

1432

6/30/96  
Extension 6/30/2000

AGREEMENT  
BETWEEN  
THE CITY OF HARTFORD  
AND  
POLICE OFFICERS LABOR COUNCIL

Hartford, City of

July, 1, 1993 through June 30, 1996

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AGREEMENT

THIS AGREEMENT made effective the first day of July 1, 1993, by and between the City of Hartford, Michigan, a municipal corporation, hereinafter referred to as the "City", and the Police Officers, Labor Council, and its members of the Hartford Police Department, hereinafter referred to as the "Union".

ARTICLE I - PURPOSE AND INTENT

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City and the employees covered hereby, to insure true collective bargaining and to establish wages, hours, working conditions and other conditions of employment, which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, the Union and the citizens of the City of Hartford.

ARTICLE II - RECOGNITION AND COVERAGE

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment for the duration of this Agreement for all employees of the Hartford Police Department, excluding the Chief.

The City shall recognize a Bargaining Committee consisting of a Chief Steward to be selected in any manner determined by the Union and a member of the Police Officers Labor Council.

ARTICLE III - UNION SECURITY AND CHECKOFF

Section 1. Association Security. All employees in the Union shall pay to the Union an amount set by the Labor Council, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usually monthly dues or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. The City agrees to a Dues Checkoff and Payroll Deduction as requested by the Union for the present regular employees. Such payment shall commence on the first pay period of the month that is thirty-one (31) days after the effective date, or the date of execution of this Agreement whichever is later. New employees shall commence payment on the first pay period of the month, that is at least thirty-one (31) days following the date of employment.

- (a) The Union shall indemnify and save the City harmless from any and all claims, demands, suits, or any other actions arising from the provisions of this Section, or from complying with any request for termination under these provisions in the event it is determined under substantial law that said provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors, or because of reason of mistake of fact which were in control of or responsibility of the Union.

#### ARTICLE IV - MANAGEMENT RIGHTS

The Union recognizes that, except as specifically limited, or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operation of the Hartford Police Department and the employees therein are vested solely and exclusively in the City.

#### ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The reasonableness of any new rule, regulation or policy of the City or its Police Department that pertains to the Police Department shall be subject to the grievance procedure within five (5) days of enactment.

Section 1. Grievance Procedure. In order to provide a method for the settlement of grievances in an orderly and expeditious manner, the Parties agree to this grievance procedure. Employees may discuss any complaint with the Chief or their immediate supervisor before implementing the Grievance Procedure, and may request the presence of the Chief Steward at such discussion. If the grievance is not resolved by oral discussion with the Chief, the grievance may be reduced to writing and resolved in the following manner.

Step 1. An employee having a complaint after orally discussing it with the Chief, shall, present it in writing to the Chief within ten (10) days of the occurrence or knowledge of the occurrence, and said grievance shall be signed by the employee filing the grievance and the Chief Steward.

The Chief shall give his written answer to the Chief Steward within five (5) days after the receipt of the written grievance.

If the grievance is denied, the Chief Steward may appeal the the grievance to the second step of the grievance procedure within five (5) days of an answer or within five (5) days of the due date of such answer.

Step 2. When the grievance has not been settled in the first step and is appealed to the second step, the Chief Steward shall notify the City Manager, in writing, of its appeal of the first step answer.

The City Manager meet with the Chief Steward within five (5) days after notification of appeal to Step 2. The City Manager shall also notify the Chief Steward of the time and place of the Step 2 meeting.

Within five (5) days of such meeting, the City Manager shall deliver to the Chief Steward the answer in writing.

Step 3. If the grievance is not settled at Step 2 and is to be appealed to the third step, the Chief Steward shall notify the City Manager, in writing, within five (5) days of the grievance being appealed. If such appeal is made, the City Council shall meet with the Grievance Committee within fifteen (15) days to discuss and consider the grievance(s). Such meeting may be attended by a representative from the Police Officers Labor Council. The City Council shall deliver a written answer to the Chief Steward within seven (7) days after the date of the meeting.

Step 4. If the grievance has not been settled in the third step, the Union may submit said grievance to arbitration. The grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service for resolution in accordance with its arbitration rules and regulations then in existence, within fifteen (15) days of the receipt of the third step answer. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both Parties agree to be bound by the award of the Arbitrator and the cost of any arbitration proceeding under this provision shall be borne 50% by the City and 50% by the Union, except that each Party shall pay the expenses of its own witnesses.

Section 2. Time Limits. Grievances that are not answered within the time limits specified in the above grievance procedure shall be considered granted by the City. In the event the Union does not appeal a grievance from one step to another within the time limits specified the grievance shall be considered as settled on the basis of the City's last answer. The time limits established in the grievance procedure shall be followed by the Parties hereto, unless extended by mutual agreement in writing. For the purpose of this Article, "Days" shall mean working days, excluding Saturdays Sundays and days celebrated as holidays.

Section 3. Grievance Discussions. It is understood and agreed that the Chief Steward shall be made available for a grievance

meeting, discussion and/or complaints at any time, at the request of any member of the Union, provided that the Chief determines he can be spared from the work he is then performing. The Chief Steward shall be paid at his regular rate of pay for all time necessarily lost from working hours for such meetings.

Section 4. Notification Defined. As used in Steps 2 and 3 of this Grievance Procedure, "notify" shall be defined as hand delivery or mailing by registered mail. If the grievance appeal is hand delivered, the City Manager shall initial a copy of such appeal, and write the date of receipt thereon.

ARTICLE VI - DISCHARGE AND SUSPENSION

Section 1. In the event an employee in the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the City Manager at Step 3 of the Grievance Procedure within five (5) regularly scheduled working days after such discharge or after the start of the suspension.

(a) The City agrees to promptly notify, in writing, the Chief Steward of such suspension or discharge.

(b) Any employee covered by this Agreement may view the contents of his personnel file which is located in the personnel office in the presence of a member of the personnel staff at any reasonable time, upon request. Access to personnel files shall be limited to a maximum of twice in any twelve (12) consecutive months.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged the City shall re-instate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time such discharge or start of such suspension, including any automatic in grade pay increases, less any amount of any unemployment compensation received or any compensation earned as a result of being available for other work during the period of suspension or discharge.

ARTICLE VII STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown

or strike. The City agrees that during the same period there will be no lockouts.

Section 2. Individual employees, or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the City. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activity may be subject to the grievance procedure.

#### ARTICLE VIII - SENIORITY

Section 1. Probation Period. All new employees will be probationary for their first six (6) months of employment. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which would qualify him for regular employee status. During such probationary period, the employee shall be on a trial basis, shall have no seniority and may have his employment terminated without regard to his relative length of service. Upon successful completion of the probationary period, the employee shall then have his name added to the seniority list as of the date he was employed.

Section 2. Definition of Seniority. Seniority shall be defined as an employee's length of service with the City's Police Department since his last hiring date. "Last hiring date" shall mean the date on which the employee hired and since which he has not quit, retired or been discharged for cause. Departmental seniority shall be defined as an employee's length of service in the Department since his last employment date. Classification seniority shall commence upon the employee's date of entry into a classification and shall include his seniority in a classification with the Department of equal or higher salary in which he has served with a satisfactory probationary period. No time will be deducted from an employee's length of service due to absences occasioned by authorized leaves of absence, vacations, layoffs, sickness or accident leaves. Seniority shall apply only to permanent, full-time employees.

(a) If the City determines that layoffs are necessary, it shall immediately notify the Union of such decision, and shall meet with the Union's Bargaining Committee to discuss such layoffs and alternatives to layoffs, before the layoffs are implemented. The Union may grieve the economic necessity of the layoff with respect to the Police Department budget.

(b) If the City determines that layoffs are necessary, probationary employees shall be laid off first. Thereafter,

layoffs shall be made on the basis of classification seniority, provided always that the remaining employees have skill to perform the available work in the classification. A Police Officer laid off may take a part-time position in the Police Department. Employees will be recalled in inverse order of layoff in the classification in which the recall is made.

#### ARTICLE IX - LEAVES OF ABSENCE

Section 1. Personal Leaves of Absence. The Chief may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee provided such employee can be spared from his work. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar day increments. All leaves of absence shall be in writing.

Section 2. Medical Leaves of Absence. An employee who because of a non-job related illness or accident is physically unable to report for work, shall be given a leave of absence for the period of illness or accident. The employee shall supply the Chief with a certification from a medical doctor of the necessity for such absence, or the continuation thereof, when the same is requested by the Chief. If the City questions the medical certificate, it may require such employee to submit to a physical examination by a doctor chosen by the City, and the City shall pay the bill and fees of such physical examination. If, after such examination the City's doctor does not agree with the decision of the employee's doctor that the employee is physically unable to report for work then the City's doctor and the employee's doctor shall mutually agree upon a third doctor and the decision of the two (2) doctors out of three (3) herein mentioned shall be final and binding on the City and the employee. The fees and bills incident to the third doctor shall be paid by the City. Such leave shall not exceed one (1) year.

Section 3. Funeral Leave Paid funeral leave for the death of a member of the employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, step-child, parent, step-parent, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents-in-law, provided the employee actually attends the funeral. The Chief may require verification of such attendance. Paid leave shall not exceed three (3) regularly scheduled working days if such death occurs within a radius of two hundred (200) miles of Hartford, or four (4) regularly scheduled working day if circumstances warrant the extra time. This extra time will be arranged through permission of the Chief of Police.



(a) One (1) day of paid funeral leave for employees shall be equivalent to eight (8) hours of job classification assignment at the start of the absence for which compensation is requested.

Section 4. Jury Duty. An employee who is summoned and reports for jury duty, for each day on which he reports for or performs jury duty during hours he otherwise would have been scheduled to work for the City, shall be paid the difference between what he would have earned from the City for hours lost from work for jury duty not to exceed eight (8) hours at his regular hourly rate of pay. The provisions of this section are not applicable to an employee who, without being summoned volunteers for jury duty.

#### ARTICLE X - SICK LEAVE

Section 1. Accumulation of Sick Leave. Sick leave shall accumulate at the rate of eight (8) hours per month, this being equal to one (1) day per month, or twelve (12) days per year. Unused sick leave shall accumulate up to a maximum of 130 days. An employee will receive from the City one-half ( $\frac{1}{2}$ ) pay for sick time accumulated at the time of termination. The City may require a statement from the employee's doctor for sick leave. In order to be eligible to use sick leave, an employee must notify the Chief as soon as possible of the need to utilize sick leave, but this notification must be given no later than the beginning of the employee's scheduled shift on the first day of the sick leave, unless it is physically impossible to give such notice by that time.

#### ARTICLE XI - WAGES

Section 1. The normal work week shall consist of forty (40) hours.

Effective July 1, 1993 the following rates of pay will apply to members of the Hartford Police Department.

LIEUTENANT	\$11.42/hr	\$23,759/yr
PATROLMAN		
START	\$ 9.46/hr.	\$19,667/yr
6 Months	\$10.17/hr.	\$21,145/yr
1 Year	\$10.90/hr.	\$22,666/yr

Effective July 1, 1994 the following rates of pay will apply to members of the Hartford Police Department.

LIEUTENANT	\$11.77/hr.	\$24,472/yr
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## PATROLMAN

START	\$ 9.74/hr.	\$20,259/yr.
6 Months	\$10.47/hr.	\$21,779/yr.
1 Year	\$11.22/hr.	\$23,345/yr.

Effective July 1, 1995, the following rates of pay will apply to members of the Hartford Police Department.

LIEUTENANT	\$12.12/hr.	\$25,206/yr.
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## PATROLMAN

START	\$10.02/hr.	\$20,865/yr.
6 Months	\$10.78/hr.	\$22,432/yr.
1 Year	\$11.56/hr.	\$24,045/yr.

Section 2. Longevity. To qualify for longevity pay, the employee must be a full-time employee.

Longevity pay is to start at the end of the 1984 year as follows:

2 years through 5 years service	\$200
6 years through 8 years service	\$300
9 years plus	\$400

Section 3. Overtime. An employee shall be paid overtime for all hours worked in excess of forty (40) hours per week. Overtime shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate. An employee will be required to work a reasonable amount of overtime.

Section 4. Call-in Pay. An employee who is called into work at a time other than his regularly scheduled hours shall be paid call-in pay for a minimum of 2.7 hours or for the hours actually worked, if this exceeds four (4) hours pay. Call-in pay shall be at the rate of one and one-half (1½) times the employee's regular straight time hourly rate.

Section 5. Court Time. An employee required to appear in Court, or before an administrative agency, during off duty hours, as the result of the performance of their duties with the Hartford Police Department, shall be paid one and one-half (1½) times the employee's straight time hourly rate for a minimum of two (2) hours. No mileage or travel time shall be paid.

Section 6. Pension. The City agrees to contribute 2% of base pay to the Deferred Compensation Program established by the Resolution of the City of Hartford on December 8, 1986. This will be paid on a monthly basis for each employee commencing

the first month that the employee becomes eligible to join the Deferred Compensation Program. This 2% is a renewal of the current amount that the City is contributing to the program under the current contract.

Any new employee shall be required to work a minimum of one (1) year continuous employment with the City before eligible to join the Deferred Compensation Program.

Once the employee has been employed by the City for at least one (1) year continuous employment and has been admitted into the Compensation Program, the money paid by the City to his/her compensation fund shall belong to the employee and may be withdrawn upon leaving the employment of the City for any reason subject to the terms and conditions of the Deferred Compensation Program. In addition, any employee who is a member of the Deferred Compensation Program shall have the option to contribute a specified portion of his/her wages to the Deferred Compensation Program by payroll deduction.

#### ARTICLE XII - VACATIONS

Section 1. Starting with January 1, 1980, permanent full-time employees shall accumulate paid vacation credits on the basis of one (1) day of paid vacation leave for each month of continuous service. New employees hired after the effective date of this Agreement shall not be eligible for paid vacation leave during their first year of employment.

(a) Employees who, as of December 31, have completed one(1) but less than five (5) years of continuous employment since their last hiring date shall be entitled to one (1) day per month of vacation credit for continuous service not exceed twelve (12) days in any one (1) calendar year.

(b) Employees who, prior to December 31, will have completed five (5) years of continuous service will earn vacation credits at the rate of one and one-half (1½) days per month for continuous service not to exceed eighteen (18) days in any one (1) calendar year.

(c) The Chief may determine the number of employees who may be off duty during any particular vacation period. Vacation requests may be granted at the Chief's discretion. The granting of such requests will not be detrimental to the efficient operation of the department.

(d) Employees may elect to carry-over vacation credits to the following year, but this shall not exceed seven (7) days.

ARTICLE XIII - Holidays

Section 1. Definition. The following days are designated as holidays under this Agreement: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

Section 2. Holiday Pay. Employees who work on a holiday shall be paid time and one-half ( $1\frac{1}{2}$ ) for all hours worked on that holiday, plus holiday pay. If a holiday falls on a non-scheduled work day, those employees shall receive eight (8) hours holiday pay at their straight time rate.

Section 3. Personal Leave Days. Each employee shall receive two (2) personal leave days per year taken at his discretion with approval of the Chief.

ARTICLE XIV - HOSPITALIZATION AND LIFE INSURANCE

Section 1. Hospitalization Insurance. The City agrees to pay the cost of hospitalization insurance for employees and will pay the insurance premiums of the hospital medical coverage for the full family of the employee.

Section 2. The City shall, for the duration of this Agreement, maintain in force at its sole cost, subject to the provisions of applicable insurance law and the provisions of this Article, insurance protection for the employees covering group life, accidental death and dismemberment, weekly disability benefits, hospital, medical, surgical benefits and prescription drugs.

Section 3. Benefits and Prescription Drugs. The following insurance benefits and provisions shall be applicable to all employees covered by this Agreement:

Life Insurance	\$15,000.00
Accidental Death & Dismemberment.	\$30,000.00
Weekly Disability Benefit	60% of Base Pay
Weekly disability benefits shall be limited to the lesser of the period of disability or fifty-two (52) weeks.	

Weekly disability benefits shall be paid for non-job related injuries and illnesses only. Job related illnesses or injuries shall be covered by the provisions of the Workers' Compensation Act.

ARTICLE XV - MISCELLANEOUS

Section 1. Clothing. The City agrees to furnish at no cost to the employees four (4) summer, three (3) winter uniforms, and all equipment that completes this, to include hats, brass,

boots, shoes and gloves, as the need for each such item is determined by the City. The City shall also maintain and/or replace such uniforms or equipment damaged or worn through the course of duty. The City shall also furnish at its sole cost, duty and practice ammunition, leathers and weapons. Each officer shall be furnished with a portable radio equipped with four channel Van Buren County Sheriff's frequencies while such officer is on duty.

(a) The City shall reimburse two (2) officers not in possession of body armor as of January 1, 1982, in the amount of one hundred fifty dollars (\$150.00) upon proof of purchase of body armor after such date. It is further agreed that the City shall reimburse all other officers employed by the City in possession of body armor before or after June 11, 1980, in the amount of one hundred dollars (\$100.00), upon proof of purchase of the body armor. No employee shall be entitled to more than one (1) such payment.

Section 2. Dry Cleaning. The City agrees to pay for the dry cleaning of up to three (3) uniforms per officer per week. This will be done at no cost to the employee and shall be at a dry cleaning establishment of the City's choice.

Section 3. Personal Property Replacement. The City will repair and replace duty related personal items damaged or lost in the course of employment that did not result from an employee's negligence.

Section 4. Police Vehicles. All police vehicles shall factory installed air conditioning and be equipped with a Police Package.

Section 5. False Arrest Insurance. The City shall, for the duration of this Agreement maintain in force at its sole cost at the least the present coverage that is in force at the present time through the National Sheriff's Association.

Section 6. Liability Insurance. The City shall maintain the present level of additional liability insurance that is in force as of the effective date of this Agreement.

Section 7. Shift Duties The Chief shall not be scheduled to allow the layoff of a bargaining unit member. All Police Officers shall be scheduled on a rotating basis with no officer to work a permanently assigned non-rotating shift without the mutual agreement of the Chief of Police and the Bargaining Committee.

Section 8. Assistance Calls. No employee shall be restrained by an order of the City or Chief of Police from

requesting necessary assistance in the performance of his duties. Reciprocal aid requests from outside agencies shall be honored at the discretion of the officer on duty.

Section 9. Shift Change. No officer shall be required to honor a change without at least twenty-four (24) hours prior notice unless said change is due to an illness of another employee, or an unexpected emergency situation.

Section 10. Gender. The masculine noun as used in this Agreement shall be held to include the feminine.

Section 11. Staffing. The City of Hartford may hire three (3) part-time police officers. These officers shall be excluded from coverage of benefits of the existing contract. The wages and benefits of the officer shall be totally within the decision of the City of Hartford. This Agreement supersedes and is included in the terms of the existing contract; specifically Article II, Section 1 of said contract.

In the event of a layoff of regular full-time members of the bargaining unit, the laid-off officer(s) shall be allowed the option of working part-time in the Police Department. The City shall not utilize the services of any other part-time personnel until all full-time officers have been recalled to work.



ARTICLE XVI - DURATION

This Agreement shall become effective July 1, 1993, and remain in full force and effect until June 30, 1996, or until a new Agreement has been reached and ratified by both Parties, whichever is later.

FOR THE CITY OF HARTFORD

FOR THE POLICE OFFICERS  
LABOR COUNCIL

  
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Agreement to Extend  
Labor Management Agreement  
between the City of Hartford  
and the Police Officers Labor  
Council

Effective date of the extension is 7/1/96 and runs through 6/30/00 (four years).

Agreement

1. Add Good Friday to Holiday Schedule effective 7/1/96.
2. 2 1/2% wage increase for each of the four years with the first increase effective 7/1/96.

Reopeners

1. The City and Union shall meet and negotiate toward establishing a retirement system. Such negotiations must conclude prior to 6/30/97.
2. The City and Union shall also meet and negotiate optical and dental insurance. Such negotiations must conclude prior to 6/30/98.
3. The negotiations concerning retirement, optical and dental shall be considered as contracted negotiations and subject to mediation and arbitration as provided in Act 312 if the parties fail to reach an agreement.

Add the following language to Article XV Miscellaneous:

Section 11 - Staffing, Paragraph 2, to read:

In the even of a layoff of regular full-time members of the bargaining unit, the laid-off officer(s) shall be allowed the option of working part-time in the Police Department. The City shall not utilize the services of any other part-time personnel until all full-time officers have been recalled to work. Part-time employees in the Police Department shall be laid off before any full-time employees are laid off.

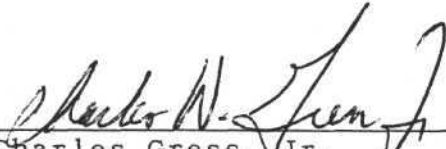
Add the following language to the existing letter of agreement between the city of Hartford and the Union, paragraph 2:

2. Should the Employer create a new classification of sergeant, or fill the existing lieutenant classification, or any rank in which members of the bargaining unit would have a legal interest, then the Parties shall commence immediate negotiations

regarding a procedure for determining the eligibility of individuals to be promoted. The Parties agree that no promotions shall take place until said procedure is negotiated.


In witness whereof, the parties have executed this agreement on the 24TH day of JUNE, 1996.

Police Officers Labor  
Council:

  
\_\_\_\_\_  
Charles Gress, Jr.  
Chapter Representative

  
\_\_\_\_\_  
Homer LaFiniere  
Field Representative

City of Hartford:

  
\_\_\_\_\_  
Theodore Johnson, Mayor

  
\_\_\_\_\_  
Fred Snider, City Clerk