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A G R E E M E N T

between

THE CITY OF UTICA

and

POLICE OFFICERS LABOR COUNCIL

JULY 1, 1997 through JUNE 30, 2001

*Utica City*



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ARTICLE 1 - INTENT AND PURPOSE

- 1.1 The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions, and means of adjusting any and all disputes which may arise between the parties.
- 1.2 The general purpose of this agreement is to stabilize relations between the Employer and the Employees so as to provide, to the fullest extent possible, departmental services that will promote the safety, health, and welfare of the residents and general public in the City of Utica.

## ARTICLE 2 - RECOGNITION

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- 2.1 Pursuant to the Public Employment Relations Act, (Act 369 of P.A., of 1947, as amended), the Employer hereby recognizes the Police Officers Labor Council, during the entire term of this Agreement, as the sole and exclusive bargaining agent on behalf of all eligible employees in the appropriate unit set forth below, with respect to wages, hours, and other terms and conditions of employment. The Employer further agrees that it shall not recognize, deal with, or enter into contractual relations, either written or oral, with any other labor organization, agency, committee, individual, or group, in regards to wages, hours, or other terms and conditions of employment, on or in behalf of any of its employees coming within the meaning of this Agreement. Provided, that any individual employee at any time, may present grievances to the Employer, and have said grievances adjusted without the intervention of the Police Officers Labor Council, if adjustments are not inconsistent with the terms of the Agreement, provided further that the Police Officers Labor Council has been given opportunity to be present at such adjustment.
- 2.2 The appropriate unit described in the above section, and throughout this agreement is as follows: all regular police department employees including Police Officers and Dispatchers.

ARTICLE 3 - MANAGEMENT RESPONSIBILITY

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- 3.1 The Employer has the right to plan, direct and control all police operations and to set department policy, procedures, goals and objectives. In the furtherance of these responsibilities, the Employer also has the right to; determine selection criteria, hire, promote, discipline, discharge and determine transfer policies; establish reasonable rules and regulations for the efficient and effective operation of the department; discipline, discharge and establish disciplinary procedures; determine work schedules, tours of duty and daily assignments; determine work and performance standards; educate and train employees and determine criteria and standards of conduct for employees, subject to the provisions of this contract.
- 3.2 The hiring of dispatchers shall be the responsibility of the Employer and shall not be subject to the provisions of the Utica Civil Service Ordinance. Once hired, full-time (40 hour/ week) dispatchers shall be subject to the Utica Civil Service Ordinance. Written test shall be conducted by the Employer. The Employer will allow input from the union relative to the testing guidelines.
- 3.3 At the prerogative of the Employer, the applications for the hiring of Police Officer may, in the first instance, be invited from the position(s) of active Utica Police Department Dispatcher, providing the applicant(s) meet the Minimum Employment Standards of the Michigan Law Enforcement Officers Training Council (MLEOTC). In the event that said applicants are not available, the hiring process shall revert to the provisions of the Utica Civil Service Ordinance.
- 3.4 All dispatchers are to receive radio telephone training at a recognized and available training facility, within a reasonable period of time.
- 3.5 PROMOTION PROCEDURE: The criteria for promotions to the rank of sergeant or lieutenant shall be based upon both written and oral examinations, and seniority. The written examination will be given a weight of fifty (50%) percent, and the oral examination will be given a weight of forty-two (42%) percent. A maximum seniority credit of eight (8%) percent, shall also apply.
- (a) No police officer shall be eligible to take the written examination for promotion until they have five (5) complete and continuous years in their current rank at the time the examination is administered. The candidate must be currently employed by the Utica Police Department, as either a police officer or sergeant.
- (b) Seniority will be computed on the basis of one (1) point per year, from the first (1st) through the eighth (8th) year of continuous, most recent service as a Utica Police Officer or Sergeant, to a maximum of eight (8%) percentage points.

(c) Written tests shall be conducted by the Employer. The test will be procured from an independant testing agency selected by the Employer. The Employer will allow input from the Union as to the testing agency. A representative of the Union will be allowed to be present during the written testing procedure.

(d) A maximum of sixty (60) days notice shall be given prior to the testing date. The test bibliography shall be made available at this time.

(e) A minimum passing score on the written examination of seventy (70%) percent for the promotional examination shall be required before further testing. If no employee passes the written examination, then all participants shall be retested. Candidates shall be given an opportunity to review their test results.

(f) In the event of a tie, candidates shall be listed in order of their departmental seniority as a Utica Police Officer. In the event of equal seniority, the highest written score shall prevail.

(g) The oral examinations shall be conducted by a Board of Officers, which shall be of equal to, or greater than the rank to be filled. The Board of Officers shall consist of three (3) individuals, selected from agencies located outside of Macomb County. These individuals shall be selected by the Employer.

(h) When a vacancy occurs, the top candidate in rank order from the register may be promoted to the position on a probationary basis. The candidate will be given the salary, badge and insignia of the rank, and be expected to perform all duties and assume all responsibilities of the rank.

(i) The eligibility list shall remain in effect for two (2) years from the date of certification.

ARTICLE 4 - SAVINGS CLAUSE

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- 4.1 Should any part thereof, or any provision herein contained, be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by a decree of a court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid, shall be subject to immediate negotiation and shall not have any effect on the remainder of the Agreement.

ARTICLE 5 - AGENCY SHOP

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- 5.1 Employees covered under this Agreement at the time it becomes effective, and who are members of the Police Officers Labor Council at the time, shall be required as a condition of continued employment to continue membership in the Police Officers Labor Council, for the duration of this Agreement.
- 5.2 Employees covered by this Agreement who are not members of the Police Officers Labor Council, at the time it becomes effective, shall be required as a condition of continued employment to become members of the Police Officers Labor Council for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.
- 5.3 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Police Officers Labor Council, for the duration of the Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- 5.4 An employee shall tender an initiation fee, if not already a member, and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the requirement of this section.
- 5.5 Employees must pay membership dues by bi-weekly payroll deductions.
- 5.6 The Employer agrees to make bi-weekly payroll deductions of membership dues and/or initiation fees, not including funds or assessments, for any employee submitting a signed payroll deduction authorization card, and to pay over to the Police Officers Labor Council the total amount thus deducted for all such employees.
- 5.7 Check-off deductions under all properly executed dues check off cards shall become effective at the time of application, and when such application is tendered, the Employer shall deduct dues from the second (2nd) pay period immediately following, and according to the established bi-weekly schedule thereafter.
- 5.8 Deductions shall be remitted directly to the Police Officers Labor Council, as soon after the bi-weekly deduction as possible.

- 5.9 An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The Police Officers Labor Council, will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- 5.10 The Employer shall not be liable to the Police Officers Labor Council by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by employees.
- 5.11 The Police Officers Labor Council, will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with sections 5.1 to 5.4 of this Agreement.
- 5.12 The Employer will provide a bulletin board, which may be used by the Union for posting notices. It is mutually agreed, that memorandum of a derogatory nature to the Employer, or any City Employee, will never be placed on department bulletin boards.

ARTICLE 6 - REPRESENTATION

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- 6.1 Employees shall be represented by one (1) Association President, one (1) Vice President, one (1) Chief-Steward, one (1) Steward, and one (1) Secretary-Treasurer, who shall be regular employees and working within the department.
- 6.2 The Association will immediately notify the Employer in writing, the names of the Association Officials, and any succeeding changes.
- 6.3 The President and the Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from their supervisor. The supervisor shall grant permission provided that the President or the Steward's absence will not interfere with the work of the department.
- 6.4 The privilege of the President or Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time shall be devoted to the proper handling of grievances, and all other Union business, including bargaining meetings, Union executive meetings, and local meetings to include Association meetings, and will not be abused. The President and Steward will perform their regularly scheduled work assignments at all times, except as provided herein. Any alleged abuse will be a proper subject for a special conference.
- 6.5 The Union may select a bargaining team, which will have the privilege of leaving work during their working hours, when sufficient manpower allows and with the approval of the Department Head. No more than one (1) on-duty member may attend the meetings, but every attempt shall be made to schedule the meetings not to interfere with the work schedules of the bargaining team.
- 6.6 On-duty members may attend Union meetings provided said meetings are held within the City limits. It is understood that there shall be a two (2) hour cap for on-duty personnel. It is also understood that meetings for on-duty personnel shall be limited to four (4) meetings per year, or one (1) quarterly, and more frequently with department head approval, not to be unreasonably denied. The routine business of the department shall not be disrupted.
- 6.7 Either the Association President or one of the Association Stewards will be permitted to attend the annual Police Officers Labor Council conference, providing furloughs do not conflict. Both officers may attend if trade time is arranged by one. In the case of dispatch personnel, compensatory time may be taken if a relief dispatcher is available.



- 6.8 The Police Officers Labor Council Field Representative shall have reasonable access to the Employer's premises where unit employees work, for the purpose of adjusting grievances and representing members of the unit, at any time during working hours, provided that contact is first made with an Employer Representative and the visit does not interrupt the normal work of the department.
- 6.9 Special conferences shall be arranged between the Police Officers Labor Council Representative and the Employer or its designated Representative, upon the request of either party, and such conferences shall be scheduled at a mutually agreeable time. Such meetings shall be between at least one (1) representative of the Employer, and at least (2) representatives of the Police Officers Labor Council. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up on special conferences shall be confined to those included in the agenda. The members of the Police Officers Labor Council shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a Police Officers Labor Council Field Representative. This section does not preclude informal conferences.

ARTICLE 7 - GRIEVANCE PROCEDURES

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- 7.1 A dispute, difference or disagreement between the Police Officers Labor Council and/or unit members and the Employer regarding interpretation, application, or enforcement of this agreement, shall constitute a grievance under the provisions of the grievance procedure.
- 7.2 STEP ONE: When an employee feels that they have been aggrieved, they shall within five (5) working days after the incident, state their grievance orally to their immediate supervisor, identifying the specific article and section of this agreement which is held in dispute, indicating the relief requested, requesting that the date and time be noted. An union representative may be present at this step if so requested by the employee. The supervisor shall respond to the oral grievance within five (5) business days.
- 7.3 STEP TWO: If the employee and the immediate supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth that section of the contract held in dispute and the facts necessary to an understanding of the issues involved, signed by the employee and submitted by the Stewards or the President to the Department Head for written response within ten (10) working days, including the date and time of the oral grievance.
- 7.4 STEP THREE: If the grievance has not been satisfactorily adjusted in Step Two, the full grievance including all records and responses of the incident shall be submitted to the current Police Board at their next regularly scheduled meeting unless an extension by either party is requested to the following month's meeting. They shall endeavor to resolve the matter with either of the Association's Stewards, President and/or other selected Police Officers Labor Council Representative. The Police Board shall submit a written answer within fifteen (15) business days. If the answer from the Police Board is not satisfactory to either party, it may be submitted for arbitration, as provided in Step 4.
- 7.5 STEP FOUR: Request for arbitration by either party shall be made by written notice to the other party within five (5) business days of the expiration of the thirty (30) calendar day period immediately following receipt of the written answer at Step Three. In the event the parties cannot agree upon an arbitrator within ten (10) business days of receipt of the notice of arbitration, the arbitrator shall be selected by the F.M.C.S.
- 7.6 Any arbitrator selected shall have only the function set forth herein. The fees and approved expenses of an Arbitrator will be paid by the parties equally.
- 7.7 The Arbitrator's decision shall be final and binding on the Police Officers Labor Council and the Employer.

## 7.8 Time of answer and appeals:

- (a) The Employer will answer in writing, any grievance presented to it in writing by the Police Officers Labor Council, within the prescribed time limits set in the grievance procedure from the date of the meeting at which the grievance was discussed.
- (b) Any grievance not appealed from any answer at the first step of the grievance procedure within ten (10) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.
- (c) By mutual agreement, time limits may be extended.
- (d) Where one or more grievances involved a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not effect financial liability.
- (e) Grace periods will be granted for all time frames, in all steps when either the Department Head, his designate, or Association personnel are absent.

- 7.9 An employee may reduce to writing, a complaint regarding alleged mistreatment or actions, taken by a supervisor, which may or may not be grievable, co-signed by the Association President or one of the Stewards, and submitted to the Department Head for resolution. The Department Head will respond to the complaint in writing, within ten (10) working days.

## ARTICLE 8 - DISCIPLINE AND DISCHARGE

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- 8.1 Disciplinary action or measures shall include, but are not limited to, one or more of the following:
- (a) Administrative Counseling Notice
  - (b) Oral Reprimand
  - (c) Written Reprimand
  - (d) Suspension
  - (e) Discharge
- 8.2 Employees shall be suspended and/or discharged only for just cause. The employer, whenever possible, shall give the Association Chief-Steward or the President notice prior to suspension. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.
- 8.3 All claims for back wages shall be limited to the amount of wages which the employee would have otherwise earned, less any compensation earned elsewhere, beyond the thirtieth (30th) day.
- 8.4 The Employer agrees to continue all benefits for any employee who is suspended for thirty (30) days or less.
- 8.5 The grievance procedure shall be the exclusive remedy for discipline or discharge.
- 8.6 Suspensions of thirty (30) days or any lesser discipline, shall be imposed by the Department Head. Suspensions of more than thirty (30) days shall be imposed by the Mayor.

ARTICLE 9 - PROBATION

- 9.1 All new employees shall be regarded as probationary employees for the first twelve (12) months of their employment. In individual cases, the Employer in consultation with the Police Officers Labor Council may mutually agree to extend this provision up to, but not to exceed six (6) months. In the case of transfer from dispatch to patrol, a new twelve (12) month probationary period is required. Upon completion of the probationary period, the employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an employee shall be subject to layoff, discipline or discharge at the sole discretion of the employer and without recourse to the grievance procedure.
- 9.2 The Police Officers Labor Council shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in Articles one (1) through sixteen (16) of this Agreement, except layoff, discipline or discharge, for other than Union activity.
- 9.3 In individual cases, the Employer may extend the probation period up to six (6) months. Probationary periods may be extended for matters of discipline, work performance, suggested criminal activity, morality, and mismanagement of sick leave credits.

ARTICLE 10 - SENIORITY

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- 10.1 Seniority shall be determined first by the employees's classification, date of classification, and finally by the employee's length of service in the department. For purposes of seniority, the classification of patrol, dispatch and command are considered separate, and in the case of transfer from one classification to another, department seniority shall carry. Time spent in the armed forces on military leaves of absence, and time lost because of duty-connected disabilities shall be included.
- 10.2 An up-to-date seniority list by classification and date of rank showing the names and length of service dates, shall be posted on the Union Bulletin Board at the time of furlough drawings.
- 10.3 Employee's shall forfeit their seniority rights only for the following reasons:
- (a) They resign
  - (b) They are dismissed and not reinstated, pursuant to appeals of said dismissal
  - (c) They retire on regular service retirement
  - (d) An Arbitrator or arbitration process modifies seniority rights
  - (e) They are suspended
  - (f) They are on leave of absence
- 10.4 Employees covered by this agreement, who voluntarily accept a promotion and leave the bargaining unit, shall continue to accrue seniority within the bargaining unit up to twelve (12) months. After the period of twelve (12) months, the promoted employees seniority shall freeze within the bargaining unit for the purposes of shift and furlough selections.
- 10.5 Seniority continues while on non-duty medical leave including maternity leaves, up to a maximum of one (1) year, providing this section does not conflict with any federal or state statute. This provision does not include seniority for benefits except as applies to computation for retirement.
- 10.6 It is agreed that police officers who are transferred directly from the position of dispatcher, and said seniority is based on their hiring date as dispatcher, the Employer shall not incur the burden of past benefits, but only those that are necessarily related to the additional seniority.

ARTICLE 11 - LAYOFFS AND RECALL

- 11.1 When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Police Officers Labor Council as soon as there is any possibility of said reduction in force.
- 11.2 The Employees with the least amount of service, shall be the first laid off and the last to be recalled. If the employee laid off is classified as dispatch, the employee with the least amount of service in the patrol classification shall be demoted, and future pay and benefits shall be based on the dispatch classification.
- 11.3 Any employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which they were demoted.
- 11.4 Any grievance submitted concerning a layoff shall be submitted at the third step of the grievance procedure and the parties expressly agree that they shall expedite the final resolution thereof.
- 11.5 Employees covered by this agreement may receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.
- 11.6 For the purpose of this article, classification is defined as:
  - (a) Patrol, includes Police Officers.
  - (b) Dispatch, includes full-time dispatchers.
- 11.7 If an employee is laid off, the Employer agrees to allow the employee to continue on the City's hospitalization plan currently being provided to all other employees covered by this agreement, for a period of one (1) year, providing the employee agrees to pay for the premiums.

ARTICLE 12 - VETERANS

- 12.1 The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.
- 12.2 Except as herein provided, the re-employment rights of employees and probationers will be limited by applicable laws and regulations.
- 12.3 Employees who are in the Armed Forces Reserve or the Air National Guard, may use accrued furlough time if required to attend summer training.
- 12.4 During periods of summer training, all fringe benefits shall continue.



ARTICLE 13 - LEAVE OF ABSENCE

- 13.1 If an employee desires a leave of absence for thirty (30) days or less, the employee will submit a written request at least thirty (30) days prior to the commencement of the proposed leave, and upon written permission of the Department Head, the leave of absence may be granted. If the aforementioned leave of absence is denied by the Department Head, it may be submitted to the Police Board.
- 13.2 If an employee desires a leave of absence for more than thirty (30) days, but less than sixty (60) days, the employee will submit a written request at least thirty (30) days prior to the commencement of the proposed leave, to the Department Head, and upon approval of the City Council, the leave of absence shall be granted.
- 13.3 Periods of voluntary leaves of absence shall not be considered in the computation for benefits nor apply towards retirement. Employees requesting such leaves shall have their seniority frozen for the period of the leave.

ARTICLE 14 - HOURS OF WORK

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- 14.1 The regular hours of each work day shall be consecutive except that they may be interrupted by the following break periods. Employees scheduled on a twelve (12) hour shift shall be entitled to three (3) fifteen (15) minute breaks, and one (1) thirty (30) minute lunch. Employees scheduled on a ten (10) hour shift shall be entitled to two (2) twenty (20) minute breaks, and one (1) thirty (30) minute lunch. Employees scheduled on an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute breaks, and one (1) thirty (30) minute lunch. Lunch and break periods will not be taken in the first or last hour of the employees tour of duty, without just cause, and shall not extend into any overtime.
- 14.2 The work day shall consist of eight (8), ten (10), or twelve (12) consecutive hours of work within a twenty-four (24) hour period, except during periods of shift change, or work requirements.
- 14.3 All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time. The practice of shift selection shall continue by mutual agreement.
- 14.4 The work schedule showing the employee's shift, shall be posted on the department bulletin board for each twenty-eight (28) day work period. The work schedule shall be posted not less than seven (7) days prior to the proposed schedule change. The Employer shall post in a timely manner each month, a computer readout of each employees accumulated furlough, sick, personal business, and compensatory time, showing time used and time remaining in banks.
- 14.5 Overtime shall be defined as time spent on duty by an employee other than their normal work day when they are called in by the Officer-in-Charge, required to work beyond their normal scheduled termination time, or required to attend trials or other court functions. Overtime shall be paid at the rate of time and one-half (1 1/2 x) the employee's hourly rate. Employees have the option of converting overtime into their compensatory time bank.
- 14.6 Employees shall receive a minimum of three (3) hours at time and one-half for each court appearance. Employees shall make every effort to notify the court and obtain adjournments for any pending court cases that may arise while the employee is on furlough. Employees that are required to attend court while on furlough, shall be paid at the double (2X) time rate.

- 14.7 All employees shall be allowed to use a department vehicle to perform police duties during their off-duty hours, providing that a primary vehicle, and a backup vehicle are available. All employees that are required to use their own personal vehicle to perform police duties, shall be compensated at the current Internal Revenue Service (IRS) regulated rate, in addition to their overtime pay. Mileage does not include trips to and from the 41-A District Court. All employees shall whenever possible, sign any warrants while at court on other police business, or while on duty.
- 14.8 Employees that have been subpoenaed to appear in civil court, on a civil matter as a result of the actions taken while employed with the Employer, shall be compensated as stated in section 14.6. The employee shall turn over to the Employer any subpoena fees they have received to appear for any judicial hearing on any civil matter.
- 14.9 Employees who are called into duty during their off-duty hours, shall receive a minimum of two (2) hours pay at time and one-half. The employee will be required to stay only the time necessary to complete the assignment or detail, or as work requirements may dictate.
- 14.10 Overtime work will be permitted only when authorized by a supervisor. Normal time spent at the end of each shift to complete shift duties shall not be considered overtime.
- 14.11 Overtime shall be granted in increments of fifteen (15) minute periods of work beyond termination time. The following table shall be used to compute overtime:
- |            |               |                 |
|------------|---------------|-----------------|
| 1 minute   | to 15 minutes | .....0.25 hours |
| 16 minutes | to 30 minutes | .....0.50 hours |
| 31 minutes | to 45 minutes | .....0.75 hours |
| 46 minutes | to 60 minutes | .....1.00 hours |
- 14.12 The Employer shall pay time and one-half (1 1/2x) for a minimum of two (2) hours, for any training that the employee is required to attend, during their off-duty hours. Employees that are on furlough will not be required to attend mandatory training. All other training requested by the employee to attend, and approved by the Department Head, will be paid at straight compensatory time.
- 14.13 Compensatory time bank - All overtime for in-service training, meeting time, court time and overtime worked shall be awarded at time and one-half. On request, a maximum of seventy-five (75) hours may be credited to a compensatory time bank. Compensatory time accumulated over and above the seventy-five (75) hour maximum cap shall be paid in cash.

- 14.14 In order to compensate Dispatch Personnel for lunch periods, dispatchers shall be awarded fifteen (15) minutes of compensatory time for each four (4) hour period they work.
- 14.15 Employees shall be allowed to cash in sixty (60) hours of compensatory time per fiscal year upon request, with one (1) weeks written notice.
- 14.16 Employees shall not be responsible for finding a replacement, for any time off they wish to use.
- 14.17 Employees scheduled on a twelve (12) hour shift, shall be compensated at two (2) hours of straight time pay per week.

ARTICLE 15 - FALSE ARREST AND LIABILITY INSURANCE

- 15.1 The employer agrees to furnish and provide False Arrest and Liability Insurance for all police department employees in the amount of one million (\$1,000,000.00) dollars per incident.
- 15.2 The Police Officers Labor Council acknowledges management's rights to negotiate required insurance policies, on a policy year basis, and the Employer shall provide a copy of the current false arrest and liability insurance policy, upon reasonable request.

ARTICLE 16 - PERSONNEL FILES

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- 16.1 Nothing other than routine or administrative memos will be placed in a member's personnel file, unless they are made aware of it.
- 16.2 Prior to any written reprimand being placed in the employees personnel file, the employee shall be given the opportunity to read and initial the reprimand, and shall also be given a copy of the written reprimand being placed in their file.
- 16.3 Written reprimands shall not remain in personnel files for more than two (2) years from date of service, unless additional disciplinary action is taken against the employee during that two (2) year period. Should additional disciplinary action be taken against that employee, the original written reprimand shall remain in the personnel file for a period of three (3) years from the date of service.
- 16.4 No record of a "written" oral reprimand is to be placed into any employees personnel file.
- 16.5 There shall be only one (1) personnel file which will contain any written reprimand(s). This file shall, in its entirety, remain in the City Clerk's office only.
- 16.6 Employees may review their personnel file at a mutually agreed upon time.
- 16.7 An employee shall have the right to inspect and review any official record relating to their performance as an employee, which is kept or maintained by the Employer. The Employer shall provide an opportunity for the employee to respond in writing to any disciplinary action with which they disagree. Such response will become part of the employee's personnel file and will be removed from the file only when the disciplinary action form, in which the employee is responding to, has also been removed from the file. The employee shall be responsible for providing the written response, which is to be included in the file and attached to the record, the response is intended.

ARTICLE 17 - LIFE INSURANCE/OFF DUTY DISABILITY

- 17.1 The Employer shall provide life insurance in the face amount of forty-five thousand (\$45,000.00) Dollars, Term Life Insurance Policy, with fifty-two (52) weeks non-employment connected disability rider for qualified employee, which payment shall be seventy-five (75%) percent of the employees gross pay.
- 17.2 The Employer shall provide each employee with double indemnity life insurance at no cost to the employee.
- 17.3 If in its judgement, the Employer considers it advisable in the interest of the employees, another insurance plan or carrier may be substituted for the current plan, upon agreement with the Police Officers Labor Council.
- 17.4 In the event that an employee is killed or dies, the beneficiary shall receive from the Employer, on the next pay period following the death, a total pay-off of all monies and compensable benefits, due the deceased. The monies and benefits shall be paid in accordance with the decedants designated beneficiary, on file with the Employer. If no beneficiary is designated, all monies and benefits, shall be paid to the employees estate.
- 17.5 In the event an employee becomes injured or contracts an illness that is non-duty connected, the following provisions will govern: From day one (1) of the non-duty connected injury or illness, through the thirtieth (30th) calendar day, the employee shall utilize their accumulated sick leave and/or any other accumulated bank time, and are entitled to all benefits under this labor agreement.
- If an employee exhausts their accumulated bank time prior to becoming eligible for non-duty connected disability, they shall be dropped from the payroll until such time as they become eligible to make application for the non-duty connected disability insurance.
- On the thirty-first (31) calendar day, the employee has the option of continuing to use their accumulated bank times or they may make application for the non-duty connected disability insurance.
- In the event the employee makes application for the insurance they will receive up to fifty-two (52) weeks of non-duty connected disability payments, which shall be seventy-five (75%) percent of the employees gross base pay.
- While on non-duty connected disability the Employer shall continue to provide health care and life insurance. Time spent on non-duty connected disability will count towards retirement purposes only. The employee is not entitled to any other benefits under this labor agreement.

At the end of the fifty-two (52) weeks, the employee may utilize any remaining accumulated bank time to keep them on the payroll. If no accumulated bank time exists and the employee is unable to return to work and perform the essential functions of their classification, their employment, at the Employers option, may be terminated, provided such termination is not in conflict with any State or Federal law.

Nonwithstanding any other provision of this agreement, the Employer reserves the right to have an employee examined by a physician of the Employers choice to determine an employees fitness for return to duty.



ARTICLE 18 - PERSONAL BUSINESS TIME

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- 18.1 Personal business time shall be awarded on January 1, April 1, July 1, and October 1, of each year, for a total award of thirty two (32) hours of personal business time per year.
- 18.2 An employee may bank no more than forty (40) hours of personal business time. Any time in excess thereof at the end of the fiscal year, shall be paid to the employee, or the excess time may be added to the employees sick bank, at the employees option. All unused personal business time shall be paid to the employee upon termination, death, or retirement.
- 18.3 Personal business time shall be charged only to the personal business time bank, and may be used in increments equal to one-half of the employees tour of duty, not to be unreasonably denied.
- 18.4 The use of personal business time may be granted upon three (3) days written notice, and the request shall not be unreasonably denied. The three (3) day written notice may be waived by mutual agreement.
- 18.5 Employees shall be allowed to use personal business time in conjunction with any accrued bank time on an equal (50-50) split basis, and the request shall not be unreasonably denied.
- 18.6 Personal business time shall not be used on the following holidays, if it would create an overtime situation, or would create a public safety concern; New Years Day, Easter Day, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.
- 18.7 Employees shall be allowed to cash in any banked personal business time, up to a maximum of twenty-four (24) hours per year, upon giving the Employer one (1) weeks written notice, with the approval of the Department Head, and shall not be unreasonably denied.

ARTICLE 19 - HOLIDAYS

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- 19.1 Employees shall receive their regular rate of pay for one-hundred twelve (112) hours, to be paid in one (1) lump sum, on the third pay period in the month of November. However, should an employee die, retire, or terminate their employment, that employee will receive pay only for those holidays that have occurred in the calendar year prior to cessation of services.
- 19.2 The fourteen (14) holidays, (112 hours) in question are described as:
1. New Year's Day
  2. Martin Luther King Day
  3. Washington's Birthday
  4. Good Friday
  5. Easter Sunday
  6. Peace Officer's Memorial Day
  7. Memorial Day
  8. Independence Day
  9. Labor Day
  10. Veteran's Day
  11. Thanksgiving Day
  12. Christmas Eve Day
  13. Christmas Day
  14. New Year's Eve Day
- 19.3 Any employee who actually works any holiday listed in section 19.2 shall be paid at time and one-half ( $1\frac{1}{2}x$ ) for each hour worked.
- 19.4 Any employee scheduled or required to work overtime on any of the following holiday's, shall be compensated at double (2X) time for any time worked beyond their scheduled tour of duty; New Year's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- 19.5 Any employee who is hired after the third pay period in November shall be paid for the remaining holidays in that year, in the following year, on the third pay period in November.
- 19.6 Should an employee resign after the holiday pay checks have been issued in the third week of November, and prior to the end of that year, the employee shall reimburse the Employer for those days that they did not work. Reimbursement shall be taken out of the employee's final pay.
- 19.7 Employees covered by this agreement shall be allowed one (1) paid day off work, two (2) weeks prior to, or two (2) weeks immediately following the employees birthday, not to be unreasonably denied. Employees shall be required to submit a written request at least fourteen (14) days prior to the date they wish to have off.

ARTICLE 20 - EDUCATIONAL INCENTIVES

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- 20.1 The Employer agrees to reimburse employees for all college level police related educational courses, including books, tuition, and fees. The Employer shall make such reimbursement, provided a passing grade of "C" or higher is established, and upon presentation of a grade transcript and proper receipts of expenses. The employee shall make use of any available outside funds first. The Employer agrees to reimburse for all expenses over and above such available funds.
- 20.2 Employees shall notify the Department Head no later than December 31, if they wish to attend any classes the following calendar year and receive reimbursement for those classes. If the employee does not notify the Department Head prior to December 31, the employee will not receive reimbursement until the following fiscal year.
- 20.3 The Employer agrees to provide an educational incentive as follows:
- (a) Upon receipt of an Associates Degree in Law Enforcement or Police Administration from an accredited college or university, an employee shall be paid a \$350.00 bonus annually.
  - (b) Upon receipt of a Bachelors Degree in Law Enforcement, Police Administration, or a related field from an accredited college or university, an employee shall be paid a \$550.00 bonus annually.
  - (c) Upon receipt of a Masters Degree in Law Enforcement, Police Administration, or a related field from an accredited college or university, an employee shall be paid a \$750.00 bonus annually.
- 20.4 Payment of the above amounts shall be pro-rated to the end of the first year from the date the Employer receives documented proof of the degree, and shall be paid in a lump sum on the final paydate of each qualifying fiscal year. A separate check shall be issued.
- 20.5 The Employer agrees to reimburse employees for any tuition, books, and fees, while attending any non-college credit classes, that would enhance their work performance. The class must be approved by the Department Head, prior to the employee taking the class, in which reimbursement is requested.

ARTICLE 21 - RETIREMENT

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- 21.1 The Employer shall provide a retirement system in accordance with the provisions of Public Act 345, as amended, for sworn personnel.
- 21.2 Employee's covered by Act 345, are eligible for non-duty death benefits after ten (10) years of service.
- 21.3 Employee's covered by Act 345, shall be eligible to retire at any age, provided they have completed twenty-five (25) years of service.
- 21.4 Employees of Act 345, hired prior to July 1, 1997, shall have their final average compensation based upon the highest thirty-six (36) months, out of their last one-hundred and twenty (120) months of service.
- 21.5 Employees of Act 345 hired after July 1, 1997, shall have their final average compensation based upon their highest thirty-six (36) consecutive months out of their last one-hundred and twenty (120) months.
- 21.6 Employees covered by Act 345 hired prior to July 1, 1997, shall receive a regular retirement pension payable throughout the employees life, of two and one-half (2.5%) percent of their average final compensation multiplied by the first twenty-five (25) years of service credited to the employee, plus one (1%) percent of the employees average final compensation, multiplied by the number of years, and fraction of a year, of service rendered in excess of twenty-five (25) years.
- 21.7 Employees covered by Act 345 hired after July 1, 1997, shall receive a regular retirement pension payable throughout the employees life, of two (2%) percent of their final average compensation multiplied by the first twenty-five (25) years of service credited to the employee, plus one (1%) percent of the employees average final compensation, multiplied by the number of years, and fraction of a year, of service rendered in excess of twenty-five (25) years.
- 21.8 The department pension board representatives, shall be allowed to attend the M.A.P.E.R.S. conferences, without loss of time or pay.
- 21.9 Civilian employees may avail themselves to the Municipal Employees Retirement System. Employees shall be required to contribute five (5%) percent of their weekly gross pay toward the retirement plan.
- 21.10 Civilian employees shall be eligible to retire after twenty-five (25) years of service, provided they have reached fifty-five (55) years of age.

ARTICLE 22 - JURY DUTY

- 22.1 Employees will be reimbursed for jury duty, not to exceed sixty (60) days. This provision shall apply only when scheduled for duty with the Employer.
- 22.2 The employee will take all steps necessary and available to be excused from jury duty. When the employee is paid for jury duty, said employee shall turn over all funds received for said jury duty to the Employer, provided the employee was working a scheduled shift at the time they were excused for the jury duty appearance.

ARTICLE 23 - FUNERAL LEAVE

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- 23.1 Five (5) days off with pay will be granted, when death occurs to the husband, wife, children, mother, father, sister, or brother.
- 23.2 Three (3) days off with pay will be granted, when death occurs to the mother-in-law, father-in-law, stepchildren, or members of immediate household.
- 23.3 Two (2) days off with pay will be granted, when death occurs to the grandparents, spouses grandparents, grandchildren, or other relatives, not to exceed first cousins.
- 23.4 Furlough days, personal business time, compensatory time, and additional time off without pay, may be granted with Department Head approval, not to be unreasonably denied.
- 23.5 Two (2) additional days off shall be awarded to attend the funeral, provided the funeral is a distance of three-hundred (300) miles or further from the City boundaries.
- 23.6 If a death should occur to anyone described in this article, and the employee attends the funeral while on furlough, the employee shall be granted those actual days as funeral leave days, not to exceed the number of days prescribed in this article for funeral leave. Furlough days replaced with funeral leave days, shall be taken immediately following the funeral leave days, with Department Head approval. If denied, the unused furlough days shall be replaced into their furlough bank.
- 23.7 Funeral leave days shall not be deducted from any employee bank.
- 23.8 Funeral leave days shall be granted, provided the employee attends the funeral of the deceased.

24.14 Cash cleaning allowances shall be pro-rated from the date of hire or reclassification.

24.15 All cash allowances shall be paid by separate check, with one-half of the uniform and cleaning allowances paid in the third (3rd) week of January, and one-half paid in the third (3rd) week of July

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ARTICLE 25 - SICK LEAVE

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- 25.1 The term sick leave shall be defined as an absence due to the legitimate illness or injury of the employee, and to the attendance upon immediate members of the family of the employee living within their household, when legitimately sick or injured, and when other adult members of the household are not able to serve. The granting of sick time for attendance upon the immediate family members of a household, shall be limited to three (3) consecutive sick days.
- 25.2 When the illness or injury of an employee results in the use of three (3) consecutive sick days, the illness or injury shall be verified by submitting medical documentation upon request of a supervising officer.
- 25.3 When any employee becomes sick, they shall notify the on-duty dispatcher. Notification shall be made if possible, at least one (1) hour prior to the start of their tour of duty, stating the nature of their illness and whether they need assistance. The dispatcher shall notify the ranking on-duty officer, properly log the information on the radio log, and prepare a quick note. When the nature of the illness is so serious as to prevent an employee from placing their own sick call, the on-duty dispatcher shall identify the caller, and request the same required information.
- 25.4 If an employee is unable to perform their assigned duties when all of their sick bank is exhausted, they shall be dropped from the payroll. An employee shall have the option of extending their sick leave, with the use of accumulated furlough, personal business time, or compensatory time credits.
- 25.5 Sick leave shall be accumulated at eight (8) hours per month worked, with an unlimited bank accumulation. Upon death or retirement, compensation shall be paid for fifty (50%) percent of accumulated days, or a maximum of eighty-five (85) days, or six-hundred eighty (680) hours.
- 25.6 If an employee is scheduled to work an overtime shift, and calls in sick for that shift, they shall not be charged for the use of the sick time.



- 25.7 If an employee does not use any sick leave time for the determined year, they shall receive thirty-two (32) hours of incentive pay, not to be deducted from their sick bank. If an employee does not use any sick leave time for a period of ten (10) consecutive years, they shall receive forty (40) hours of incentive pay, not to be deducted from their sick bank. Payment is to be made on the first week following the completion of the determined year, in a separate check. The determined year shall commence on the day following the use of a sick leave day. Eligible employees shall be required to submit a notice to the department payroll officer advising that they have reached the one year date for incentive pay.
- 25.8 Employees shall be allowed to voluntarily transfer up to a maximum of eight (8) hours of their accumulated sick leave during any given fiscal year, to another employee who has exhausted all of their available banks, and is currently on sick leave.
- (a) Voluntary transfer of sick leave credits, shall not affect the sick leave incentive.
  - (b) Employees receiving the sick leave credits, may not receive more converted sick leave credits, than they actually need to cover a current period of sick leave absence.
  - (c) The eight (8) hour maximum cap for the transfer of sick leave credits, from one (1) employee to another employee, may be waived upon written request and with approval of the Employer.

ARTICLE 26 - FURLOUGHS

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- 26.1 A furlough is a temporary separation from service, and for the purpose of this definition, a furlough shall be construed to include the standard number of leave days granted in connection with the furlough. The number of annual furlough days earned by employees shall be based on the following procedure.
- 26.2 Furlough time shall be based on the anniversary date of employment, and shall accrue as follows:
- (a) After one (1) year of employment, eighty (80) work hours for employees on eight (8) and ten (10) hour shifts, and eighty-four (84) work hours for employees on twelve (12) hour shifts.
  - (b) After three (3) years of employment, one-hundred and twenty (120) work hours.
  - (c) After five (5) years of employment, one-hundred and sixty (160) work hours.
  - (d) After twenty (20) years of employment, employees shall receive eight (8) work hours per year, for each year beyond twenty (20) years.
- 26.3 Furloughs shall be taken on a winter/summer selection basis, when adequate furlough credits permit.
- 26.4 The summer furlough season shall be the months of April through September, and the winter furlough season shall be the months of October through March. At least forty-five (45) days prior to the beginning of the furlough season, a furlough selection notice shall be posted on the department bulletin board, and furloughs shall be selected, as prescribed elsewhere in this article.
- 26.5 During the months of June, July, August, October, November, and December, a maximum of eighty-four (84) hours shall be allowed, and the weeks must run consecutively, unless by selection process, or by mutual agreement, and with approval of the Department Head.
- 26.6 Within the bargaining unit, furloughs shall be selected by descending order of department seniority. Administrative and command section furloughs shall not conflict with either the patrol or dispatch selection process.
- 26.7 Earned furlough day credits shall be awarded each year, on the day following the anniversary date of employment.

- 26.8 Furlough day credits shall not accumulate beyond two-hundred (200) work hours. When adequate furlough credits permit, employees shall only be allowed to bank forty (40) work hours, per year. The use of furlough bank credits shall be used only with the consent of the Department Head, and their use shall not be unreasonably denied.
- 26.9 Employees may be allowed to cash in unused furlough time, beyond the established cap of two hundred (200) hours, provided the employee gives the Employer five (5) days written notice. Cash buyouts will be done at the end of the fiscal year, and shall be paid in the first pay period in July.
- 26.10 On written request, furlough days may be used in increments, equal to one-half of the employees scheduled tour of duty, with the approval of the Department Head, and said request shall not be unreasonably denied.
- 26.11 A total of two (2) members of the patrol division, assigned to separate platoons, and one (1) member of the dispatch section, shall be able to use a furlough credit on the same day.
- 26.12 Furloughs shall not be changed, except by written request, and approved by the Department Head or ranking officer.
- 26.13 No exchange of furloughs will be permitted without the approval of the Department Head, and by mutual agreement of all interested parties.
- 26.14 If an employee becomes seriously ill or disabled during their scheduled furlough, and is confined to a medical facility or their home, under the care of a physician, said employee shall have the option of immediately notifying their duty station that they elect to use sick leave days in lieu of furlough days, and the furlough days shall be rescheduled if possible, or returned to the furlough balance. Partial days shall be charged to furlough credits, and medical documentation must be provided by the employee from the attending physician.
- 26.15 Furloughs shall be scheduled between leave days, unless waived by mutual agreement between the employee and the Department Head.
- 26.16 Furloughs shall be pro-rated for the months of service upon retirement, resignation, or death.



## ARTICLE 27 - LONGEVITY

- 27.1 Eligibility for longevity by an employee shall initially commence when the employee shall have completed five (5) years of continuous full-time employment.
- 27.2 Continuous employment, shall not be considered as interrupted when absences arise such as furloughs, sick leaves and duty-connected disability. Absences due to voluntary leaves of absence granted by the Department Head or City Council and non-duty connected disabilities shall not be considered in the computation of continuous years of service for longevity compensation.
- 27.3 Longevity pay shall be determined by multiplying the percentage provided in section 27.7, for the appropriate years of service for the employee, by the annual base salary of the employee.
- 27.4 Longevity pay shall be paid in the pay periods immediately following any qualifying anniversary dates.
- 27.5 Upon the death of an employee, the longevity pay due to the employee shall be paid to the designated beneficiary.
- 27.6 Longevity shall be pro-rated for the months of service, upon resignation, death or retirement.
- 27.7 Specified rates of compensation are as follows:

Complete Continuous Years of Service	Percentage
Step 1.....5 to 9 Years	2%
Step 2.....10 to 14 Years	4%
Step 3.....15 to 19 Years	6%
Step 4.....20 to 24 Years	8%
Step 5.....25 years and up	10%

ARTICLE 28 - HOSPITALIZATION

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- 28.1 The Employer shall provide Master Medical and Surgical Fee benefits for qualified employees and their dependants as provided in the existing contract between the Employer and the Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield) and Prescriptions, by assuming the monthly premiums for each eligible employee and their dependants.
- 28.2 The Employer shall provide each employee and his dependants with the Blue Cross/Blue Shield Vision Care Program.
- 28.3 The Employer shall provide 60/40 Co-pay Dental Services, with an eight-hundred (\$800.00) dollar per year cap.
- 28.4 The Employer shall provide an Orthodontic rider with an eight-hundred (\$800.00) dollar per person lifetime cap.
- 28.5 Upon retirement, the Employer shall provide Blue Cross/Blue Shield for employees and their spouses until eligible for medicare.
- 28.6 If in its judgement, the Employer considers it advisable in the interest of the employees, another type of local plan, or a plan insured by an insurance company or other plan selected by the Employer, may be substituted for the plan currently in effect, upon agreement with the Police Officers Labor Council.
- 28.7 The Employer and the Police Officers Labor Council acknowledge that the following coverage is provided in the medical insurance presently in effect: Basic Comp/Hosp MVF-1, MM Opt #3 Excl Drugs, CR-40-40-40/MBL800, Preferred Rx Prescription \$5.00, O.S.-50/Orthodontics, ML/Lab Work, FAE-RC/Emergency Care.
- 28.8 If an employee dies due to an injury or illness received in the line of duty, the Employer agrees to provide Blue Cross/Blue Shield coverage for the family of the deceased, as currently being provided to all other employees covered by this agreement. The Employer agrees to pay the premium for a period of three (3) years. If the spouse remarries or receives health insurance coverage from an employer or other source during this period, the Employer will no longer provide the insurance coverage.
- 28.9 Upon the death of an employee covered by this agreement, the Employer agrees to provide Blue Cross/Blue Shield coverage for the family of the deceased, as currently being provided to all other employees covered by this agreement. The Employer agrees to pay the premium for a period of one (1) year, and the family may continue with the coverage after that time providing that they pay the insurance premiums.

28.10 If an employee drops the BC/BS coverage offered by the Employer, the employee shall receive thirty-five (35%) percent of the annual premium as a bonus, on the first pay period in January of the following year that the employee drops from the plan.

ARTICLE 29 - RESIDENCY

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- 29.1 Any employee of the bargaining unit must reside within a fifty (50) mile radius of the City of Utica, excluding Wayne County and any foreign country.



ARTICLE 30 - DEFERRED COMPENSATION PLAN

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- 30.1 The Employer agrees to offer to the employees, a 457 deferred compensation plan, to which the employees may avail themselves. Participation in the plan shall be voluntary. It is understood that the 457 deferred compensation plan currently offered, is being administered by I.C.M.A.
- 30.2 The Employer agrees to make monthly deposits of one-hundred (\$100.00) dollars into each dispatcher's 457 deferred compensation plan. This benefit applies, provided the employee participates in the plan, contributing at least the minimal amount required by the plan. Once employees are enrolled in the Municipal Employees Retirement System they are not eligible for the (\$100) One Hundred dollar monthly deposit, Made by the City Employer, into their I.C.M.A. 457 Deferred Compensation Account.

ARTICLE 31 - ON-DUTY DISABILITY CLAUSE

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- 31.1 When necessary, employees injured on-duty shall seek medical attention at the emergency facilities of William Beaumont Hospital in Troy. Employees shall prepare and sign the hospital authorization form and present their hospitalization card at the time of treatment. The injury shall be reported to a ranking officer, who shall as soon as practical, prepare the Yeager and Company, Inc., Supervisor's Accident Investigation Report.
- 31.2 In the case of serious injury, or injury that requires hospital admission, the Department Head shall be notified immediately.
- 31.3 Recognizing the natural hazards of the police profession, the possibility of fatal injury always exists. In this eventuality, notification of the next of kin shall not be attempted. The Department Head shall personally assume this responsibility.
- 31.4 An employee injured in the line of duty shall be entitled to a weekly payment equivalent to their current base pay, for three-hundred and sixty-five (365) days, subject to the following sections.
- 31.5 Provisions of the Workman's Compensation Act shall apply to all accidents and injuries of employees in the line of duty.
- 31.6 The amount of compensation due the employee under the provisions of the Employer's Workman's Compensation policy shall be paid directly to the employee. The employee shall receive no additional pay from the Employer during this period.
- 31.7 Net take-home pay for purposes outlined in this Article, shall mean current base-salary, less mandatory payroll deductions, not to exceed two-thirds ( $2/3$ rds) of base pay. The deductions will include retirement contributions, Federal and State withholding taxes, F.I.C.A., Union Dues, etc.

## ARTICLE 32 - EQUIPMENT AND SUPPLIES

- 32.1 The Employer shall continue to provide patrol vehicles and the minimum vehicle standards as detailed below shall be maintained whenever possible.
- 32.2 Minimum Vehicle Standards:
- (a) No less than a one-hundred and twelve (112) inch wheelbase
  - (b) Manufacturers latest police specifications
  - (c) Rear window defoggers, if available
  - (d) Air conditioning
  - (e) Steel belted radial tires, with snow tires provided between November 15th and April 15th
  - (f) Vehicles to be maintained at original manufacturers specifications.
  - (g) Power windows
- 32.3 Working Equipment to be provided in each vehicle:
- (a) Shotgun - Ithaca model 37, or Remington model 870
  - (b) Protective shield
  - (c) Push bumpers
  - (d) Fire extinguisher
  - (e) First Aid Kit
  - (f) Blankets
  - (g) One-hundred (100') foot rope
  - (h) Flares
  - (i) Dog pole
  - (j) Rescue bar
  - (k) AIDS prevention kit
  - (l) One (1) box of rubber gloves
  - (m) Radar units that meet MSP specifications
- 32.4 Minimum Vehicle Conditions:
- (a) Vehicles to be removed from service between fifty-thousand (50,000) miles, and approximately eighty-thousand (80,000) miles. The mileage cap may be extended with Union approval.
  - (b) Safety inspections every ten-thousand (10,000) miles by a competent mechanic.
  - (c) Tires to be removed from service, when they reach an average of five-thirty seconds (5/32") of an inch tread.
  - (d) Equipment to be maintained to at least original specifications, minus fair wear and tear.
  - (e) Suspension systems to be maintained, including but not limited to, shocks, and leaf and coil springs.
  - (f) Tires are to be Goodyear "Eagle GT" or a tire of better quality, if available. A stock of regular street tires and snow tires will be maintained by the Employer. It shall be the responsibility of the officers operating the patrol vehicles, to report tires which fall below the minimum requirements, if such occurs between the ten-thousand (10,000) mile inspections.

- 32.5 The Employer shall maintain the police department radio system, having periodic checks of the system made by the Macomb County Radio Department, or a recognized agency, keeping the system in proper working order at all times. The radio system is described as: the dispatch console, the car mobile units, the portable (prep) units, batteries, the battery charger system, and the satellite receiver. The Employer will make all efforts to follow the recommendations of the Macomb County Radio Department or another recognized agency (to be selected by mutual agreement and maintain the system as suggested.
- 32.6 The Employer shall provide each officer with replacement service ammunition as expended.

ARTICLE 33 - POST TRAUMATIC STRESS SYNDROME

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- 33.1 The purpose of this article is to establish a procedure permitting assistance to an employee when they have been involved in a fatal police action, or seriously wounds another in the line of duty.
- 33.2 The intention of this article, is to insure that the employee has access to any psychological and/or psychiatric counseling after the incident, that may be deemed necessary, to insure the employees well being, both physically and mentally.
- 33.3 The employee shall undergo a debriefing with the Department Head and should be done before the employee leaves for home at the end of their tour of duty, or as soon thereafter as possible. The purpose of this debriefing will be to allow the employees feelings to be heard and to deal with the moral, ethical and/or psychological residual effects of the incident.
- 33.4 Provisions for a support counselor interview within a few days after the incident to allow the employee the opportunity to discuss their feelings, will be offered by the Employer, at no cost to the employee.
- 33.5 In the event that additional counseling is deemed necessary, it shall be provided. If therapy is indicated as a result of counseling or evaluation, it will be provided at the Employers expense.
- 33.6 After the incident, the employee shall be placed on a three (3) day administrative leave, with full pay and benefits.
- 33.7 The obligation of the Employer to pay for counseling, shall be limited to a six (6) month period from the date of the police action. The six (6) month period may be extended an additional three (3) month period, at the sole discretion of the City Council.
- 33.8 The obligation of the Employer is limited to payment for counseling not paid for, or covered by the Employer's Workman Compensation carrier, or medical insurance carrier.
- 33.9 Any monies paid out by the Employer, that are later payable from any other source, shall be reimbursed to the Employer.

ARTICLE 34 - WAGES

34.1 The starting pay for a police officer hired after 07-01-97, shall be fifteen-thousand (\$15,000.00) dollars less than the top paid police officer. Increments of fifteen hundred (\$1,500.00) dollars shall be awarded every six (6) months, for five (5) years from the date of hire, until top pay is attained.

34.2 The starting pay for a dispatcher hired after 07-01-97, shall be six-thousand (\$6,000.00) dollars less than the top paid dispatcher. Increments of one-thousand (\$1,000.00) dollars shall be awarded every six (6) months for three (3) years from the date of hire, until top pay is attained.

34.3 Effective July 1, 1997 and until June 30, 1998, the following rates of pay will be in effect:

Police Officer (top salary)..... \$43,221.83

Dispatcher (top salary)..... \$29,346.50

34.4 Effective July 1, 1998 and until June 30, 1999, the following rates of pay will be in effect:

Police Officer (top salary)..... \$44,626.54<sup>(+3%)</sup>

Dispatcher (top salary)..... \$30,300.26

34.5 Effective July 1, 1999 and until June 30, 2000, the following rates of pay will be in effect:

Police Officer (top salary)..... \$46,188.47<sup>(+4%)</sup>

Dispatcher (top salary)..... \$31,360.77

34.6 Effective July 1, 2000 and until June 30, 2001, the following rates of pay will be in effect:

Police Officer (top salary)..... \$48,036.00<sup>(+4%)</sup>

Dispatcher (top salary)..... \$32,615.20

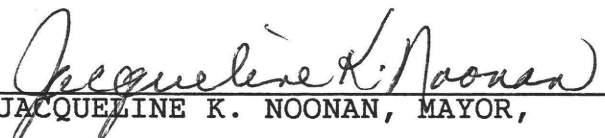
## ARTICLE 35 - TERMINATION

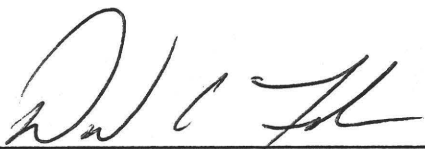
- 35.1 This agreement is in effect and in full force on JULY 1, 1997 and shall continue without amendment or modification, until 11:59 P.M., JUNE 30, 2001.
- 35.2 Either party desiring to make additions or modifications to this Agreement with respect to hours, wages, and/or terms and conditions of employment, shall notify the other party in writing, one-hundred and twenty (120) days prior to the annual anniversary date of this contract. The respective bargaining committees of each party to this Agreement will meet thereafter at such mutually convenient times for said purpose.
- 35.3 IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of: October 31, 1997.

APPROVED AS OF THE DATE REFERRED TO ABOVE.

CITY OF UTICA

POLICE OFFICERS LABOR COUNCIL

  
JACQUELINE K. NOONAN, MAYOR,

  
DAVID A. FABER, P.O.L.C.

  
WILLIAM J. MCGRAIL, CITY ATTORNEY

  
JEROME L. CARROLL, P.O.L.C.

  
PAUL L. KOWALESKI, P.O.L.C.

  
MICHAEL SOMERO, POLICE OFFICERS  
LABOR COUNCIL, FIELD REPRESENTATIVE

## LETTER OF UNDERSTANDING

Each employee of the bargaining unit shall be paid a one-time bonus of one (1%) percent of base pay effective on 07-01-97, upon execution of the 07-01-97 to 06-30-2001 labor contract. This provision shall not constitute precedent for any future contract.

CITY OF UTICA

POLICE OFFICER LABOR COUNCIL

  
\_\_\_\_\_  
WILLIAM J, MCGRAIL, CITY ATTORNEY

  
\_\_\_\_\_  
MICHAEL SOMERO, P.O.L.C.  
FIELD REPRESENTATIVE



## LETTER OF UNDERSTANDING

During the period of July 1, 1997 to June 30, 2001, the employee assigned to the Detective Bureau is permitted to work four (4) hours per week of overtime without prior approval provided that that employee is the only employee assigned to the Detective Bureau. Overtime shall be devoted to the completion of duties related to the Detective Bureau. This provision shall not constitute precedent for any future contract.

CITY OF UTICA

  
\_\_\_\_\_  
WILLIAM J. MCGRAIL, CITY ATTORNEY

POLICE OFFICERS LABOR COUNCIL

  
\_\_\_\_\_  
MICHAEL SOMERO, P.O.L.C.  
FIELD REPRESENTATIVE

## LETTER OF UNDERSTANDING

The Employer agrees to provide a pension plan for civilian personnel with the Municipal Employees' Retirement System of Michigan (MERS), with the chosen B-2 Benefit Program, with a 10 year vesting and retirement after twenty-five (25) years of service and fifty-five (55) years of age. It is agreed that employees that avail themselves of the MERS system, may not participate in the Aetna System.

It is understood that this plan will take some time to implement due to necessary paperwork that must be filed with the pension plan.

The Employer agrees to continue to provide the contribution into the employees deferred compensation plan until such time as the pension plan is in effect, at which point the Employer will no longer be liable to provide the contribution into the deferred compensation plan.

CITY OF UTICA

POLICE OFFICERS LABOR COUNCIL

WILLIAM J. MCGRAIL, CITY ATTORNEYMICHAEL SOMERO, P.O.L.C.  
FIELD REPRESENTATIVE

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\*\*\*FOR REFERENCE ONLY - NOT PART OF THE BARGAINING AGREEMENT\*\*\*

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# UTICA POLICE OFFICERS ASSOCIATION

7550 AUBURN  
UTICA, MICHIGAN 48317  
(810) 731-2345

Mayor Noonan,

Please be advised that as of 1-21-98 the Utica Police Officers Association has a new representative from The Police Officers Labor Council. The new representative is Mr. Rick Berninger.

This change is due to the illness of Mr. Paul Konopa.

*Maurice McQuade*  
Secretary/Treasurer-UPOA

*Rec'd in  
2/3/98  
for Bill M.  
cc Chief Berninger  
& Clerk*