

6/30/92

**A G R E E M E N T**

between

**CITY OF BIG RAPIDS**

and

**LABOR COUNCIL OF MICHIGAN  
FRATERNAL ORDER OF POLICE**

*Big Rapids City of*

## I N D E X

<u>Title</u>	<u>Section</u>	<u>Page</u>
Aid To Other Unions	1.2	1
Appeal of Discharge or Suspension	7.3	8
APPLICATION OF SENIORITY		9
Basic Principle	9.1	9
BEREAVEMENT PAY		21
Bulletin Boards	18.1	19
Call Back	12.5	14
Cash Payment in Lieu of Medical Coverage	15.7	17
Cleaning	25.4	22
Classifications and Wage Rates	29.1	App "A"
Clothing Allowance	25.3	22
Collective Bargaining Unit	1.1	1
College Tuition Reimbursement	25.7	22
Compensation for Police Experience	29.4	App "A"
Court Time	12.7	14
Definition of Grievance	6.1	4
Dental Reimbursement	15.6	17
DISCHARGE AND SUSPENSION		7
Drug Use and Testing	25.9	23
Educational Leave	17.3	18
Examinations	25.8	22
Exceptions to (Above) General Rules	10.2	12
Funeral Leave	24.1	21
Gender	25.6	22
General	6.3	7
General Rules	10.1	12
GRIEVANCE PROCEDURE		4
Grievance Procedure	6.2	4
Holiday Benefits	13.3	15
Holiday Eligibility	13.2	15
Holiday Pay	13.1	14
HOLIDAYS		14
Hospitalization Insurance	15.1	16
HOURS OF WORK		13

<u>Title</u>	<u>Section</u>	<u>Page</u>
INSURANCE		16
Insurance Cost Containment	15.4	17
Insurance Premiums	15.5	17
Last Chance Policy	25.10	23
Layoff Procedure	9.4	10
Liability Insurance	15.3	17
Life Insurance	15.2	17
Loaned Sick Leave	23.2	21
LONGEVITY		24
Longevity	27.1	24
LOSS OF SENIORITY		12
Military Leave	17.1	18
MISCELLANEOUS		22
Notice of Discharge or Suspension	7.1	7
Other Agreements	20.1	20
Overtime	12.2	13
Paid Union Business Leaves	17.6	19
PENSION		18
Pension Plan	16.1	18
Permanent Transfers and Promotions	9.3	10
Personal Business Leave	17.2	18
POSTING PROCEDURES		20
Probationary Employees	8.3	8
Procedure To Accomplish Recall	9.6	11
PURPOSE AND INTENT		1
RATES FOR NEW JOBS		19
Recall	9.5	11
RECOGNITION		1
Records and Reports	23.4	21
Requirements of Union Membership	3.1	2
Residency	25.1	22
RIGHTS OF THE EMPLOYER		2
Rules	2.2	2
SAFETY AND EQUIPMENT		24

<u>Title</u>	<u>Section</u>	<u>Page</u>
SENIORITY		8
Seniority Definition	8.1	8
Seniority Employees Transferred Outside the Bargaining Unit	8.5	9
Seniority Lists	8.2	8
Seniority Status	8.4	9
Shift Scheduling	12.3	13
Shoes and Boots	25.2	22
SICK LEAVE		21
Sick Leave	17.4	18
Sick Leave Credit	23.1	21
SPECIAL CONFERENCES		4
STRIKES, WORK INTERRUPTIONS		20
Temporary Employees	8.6	9
Temporary Grant Employee	1.3	1
Temporary Transfers	9.2	9
TERM OF THIS AGREEMENT		25
Termination	28.1	25
Uniforms	25.5	22
UNION BULLETIN BOARDS		19
Union Business Leave	17.5	19
Union Dues and Initiation Fees	3.2	2
UNION REPRESENTATION		3
UNION SECURITY AND CHECKOFF		2
UNPAID LEAVES OF ABSENCE		18
Use of Past Record	7.4	8
Vacation Eligibility	14.1	15
VACATIONS		15
WAGE RATES		13
Wages and Classifications	11.1	13
Workday and Workweek	12.1	13
WRITTEN AGREEMENTS		20

## A G R E E M E N T

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, effective August 5, 1991, between the **CITY OF BIG RAPIDS** (hereinafter referred to as the "Employer" or "City"), and the **LABOR COUNCIL OF MICHIGAN FRATERNAL ORDER OF POLICE** (hereinafter referred to as "Union"), on behalf of the Police Department employees.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Labor Council Michigan Fraternal Order of Police as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Police Department employees of the City of Big Rapids,  
BUT EXCLUDING the Director of Public Safety, Police Chief,  
the Assistant Police Chief, Parking Enforcement Officer,  
dispatchers and all office clerical employees.

Section 1.2. Aid To Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.1.

Section 1.3. Temporary Grant Employee. An employee temporarily assigned to special duty under a State, Federal or governmental Cooperative Grant or program shall be treated as

a member of the bargaining unit while assigned to the special duty. He shall be returned to his former position within the unit upon the discontinuance of such duty. Employees involuntarily assigned shall be subject to the terms and conditions of this Agreement. Employees voluntarily assigned shall be subject to the terms and conditions of the Grant, notwithstanding this Agreement to the contrary.

## RIGHTS OF THE EMPLOYER

### Section 2.1.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Employer shall have all right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules; to make judgments as to ability and skill; to establish and change work schedules; except where any of these rights are expressly abridged or limited by provision of this Agreement.

(b) The Union hereby agrees that the Employer retains all rights established by law except where expressly limited by this Agreement. These reserved rights shall not be subject to the grievance and arbitration procedures established herein.

Section 2.2. Rules. The City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

## UNION SECURITY AND CHECKOFF

Section 3.1. Requirements of Union Membership. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall

exert any pressure upon any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 3.2. Union Dues and Initiation Fees. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit, who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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 and initiation fees. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with this Section.

## UNION REPRESENTATION

### Section 4.1.

(a) The Police Department employees covered by this Agreement will be represented by the Union. The Steward and alternate steward shall be present at all negotiations.

(b) The Union shall keep the Employer or City advised, in writing, of the members of the Bargaining Committee, and only such duly certified employees shall be recognized by the City as members of the Employees' Committees.

(c) The Union shall have the right to have one (1) Steward and one (1) alternate steward. For the purpose of layoff and recall only, stewards shall be considered to have the greatest seniority of all employees in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

### SPECIAL CONFERENCES

Section 5.1. Special conferences for important matters, including safety, and the treatment of employees, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than two (2) employee representatives of the Union. Arrangements for such special conferences shall be made 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. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or the Union. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Minutes will be kept of these meetings. The disposition of the problem will be reduced to writing if either side so chooses.

### GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as a complaint during the term of this Agreement concerning the application or the interpretation of this Agreement as written. Any grievance filed should refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall set forth the facts pertaining to such alleged violations.

#### Section 6.2. Grievance Procedure.

(a) Verbal Procedure. An employee and/or his Steward may discuss a grievance with the employee's supervisor. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the supervisor, and a copy of the settlement shall be given to the employee and the Steward.



(b) Written Procedure.

Step 1: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the supervisor in the verbal procedure, shall be signed by the employee and his Steward, and presented to the employee's supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, failing which, it will be deemed to have been withdrawn permanently. The supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render his written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward or, in the Steward's absence, to the alternate Steward, who shall endorse the supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2: If the grievance disposition given in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Steward who shall submit it to the Employer or City no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by the supervisor in Step 1. The Employer or City shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Steward if the Steward so requests, the Employer or City shall give his written disposition of the grievance to the Steward who shall endorse the Employer's or City's copy to indicate receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Employer or City.

Step 3: If the grievance is not settled in Step 2, the Union, no later than the end of the fifth (5th) working day following completion of Step 2, may make written request to the Employer or City for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the Employer or City in Step 2.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the Employer or City shall give written disposition of the grievance to the Steward no later than the end of the fifth (5th) working day following the date of such meeting.

Step 4: Arbitration. If the grievance disposition given in Step 3 is not considered satisfactory, the Union, during the term of this Agreement, may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 3, a representative of the Labor Council Michigan Fraternal Order of Police shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the City in writing that it elects to take the matter to arbitration.

In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service. A list of five (5) arbitrators will be requested from the Federal Mediation and Conciliation Service, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

The Employer, the Union, and the independent arbitrator shall be subject to the following, which shall control if there be conflict with a rule of the Federal Mediation and Conciliation Service:

(1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

(2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(4) The Service's Administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

(5) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding on the employees, Union and City.

For purposes of the Grievance and Arbitration Procedure, working days shall mean Monday through Friday, excluding holidays.

Section 6.3. General. 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 any individual employee.

If the City representative in Step 1 or in Step 2 fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step 2 or Step 3, respectively.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, Stewards shall be paid, at their appropriate rate, for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his supervisor and turning his work over to a replacement who shall be provided by the supervisor as promptly as is practicable under the circumstances.

It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the Grievance Procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment, or unemployment compensation. Grievance procedure time limits may be mutually extended in writing.

For purposes of the Grievance and Arbitration Procedure, working days shall mean Monday through Friday, excluding holidays.

### DISCHARGE AND SUSPENSION

Section 7.1. Notice of Discipline, Discharge or Suspension. For informational purposes only, the Employer agrees promptly upon the discipline, discharge or suspension of an employee to notify in writing the Steward in the department of the written discipline, discharge or suspension.

Section 7.2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward of the department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward. Employees will not be required to make any statement that may lead to their own criminal prosecution without benefit of legal counsel. This provision will not be utilized by the employee under the grievance procedure.

Section 7.3. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 7.4. Use of Past Record. The Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than two (2) years prior to the date of discipline, provided that the employee has maintained an infraction-free record during such period. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the Employer or City.

## SENIORITY

Section 8.1. Seniority Definition. Seniority is defined as length of continuous service with the City since the employee's most recent date of hire, and seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

Section 8.2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, in seniority order according to its records -- most senior employees being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City will, upon request, furnish to the Union a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check each such later list and to notify the City of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

Section 8.3. Probationary Employees. All employees shall be considered to be on probation and shall have no seniority for twelve (12) calendar months of continuous employment or six (6) calendar months after successful completion of police school, whichever is longer, following the first day of work for the Department.

If an employee who is laid off during his probationary period is returned to work by the Department and works at least one (1) calendar month, he shall be credited with such period of work toward completion of his probationary period. If he so completes a total of six (6) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

Probationary employees may be discharged or terminated in the City's sole discretion and there shall be no recourse to the grievance and arbitration procedure.

Section 8.4. Seniority Status. Upon an employee's completion of the probationary period, he shall acquire seniority, and he shall be placed upon the seniority list with a date to coincide with his date of last hire.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

Section 8.5. Seniority Employees Transferred Outside the Bargaining Unit. If an employee is transferred to a position with the City which is not included in the unit covered hereby and he is thereafter transferred again to a position within such unit by the City, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Upon returning, the employee shall be assigned to the rank he originally held prior to the transfer, seniority permitting. An employee who fills the position vacated by the transferred employee shall return to his former rank upon the return of the transferred employee, seniority permitting. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 8.6. Temporary Employees. Temporary employees, commonly called summer help, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

#### APPLICATION OF SENIORITY

Section 9.1. Basic Principle. Seniority shall be applied in transfers and promotions per Section 9.3, layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

Section 9.2. Temporary Transfers. If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign for a period up to fifteen (15) consecutive working days, an employee to another job for which it deems he is qualified, with no change in rate or classification.

Any employee assigned by the Chief of Police to perform the duties of a higher ranking officer for a period in excess of fifteen (15) consecutive working days shall be paid

at the rate of pay applicable to the position involved. The increased pay rate shall commence on the sixteenth (16th) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Chief of Police shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Chief, the vacancy is no longer temporary but permanent, he shall follow the rule and regulations currently used by the Police Department to fill the permanent vacancy.

Section 9.3. Permanent Transfers and Promotions. Promotions within the Police Department bargaining unit shall be based on the following rating schedule:

(a) Thirty-five (35) points for a written examination, set up and administered by the City. Must pass the examination by a score of at least 60% to be considered.

(b) Fifteen (15) points for experience. One (1) point for each year up to ten (10) years and one-half (1/2) point for each year after ten (10) and up to twenty (20) years total.

(c) Performance rating: Ten (10) points of rating to be done by the Chief of Police of Big Rapids and ten (10) points of rating to be done by the immediate supervisor. Total performance rating of twenty (20) points.

(d) Thirty (30) points for an oral examination. This examination would be administered by three non-employees selected by the City.

Total points = 100

A Police Officer must have four (4) years of experience with the Big Rapids Police Department before consideration for promotion; provided, however, that there must be at least three (3) successful candidates for each promotion after taking the written examination. If there are not three (3) successful candidates, then additional candidates will be added in order of seniority, until there are three successful candidates in total.

Section 9.4. Layoff Procedure. Whenever it becomes necessary to lay off any employees, the City will notify the employees seven (7) calendar days in advance of the layoff. The following procedure shall be used:

(a) The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

(b) Employees laid off shall continue on layoff status until recalled according to seniority.

(c) An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this Agreement and shall be notified by the City by certified mail, addressed to the last known address of the employee.

Section 9.5. Recall. When the work force is increased after a layoff, the following procedure will be followed:

If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 9.6. Procedure To Accomplish Recall. When employees laid off are to be recalled, the following method will be used by the City:

(a) The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

(b) If an employee cannot be contacted personally under subparagraph (a) above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

(c) Any employee notified in accordance with subparagraphs (a) or (b) above, who fails to report for work within the time limits set forth in Section 10.1(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer or City, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

### LOSS OF SENIORITY

Section 10.1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

- (a) He is discharged for just cause and the discharge is not reversed; or
- (b) He retires; or
- (c) He quits; or
- (d) He is laid off for a period of one (1) year or the length of his seniority, whichever is greater, or
- (e) He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- (f) He fails to report for work within three (3) working days after expiration of a leave of absence; or
- (g) He fails to report for work within three (3) working days after he is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the City; or

provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Union Steward a memorandum, in writing, that it has given such notice; or

- (h) He is absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 10.2. Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons listed (b) through (h) above, shall be deemed to have quit, subject only to the following exceptions:



If an employee falls within situation (f), (g) or (h) and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City of such reason by certified mail, or by telegram, before the expiration of the three (3) day period in the case of (f) or (g), or before the end of his scheduled shift on the third (3rd) working day in the case of (h).

It is recognized that the City may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

### WAGE RATES

Section 11.1. Wages and Classifications. Job classifications and rates of pay for work presently performed by covered employees is set forth in Appendix "A," attached hereto and made a part hereof.

### HOURS OF WORK

Section 12.1. Workday and Workweek. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

(a) An employee's workweek shall be, on the average, forty (40) hours scheduled during a 28-day tour of duty.

(b) The normal work day for all policemen shall be eight (8) hours of work.

Section 12.2. Overtime. Overtime for police department employees shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday and for all work performed on an employee's scheduled day off.

Section 12.3. Shift Scheduling. The City reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the Employer or City. However, such changes will not be made for the purpose of avoiding the payment of overtime or for the purpose of reprimand.

(a) Shift schedules shall be posted thirty (30) days in advance. Shift changes shall not be made capriciously or unreasonably.

(b) Employees may trade shifts on days off if permission is given by their immediate supervisor.

Section 12.4. Nothing in this Contract shall guarantee any number of hours of work, nor shall there be any limitation of the City's right to schedule or require reasonable amounts of overtime work.

All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure: If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees, with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected.

Reference to offering overtime from senior to junior shall mean that the most senior employee off duty who, if overtime is accepted, will not work back-to-back shifts and so forth following this same principal.

Section 12.5. Call Back. Employees called back for overtime duty shall be guaranteed at least two (2) hours at the rate of time and one-half (1½), provided that such call back is not contiguous to the regular scheduled shift. This section shall not apply to employees who continue work after the end of their normal day. Time and one-half (1½) will be paid for actual hours worked beyond normal workday.

Section 12.6. Overtime premiums shall not be pyramided for any hours of work.

Section 12.7. Court Time. Any employee who is required to appear in Court on his day off, will be paid at the rate of time and one-half (1-1/2) his regular hourly rate. Such employees shall be guaranteed a minimum of two (2) hours show-up time.

### HOLIDAYS

Section 13.1. Holiday Pay. Subject to the conditions hereinafter set forth, the City agrees to pay to its employees eight (8) hours of pay at their hourly rate then in effect for the following holidays:

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day (2nd  
Monday in October)  
Veterans' Day

Thanksgiving Day  
Christmas Day  
Employee's Birthday

Section 13.2. Holiday Eligibility. In order to qualify for such holiday pay, each employee must have been employed by the City for thirty-one (31) days, and:

- (a) Work the full number of scheduled work hours; or
- (b) Receive vacation pay for the entire day; or
- (c) Receive sick pay for the entire day because of a bona fide illness; or
- (d) Receive approval in writing from his supervisor to take the day off on the City's last scheduled workday prior to each such holiday (which shall be Friday if the holiday is celebrated on Saturday, or Monday if the holiday is celebrated on Sunday) and the full number of scheduled work hours on the City's first scheduled workday after each such holiday. In the event of tardiness or absences, in subsection (a) above, of no more than one (1) hour on either the scheduled workday preceding the holiday or following the holiday, the City may permit the employee to collect his holiday pay provided the employee can establish a reason satisfactory to the City for such tardiness or absences.

Section 13.3. Holiday Benefits. If an employee works on a holiday, he shall receive two (2) compensatory days off at a mutually convenient time. The holiday shall be considered for clarification the day that it is observed nationally. If a holiday falls during an employee's scheduled day off, he shall receive one (1) compensatory day off at a mutually convenient time. An employee shall be considered to have worked on a holiday only if more than half of his scheduled hours fall during the twenty-four (24) hour period of the holiday. Subject to the City's approval, holiday pay may be taken in compensatory time or in cash payment; an employee shall have one (1) year in which to use compensatory time from the time it is earned or such time will be converted to a cash payment.

Section 13.4. Employees on layoff or on leave of absence are not eligible to receive holiday pay as provided for in this Agreement, except as provided in Section 13.2.

Section 13.5. If such a holiday falls within an employee's scheduled vacation period, and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee may take an additional day off at the end of his vacation period.

## VACATIONS

Section 14.1. Vacation Eligibility. An employee is eligible for the following vacation pay:

- (a) Eighty (80) hours' pay after one (1) year of seniority.

(b) One hundred twenty (120) hours' pay after seven (7) years of seniority.

(c) One hundred sixty (160) hours' pay after fourteen (14) years of seniority.

Employees in the Police Department shall receive forty (40) hours off for every forty (40) hours of vacation pay.

To be eligible for full vacation pay, an employee must have been a full-time employee and received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date, his vacation pay will be pro-rated accordingly.

Any employee with less than one (1) year of service whose employment is terminated waives his right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular operation, provided proper advance notice has been given. Seniority will be honored in ranking employee requests for particular vacation weeks. All vacation earned as of an employee's anniversary date must be taken during the following twelve (12) months.

If a paid holiday falls within the week during which an employee is on authorized vacation, he will be given an additional day of vacation.

Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken. An employee will be given his vacation pay with the bi-weekly paycheck he receives immediately preceding his vacation.

## INSURANCE

Section 15.1. Hospitalization Insurance. The City agrees to provide hospitalization insurance comparable to Blue Cross/Blue Shield MVF-1 coverage for the employee and his dependents. The full cost of this policy shall be borne by the City. The City also shall provide, and pay the full cost of the premium for, the \$2.00 co-pay prescription rider.

The City reserves the right to select the insurance carrier or to establish self-insurance programs, provided that the benefits in effect on July 1, 1983 shall be maintained. Benefits shall not include the manner in which the hospitalization plan is funded or administered.

Section 15.2. Life Insurance. The City shall carry a \$5,000 Life Insurance policy with \$15,000 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the City. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the City.

Section 15.3. Liability Insurance. The City shall provide liability insurance in the amounts of \$100,000 for each occurrence and an aggregate amount of \$300,000 against liability for acts of an employee while he is in the performance of his official police duties. A copy of the policy will be furnished to the Union bargaining committee upon request.

Section 15.4. Insurance Cost Containment. The Employer reserves the right to institute mandatory cost containment procedures which may include pre-admission screening, second opinions on elective surgery, out-patient testing, use of generic drugs and no weekend hospital admissions except in case of emergency. A \$100 penalty shall be paid by the employee for failure to follow the cost containment procedures.

Section 15.5. Insurance Premiums. The Employer shall commence its payment of all insurance premiums beginning the first of the month following the completion of the first full month of employment or as such other time as the insurance policies shall provide. The Employer shall cease payment of all insurance premiums beginning the first of the month following the end of the month when an employee is placed on any non-paid leave of absence, layoff and retirement. Payments shall cease immediately upon separation of employment for other reasons. Receipt of Worker's Compensation payments shall not constitute a paid leave of absence.

Section 15.6. Dental Reimbursement. An employee shall be entitled to reimbursement for dental services incurred for himself and his dependents up to a contract year total amount not to exceed Three Hundred Dollars (\$300). There shall be no accumulation or carryover of such amounts not used from one contract year to the next. Proper receipts or acceptable documentation shall be required before reimbursement is due.

Section 15.7. Cash Payment in Lieu of Medical Coverage. An employee who is otherwise covered by other medical insurance and elects not to receive medical coverage under the City's medical program shall, in lieu thereof, receive the sum of \$105.00 per month family coverage or \$100.00 per month for two-person coverage.

## PENSION

Section 16.1. Pension Plan. The pension plan shall be as follows:

- (a) The age and service retirement formula shall be changed to 2.5% of the average final compensation for each of the first 25 years of service plus 2.0% of the average final compensation for each year of service in excess of 25 years.

(b) The average final compensation period shall be changed to the best three (3) out of the last ten (10) years.

The employee contribution toward pension shall be six percent (6%) of gross compensation.

### UNPAID LEAVES OF ABSENCE

Section 17.1. Military Leave. The City and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

Seniority employees who belong to the National Guard, Officers' Reserve Corp or similar military organizations will be allowed the normal leaves of absence provided by statutes.

Section 17.2. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason(s) of a persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave be granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the City, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated upon.

Section 17.3. Educational Leave. The Employer or City may authorize an educational leave without pay for a period of not more than one (1) year.

Section 17.4. Sick Leave. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period of up to one (1) year. Such leave, and any extension(s) thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of sick leave of absence. An employee who is off on a sick leave of absence shall have the right to bump back to his old job if he was on a sick leave caused by an injury arising in the line of duty. If an employee is on a sick leave for any other reason for three (3) months or less, he shall have the right to bump back to his old classification. All other employees shall have preferential seniority.

An employee applying for or returning from a sick leave of absence may be required by the Employer to furnish a physician's statement as to his condition to be able to perform the required work.

Section 17.5. Union Business Leave. An employee covered hereby who is elected or appointed by 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 for his term of office. Seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

One member of the Union elected to attend a function of the Fraternal Order of Police, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.

A request for Union business leave of absence shall be in writing, shall be submitted by the President of the Union's Council, shall be submitted to the Employer or City, and shall state the general purpose for which Union business leave is requested.

Section 17.6. Paid Union Business Leaves. Each year, Stewards shall receive two (2) days off with pay for Union business, not to exceed a total of six (6) days for the Department.

#### UNION BULLETIN BOARDS

Section 18.1. Bulletin Boards. The Employer will provide a bulletin board in each department which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

#### RATES FOR NEW JOBS

Section 19.1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Failure to reach agreement for the rate of pay shall be subject to the Grievance Procedure commencing with arbitration.

## WRITTEN AGREEMENTS

Section 20.1. Other Agreements. There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

## POSTING PROCEDURES

Section 21.1. When permanent special duty assignments are to be made, a description of the duties of the assignment will be posted for five (5) days so that interested officers may apply by written notice to the Chief. The Chief shall consider all applicants, their qualifications and seniority, but the employee selected shall be at the sole discretion of the Chief.

## STRIKES, WORK INTERRUPTIONS

Section 22.1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner with the services of the Employer.

The City may, at its option, discipline, including discharge, any or all employees violating any provision of the first paragraph of this Section.

During the term of this Agreement, the City shall not cause, permit or engage in any lockout of its employees.

Both the City and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.



## SICK LEAVE

Section 23.1. Sick Leave Credit. Every Police Department employee shall be allowed sick leave with pay at the rate of one and one-half (1-1/2) days (12 hours) for each month of continuous service.

Unused sick leave for Police Department employees may be accumulated up to a maximum of 150 working days. An employee who has accumulated 125 sick leave days shall be eligible to receive fifty percent (50%) of that time at his then current rate of pay upon death or retirement.

Section 23.2. Loaned Sick Leave. In cases of extreme emergency involving employees with a record of meritorious service, who through serious and protracted illness have used up all accumulated sick leave and vacation time, a loan of sick leave days beyond the maximum provided for in these rules may be granted by the City upon written request by the employee. If the employee leaves the City service before earning the sick days loaned, he shall be required to pay to the Employer the amount owed in loaned sick days.

Section 23.3. An employee eligible for sick leave with pay may use such leave for the following:

- (a) Absence due to illness of the employee or the employee's immediate family which is limited to husbands, wives, children and parents.
- (b) Absence to act as pallbearers.
- (c) To make up the difference in pay between an employee's normal pay and what he is paid through Worker's Compensation.

Section 23.4. Records and Reports. Only the sick leave record kept by the City office shall be considered official. These records may be reviewed by the employee. Upon return to work, all sick leave must be requested in writing to the department head who will deliver said request to the City office so the official record can be updated.

## BEREAVEMENT PAY

Section 24.1. Funeral Leave. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, child or step-child, brother or sister, brother-in-law or sister-in-law, the employee on request will be excused for up to three (3) calendar days immediately following the date of death, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his nineteenth (19th) birthday.

An employee excused from work under this paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

### MISCELLANEOUS

Section 25.1. Residency. All police department employees will be allowed to live within a radius of ten (10) miles of the police station.

Section 25.2. Shoes and Boots. The City will furnish one (1) pair of uniform shoes and one (1) pair of zipper rubber boots as determined by management.

Section 25.3. Clothing Allowance. The Detective shall receive two (2) slacks per year. The City shall provide Detectives with two (2) sport jackets, to be replaced as necessary.

Section 25.4. Cleaning. Cleaning and maintenance of uniforms shall be furnished by the City.

Section 25.5. Uniforms. All uniforms and equipment, including ammunition, shall be furnished by the City.

Section 25.6. Gender. Reference to the masculine gender shall also apply to the female gender and visa versa.

Section 25.7. College Tuition Reimbursement. The City agrees to reimburse an employee for tuition incurred under the following conditions:

- (1) The employee must notify the City in writing of the course(s) and the higher education institution that he intends to attend before registration.
- (2) The City must approve of the course(s) in writing.
- (3) The course(s) must be directly related to the employee's work with the City.
- (4) The employee must complete the course with a minimum grade of "C".
- (5) The maximum reimbursement shall be not more than \$600 per contract year.

Section 25.8. Examinations. The Employer reserves the right to require an employee to receive a physical or mental examination by a competent physician if the Employer has cause to believe that the employee fitness for duty is in question. The Employer shall pay for any required examinations, and the employee shall authorize the Employer to receive

the medical report. The Employer shall give advance notice to the effected employee and to the Union, citing specific reasons for the required examination, prior to any examination being scheduled.

Section 25.9. Drug Use and Testing. The City strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on City premises (including parking lots and in City vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the City has a reasonable suspicion that the employee in question is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
  - b. Is currently possessing on City premises unauthorized drugs/alcohol, or,
  - c. Has sold, distributed drugs/alcohol on or off City premises or attempted the same.

Drug testing shall be conducted by a certified N.I.D.A. agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination.

2. As a part of a routine scheduled physical examination.
3. Upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.

The City agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Section 25.10. Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the City and voluntarily undergoes a City-approved, supervised

detrtoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the City will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detrtoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the City's drug free policy.

### SAFETY AND EQUIPMENT

Section 26.1. The City agrees to maintain all equipment in safe working order. Officers shall be required to report all unsafe equipment and working conditions to their immediate supervisor. No employee will be required to work with equipment or under conditions which have been found to be unsafe.

### LONGEVITY

Section 27.1. Longevity. Longevity will be paid under the following schedule:

After completion of five (5) years' continuous service .....	2%
After completion of ten (10) years' continuous service .....	3%
After completion of twenty (20) years' continuous service .....	4%

Longevity payments will be computed on December 1 and paid the following pay period. Longevity will be paid at the percentage of the employee's regular salary, excluding overtime, on a maximum salary of \$18,000. To be eligible to receive longevity payments, the employee must be employed by the City on December 1.


Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the City's Retirement Plan prior to December 1 of any year thereafter.

In case of death, longevity payments shall be made to the dependents as indicated above. Such pro-rata payments shall be made as soon as practicable thereafter.

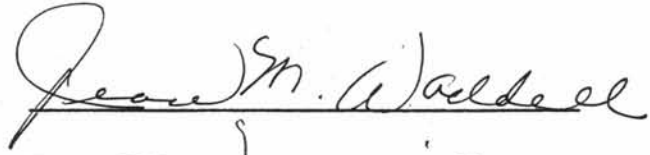

TERM OF THIS AGREEMENT

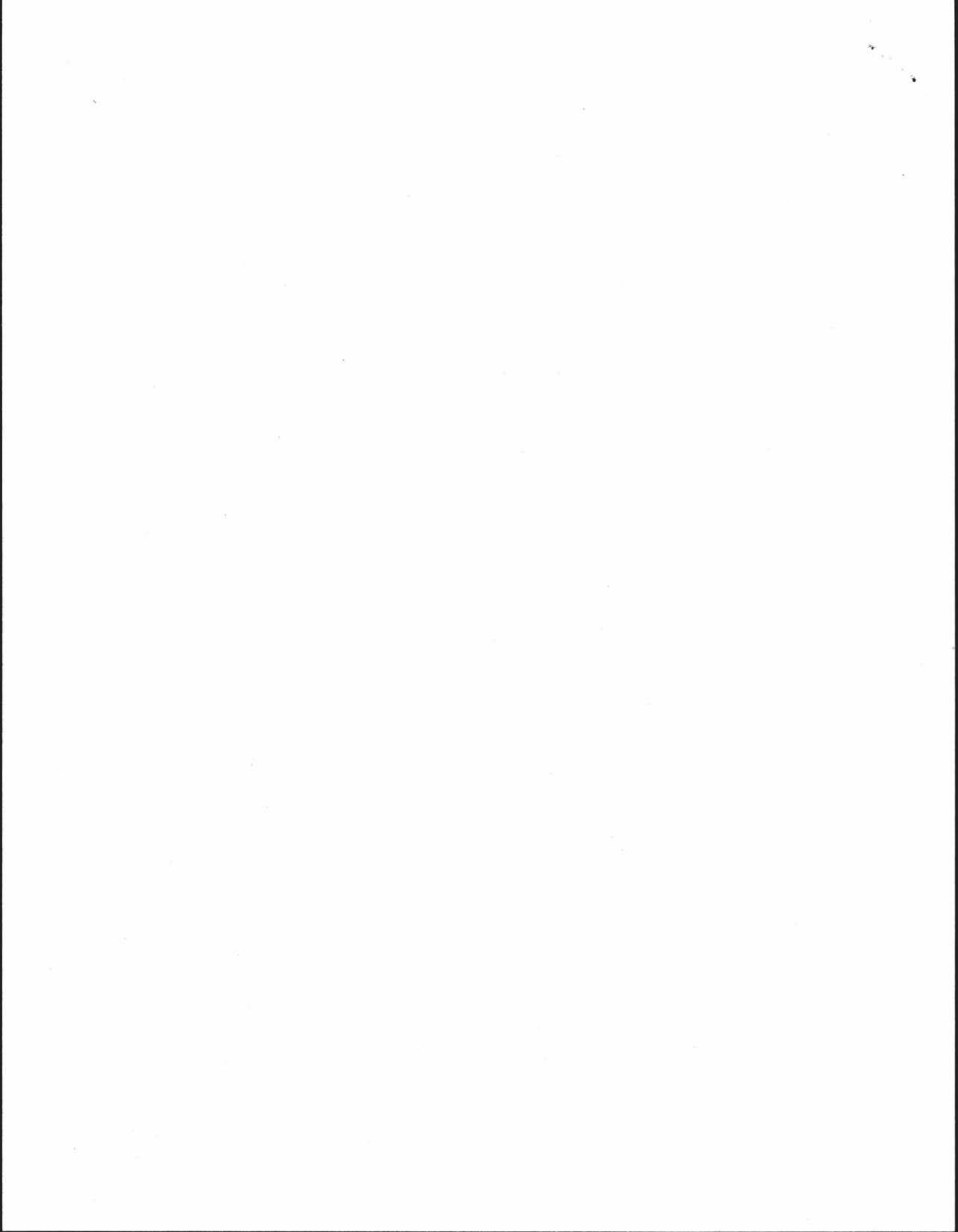
Section 28.1. Termination. This Agreement shall become effective July 1, 1990 and shall continue in full force and effect until June 30, 1992, at 11:59 P.M. and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. All conditions of employment shall be maintained during contract negotiations.

LABOR COUNCIL MICHIGAN  
FRATERNAL ORDER OF POLICE

  
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CITY OF BIG RAPIDS, MICHIGAN

  
  
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APPENDIX "A"

Classifications and Wage Rates

Section 29.1. The following classifications and annual rates of pay will become effective the first pay period on or after the dates indicated:

	<u>7-1-90</u>	<u>7-1-91</u>
SERGEANT	\$26,985	\$29,222
DETECTIVE	26,408	29,222
POLICE OFFICER		
After 3 years	25,830	27,122
After 2 years	24,850	26,093
After 1 year	22,940	24,087
After 6 months	22,470	23,594
Start	22,223	23,334

Section 29.2. Each employee will go to the next salary step on the beginning of the payroll period next following his anniversary date.

Section 29.3. All employees who have three (3) years or more of seniority on July 2 of any year will receive the journeyman's rate of pay.

Section 29.4. Compensation for Police Experience. Employees with three (3) years or more of police experience with up-to-date certification are to be paid the two (2) year step after completion of probationary period.

Section 29.5. An employee with a B.A. or B.S. Degree in Police Science shall receive a two percent (2%) increase in base pay.

