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6/30/2000

POLICE CONTRACT

AGREEMENT

THE CITY OF HUDSON
AND
HUDSON POLICE OFFICERS

POLICE OFFICERS LABOR COUNCIL

Hudson, City of

JULY 1, 1998 THROUGH JUNE 30, 2000

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AGREEMENT

THIS AGREEMENT, entered into this 30th day of June, 19 98,
by and between the City of Hudson herein referred to as the Employer, and the Police
Officers Labor Council; herein referred to as the Union.

PREFACE

The City of Hudson and the Union recognize their moral and legal responsibilities under
Federal, State and Local laws. The City of Hudson and the Union recognize the moral
principles involved in the area of civil rights, fair employment practices and affirmative
action and have reaffirmed in their collective bargaining agreement their commitment not
to discriminate because of race, creed, color, sex, age, national origin, marital status,
height, weight, disability or religion.

PURPOSE AND INTENT

It is the purpose and intent of this Agreement to insure sound and mutually beneficial
working and economic relationships between the parties hereto, to provide an orderly and
peaceful means of resolving any misunderstandings or differences which may arise and
do set forth herein the basic agreement between the parties concerning rates of pay,
wages, hours of employment and other conditions of employment. The City of Hudson
and the Union will encourage to the fullest degree friendly and cooperative relations
between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer hereby agrees to recognize as
exclusive bargaining representative, as defined in Act 379, of the Public Acts of the State
of Michigan of 1965, as amended, for all the employees employed with the Employer in
the following described unit for the purposes of collective bargaining with respect to rates
of pay, wages, hours of employment, and other conditions of employment:

All full-time police officers of the Employer's Police Department, except the
Chief of Police.

Section 2. Other Agreements. The Employer agrees that during the life of this
Agreement it will not recognize any organization other than the Union as the collective
bargaining agent for the employees occupying, or who may occupy, during the life of this
Agreement, the job classification of patrolman. The Employer shall not enter into any
other agreements with employees in this bargaining unit individually or collectively, or
with any organization which in any way conflicts with the provisions hereof.

ARTICLE 2

UNION SECURITY

Section 1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2. Union Membership. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing ninety (90) working days following the beginning of their employment in the unit.

Section 3. Compliance. Employees shall be deemed to comply with the terms of this Agreement if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 4. Representation Fee. The "representation fee" is that amount of money which is equal to the Union's dues, but does not include any initiation fees or assessments.

Section 5. Save Harmless. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of the action taken by the Employer for the purpose of complying with the provisions of this Agreement.

Section 6. Dues Checkoff. The Employer agrees to deduct from the employee, dues or a representation fee, provided that the Union has obtained an authorization form executed by each employee. Such deduction for dues or a representation fee, will be made only if the Employee has enough pay to cover the deduction. The Employer will assume the employee deductions are correct unless notified in writing by the Union of an error within thirty (30) calendar days from the date of the deduction. The written authorization shall remain in full force and effect until the termination of this Agreement.

CHECKOFF AUTHORIZATION FORM

POLICE OFFICERS LABOR COUNCIL
HUDSON POLICE DEPARTMENT DIVISION

I hereby request and authorize you to deduct from wages hereinafter earned by me while in the City's employ my Union dues of \$_____ per month or my fair share representation fee of \$_____ per month. The amount deducted shall be paid to the Treasurer of the Union in accordance with the Agreement reached between the Employer and the Union. This authorization shall remain in effect until by written notice to the Employer, I request its revocation.

PRINT: Last Name First Name Middle Initial

Date deduction is to Start:

Month Year

Employee Signature

Address

Social Security Number

City

State

Zip

Section 7. Leave. Dues and fees shall be deducted each pay period with appropriate adjustments being made for any employee who is on vacation or paid leave.

Section 8. Notice. The Union shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and/or representation fees which are to be deducted. Deduction amounts for these dues shall not be subject to change during an entire fiscal year except for one (1) mid-year adjustment upon the Union providing thirty (30) days written notice of such change.

Section 9. Deduction of Union Dues or Representation Fees. The Employer shall be required to make dues or representation fees deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities or claims arising from deduction of dues or representation fees made in accordance with this Section.

ARTICLE 3

REPRESENTATION

Section 1. The Employer agrees to recognize one (1) chief steward elected by the Union. The duties of the chief steward shall be limited to the administration of the Agreement,

including the investigation and presentation of grievances as established in the grievance procedure. The Employer agrees to recognize one (1) alternate chief steward to be elected by the Union. The alternate chief steward shall take the place of the chief steward in the chief steward's absence.

The Employer agrees to compensate the chief steward for all reasonable lost time from his regular scheduled work at his regular pay while meeting or conferring with the Employer representatives.

Section 2. Collective Bargaining Committee. The Union, in contract negotiations, may be represented by two (2) employees on the bargaining team from the bargaining unit and one (1) non-bargaining unit representative.

Section 3. Lost Time. A reasonable effort will be made to schedule collective bargaining meetings so as not to conflict with the work schedule of the bargaining unit representatives. If it is necessary for a bargaining unit representative to attend meetings during a time he is scheduled to work, he will be paid for his time only if prior approval has been received from the City Manager or his authorized representative.

The bargaining unit representative will be paid for their time in negotiations with the Employer in the event they are scheduled to work during the bargaining meeting. Said time shall be only for straight time hours worked they would otherwise have worked had they worked their regularly scheduled shift. If the employee(s) are off duty at the time of negotiations, he shall receive no compensation from the Employer.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Management Rights. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the state of Michigan and the Constitution of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing:

- A. To manage its affairs efficiently and economically, including a determination of quantity and quality of services to be rendered; the control of materials, tools, equipment to be used; the discontinuance of any services, materials, or methods of operation.
- B. To introduce new equipment, methods, machinery, or processes; to change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment, and tools to be purchased.

- C. To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities and bargaining unit activities when an emergency places demands which exceed the manpower capabilities of the Police Department; however, all other subcontracting shall be the object of collective bargaining.
- D. To determine the number, location, and type of facilities and installations.
- E. To determine the size of the work force and increase and decrease its size, subject to the provisions of this Agreement.
- F. To hire, assign, and layoff employees in accordance with the terms of this Agreement; however, all reductions in work week or work day or any reduction involving a combination in the length of the work day or work week, are the objects of collective bargaining.
- G. To permit municipal employees, not included in the bargaining unit, to perform bargaining work when an emergency places demands which exceed the manpower capabilities of the Police Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining.
- H. To determine the work force, assign work and determine number of employees assigned to operations.
- I. To establish change, combine, or discontinue job classifications, and prescribe assigned job duties, content, and classification; however, the effect on the bargaining unit of any establishment, change, combination, or discontinuance of job classifications and the establishment of wage rates for any new or changed classification(s) may be the object(s) of collective bargaining.
- J. To determine lunch, rest periods, and clean-up times; starting and quitting times.
- K. To establish reasonable work schedules.
- L. To adopt, revise and enforce working rules and procedures contained within the Hudson Police Department Law Enforcement Procedure Manual.
- M. To transfer, promote, demote employees from one classification, department, or shift to another with just cause.

- N. To select employees for promotion and transfer to supervisory or other positions as determined by the qualifications and competency of employees to perform available work.

Section 2. Reserved Rights. The bargaining unit hereby agrees that the Employer retains as its sole exclusive right to establish and administer, without limitations implied or otherwise, all matters not specifically and expressly limited by this agreement.

ARTICLE 5

NO STRIKE

Section 1. Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

Union employees shall not be allowed to picket any City buildings or premises because of a disagreement with the City.

ARTICLE 6

UNION RIGHTS

Section 1. Bulletins and Orders. A copy of each special order, general order, rule, regulation, or training bulletin shall be made available to the employees.

Section 2. Equality of Treatment. It is agreed by the Employer and the Union that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union, to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Employer and in all phases of the employment process.

Section 3. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Union and the Employer or their designated representatives, at a mutually convenient time and place when there are important matters to be discussed. Such meetings shall be between at least one (1) and no more than two (2) representatives of the bargaining unit and the Employer. Arrangements for such special conferences shall be made in advance and an agenda shall be made of the matters to be discussed at the meeting, and shall be presented at the time the meeting is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section 4. Police Department Personnel File. The personnel file of a member of the Union shall be kept under the direct control of the office of the City Manager.

- A. A member of the Union, by right, may view his own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police.
- B. It is understood by the Union and the Employer that police personnel files may be reviewed by the City Manager, as Personnel Director for the City, and by the Chief of Police.
- C. All Police Department personnel files must be kept and maintained in the confines of the Employer so as to secure their privacy.
- D. The employee shall receive a copy of all entries in his/her personnel file.

Section 5. Discussion of Union Business. Members shall be permitted to discuss Union business with other members of the bargaining unit during their duty hours provided that such discussion shall not interfere with the performance of the members duties.

Section 6. Visitation. Representatives of the Union may enter the Police Department premises for any proper bargaining unit business; provided they have secured prior permission of the Employer or his/her designee. The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

Section 7. False Arrest Insurance. The Employer will provide the employees such legal assistance as provided by their liability carrier and if none, as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in performance of his/her police duties and responsibilities; provided, that notification is immediately given to the Employer that service of process was made upon the employee and provided further that the employee was not intentionally negligent in his/her actions as proven by due process. Such insurance coverage shall terminate at the date of layoff, dismissal, suspension or voluntary quit.

ARTICLE 7

MISCELLANEOUS

Section 1. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

Section 2. Bargaining Unit Responsibilities. The Union agrees that its members will perform efficient services, and will use its best efforts to protect property and interest of the Employer, and will cooperate with the Employer in the performance of their duties.

Section 3. Separation - Voluntary Termination. All employees will notify the Employer whenever possible, in writing, two (2) weeks prior to voluntarily terminating employment with the Employer. Failure to provide two (2) weeks written notice may result in the loss of accumulated benefits. Employees shall have the responsibility of turning in all City property and equipment at termination of employment.

Section 4. Supplemental Employment. Members of the bargaining unit may engage in supplemental employment if they so desire, provided however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to the City of Hudson, and supplemental employment shall in no way conflict with regularly assigned duties, including regular overtime, emergency call-out time, and/or court time.

Provided further that there is no conflict of interest with the City and that the Officer has obtained approval from the Chief of Police.

Section 5. Employment Application. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All the information submitted on the application form is subject to verification.

Any employee who willfully falsifies or omits information on the application form, may be subject to immediate dismissal without recourse to the grievance procedure.

Section 6. Change in Personal Status. Employees shall notify the Employer of any change of name, address, telephone number, marital status, or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown in its records for all purposes involving his employment and this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A Grievance is defined as an alleged violation of a specific Article and Section of this Agreement or any unilateral changes in the working conditions.

Section 2. Specific Reference. Any Grievance filed shall refer to the specific provision or provisions of the Agreement alleged to have been violated, and shall set forth the facts pertaining to such alleged violations.

Section 3. Verbal Procedure. The informal resolution of differences or grievances is urged and encouraged to be resolved to the lowest possible level of supervision. Immediate supervisors, command officers, and reviewing officers shall consider promptly all grievances presented to them within the scope of their authority and take such timely action as is required.

Section 4. Written Procedure.

Step 1. If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing and shall include: time, date, the alleged contractual violations or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signature of the employee or the signature of the Union representative.

A grievance shall be presented promptly and in all cases, no later than ten (10) days from the time the grievant should have reasonably known that he/she had grounds for a grievance. The grievance shall first be presented to the Chief of Police. The Chief of Police shall acknowledge receipt of the grievance by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant. The Chief of Police shall give his written answer within seven (7) working days of the grievance.

Step 2. If the grievance disposition given in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Union representative, who shall submit it to the City Manager no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by Chief of Police in Step 1. The City Manager shall endorse the Union's copy of the grievance to show the date of receipt.

Step 3. Arbitration. If the answer in Step 2 is unsatisfactory to the Union, the Union may appeal the matter to arbitration. Within thirty (30) days after receipt of the decision of the City Council, the Union shall request from the Federal Mediation Conciliation Services (FMCS), a list of five (5) names of five (5) qualified arbitrators. A copy of this request shall be given to the Chief of Police. Upon receipt of this list of names, the steward processing the grievance and the Employer's representative shall alternately strike names from the list, with the right of first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the one (1) remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the Commission of the selection.

Section 4. Arbitration Powers. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, or any supplementary agreement. The arbitrator shall have no power to establish wage scales or rates, or change any rate unless it is provided for in this Agreement. In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such a case, the matter

shall be referred back to the parties without decision or recommendation on the merits of the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement. The rules and regulations, City policies, are incorporated herein by reference. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days from the conclusion of the arbitration hearing.

Section 5. Expenses of the Arbitrator. Expenses of the arbitrator shall be borne by loser of arbitration. Each party shall make arrangements for and pay the expense of the witnesses which are called by them.

Section 6. Award. The award of the arbitrator shall only apply to the current grievance.

Section 7. Sole Remedy. The parties agree that the grievance forum is intended to resolve disputes regarding the Agreement, therefore, the parties agree that the grievance forum shall be the sole remedy for alleged violations of the Agreement. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were, or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over their interpretation or application in matters which are specifically covered in this Agreement, and which are not excluded from arbitration.

Section 8. Procedural Errors. Failure of either party to follow the steps and time limits as allowed and outlined herein, shall result in the following:

- A. If the Employer does not respond in the time limits or fashion required in each step, the grievance shall automatically move to the next step in the grievance procedure.
- B. In the event the Union does not appeal a grievance from one step to another within the time limits in a fashion required, the grievance shall be considered as being settled on the basis of the Employer's last answer.

Section 9. Time Limits. Time limits in the grievance procedure may be extended by mutual consent of both parties and the meeting date, within the time limits, shall be mutually agreed upon in writing and signed by both parties. For the purposes of time limits only within the grievance procedure, whenever the term "week days" is used, it shall mean Monday through Friday, inclusive, except for holidays, which are excluded.

Section 10. Grievance Settlement. It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Union, is binding upon both parties and cannot be changed by any individual employee. In cases involving wages, the City shall not be liable for wages prior to ten (10) days before the date of

filing of the grievance and in no case will the liability exceed thirty (30) working days, excluding the time period after the grievance is submitted for arbitration.

ARTICLE 9

WORK BY SUPERVISORS

Section 1. Employees of the Employer not covered by the terms of this Agreement may perform work covered by this Agreement as has been the practice of the Employer prior to the execution of this Agreement, including by way of classification and not limitation, the Chief of Police and other employees including part-time employees, may be scheduled to perform a regular tour on patrol as provided by Article 11.

ARTICLE 10

DISCHARGE & DISCIPLINE

Section 1. Cause. All disciplinary action shall be for cause. Any employee who has been disciplined pursuant to this Section may appeal the decision of the City Manager to arbitration as set forth herein.

Section 2. Benefits. If a member is suspended for disciplinary action, he shall not receive pay, however, he shall receive all other City benefits.

Section 3. Charges & Specifications. The charges and specifications resulting on such discipline or discharge shall be reduced to writing by the commanding officer invoking the action and a copy shall be furnished, if the employee wishes, to the Union, and the member against whom the charges are brought. The Union will receive notice of final disposition of any disciplinary action.

Section 4. Specific Sections. Such charges and specifications shall cite the specific incident and/or any rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 5. Representation. At all stages of the disciplinary procedure any member against whom the charges have been made, may be represented by a union representative.

Section 6. Suspension. In the event a member is suspended pending an investigation, for any reason, as a result of the investigation, he/she is exonerated on the charge(s) causing the suspension, he/she shall be compensated for all back wages lost due to the suspension.

Section 7. Duration of Suspension. Except when there is a criminal prosecution authorized by a prosecutor, a officer shall not be relieved from duty for more than twenty (20) working days.

ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 1. Schedules. The work of unit employees shall be scheduled by the Employer to meet the needs of the Department. Schedules shall be posted at least seven (7) days in advance. Shift time shall include one-half (1/2) hour for a paid meal period; said one-half (1/2) hour period includes the time of travel.

Section 2. Working Periods. The work week shall begin on Monday at 7:00 a.m. and end on the following Saturday at 7:00 a.m. The work day shall consist of a twenty-four (24) hour period beginning at midnight on one day and ending at midnight on the following day. The regular work shift shall consist of eight (8) hours, including one-half (1/2) hour of paid meal time as provided. The employees shall be paid at the rates hereinafter provided in Article 24 for working five (5) regular shifts per work week. All employees are expected to report for work fifteen (15) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefore.

Section 3. Overtime. Each employee covered by this Agreement shall be paid time and one-half (1-1/2) for any hour worked in excess of eight (8) hours per day or five (5) days per week, or for any hour or quarter hour therefore worked during any sixteen (16) hours between his regularly scheduled eight (8) hour shift except when he is scheduled to work all or part of another shift in any one working day at his own request. The aforesaid overtime work shall be scheduled by the Chief of Police. Overtime authorization cards must be submitted when overtime is performed.

Section 4. Shift. The Employer reserves the right to establish shift starting and quitting times. The Union normally will be notified in advance of general changes in starting and quitting times.

Section 5. Compensation Time. Any employee scheduled to work in excess of his regular scheduled hours during a given pay period may, by mutual agreement, be given compensation time for such time worked in place of overtime pay, provided that the Employer must give such compensatory time off within the next sixty (60) days.

Section 6. Court Time. Any employee who is required to appear in Court on non-duty hours will be paid at the rate of time and one-half (1-1/2) his regular hourly rate. Any subpoena fees paid to employee shall be turned over to the City of Hudson. Such employees shall be guaranteed a minimum of two (2) hours show-up time for Court held outside the City of Hudson and a minimum of one (1) hour for Court held within the City of Hudson.

Section 7. Leave Days. Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half (1-1/2) except by mutual agreement between the parties and except when the employee changes shifts in accordance with the schedule prepared by the Employer.

Section 8. Call Back. If an employee is called back to work, he will be compensated for a minimum of two (2) hours at his/her 1-1/2 times the hourly rate. If the employee has failed to complete the requirements of his shift and is called back to complete required paperwork, etc., he shall not be compensated for this work time.

Section 9. Request for Overtime. All full-time employees shall be given a reasonable time to respond to the request for overtime (excluding that time normally set aside for regularly scheduled part-time personnel) before anyone outside the bargaining unit, to include part-time personnel, are contacted and the requests for working such overtime by full-time employees covered by this contract shall have priority over all others who desire to work the overtime.

In cases where a vacancy exists because of leave time, a temporary vacancy created by termination, extended illness over one (1) shift or disciplinary reasons, the Employer has the right to go outside the bargaining unit to fill the vacancy. Bargaining unit members cannot be expected or required to work back to back shifts over an extended period of time. The Employer also has the right to split a shift, thereby dividing shifts between bargaining unit members.

No bargaining unit member shall be allowed more than twelve (12) hours of scheduled work including overtime in any twenty-four (24) hour period, except in emergency situations when called in by the Chief of Police. If management is unable to find someone to work overtime and a full-time employee of the bargaining unit is available, he/she shall be required to work.

Bargaining unit employees may be required to work during time period normally scheduled for part-time officers. This overtime work will be scheduled as soon as possible. Bargaining unit members cannot refuse to work overtime during emergency situations.

Section 10. Training and Conferences. Any officer voluntarily attending night classes or continuing education courses during non-duty hours will not be compensated for time spent over and above his regular weekly pay. Training sessions or conferences attended outside of the City of Hudson during the normal work week that require an overnight stay will be computed as a regular work day.

When full-time officers are required to go to training sessions and are pulled off of their regular shift, they will be guaranteed pay for a normal eight (8) hour shift.

Section 11. Fill In. If the Chief of Police is absent for eight (8) hours or less the City reserves the right to offer this work time to part-time officers. If a part-time officer is not available or not chosen for the assignment, the overtime shall be offered to the officer working the midnight shift if the Chief of Police leaves before 12:00 p.m.. If the Chief of Police leaves after 12:00 p.m., the overtime shall be offered to the officer working the afternoon shift. If the Chief of Police is gone for more than one shift then the senior officer shall take the Chief's shift and the full-time shift may be offered to a part-time officer.

If the overtime offer is turned down by the full-time officer specified above, it shall then be offered to the next full-full officer by seniority. If all full-time officers turn down the overtime offer, it reverts to the part-time staff.

Section 12. Part-Time. The parties agree that part-time and auxiliary police officers may not be used to perform bargaining unit work between 7:00 a.m. Monday and 7:00 a.m. Saturday except as provided by this article.

ARTICLE 12

SENIORITY

Section 1. Definition. Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absences, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. Seniority shall apply only to those matters as are expressly provided in this Agreement.

Section 2. Seniority List. A seniority list shall be prepared and a copy posted on the bulletin board. It shall be revised and kept current from time to time by the Employer.

Section 3. Seniority Application. Seniority shall apply in all cases of promotion or increase or decrease of forces provided the employees under consideration have the skill and ability to perform the work. In determining skill and ability the Employer shall have the right to consider the following factors:

- A. Ability to perform the work.
- B. Physical fitness.
- C. Prior satisfactory experience in police work.
- D. Test results on written and/or oral test prescribed by the Employer.

Section 4. Probationary Period. Following the granting of a promotion the successful employee shall have a six (6) month probationary period. During the first forty-five (45) days of the probationary period, the employee shall have the opportunity to revert back to her/his former classification.

During the probationary period, the employee will receive the rate of the job she/he is performing.

Section 5. Temporary Assignments. Any employee assigned by the Chief of Police to perform the duties of a higher ranking officer for more than three (3) consecutive work days shall receive (retroactively to the first day) an additional fifty cents (50) per hour for the first (10) work days. Overtime will be paid at the applicable rate including the additional fifty cents (50) per hour. After ten (10) consecutive work days the employee assuming the higher-ranking position shall receive the normal hourly rate of pay of the higher-ranking officer. During this time period the employee will be considered to be on salary and will not be paid for overtime. At the end of the situation, sixty (60) calendar days, the situation will be reviewed and a decision made as to whether to continue another employee on a temporary basis, etc. The sixty (60) day review is needed to evaluate the performance of the employee temporarily assigned to the higher-ranking position to see if he/she is handling the position adequately. Any discrepancies or problems arising from this policy shall be handled by the City Manager.

The Chief of Police shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority.

Section 6. Loss of Seniority. Seniority shall be lost and employment relationship shall end under the following conditions:

- A. By quit or discharge for just cause.
- B. Failure to report for work after three (3) days without notifying the Employer or his/her command officer.
- C. Failure to return to work upon recall from a layoff.
- D. Failure to return to work or notify the Employer without reasonable excuse at the expiration of a leave of absence.
- E. Retirement.
- F. If the employee has been laid off for a period of two (2) years or a time equal to the employee's seniority, whichever is less.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Employer, the Employees, and the Union.

Section 7. Probationary Period. All employees shall be considered to be on probation, and shall have no seniority, until they have been employed continuously for twelve (12) months following the first day of work for the Department. During this period, an employee may be disciplined, laid off or discharged without regard to this Agreement.

ARTICLE 13

LAYOFF AND RECALL

Section 1. Order of Layoff. Layoff of employees shall be made by inverse order of their seniority within the Police Department.

Section 2. Notice of Layoff. The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) calendar week before the effective date thereof.

Section 3. Reduction of the Work Force. If the City decided to reduce the full-time work force either in number of officers or number of hours worked (less than forty hours per week) they shall notify the Labor Council. If an agreement cannot be reached the parties shall enter into negotiations prior to any such reductions.

Section 4. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered to have quit.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Leaves of Absence. Leaves of absence may be granted by the employer for good cause, during which the employee shall continue to accumulate seniority.

Leaves for sickness or injury of an employee may be granted upon receipt of notice by the Employer and will be for a fixed period with the obligation on the employee to report any change of conditions or request a continuation.

Employees requesting such leave, or continuance of same, within reasonable limits may be requested to present a supporting certificate of a physician.

Except in compensation cases, an employee returning from such leave may be required to pass a physical examination given by a doctor approved by the Employer.

Section 2. Worker's Compensation. If any employee is injured in the line of duty, he/she shall receive, pursuant to applicable state statutes and regulations, worker's compensation benefits.

Employees may use any accumulated sick leave and/or vacation accrual for that part of the wages not covered by worker's compensation.

Section 3. Bereavement Leave. Employees who have a death in their immediate family shall be granted one (1) day and may be granted up to two (2) additional days off with pay at the applicable rate. For uniformity, pay should be at the employee's straight time hourly rate not to exceed a total of twenty-four (24) hours. One of the days off must be the day of the funeral.

No time off, or pay, shall be granted if the employee does not attend the funeral of the deceased, except for legitimate reasons. Satisfactory evidence of the death and/or attendance at the funeral shall be submitted if requested.

The term **immediate family** shall be defined as follows: husband, wife, son, daughter, stepson, stepdaughter, legal ward, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsisters brother-in-law, sister-in law, grandfathers, grandmother, son-in-law, daughter-in-law, spouses' grandparents, grand child. Any and all other relations are excluded.

Section 4. Military Service Leave of Absence It is agreed that the matter of leaves of absence for, and reinstatement of, an employee, during his period of military service with the Armed Forces of the United States, shall be solely governed by the applicable federal statutes or interpreted by the decisions of the courts.

Section 5. All leave time shall be counted toward an employees FMLA entitlement.

ARTICLE 15

SICK LEAVE

Section 1. All full-time employees are eligible for benefits under the sickness and disability program of the City of Hudson.

The sickness and disability program provides a wage supplement to an employee for all non-job related injury or sickness. The coverage begins on the first day of an accident,

the first day of hospitalization, or the eighth day of non-hospitalized illness. The coverage provides the employee with a wage supplement of sixty (60%) percent of his/her normal base pay for a period not to exceed fifty-two (52) weeks. The employee is expected to use his/her leave days to cover the seven (7) day waiting period for non-hospitalized illness. To be eligible for benefits under the program, the employee will have to provide a physician's statement of illness as well as any additional certification required by the insurance company. The employee is allowed to use leave days to cover sick time if he/she so desire. Leave days are paid at the employee's normal rate of pay.

Employees that have been proven to claim sick benefits fraudulently will forfeit any further benefits under this policy and are subject to immediate dismissal.

Upon return to duty, the employee must furnish the Chief of Police information regarding time off. Sick benefits will not be granted until this information is completed and received by the City Manager.

Sick benefits cannot be granted for loss of time for a pre-employment physical or mental limitations which might result in frequent absence from the employees work and/or disease or accidents that are covered under worker's compensation.

ARTICLE 16

LEAVE DAYS, VACATION

Section 1. For full-time Hudson Police Officers, leave days are earned from the date of his/her employment. He/she will begin to earn leave days at the rate of one day for sixteen (16) days of work, exclusive of overtime hours and on-call time. Leave days for employees working less than a normal workday will be pro-rated as determined by the City Manager. Leave days may be taken as earned, as long as it is approved by the individual department head of the agency.

If it becomes necessary, the City Manager may, by mutual agreement of the employee, elect for the employee to receive leave pay in lieu of taking accumulated leave days. Up to fifteen (15) days of leave time may be carried over into the next calendar year. Unused leave days, at the end of the calendar year over the fifteen (15) day carryover, will be lost. Employees are encouraged to use their leave time. Leave time may be used in lieu of docked pay in order to complete a full pay check, Employees wishing to take more than ten (10) days of leave at one time must obtain the approval of the City Manager.

Employees on an approved leave of absence for a period of more than three (3) months will forfeit all accumulated leave time not used and must begin again on a permanent appointment to earn their leave day benefits.

Employees who have completed their 10th consecutive year of full-time employment will receive one (1) day of leave for every twelve (12) days of work.

NON SUPERVISORY PERSONNEL

SUPERVISORY PERSONNEL

0-9 years; 16 leave days per year

0-9 years; 21 leave days per year

10 or more years; 21 leave days

10 or more years; 26 leave days

Leave days shall be taken at the convenience of the department and must have the approval of the department head. If a legal holiday falls within the leave period, an extra day will be given unless otherwise provided for herein with the time to be arranged with the Chief of Police.

Pay for leave may, upon request of the employee, be made on the previous regular pay day, prior to the commencement of the leave period.

Section 2. Leave Day Priority. In planning a leave schedule, priority will be given to full-time employees and generally based on a seniority system. The seniority system as described in the City of Hudson Manual of Personnel and Safety Policies shall govern on all requests submitted in writing, prior to April 30th of the year in which the vacations will be allocated. Any written request, submitted after April 30th, will not be granted on a seniority basis but on an individual need basis.

All leave requests must be submitted to the Chief of Police and are subject to the his/her approval based on the departmental needs.

Tardiness, absenteeism, overtime, and leave of absence are not included in the computation of leave time.

Section 3. Terminal Leave Pay. Terminated leave pay for the amount earned up to the date of the employee's termination will be paid to the employee on his/her last pay check. An officer will forfeit of all due leave time pay at the time an officer quits without providing the City with at least two (2) week advance notice of resignation in writing. Otherwise, the employee will receive his/her termination pay on the pay day after his/her last pay check. An employee may not receive termination pay unless he/she has completed the probationary period and has been assigned a permanent position in the Hudson Career Service Program.

Section 4. Pre-paid Leave Days. Earned leave pay will be included in the employees pay check received prior to leave time, provided it is requested two (2) weeks in advance.

ARTICLE 17

PROMOTIONAL PROCEDURE

Section 1. Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full-time, non-probationary employees of the Hudson Police Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does not exist. This procedure does not apply to temporary vacancies anticipated to last ninety (90) calendar days or less or to vacancies due to an employee being on sick leave of absence, including a worker's compensation leave.

Section 2. Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification. Each employee seeking a promotional advancement must be a current member of the department and meet all the eligibility rules of this promotional procedure.

Section 3. Eligibility. To be eligible for promotional advancement, the following requirements must be met:

- A. Promotion to Road Sergeant. The employee must have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed by the Hudson Police Department for at least two (2) years as a full-time officer.

Section 4. Oral Board. The Oral Board shall consist of at least one (1) professional police officer of the rank of sergeant or above from an outside police agency, one (1) member of the Hudson City council and one (1) person who is not an employee of the City of Hudson. The selection of the Board members shall rest solely with the Chief of Police. The results of the written examination shall not be made available to the Oral Board.

Section 5. Program Weight. Scores shall be based upon a written examination, performance, and seniority within the department. The weights assigned shall be as follows:

- A. Written Examination. Forty (40%) percent. An applicant must score seventy (70%) percent on the written examination to take the Oral Board.
- B. Performance Evaluation. Forty (40%) percent.
- C. Oral Board. Twenty (20%) percent.
- D. Seniority. Individuals who attain a seventy (70%) percent score or above on a written examination, will have added to their combined scores for the written examination, performance evaluation, and when applicable, Oral Board examination, a maximum of ten (10) bonus points based upon their length of continuous service with the Hudson Police Department.

Seniority bonus points will be computed on the basis of one (1) point per year beginning after an employee's first year with the Hudson Police Department and continuing thereafter at the rate of one (1) additional point for each year of continuous service with the Hudson Police Department, up to a maximum of ten (10) such bonus points.

To qualify for placement on a promotional list, all applicants must achieve a combined score on the written examination, performance evaluations, and Oral Board examination of seventy (70%) percent, independent of the addition of any seniority bonus points.

Section 6. Roster. For each classified position, a roster of selection will prevail. Initially, this means that the scores will be in consecutive order with the Employer promoting from among the top three (3) scores.

Section 7. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a general knowledge level or standard designated where rank and position warrant specialization. The Employer will determine where general or specialized standard testing is warranted. All written examinations, when necessary, will be designed and drafted by a professional agency. The Employer shall determine the professional agency best qualified for this testing composition.

Section 8. Performance Evaluations. Performance evaluation may be conducted annually, or more if necessary, by the Chief of Police and City Manager, with the last evaluation being no more than three (3) months prior to the written examination.

Section 9. Posting of Examination Notices. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the department for a minimum of ten (10) calendar days prior to the written examination date. Subjects to be covered in the written examinations shall be posted ten (10) days prior to the examination date. Employees eligible to compete must submit a written letter of intent to participate to the Employer no later than two (2) calendar days prior to the respective examination date. Alternative examination dates will be arranged by the Employer for employees who have submitted a timely request to participate in the promotional process but who will be on vacation or military reserve training leave at the time the examination will be given or who miss the examination because of illness supported by a physician's certificate and who submit such excuse to the Chief of Police, in writing, no later than three (3) calendar days following the examination. All such alternative examinations will be scheduled within five (5) calendar days following the employee's return from vacation or presentation of the written excuse to the Chief of Police, whichever is appropriate.

Section 10. Examination Procedure. Any employee has the right to examine the result of his/her own performance evaluation and written examination. The documents are confidential, and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Chief of Police and his/her designated representatives, and the employee and his/her designated representative.

Section 11. Probation. All employees promoted within the bargaining unit shall be deemed to be on probation from the date they are awarded the position until six (6) months after they have successfully completed any required training and schooling. During such probationary period, the Employer may demote the employee to his/her former classification, and all secondary transfers or promotions shall be returned to their classification. During the period from date he/she is awarded a promotion until forty-five (45) days after he/she has successfully completed any required training or schooling, an employee may, on his/her own volition, request in writing to be relieved of his/her new classification and to be returned to his/her former classification. If an employee returns to his/her former classification at his/her own request, his/her name shall be removed from all promotion rosters until the next written examination is given and all secondary transfers and promotions shall be returned to his/her former classifications.

Section 12. Examination Period. Promotional examinations will be given whenever a vacancy exists, unless there is a current promotional roster in effect. A promotion roster shall remain in effect for a period of one (1) year from the date the eligibility roster is established or until the eligibility roster is depleted, whichever is earlier.

Section 13. Outside Appointment. The Chief of Police may fill a vacancy subject to this procedure from outside the bargaining unit if no employee has attained a passing score for promotion or the vacancy is unable to be filled because employees subject to this procedure have failed to utilize the procedure, or declined advancement. If an employee declines a promotional advancement, his/her name shall be removed from the promotional roster involved.

Section 14. Pay Rate on Promotions. Employees promoted within the bargaining unit pursuant to the provisions of this Agreement shall be initially paid at the first step in the salary range for the new classification which would entitle them to an increase in pay and shall advance thereafter from step to step on the pay scale in accordance with their length of service in the new classification.

ARTICLE 18

INSURANCE

Section 1. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement as now provided to the employees, with death benefits of not less than \$5,000 with double indemnity.

Section 2. Hospitalization and Medical Coverage. The Employer shall furnish hospitalization and medical coverage to all employees covered by this Agreement, by either of the following; as now BC/BS Community Blue PPO Plan 1, or an alternative comparable plan of equal coverage provided to the employees, fully paid by the City. Implement BC/BS Preferred Drug Prescription with Co-pay of five dollars (\$5.00) per prescription.

Section 3. Liability Insurance. The Employer shall furnish liability insurance, to and including those standard limits customarily secured for other agencies similarly situated, protect the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to unintentional torts and acts of negligence of the employee performed during his/her course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any Judgment is rendered against him/her, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance coverage set forth, it shall be deemed by this contract to have a self insurer, and will protect said employees in the same manner and on the same terms and conditions as if it has secured the liability insurance coverage.

Section 4. Worker's Compensation. The Employer shall provide worker's compensation insurance as required by state statutes.

Section 5. Retirement Benefits. The employer shall provide a pension plan for employees covered by this agreement. The pension plan shall have two programs provided by the International City Management Association (ICMA) Retirement Corporation. The employer's contribution of 5% of base wage shall go into the Money Purchase 401 Plan. The voluntary employee contributions will go into the Deferred Compensation 457 Plan.

If, during the term of this Agreement, the City increases the city paid portion of the retirement for its employees, the Bargaining Unit members shall receive the same increase.

ARTICLE 19

HOLIDAYS

All full-time employees covered by this Agreement shall be paid for the following holidays; One (1) day for: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, and the employees birthday. To be eligible for holiday pay, an employee must have worked the previously scheduled work day before the holiday and the scheduled day after the holiday.

Any employee who works on a holiday listed above shall receive additional pay at the rate of time and one-half (1-1/2) for all hours worked, plus the holiday pay. However, this shall not apply to the employee's birthday.

ARTICLE 20

UNIFORMS AND EQUIPMENT

Section 1. Uniforms and equipment shall be furnished to each officer by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the officers. The following items shall be serviceable issue to each officer:

Clothing

- 3 pair pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 3 ties
- 1 summer hat with rain cap cover
- 1 winter hat
- 1 winter jacket
- 1 summer jacket.
- 1 tie clasp
- 1 name plate
- 1 belt
- 1 pair of shoes

Equipment

- 1 hat badge
- 2 shirt badges
- 1 complete leather set
- 1 set handcuffs
- 1 wallet badge
- 1 set collar-brass
- 1 second-chance vest

Section 2. Clothing Allowance. All officers shall receive a credit for the purchase of clothing and equipment items listed, and the cleaning of said clothing, as needed, up to the sum of \$550.00 per year. If a uniform is destroyed in line of duty, the Employer will replace it. All equipment, uniforms and articles of clothing furnished by the Employer

herein shall remain the property of the Employer and shall be returned to the Employer by the employee upon termination of his employment. All officers shall receive a credit for dry cleaning of uniform items up to the sum of seventy-five (\$75.00) dollars per year.

Section 3. Ammunition Allowance. The Employer shall provide fifty (50) rounds of ammunition per month, to be used in organized and approved Department practice sessions.

Practice sessions will be held a minimum of four (4) times each year. Officers will not be compensated for the sessions. Officers will be required to attend at least four (4) sessions per year.

ARTICLE 21

SAFETY AND EQUIPMENT

Section 1. Employees shall immediately or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been found to be in an unsafe operating condition until same has been approved as being safe.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working operating condition, and receives no satisfactory explanation from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 22

AUTOMOBILES AND EQUIPMENT

Section 1. Officers that are authorized by the Chief of Police to use their own personal automobile in the performance of their duties shall receive mileage reimbursement at the rate established from time to time by the City Council.

Section 2. The following equipment will be on each patrol vehicle:

- 1 first aid kit
- 1 fire extinguisher
- 1 spotlight on each side of the vehicle, permanently attached
- 1 protective shield to separate the front and rear passenger compartments

Section 3. No officer shall be required to transport stray dogs in patrol cars.

ARTICLE 23

MISCELLANEOUS

Section 1. Shift Differential. A thirty cent (30¢) shift differential will be paid to any officer for afternoon and midnight's only.

Section 2. On Call Pay. The Employer agrees to pay any officers on call a minimum of thirty (\$30) dollars per day. The employee on call will leave a number where he can be reached at all times with the duty officer. On call days will be considered to be Saturday and Sunday only.

Section 3. Bulletin Boards. A bulletin board located within the Department shall be available to the Union for posting notices of Union meetings and activities.

Section 4. Invalid Provisions. If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or any tribunal of competent jurisdiction of if compliance with or enforcement of any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 5. All Departmental directives and orders shall be in writing with copies posted before becoming effective. The Department rules and regulations will be revised and updated when the Chief of Police or the City deems it necessary.

Section 6. The Employer may request up to three (3) mandatory drug tests per officer per year. Tests will be conducted at a facility chosen by the Employer and all costs for such testing will be the responsibility of the Employer.

ARTICLE 24

WAGES

Section 1. Pay Schedule. The following schedule of hourly wages shall be effective as of July 1 of each year stated. This represents a four percent (4%) increase for the first year and three percent (3%) for the second year and three percent (3%) for the final year of this agreement.

	<u>1998</u>	<u>1999</u>	<u>2000</u>
Start	\$12.50	\$12.88	\$13.26
1 Year	12.88	13.26	13.66
2 Year	13.26	13.66	14.07
3 Year	13.66	14.06	14.49
4 Year	14.05	14.47	14.91

Section 2. Sign-On Bonus. In addition each officer under this agreement shall receive from the City a one time sign-on bonus of \$200.00 to be given at which time the contract becomes effective.

Section 3. Sergeant Pay. The officer with the position of Sergeant with the City of Hudson Police shall receive an increase of \$.30 an hour in pay which shall represent compensation for supervisory duties.

ARTICLE 25

DURATION, TERMINATION AND MODIFICATION

Section 1. This agreement shall become effective July 1, 1998 and continue in full force and effective until June 30, 2000 at 11:59 p.m.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If no party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by any party on sixty (60) days written notice prior to the current year of termination.

Section 3. If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend, or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of the amendment have been disposed by Agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

Section 4. Notice of termination or modification shall be in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals this 30th
day of June, 1998.

UNION:

C. Weir

Charles Weir
Steward

Homer Lafrinere

Homer Lafrinere
Field Representative

EMPLOYER:

Robert J. Bartok

Robert J. Bartok
City Manager

C. W. Herman

Charles W. Herman
Chief of Police