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6/30/95
BRAD

AGREEMENT
BETWEEN
CITY OF PINCONNING
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN



Pinconning City

7-1-92 to 6-30-95

AGREEMENT

between

CITY OF PINCONNING

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: July 1, 1992 to June 30, 1995

ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT is entered into between the City of Pinconning, hereinafter referred to as the "City", and the Police Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE II
RECOGNITION

2.1: Under the provision of Act No. 379 of the Public Acts of 1965, as amended, of the State of Michigan, The City of Pinconning recognizes the Police Officers Association of Michigan (POAM) as the exclusive collective bargaining representative for the officers in the defined bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.

2.2: The bargaining unit shall consist of all regular, full-time officers of the Pinconning Police Department, exclusive of the Chief of Police.

ARTICLE III
PURPOSE AND INTENT

3.1: It is the purpose and intent of this Agreement to assure 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 to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE IV
REPRESENTATION

4.1: One (1) officer representative of the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances.

4.2: The steward may not process a grievance during his normal duty hours without prior approval of the Chief of Police. However, such time spent must be kept at a minimum and be reasonable.

4.3: The Union will furnish the City with the names of its authorized steward who is employed within the unit and such changes

as may occur from time to time in such personnel so that the City may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

ARTICLE V
DUES DEDUCTION AND AGENCY SHOP

5.1: Current officers and officers hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay a representation fee equivalent to the monthly Union dues uniformly required of Union members effective thirty-one (31) days after the effective date of this Agreement or upon date of hire, whichever is later.

5.2: For those officers whom properly executed payroll deduction authorization forms are delivered to the City Clerk, the City will deduct from their pay on the first payroll each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of officers from whose pay such deductions were made to the Union. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the City's compliance with the provisions of this article.

ARTICLE VI
UNION RESPONSIBILITY

6.1: Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employee covered by this Agreement, individually and collectively, to perform all police duties to the very best of their abilities.

6.2: 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 or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

6.3: The Union further agrees that it shall not encourage any strikes, sitdowns, stay-ins, slow-downs, stoppages of work,

malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

ARTICLE VII
UNION RIGHTS

7.1: The Union or any committee thereof, shall have the right to use the facilities of the police department without charge for Union meetings. Proper clearance for the use of said facilities shall be obtained from the Chief of Police prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the police department.

7.2: The City will provide space within the police department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any city-elected or administrative officials.

7.3: Union member's police department personnel files shall be kept under direct control of the City Manager. The City will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way peruse in whole or in part a Union member's police personnel file or any document which may become a part of the officer's file without a written release from the officer concerned.

7.4: Political Activity. Members have the same rights to participate in political activity while off duty and out of uniform as any citizen.

7.5: Monthly Meetings. The Employer and representatives of the Union agree to meet as often as monthly or when mutually agreeable at a mutually convenient time to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances.

7.6: Aid to Other Unions or Groups of Employees. The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union or otherwise.

7.7: Auxiliary Officers. Auxiliary officers will continue to be used as in the past, however, they shall not perform the duties

of a full-time officer. They shall not be allowed to fill any overtime vacancy. The rank and file of the bargaining unit will be offered all overtime according to the overtime procedure.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: The City 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 and constitution of the State of Michigan and of the United States, the City Charter, and any modifications made thereto and any resolutions passed by city-elected officials. Further, all rights which ordinarily vest in and are exercised by Employers except such as specifically relinquished within this Agreement are reserved to and remain vested in the City including, but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material, or methods of operation;
- B. To introduce new equipment, methods, and technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. To sub-contract the construction of new facilities of the improvement of existing facilities;
- D. To determine the number, location, and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size;
- F. To hire, assign, and lay off officers;
- G. To permit police officers not included in the bargaining unit to perform bargaining unit work when, in the opinion of the City, this is necessary for the conduct of municipal services;
- H. To direct the work force, assign work, and determine the number of employees assigned to operations;

- I. To establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification;
- J. To determine the starting and quitting time and the number of hours to be worked. 12:00 a.m. to 8:00 a.m., 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m. shall be shift designations;
- K. To establish work schedules;
- L. To discipline and discharge officers for cause;
- M. To adopt, revise, and enforce general conditions of employment not covered in this Agreement and department rules and regulations and carry out costs and general improvement programs;
- N. To transfer officers from one shift to another;
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency to perform available work.

8.2: The City agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the City, except those rights given to the Union by law.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1: It is the intent of both parties hereto to prevent grievances and to settle any which may arise as promptly and fairly as possible. All time limits hereafter specified shall be adhered to unless waived by both parties. In the absence of such waiver the officer's failure to observe the time limits shall result in either the grievance being of no effort or shall be considered to have been decided pursuant to the last answer of the City. The City's failure to answer within the stated limits shall result in the grievance being allowed.

9.2: Definition. A grievance is any dispute, controversy or difference between the parties to this Agreement or any combination thereof on any issue concerning the meaning of, interpretation, or application of this Agreement or any of its terms or provisions.

9.3: Grievances will be processed in the following manner within the stated time limits:

Step 1 - Verbal - Chief: The aggrieved officer or group of officers will present the grievance to the Chief or his designated representative. The grievance must be presented within fifteen (15) working days that the officer knew or should have known of the existence of the event which gave rise to the grievance. The Chief or his designated representative will answer in writing within three (3) working days of the date of presentation.

Step 2 - Written - City Manager: If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved officer or officers and the committeeman and be presented to the City Manager or his designee within ten (10) working days after the Chief or his designee has given his written answer. The grievance shall be prepared in detail, setting forth such pertinent information as dates, times, names of parties, etc. The City Manager or his designee will reply to the grievance within ten (10) working days after receipt of the written grievance. Such reply must be in writing.

Step 3 - Arbitration: If the grievance is not settled at Step 2, the officer shall within fifteen (15) days of the City Manager or his designated representative's answer, indicate in writing, his intent to proceed to arbitration. Within twenty (20) days thereof, the parties shall choose a mutually acceptable arbitrator. In the event the parties cannot agree upon such person, the Union shall file for arbitration with the Federal Mediation and Conciliation Service and shall request from the Federal Mediation and Conciliation Service a list of names of qualified arbitrators. A copy of this request shall be given to the City Manager and the Chief of Police. Upon receipt of the list of arbitrators, the Union and the City Manager shall alternately strike names from the list with the right of first strike being determined by the flip of a coin. After two (2) names have been struck by each party, the name remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the Federal Mediation and Conciliation Service of the selection.

Step 4: Upon the appointment of an arbitrator, only such grievance or grievances then in dispute shall be submitted. All costs attributable to the services of the arbitrator shall be borne equally between the parties hereto. All other costs shall be borne by the party

incurring the costs. The arbitrator shall not have authority to amend or change the provisions of this Agreement. The decision of the arbitrator in relation to the matters before him shall be final and binding upon the parties hereto.

ARTICLE X
SENIORITY

10.1: Seniority of a new member shall be commenced after the member has completed his probation of six (6) months and shall be retroactive from the date of appointment as police officer. A member shall forfeit his seniority rights only for the following reasons:

- A. He resigns or is laid off and is not returned in accordance with Recall Rule 5.
- B. He is dismissed and is not reinstated within two (2) years.
- C. He is absent without leave for a period of five (5) consecutive days or more (exceptions to this may be made by the Employer on the grounds of good cause for failure to report).
- D. He retires.
- E. He fails to return to work within ten (10) days from the date of a certified mailing of recall notice.
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence.

10.2: A seniority list shall be furnished to the Union by the Employer once each year on January 1st.

10.3: Choice of furloughs shall be on a departmental seniority basis.

10.4: Seniority shall be determined by the employee's length of service in their classification while in the department. Time spent in the armed forces on military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included.

10.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, his seniority shall be maintained from the original date of hire.

10.6: Seniority shall not carry over from one classification to another.

ARTICLE XI
LAYOFF AND RECALL

11.1: If it is necessary to lay off personnel because of lack of funds, the following procedure will be followed. It is understood that the idea of last hired, first laid off will be followed.

11.2: Anyone to be laid off shall receive a written notice thirty (30) days prior to any layoff.

- A. First, all part-time and temporary employees will be laid off.
- B. Next, probationary personnel will be laid off.
- C. When it is necessary to lay off members of the bargaining unit, the member with the lowest seniority will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

11.3: No one will be hired either part-time, temporary or otherwise until those who have been laid off have been brought back.

11.4: Recall. Employees last laid off will be first to be called back.

11.5: Seniority shall be retained by any laid off employee for a period of two (2) years or for a period of months equal to the months worked on that department before being laid off or whichever is less.

ARTICLE XII
OFF-DUTY WORK

12.1: Employees shall not perform police-related duties on off-duty jobs in or out of uniform without the approval of the

Chief. The Chief will make an effort to divide the work equally among those interested in such work. Members of the bargaining unit shall not at any time while in uniform, work for less than their hourly base rate. The officer in charge of scheduling such work shall be the Chief. An availability list will be posted stating type of work, dates and times, and locations of work to be performed. The work will be distributed as equally as possible among those on the availability list.

ARTICLE XIII
TRADING DAYS

13.1: The existing practice of allowing employees to trade days and shifts shall be continued at the discretion of the Chief.

ARTICLE XIV
DISCHARGE AND DISCIPLINE

14.1: The City shall not discharge, suspend, or discipline any officer without just cause, but with respect to discharge or suspension shall have given two (2) written reprimands against such officer in writing and a copy of same to the Union and committeeman affected, except no such warning notice need be given to an officer before he is discharged or suspended, if the cause of such discharge is dishonesty, recklessness that could result in serious accident while on duty, refusal to make required reports, insubordination, conviction of any criminal offense, except minor traffic offenses, improper use of city vehicles, or general conduct tending to bring the department into disrepute. General conduct tending to bring the department into disrepute is intended to mean such personal public conduct or such personal conduct that, because of the officer, becomes a matter of public knowledge, that directly and adversely reflects upon the ability of the officer to instill confidence and/or respect in himself as a police officer or the police department as a whole. Discharge must be by proper written notice to the officer and the Union and the City shall cite specific charges against the officer.

14.2: The discharged or suspended officer will be allowed to discuss with his committeeman and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the Chief or his designee will discuss the discharge or suspension with the officer and the committeeman.

14.3: Should the discharged, suspended, or disciplined officer and the committeeman consider the discharge, suspension, or discipline to be improper, a complaint may be presented in writing through the committeeman to the Chief or his designee within three

(3) regularly scheduled working days of the discharge, suspension, or discipline. The Chief or his designee will review the discharge, suspension, or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the complaint shall be processed through the regular grievance procedure.

14.4: An employee who has been advised of conduct which may make him subject to discharge or discipline, shall have an opportunity to tender his resignation.

ARTICLE XV
REPRIMANDS

15.1: The treatment of letters of reprimand will be as follows:

15.2: That each member will be informed when such a letter is inserted in his file. The member shall sign each such insert (not to approve inserted matter, but to acknowledge the insertion).

15.3: Within a two (2) year period following the insertion of such a letter, the department shall cause a review to be made and unless there is a substantial reason otherwise, the letter shall be removed and the record of it expunged.

15.4: In the event a letter is removed and its recording expunged, an officer may at any subsequent examination for promotion, respond that said member has not been reprimanded for any violation so expunged.

15.5: The member will be informed of any part of his record so expunged.

15.6: A member shall be allowed to see his/her file at any time.

15.7: Personnel file information shall not be given out.

15.8: For purposes of privacy, members shall be allowed to use the department address as a personal address on all reports and complaints and testimony.

ARTICLE XVI
ADOPTION BY REFERENCE

16.1: The parties further agree that all provisions of the Agreement between the City of Pinconning and the Police Officers

Association of Michigan, Ordinances and Resolutions of the City Council as of the date of this contract, relating to the working conditions and compensation of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of this Agreement.

ARTICLE XVII
COPIES OF CONTRACT

17.1: That the City agrees to provide a copy of the Agreement to each member of the Union, and to all supervision, and maintain a contract behind the desk at all times. The Union agrees to share the cost of six (6) copies.

ARTICLE XVIII
WORK SCHEDULES

18.1: The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. In advance of the new schedule the Chief should be notified in writing of requested special days off.

18.2: Work Pay Period. Eighty (80) hours shall constitute a regular fourteen (14) day work/pay period for all officers.

18.3: Work Day. Eight (8) hours shall constitute a regular work day for all officers. Anything in excess will be declared overtime, to be paid at the officers' regular hourly rate.

18.4: Leave Days. Normally, leave will be two (2) days together, except at the employee's request.

ARTICLE XIX
OVERTIME AT TIME AND ONE-HALF (1-1/2)

19.1: Beginning July 1, 1980. Officers shall be paid at time and one-half (1-1/2) for all hours worked in excess of eighty (80) hours in a two (2) week work/pay period.

ARTICLE XX
SALARY

20.1: Wages.

July 1, 1992 to June 30, 1993

<u>Start</u>	<u>After 90 Days</u>	<u>After 6 Months</u>
\$19,032.00 (9.15)	\$19,905.60 (9.57)	\$25,043.70 (12.04)

The annual salary divided by 2,080 hours shall constitute the hourly rate of pay for members of this bargaining unit.

July 1, 1993 to June 30, 1994

<u>Start</u>	<u>After 90 Days</u>	<u>After 6 Months</u>
\$19,780.80 (9.51)	\$20,654.40 (9.93)	\$25,792.00 (12.40)

July 1, 1994 to June 30, 1995

<u>Start</u>	<u>After 90 Days</u>	<u>After 6 Months</u>
\$20,550.40 (9.88)	\$21,424.00 (10.30)	\$26,561.60 (12.77)

ARTICLE XXI
SHIFT PREMIUM

21.1: Effective July 1, 1992, the shift premium for afternoon shift shall be twenty cents (20¢) per hour and twenty-five cents (25¢) per hour for midnights. This is in addition to the normal hourly rate. Effective July 1, 1993, the premium for afternoons shall be twenty-three cents (23¢) per hour and twenty-eight cents (28¢) per hour for midnights. Effective July 1, 1994, the shift premium for afternoons shall be twenty-five cents (25¢) per hour and thirty cents (30¢) per hour for midnights.

ARTICLE XXII
HOLIDAYS

22.1: Holiday Pay. The seven (7) recognized holidays will be paid in a lump sum the first pay in December of each year.

22.2: It is understood that because of the nature of the job, officers will have to work during periods normally classified as holidays. Because of this, all officers who are required to work on one of the holidays listed below, shall receive a regular days pay at their normal hourly rate of pay for the holiday so worked.

22.3: The recognized holidays are:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	

ARTICLE XXIII
HOSPITALIZATION

23.1: The City shall furnish to all members of the bargaining unit a hospitalization plan referred to as Blue Cross/Blue Shield with Master Medical. The premiums to be fully paid by the City.

23.2: In the event an employee is disabled pursuant to the Michigan Workers Compensation Act for a work related injury, the Employer agrees to continue medical and hospitalization insurance on employee and his dependents for a period of two (2) years from and after date of injury.

ARTICLE XXIV
SICK LEAVE

24.1: An employee is entitled to one (1) sick day per month, cumulative to thirty (30) days.

Effective July 1, 1992, sick days shall be cumulative to thirty-six (36) days. Effective July 1, 1993, sick days shall be cumulative to forty (40) days. Effective July 1, 1994, sick days shall be cumulative to forty-five (45) days.

24.2: New employees: ten (10) days sick leave immediately upon employment. Beginning with the eleventh (11th) month, one (1) day per month cumulative to thirty (30).

24.3: Full pay for employees up to thirty (30) days.

24.4: Sick days shall not be taken as leave days or vacation days.

24.5: The City reserves the right to require a doctor's certification of illness in all instances.

24.6: Personal Days. Effective July 1, 1992, employees shall be entitled to one (1) personal day per year, not deducted from sick time for use concerning personal business with reasonable advance notice to the employer. Effective July 1, 1993, the personal day shall be increased to two (2) days per year.

ARTICLE XXV
VACATIONS

25.1: After completing one (1) year, employees shall receive five (5) paid vacation days.

25.2: After completing two (2) years, employees shall receive ten (10) paid vacation days.

25.3: After completing ten (10) years, employees shall receive fifteen (15) paid vacation days.

ARTICLE XXVI
RETIREMENT

26.1: Municipal Employees Retirement System (MERS) Plan C-1. Employee has to join at a cost of three (3%) percent of his first \$4,200 in wages and five (5%) percent on remainder of gross. Under the retirement plan the City pays from fifty (50%) percent to sixty (60%) percent in matching funds.

ARTICLE XXVII
LIFE INSURANCE

27.1: The City shall furnish \$20,000.00 of Life Insurance, which includes double indemnity for accidental death and/or dismemberment, for all employees. The premium shall be fully paid by the City.

ARTICLE XXVIII
CALL-IN

28.1: Any time a person is called in before he is scheduled to work or after he has completed his shift, employees shall receive

24.4: Sick days shall not be taken as leave days or vacation days.

24.5: The City reserves the right to require a doctor's certification of illness in all instances.

24.6: Personal days. Effective July 1, 1992, employees shall be entitled to one (1) personal day per year, not deducted from sick time for use concerning personal business with reasonable advance notice to the employer. Effective July 1, 1993, the personal day shall be increased to two (2) days per year.

ARTICLE XXV
VACATIONS

25.1: After completing one (1) year, employees shall receive five (5) paid vacation days.

25.2: After completing two (2) years, employees shall receive ten (10) paid vacation days.

25.3: After completing ten (10) years, employees shall receive fifteen (15) paid vacation days.

VACATION DAYS CANNOT BE ACCUMULATED FROM ONE YEAR TO ANOTHER.

If any employee is deprived of a scheduled vacation by action of the Employer, and the deprived vacation cannot be rescheduled during the anniversary year in which it is available, the employee shall be entitled to a three (3) month extension of time in which to reschedule the vacation.

ARTICLE XXVI
RETIREMENT

26.1: Municipal Employees Retirement System (MERS) Plan C-1. Employee has to join at a cost of three (3) percent of his first \$4,200 in wages and five (5) percent on remainder of gross. Under Sixty (60) percent in matching.

ARTICLE XXVII
LIFE INSURANCE

27.1: The City shall furnish \$20,000 of Life Insurance, which includes double indemnity for accidental death and/or dismemberment for all employees. The premium shall be fully paid by the City.

ARTICLE XXVIII
CALL-IN

28.1: Any time a person is called in before he is scheduled to work or after he has completed his shift, employees shall receive

pay at the regular straight time rate for all hours so worked with a minimum of two (2) hours pay.

ARTICLE XXIX
COURT TIME

29.1: All regular full time officers shall be paid at the regular hourly rate for court time, with a minimum of three (3) hours, when they are not working a scheduled shift. Transportation in a city car from the City office and returning to the City office will be provided when a car is available. If a car is unavailable, the officers will be compensated at the current city rate for mileage.

29.2: Officers will be required to submit a signed court time slip and all court time must be recorded on a daily log sheet.

29.3: When attending court, and not scheduled to work, the pay shall be at straight time with a minimum of three (3) hours.

ARTICLE XXX
LONGEVITY

30.1: Five dollars (\$5.00) per year starting at five (5) years.

30.2: Five dollars (\$5.00) per year additional for each year worked thereafter. (Example: Longevity pay for a man with seven (7) years would be \$15.00.)

ARTICLE XXXI
FUNERAL LEAVE

31.1: In case of death in his immediate family a regular, full-time officer, shall be granted a leave of absence to attend the funeral with pay for work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. Workday is defined as when an officer is scheduled for a full eight (8) hour shift. As an example: If death were officer's normal work week being Monday through Friday, he would, therefore, be eligible to receive pay for eight (8) hours on Monday, or the day of the funeral. "Immediate Family" is defined as father, mother, sister, brother, father-in-law, mother-in-law, husband, wife, children, or a relative actually residing in the officer's household.

ARTICLE XXXII
UNIFORMS, CLOTHING AND EQUIPMENT

32.1: For the life of this Agreement, the City will continue its practice of providing uniforms and equipment for officers on the same basis as it had immediately preceding the execution of this Agreement.

32.2: In the selection, procurement, and issuance of equipment, due consideration will be given to the safety of the officer. Officers shall immediately, or at the end of the shift, report all defects of equipment in writing. The City will make every effort to correct the defect as soon as possible.

32.3: Replace belt holsters, shell case, and handcuff case at the Chief's discretion.

ARTICLE XXXIII
CLEANING ALLOWANCE

33.1: The City agrees to pay a cleaning allowance of one hundred dollars (\$100.00) per year, payable in December of each year.

Effective December of 1992, the cleaning allowance shall be one hundred twenty-five (\$125.00) dollars per year. Effective December of 1993, the cleaning allowance shall be one hundred fifty (\$150.00) dollars per year. Effective December of 1994, the cleaning allowance shall be one hundred seventy-five (\$175.00) dollars per year.

ARTICLE XXXIV
POLICE OFFICER'S BILL OF RIGHTS

34.1: It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserve.

34.2: Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer, or charges, such investigation or questioning shall be conducted under the following conditions:

34.3: The questioning shall be conducted at a reasonable hour, preferably at time when the member is on duty. If such questioning does occur during off duty time of the member being questioned, he shall be compensated for such time in accordance with the overtime provisions of the contract.

34.4: The member under questioning shall be informed prior to such questioning of the rank, name, and command of the officer in charge of the investigation, the questioning officers, and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.

34.5: The member under investigation shall be informed of the nature of the investigation and see written charges or accusations and have time to discuss these with the Union and/or attorney. The member shall have twenty-four (24) hours to make a written statement prior to any questioning.

34.6: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous questioning shall exceed one (1) hour without a ten (10) minute rest period, without the member's consent.

34.7: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall his name, home address, or photographs be given to the press or news media without his express consent.

34.8: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

34.9: if the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

34.10: Prior to any conversation pertaining to actions of members that may result in disciplinary action to any member of this bargaining unit, the Union shall be present, even if the member does not request Union representation.

34.11: No member of the bargaining unit shall be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

34.12: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.

34.13: If a member is charged with the commission of a misdemeanor or violation of a departmental rule or regulation and is suspended until such time as a court or trial board renders a decision as to the alleged charges, the Employer shall continue to pay the member's salary and all other benefits.

34.14: If an employee is suspended or dismissed as a result of disciplinary action and/or trial board hearing, or because he is charged with the commission of a felony, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; and if the Employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the City the money expended for contractual insurance premiums, which monies may be deducted from the employee's annual leave, and/or holiday pay.

34.15: The department shall supply a recorder for all trial boards.

34.16: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

34.17: The Employer may elect to represent a member against whom a claim or civil suit is brought for any act, action or commission arising in the course or out of this employment. In the event the Employer elects not to represent the members, it shall indemnify him, paying all costs of litigation judgments, settlements entered into with the approval of the Employer, court costs, and attorney fees in any case where it is determined by court decision that the member was not civilly liable, or was civilly liable for an unintentional tort arising in the course or out of his employment, or when said action is dismissed.

34.18: In no event shall the Employer be liable for the payment of judgments, settlements, attorney fees, or court costs where the member is found to have committed an intentional tort, provided the member shall have the right to select counsel of his own choosing whenever an intentional tort, is proven.

Effective July 1, 1992 to June 30, 1995

ARTICLE XXXV
SAVINGS CLAUSE

35.1: If any section, sentence, clause or phrase of this contract is for any reason held to be invalid or illegal such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this contract or the contract as an entirety. Both parties will reconvene to negotiate that section or portion of the contract which is found illegal or invalid.

ARTICLE XXXVI
DURATION OF AGREEMENT

36.1: This Agreement shall become effective on July 1, 1992 and continue in effect until and including June 30, 1995. These conditions shall continue for yearly periods from year to year thereafter unless either party shall give notice to the other in writing of the intention to terminate, modify, or amend such contract at least ninety (90) days prior to the expiration date or yearly extended date. Both parties agree after January 1, 1995 to open negotiations and make every effort to reach an agreement before the City sets their annual budget.

36.2: All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of July, 1992.

POLICE OFFICERS ASSOCIATION
MICHIGAN

Patrick J. Spidell
Patrick J. Spidell
Business Agent

PINCONNING POLICE OFFICERS
ASSOCIATION

Matt Kramer
Matt Kramer, President

CITY OF PINCONNING

Bradley J. Noeldner
Brad Noeldner
City Manger

Michael Duranczyk
Michael Duranczyk, Mayor

Karen Waterman
KAREN WATERMAN
Notary Public, Bay County, Michigan
My Commission expires January 24, 1995