

1462

6/30/99

City of Hillsdale

and

Police Officers Labor Council

July 1, 1996 to June 30, 1999

Hillsdale, City of

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HILLSDALE POLICE DEPARTMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1996, by and between the CITY OF HILLSDALE, MICHIGAN, located at Hillsdale, Michigan, party of the first part, and hereinafter termed the Employer, and POLICE OFFICERS LABOR COUNCIL, 667 E. Big Beaver, Suite 205, Troy, MI 48083, party of the second part, hereinafter called Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts, and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

W I T N E S S E T H:

ARTICLE 1

Extra Contract Agreements

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms of provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 2

Recognition, Agency Shop and Dues

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of all dispatchers, patrol officers, detectives, and sergeants of the Hillsdale Police Department.

Section 2. (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a

majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraph (a) and (b) of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative the lesser of the Union's negotiating and contractual administrative costs pro-rated among bargaining unit employees and an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union for the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the date of employment as a probationary or regular employee. The collection of the union dues after thirty-one (31) days will not be interpreted to mean that the employee is a regular employee until after one (1) year probationary period in accordance with Article 2 A.

(d) If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or

shall be renegotiated for the purpose of adequate replacement.

(e) The Union agrees that in the event of litigation against the City of Hillsdale, its agents or employees, arising out of this provision, the Union will defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

(f) It shall be the sole responsibility of the employee to see that the regular and usual initiation fees assessed by the Union are paid or that the arrangements for such payment are made with the Local Union.

ARTICLE 3

Deduction of Dues

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues of Police Officers Labor Council, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payment to the Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

ARTICLE 4

Jurisdictional Rules

Section 1. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit.

ARTICLE 5

Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees except when the contracting of such work or service will result in better services than provided by City bargaining unit employees or when such contracting will reduce the cost of such service for the general benefit of the constituents of the City; provided, however, notwithstanding anything in this Article to the contrary, no subcontracting will be done if it would cause a layoff of any of the employees in the divisions affected who were in the bargaining unit on the date this Agreement became effective unless such subcontracting will substantially reduce the cost of the service subcontracted thereby generally benefitting the constituents of the City.

ARTICLE 6

Stewards

Section 1. The Employer recognizes the right of the Local Union membership to elect one job steward and one alternate from the Employer's seniority list. The authority of the job steward and alternate so elected by the Local Union shall be limited to the following duties and activities.

1. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate local union action;

3. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information;

(a) have been reduced to writing, or,

(b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The job steward and alternate have no authority to take strike action, or any other action interrupting the

Employer's business. The Employer recognizes these limitations upon the authority of job steward or their alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

Section 3. The steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours, provided this does not disrupt normal work and time is cleared with the Department Head. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the Department Head. Permission shall be granted within a twenty-four (24) hour period if an emergency does not exist at that time.

ARTICLE 7

Union Activities

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the employer during working hours to talk with stewards of the local union and/or representatives of the employer concerning matters covered by this agreement, without interfering with the progress of the work force. The union will arrange with the employer for time and place.

Section 2. The union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times at the discretion of the employer, with employee consent.

Section 3. The employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the union and employer. Only official notices are to be posted and must have the signature of the union business representative or the shop steward for the union, and the city manager or his representative for the City.

Section 4. The employer agrees to grant time off not to exceed three (3) days in any one calendar year without discrimination or loss of seniority rights and without pay to any employee designated by the union to attend a labor convention, or serve in any capacity on other official union business provided forty-eight (48) hours written notice is given to the employer by the union, specifying length of time off for union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE 8

Management

The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees, to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency of operations; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for financial purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 9

Limitation of Authority and Liability

Section 1. No employee or other agent of the Union shall be empowered to call any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article 12 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 10

Rules and Regulations

Section 1. The employer shall have the right to promulgate reasonable rules and regulations. When new rules or regulations are issued or a present rule or regulation is changed, a copy of the new or changed rule or regulation will be forwarded to the Chief Steward ten (10) days prior to its implementation.

ARTICLE 11

Discipline

Section 1. The intent and purpose of this article is to provide for progressive disciplinary action. All disciplinary action shall be for just cause.

Section 2. In any case where disciplinary action is taken by the employer, the following procedure shall be followed:

1. Oral Counselling
2. Written Counselling Memorandum
3. Written Reprimand
4. Suspension
5. Discharge

Section 3. Nothing in the aforementioned procedure shall prevent the employer from taking immediate and appropriate disciplinary action, with proper notice to the union, should it be required by the circumstances.

Section 4. The employer may modify a disciplinary action except that the severity of the action shall not be increased but may be lessened.

Section 5. No disciplinary action resulting in a written reprimand shall be considered in subsequent disciplinary actions if, in the

twelve month period following the date of the written reprimand, the employee is not subject to any further disciplinary action. No disciplinary action resulting in suspension shall be considered in subsequent disciplinary actions if, in the twenty-four month period following the date of the suspension the employee is not subject to any further disciplinary action.

Section 6. In cases of disciplinary action which results in a written reprimand, suspension or discharge, notification to the union of such disciplinary action shall be provided by delivering to the union steward copies of the memoranda or correspondence which are provided to the employee.

Section 7. The employee shall have the right to have the union steward present during discussions with his or her supervisor relative to disciplinary actions.

ARTICLE 12

Grievance Procedure

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement there shall be an earnest effort on the part of the parties to settle such grievance dispute promptly through the following steps:

Step 1. It shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the local Union. Such grievance shall be presented to the employee's department head promptly but in no case later than ten (10) working days of knowledge of the occurrence giving rise to the grievance. Within five (5) working days after receiving the written grievance, the department head

shall meet with the employee, the steward, or both for the purpose of discussing and attempting to resolve the grievance. Within five (5) working days after the aforementioned meeting, the department head shall deliver a written response to the grievance to the employee and the steward.

Step 2. If the grievance is not resolved in Step 1, the aggrieved employee, the steward, or both, may present the written grievance, along with the department head's written response, to the City Manager, and shall notify the City Manager of their desire to proceed with the grievance. Such notification shall take place within five (5) working days following the receipt of the department head's written response in Step 1. Within five (5) working days after receiving such notification, the City Manager shall arrange to meet with the Union's representatives. Such meeting shall be held within fifteen (15) working days. Within five (5) working days following the aforementioned meeting, the City Manager shall deliver to the Union representative a written response to the grievance.

Step 3. If the grievance is not resolved in Step 2, it shall be referred to arbitration upon the request of either Union or the employer. The president and/or Executive Board of the local union shall have the right to determine whether or not the grievance is

qualified to be submitted for arbitration by the union. Either party may demand arbitration by the Federal Mediation and Conciliation Service. The party first demanding arbitration shall give notice in writing to the other party of its desire to arbitration within ten (10) days of the Step 2 decision. There shall be no strikes, lockout, cessations of employment or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article shall result in forfeiture and abandonment of said grievance. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 3. Any grievance not advanced to the next step within the time limit in that step shall be deemed abandoned, or in case the City fails to respond within the time limits, the Union and/or the employee will prevail in its grievance. The time limits may be extended by mutual written agreement between the parties to this agreement.

ARTICLE 13

Special Conference

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE 14

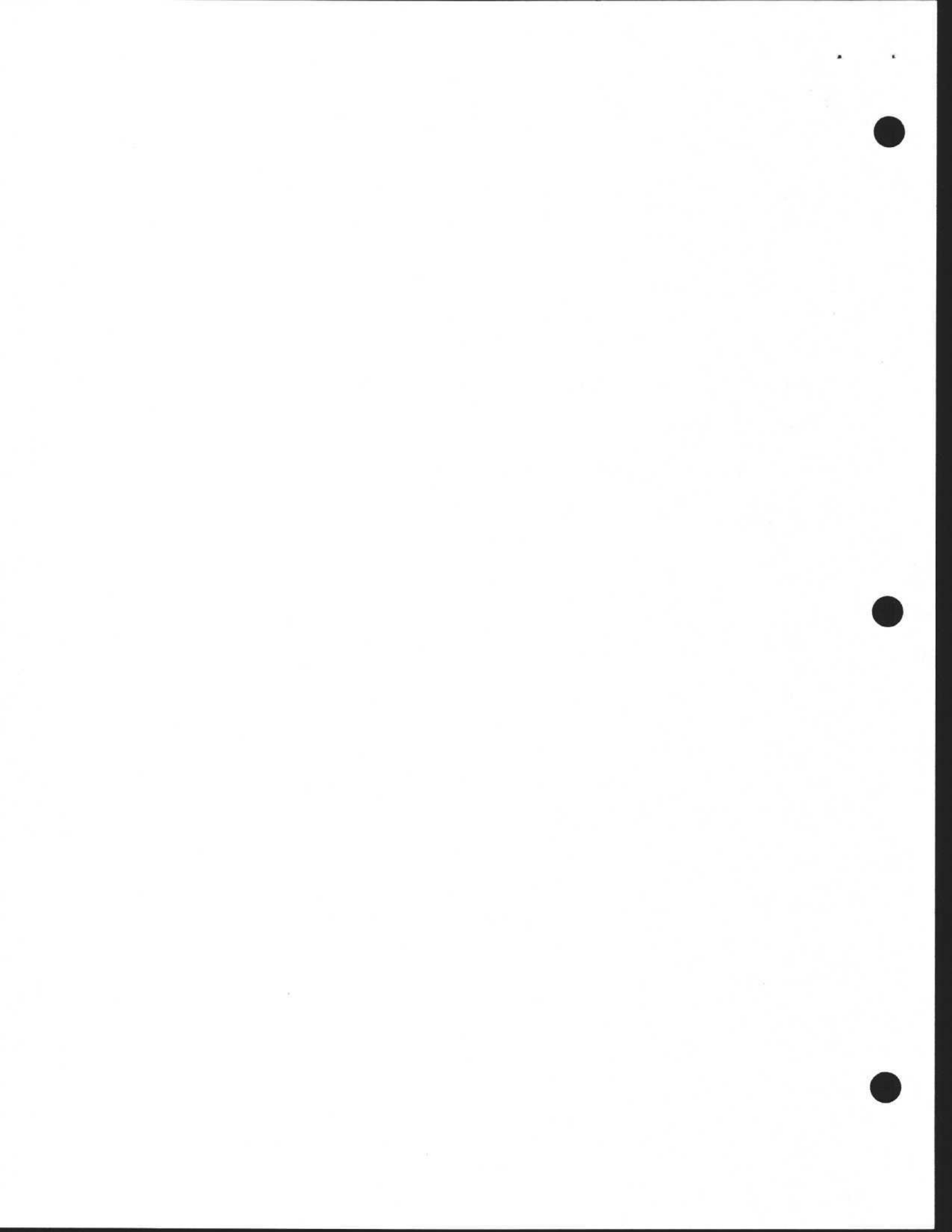
Public Safety

Section 1. It is specifically agreed and understood that in the event a Public Safety Department is created and implemented during the term of this contract, that there shall be a reopener with respect to persons assigned to Public Safety Officer classifications for the purpose of negotiating their shift hours, wages and retirement benefits. All other provisions of this contract shall apply to such classification without further negotiation and shall not be subject to said reopener.

ARTICLE 15

Safety Committee

A Safety Committee shall be composed of Union and Employer representatives who will meet monthly for the purpose of discussing safety and promulgating regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. In the course of making such determination, any and all Federal and State laws that are applicable to Employer and employee covered by this Agreement shall be considered.



ARTICLE 16

Equipment, Accidents and Reports

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or City Safety Director or his designee.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, will be paid for the whole day upon which such injury occurs.

Section 4. The employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances

prescribed by law. It shall not be a violation of this Agreement where employees refused to operate such equipment unless such equipment has been determined to be in safe operating condition. The determination of "safe operating condition" shall be made by the garage foreman who shall advise the Department Director in writing as to his findings.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee and he shall immediately, or at the end of his 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 Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved by the garage foreman who shall advise the Department Director as to his findings in writing.

Section 7. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless such loss or damage results from the gross negligence or reckless use of or by an employee or employees.

ARTICLE 17

Reports

Section 1. Reports of all officers shall be complete and specific in matters related to their performance of duty and shall be provided in as timely fashion as the supervisor or police administration reasonably requires. An officer shall have the right to consult with his steward if he has reason to believe that criminal or disciplinary charges may be preferred against him as a consequence of the information given. However, the process of consulting his steward shall not delay the provision of said report.

Section 2. Any officer ordered to give a subsequent statement or report by his supervisor except for clarification of a previous report which might result in criminal charges and/or disciplinary action against the officer, shall be advised of the nature of the alleged charge or inquiry involved. Departmental rules and regulations which relate to criminal charges will be treated as above.

ARTICLE 18

Wash Rooms and Lockers

Section 1. The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers shall remain locked and will not be opened for inspection unless found to be unlocked or in cases of emergency. "Emergency" shall be defined as a situation that warrants immediate attention and the assigned officer or union representative is unavailable to be present when the locker is opened.

ARTICLE 19

Bond

Section 1. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

ARTICLE 20

Legal Assistance

Section 1. The Employer will provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities, excepting with respect to any disputes between the Employer and the employee whether under this Agreement or otherwise; provided, however, that the employer shall not be required to provide legal assistance for acts arising out of willful or wanton disregard for the law and/or gross negligence on the part of the employee.

ARTICLE 21

Court Appearance

Section 1. Any employee who is subpoenaed as a result of an accident which occurs while he is on duty with this department who must attend court shall suffer no loss of pay but will be paid the difference between witness fees and his regular pay.

ARTICLE 22

Worker's Compensation

The Employer shall provide Worker's Compensation protection for all employees even though not required by law.

ARTICLE 23

Transportation Allowance

Section 1. When an employee is required by the employer to provide his own transportation to and from a job location or other related duties, he shall receive an allowance at whatever rate per mile is paid by the City to its supervisory personnel, or will be provided with transportation by the City, excluding to and from his normal place to report for his regular work shifts.

ARTICLE 24

Training

Section 1. The employer agrees to provide an inservice training program with training sessions at least six times per year. A training officer will be designated by the City and will set up the content and scheduling of programs. Firearms, defensive tactics, and first aid training sessions shall be included among the six training sessions. Employees shall receive no compensation while attending such training sessions and attendance and participation in such programs shall be on a voluntary basis, provided, however, that firearms qualification will be conducted on a mandatory basis.

Section 2. The employer shall make diligent effort to establish and provide a gun range and shooting qualification program. The employer shall furnish fifty (50) rounds of ammunition per man per month for use in connection with any such programs established.

ARTICLE 25

Pay Periods

Section 1. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Payday will be every other Thursday after 12:00 noon.

ARTICLE 26

Leave of Absence

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the Employer has granted an extension prior to the twenty-fifth (25th) day of such original leave.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

All health insurance (including dental and vision) benefits will be paid through the end of the month the leave commences. There will be no accumulation of any benefits (sick leave, vacation leave, holiday pay and the like) during any leave of absence.

ARTICLE 27

Seniority

Section 1. Seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and rehiring of laid off personnel, the particular work performed by said employee shall be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall be broken only by discharge for just cause; or voluntary quit; or layoff for a period of more than two (2) years.

Section 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority right under this

Agreement and shall be subject to immediate discharge.

Section 5. The Steward shall be granted super-seniority for purposes of layoff and rehire, providing he has the ability and qualifications.

Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

Section 7. A new employee shall work under the provisions of this agreement but shall be employed only on a one (1) year trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this agreement or discrimination against union members. After one (1) year, the

employee shall be placed on the regular seniority list. In case of discipline within the one (1) year period, the employer shall notify the local union in writing.

ARTICLE 28

Job Classifications

Section 1. If the Employer opens additional classifications of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

Section 2. Changes in qualifications for job assignments and classifications are subject to review by the Union.

ARTICLE 29

Vacancies

Section 1. The City will fill all permanent classification vacancies as soon as possible when need for such action is necessary, as determined and or established by the Employer.

Section 2. Vacancies in the department shall be offered first to the senior employee in the higher classification in the department where the vacancy occurs provided the employee is qualified to perform the services where such vacancy occurs.

Section 3. The Employer reserves the right to hire from outside the bargaining unit, provided, that no employee within the bargaining unit qualified to fill the job vacancy submits a bid therefor.

ARTICLE 30

Temporary Assignment

Section 1. In the event there is a temporary job opening due to illness, emergency, leave, vacations, temporary work increases, weather, etc., the City will fill such jobs by offering to the most senior employee within the classification or division of the bargaining unit, if qualified, when need for such action is determined by the Employer to be necessary. All such assignments will be paid at the present rate called for in that classification.

Section 2. The Employer shall offer assignment by seniority within the classification of a division of the bargaining unit contingent upon the employee holding such seniority is qualified. If such assignments are not filled by seniority, the Employer shall fill such jobs at his own discretion.

Section 3. The senior qualified employee when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the work day, he shall not suffer a reduction in pay.

ARTICLE 31

Work Schedule

Section 1. The regular work shifts shall be 11:00 P.M. to 7:00 A.M., 7:00 A.M. to 3:00 P.M. and 3:00 P.M. to 11:00 P.M. Any changes in the shift schedule will be by mutual agreement. The relief dispatcher will work a rotating shift as needed, to cover pass days of regular shifts. Dispatchers shall have shift preference selected on a seniority basis once each year. Sergeants and patrolmen shall have shift preference with selection to be in accordance with present practice set forth in Article 32, Section 1.

Section 2. All shifts will work seven (7) days with two (2) days off and eight (8) days with four (4) days off. There will be no less than two (2) men per shift.

Section 3. The work schedule will be eighty (80) hours per pay period.

Section 4. All employees shall receive a minimum eight hours rest period between shifts, provided, however, that excluded from this requirement are court appearances and emergencies. Provided further, that emergencies are defined as acts of God or unforeseen circumstances requiring the call-back to duty of such employees and

provided further that such emergencies shall be called only by the Mayor, Director of Public Safety or other person or persons authorized by law.

Section 5. For the purpose of reducing the amount of overtime hours worked by patrol officers and dispatcher, sergeants may be assigned to perform road patrol or dispatch duties. When a sergeant is assigned to perform road patrol or dispatch duties, he shall perform the duties of the classification to be filled initially and he shall be relieved from the performance of those assignments not associated with the road patrol or dispatch assignment; provided, however, that this provision shall not be interpreted to mean that the sergeant shall not perform those routine supervisory responsibilities traditionally associated with the supervision of subordinate employees.

Each sergeant may be assigned to perform road patrol and/or dispatch duties for a number of duty hours not exceeding the numbers shown in the following schedule:

| | |
|-----------------------------------|-----------|
| July 1, 1996 - June 30, 1997..... | 400 hours |
| July 1, 1997 - June 30, 1998..... | 400 hours |
| July 1, 1998 - June 30, 1999..... | 400 hours |

Irrespective of the provisions of Article 33, Section 7 to the contrary, sergeants may be used to fill vacancies in road patrol or dispatch schedules which result from the utilization of compensatory time.

ARTICLE 32

Shift Selection Agreement

Section 1. Dispatcher Classification

Shift selection shall be made by bid based upon seniority, accumulated within the dispatcher officer classification. Senior most dispatcher officer shall have the first choice of shifts. The next most senior dispatcher will then bid for shifts by their seniority ranking. The bids shall be done on an annual basis and submitted in writing to the Director of Public Safety or the scheduling Sergeant at least two weeks prior to the beginning of the calender year.

Shifts and hours are as follows:

Day Shift - Monday through Friday as work days, 0700 hours to 1500 hours.

Afternoon Shift - Saturday through Wednesday as work days, 1500 hours to 2300 hours.

Midnight Shift - Friday through Tuesday as work days, 2300 hours of the evening before to 0700 hours.

Relief Shift - Wednesday (midnight shift), Thursday and Friday (afternoon shift), Saturday and Sunday (day shift).

Employees within this classification may trade shifts within the

calender year provided that all employees affected by the trade do so upon mutual agreement.

Section 2. Patrol Officer Classification

Shift selection shall be made by bid, based upon seniority, accumulated within the patrol officer classification. The senior patrol officer will have first choice of shifts and quarters with remaining officers choosing shifts in order of seniority ranking. Selection shall be as follows:

Selection of shifts and quarters will be for the entire calendar year.

The year will be divided as follows:

January 1st through March 31st

April 1st through June 30th

July 1st through September 30th

October 1st through December 31st

Senior most officers may work a maximum of 9 months (3 quarters) on one shift in a calender year. He/she must then bid to a different shift of his/her choice. After shift selection is complete, officers may switch or exchange shifts, within this classification, upon mutual agreement of those affected employees. All bid

exchanges shall be submitted in writing and retained in the employee's "change of schedule" file.

Shift hours and pass days shall be as follows:

Midnight shift - 2300 hours to 0700 hours

Day shift - 0700 hours to 1500 hours

Afternoon shift - 1500 hours to 2300 hours

All shifts will work eight (8) days on duty and four (4) days off duty, then seven (7) days on duty and two (2) days off duty. The four (4) day pass will always occur on a Friday, Saturday, Sunday and Monday. The remainder of work and pass days will follow in succession. Officers can not be required to work their pass days with the exception of an emergency. Shift selections for the calendar year will be submitted to the Director of Public Safety or the scheduling Sergeant no later than two (2) weeks prior to the beginning of the calendar year. No two probationary employees in this classification can be on the same bid shift.

Section 3. Sergeant Classification

Shift selection shall be made by bid based upon seniority accumulated within the sergeant classification. Senior most sergeant having first choice of shifts, next most senior sergeant having choice of the two remaining shifts, and junior sergeant assigned to remaining unfilled shift.

The bids shall be done on a quarterly basis, specifically:

First quarter - January 1st through March 31st

Second quarter - April 1st through June 30th

Third quarter - July 1st through September 30th

Fourth quarter - October 1st through December 31st

Shift hours and pass days shall be as follows:

Day shift - Monday, Tuesday, Wednesday and Thursday,
0700 hours to 1700 hours (10 hour shift).

Afternoon shift - Wednesday, Thursday, Friday and
Saturday, 1700 hours to 0300 hours (10 hour shift).

Relief shift - Monday and Tuesday, 1700 hours to 0300
hours. Friday and Saturday, 0700 hours to 1700
hours. (10 hours shifts) Sunday, Wednesday and
Thursday on pass.

Shift bids shall be delivered to the Director of Public Safety or designated scheduling sergeant no later than two full weeks (14 days) prior to the beginning of a new quarter. If no bid is submitted or is submitted after the deadline, no preference shall be given based upon seniority and bids that have been properly submitted shall have priority. All bids shall be in writing and retained in the employee's "Change of Schedule Request " file. Employees within the sergeant classification may trade shifts

within any quarter provided that all employees affected by the
trade do so upon mutual agreement.

ARTICLE 33

Overtime

Section 1. Overtime opportunities occurring ten or more days after the employer becomes aware of such opportunities shall be filled by posting a notice of such overtime opportunities and providing employees not less than three (3) days to indicate their desire to work such overtime. Such overtime shall be filled by selecting the senior qualified employee within the classification required who has expressed a desire to fill the overtime. If no employee within the classification required expresses a desire to fill the overtime, the senior qualified employee expressing a desire to fill such overtime shall be selected.

Section 2. Overtime not filled through the procedure in Section 1 shall be filled by following the procedure below:

1. Offer to the employee on pass on the shift;
2. Offer to the employee on pass on the preceding shift;
3. Offer to the employee on pass on the succeeding shift;
4. Offer four hours to the senior employee on the preceding shift;
5. Offer four hours to the senior employee on the succeeding shift;
6. Offer to the junior employee on the preceding shift;

7. Order in the junior employee on the succeeding shift.

Section 3. Overtime to be approved in advance except in case of necessity due to involvement within normal duties on a shift which requires the immediate attention of the officers involved.

Section 4. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over eighty (80) hours in any pay period.

Section 5. An employee reporting for call in assignment or court appearance shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate. However, if the call-in period or court appearance is over two (2) hours the employee will be guaranteed four (4) hours. No overtime pay will be awarded to employee for court appearances required by a former employer; however, there will be no loss of time if such court appearance occurs while the employee is regularly scheduled for duty.

Section 6. There shall be no pyramiding of overtime or overtime benefits.

Section 7. In lieu of receiving monetary compensation for overtime worked in accordance with the provisions of Sections 4 and 5 of this article, each patrol officer, dispatcher, and detective may elect to establish a bank of compensatory time. Compensatory time

shall be awarded at the rate of one and one-half hour for each hour of overtime worked. Each patrol officer may accrue up to twenty-four hours of compensatory time. The patrol officer shall be responsible for notifying his supervisor, prior to the end of the pay period in which the overtime is worked, of his intent to receive compensatory time for overtime hours worked.

Compensatory time may be utilized by the employee in accordance with established procedures related to the use of personal time; provided, however, that compensatory time off may not be permitted when such time off would necessitate overtime. An employee may transfer compensatory time to another employee in exchange for coverage by said employee of scheduled work periods.

ARTICLE 34

Sick Leave and Disability

Section 1. Sick Leave shall be earned at the rate of eight (8) days per twelve-month period and shall be earned prorata on a monthly basis; provided, however, that full time employees may earn, but not use, sick leave during the first sixty (60) days of their employment with the City. Days as used in this article shall be construed to mean working days and shall not be interpreted to mean calendar days.

Section 2. In case of illness, the employee shall inform his supervisor of his inability to be present because of such illness. A doctor's certificate may be required by the office after an absence of two (2) days. The Employer may require an employee to furnish a doctor's certificate for such doctor as the employer may designate at the sole expense of the Employer at any time proof of illness is desired. In case of illness of an employee's spouse, the employee, upon recommendation of his employer after proof of such illness has been established, may be absent two (2) days with pay, same to be deducted from employee's sick leave.

Section 3. Sick leave days may be accumulated to thirty (30) days. Employer will pay employee no portion of accumulated sick leave days on retirement or leaving employment for reasons other than illness where the employee has less than five (5) years service at the time of such retirement or leaving employment. Employer will pay employee fifty percent (50%) of accumulated sick leave days on retirement or leaving employment for physical reasons where the employee has between five (5) and ten (10) years service inclusive at the date of such retirement or leaving employment for physical reasons and is otherwise in good standing. Employer will pay employee seventy-five percent (75%) of accumulated sick leave days on resigning where the employee has more than ten (10) years of service at the date of resigning and the employee is otherwise in good standing. Employer will pay employee one hundred percent (100%) of accumulated sick leave days on retirement or leaving employment for physical reasons and is otherwise in good standing where the employee has more than 10 years of service.

Section 4. Employer will pay each employee seventy-five percent (75%) of one (1) day's pay at the employee's regular rate of pay for each day of sick leave earned in excess of the maximum accumulation of thirty (30) days permitted pursuant to Section 3.

Payments pursuant to this section will be made within thirty days following the end of the calendar year and the payments shall be for days earned as of the end of the calendar year.

Section 5. The employer shall establish short-term and long-term disability benefits for the employees covered by this agreement. The short-term disability benefits shall provide income equal to seventy percent (70%) of the employee's regular rate of pay for an employee who, due to illness or injury not compensable under workers compensation, is unable to work. Payments made under the provisions of the short-term disability program shall commence after the employee has missed thirty consecutive days of work due to the injury or illness and shall continue for twenty-six (26) weeks or until the employee returns to work, whichever comes first. The long-term disability benefit shall provide income equal to sixty percent (60%) of the employees regular rate of pay. The payments under the provision of the long-term disability program shall commence after the employee has exhausted the benefits to which he or she is entitled under the provisions of the short-term disability program and shall continue until the employee returns to work, retires or reaches age 70, whichever comes first. The

employee's eligibility for payments under the short-term and long-term disability programs shall be subject to the specific conditions and restrictions imposed in the administration of these programs.

ARTICLE 35

Funeral Leave

Section 1. Employee will be paid for three (3) days absence in the case of a death in his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, the brother or sister of employee's spouse or the spouse of the employee's brother or sister. This is in addition to vacation and sick leave time. Proof of attendance may be required by Employer. In the event the bereavement is outside of a circle which has as its center the intersection of Carleton Road and Hillsdale Street in the City of Hillsdale and a radius of 325 miles, the employee will be paid for five (5) days absence. Employees shall be allowed the day of the funeral for the death of a grandparent, grandparent-in-law, grandson, granddaughter, son-in-law or daughter-in-law.

ARTICLE 36

Personal Leave

Section 1. There shall be three (3) personal leave days allowed to each employee during the calendar year. Each employee will be granted personal leave days to be used at his or her discretion with the approval of the Director of Public Safety. Personal leave days shall be scheduled on 72 hour notice, provided, however, that such notice may be waived by the Director of Public Safety if the personal leave days would not result in overtime being paid to another department employee. Personal leave days requested less than 72 hours in advance shall subject the requesting employee to being called back up to eight (8) hours prior to the commencement of his or her otherwise regularly schedule shift. It is further provided that each employee may accumulate and carry over from calendar year to calendar year not more than one (1) personal leave day. All personal leave days not used during the calendar year or carried over to the next calendar year shall be paid to the employee accumulating same at his or her regular rate of pay, in cash, on a lump sum basis on or before the second pay of the following year.

ARTICLE 37

Holidays

Section 1. All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day for said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work the day prior to, and the day after the holiday or be on approved leave. Failure to be on duty either the day preceding or the day following the holiday will disqualify an employee for holiday pay. Employees on sick leave on a holiday shall receive sick leave pay in lieu of holiday pay.

Section 1(a). The following shall be the holidays as established in this Agreement for July 1, 1996 to June 30, 1997

| | |
|----------------|---------------------|
| New Years | New Year's Eve |
| Christmas | Christmas Eve |
| Memorial Day | 1/2 Day Good Friday |
| Fourth of July | Labor Day |
| Veterans Day | Thanksgiving Day |

The following holidays have been agreed upon from July 1, 1997 to June 30, 1999.

New Years

New Year's Eve

Christmas

Christmas Eve

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Section 2. An employee working on a legally established holiday as established in this Agreement, will be paid for hours worked at 250% of his regular rate of pay in lieu of the holiday pay provided for in Section 1 of this Article.

Section 3. Holidays recognized by Section 1a of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal day at a later date.

ARTICLE 38

Vacations

Section 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

| | |
|----------------------|---------|
| 1-4 Years..... | 10 Days |
| 5-9 Years..... | 15 Days |
| 10-14 Years..... | 20 Days |
| 15 Years and Up..... | 25 Days |

Section 2. Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

Section 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 4. Vacation days can only be accumulated in an amount not to exceed the number of vacation days for which an employee is eligible at the end of his or her employment anniversary date. However, employees shall be permitted a maximum of three (3) vacation days which may be used for one (1) day vacations, provided the Department Head has been so notified of such intention at least seventy-two (72) hours prior to the commencement of such vacation.

Seventy-two (72) hours notice of an employee's request for one day vacation time shall be given as a necessary prerequisite to the granting of such request. Requests for utilization of one vacation day shall be considered in the order of the receipt of requests therefor and not on a seniority basis.

Section 5. In any case of the employee leaving City employment or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

Section 6. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his vacation request no later than March 1. Employees have the right, however, to revise their preference as late as April 1st of each vacation year. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

Section 7. Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation for the first month only and his vacation days then will be figured on a pro rata basis upon his return to work.

ARTICLE 39

Hospitalization, Vision & Dental, Pension, Life Insurance

Section 1. Hospitalization. The employer will provide employees with Blue Cross-Blue Shield Comprehensive, Semi-Private Health Plan DRI-200; Master Medical 100-200 deductible; 80/20 co-pay; \$5.00 Prescription Drug co-pay with contraceptives; or a comparable plan. The employer will pay 50% of the deductible amounts attributable to and required by said coverage. Upon receiving proper documentation said payment shall be made to the employee not longer than 30 days from the employer's receipt of the documentation.

Effective on August 1, 1996, a bi-weekly deduction of \$23.13 Family, \$20.93 Couple, and \$10.26 Single will be withheld from each employee and applied toward the cost of said insurance coverage.

Premiums for extended family coverage under the Comprehensive, Semi-Private Health Plan DRI-200 and Master Medical 100-200 deductible; 80/20 co-pay for those employees requiring same will be paid by the employer.

For all present employees only, employer will pay 50% of the cost for the extended family coverage for the prescription drug, vision and dental riders.

An annual adjustment will be made with regard to the sums withheld from the employees and applied toward the cost of the comprehensive health plan and master medical insurance coverage provided for in this agreement that will increase or decrease said contribution by the same percentage of increase or decrease in the annual premiums charged for such insurance coverage. For example, if the annual premiums charged for said coverage increase by ten (10%) percent, the amounts withheld from the employees and applied toward the cost of said coverage shall increase ten (10%) percent. On the other hand, if the annual premiums charged for said coverage decrease by ten (10%) percent, the amounts withheld from the employees and applied toward the cost of said coverage shall decrease ten (10%) percent. The base for calculating said adjustments shall be the annual premiums charged for said coverage for the period commencing January 1, 1996.

A retiring employee may keep his or her hospitalization plan in effect as part of the employer's group, subject to the rules and regulations of the insurance carrier; provided, however, that the cost of said insurance coverage shall be paid by and be the sole obligation of said employee.

Dual Health Insurance Coverage. The employer will pay not to exceed \$1,000.00 per calendar year, in monthly installments of \$83.33 to any employee who can qualify, as determined by the insurance carrier and in accordance with any applicable laws, rules, regulations, policy provisions and other requirements, and who does opt to discontinue coverage under the employer's group insurance coverage by reason of having coverage under a policy of health insurance provided to and covering said employee's spouse by said spouse's employer.

Section 2. Vision and Dental Insurance The City shall provide the Vision A-80 Program and Dental Insurance program of CR-50-50-50 MBL 1000, CR-OS-50 MBL 1000 for all employees.

Section 3. Pension. The City agrees to provide the Michigan Employees' Retirement System Plan B-3; 2.25 multiplier with the F-55 (20) waiver for all Hillsdale City Police employees. Employee contribution rate will decrease from five (5) percent to four (4) percent July 1, 1996; and to three (3) percent July 1, 1997. Effective July 1, 1998 the plan will increase to the B-4 plan with F-55 (20) Waiver.

Section 4. Life Insurance. The Employer agrees to pay the entire premium cost of \$20,000 double indemnity and accidental death and dismemberment insurance on all permanent employees.

Section 5. IRS SECTION 125

The employer will make available the IRS Section 125 Cafeteria plan.

ARTICLE 40

Longevity

As to all employees who are members of the bargaining unit on or after the date of this agreement's ratification and approval by the parties, each such member of the bargaining unit who, while an employee of employer, passes, or will pass, his or her anniversary date of hire by December 31 of each year covered by this contract.

Each person who is or becomes an employee of employer's and a member of the bargaining unit covered by this agreement on or after the date of its ratification and acceptance by the parties hereto shall be entitled to receive longevity pay, subject to and in accordance with the following provisions:

1. In order to be eligible, an employee must pass an anniversary date of employment with employer prior to December 31 of the year in question during the term of this agreement commencing with the year 1996;

2. The longevity pay due to each qualified and eligible employee shall be calculated as follows:

\$120.00 for each year of service completed by December 31 for

the first five (5) years of service and \$100.00 for each year service completed by December 31 for the next five (5) years of service. The computation of the years of service shall be deemed to commence on the first day of employment and the total tenure payable under this provision shall not exceed a total of \$1,100.00 per year.

3. The longevity pay due to any bargaining unit member who remains in the employ of employer after having passed the anniversary date of hire shall be paid said longevity pay on the first pay day in December on each year commencing December, 1996.

4. The longevity pay due to any person who has passed his or her anniversary date of hire while a bargaining unit member employee, but whose employment with the employer has terminated prior to the first pay day in December of the year in which said longevity pay was earned shall be paid said longevity pay, together with the prorata portion of the current year's longevity pay as has been earned between said employee's last anniversary date of hire and said employee's last day of employment, within thirty (30) days of said employee's last day of employment.

5. Notwithstanding anything hereinbefore provided to the contrary, there shall be no longevity pay for any time period which shall be deemed to have been earned by, or due and/or owing to any employee whose employment with employer has; terminated or been terminated by discharge, irrespective of when said discharge occurs.

ARTICLE 41

Wages

Section 1. The following schedule shall be the rates of pay for the term of this agreement.

July 1, 1996

| | <u>Start</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> |
|------------|--------------|---------------|----------------|----------------|
| Patrolman | \$ 26,350.77 | 27,287.55 | 30,611.09 | 32,740.05 |
| Dispatcher | 20,096.48 | 22,040.39 | 23,985.49 | |
| Detective | 34,231.76 | | | |
| Sergeant | 35,723.47 | | | |

July 1, 1997

| | <u>Start</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> |
|------------|--------------|---------------|----------------|----------------|
| Patrolman | \$ 27,141.29 | 28,106.18 | 31,529.42 | 33,722.25 |
| Dispatcher | 20,397.93 | 22,371.00 | 24,345.27 | |
| Detective | 35,258.71 | | | |
| Sergeant | 36,795.17 | | | |

July 1, 1998

| | <u>Start</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> |
|------------|--------------|---------------|----------------|----------------|
| Patrolman | \$ 27,955.53 | 28,949.37 | 32,475.30 | 34,733.92 |
| Dispatcher | 20,703.90 | 22,706.57 | 24,710.45 | |
| Detective | 36,316.47 | | | |
| Sergeant | 37,899.03 | | | |

In the event that 911 is voted down and disbanded, or the city does not fully participate in 911 services, dispatch pay will be increased to the three (3) percent as given to patrol.

Section 2. An employee working in a higher classification will immediately receive the higher rate of pay while working in said higher classification.

Section 3. All employees will move from minimum to maximum rates of pay in accordance with the wage schedules contained in Section 1 of this article.

Section 4. The City agrees for the balance of the contract term to pay such employees obtaining an associates's degree in police work

only an additional sum equal to a rate of one hundred dollars (\$100) per year and further, agrees to pay employees obtaining a bachelor's degree in police work only an additional sum equal to a rate of two hundred dollars (\$200) per year; provided, however, that no additional compensation will be paid for any degrees whatsoever obtained in a field other than police science or police administration.

Section 5. The Employer shall provide a vehicle for the detective's use in connection with the performance and discharge of his duties, as well as in connection with his attendance at such professional training sessions, seminars, and city functions. He shall also be allowed to drive the vehicle to and from his home provided he lives within the corporate city limits of Hillsdale.

ARTICLE 42

Uniforms

Section 1. The Employer will supply and maintain uniforms as provided under present standards for all department personnel; namely, three (3) complete uniforms for uniformed officers, and three (3) skirts or pants and five (5) blouses or shirts for dispatchers. The Employer agrees to replace such uniform items as needed. In addition to the foregoing, the Employer will pay each employee \$15.00 per year toward the acquisition of one (1) pair of shoes to be used by the employee during the course of his employment; provided, however, in the event the shoes so purchased by the employee are destroyed or damaged as to make them unusable for work purposes and such destruction occurs as a result of on-duty work activities, Employer shall replace such shoes at its sole expense.

Section 2. Detectives' clothing shall be provided by the Employer and shall be the responsibility of the Employer to maintain such clothing and replace as needed. The Employer shall replace such clothing every three (3) years or as needed. Clothing to be worn on duty only. Initial issue: three (3) sport coats, three (3) pair slacks, three (3) shirts and ties, one (1) overcoat and a hat.

ARTICLE 43

Severability and Savings Clause

Section 1. In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 44

Termination of Agreement

Section 1. This agreement shall be in full force and effect from July 1, 1996, to and including June 30, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of the adoption of the City budget for the ensuing fiscal year in which this Agreement expires.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY

UNION

CITY OF HILLSDALE

POLICE OFFICERS LABOR

COUNCIL

BY: _____

Mayor

BY: *James J. [Signature]*
Representative

BY: *Edward J. [Signature]*

City Clerk

BY: *[Signature]*
Union Steward

