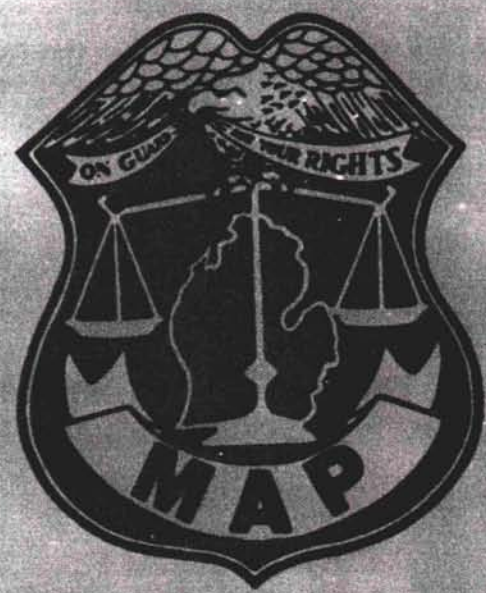


6/30/97

**AGREEMENT**  
**between**  
**CITY OF BRIGHTON**  
**and**

**BRIGHTON COMMAND OFFICERS'**  
**ASSOCIATION /**  
**MICHIGAN ASSOCIATION OF**  
**POLICE**

*Brighton, City of*



**July 1, 1994 through June 30, 1997**

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## **AGREEMENT**

**THIS AGREEMENT**, entered into this first day of July, 1995, between the **CITY OF BRIGHTON**, a Michigan municipal corporation, hereinafter referred to as the **Employer**, and **MICHIGAN ASSOCIATION OF POLICE (MAP)**, hereinafter referred to as the **Union**, expresses all mutually agreed covenants between the parties hereto before.

## **PREAMBLE**

**THIS AGREEMENT** entered into by the **CITY OF BRIGHTON**, hereinafter referred to as the **Employer**, and the **MICHIGAN ASSOCIATION OF POLICE (MAP)**, 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 interests 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 this 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 the rates of pay, wages, hours of employment, and other conditions of employment, during the term of this agreement for those employees of the Employer in a bargaining unit consisting of:

Regular full-time Sergeants and Lieutenants of the Police Department of the City of Brighton, excluding Patrol Officers, Deputy Chiefs of Police, Chief of Police, Reserve Police Officers, Parking Enforcement Officers, Clerical Personnel, Crossing Guards, 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, rights, authority, duties and responsibilities conferred upon and vested in it 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 exercised 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 manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To subcontract or purchase any or all work processes or services as long as it does 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;

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- D. To determine the size of the work force and increase or decrease its size;
- E. To hire, discharge, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in 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 classification, 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 permanent full-time 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; and
- 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 agrees that supervisors are specifically permitted to perform work, including overtime work, in cases of emergencies such as when there is a shortage of qualified help.

**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.

**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 this 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 nor 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) calendar 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 for the deduction and transmission of Union dues and initiation fees.

## **ARTICLE 7** **STEWARD**

**Section 1.** Employees covered by this Agreement shall be represented by one (1) steward who shall be a regular employee of the bargaining unit.

**Section 2.** The steward, 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 steward to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such steward 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 steward will subject such employee to disciplinary action. The steward will be required to record or otherwise account for time spent in processing grievances.

Section 3. The Union will furnish the Employer with the name of its authorized representative, who is an employee 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 on 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. 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 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 they have completed six (6) months if promoted, or one (1) year if hired from outside the department in that position. The Chief of Police, at his sole discretion, may extend the probationary period an additional sixty (60) calendar days to further evaluate the employee. During this probationary period, the employee may be demoted without further recourse by the Union or the Employer, provided that the Employer does not discharge or discipline the employee for the purposes of evading this Agreement or discriminating against an employee because he is a member of the Union.

Section 3. Seniority shall be on a divisional basis in accordance with the employee's late date of hire.

Section 4.

- A. The seniority list as of the date of this Agreement will show the dates, names, and job titles of all employees of the unit entitled to seniority according to classification.
- 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 at least every six (6) months.

Section 5. 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. An employee is laid off during the term 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 6. An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence; but, upon return to this employment, shall have the same seniority he had at the time the leave of absence commenced.

Section 7. Shift preference (bidding) will use the following procedure:

- A. The Chief or his designee will post an assignment schedule with openings for work shifts. This will be for three (3) months at a time.

- B. Members of the Command Unit will bid for these assignments using the following guidelines:
  - 1. Highest ranking officer has first preference;
  - 2. Most time in grade within the rank structure; and
  - 3. No more than three (3) consecutive repeat shift assignments (nine [9] months) without a change of one (1), three (3) month bid.
- C. It is the authority of the Chief of Police to establish shift needs within the department. The Chief of Police reserves the right to assign Command in temporary assignments without violating the intent of this Article.

**ARTICLE 10**  
**DISCHARGE OR SUSPENSION**

**Section 1.**

- A. The Employer shall not discharge or suspend any permanent, full-time 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 this Agreement. An employee will be required to respond to questions from the Chief or City Manager or provide a statement in response to allegations as long as the employee is

assured that the answers or responses will not be used against him in any criminal proceedings.

- 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 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 provisions of this Agreement. Written orders, procedural rules and directives will be made available to the Steward 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 1 if the discipline is less than discharge and at Step 2 if the employee is discharged. If no grievance is filed within the time specified, then said discipline or discharge shall be deemed 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 term 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:

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Step 1. Any aggrieved employee must first attempt to resolve his grievance through consultation with the Chief of Police; the Steward may be present at the consultation. He must inform the Chief of Police 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 of Police 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 prior steps, the grievance shall be reduced in writing, on forms furnished by the Employer and approved by the Union, and signed by the aggrieved employee and served upon the Employer within twenty eight (28) calendar days of the alleged grievance. The preparation of the written grievance will be performed on the employee's own time and not during working hours.

Step 3. Within seven (7) calendar days after receipt of the written grievance, a conference between representatives of the Union and Employer shall be held. Within seven (7) calendar days following the day on which this conference is held, the Employer in the case where the aggrieved party is an employee of the Union and the Union in the case where the Employer is the aggrieved party, shall render a decision in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party notifies the other, in writing, within twenty one (21) calendar days after the receipt of the decision that it intends to submit the grievance to arbitration as hereinafter provided.

Section 4. Any grievance of the Employer shall be processed in accordance with Steps 2 and 3 above. Any grievance shall be reduced to writing, signed by an agent of the Employer and served upon the Union.

Section 5. 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 grievance shall be submitted to arbitration according to the following:

- A. Selection of the Arbitrator. Within fourteen (14) calendar days of the notice of written demand for arbitration, the

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moving party shall notify one of the arbitrators from the permanent roster of arbitrators.

1. Mario Chiesa
2. Ruth Kahn
3. Paul Glendon
4. Howard Cole

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- B. The parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case. (Extended period of time shall mean three [3] months or longer). Upon mutual written agreement the parties may move to the next arbitrator listed.
- C. Upon mutual written agreement of the parties, an arbitrator may hear more than one case.
- D. Any arbitrator on the list may be removed from the list unilaterally by either party during the life of the Agreement by written notice to the other party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- E. 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:
- F. Excluded from arbitration are the following:

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1. Unadjusted grievances which question the exercise of the rights set forth in Article 3, Section 1 of this Agreement.
  2. Unadjusted grievances which question the use of application of any right over which the Employer is given unilateral discretion in this 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 this Agreement.
- G. 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.
- H. The arbitrator shall have no power to add to or subtract from, or in any way modify any of the terms of this Agreement.
- I. 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.
- J. 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.
- K. 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. The employee with the least amount of service shall be the first laid off and the last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail.

A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.

Section 5.

A. When the work force is to be increased after a layoff, an employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.

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**  
**PROMOTIONS WITHIN THE BARGAINING UNIT**

Section 1. Eligibility Requirements: Current members of the command unit must have at least one (1) year in service within the bargaining unit to be eligible to apply for promotion. A Bargaining Unit member may apply for any vacancy within the unit, above the rank of Sergeant, regardless of rank. A vacancy must be filled from within the Bargaining Unit if there is an applicant. In the event there are no applicants for a vacant position, the position may be filled from outside the Bargaining

Unit and outside the department. Brighton police officers will be eligible to apply and will be considered for a vacancy in which there are no Bargaining Unit candidates.

Section 2. Testing Procedure.

- A. Written Test. The Michigan Municipal League will be the testing agency. The score will be the "Standard Score" listed in the test result. The written test will account for fifty (50%) percent of the overall score. (Example: a ninety [90%] percent on the standard score will be a forty-five [45%] on the overall testing score total.)
- B. Oral/Performance Evaluation. This part of the test will account for forty (40%) percent of the overall score. Applicants will receive between one to forty (1-40) points for this part with each point accounting for one (1%) percent of the overall score. The oral examination/evaluation can be performed by the Chief of Police or by an Oral Board selected by the Chief.
- C. Seniority. Each applicant will receive one (1) point (1%) for each year in the bargaining unit up to ten (10) points (10%).
- D. Selection. The applicant with the highest score will be selected. No minimum test score is required for promotion.

Section 3. An employee who is promoted shall be so promoted on a six (6) month probationary basis, or if hired from outside of department, the probationary period shall be one (1) year. The Chief of Police may at his sole discretion extend the probationary period of any employee an additional sixty (60) calendar days to further evaluate the employee. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former position and former rate of pay without loss of seniority.

Section 4. An employee who is promoted to a position outside the Bargaining Unit may return to the Bargaining Unit at any time at his/her previous rank with the seniority the employee had in rank at the time he/she left the bargaining unit if there is a position available. Said employee will not displace any Bargaining Unit member. (e.g. Chief of Police, Deputy Chief etc.)

**ARTICLE 14**  
**STRIKES-LOCKOUTS**

Section 1. The City will not lock out employees during the term of 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. 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, shall immediately declare such work stoppage, picketing, patrolling, or other curtailment, to be illegal and unauthorized, in writing, to the employees and order said employees, in writing, to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union agrees, further, 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 15**  
**LEAVE OF ABSENCE**

Section 1. General Leave.

- A. A general leave of absence is a written authorized absence from work for not more than (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

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request for such leave upon his application. 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 extend 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 from work on general leave shall not be counted as time at work for any aspect of this contract. Insurance benefits under a general leave will be maintained only for the balance of the month in which the general leave occurs or billing period in which the leave takes place, or until the next premium is due, whichever is later. The employee utilizing general leave shall not accumulate sick or vacation days during the term of the leave.
- B. Upon return of an employee from a leave of absence, he shall be reemployed 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 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 classification 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.

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 have been 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.

The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

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 of a current spouse, parents, 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 a two hundred, fifty (250) mile radius of the City of Brighton, 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 purposes 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. Immediate family shall be defined as spouse, children, siblings, parents, grandparents or anyone living at the employee's residence and for whose care the employee is responsible.
  - 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) work days due to claimed illness, shall, upon the Employer's request, furnish a physician's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by the physician of the Employer's choice at the Employer's expense. Conflicts of medical opinion shall be resolved by a mutually acceptable third physician.
- D. Any employee who becomes ill and is unable to report to work shall notify, unless circumstances beyond the control of the employee prevent such reporting, the Chief of Police no less than one hour prior to the starting time of his particular shift. If the employee is unable to contact the Chief of Police, he shall follow a call procedure set forth in writing by the Chief of Police. The employee must also report in to the

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Chief of Police periodically on the status of his illness. Failure to comply with such reporting requirements may result in sick leave being withheld.

- E. Unused sick days may be accumulated without a maximum limit or cap.
- F. After any 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 one year.
- 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 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 termination of employment from the City for other than disciplinary reasons, the Employer will pay one hundred (100%) percent of all accumulated sick time up to a maximum of one hundred, fifty (150) days at the employee's prevailing hourly rate of pay.
- K. An employee shall not accumulate sick leave credits while on military or general leaves of absence.

**Section 10. Pregnancy Leave.** Disability due to pregnancy shall be treated like any other illness for purposes of benefits under the contract.



**ARTICLE 16**  
**HOURS OF WORK, OVERTIME**

Section 1. The work day shall consist of eight (8) hours per day, inclusive of a one-half (1/2) hour lunch period and one (1) fifteen (15) minute relief period. The normal work week shall consist of forty (40) hours per week inclusive of one-half (1/2) hour lunch period and one fifteen (15) minute relief period. Employees covered by this Agreement are expected to report for duty in uniform at least fifteen (15) minutes before the employee's scheduled shift. The normal shift schedule will be for a period of 28 days and management may schedule shifts up to 90 days.

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, if 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 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. Employees scheduled days off shall not be adjusted for the purpose of avoiding overtime unless by mutual agreement between the Employer and the 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, cases where the employee excuses himself, or the employee is subpoenaed or is required to testify in court on City related matters.

Section 7. Employees will be guaranteed a minimum of three (3) hours pay at time and one half 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. Call-In. 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.

Section 10. Pager Compensation. Effective March 1, 1995, employees covered by this Agreement shall be subject to call twenty-four (24) hours a day via pagers issued by the City; and, unless otherwise excused by the Chief of Police, shall promptly respond when paged. As compensation for such availability and obligation to respond, each employee under this Agreement shall receive the sum of three hundred, sixty-five (\$365.00) dollars per calendar year payable with the pay check covering December 1 of each year. When applicable, this annual payment shall be prorated.

## **ARTICLE 17**

### **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  
Martin Luther King Day  
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 11th  
Thanksgiving Day, fourth Thursday in November  
Friday following Thanksgiving Day  
Christmas Eve, December 24  
Christmas Day, December 25  
New Years 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 and 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. 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 4. If a holiday falls during an employee's vacation, an extra day's vacation will be granted.

Section 5. 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.

Section 6. If an employee covered by this contract is scheduled for a pass day on a designated holiday and is called in to work by the Chief of Police to work for another employee covered by this contract, the employee shall have the option of being granted another day off or receiving a \$50.00 bonus in addition to their holiday pay.

**ARTICLE 18**  
**VACATIONS/PERSONAL DAYS**

Section 1. Regular full-time employees will be granted paid vacations in accordance with the following schedule:

<u>Seniority</u> <u>(months)</u>	<u>Vacation</u> <u>Days</u>
0 - 12	10
13 - 59	15
60 - 119	20
120 - 179	25
180 - over	30

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 an employee has less than twelve (12) months service 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. For periods of two (2) work weeks or more, but less than three (3) work weeks, requests shall be submitted no later than ten (10) calendar days prior to the start of the schedule period that would include the requested time off.

Section 4. For periods of one (1) work week or more, but less than two (2) work weeks, requests shall be submitted no later than seven (7) calendar days prior to the start of the period requested.

Section 5. For periods of less than five (5) work days, requests shall be submitted forty-eight (48) hours in advance.

Section 6. Officers may utilize vacation time if a personal emergency arises and the prescribed request period cannot be followed. Officers shall immediately contact a supervisor and describe the emergency situation. Such notification shall be made no later than one (1) hour prior to the start of the officer's assigned shift. Emergency leave on vacation shall not exceed two (2) consecutive work days.

Section 7. In the event an officer contracts an illness necessitating an absence, and does not have accumulated sick leave to cover the time off, the officer may opt to utilize accumulated vacation time only upon the written approval of the Chief of Police. Such requests shall be in writing and accompanied by a physician's statement ordering the absence for recuperation purposes. These requests shall be submitted twenty-four (24) hours prior to the start of the officer's scheduled shift affected by the absence. The officer may opt to have this absence without benefit of pay if he desires not to apply vacation leave to it. This option shall be upon written approval of the Chief of Police.

Section 8. Any leaves not authorized, as described in 6 and 7, shall be time off without pay.

Section 9. 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 divisional seniority, provided that the employee indicates his preference for vacation time on or before the end of the scheduling period.

Section 10. 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 11. 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) days written notice of such resignation in order to receive pay for any accumulated vacation time.

Section 12. 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 13. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 14. When a paid 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 15. An employee shall not receive credit for months worked to be used to determine vacation credit while on general or military leave of absence.

Section 16. Each non-probationary employee covered under this agreement shall receive annually five (5) personal days. These personal days may be used at the discretion of the employee, provided that the employee attempts to provide the Employer with at least twenty-four (24) hour notice of use. Personal days may not be accumulated, i.e., carried over from year to year. Personal days may be used in one-half (1/2) day increments.

#### **ARTICLE 19** **LIFE INSURANCE**

Section 1. The Employer will provide term life insurance coverage for all regular full time employees who have successfully completed their probationary period. Coverage will be in the amount of \$50,000 paid by the Employer, accidental Death and Dismemberment (A.D. & 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 termination 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 20**  
**RETIREMENT**

The Employer will provide benefit plan C-2 with a C-1 base as described by the Michigan Municipal Employees' Retirement System (MERS). Effective June 30, 1994, the benefit program provided by the Employer to members of this bargaining unit shall be upgraded to the MERS B-2 plan, which will provide a pension calculation formula of two (2%) per cent of members' final average compensation multiplied by years and months of credited service.

In the event a current employee dies or is required to take a disability retirement prior to June 30, 1994, the City agrees to change the effective date of the improvements to allow the employee or the employee's beneficiary to be eligible to receive the B-2 benefit.

Effective June 30, 1994, the Employer agrees to purchase the optional waiver "F-55. 25" from the Municipal Employees' Retirement System (MERS) at no cost to the employees. 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 21**  
**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 employee.

Section 2. If an employee is required by his 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 for consideration and remedy.

Section 3. The Employer shall not require employees to take out on the streets or highways any vehicle, that is not in safe working 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 nor require any employee to operate equipment that has been reported as having defects until such equipment has been repaired or inspected by his supervisor.

## **ARTICLE 22** **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 areas 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 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 23** **VISITATION**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the steward 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 24**  
**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. Employees must qualify for a bond where required.

**ARTICLE 25**  
**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 recreation 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 City, or the City's officers, agents, supervisors, employees, departments or divisions, nor shall such notices be 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.



**ARTICLE 26**  
**PERSONAL TRANSPORTATION**

When an employee is required to provide his own transportation for City related business, he may be compensated for mileage reimbursement at the IRS approved rate. The Employer reserves the right to provide the employee with transportation including, but not limited to, use of city vehicles. Travel utilizing transportation provided by an employee for which payment is expected, must be approved, in advance, by the employee's immediate supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he requests compensation.

**ARTICLE 27**  
**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 28**  
**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 29**  
**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 the employee's

assigned work shift, 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 30** **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 31** **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 to deserving employees. Meritorious awards and/or citations will be presented on a quarterly basis and formally acknowledged at an annual awards ceremony.

### **ARTICLE 32** **PAY PERIODS - CHECKS**

The Employer shall continue its present system of biweekly 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 33** **OUTSIDE EMPLOYMENT**

Employees covered by this Agreement may engage in outside employment provided that they inform the Chief of the proposed employment and gain the Chief's approval prior to accepting the employment.

**ARTICLE 34**  
**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 clothes provided will be maintained through laundering, dry cleaning, and replacement as necessary, by the Employer.

Section 3. The Employer shall provide full time police personnel covered by this Agreement with an allowance of up to two hundred (\$200.00) dollars per year for the purpose of acquiring footwear to be used on the job. The employee shall submit receipts for actual purchases to be reimbursed for this benefit.

**ARTICLE 35**  
**GENERAL**

Section 1. Personal Injury Liability Insurance. The Employer agrees to continue providing personal injury liability insurance coverage for employees covered by this Agreement when the employee is acting within official capacity as outlined by this Agreement and by departmental rules and regulation said coverage shall be limited to One Million (\$1,000,000.00) Dollars.

Section 2. Firing Range/ Qualification. The Employer shall make available a firing range and one thousand (1,000) rounds of practice ammunition per officer per year. All officers shall be required to qualify under departmental requirements with their service revolvers 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 in all police vehicles.

Section 3. Reserve Officers. 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. Two (2) Officer Patrol Cars. The Employer agrees to make reasonable effort, within financial constraints, to provide two police officers in patrol cars during hours of darkness. This Section shall not be construed as making mandatory the assignment of two officers to a patrol car during hours of darkness.

Section 5. Employee Telephone. All employees covered by this Agreement, shall maintain a telephone in their place of residence and inform the Employer of their current telephone numbers.

Section 6. Operator's License. Each employee must possess a valid Michigan Operators License as a condition of employment.

### **ARTICLE 36** **HEALTH INSURANCE**

Section 1. The Employer agrees to continue its present practice of providing insurance for permanent 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, which includes sick and vacation leave.

Section 4. The Employer, after meeting and conferring with the Union, may select or change to another insurance carrier offering like or greater

benefits. Further, the City will be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

Section 5. All benefits shall be subject to standard provisions set forth in the policy of 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 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.

Section 8. Dental and Optical. The Employer agrees to provide the Co-Op Optical Plan VI Basic Family Care Program. The Employer will also provide the following Delta Dental Program for each program covered by this Agreement who is on the regular seniority list:

CLASS I

Delta will pay 100% Diagnostic. This includes oral examination and emergency palliative treatment.

Delta will pay 100% preventive. This included prophylaxis (cleaning), topical application of fluoride solution.

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

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

Delta will pay 90% Restorative. Included 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.

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

Delta will pay 90% Endodontics. Includes procedures usually employed by a dentist for the treatment of non-vital teeth (root canals).

CLASS II

Delta 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.

CLASS III

Delta 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 retiree's 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 37**  
**COLLEGE COMPENSATION**

Section 1. Employees covered by this Agreement shall be compensated for successful completion of higher educational courses relating to Law Enforcement.

Section 2. Compensation shall be granted for course work approved by the Chief of Police and City Manager at institutions of higher education approved by the Chief of Police and City Manager. Compensation will be

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granted only to employees who successfully complete the required course work according to the institution's standards.

Section 3. Compensation will be paid as follows, by other than payroll check, on December 1, of each year:

30 credit hours	\$150
60 credit hours (Associate Degree)	\$200
90 credit hours	\$250
120 credit hours (Bachelor Degree)	\$300

Section 4. 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.

**ARTICLE 38  
WAGES**

<u>Effective Date</u>	<u>Sergeant</u>	<u>Lieutenant</u>
7-01-94 to 6-30-95	\$40,747.42	\$42,255.84
7-01-95 to 6-30-96	\$41,969.84	\$43,523.52
7-01-96 to 6-30-97	\$43,228.94	\$44,829.23

**ARTICLE 39  
LONGEVITY**

Longevity compensation shall be paid to members of the bargaining unit for years of service with the City of Brighton Police Department according to the following schedule:

<u>Years of Service</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
5	\$ 375	\$ 400	\$ 425
10	575	600	625
15	775	800	825
20	975	1,000	1,025
25	1,175	1,200	1,225

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

**ARTICLE 40**  
**DISABILITY INSURANCE**

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", made a part of this Agreement. This benefit shall be provided at no cost to the members of the bargaining unit.

**ARTICLE 41**  
**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 11<sup>th</sup> day of June, 1995.

**FOR THE EMPLOYER:**

James A. Winchel  
James Winchel, Mayor

Theresa R. Swiecicki  
Theresa Swiecicki, City Clerk

6/16/95  
Date Signed

**FOR THE UNION:**

Ronald E. Palmquist  
Ronald E. Palmquist  
Labor Relations Specialist  
Michigan Association of Police

T. Cameron Rayment  
T. Cameron Rayment  
Brighton Command Officer's  
Association/ MAP

6/16/95  
Date Signed

cmo