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6/30/93

AGREEMENT
BETWEEN
CITY OF HUDSONVILLE
AND
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
July 1, 1991 - June 30, 1993

Hudsonville, City of

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AGREEMENT

THIS AGREEMENT is made this 9TH of JULY, 1991, by the CITY OF HUDSONVILLE (hereinafter "City") and LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE (hereinafter "Union").

ARTICLE I

RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit is defined as follows:

ALL FULL-TIME AND REGULAR PART-TIME POLICE OFFICERS, excluding clerical employees, DPW employees, and assistant librarians, executives, police reserve officers, part-time crossing guards, custodial employees and all others.

The term "employee" or "employees" where used in this Agreement refers to members of the above bargaining unit.

Section 3. All regular part-time police officers shall be available to work **patrol** as scheduled for a minimum of twenty-four (24) hours per month and eighty (80) hours per quarter year. The Police Chief may, at his discretion, temporarily waive this availability requirement in individual cases.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. The City retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations; to study and use improved methods and equipment and outside assistance; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the City and shall not be subject to the grievance procedure established in this Agreement.

Section 2. The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, and layoff and recall personnel; to make reasonable rules and regulations relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgment as to ability and skill; to determine work loads; to establish and

change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance procedure to the extent provided herein.

ARTICLE III

UNION SECURITY AND CHECKOFF

Section 1. The City will make available to all employees a copy of this Agreement.

Section 2. It shall be a condition of employment that all present and past Union members in the Bargaining Unit and all future members of the Bargaining Unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of regular monthly Union dues within thirty (30) days after the execution of this Agreement or the beginning of their employment, whichever is later.

Section 3. Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from such employee's pay the amount of the regular monthly dues owed by such employee to the Union. Such deduction will be made from the first paycheck received by the employee during that month, and all such dues will be remitted to the designated Union official before the end of the month.

Section 4. Any changes in the present Union membership dues rate will be certified to the City by an authorized officer

of the Union at least forty-five (45) days in advance of the effective date of such change.

Section 5. The Union will indemnify, defend and hold the City harmless against any claims made and against the costs of any suit instituted against it on account of the application of this Article.

Section 6. The Union agrees to refund to the City any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE IV

UNION REPRESENTATION

Section 1. Employees shall be represented for purposes of the grievance procedure by a Steward, and for negotiation purposes by a Bargaining Committee of not more than two (2) employees and two (2) non-employee representatives. The names of the Steward and Bargaining Committee members shall be given by the Union to the City. Meetings with the City will normally be scheduled during off-duty hours; however, the Steward and Bargaining Committee shall be paid for working time lost while attending meetings during working hours if mutually scheduled by both parties.

Section 2. An employee or group of employees may process his or their own grievance provided that the Union may have a representative present at any such discussion and provided that no adjustment of any such grievance shall be inconsistent with the terms of this Agreement.

Section 3. A duly authorized non-employee representative of the Union will be permitted to participate in discussions with City representatives with respect to employee relations matters.

Section 4. A Steward or a Committee person who has an individual grievance which involves his employment by the City may ask for the assistance of a member of the Bargaining Committee in adjusting the grievance in the manner provided in the grievance procedure.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1. Except for purposes of schedule or shift adjustment, the regular work schedule of full-time police officers shall consist of eighty (80) hours in each two (2) week pay period, and each such pay period shall contain two (2) periods of two (2) consecutive days off. The regular work day shall be eight (8) consecutive hours per day, including a paid one-half hour meal period.

Section 2. All hours worked in excess of forty (40) hours per week shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. For the purpose of computing overtime, all approved absences with pay shall be counted as time worked.

Section 2.A. When a part-time employee is scheduled to cover a regular shift, all hours worked in that day in excess of the scheduled shift shall constitute overtime, except police security service assignments.

Section 3. Overtime is construed to be warranted only for the necessary completion of required assignments, according to Departmental policies and procedures, which assignments cannot reasonably be completed during the regular shift.

Section 4. An employee may elect to accumulate up to twenty-four (24) hours of compensatory time off in lieu of receiving payment for overtime worked. Employees shall file time cards in a form prescribed by the City showing the time worked each day and whether they wish to accumulate compensatory time or be paid for overtime. Compensatory time off shall be taken at a time mutually agreed in advance between the City and the employee.

ARTICLE VI

DISCHARGE AND DISCIPLINE

Section 1. The City shall not discipline or discharge any **non-probationary** employee except for just cause.

Section 2. In such cases, the City shall give prompt notice thereof to the employee, which notice shall state the reason for such action.

Section 3. Anything which is placed in an employee's personnel file shall be brought to the employee's immediate attention and, upon his/her request, a copy shall be given to the employee. The employee has the right to enter a letter or rebuttal in the personnel file if he/she so desires.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

Section 1. The following days are considered holidays:

New Year's Day (January 1)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4)	Christmas Eve
Labor Day	Christmas Day (December 25)
New Year's Eve Day	

Section 2. Full-time employees shall be paid eight (8) hours pay for each designated holiday in addition to their pay for hours worked during that week. Part-time employees shall be paid double time for all hours worked on a recognized holiday.

Section 3. Any full-time employee who works on a designated holiday shall be entitled to time and one-half his regular hourly rate for all hours worked on such holiday, in addition to his regular holiday pay.

Section 4. To be eligible for holiday pay, a full-time employee must work his full schedule on the workdays immediately preceding and following the designated holiday unless excused.

Section 5. Full-time employees shall be entitled to take four (4) paid personal days each year. Arrangements to take such days shall be made with the Chief of Police sufficiently in advance so as not to disrupt City operations.

Section 6. A full-time employee scheduled to work on a holiday shall have the option of having the holiday off with pay provided a part-time employee is available and willing to work that shift in his place.

ARTICLE VIII

VACATIONS

Section 1. Full-time employees shall be entitled to vacation with pay in accordance with their total length of service with the City as follows:

1 year of service	2 weeks of vacation
6 years of service	11 days of vacation
7 years of service	12 days of vacation
8 years of service	13 days of vacation
9 years of service	14 days of vacation
10 years of service	3 weeks of vacation
11 years of service	16 days of vacation
12 years of service	17 days of vacation
14 years of service	19 days of vacation
15 years of service	4 weeks of vacation

Section 2. A week of vacation shall be forty (40) hours of pay.

Section 3. Vacation checks will be issued when the vacation is taken, and the employee's rate of pay for vacation purposes will be his rate at that time.

Section 4. Employees are required to take their vacations each year. All eligible employees must arrange for their vacation period in advance of the vacation date. Requests received by January 31 for vacations after that date will be scheduled by February 15 and, in case of conflict, will be scheduled in accordance with seniority. Requests for available vacation dates which are received after February 15 will be answered within two (2) working days of receipt of the request on a first come first serve basis. All vacation authorization must be given by the Chief of Police.

Section 3. If two (2) or more employees have the same seniority in the job classification, they shall be ranked on the seniority list alphabetically by last name.

Section 4. Employees shall lose their seniority for the following reasons:

- A. Discharge, if not reversed, or resignation.
- B. An employee absent for two (2) consecutively scheduled work days without notification of valid reason to the City for the absence, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of six (6) months or the length of the employee's total continuous service with the City, whichever is greater.

ARTICLE X

LAYOFF AND RECALL

Section 1. For purposes of layoff and recall of employees, in the bargaining unit, the work force is divided into classifications of regular part-time police officers (as defined in Article 1, Section 3, of the Agreement) and full-time police officers, and any new or changed classifications that may be added to the bargaining unit in accordance with the provision of Article XXX, Section 1, of the Agreement.

When the City determines that it is necessary to lay off employees in a given classification in the bargaining unit, the lay off shall be made in the following manner:

1. Probationary regular part-time police officers.
2. Probationary full-time police officers.
3. Employees with the least amount of seniority in the affected classification shall be laid off unless a more senior employee lacks the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

Section 2. When it is determined by the City to increase the work force, prior to any new employees being added to a given classification, the employees laid off from the classification shall be recalled in inverse order of layoff, provided the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an efficient and effective manner.

Section 3. Employees who are on layoff on the vacation eligibility date and who are otherwise eligible for vacation pay will be paid vacation pay prorated on the basis of time worked.

Section 4. Employees who are laid off shall be eligible for recall to work in their classification for a period of six (6) months or the length of their length of continuous service with the City, whichever is greater.

Section 5. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating

circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority list.

ARTICLE XI

SICK LEAVE

Section 1. Full-time employees shall accumulate sick leave at the rate of .83 days for each month worked up to a maximum of ten (10) days per year. An employee who is off on paid sick leave shall be considered as having worked and shall be credited for such days for purposes of determining his accumulated sick leave.

Section 2. An employee may accumulate up to ninety (90) days of paid sick leave.

Section 3. * DELETED

Section 4. Upon the retirement from City service or death of an employee then actively employed by the City, he (or his designated representative) shall be paid for all accumulated sick leave at the rate of two thirds (2/3) of his rate of pay at that time.

Section 5. Sick leave shall be used when the employee is unable to work because of sickness or injury. A day of accumulated sick leave will be cancelled for each day of such paid absence. In the event the required absence is the result of any injury compensable under the worker's compensation system, any worker's compensation benefit for which the employee is eligible will be applied against the sick leave.

Section 6. Sick leave days are not personal leave days. Such days may be used for absences required by the illness of a member of the employee's immediate family which requires the presence at home or the hospital of the employee to attend to the ill family member, provided that the employee has made reasonable efforts to obtain alternative care for the ill family member. A doctor's statement substantiating the need for absence may be required by the City in cases where the City has reason to believe that sick leave is being abused.

Section 7. Abuse of sick leave shall be grounds for disciplinary action.

Section 8. Extended sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the City's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twenty-four (24) months. The City may request as a condition of continuance of any extended sick leave proof of continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the City may require a medical examination by a physician of its choice and at its cost, and if just cause is found, require the employee to take an extended sick leave of absence. During an extended sick leave without pay, an employee may keep the insurance coverages listed in Article XVII, Section 1 in effect by timely paying the required

premiums, provided such extension is allowed by the master policies.

ARTICLE XII

FUNERAL LEAVE

Section 1. A full-time employee will be granted up to three (3) days of paid leave on the occasion of the death of any member of his immediate family (spouse, parent or dependent child) or any other relative who lives in the employee's household and up to two (2) days paid leave in the case of the death of his brother, sister, or non-dependent child. The employee will be granted one (1) day of paid funeral leave in order to attend the funeral of a grandparent or grandchild.

Section 2. Additional days of paid absence charged to accumulated sick leave which are required in order to attend funerals may be granted by the Chief of Police.

ARTICLE XIII

JURY DUTY LEAVE

Section 1. Employees who are summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day an employee serves as a juror when he otherwise was scheduled to work, he shall receive his regular wage(s). The employee shall turn over to the City all juror fees that he receives from the court other than mileage. In order to receive jury duty pay, an employee must (1) give the Chief of Police advance notice of the time that he is to report for jury duty, (2) give satisfactory evidence that he served as a juror at

the summons of the court on the day he claims such pay, and (3) return to work promptly if, after he is summoned by the court, he is excused from jury service.

ARTICLE XIV

MILITARY LEAVE

Section 1. Leaves of absence for military purposes will be granted in accordance with applicable law.

ARTICLE XV

UNION LEAVE

Section 1. An employee who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence without pay or other benefits for up to two (2) years.

Section 2. One member of the Union who is elected to attend a Union convention shall be granted leave without pay for up to one (1) week in order to attend such convention.

Section 3. Requests for any such leave shall be submitted in writing to the Chief of Police at least two (2) weeks before the leave is to begin and shall state the purpose for which it is requested.

ARTICLE XVI

PERSONAL LEAVE

Section 1. Employees may be granted up to six (6) months personal leave of absence without pay or other benefits upon approval of the Chief of Police, at his discretion. Requests for personal leave shall be in writing, signed by the employee, and

given to the Chief of Police. Such request shall state the reason for such leave. Approval shall be in writing by the Chief of Police. An employee shall not take such a leave of absence for the purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Chief of Police.

ARTICLE XVII

HOSPITALIZATION, DENTAL, DISABILITY AND LIFE INSURANCE

Section 1. Existing hospitalization, dental, disability and life insurance for full-time employees and their eligible dependents shall be continued, at City expense, with the City paying the cost thereof. It is understood that this does not commit the City to the principle of paying the full cost of such insurance after the expiration date of this Agreement. The City retains the right to change insurance carriers so long as the overall level of benefits is not significantly reduced as a result. The terms and conditions of the master policies shall control eligibility and benefits. **Effective July 1, 1991, the City shall provide for each full-time employee a double-indemnity term life insurance policy in the amount of Twenty Thousand Dollars (\$20,000.00).**

Section 2. **The City shall reimburse the employee up to \$50.00 every other year toward the cost of a personal eye exam. The City will reimburse the employee up to \$125, every other year, toward the cost of prescription eyeglasses or contact lenses, provided that a prescription change is necessary. Prescription**

eyeglasses eligible for reimbursement must be OSHA approved frames and lenses.

Section 3. The City will continue its present liability insurance coverage for police officers while acting in their official capacity.

Section 4. The City will make available to employees, at its expense, hepatitis-B immunization. Participation in the immunization program is voluntary.

Section 5. Effective July 1, 1991, the City will provide for full-time officers, at its expense, a long-term disability policy providing for a 90-day elimination period, and a 60-percent benefit level to age 65 computed on base monthly compensation with a maximum monthly limit of \$5,000.

ARTICLE XVIII

RETIREMENT

Section 1. Effective July 1, 1991, the City shall convert from the C-1 (Old) to the B-1 Plan of the Michigan Employee Retirement System, in accordance with the terms and conditions of that Plan.

Section 2. The City will continue to contribute its share of the cost of such Plan for full-time employees. *

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific Article or Section of this Agreement.

Section 2. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3. Any grievance or complaint shall be discussed with the Chief of Police for settlement. Any employee or group of employees who have a grievance may be accompanied by their Steward, if so desired, and must discuss it with the Chief of Police within ten (10) working days from the date of occurrence. The Chief of Police shall investigate and advise the grievant(s) and Steward of the disposition of the complaint within ten (10) working days after it was submitted to him. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

Section 4. Step #1. If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing and shall include: the time, date, alleged contractual violation(s), written rule or regulation or condition of employment that is the basis of the grievance, facts that gave rise to the grievance, and remedy desired, and shall be signed by the aggrieved employee.

Written grievances shall be presented to the Chief of Police promptly and in all cases no later than ten (10) working days from the date that the Chief of Police gave his verbal response. The Chief of Police shall give his written answer within ten (10) working days of the grievance to the grievant(s) and Union Steward.

Step #2. If the grievance disposition given in Step #1 is not considered satisfactory, the grievance may be advanced by the Union

Steward to the City Manager no later than ten (10) working days following the Chief's answer in Step #1. The City Manager shall meet with the Union Steward within ten (10) working days of his receipt of the grievance. The City Manager shall give a written answer to the Union Steward within ten (10) working days after the meeting.

Step #3. If the grievance disposition given in Step #2 is not considered satisfactory, the grievance may be appealed by the Union Steward to the City's Personnel Committee no later than five (5) working days following the City Manager's answer in Step #2. The Personnel Committee shall meet with the Union Steward within ten (10) working days of receipt of the grievance. The Personnel Committee shall give a written answer to the Union Steward within ten (10) working days after the meeting.

Step #4. If the grievance disposition given in Step 3 is not considered satisfactory, the Union may appeal the grievance to arbitration within ten (10) days after receipt of the decision of the Personnel Committee. The parties shall meet to select, by mutual agreement, an arbitrator to decide the matter in dispute. If no agreement is reached within fifteen (15) working days, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of arbitrators. A copy of the request shall be given to the City Manager. Upon receipt of the list of arbitrators, the Union and the City shall alternately strike names from the list, with the right of first strike to be decided by a flip of the coin. After the names have

been struck by each party, the remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify FMCS of the selection. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee(s), the Union and the City.

Section 5. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, as written, or of any supplementary agreement. The arbitrator shall have no power to establish wage rates unless it is provided for in this Agreement.

Section 6. Expenses of the arbitrator, if any, shall be paid by the losing party, or as otherwise directed by the arbitrator. Each party shall make arrangements for and pay the expenses of the witnesses who are called by them.

Section 7. Failure of either party to initiate or follow the steps and time limits allowed and outlined herein shall result in the following:

- A. In the event the Union does not initiate or appeal a grievance within the time limits in the fashion required, the grievance shall be considered as void if not timely initiated or as being settled on the basis of the City's last answer if not timely appealed.
- B. If the City does not respond within the time limits or in the fashion required for each Step, the Union may advance the grievance to the next Step in the process.

Section 8. Time limits in the grievance procedure may be extended by mutual consent of both parties in writing and signed by both parties, and any required meeting date, within such

extended time limits, shall be mutually agreed upon. For the purposes of time limits only within the grievance procedure, whenever the term "working days" is used, it shall mean Monday thru Friday, inclusive, except for holidays, which are excluded.

Section 9. It is understood and agreed that any grievance settlement arrived at hereunder between the City and the Union is binding upon both parties and cannot be changed by the individual employee.

ARTICLE XX

COURT APPEARANCES

Section 1. An employee who is required to make a court appearance in connection with his duties as a City employee outside his regularly scheduled work hours will be paid two (2) hours straight time pay for the first hour and time and one-half for all additional time so required, provided he works or is paid for all of his regularly scheduled hours that week. The City Attorney or Prosecuting Attorney in charge of the matter shall certify the time involved. Any witness or other fee which is paid by the court to the employee for such appearance shall be turned over to the City.

ARTICLE XXI

AUTOMOBILE ALLOWANCE

Section 1. When an employee is required by his supervisor to use his personal automobile for City business because no City vehicle is available for that purpose, he shall be reimbursed at the rate of 25¢ per mile.

ARTICLE XXII

UNIFORMS AND EQUIPMENT

Section 1. The City will supply each full-time police officer with the following items of clothing and equipment:

- a. Pants (2 each)
- b. Summer Shirts (2 each)
- c. Winter Shirts (2 each)
- d. Ties (3 each), 1 Tie Clasp
- e. Hat (summer and winter)
- f. Summer Jacket
- g. Winter Jacket
- h. Rain Coat
- i. One Shooting Badge
- j. Badges (2 each), Hat & Chest (City may substitute jacket patch)
- i. Shooting Badge
- k. Name Tags (2 each)
- l. Whistle with Chain
- m. Key Carrier (1 each)
- n. Handcuffs With Case, Ammunition Pouch, Ammunition (replaced every year), Holster, Gunbelt, 4" Belt Keepers
- o. One Service Pistol
- p. Laminated ID Card
- q. Flashlight and Baton Loops
- r. Bulletproof Vest

Items a, b, c and d will be supplied each year. Items e through r will be replaced as needed. The brand, color, style and nature of all items of uniform and equipment worn or used by all police officers will be as determined by the City.

Section 2. * The City will supply each part-time police officer with the following items:

- a. Pants (1)
- b. Summer Shirts (2)
- c. Winter Shirt (1)
- d. Ties (2)
- e. Tie Clasp (1)
- f. Summer Jacket
- g. Winter Jacket
- h. Garrison Hat

- i. Winter Hat
- j. Chest Badge (2) (City may substitute jacket patch)
- k. Hat Badge
- l. Leather Goods as Required by Department
- m. Service Pistol (1) and Ammunition
- n. Bullet-Proof Vest (1)
- o. ID Card

The above items will be replaced as needed. The brand, color, style and nature of all items of uniform and equipment worn or used by all police officers will be as determined by the City.

Section 3. The City shall make available a shooting range for all police officers who are required to meet State certification requirements.

Section 4. The City shall provide a locker for each bargaining unit employee.

Section 5. When an employee travels out of the City overnight for authorized training purposes, his work day shall be considered to be eight (8) hours. Before an employee goes on any out-of-town training or education assignment which does not involve remaining overnight, the amount of time to be used for such purpose (travel, meals, training, etc.) shall be agreed upon in advance with the Police Chief.

Section 6. * The City will reimburse each officer for the purchase of approved footwear, up to \$75 every other year, upon the presentation of an appropriate receipt or other proof of purchase acceptable to the City.

ARTICLE XXIII

PERSONNEL FILES

Section 1. The parties agree that Act 397 of the Public Acts of 1978, as amended, shall govern access and review of the personnel records. Any request to review a personnel file shall be in writing and submitted to the Chief of Police. The City shall, upon request, supply copies of his personnel records to an employee.

ARTICLE XXIV

SPECIAL CONFERENCES

Section 1. Special conferences may be arranged by mutual agreement between the parties. Arrangements for special conferences shall be made reasonably in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Special conferences shall occur within fifteen (15) days of the request.

ARTICLE XXV

BULLETIN BOARDS

Section 1. The City agrees that the Union may use existing employee bulletin boards to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections.

ARTICLE XXVI

SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement shall be in writing and are subject to approval by the duly authorized representatives of the Union and the City.

ARTICLE XXVII

ENTIRE AGREEMENT

Section 1. During negotiations each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not except as such bargaining is provided for herein.

ARTICLE XXVIII

VALIDITY

Section 1. The provisions of this Agreement shall supercede any existing rules and regulations, policies and procedures of the City and/or any of its boards or agencies which may be in conflict therewith.

Section 2. If any Article or Section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be enjoined by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate

collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIX

GENDER

Section 1. Throughout this Agreement, the use of a masculine term includes reference to the feminine gender.

ARTICLE XXX

NEW OR CHANGED CLASSIFICATIONS

Section 1. The parties will negotiate as to whether a new and/or changed classification should be in or out of the Bargaining Unit. Disputes as to whether a new and/or changed classification should be in or out of the Bargaining Unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable procedures.

Section 2. The parties will negotiate as to the salary range for all new or changed classifications determined to be included in the Bargaining Unit.

ARTICLE XXXI

SHIFT SCHEDULES AND SECURITY SERVICES

Section 1. Shift Schedules. Shift schedules will be posted for not less than a sixty (60) day period, fourteen (14) days in advance.

Notwithstanding the above, the Chief of Police will have authority to make changes in shift assignments, at any time, when the same is necessary to handle any of the following:

1. The addition, deletion or reclassification of employees.
2. Unexpected changes in management or department operational needs.
3. The illness, absence or other inability of management or any employee to perform regularly scheduled work assignments.

Section 2. Security Services. Police security service assignments (those not part of the regular work shift) are not considered applicable to normal scheduling provisions. Full-time officers will not be included in police security assignments.

When police security services are requested by an outside entity, the following scheduling provisions will be utilized:

1. Notice of the event or events and the particular dates, times and length of desired security services will be posted as soon as practically possible by the Chief of Police.
2. Part-time (and unclassified reserve) officers may schedule themselves for available assignments on a first-come, first-serve basis by signing the schedule form. Assignments will be divided among officers with reasonable equitability.
3. If the schedule is not filled within fifteen (15) days of the beginning date of such security service event or events, the Chief of Police may cancel the requested security service or complete the schedule by assigning part-time (and/or unclassified reserve) officers as needed, within the next five (5) days. The Chief of Police may require a combination of part-time and unclassified reserves for particular functions. When completing an unfilled schedule, the Chief of Police will not assign part-time officers to other than a public or quasi-public police security service assignment. Assignment of part-time officers to such work will be made on a rotation basis, with reasonable equitability.

4. Changes in schedules may be accomplished, at any time, through the regular change request procedure.
5. Officers performing security services will be paid a minimum three (3) hours pay for each individual assignment.
6. All such public and quasi-public security work will be considered city employment. All non-public and non-quasi public security work will be considered private, secondary employment.

Notwithstanding the above, the Chief of Police will have authority to make changes in assignments, at any time, when the same is necessary to handle any of the following:

1. The addition, deletion or reclassification of employees.
2. Unexpected changes in management or department operational needs.
3. The illness or other inability of management or any employee to perform regularly scheduled work assignments.

ARTICLE XXXII

DURATION

Section 1. This Agreement shall remain in effect until June 30, 1993. It shall not continue in effect after that date unless replaced by a signed, written Agreement.

Section 2. Negotiations on an extension or renewal of this Agreement shall begin on or after May 15, 1993, provided that either party gives written notice of intention to extend or renew at least sixty (60) days in advance thereof.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized representatives this 9TH day of JULY, 1991.

CITY OF HUDSONVILLE

James Holtrop
Mayor

Jean Brower
Clerk

LABOR COUNCIL MICHIGAN FRATERNAL
ORDER OF POLICE

Paul L. Marin

Allen W. Luster

APPENDIX A

Full-time Police Officer (Hourly rates):

July 1, 1991

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
11.08	11.63	12.21	12.82	13.47	14.13

July 1, 1992

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
11.52	12.09	12.70	13.34	14.01	14.70

Part-time Police Officer (Hourly rates):

July 1, 1991

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
8.60	9.04	9.48

July 1, 1992

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
8.94	9.40	9.86