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# **AGREEMENT**

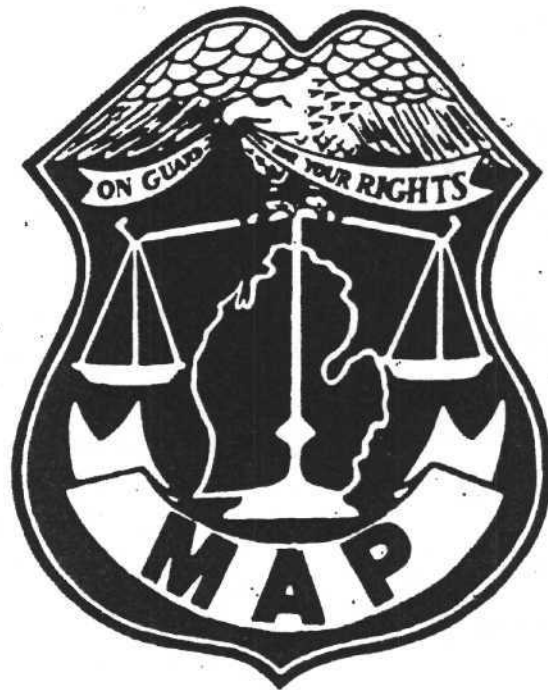
*between*

**CITY OF YALE**

*and*

**YALE POLICE OFFICERS'  
ASSOCIATION/MICHIGAN  
ASSOCIATION OF POLICE/MAP**

*Yale, City of*



**October 1, 1997 through September 30, 2000**

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**CITY OF YALE**

*and*

**YALE POLICE OFFICERS'  
ASSOCIATION/MICHIGAN  
ASSOCIATION OF POLICE/MAP**



**October 1, 1997 through September 30, 2000**

YALE POLICE OFFICERS' ASSOCIATION  
1000 W. WASHINGTON ST.  
YALE, MI 48394

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## **ARTICLE I** **AGREEMENT**

**1.1** This Agreement is made and entered into between the **City of Yale, Michigan**, hereinafter referred to as the "**Employer**" or the "**City**", and the **Michigan Association of Police/MAP**, hereinafter referred to as the "**Union**" or the "**Association**".

**1.2** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the employees, and the Union.

**1.3** The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in providing proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives and among all employees.

## **ARTICLE II** **RECOGNITION**

**2.1** In accordance with the provisions of the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, the City hereby recognizes the Union as the exclusive representative, for purposes of collective bargaining, with respect to wages, hours, and other terms and conditions of employment, of all employees of the City of Yale Police Department in the bargaining unit described as follows:

All full time and regular part time Police Officers; but, excluding executives, supervisors and all other employees.

**2.2** While the Union represents probationary employees, the parties mutually agree that any probationary employee may be discharged or disciplined without recourse to the grievance procedure.

**ARTICLE III**  
**UNION RIGHTS AND RESPONSIBILITIES**

**3.1** The members of the bargaining unit shall be represented by a steward or stewards whose names shall be forwarded in writing to the Chief of Police by the Union who shall also notify the Chief of Police in writing of any change of steward.

**3.2** The steward shall be permitted to confer with the Employer for the purposes of collective bargaining negotiations and the presentation of grievances in accordance with the grievance procedure contained in this Agreement during scheduled working hours without loss of time or pay.

**3.3** Authorized representatives of the Union shall be permitted to visit the premises of the Employer and confer with members of the bargaining unit during working hours concerning matters covered by this Agreement, providing such discussion does not interfere with the proper performance of the members' duties or with the operations of the Police Department.

**3.4** Special conferences on important matters will be arranged between the Union and the Chief of Police, or their designated representatives, upon the written request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the conference shall be presented at the time the conference is requested.

**3.5** The Union, and each member of the bargaining unit, agree that there shall be no strikes, work stoppages, slowdowns, or other interference with the operations of the Employer. In the event of such interruption or curtailment, after written notice from the City, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge for dereliction of duty and the Union shall instruct all persons to immediately cease such conduct.

**3.6** The Employer agrees that there will be no lockout of employees at any time.

**ARTICLE IV**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**4.1** The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.

**4.2** The City has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed, and to solely determine if such work is to be performed. The City has the right to layoff personnel and to contract or subcontract all or part of the work in order to reduce operating costs or due to a lack of work or funds.

**4.3** The City has the right to promulgate reasonable rules and regulations affecting the employees covered by the Agreement.

**4.4** The City shall retain as management rights any and all powers regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of the Agreement.

**4.5** The City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by the Agreement.

**ARTICLE V**  
**UNION SECURITY**

**5.1** Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

**5.2** The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.

**5.3** Any person first hired by the City on or after April 1, 1988 who is covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the City from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee in accordance with this Agreement.

**5.4** The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement.

**5.5** All Union membership dues and service fees will be authorized, levied and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certification by the Michigan Association of Police or its agent regarding the specific dollar amounts to be deducted from each pay and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent to the Michigan Association of Police, 26400 Lahser Road Suite 111, Southfield, MI 48034. The amounts of dues and service fees deducted shall be expressed in terms of specific dollars and cents to be deducted from each pay provided the employee receives pay on a given pay date. The amounts to be deducted shall not be changed by the Union more often than once per year.

**5.6** The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provision.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

**6.1** A grievance is an alleged violation of a specific provision of this Agreement.

**6.2** All grievances shall be processed strictly in accordance with the following steps:

- A. STEP I - ORAL:** An employee who believes that he/she is aggrieved shall discuss the matter with the employee's immediate supervisor, with or without the presence of the steward. The parties shall discuss the matter and shall make every effort to reach a mutually satisfactory settlement.



**B. STEP 2 - WRITTEN:** If the matter is not satisfactorily settled by oral discussion at Step 1, the aggrieved employee(s) shall refer the matter to the steward who may submit a written grievance to the Chief of Police. Such written grievance must:

1. be signed by the employee(s) involved and by the steward;
2. be dated and be submitted within ten (10) working days of the incident or occurrence giving rise to the grievance, or ten (10) working days from the time the Employee could have become aware of the incident;
3. contain a complete statement of the facts giving rise to the grievance;
4. identify the specific provisions of this Agreement that are alleged to have been violated; and,
5. specify the remedy desired by the Union.

Upon receipt of the written grievance, the Chief of Police, or his/her designee, shall sign and date the grievance indicating he/she has received it, and shall meet with the steward and the aggrieved employee within five (5) working days to discuss the grievance. Within five (5) working days of such discussion, the Chief of Police, or his/her designee, shall submit his/her written response to the grievance to the steward.

**C. STEP 3 - ARBITRATION:** If the grievance is not satisfactorily resolved at Step 2, the Michigan Association of Police (MAP), or its designee, may submit it to arbitration by giving written notice of intent to arbitrate to the Chief of Police within twenty (20) working days of the date of the written response to the grievance by the Chief of Police at Step 2.

The Union or its designee, and the Chief of Police, or the City's designee, shall meet to discuss the grievance and the facts relative to the grievance. Each party shall fully disclose at this meeting all facts and evidence it intends to present to the arbitrator. Facts and evidence not so disclosed shall not be admissible in the arbitration hearing. If the matter remains unresolved after such full disclosure, the parties shall also attempt to mutually select an arbitrator. If they are unable to agree upon an impartial arbitrator within seven (7) working days of submission of the grievance to arbitration, the Union may submit the grievance to the Federal Mediation and Conciliation Service which shall select an arbitrator in accordance with its rules. The arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Service and subject to the restrictions and provisions of this Agreement. The arbitrator shall limit his/her decision to the strict interpretation, application or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
2. limiting or interfering with, in any way, the powers and duties of the City of Yale under its Charter or applicable law;
3. changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City so long as such practice, policy or rule does not conflict with the express terms of this Agreement;
4. establishing or changing wage scales or rates or economic benefits; or
5. granting any right or relief for any period of time whatsoever prior to the effective date of the Agreement or subsequent to its date of termination.

The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, an adjustment may be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he/she may have earned from personal services from any source during the period in question or from unemployment compensation benefits. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

In the event a case is appealed to the arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay any expenses of, witnesses who are called by them. Pay for lost time for any employees in the bargaining unit shall not apply to their participation in arbitration cases, provided that the City shall release employees from work, without pay, to participate in arbitration cases provided that at least forty-eight (48) hours' notice is given and provided such release does not adversely affect the operations of the City.

The decision of the arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the City and there shall be no appeal from the decision of the arbitrator if made in accordance with the jurisdiction and authority under this Agreement.

may, by written mutual agreement, waive time limits or  
instance. Grievances not appealed in writing to the next  
time limits shall be considered settled on the basis  
of decision.

not answered at any step by the Employer within the  
time may be advanced to the next step of the grievance

## **ARTICLE VII** **EXTENT OF AGREEMENT**

agree that this Agreement constitutes the entire  
contract relative to wages, hours, and other terms and  
conditions. The Union and the City, for the life of this  
Agreement, waive the right to further collective bargaining with  
respect to any matter referred to or covered in this Agreement, even  
if such matter may not have been within the knowledge or  
control of either or both parties at the time that they negotiated or

may, by written mutual agreement, amend, modify, or

## **ARTICLE VIII** **ENTIRETY AND SAVING CLAUSE**

no part of any article or section of this contract, or of any riders thereto,  
shall be rendered null and void by operation of law, or by a tribunal of competent  
jurisdiction with or without enforcement of any article or section  
of this contract and of any rider thereto, or the  
entirety of this contract and of any rider thereto, or the  
entirety of any article or section to persons or circumstances other than  
those intended to be covered hereby, shall be held invalid or as to which compliance with or  
thereof shall be restrained, shall not be affected thereby.

**8.2** In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## **ARTICLE IX** **UNIFORMS AND EQUIPMENT**

**9.1** Full time officers shall continue to be furnished uniforms and equipment as needed as has been done in the past.

**9.2** During the second year of this contract, starting with 10-01-91, all part-time officers who have worked a minimum average of twenty (20) hours per pay period the previous year will be entitled to receive, if needed, two (2) pairs of uniform trousers, two (2) long-sleeve and two (2) short-sleeve shirts or other needed equipment items of equivalent value with the approval of the Chief of Police.

## **ARTICLE X** **PENSIONS**

**10.1** The Employer shall deposit 5% of annual gross salary for the life of the contract.

## **ARTICLE XI** **SICK AND PERSONAL DAYS**

**11.1** Full time officers shall accrue sick time on the basis of one (1) day (10 hours) per month up to a maximum of twelve (12) days (120 hours) per year.

**11.2** Each full time officer shall be allowed to accumulate up to a total of ninety-eight (98) days (980 hours).

**11.3** Two (2) sick banks will be created. The first five hundred (500) hours accumulated will be maintained in a primary bank, and the employee shall receive a pay-out of fifty (50%) per cent upon separation after five (5) years of service. Any hours over five hundred (500), up to nine hundred, eighty (980), will be maintained in a secondary bank, and the employee shall receive a pay-out of twenty-five (25%) per cent upon separation after five (5) years of service.

**11.4** Employees who accumulate sick/personal time on a monthly basis may use up to 12 days (120 hours) in any 12 month period as sick or personal time. Any use of time in excess of 12 days during a 12 month period must be for sickness.

## **ARTICLE XII** **DUTY DISABILITY BENEFITS**

**12.1** Employees who are disabled due to a duty-caused injury or illness shall be entitled to their Workers' Compensation insurance benefits as prescribed by law plus a supplemental benefit provided by the City, as follows:

The City shall pay employees with duty-caused disabilities, who are receiving Workers' Compensation benefits the difference between their regular straight time pay and such Workers' Compensation benefits for a maximum period of one (1) year in each instance. City-provided insurance benefits shall continue during such one (1) year period.

## **ARTICLE XIII** **HOLIDAY PAY**

**13.1** A full time officer will receive pay on holidays as follows:

- A. Holiday Not Worked:** For a holiday not worked, each full time officer will receive one day straight time pay.
- B. Holiday Scheduled and Worked:** An officer who is scheduled to work on a holiday and who works on the holiday will receive regular pay plus time and one half for hours worked that day.

**Not Scheduled and Worked:** An officer not to work on a holiday who is subsequently offered the work will receive regular pay plus double hours worked that day.

ving holidays shall be added to the existing holiday list:

Christmas Eve increased to full day

New Year's Eve increased to full day

**ARTICLE XIV**  
**OVERTIME AND CALL-IN**

ned as time actually worked in excess of forty (40) shall be compensated either in cash at the rate of the employee's basic, regular hourly rate or in compensatory time for the overtime hours worked, at the option of the

not accumulate more than forty (40) hours of compensatory time off may be used by the employees in agreement between the employee and the Employer.

are called in to work, including for the purpose of call-in, shall be guaranteed a minimum of two (2) hours of

overtime work opportunities, except overtime that is required on a regular shift, shall be offered equally, over the course of the year, to full-time officers, and then to part-time officers.

**ARTICLE XV**  
**SENIORITY, LAYOFFS AND RECALL**

**15.1** Seniority is hereby defined as the length of continuous service as a full time Police Officer with the City of Yale Police Department; however, relative seniority among part time officers shall be based on their dates of hire.

**15.2** Employees will lose their seniority for the following reasons only:

- A.** They quit or retire.
- B.** They are discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C.** They are absent for three (3) or more consecutive working days without notifying the Employer. This will not apply where, for reasons or causes beyond the employee's control, the employee was incapable or unable to provide notice.
- D.** They do not return from layoff as set forth in the recall procedure, or from leave of absence or other authorized absence within three (3) working days.
- E.** They are laid off for a period exceeding two (2) years or a period of time equal to the employee's length of service, whichever is less.

**15.3** Layoff means a reduction in the work force. Members of the bargaining unit shall be laid off in inverse order of their seniority. After being laid off, employees' names shall be listed on a Recall List in the inverse order of their layoff. Employees shall remain on the Recall List for a period of two (2) years or a period equal to their seniority when laid off, whichever is less. Employees to be laid off shall receive a seven (7) calendar day prior notice of such layoff.



**15.4** When employees are to be recalled from layoff, they shall be recalled in order from the Recall List. No new employees may be hired into the bargaining unit while any names remain on the Recall List. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If a recalled employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered to have resigned. In proper cases, the Employer, at its discretion, may extend this ten (10) day limit.

**ARTICLE XVI**  
**RESIDENCY**

**16.1** All full-time employees covered by this Agreement will not have to be residents of the City of Yale. However, in the event the officer shall change his/her residence, he/she must then move within a twenty-five (25) mile radius of the City of Yale.

**ARTICLE XVII**  
**PART-TIME OFFICERS**

**17.1** **Part-Time Officers Benefits:** Part-time officers will be allowed to participate in the Employer's health insurance program at their own expense to the extent allowed by the carrier.

**17.2** **Part-Time Officers Hiring Preference:** In the event the City determines that it will hire a full-time police officer, it shall post the vacancy for a period of at least two (2) weeks to enable the part-time officers to apply. Part-time officers who apply for the full-time position shall be considered for the position before the City fills the vacancy.

**CLE XVIII**  
**TIN BOARDS**

Union may share the use of the Police posting of official Union notices.

**ICLE XIX**  
**ICE OF BENEFITS**

Personnel provisions shall be in accordance with policies adopted by the City Council on April 1, 1986, which are hereby incorporated into this as a part hereof.

The City of Yale Personnel Policies shall be

at his/her tenth (10th) year of service, or (4) weeks of vacation.

in accordance with the provisions of the City of Yale Personnel Policies as follows:

1. In the event of the death of an employee's immediate family member (spouse, son, daughter, child, grandparent, brother-in-law, or daughter-in-law), the employee, upon the death of the employee, shall be paid with pay from the date of death, up to the day of the funeral excluding leave. One additional day (the next calendar day after the funeral) will be allowed for travel to the funeral located five hundred (500) miles from the City.

**ARTICLE XX**  
**WAGES**

20.1 Yale Police Officers shall be paid the following hourly rates of pay:

**FULL-TIME POLICE OFFICERS**

<u>Effective</u> <u>Date</u>	<u>Start</u>	<u>90</u> <u>Days</u>	<u>6</u> <u>Months</u>	<u>1</u> <u>Year</u>	<u>2</u> <u>Years</u>	<u>3</u> <u>Years</u>
<u>10-01-97</u>	<u>9.69</u>	<u>10.90</u>	<u>12.11</u>	<u>12.47</u>	<u>12.84</u>	<u>13.22</u>
<u>10-01-98</u>	<u>10.17</u>	<u>11.44</u>	<u>12.71</u>	<u>13.09</u>	<u>13.48</u>	<u>13.88</u>
<u>10-01-99</u>	<u>10.48</u>	<u>11.78</u>	<u>13.09</u>	<u>13.48</u>	<u>13.88</u>	<u>14.30</u>
<u>04-01-00</u>	<u>10.79</u>	<u>12.14</u>	<u>13.48</u>	<u>13.89</u>	<u>14.30</u>	<u>14.72</u>

**PART-TIME POLICE OFFICERS**

<u>10-01-97</u>	<u>10.50</u>
<u>10-01-98</u>	<u>11.00</u>
<u>10-01-99</u>	<u>11.50</u>

**ARTICLE XXI**  
**TERMINATION OF AGREEMENT**

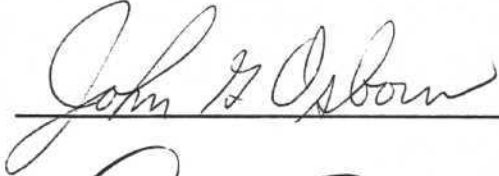
21.1 **THIS AGREEMENT** shall be in full force and effect from October 1, 1997 to and including September 30, 2000 and shall continue in full force and effect until a ten (10) day written notice of desire to cancel or terminate the Agreement is served by either party upon the other.

21.2 Either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2000, advising that such party desires to modify this Agreement.

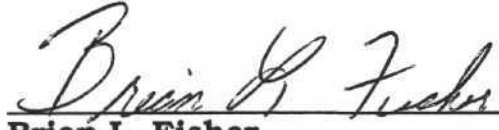

**21.3** Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement, unless otherwise mutually agreed to by the parties.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures this 21st day of August, 1998.

**FOR THE EMPLOYER:**  
City of Yale

  
\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE UNION:**  
Michigan Association of Police/  
Yale Police Officers' Association

  
\_\_\_\_\_  
Brian L. Fisher  
  
\_\_\_\_\_  
William L. Fockler