cleaning and laundry of external items of uniforms and clothing at the Village's expense.

**Section 20.3 Equipment** The type and quality of equipment provided the employees is integrally related to the desired level of service to be rendered and as such is exclusively a decision of the Village. Due consideration shall be given to the safety of the officers in the selection of equipment.

**Section 20.4 Use of Personal Weapons** Employees may choose to use their personal weapon, however, the Chief shall inspect and approve personal weapons on an annual basis.

**Section 20.5 Automobiles** Officers required by the Chief to use their personal automobiles for purposes related to their duties other than traveling to and from work, shall receive reimbursement at the rate of twenty five (\$.25) cents per mile subject to established Village policy on reimbursement.

**Section 20.6 Police Automobiles** All police automobiles shall be of a "Police Package" type as offered by the manufacturer. No vehicle shall be operated in an unsafe condition. In addition, each police vehicle shall be equipped with a state police and fire department monitor.

**Section 20.7 Facilities** Each officer whether part time or full time shall be provided with locker facilities adequate to house all of his equipment.

**Section 20.8 Policy and Procedure** All rules, policies and procedures are open to the grievance procedure if deemed unreasonable. A copy of all written policies and procedures will be given to each officer.

**Section 20.9 Special Police Schools** Quincy police officers shall be kept aware of special police schools being offered. Any schools conducted at the department shall be taught by accredited teachers.

**Section 20.10 Special Schools on Off Duty Hours** Officers may attend special schools on a voluntary basis in their off duty hours. The Village will pay mileage at the rate of twenty five (\$.25) cents per mile.

## **ARTICLE 21 - PROMOTIONS**

**Section 21.0 Procedure** Promotions to any vacant position shall be made to place the applicant best qualified by reason of knowledge, skill and experience in that vacancy. Prior to filing, notice of the existence of a vacancy shall be posted and applications from employees solicited. The notice of vacancy shall set forth the minimum qualifications of the person to fill it and shall set forth the criteria to be used in selecting him. The criteria shall take into consideration knowledge, as determined by a written examination, skill, experience and seniority. In addition, a promotional procedure shall consist of the following:

- (a) Written test (certified by an accredited Michigan College or the Michigan Municipal League).
- (b) Oral examination (generally by outside personnel). The value attached to requisites A and B above shall be equal unless agreed upon otherwise prior to the testing by mutual agreement between the Union and the Village.
- (c) Two (2) years prior experience with police departments. The applicant may not have less than eighteen (18) months with the Quincy Police Department. The eighteen (18) months experience with Quincy may be waived by the agreement of both parties.
- (d) With the mutual agreement of both parties, the testing procedure may be suspended if only one qualified applicant is seeking the position.

## **ARTICLE 22 - MISCELLANEOUS**

**Section 22.0 Maintenance of Standards** The Village agrees that all conditions of employment not otherwise provided for herein shall remain in effect.

**Section 22.1 Safety** The Village and the Union will cooperate so as to insure that reasonable rules are made for the safety and health of the employees during the hours of their employment.

**Section 22.2 Work by Non-Bargaining Unit Personnel** No part time employee outside of the bargaining unit will do any work normally done by an employee of the bargaining unit except that customarily done.

**Section 22.3 Jury Duty** An employee will not incur any loss of income for time spent on jury duty. Such time shall not be considered an interruption of his continuity of service. On such days an employee renders jury services, he shall receive the difference between the amount received for jury duty and his regular wages. Each employee who receives a jury summons shall immediately notify his supervisor.

**Section 22.4 Damaged Equipment** Personal equipment, authorized by the Chief to be at work, that has been damaged in the line of duty shall be replaced by the Village of the officer shall be reimbursed.

**Section 22.5 Residency** There shall be no residency requirement for officers of the Village of Quincy.

**Section 22.6 Subcontracting** The Village will not employ outside contractors to perform work customarily performed by bargaining unit members, where such contracting would result in either the layoff of or reduction in regularly scheduled hours for bargaining unit members.

**Section 22.7 Salary Schedule** Effective the first day of July, 1995, salary schedule set forth in Appendix A, attached hereto and made a part hereof by reference and shall remain the base salary for the period of this contract, except as otherwise modified herein.

**ARTICLE 23**  
**DURATION**

**SECTION 23.0** This agreement shall be effective on the 1st day of July, 1995, and shall remain in full force and effect until the 30th day of June, 1998.

In witness whereof, the parties have set their hands and seals this 4<sup>th</sup> day of June, 1995.

Police Officers Labor Council/  
Quincy Police Department

By: *Henry Lopez*

By: \_\_\_\_\_

By: \_\_\_\_\_

Village Of Quincy

By: *Richard M. ...*

By: *Jim ...*

By: *James ...*



APPENDIX A  
QUINCY POLICE DEPARTMENT  
SALARY SCHEDULE

1995-96

Effective July 1, 1995

Starting	9.89
6 Months	10.16
12 Months	10.43
18 Months	10.99
24 Months	11.60
36 Months	12.36
Sergeant*	12.61

1996-97

Effective July 1, 1996

Starting	10.29
6 Months	10.57
12 Months	10.85
18 Months	11.43
24 Months	12.06
36 Months	12.85
Sergeant*	13.10

1997-98

Effective July 1, 1997

Starting	10.60
6 Months	10.89
12 Months	11.18
18 Months	11.77
24 Months	12.42
36 Months	13.24
Sergeant*	13.49

\* The Sergeant Pay Scale reflects a .25 cent per hour increase over the 36 Month Pay Scale.



LETTER OF UNDERSTANDING

The Village of Quincy, hereafter referred to as "employer" and the Police Officers Labor Council, hereafter referred to as the "union" have reached an agreement which supersedes the language of this Labor Contract.

The employer and union agree the full time employees may work Monday through Friday and part time employees may work week-ends.

It is further understood that any part time employees hired will be part of the union if they are regularly scheduled to work twenty or more hours per week. If they do become members of the union they shall be paid a starting rate of \$7.50 per hour and a 6 month rate of \$8.50 per hour.

It is further agreed that the Village will maintain no less than two full time employees for the duration of this agreement, and, no full time employee shall be laid off during this agreement.

Village of Quincy  
Council

*Richard A. Marcelli*  
Dated 1-17-96

Police Officers Labor

*John Johnson*  
Dated 1-4-96

## Letter of Understanding

### Training

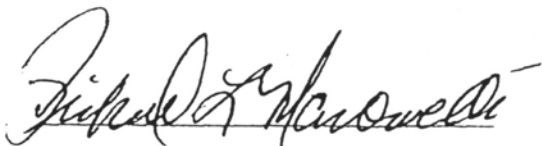
During negotiations for the 1995-1998 Collective Bargaining Agreement, the parties discussed Sections 16.1 and 20.10 of the Agreement and clarified issues related to schooling and outside training and when it will be paid.

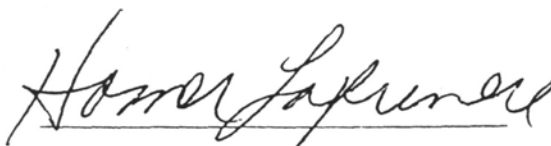
The understanding is as follows:

1. If the Village directs or requires an officer to attend school or training on a regularly scheduled duty day, the officer shall be paid for the day.
2. If the Village requires or directs an officer to attend school or training on his/her regularly scheduled pass day, the officer shall either be assigned a different pass day or compensated on an overtime basis for the hours spent in such school or training on his/her pass day.
3. If the officer requests to attend a school or training on a regularly scheduled duty day, the Chief will attempt to alter the schedule to provide the officer with a pass day(s) for the school or training. If the pass day(s) cannot be rescheduled, the Chief may:
  - a. Release the officer to attend without pay other than what is covered by 302 funds.
  - b. Release the officer to attend the school or training with regular duty pay; or
  - c. Deny the request to attend.
4. Officers who voluntarily attend school or training on their off-duty hours or pass days will not receive pay, other than approved expenses from 302 funds.

Village of Quincy

Police Officers Labor Council





Dated: 1-17-96

Dated: 1-4-96

APPENDIX B

UNIFORMS AND EQUIPMENT

THE VILLAGE SHALL PROVIDE EACH OFFICER WITH THE FOLLOWING:

- |  |               |
|--|---------------|
| 1. TROUSERS                                    | 3 PAIR        |
| 2. SHIRTS (SUMMER/WINTER)                      | 3 EACH        |
| 3. CAP   | 1 COMBINATION |
| 4. CAP (ARCTIC)                                | 1 EACH        |
| 5. BADGE (SHIRT)                               | 1 EACH        |
| 6. BADGE (HAT)                                 | 1 EACH        |
| 7. JACKET (UNLINED)                            | 1 EACH        |
| 8. CAR COAT                                    | 1 EACH        |
| 9. WHISTLE & CHAIN                             | 1 EACH        |
| 10. NAME BAR                                   | 1 EACH        |
| 11. COLLAR BRASS                               | 1 SET         |
| 12. NECK TIE                                   | 2 EACH        |
| 13. TROUSER BELT                               | 1 EACH        |
| 14. LEATHER (GUN BELT, HOLSTER,<br>CUFF, AMMO) | AS NEEDED     |
| 15. 2 INCH WEAPON                              | 1 EACH        |
| 16. 4 INCH WEAPON                              | 1 EACH        |
| 17. HANDCUFFS                                  | 1 SET         |

AVAILABLE FOR USE IN THE DEPARTMENT:

- |                |        |
|----------------|--------|
| 1. FLASHLIGHTS | 2 EACH |
| 2. RAIN COATS  | 2 EACH |
| 3. PARKAS      | 2 EACH |

THE VILLAGE AGREES TO REIMBURSE EACH OFFICER UP TO THE SUM OF \$100.00, PER FISCAL YEAR, SUPPLEMENTAL UNIFORM ALLOWANCE FOR THE PURCHASE OF NON-ISSUE POLICE ITEMS. (REIMBURSEMENT TO BE BASED ON THE PRESENTATION OF ACTUAL RECEIPTS).

# POLICE OFFICERS LABOR COUNCIL GRIEVANCE REPORT

\_\_\_\_\_  
Labor Council File No.

\_\_\_\_\_  
Local Unit File No.

\_\_\_\_\_  
Name of Aggrieved Employee

\_\_\_\_\_  
Badge No.

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Contract Violations: Article and Section No.(s)

\_\_\_\_\_  
Statement of Grievance (Giving time, dates, who, where, what and why):

\_\_\_\_\_  
Desired settlement of Grievance:

\_\_\_\_\_  
Aggrieved Employee

\_\_\_\_\_  
Steward or Rep.

\_\_\_\_\_  
Date Submitted

Copies to: Steward, Grievant, Field Representative

NOTE: Upon completion of Final Step, ORIGINAL COPY mailed to Labor Council Office

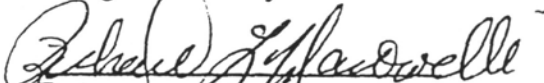
7/93

LETTER OF UNDERSTANDING  
LAYOFF

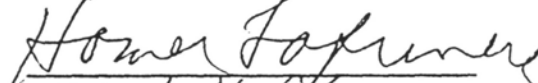
During the negotiations leading to the 1995-1998 collective bargaining agreement, the parties eliminated any reference to or requirement for providing 24-hour police coverage within the Village. It is not the Village's intent, however, to use this change in language to assert a "lack of work" to justify a layoff of existing personnel under article 14 of the collective bargaining agreement.

Therefore, during the term of the 1995-1998 collective bargaining agreement, the Village will only institute a reduction in force if it experiences a lack of sufficient funds to maintain the present staffing levels.

Village of Quincy

  
Date: 1-17-96

Police Officers Labor Council

  
Date: 1-4-96

# VILLAGE OF QUINCY RULES FOR LAW ENFORCEMENT OPERATIONS

## TABLE OF CONTENTS

### Chapter One - Rules

- 1:1 Distribution
- 1:2 Responsibility for Care and Maintenance
- 1:3 Knowledge of Contents
- 1:4 Table of Contents
- 1:5 Definition of Terms

### Chapter Two - Authority and Responsibilities

- 2:1 Legal Authorization
- 2:2 Official Rules
- 2:3 Purposes of Department
- 2:4 Priorities of Department
- 2:5 Policy Regarding Relationship with the Public

### Chapter Three - Department Organization

- 3:1 General Structure
- 3:2 Rank Structure

### Chapter Four - Rules of Conduct

- 4:1 Purpose of Rules of Conduct
- 4:2 Requirement for Compliance
- 4:3 Violation of Rules

- 4:27 Courtesy
- 4:28 Requests for Assistance
- 4:29 Associations
- 4:30 Visiting Prohibited Establishments
- 4:31 Public Statements and Appearances
- 4:32 Personal Appearance
- 4:33 Political Activity
- 4:34 Strikes, Work Slow Downs
- 4:35 Telephone
- 4:36 Dissemination of Information
- 4:37 Intervention
- 4:38 Departmental Reports
- 4:39 Processing Property and Evidence
- 4:40 Abuse of Process
- 4:41 Use of Department Equipment
- 4:42 Operating Vehicles
- 4:43 Carrying Firearms
- 4:44 Truthfulness
- 4:45 Medical Examinations, Photographs and Line-Ups
- 4:46 Treatment of Persons in Custody
- 4:47 Use of Force
- 4:48 Use of Weapons
- 4:49 Arrest, Search and Seizure
- 4:50 Assignment to Active Duty

## CHAPTER ONE

### RULES

- 1:1 Distribution: One copy of the Departmental Manual shall be issued to each member of the department. Copies shall also be distributed to the Village and to others deemed necessary by the Chief of Police.
- 1:2 Responsibility for Care and Maintenance: Department directives are to be considered Village property. All department personnel are issued copies and are responsible for their care and maintenance, including keeping them current by making appropriate changes or additions.
- 1:3 Knowledge of Contents: It is the duty of department personnel to familiarize themselves thoroughly with all department directives. In the event of disciplinary action, ignorance of directives will not excuse the infraction.
- 1:4 Table of Contents: An index of chapters at the front of the Department Manual gives the page number(s) of this Manual where the topic occurs.
- 1:5 Definition of Terms: The following definitions shall apply to terms used in this manual.

Village Council	Governing body of the Village of Quincy.
Chief of Police,	shall be the chief administrator as defined by departmental guidelines.
Clerk	shall be as defined by departmental guidelines.
Department	When capitalized, the Quincy Police Department.
Employee	An employee of the Department.
General Order	Permanent directives affecting more than one departmental component.
He, him, his	As used herein he, she, him, her, his, her, hers.
Instructional Material	Training guides, bulletins and checklists.
Investigator	Officer investigating any incident.
May	As used herein, is permitted.



Reserve/Community Service	A civilian member of the Officer department as defined by departmental guidelines.
Senior Officer	An employee in any given rank with the longest continuous service in that rank.
Shall	As used herein, must, or is required to.
Special Order	A directive affecting only a specific segment of the department, or a statement of policy or procedure regarding a specific circumstance or event that is of a temporary nature.
Subordinate	A person of lesser rank.
Superior Officer	Officer of higher rank.
Supervisor	A person responsible for the work of subordinates, including all command personnel within the department.
Village	Unless otherwise indicated, the Village of Quincy.
Village Building	All Village of Quincy buildings and vehicles owned or leased.
Will	As used herein, must, or is required to.
Written Directive	Any written document used to guide or affect the performance or conduct of departmental employees. The term includes policies, procedures, rules, general orders, special orders, memoranda, and instructional material.

## CHAPTER THREE

### DEPARTMENT ORGANIZATION

3:1 General Structure: The Department shall consist of the Chief of Police, Police Officers, Reserve/Community Service Officers, and a Clerk.

3:2 Rank Structure: Lines of authority within the department shall be based on rank, in the following descending order:

- A. Chief of Police
- B. Police Officer
- C. Reserve/Community Service Officers
- D. Clerk

Officers of the same grade shall rank according to seniority, determined by time in rank. When two or more individuals are appointed to the same grade on the same date, each shall rank according to position on the eligibility list from which he was appointed to that grade. In specific situations, other factors may be used to designate the ranking officer when two officers of the same grade are present.

- B. They shall not engage in any activities or personal business on duty, which would cause them to neglect or be inattentive to duty.

4:8 Fictitious Illness or Injury Reports: Personnel shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive any employee of the Department as to the condition of their health.

4:9 Sleeping on Duty: Personnel shall remain awake while on duty. If unable to do so, they shall report to their supervisor, who shall determine the proper course of action.

4:10 Leaving Duty Post: Personnel shall not leave their assigned duty posts during a tour of duty except when authorized by proper authority.

4:11 Meals: Personnel shall be permitted to suspend patrol or other assigned activity, subject to immediate call at all times, for the purpose of having meals during the tours of duty, but only for such period of time and place, as established by departmental policies.

4:12 Unsatisfactory Performance:

- A. Personnel shall maintain sufficient competency to properly perform their duties in a manner which will maintain the highest standards of efficiency in carrying out their duties and the objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of law, departmental guidelines; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the employees rank, grade, or position; the failure to take appropriate action on the occasion of a crime, disorder, or other condition deserving police attention.
- B. The following will be considered prima facie evidence of unsatisfactory performance; repeated poor evaluations or a written record of repeated infractions of departmental guidelines.

4:13 Employment Outside of Department: Personnel may engage in off-duty employment subject to the Chief of Police approval.

4:14 Alcoholic Beverages and Controlled Substance in Village Installations: Personnel shall not store or bring into any Village facility or vehicle, alcoholic beverages, controlled substances or narcotics except such alcoholic beverages, controlled substances, or narcotics which are held as evidence and shall be immediately processed as such.

4:20 Violation of Direct Order: Personnel shall promptly obey any lawful orders of a Department supervisor. This will include orders relayed from a supervisor by an employee of the same or lesser rank.

4:21 Conflicting or Illegal Orders:

- A. Personnel who are given an otherwise proper order which is in conflict with a previous departmental guideline, shall respectfully inform the supervisor issuing the order of the conflict.
- B. If the supervisor issuing the order does not alter or retract the conflicting order, the order shall stand. Under these circumstances, the responsibility for the conflict shall be upon the supervisor.
- C. Personnel shall obey the conflicting order and shall not be held responsible for disobedience of the original order.
- D. Personnel shall not obey any order which they know would require them to commit any illegal act. If in doubt as to the legality of an order, personnel shall request the supervisor to clarify the order or to confer with higher authority.

4:22 Gifts, Gratuities, Bribes or Rewards: No employee may solicit or accept from any business or citizen, contributions or gifts of any kind, (including money, tangible or intangible personal property, food, beverage, loan, promise, service, or entertainment) while acting in the capacity of an employee of this agency without the expressed permission of the Chief of Police.

Contributions, gifts of any kind, (including money, tangible or intangible personal property, food, beverage, loan, promise, service, or entertainment) will not be accepted if it may reasonably be inferred that the person, business, or organization:

- A. Seeks to influence action of an official nature or seeks to affect the performance or nonperformance of an official duty or,
- B. Has an interest which may be substantially affected directly or indirectly by the performance or nonperformance of an official duty.

4:23 Abuse of Position:

- A. Use of Official Position or Identification. Personnel shall not use their official position, official identification cards or badges:
- B. For personal or financial gain,

4:28 Requests for Assistance: When any person applies for assistance or advice, or makes complaints or reports, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner and will be properly and judiciously acted upon consistent with established departmental policies.

4:29 Associations: Personnel shall avoid regular or continuous association with those individuals who through their actions bring the department into disrepute, except as necessary in the performance of official duties, or where unavoidable because of other personal relationships of the employee.

4:30 Visiting Prohibited Establishments: Personnel shall not knowingly visit, enter or frequent a house of prostitution, gambling house, or establishment, wherein the laws of the United States, the State, or the local jurisdiction are violated except in the performance of duty or while acting under proper and specific orders from a supervisor.

4:31 Public Statements and Appearances:

- A. Personnel shall not publicly criticize or ridicule the Department, its policies, or other personnel by speech, writing, or other expression, where such speech, writing or other expression undermines the effectiveness of the department, interferes with the maintenance of discipline, or is made with reckless disregard for truth or falsity.
- B. Personnel shall not address public gatherings, appear on radio or television, prepare any articles for publication, act as correspondents to a newspaper or a periodical, release or divulge investigative information, or any other matters of the department while holding themselves out as representing the department in such matters without prior approval of the Chief. Personnel may lecture on "police" or other related subjects only with prior approval of the Chief.

4:32 Personal Appearance:

- A. Personnel on duty shall wear uniforms or other clothing in accordance with established departmental policies.
- B. Personnel on duty shall maintain a neat, well-groomed appearance. Modest jewelry may be worn. Personnel will be clean shaven with exception to mustaches.

4:33 Political Activity: Personnel are prohibited from using their official capacity as an employee with the Department to influence, interfere with or affect the results of an election.

4:39 Processing Property and Evidence:

- A. Property or evidence which has been discovered, gathered or received in connection with departmental responsibilities will be processed in accordance with established departmental policies.
- B. Personnel shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence in connection with an investigation or other police action, except in accordance with established departmental policies.

4:40 Abuse of Process: Personnel shall not make false accusations of a criminal or traffic charge or make false statements in judicial actions.

4:41 Use of Department Equipment/Uniforms:

- A. Personnel shall utilize Department equipment/uniforms only for its intended purpose, in accordance with established departmental policies, and shall not abuse, damage or lose Department equipment/uniforms.
- B. All Department equipment/uniforms shall be maintained in proper order/condition.

4:42 Operating Vehicles:

- A. Personnel shall operate official vehicles in accordance with law and departmental guidelines.
- B. Loss or suspension of any driving license shall be reported to the Chief of Police immediately.

4:43 Carrying Firearms: Personnel shall carry firearms in accordance with law and departmental guidelines.

4:44 Truthfulness: Upon the order of the Chief of Police, his designee or a Department supervisor, personnel shall truthfully answer all questions specifically directed and related to their employment and operations of the Department which may be asked of them, and their specific conduct or actions as related to such.

4:45 Medical Examinations. Photographs and Line-Ups: Upon the order of the Chief of Police or his designee, personnel shall submit to any medical, ballistics, chemical or other tests, photographs, or line-ups. All procedures carried out under this subsection shall be specifically directed and related to a specific internal investigation being conducted by the Department.

## CHAPTER FIVE

### DISCIPLINARY ACTION: SANCTIONS AND PENALTIES

#### Chapter Five - Table of Contents

##### 5:1 Internal Discipline - General Policy

###### 5:1.1 Definition of Terms

###### 5:1.2 Basis for Disciplinary Action

###### 5:1.3 Basis not Limited

###### 5:1.4 Penalties

###### 5:1.5 Management Alternatives

##### 5:2 Complaints

###### 5:2.1 Sources of and Response to Complaints

###### 5:2.2 Successive Advisories

###### 5:2.3 Duty of Department Personnel to Report Violations

###### 5:2.4 Citizen Complaints Against Police Personnel

###### 5:2.5 Investigation of Alleged Misconduct

###### 5:2.6 Duty of Supervisory Personnel to Act

#### 5:1 Internal Discipline-General Policy:

5:1.1 Definition of Terms. The terms "discipline" and "internal discipline" refer to the conduct of employees of the Department. All personnel including civilian employees are subject to the policies of the Department.

5:1.2 Basis for Disciplinary Action. All Department personnel are responsible for upholding their trust by dutiful and proper conduct, by observance of National, State and Village laws and ordinances, and by compliance with the directives of this department and employee, regardless of rank, who violate these requirements is

- D. Department personnel receiving an emergency suspension shall report to the Chief of Police on the next business day at 9:00 am., unless otherwise instructed by a Department supervisor.

## 5:2 Complaints.

5:2.1 Sources of and Response to Complaints. Complaints regarding the conduct of an employee shall be investigated and the accused informed of the charges against him and his rights connected therewith.

5:2.2 Successive Advisories. The Chief will see that every person making a complaint alleging police misconduct receives verification that it is being pursued by the Department. The Chief will also see that the person who made the complaint is notified of its final disposition, with personal discussion of the outcome encouraged.

5:2.3 Duty of Department Personnel to Report Violations. Department personnel knowing of other employees violating departmental policies or legal requirements shall immediately convey the information in writing or orally to the Chief. If the information is believed to be of such gravity that it must be brought to the immediate personal attention of the Village Council.

5:2.4 Citizen Complaints Against Police Personnel. Any officer or employee receiving the complaint shall notify the Chief of Police, who will investigate the complaint according to departmental guidelines

5:2.5 Investigation of Alleged Misconduct. The Chief will investigate alleged misconduct shall conduct a thorough and accurate investigation. Such investigation shall include statements from all witnesses and concerned parties when necessary and pertinent. Alleged misconduct charges shall be investigated in accordance with any collective bargaining agreement that applies. The investigation shall be reduced to writing.





**VILLAGE OF QUINCY**  
**EMPLOYEES**  
**RULES & REGULATIONS**

Revision 11/95



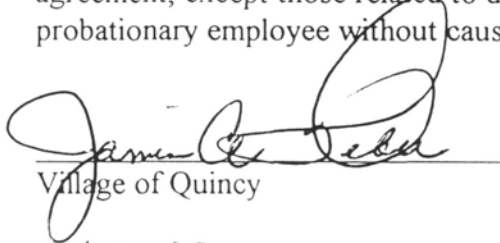
LETTER OF UNDERSTANDING

PROBATIONARY PERIOD

The members of the collective bargaining unit for the Quincy Police Department and the employer, the Village of Quincy agree to the following change in Section 13.1 of the contract effective July 1, 1995 through June 30, 1998:

When a new employee is hired to the unit, he/she shall be considered as a probationary employee for 1 year from the date of hire and the employer has the option to extend the probationary period for an additional 6 months. If the employer chooses to extend the probationary period, notice shall be given in writing to the employee and the Union before the employee's 1 year probation is completed.

The Union shall represent probationary employees for purposes including rates of pay, wages, hours of employment and grievances concerning interpretation of all aspects of this agreement, except those related to discharge and discipline. The employer may discharge a probationary employee without cause.

  
Village of Quincy

11-6-97  
Date

  
Police Officers Labor Council

11-6-97  
Date

