

6/30/97

AGREEMENT BETWEEN THE

CITY OF BRIGHTON

and the

POLICE OFFICERS LABOR COUNCIL (POLC)

JULY 1, 1994 THROUGH JUNE 30, 1997

Brighton, City of

1991 - 1994 POLICE CONTRACT

Page No.

<u>Article</u>	<u>Title</u>	
Preamble		1
1	Recognition, Employees Covered	2
2	Employee, Union and City Rights	2
3	Management	3
4	Supervisors	5
5	Extra Contract Agreements	5
6	Recognition, Union Security and Dues	6
7	President and Vice-President	8
8	Special Conference	9
9	Seniority	10
10	Discharge or Suspension	13
11	Grievance Procedure	15
12	Layoff and Recall	20
13	Promotion Outside The Bargaining Unit	21
14	Promotion Within The Bargaining Unit	24
15	Strikes - Lockouts	26
16	Shift Preference	28
17	Leave of Absence	29
18	Hours Of Work, Overtime/Compensatory Time	38
19	Holidays	41
20	Vacations	42
21	Life Insurance	46
22	Retirement	47
23	Safety, Equipment and Accidents	48
24	Waiver	49
25	Visitation	50
26	Bonds	51
27	Bulletin Boards	51
28	Personal Transportation	52
29	New Positions	53
30	Legal Assistance	53
31	In-Service Training	53
32	Classifications	54
33	Service Records, Awards	54
34	Pay Periods - Pay Checks	55
35	Outside Employment	55
36	Uniforms and Equipment	55
37	General	56
38	Health Insurance	58
39	College Compensation	62
40	Wages	63
41	Longevity	63
42	Disability Insurance	64
44	Duration	65

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of June, 1995 between the City of Brighton, a Michigan Municipal Corporation, hereinafter referred to as the "Employer," and Police Officers Labor Council (POLC), hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretobefore.

P R E A M B L E

THIS AGREEMENT, entered into by the City of Brighton, hereinafter referred to as the Employer, and the Police Officers Labor Council, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

It is the general purpose of this agreement to promote the mutual interest of the City and its employees and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1
RECOGNITION, EMPLOYEES COVERED

Section 1

Pursuant to and in accordance with all applicable provisions of Act No. 379, of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the terms of this Agreement for those employees of the Employer in a bargaining unit consisting of:

All regular full time employees of the Police Department of the City of Brighton, including Patrol Officers excluding Sergeants, Lieutenants, Captains, Deputy Chiefs of Police, Chiefs of Police, Directors of Safety, Reserve Police Officers, Parking Enforcement Officers, Clerical Personnel, Crossing Guards, Supervisory Personnel, part-time personnel, temporary employees, seasonal employees and all other employees.

ARTICLE 2
EMPLOYEE, UNION AND CITY RIGHTS

Section 1

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE 3
MANAGEMENT

Section 1

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are possessed by Employers, except such as are specifically relinquished in this Agreement, are reserved to and remain vested in the City, including, but without limiting, the generality of the foregoing the right; (a) to management its affairs efficiently and economically, including determination of quantity and quality of services to be rendered, control of materials, tools and equipment to be used, and the continuance of any services, material or methods of operation; (b) to provide new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide which materials, supplies, equipment and tools to be purchased; (c) to contract or purchase any or all work processes or services as long as the changes do not result in the layoff of any member employed on the date of this Agreement, or the construction of new facilities or the improvement of existing facilities, except as limited by this Agreement; (d) to determine the number, location and type of facilities and installations; to

determine the size of the work force and increase or decrease its size (e) to hire, discharge, assign and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by determining layoffs and reductions in the work week or work day; (f) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services so long as unit employees are not displaced; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification; (i) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to discipline and discharge employees for cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer, promote and demote employees from one classification, department or shift to another; (n) to select employees for promotion or transfer to supervisory or other positions and to determine the qualification and competency of employees to perform available work.

ARTICLE 4
SUPERVISORS

Section 1

The Employer agrees to respect the jurisdiction of the Union and does not intend to deprive any employee of work or overtime work by assigning work to a supervisor. However, it is understood and agreed that supervisors are specifically permitted to perform work, including overtime work, of the bargaining unit in cases of emergencies such as when there is a shortage of qualified help, when regular employees for any cause are unavailable for work, in any cases where adequate staffing cannot be achieved utilizing employees within the bargaining unit, and in all other cases where unit employees are not displaced.

ARTICLE 5
EXTRA CONTRACT AGREEMENTS

Section 1

The Employer agrees not to enter into any agreement with another Labor Organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement; or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining; supplemental agreements shall only be

entered into upon mutual agreement between the City and the membership upon ratification of the membership.

ARTICLE 6
RECOGNITION, UNION SECURITY, AND DUES

Section 1

The Employer recognizes and acknowledges that the Union is the exclusive representative for collective bargaining purposes and for grievance purposes for those classifications of employees covered by the Agreement.

Section 2

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 or the Union shall exert any pressure upon or discriminate against 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

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 By-Laws 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.

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 hold the City harmless for any claim that may arise from the City's withholding any payment to the Union dues.

ARTICLE 7
PRESIDENT AND VICE-PRESIDENT

Section 1

Employees covered by this Agreement shall be represented by one (1) President or Vice-President who shall be regular employees of the bargaining unit. During periods of absence of the President, the Vice-President shall represent the employees.

Section 2

The President or Vice-President, during his working hours without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within a reasonable time for such President to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such President leaving his work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by the President or Vice-President will subject such employee to disciplinary action. The President and/or Vice-

President will be required to record or otherwise account for time spent in processing grievances.

Section 3

The Union will furnish the Employer with the names of its authorized representatives who are employees within the unit and as to any changes as may occur from time to time.

ARTICLE 8
SPECIAL CONFERENCE

Section 1

Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. Special conferences may be called upon the request of either party.

Section 2

Such special conferences shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. 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 conferences shall be confined to those included in the agenda. Conferences may be held at any time and shall be limited to one (1) hour duration. Members of the Union shall not lose pay for time lost in such

special conferences will be attended by a representative of the Local Union.

Section 3

Every attempt will be made to schedule special conferences within ten (10) days after the request is made.

ARTICLE 9 **SENIORITY**

Section 1

The Union shall represent all permanent and probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in this Agreement.

Section 2

Employees shall be regarded as probationary employees until one calendar year's service with the City, they have completed determined upon the initiation of roadwork with the City. The probationary period may be extended by the Employer if the employee is absent for a continuous period in excess of two pay periods. The extension would be equivalent to the time absent. The probationary employee shall receive an evaluation of his/her performance within 60 days of initiation of roadwork with the City. The Employer shall conduct at least one other evaluation of the probationary employee's performance within the remaining time of the employee's probationary periods.

The Employer shall not discharge or suspend any regular full-time employee without cause. A probationary employee may be discharged or suspended without cause, and shall not be entitled to appeal of the discharge or suspension through the grievance procedure of this contract.

Section 3

After successful completion of the required probationary period, a new employee shall be placed on the regular seniority list as of the last date of hire.

Section 4

- A. Department Seniority: An employee's length of continuous full time employment with the Brighton Police Department as a sworn officer.
- B. Unit Seniority: An employee's length of service as a member of the police officers bargaining unit.
- C. Classification Seniority: An employee's length of service in a particular classification.

Section 5

- A. The seniority list as of the date of this Agreement will show the rates, names, seniority, and job titles of all employees of the unit entitled to seniority according to classification, unit and department.

- B. The Employer will keep the seniority list up-to-date and available at all times, and will provide the local Union with up-to-date copies upon request.

Section 6

An employee shall lose his seniority for the following reasons only:

- A. He quits or retires.
- B. He is discharged and the discharge is not reversed through procedures set forth in this Agreement.
- C. He is absent for two (2) consecutive days without notifying the employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.
- D. Return from sick leave and leaves of absence will be treated as in (C) above.
- E. If an employee is laid off during the terms of this Agreement for a continuous period equivalent to his seniority, but with a maximum of two (2) years.
- F. He falsifies his employment application.

Section 7

An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence but upon return to his employment shall have the same seniority he had at the time the leave of absence commenced.

Section 8

Notwithstanding his position on the seniority list, the President shall, in the event of a layoff, be continued at work

as long as there is a job in the classification which he can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which he can perform.

ARTICLE 10
DISCHARGE OR SUSPENSION

Section 1

- A. The Employer shall not discharge or suspend any employee without just cause.
- B. Prior to an employee being disciplined or being questioned about an incident which may result in a disciplinary action, the Employer will inform the employee about the nature of the infraction and allow the employee to have a Union representative present if he desires.
- C. If the Employer determines that it is necessary to suspend an officer in order to complete an investigation relative to charges made against him, the employee shall be suspended with pay. The employee will be charged within ten (10) working days unless extenuating circumstances exist.
- D. Any member who is accused of violating any criminal law, City, State or Federal, shall be entitled to his full rights under the State and Federal Constitution without being disciplined for exercising such right unless specifically excepted in the Agreement.

E. Any member who is suspended or discharged shall be immediately restored to duty upon a dismissal of charges against him.

F. Nothing herein shall in any way prohibit the Employer, at the discretion of the Chief of Police, from discharging or otherwise disciplining any employee, regardless of his seniority and without notice in cases of serious violations such as drunkenness, dishonesty, recklessness resulting in an accident, drug abuse, insubordination or conviction of a crime.

Section 2

The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provision of this Agreement. Written orders, procedural rules, and directives will be made available to the Union President at least five (5) working days before promulgation.

Section 3

In the event that an employee feels that he has been unjustly dealt with, said employee shall have the right to file a grievance with the Employer within seven (7) calendar days from the date of his discipline. Said grievance shall be filed at Step 2 if the discipline is less than a discharge and at Step 3 if the employee was discharged. If no grievance is filed within the time

specified, then said discipline or discharge shall be deemed to be final.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1

The term "grievance" is defined as any complaint concerning the interpretation or application of the terms of this Agreement.

Section 2

All grievances arising under or during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 3

Should any grievance arise between the Employer and the employee(s) an earnest effort shall be made to settle such grievance in the following manner:

Step 1. Any aggrieved employee must first attempt to resolve his grievance through consultation with the Chief of Police or immediate Supervisor if delegated by the Chief, the Union Representative may be present at the consultation. He must inform the Chief of his grievance within seven (7) calendar days after the occurrence of the grievance. The consultation shall

then occur within seven (7) calendar days after the Chief has been so informed. If not settled, the grievance shall be processed as provided for in Step 2.

Step 2. In the event a grievance between the Employer and the employee(s) is not settled as provided for in Step 1, the grievance shall be reduced to writing, on forms furnished by the Union, and signed by the aggrieved employee and served upon the Chief within twenty one (21) calendar days of the alleged grievance. The grievance form shall contain a statement of the grievance, the contract sections allegedly violated and the desired relief. The preparation of the written grievance will be performed on the employee's own time and not during working hours.

Within seven (7) calendar days after receipt of the written grievance, a conference between representatives of the Union and the Chief, or his designee shall be held. Within seven (7) calendar days following the day on which this conference is held, the Chief, or his designee, shall render a decision in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party submits the grievance to Step 3.

Step 3. In the event a grievance is not settled at Step 2, the grieving party shall submit the grievance to the City Manager within seven (7) calendar days after receipt of the Step 2

decision. Within fourteen (14) calendar days of receipt of the Step 3 grievance, the City Manager or his designee (the designee shall not be an employee of the Police Department), shall hold a hearing. Within fourteen (14) calendar days of the hearing the City Manager or his designee shall respond in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party notifies the other, in writing, within fourteen (14) calendar days after receipt of the decision that it intends to submit the grievance to arbitration as hereinafter Provided.

Section 4

A. If the grievance has not been settled as provided for in Section 3, Step 3 above, and if the aggrieved party has furnished the appropriate notice as required by that Section, the Employer and the Union shall attempt to pick a mutually acceptable arbitrator. If no mutually acceptable arbitrator is found within 14 calendar days from the receipt of the determination of Step 3, the grievance shall be submitted by the Union to the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS). If the Union does not file within 28 calendar days from the City Manager's Step 3 response with the American Arbitration Association or FMCS, the grievance shall be voided.

In the event that FMCS is used, the parties agree that either party may request a second panel of arbitrators. Further, unless otherwise agreed to, the parties will determine the arbitrator by use of the following procedure: Each party will alternately strike a name from the submitted panel until one remains. This procedure shall be used on the first panel if neither party requests a second panel or on the second panel if either party requests a second panel. The parties agree to require that FMCS limit its list of arbitrators to those residing in Michigan.

- B. Arbitration shall only resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Contract and which are not excluded from arbitration.
- C. Excluded from arbitration are the following:
 - 1. Unadjusted grievances which question the exercise of the rights set forth in Article 3, Section 1, of the Agreement.
 - 2. Unadjusted grievance which questions the use or application of any right over which the Employer is given unilateral discretion in the Agreement.
 - 3. Disputes and unresolved grievances covering the discipline or discharge of strikers who struck in violation of the No Strike Pledge in this Agreement.

4. Any matter otherwise subject to arbitration, but over which the Union strikes, contrary to its No Strike Pledge in the Agreement.
- D. Excluded from arbitration, but in no manner waived in any other process, are any monetary claims by the Employer against the Union, its Officers or members, for a breach of the No Strike Pledge in this Agreement. Claims of this nature, other than monetary, requesting a Cease and Desist Order from the arbitrator, are allowed.
- E. The Arbitrator shall have no power to add to or subtract from, or in any way modify any of the terms of the Agreement.
- F. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the parties of the case.
- G. The decision of the arbitrator shall be final and binding upon the employee(s) involved and upon the parties to this Agreement and judgment thereon may be entered in any Court having jurisdiction.
- H. The compensation and necessary expenses of the Arbitrator shall be borne equally by the Employer and the Union. All other expenses shall be paid by the party incurring them.

ARTICLE 12
LAYOFF AND RECALL

Section 1

The word "layoff" means a reduction in the working force within the bargaining unit.

Section 2

When there is a decrease in the work force, seasonal, part-time or probationary employees will be laid off on a departmental or divisional basis, provided employees with seniority can perform the available work.

Section 3

The Employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in cases of emergency.

Section 4

When the Employer deems it necessary to reduce the number of employees, employees will be laid off in reverse order of department seniority.

Section 5

A. When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order of layoff provided the employee with the greatest seniority is able to perform the work. If the position is

still existing, an employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is opened again.

- B. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address.
- C. Employees will be granted up to fifteen (15) calendar days to return to work upon request.

ARTICLE 13
PROMOTION OUTSIDE THE BARGAINING UNIT

Section 1

Permanent job vacancies in the Command Officers' bargaining unit shall be made known to members of the bargaining unit through the posting of a written notice. The notice shall detail the job duties and rate of pay, and shall be posted for a period of at least twenty eight (28) calendar days in the Police Department Squad Room. Members of the Department interested in being considered for the position shall submit written notification to the Chief prior to the expiration of the posting period.

The following represents the testing procedure to determine an eligibility list.

In order to qualify for testing, an officer must have completed three (3) years continuous service with the Brighton Police Department by the expiration date of the posting period.

Written Test. The written test will comprise 50% of the applicant's final score. The test will be administered by the Michigan Municipal League. A minimum score of 70% on the Michigan Municipal League test will be required for placement on the promotional eligibility list. In the event that the Michigan Municipal League testing procedure is not available, a mutually agreed upon testing agency will be used.

Oral Test. Eligible candidates will appear before an oral board assembled by the Employer. The results from the oral board test shall comprise 20% of the applicant's final score. The oral board will be made up of three police supervisory personnel outside the Brighton Police Department.

Performance. The eligible officer's annual performance rating shall comprise 20% of the candidate's final score.

Seniority. An officer's unit seniority shall comprise 10% of the applicant's final score. An officer will receive 1 point for each year after the 3 year minimum time standard for promotion consideration for the first 5 years; thereafter, the candidate receives 1/2 point for each year between 6 and 15 years of service. Part of a year's service will be prorated.

Eligibility. Officers attaining a composite score of at least 60% on the above criteria will be placed on an eligibility list. If not enough Brighton Police Officers initially pass the written test to fill all vacancies officers wishing to be considered will be given the opportunity to retake the test as

administered by the Michigan Municipal League within 90 days from the original testing.

If there are no Brighton Police Officers on the eligibility list, the employer may open testing to applicants outside the Department.

The selection of an individual for promotion shall be made by the Chief of Police from the top two candidates on the eligibility list.

The eligibility list shall be in effect for one year from the date of posting the results of the test. In the event the eligibility list is exhausted a test will be administered and eligibility list developed.

Section 2

A. Return to the Bargaining Unit During Probation

An Employee who is promoted to a position outside the bargaining unit may return to the bargaining unit at any time during his probationary period without loss of seniority. The employee shall return to the position he/she held at the time he/she was promoted. In the event the employee held a position other than police officer and in the event this position no longer exists, the Employee shall be returned to the rank of police officer.

B. Return to the Bargaining Unit After Probation

An Employee who is promoted to a position outside the bargaining unit and who is removed from that position because of layoff or as a result of a demotion for performance reasons, may return to the bargaining unit as a police officer if there is a vacant police officer position. In the event there is not a vacant police officer position, the employee will be allowed to return to the bargaining unit if the employee in question has more department seniority than the least senior employee, resulting in the layoff of the least senior bargaining unit employee. For those employees who have completed their probationary period, only time spent in a bargaining unit position will count towards bargaining unit and classification seniority.

ARTICLE 14
PROMOTIONS WITHIN THE BARGAINING UNIT

Section 1 - Posting

Permanent job vacancies in the bargaining unit above the rank of Police Officer shall be made known to members of the bargaining unit through the posting of a written notice. The notice shall detail the job duties and rate of pay, and shall be posted for a period of at least twenty eight (28) calendar days in the Police Department Squad Room. Members of the Department interested in being considered for the position shall submit written notification to the Chief prior to the expiration of the posting period.

Section 2 - Service Requirement

In order to be considered for a promotion, an officer must have completed two (2) years continuous service with the Brighton Police Department by the expiration date of the posting period.

Section 3 - Criteria

Criteria for selection shall include past experience and performance. All applicants for the position will be interviewed by the Police Chief or his designee. The decision as to which employee will be promoted will be made at the discretion of the Police Chief. An unsuccessful candidate can appeal this decision to the City Manager. The City Manager's decision will be final and binding and not subject to the grievance procedure.

Section 4 - Probation

Employees promoted to a position within the bargaining unit will be on probation in his/her new position for six (6) months commencing with his/her first actual work day in the new position. The Employer, at its discretion, may extend the probationary period for an additional six (6) months. The employee will be given written notification of the extension.

Section 5 - Removal From Position

During probation, the employee may be removed from the position at the discretion of the Employer. An employee removed by the Employer shall be notified of the reasons for removal in

writing by the Employer at the time of removal. The employee may appeal the decision to the City Manager. The City Manager's decision shall be final and binding and not subject to the grievance procedure. The decision to remove the employee is not grievable. An employee may be removed from the position after completion of probation for just cause. The decision to remove a non-probationary employee is grievable.

In the event the employee is removed or requests to be removed during the probationary period, he shall be returned to his/her previous position without loss of classification seniority, unless terminated. In the event the employee is removed or requests to be removed after completion of the probation period he shall be returned to his/her previous position, unless terminated. In the event that there is no vacancy in his/her previous position, the employee will bump the employee in this job classification with the least department seniority. For employees who have completed their probation, time spent outside the police officer classification will not count toward police officer classification seniority.

ARTICLE 15
STRIKES - LOCKOUTS

Section 1

The City will not lock out employees during the term of this Agreement.

Section 2

Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit, take part in any strike, sit-down, stay-in or slowdown in any department of the City, or any curtailment of work or restriction of production, or interference with the operations of the City, or any picketing, or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same had ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or the employees covered hereunder, during the term of this Agreement, the Union, by its Officers, Agents, President and Vice-President shall immediately declare such work stoppage, picketing, patrolling, or other curtailment, to be illegal and unauthorized, in writing, to the employees and other said employees, in writing, to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. Further, the Union agrees to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees

involved declaring the said conduct unlawful and directing the employees to return to work.

The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union and/or cancellation of this Agreement by the City.

ARTICLE 16
SHIFT PREFERENCE

Shift assignments will be made as follows:

1. Shift preference to be bid on by bargaining unit seniority.
2. Bid every 84 days.
3. Bid sheet to be posted three weeks prior to the end of the 84 day period.
4. Employees to indicate on bid sheet first, second and third preference.
5. First preference to be granted with the following exceptions:
 - A. Management has priority slotting in the following situations:
 - 1) FTO and trainee
 - 2) Training
 - 3) Temporary assignment to special details.
 - 4) Upon documented proof of substandard performance the Chief of Police may temporarily reassign officers to a different shift as he deems

necessary and in the best interest of the Department. The Chief's decisions shall not be arbitrary nor capricious.

B. Slots already filled by higher seniority employees.

ARTICLE 17
LEAVE OF ABSENCE

Section 1 - General Leave

A. A general leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer, upon written request for such leave. Only a permanent full-time employee, who has completed his probationary period, shall be granted a leave of absence.

1. In no event shall the duration of any general leave exceed three (3) calendar months.
2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
3. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.
4. Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.

5. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
 6. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
 7. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.
- B. Upon return of an employee from a leave of absence, he shall be reemployment at his former classification and rate of pay, if available, or at work generally similar to that which he did last and at the prevailing rate of pay for that job, if available.
 - C. An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence, but upon return to his employment shall have the same seniority he had at the time the leave of absence commenced.
 - D. Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employees by certified mail.

Section 2 - Military Leave

- A. Employees who are called for a physical examination for the Armed Services, shall be entitled to one (1) day's leave with pay for the day of the physical.
- B. Any employee on the seniority list inducted into the Armed Forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act or a similar Federal Law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with his seniority at the then current rate for such work, provided he is physically and mentally able, in the opinion of the Employer's doctor, to perform the work in the classifications from which inducted, and who reports for work within ninety (90) calendar days from the date he is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further, that it is not the intent of the parties hereto to require that the Employer provide any right or assume duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable Federal Law.

Section 3 - Educational Leave

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of his employment with the Employer.

Section 4 - Court Appearance Leave

Employees required, either by the City of Brighton or any public agency, to appear before a Court or such agency on matters related to their work for the City of Brighton, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the Court or agency and their regular straight time rate, exclusive of any and all premiums. This section shall not apply to any Court appearance in which the employee originated a personal cause of action.

Section 5 - Union Business Leave

Members of the bargaining unit selected to attend Union Conferences or Conventions will be allowed, upon seven (7) calendar days prior written notice to the Employer, with a statement of the reasons for the leave request included, to participate, without pay by the Employer; provided however, not

more than one (1) such bargaining unit member shall be so engaged at any one time and for no longer than seven (7) calendar days; provided further that the Employer shall not be obligated to honor more than one such request in any one calendar year.

Section 6 - Jury Duty Leave

Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty; if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the employee's regular straight time rate exclusive of any and all premiums for the number of hours up to eight (8) that he otherwise would be scheduled to work and (b) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 7 - Contract Negotiations Leave

Employees covered by this Agreement who have been elected by the bargaining unit to participate in negotiations with the Employer may, in the Employer's discretion, be allowed time off with pay to participate in such negotiations when held during

regular working hours, provided that no more than one (1) such bargaining unit employee will be allowed time off from work for this purpose at any one time.

Section 8 - Bereavement Leave

- A. When a death occurs in an employee's immediate family, i.e., spouse, parents, parents of a current spouse, grandparents, child, brother, or sister, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral. If the funeral is held outside the State of Michigan, an additional two (2) days leave will be granted. Bereavement leave may be extended to an employee for a death involving someone other than the relatives specifically named above. Special approval of the City Manager is required and the employee must submit written justification of the existence of an unusual relationship to the deceased.
- B. An employee excused from work under this Section shall after completing required forms, receive the amount of wages, exclusive of any and all premiums that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purpose of overtime.

Section 9 - Sick Leave

- A. Employees covered by this Agreement shall accrue one (1) day, with pay, as sick leave for each completed month of service commencing with the employee's most recent hiring in date.
- B. Sick leave will be available for use by employees for the following purposes only:
1. Acute personal illness or incapacity of the employee or his immediate family over which the employee has no reasonable control.
 2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Any employee absent more than two (2) illness, shall, upon the Employer's request, furnish a physician's statement of incapacity to work. The employee shall be directed to a physician of the Employer's choice, at the Employer's expense.
- D. Any employee who becomes ill and unable to report for work, unless circumstances beyond the control of the employee prevent such reporting, must notify his immediate supervisor no less than one (1) hour prior to the starting time of his days due to claimed particular shift. The employee on sick leave must also periodically report to his supervisor as to

his status. Failure to comply with the above reporting requirements may result in sick leave pay being withheld.

- E. Unused sick days may be accumulated without a maximum limit or cap.
- F. After an employee has accumulated twenty-four (24) sick leave days, the employee will be given three (3) additional vacation days for each calendar year in which the employee uses two (2) or less sick leave days. Extra vacation days earned under this provision will be taken in the following calendar year.
- G. A regular employee who suffers injury, compensable under the Worker's Compensation Act, shall receive an amount of money from the City sufficient to make up the difference between the employee's regular rate of pay and the payment received under Worker's Compensation for a period of time not to exceed two years. The regular employee suffering such an injury shall not be required to utilize accumulated sick days anytime during the employee's period of being disabled.
- H. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day. Except that if any employee reports for work and leaves due to illness during the same work day, sick leave time shall be charged in tenths of hours.

- I. Use of sick leave for personal business or purposes not specifically enumerated in this Agreement is not allowed and its use as such may be cause for disciplinary action.
- J. In the event of an employee's death or retirement from the City, the employer will pay the employee or the employee's estate for fifty percent (50%) all accumulated sick time up to a maximum of one hundred (150) days at the employee's prevailing hourly rate of pay. Any employee who had accrued more than 150 days accumulated sick leave as of July 1, 1982, will be paid fifty percent (50%) of the amount of days he had credited to his account as of July 1, 1982 only.
- K. An employee who is ill or injured and who has used all of their sick leave and has exhausted their Disability Insurance benefits under Article 40 shall be entitled to an unpaid leave of absence for up to 90 calendar days. The City reserves the right, before granting said leave of absence, to require authentication in writing from a doctor of such illness. Said leave shall be subject to the conditions set out in Article 15, Section 1, A (1-7) and B-C.

Section 10 - Pregnancy Leave

Disability due to pregnancy shall be treated like any other illness for purposes of benefits under the contract.

ARTICLE 18
HOURS OF WORK, OVERTIME/COMPENSATORY TIME

Section 1

The normal shift schedule will be for a period of 28 days. The employer may schedule shifts up to 90 days in advance. The normal work week shall consist of 40 hours per calendar week. The work day shall consist of no less than eight (8) hours per day inclusive of a one-half (1/2) hour lunch period and one (1) fifteen (15) minute relief period. Employees covered by this Agreement are expected to report for duty in uniform at the start of the employee's scheduled shift.

Section 2

Overtime pay shall be at the rate of one and one-half (1-1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period. This section shall not apply when a shift change occurs within a twenty-four (24) hour period.

Section 3

Overtime work shall be distributed as equally as possible among all employees within the bargaining unit, within a reasonable period of time, and in the classifications affected, provided, the employee is capable of performing the available work. Employees who are offered the opportunity to work overtime and refuse it shall be charged with the amount of overtime

actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The Employer will provide an up-to-date overtime list each month with the accumulation totals for each employee.

Section 4

Employees working on any established holiday shall receive two and one-half (2-1/2) times their normal rate of pay for all hours worked on a given holiday.

Section 5

Employee's scheduled days off shall not be adjusted for the purpose of avoiding overtime unless by mutual agreement between the Employer and employee.

Section 6

Employees covered by this Agreement shall be granted a minimum rest period of eight (8) hours between shifts except in cases of emergencies or cases where the employee voluntarily excuses himself from this provision.

Section 7

Employees will be guaranteed a minimum of three (3) hours pay at time and a half (1-1/2) for court appearances during off-duty time.

Section 8

At all times during the work day, including lunch periods and rest periods, employees shall be considered as on duty and otherwise subject to call.

Section 9

Employees called in to work at other than their normal shift time shall receive a minimum of three (3) hours pay at time and one-half (1-1/2).

Section 10

Employees covered by this Agreement may elect to take compensatory time off in lieu of overtime compensation. An employee shall not be permitted to accumulate more than 100 hours of compensatory time. The use of compensatory time shall be subject to approval by the Chief of Police, who shall be permitted to deny a request for time off if the granting of such request would result in additional overtime obligations for the City. Unused and accumulated compensatory time shall be paid to each employee at his/her then prevailing rate as of June 30th, with the pay check covering June 30th of each year.

ARTICLE 19
HOLIDAYS

Section 1

The following shall be considered as Holidays for the purpose of this Agreement, including employee's birthday:

New Year's Day, January 1
Good Friday, Friday before Easter
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, First Monday in September
Veteran's Day, November 11
Thanksgiving day, fourth Thursday in November
Friday following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve Day, December 31

Section 2

To be eligible for holiday pay an employee must:

- A. Work full time and have obtained seniority on the date the holiday occurs.
- B. Work, in full, the employee's last scheduled working day prior to the employee's next regularly scheduled work day subsequent to the Holiday, unless on sick leave.
- C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

Section 3

If a holiday falls during an employee's vacation, an extra day's vacation will be granted.

Section 4

If a holiday falls on a scheduled pass day, an additional pass day will be granted to be taken within ten (10) days of the holiday.

ARTICLE 20
VACATIONS

Section 1

Regular full-time employees will be granted paid vacations in accordance with the following schedule:

<u>Months of Service</u>	<u>Days of Paid Vacation</u>
Start through 12 months	12 days
13 months through 59 months	17 days
60 months through 119 months	22 days
120 months through 179 months	26 days
180 months and thereafter	31 days

Section 2

Months of service used for determining vacation time available in any one calendar year will be the month of service as of December 31 of that year. If any employee has less than twelve (12) months on December 31, the employee shall be entitled to one (1) day vacation for each full month of service from date of hire through December 31.

Vacation time thus earned must be taken during the first six (6) months of the ensuing calendar year.

Section 3

To receive full vacation pay as set forth above, an employee shall actually perform work for a minimum of 1,400 hours during the calendar year.

Section 4

Employee will be permitted to carry over up to five (5) days vacation upon approval of the Chief of Police. Approval must be secured prior to December 1st of the current year. Carry over vacation days may be utilized any time prior to December 31st of the following year, provided such conforms with the scheduling requirements elaborated upon elsewhere in the contract.

Section 5

Time off for vacation purposes shall be mutually agreed between the Employer and the employee. However, first preference for time off for vacation purposes shall be granted to employees based on classification seniority, provided that the employee indicates his preference for vacation time on or before the end of the scheduling period.

Section 6

Vacation preference must be submitted to the Employer. Final allotment of vacation periods shall be reserved exclusively to the Employer.

Section 7

Employee vacation pay shall be computed on the basis of his regular straight time rate exclusive of any and all premiums and will be paid in conjunction with the regular bi-weekly pay day schedule. If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his pay check in advance before going on vacation. Employees so eligible and desiring such advance pay must make a written request to the City Treasurer at least two (2) weeks before leaving on vacation.

Section 8

No more than three (3) weeks vacation may be taken at any one time; except that upon written application the Employer may waive this requirement for unusual circumstances.

Section 9

At the time of termination of employment, any accumulated and unused vacation time shall be paid for by the City except that if an employee voluntarily resigns, he must provide the City with a minimum fifteen (15) day written notice of such resignation in order to receive pay for any accumulated vacation time.

Section 10

If any employee becomes ill and is under the care of a medical doctor during his vacation and the employee has accumulated sick leave credits, his vacation for the number of days sick shall be rescheduled.

Section 11

A vacation may not be waived by an employee and extra pay received for work during that period.

Section 12

When a holiday, as defined by this Agreement, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

Section 13

Effective January 1, 1995, each non-probationary employee covered under this Agreement shall receive annually one (1) personal day. This personal day may be used at the discretion of the employee; provided that the employee attempts to provide the Employer with at least 24 hours notice of use, except in cases of bona fide emergency. This personal day may not be accumulated, i.e., carried over from year to year. Personal days may be used in one half day increments. Unused personal days will be paid with the pay period covering December 1st of each year.

ARTICLE 21
LIFE INSURANCE

Section 1

The Employer will provide term life insurance coverage for all regular full time employee who have successfully completed their probationary period. Coverage will be in the amount of \$25,000 paid by the Employer, Accidental Death and Dismemberment (AD&D).

Section 2

The Employer shall select or change the insurance carrier in its discretion, provided that benefits are not reduced, and shall be entitled to receive any dividends, refunds or rebates, earned without condition or limit of any kind.

Section 3

All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 4

When employment is interrupted by lay-off, discharge, quit, retirement, or leave of absence, the herein described insurance coverage will continue only for the balance of the month in which such determination occurs, or until the next premium is due, whichever is later.

Section 5

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

ARTICLE 22 RETIREMENT

Section 1

Effective June 30, 1994, the benefit program shall be upgraded to the B-2 plan which will provide a pension calculation formula of 2% of member's final average compensation multiplied by years and months of credited service.

Effective June 30, 1994, the Employer agrees to purchase the optional waiver "F-55, 25" at no cost to the employees.

Section 2

The Employer will contribute one hundred (100%) percent of the cost involved with providing the Retirement program contained herein. The employee's contribution will be zero (0%) percent.

ARTICLE 23
SAFETY, EQUIPMENT AND ACCIDENTS

Section 1

The Employer shall, at all times, consider the personal safety of the employees in establishing operational procedures. The employees, likewise, shall at all times recognize that safe working conditions depend upon the joint efforts of Employer and employees.

Section 2

If an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the Supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the City Manager.

Section 3

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall be the responsibility of employees to be familiar with, and to utilize, such safety appliances.

Section 4

Any employee involved in an accident shall immediately report such accident and any physical injuries sustained. An employee may be required to complete a written report concerning the details of such accident or injury, and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action. In evaluating accidents, the Employer shall take into consideration the report of police agencies concerning the accident.

Section 5

It shall be the duty of each employee to report all defects of equipment immediately or in no case, later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the Employee's immediate supervisor, with a copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported as having defects until such equipment has been repaired or inspected by a Supervisor.

ARTICLE 24

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 25
VISITATION

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement so long as the Union representatives have provided reasonable advance notice of such visitations and they do not interfere with the progress of the work force.

ARTICLE 26
BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Employee must qualify for a bond where required.

ARTICLE 27
BULLETIN BOARDS

Section 1

The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- a. Notices of Union meetings.
- b. Notices of Union elections and the results where they pertain to the Employer's employees.
- c. Notice of Union recreational and social events.
- d. Other notices concerning Union affairs which are not political or controversial in nature.

Section 2

It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

Section 3

It is further agreed that all notices, including those posted by the Union as provided for herein and those posted by the Employer, shall not be mutilated, destroyed or defaced by the

employees. If same should occur, the affected employee shall be subject to disciplinary action.

Section 4

The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the services, techniques or methods of the Employer.

Section 5

There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matter, notices or any kind of literature upon the Employer's premises, other than as herein provided.

SECTION 28 PERSONAL TRANSPORTATION

When an employee is required to provide his own transportation for City related business, he may be compensated for his expense at a rate of twenty cents (.20) per mile traveled. The Employer reserves the right to Provide the employee with transportation Use of City vehicles. Travel including, but not limited to, utilizing transportation provided by an employee for which payment in advance, by the employee's is expected, must be approved, immediate Supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he requests compensation.

ARTICLE 29
NEW POSITIONS

Should the City determine that there exists a need for a new classification, the City and the Union will negotiate such classification and wage scale.

ARTICLE 30
LEGAL ASSISTANCE

The Employer will provide to employees covered by this Agreement such legal assistance as may be required as a result of the acts occurring when and while said employee is in the performance of his work duties for the City.

ARTICLE 31
IN-SERVICE TRAINING

Section 1

The Employer may, from time to time, authorize in-service training programs for employees covered by this Agreement. Participation in such in-service training programs or other educational programs may be made mandatory for employees.

Section 2

Employees so designated to participate in mandatory educational programs shall be compensated for such participation at the straight time rate of pay unless the program is held after normal working hours, in which case the overtime rate of pay will be applicable.

Section 3

In such cases where employees are required to participate in educational programs, the Employer shall pay or otherwise provide for any costs involved, including tuition, textbooks, other expenses, and transportation.

ARTICLE 32
CLASSIFICATIONS

Section 1

No employee covered by this Agreement shall work out of classification, except for special job assignments. If an employee is required to work in a higher classification for more than two (2) hours at any given time, he shall receive the higher rate of pay for work in the higher classification, which exceeds two (2) hours. This provision shall not apply to the transportation of equipment.

ARTICLE 33
SERVICE RECORDS, AWARDS

The Employer will maintain records of service concerning employees and, when justified in the opinion of the Employer, meritorious awards and/or citations will be given deserving employees. Meritorious awards and/or citations will be presented on a quarterly basis and formally acknowledged at an annual award ceremony.

ARTICLE 34
PAY PERIODS - PAY CHECKS

The Employer shall continue its present system of bi-weekly pay periods and pay days. Each employee shall be provided with an itemized statement of his earnings and deductions. Pay checks will be made available to off-duty officers by 9:00 a.m. on pay days.

ARTICLE 35
OUTSIDE EMPLOYMENT

Employees covered by this Agreement may engage in other employment if off-duty provided that performance of such outside work would not reduce the employee's ability to adequately perform his duties of employment with the City. Employees engaging in such outside duties of employment, which, in the Employer's opinion, is in conflict with this Article, shall be subject to disciplinary action, including discharge.

ARTICLE 36
UNIFORMS AND EQUIPMENT

Section 1

The Employer shall furnish equipment and tools necessary to perform the duties assigned to employees. Employees will exercise due care and caution in the use of the Employer's equipment and tools.

Section 2

The Employer will provide regular full-time police personnel covered by this Agreement with uniform clothing which will include shirts, pants, dress blouses, ties, belts, holsters, caps, and winter jackets. Uniform clothing provided will be maintained through laundering, dry cleaning, and replacement as necessary, by the Employer.

Section 3

The Employer will provide reimbursement up to \$100.00 per calendar year, to regular full-time police personnel covered by this Agreement, for the purchase of work related shoes and/or boots. To receive reimbursement, the employee must submit written evidence of the expenditure, such as a paid store receipt.

ARTICLE 37 GENERAL

Section 1

The Employer agrees to continue providing personal injury liability insurance coverage for employees covered by this Agreement. Coverage provided in the limit of \$500,000, includes false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy and wrongful entry or conviction or other invasion or right of private occupancy.

Section 2

The Employer shall make available a firing range and 1,000 rounds of practice ammunition per officer per year. All officers shall be required to qualify under Departmental requirements with their service weapon at least once in each six month period. The Employer agrees to replace factory loaded service ammunition as needed. Further, electric shotgun locks will be installed on all police vehicles.

Section 3

The Employer retains the right to hire and utilize part-time reserve Police Officers. Such part-time personnel are not subject to the terms of this Agreement. However, it is not the intent of this Section to utilize part-time personnel to undermine the Union, or to erode the present bargaining unit.

Section 4

The Employer agrees to make reasonable effort, within financial constraints, to provide two regular Police Officers in patrol cars during the hours of darkness. Whenever this scheduling arrangement is not possible, management will make every reasonable effort to assign one Officer with a Reserve Officer. This Section shall not be construed as making mandatory the assignment of two Officers to a patrol car during the hours of darkness.

Section 5

All employees covered by this Agreement, who maintain a telephone in their place of residence, shall inform the Employer as to current telephone numbers.

Section 6

Each employee must possess a valid Michigan Operators License as a condition of employment.

Section 7

The provisions of the Bullard-Plawecki Act shall apply to the bargaining unit members access to the official personnel files of the City of Brighton.

ARTICLE 38
HEALTH INSURANCE

Section 1

The Employer agrees to continue its present practice of providing health insurance for full-time employees and their immediate families. All premiums for such health insurance shall be paid for by the City except as hereinafter provided.

Section 2

Health insurance provided will be as presently made available through Michigan Blue Cross/Blue Shield or equivalent coverage. Coverage shall be in accordance with the following limits:

MVF-I with D45NM Rider
Master Medical - Option II
F.A.E. Rider
\$2 Co-Pay P.D.P. Rider

Section 3

Full-time employees will be eligible for health insurance ninety (90) days following date of hire and the City will continue to pay premium costs for coverage of the employee and his spouse and eligible children, following retirement from the City, until the death of the retired employee.

In the event of employee's disability, hospitalization premiums shall be paid by the City for a period of time not to exceed six (6) months after exhaustion of all accrued leave time.

Section 4

The Employer shall select or change the carrier for the provision of health, dental and optical insurance at its discretion, provided that the level of coverage is not diminished. The City shall be entitled to any dividends, refunds, rebates, or savings earned without condition or limit of any kind. Prior to making any change in carrier, the Employer shall inform the Union Steward of the pending change in a timely fashion to permit comment by the union members to the proposed change.

Section 5

All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 6

When employment and seniority is interrupted by lay-off, discharge, quit or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs, or until the next premium is due, whichever is later.

Section 7

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

Section 8 - Dental and Optical

The Employer agrees to provide the Co-Op Optical Plan VI Basic Family Eye Care Program. The Employer will also provide the

following Dental Program for each employee covered by this Agreement who is on the regular seniority list:

Carrier will pay 100% Diagnostic. This includes oral examinations and emergency palliative treatment.

Carrier will pay 100% Preventative. This includes prophylaxis (cleanings) and topical application of fluoride solution.

Carrier will pay 90% Radiographs (x-rays). As required and in connection with the diagnosis of specific condition requiring treatment.

Carrier will pay 90% Oral Surgery. Includes extractions and other oral surgery procedures usually employed by a dentist, including pre- and post-operative care.

Carrier will be 90% Restorative. Includes amalgam, synthetic porcelain, plastic restorations, relines and repairs to prosthetic appliances. Gold restorations, crowns and jackets may be used when the teeth cannot be restored with other filling material.

Carrier will pay 90% Periodontics. Includes procedures usually employed by a dentist to treat diseases of the gums and supporting structures of the teeth.

Carrier will pay 90% Endodontics. Includes procedures usually employed by a dentist for the treatment of nonvital teeth (root canals).

Carrier will pay 50% Prosthetics. Includes procedures for the construction of bridges, partial and complete dentures.

Maximum Contract Benefit - \$1,000 per person total per contract year on Class I Benefits.

Carrier will pay 50% Orthodontics. Includes all necessary treatment and procedures required for the correction of malposed teeth.

Maximum Contract Benefit - \$1,000 per person lifetime on Class III Benefits.

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article. Retirees shall be permitted to participate provided that they contribute half of the cost of the annual premium. The retirees contribution must be paid to the City annually prior to July 1st of each year for coverage for the subsequent year. During the year of retirement the advance contribution shall be made upon retirement for the pro-rated period through the subsequent June 30th. If payment is not made pursuant to these provisions, coverages will be discontinued for the retiree.

ARTICLE 39
COLLEGE COMPENSATION

Section 1

Non-probationary employees covered by this Agreement shall be reimbursed for successful completion of college classes related to law enforcement or contributing to a defined college degree program in public safety, criminal justice, or related fields. Reimbursement shall be paid upon submission of documentation of class completion with a "C" grade or higher, and upon the employee maintaining an overall grade point average of 2.0, or higher, on a 4.0 scale. Maximum reimbursement to any employee per calendar year shall be \$1,000.00.

Section 2

All course work must be done on the employee's own time; conflicts with work schedules shall be adjusted as necessary by the Employer to allow the Employee to attend classes on his own time.

Section 3

Additional compensation will be paid to employees for successful completion of higher courses related to law enforcement or contributing to a defined degree program in public safety, criminal justice or related fields. Such compensation shall be paid on December 1 of each year, in accordance with the following:

30 credit hours	\$ 50
60 credit hours (Associate's Degree)	\$100
90 credit hours	\$150
120 credit hours (Bachelor's Degree)	\$200

ARTICLE 40

WAGES

	<u>Start</u>	<u>6 mos.</u>	<u>12 mos.</u>	<u>24 mos.</u>	<u>36 mos.</u>
FY 1994-95	\$28,285	\$30,028	\$31,771	\$34,386	\$37,730
FY 1995-96	\$29,133	\$30,929	\$32,724	\$35,418	\$38,862
FY 1996-97	\$30,007	\$31,857	\$33,706	\$36,481	\$40,028

ARTICLE 41

LONGEVITY

Members of the bargaining unit shall be recognized for years of service with the City of Brighton Police Department through the payment of longevity bonuses according to the following schedule:

5 years of service	\$ 250.00
10 years of service	\$ 450.00
15 years of service	\$ 650.00
20 years of service	\$ 850.00
25 years of service	\$1,050.00

Effective June 29, 1995, the compensation payable for each of the above service levels shall be increased by \$75.00.

If an employee completes the necessary years of service according to the above-listed schedule by June 30, he will receive a longevity check for the first pay period the following December.

ARTICLE 42 DISABILITY INSURANCE

Section 1

The Employer agrees to provide a Disability Income/Life Insurance Policy to each member of the bargaining unit consistent with the schedule of insurance benefits detailed in attachment "A", and made a part of this Agreement. This benefit shall be provided at no cost to the members of the bargaining unit.

Section 2

An employee who has a non-work related injury or illness which will require an extended absence from work (in excess of 4 weeks) and which is covered under the Disability Income Plan shall be required to apply for benefits under the plan rather than using their accumulated sick time.

Section 3

An employee who is receiving benefits under the Disability Insurance Plan will continue to earn seniority and have his/her medical insurance premium paid for by the City. While receiving said benefits an employee can use accumulated sick time on a pro rata basis to supplement the difference between full pay and their disability benefit. If an employee is not able to return to work after expiration of the benefit period, said employee can apply for a leave of absence under Article 15, Section 9 K.

ARTICLE 43 DURATION

Section 1

This Agreement shall become effective July 1, 1994, and shall remain in full force and effect through June 30, 1997.

Section 2

The parties agree that commencing not later than February 1, 1997, they will undertake negotiations for an agreement to cover periods following June 30, 1997.

Section 3

In the event that negotiations extend beyond June 30, 1997, the terms and provisions of this Agreement shall remain in full force and effect pending agreement by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their fully authorized representatives on the 20th day of JUNE, 1995.

CITY OF BRIGHTON

James A. Munchel

Mayor

Date: 6/22/95

Thomas J. Busby

City Clerk - ~~Deputy~~

Date: 6/22/95

POLICE OFFICERS LABOR COUNCIL

Carl G. McLean

Union President

Date: 7/11/95

Paul V. Kanope

Business Agent

Date: 6-20-95