

12/31/88

AGREEMENT BETWEEN THE  
CITY OF EATON RAPIDS, MICHIGAN  
AND  
CAPITOL CITY LODGE NO. 141 OF THE  
FRATERNAL ORDER OF POLICE  
EATON RAPIDS DIVISION

1987 - 1988

*Eaton Rapids, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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1. AGREEMENT

1.1 Parties. This agreement is entered into between the City of Eaton Rapids, Michigan, hereinafter referred to as the "City," and the Eaton Rapids Division of Capitol City Lodge No. 141 of the Fraternal Order of Police, hereinafter referred to as the "Lodge."

1.2 Purpose. It is the intent and purpose of this agreement to assure mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

1.3 Date of Acceptance. This agreement being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

2. RECOGNITION OF THE LODGE

2.1 Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the City hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees of this bargaining unit.

2.2 Definition of the Bargaining Unit. The bargaining unit consists of all Police officers of the Police Department of the City of Eaton Rapids, Michigan, whose positions are classified as Sergeant and Patrolman, except the Police Chief, Clerical Employees and Dispatchers.

3. MANAGEMENT RIGHTS

3.1 Reservations. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the Eaton Rapids City Charter and the Eaton Rapids City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in this Agreement and subject, but not limited to, those rights and limitations set out in paragraph 3.2 of this article.

3.2 Description of Rights. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but not limited to, the following rights.

(a) to manage its affairs efficiently and economically including the determination of the 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 operations;

(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 sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities and the City agrees to notify the union of any proposal under this subsection;

(d) to determine the number, location and type of facilities and installations;

(e) to determine the size of the work force and increase or decrease its size;

(f) to hire, assign, transfer from one classification or shift to another within the bargaining unit, promote, and lay off employees;

(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 to establish wage rates for any new or change classifications;

(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 just cause;

(l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; however, the Lodge shall be given notice of the adoption or modification of any rule or regulation by the employer, which notice shall include a copy of its terms, and should the Lodge disagree with its terms or provisions, the parties agree to meet and confer regarding the

disagreement and if the issue is not resolved by this method, the Lodge may thereafter grieve the adoption of the rule or regulation in accordance with the grievance procedure hereinafter set out;

(m) to transfer and demote for just cause, employees from one classification, department or shift to another;

(n) to select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work;

(o) to hire non-full-time employees as auxiliary police officers, provided: they are MLEOTC certified; their work is limited to special events except for fill in for regular employees on vacation, on pass days or leave days, or on sick leave, but the employer must first offer the work to regular full-time employees; they be paid; they not be used to supplement or replace the regular force; they may be hired only as long as there are eight (8) full-time sworn officers with none on lay-off; there would be no more than four (4) auxiliary officers at any time; that the total number of paid hours for all auxiliary officers will not exceed 1,280 hours per year; they cannot work alone (out of radio contact with a regular full-time employee); they are subject to department policies and procedures; and they are assigned by the Chief or his designate;

#### 4. MANAGEMENT SECURITY

4.1 Essential Services. The parties to this Agreement mutually recognize that the services performed by employees

covered by this Agreement are services essential to the public health, safety and welfare. The Lodge therefore agrees until the termination of this Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

5. LODGE SECURITY.

5.1 Non Discrimination. The City will not discriminate against any employee because of membership in the Lodge. The City and the Lodge agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, political affiliation or national origin. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The City and the Lodge further agree that they shall give no special consideration or favor to any employees or group of employees because of race, creed, color, sex, political affiliation or national origin, nor will the City assign, promote or transfer any employees on a quota system based on race, creed, color, sex, political affiliation or national origin.

5.2 Deduction of Dues. The City agrees to deduct from the salary of each individual employee in the bargaining unit who

voluntarily becomes a member, the Lodge's dues subject to all of the following subsections:

A. The Lodge shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning the subject, or any interpretation(s) made thereof.

B. All Check-Off Authorization Forms shall be filed with the City Treasurer who may return any incomplete or incorrectly completed form to the Lodge's treasurer, and no check-off shall be made until such deficiency is corrected.

C. All other employees as a condition of continuing employment covered under this Agreement who do not voluntarily choose membership in the Lodge shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments or other amounts for other Lodge activities.

D. The City shall check off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Lodge.



E. The City's remittance will be deemed correct if the Lodge does not give written notice to the City Treasurer within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. Any employee covered by the terms of this Agreement may join or terminate membership in the Lodge by written notice to the City Treasurer and the Lodge, and the amount owing the Lodge shall reflect accordingly with the next payment from the employee and due the Lodge.

G. The Lodge shall provide at least thirty (30) days' written notice to the City Treasurer of the amount of Lodge dues and/or representation fee to be deducted from the wages of City employees in accordance with this Article. Any change in the amounts determined will also be provided to the City Treasurer at least thirty (30) days prior to its implementation.

H. The Lodge agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Lodge dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Lodge.

I. The Lodge shall exclusively use the following Check-Off Authorization Form as herein provided for:

CHECK-OFF AUTHORIZATION FORM

FRATERNAL ORDER OF POLICE

LODGE NO. 141

NON-SUPERVISORY DIVISION

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Lodge dues or collective bargaining service fees, as certified by the Lodge. The amount deducted shall be paid to the treasurer of the Lodge, according to the Agreement reached between the City and the Lodge.

This authorization shall remain in effect unless terminated by me upon sixty days written notice to the Lodge in advance or upon termination of my employment.

PRINT: Last Name First Name Middle Int.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Date deduction is to start: \_\_\_\_\_  
Month Year

J. The City agrees to terminate upon the written request of the Lodge any employee who does not either belong to the Lodge (labor membership) or who fails, neglects or refuses to pay a representation fee under and pursuant to the provisions of this Article and in the event an employee is discharged by the City under this provision, the Lodge warrants that it will not defend said employee or file a grievance or take any action against the City challenging the legality or propriety of said discharge. Further, the Lodge agrees to hold the City harmless for any liability it incurs or damages it sustains resulting from a discharge effectuated by the City in conformance with the terms and provisions of this paragraph;

6. LODGE BARGAINING COMMITTEE

6.1 Bargaining Committee. The bargaining committee of the Lodge will include not more than two (2) employees of the Police Department. The bargaining committee shall also consist of not more than two (2) non-employee representatives to be appointed by the Lodge. The Lodge will furnish the City Manager with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

6.2 Compensation. One City employee member of the Lodge bargaining committee will be paid for the time spent in negotiations with the City, including one (1) hour immediately prior to or one (1) hour immediately after the bargaining meeting is over, or a combination of time periods before and after that

does not exceed one (1) hour, but only for straight time hours he/she would otherwise have worked, had he/she worked his/her regularly scheduled shift.

## 7. PROBATIONARY PERIOD

7.1 New Employees. When a new employee is hired in the unit, he shall be considered a probationary employee for the first twelve (12) months of his continuous, regular, full-time employment.

7.2 Representation. The Lodge shall represent probationary employees for matters related to rates of pay, wages, and hours of employment. The Lodge shall not represent a probationary employee for matters of discipline or discharge.

7.3 Review of Performance. Quarterly reviews of the probationary officer's progress shall be made on the probationary employee. Such reviews shall be in writing and shall be signed by the officer and the Chief.

7.4 Discharge of New Employees. The City retains the right to discharge a probationary employee during his or her probationary period for any reason deemed appropriate or necessary by the Chief.

## 8. SENIORITY

8.1 Definitions. Seniority shall mean the status attained by the length of continuous service in the department.

8.2 Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name,

position, class and seniority date, and shall furnish a copy to the Lodge in March of each year.

8.3 Seniority Accrual. Seniority shall not accrue as a result of an unpaid leave of absence, unless otherwise agreed between the parties. (Unpaid leave is defined as leave where the employee receives no employer contracted wages or benefits in place of wages.)

9. LAYOFF AND RECALL

9.1 Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

9.2 Order of Layoff.

A. No permanent or probationary employee shall be laid off from his position in the Police Department while any temporary or provisional employees are serving in the same position class in that department.

B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority.

9.3 Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status provided that an employee serving a probationary period shall not displace a

permanent employee in a class in which he has not previously held permanent status.

9.4 Notice of Layoff.

A. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days' prior notice. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by registered mail to their last known address.

B. Layoffs of more than one (1) year shall require the employee to have a physical examination at the City's expense prior to return to duty on call back.

9.5 Preferred Eligible Lists.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of departmental seniority. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which laid off.

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those ranks.

10. LOSS OF SENIORITY

10.1 Loss. An employee shall lose his status as an employee and his seniority if:

1. He/she resigns or quits.

2. He/she is discharged or terminated for cause.

3. He/she retires.

4. He/she is convicted of a felony, a Circuit Court misdemeanor, or operating a motor vehicle under the influence of alcohol or drugs. (Conviction for other traffic offenses shall not be grounds for loss of seniority under this section.)

5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.

6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

7. He fails to respond to recall notice within seven (7) days.

8. He/she has been placed on permanent disability compensation status for a period of more than two (2) years.

11. LEAVE DAYS

11.1 Definition. Because policemen are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the

City grants days off in lieu thereof and refers to these days as "Leave Days."

11.2 Scheduling. Leave days shall be taken subject to management approval and shall be scheduled in conjunction with a forty (40) hour work week.

11.3 Changing. Employees covered hereby, may change a leave day after the schedule has been posted, if they receive permission from the management representative who is in charge of scheduling.

11.4 Conjunction with Vacation. Employees may, with management approval, take leave days in conjunction with their vacation.

11.5 Emergencies. Employees who are scheduled to work on leave days, pursuant to management's rights to require employees to work overtime, shall be compensated as provided in the overtime compensation article of this contract.

12. VACATION DAYS

12.1 Eligibility. Beginning with the first anniversary of an employee's date of hire, and each year thereafter, employees without a break in paid service and covered hereby shall be eligible for a vacation with pay as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 6 years	80 duty hours
6 but less than 12 years	120 duty hours
12 years or more	160 duty hours



12.2 Accrual. Employees shall accrue vacation leave credit for any given year on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month of continuous service with the City. No vacation leave shall be earned by any employee during a leave of absence without pay or layoff.

12.3 Payment. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and who are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service, provided that in case of resignation, the employee must give the City a minimum of two weeks' notice prior to his/her last work day.

12.4 Scheduling. Vacation leave credit shall accrue from the date the employee enters the service of the City. Vacation leave shall be granted to employees covered hereby, by the management representative of the Police Department who is in charge of scheduling vacations and will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employee covered. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

12.5 Posting. An eligible employee may, to the extent of his unused vacation, take at least two (2) vacation periods

during each year. Vacations shall be taken in increments of at least eight (8) hours excluding leave days and not to exceed eighty (80) hours excluding leave days unless mutually agreed upon by the employee and the management representative of the Police Department who is responsible for scheduling vacations. A seniority list shall be posted no later than December 1st of any calendar year. Employees in a given job classification on a given shift shall, by seniority, select their desired vacation date. A final vacation list shall be prepared by the Chief of Police or his representative and posted not later than January 1st of each year.

A. In the event an employee who has been allowed reasonable time to make a vacation selection does not select a vacation period when, according to his seniority, his selection is offered, he shall be allowed to select a vacation period from the remaining available dates in his classification and on his shift at the time he does decide to make a vacation selection.

B. If an employee is not on the shift or in the classification for which he had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the classification the employee then occupies provided there is available vacation time on such shift in such classification. If, however, the employee is transferred for the convenience of the City from one shift to another or from one job to another after said employee has selected his vacation leave dates, said original dates shall be honored.

12.6 Cumulation. Vacation time off shall be taken by the employee in the year earned and shall not be cumulative from year to year unless approved in advance by the Chief and the City Manager. No employee shall be allowed to accumulate more than two (2) weeks vacation (80 hours duty time) from a previous year.

12.7 Advance Payment. 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 that check in advance before going on vacation. An employee must make a request to the Police Chief or his designated representative for his check two (2) weeks before leaving, if he desires to receive it in advance.

12.8 Coupling with Leave Days. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police or his designated representative.

### 13. HOURS AND RATES OF PAY

13.1 Work Day and Hours. Employees are required to be on duty between 8 and 10 consecutive hours during each scheduled work day. The normal work week shall be forty (40) hours excepting as excused by management. Each employee during each work day shall receive a 1/2 hour paid lunch period and two (2) - 15 minute break periods.

13.2 Overtime. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal

scheduled work day or normal scheduled work week, when authorized by the department head.

All officers on duty shall be paid for overtime at the rate of one and one-half (1-1/2) times his regular hourly rate. The hourly rate is computed by dividing the employee's annual wage by 2080 hours.

Unilateral changes in schedules shall not be made by management to avoid paying overtime.

13.3 Call-Back and Call-In Pay. If an officer is called in to work or is called back to work by the Chief or his designated representative at a time other than the officer's posted duty shift, the officer shall be paid for such call-back and/or call-in time at the rate of time and one-half his regular hourly pay rate, with a minimum of two (2) hours' payment at the overtime rate, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked.

13.4 Scheduling. A regularly scheduled shift shall be established for a minimum 30 day period to determine the normal work day for every member of the bargaining unit. The schedule shall be posted fourteen (14) days prior to its effective date.

The fourteen (14) days shall be calculated on the basis that the new schedule will not be implemented until 336 hours from midnight of the date the notice of new schedule is given by the employer. If this schedule is not given to the employee five (5)

days prior to its effective date, the employee shall receive overtime pay for the time worked not previously scheduled during this five-day period.

13.5 Pyramiding. Payments for overtime, court time and call-back time shall not be duplicated for the same hours worked as heretofore provided.

13.6 Court Time. If, as a result of his or her employment as an officer with the City of Eaton Rapids, an officer is subpoenaed into court or has to go to court in order to validate a complaint/warrant when off duty, the officer shall be paid (if off-duty) at the rate of time and one-half of the officer's hourly rate of pay, with a minimum of two (2) hours payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep any statutory mileage fee for court appearances if he uses his personal car (which fee shall not be made a part of any overtime compensation under this Agreement) but the officer shall turn back to the department any statutory witness fee.

Time and one-half the officer's rate of pay shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearances, License Appeal Board hearings, and Liquor Control Commission hearings) which occur beyond an officer's normal duty shift, with a minimum of two (2) hours' payment at overtime pay rates, unless such time worked shall extend past two (2) hours, in which event

the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep (and any such sum so retained shall not be included in the officer's overtime compensation paid hereunder) any mileage allowance the officer received in connection with these types of proceedings if he uses his personal vehicle but the officer shall turn back to the department any statutory witness fee.

13.7 Jury Duty. Employees required by law to serve as jurors shall upon satisfactory proof to the City of such service rendered, receive the difference between the jury pay and the regular straight-time hourly rate for time lost from the scheduled hours of work while on jury duty (to a maximum of 10 hours per day and forty hours per week for the number of days actually served on jury duty).

It shall be a condition of the foregoing that an employee report for work whenever excused from jury duty during normal work hours.

In the event an employee is summoned for jury service during a period that the employee is assigned to work a shift other than the day shift and upon receipt by the Chief of immediate notice of the summons for jury service and its terms, that employee shall be reassigned to the day shift for the period that he/she is subject to being called for jury service.

#### 14. HOLIDAYS

14.1 Holidays. The following days shall be considered holidays:

Employee's Birthday

New Year's Eve Day

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Good Friday

14.2 Scheduling. The City retains the right to schedule employees to work on a holiday or alternatively to dismiss them with pay, as is the usual practice with other City employees. Any employee who would normally work on the holiday but for the holiday, and who is dismissed because of the holiday shall not have the day charged as a "Leave Day," nor will he or she be required to make up the work time at a different time.

14.3 Compensation.

A. Worked Holidays. Uniformed officers normally are scheduled to work irrespective of holidays. If an officer's shift is scheduled to begin on a holiday, he/she shall receive 2 1/2 times his/her regular pay for all hours worked on that shift.

B. Holidays not worked. If an employee does not work a shift beginning on a holiday because the holiday falls on a Leave Day, he/she shall receive an additional eight hours pay.

14.4 Recognition. Employees who normally work Monday through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires that any such holiday be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

Employees who normally are scheduled to work any of seven days in the week. Holidays which fall on Saturday shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

15. GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

15.1 Medical Plan. The Employer shall pay the total cost of the Blue Cross Blue Shield (MVF - 1 Semi-Private and Catastrophic Master Medical, \$50.00 deductible per person, per year, \$100.00 deductible per family per year. After deductible has been satisfied, plan pays 80% of additional benefits except that 50% of expenses are payable for private duty nursing and for treatment of mental disorders) Hospitalization and Catastrophic Master Medical Insurance for the employee and his/her dependents.

15.2 Dental Plan. The Employer shall pay the total cost of a dental plan for the employee and his/her dependents covering the following:

Diagnostic, Preventative, Palliative Services - 50%



Restorative, Endodontic, Periodontic, Oral Surgery - 50%

Dentures and Bridges 50%

15.3 Retirees. The City shall continue to pay the full premium for an employee (and for his or her surviving spouse) who retires at or above age sixty-five (65) with twenty (20) years of service with the Employer completed, and for an employee (and for his or her surviving spouse) who dies prior to retirement so long as the employee has completed twenty (20) years of service with the Employer.

15.4 Insurance Improvements. The Employer agrees that if any improvement in Health Insurance benefits are conferred on other employees of the City during the life of this agreement, the members of this bargaining unit will be accorded the same benefit.

16. GROUP LIFE INSURANCE

16.1 Coverage. In addition to the current life insurance benefit provided for under each employee's retirement plan, the City agrees to provide a Double Indemnity term policy to each employee in the principle amount of \$7,000.00.

17. SICK LEAVE

17.1 Sick Leave with Pay. During the period of his absence from work due to his illness or injury, an employee will be paid from his sick leave credit hereinafter provided for. Sick leave may also be charged in case of serious illness in the employee's immediate family which in the opinion of the attending physician, requires the presence of the employee. Immediate family shall be

limited to the employee's spouse and children who reside in the employee's home.

An employee who expects to be off work on sick leave must notify the Police Chief, or his designated representative as promptly as is practicable under the circumstances, but in any event, one (1) hour prior to the start of any scheduled shift unless there are extenuating circumstances which would prevent giving such notice. His failure to do so shall result in denial of his claim against paid sick leave.

A physician's certificate may be required by the Police Chief or his designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid time off, and it shall then be submitted to the City's Personnel Department on the date of an employee's return from any absence chargeable to his sick leave. Falsification of any sick leave affidavit shall be cause of discharge. Sick time accrued by the employee may be used by the employee for the following purposes:

A. To supplement salary in the event of time off incurred as a result of illness or injury.

B. To supplement salary for time off up to 48 hours per year for personal leave which may be used by the employee for any

purpose subject to prior approval of the absence of the employee by the Police Chief or his designee.

C. To be used in a combination of the above.

D. To supplement worker's compensation benefits in the event of an on duty injury in an amount equal to the employee's gross base wage.

17.2 Sick Leave Credit. Sick leave credit will not be allowed in advance of being earned or in anticipation of future credits. If an employee does not have sufficient sick leave credits, payroll deductions for the time lost shall be made for the pay period in which such absence occurred.

17.3 Sick Leave Recording. Sick leave shall be recorded in minimum one-hour increments.

17.4 Time Off, with Pay Credit. Employees covered hereby shall receive eleven (11) days, (88 hours) of sick leave each year. Employees shall be credited with 7 1/3 hours (1.094 hours per day) of sick leave upon completion of each calendar month.

17.5 Personal Leave. Up to forty-eight (48) hours sick time may be used by each employee for personal leave each year. Personal leave days must be approved by the Police Chief or his designee in advance of their use and may be used by the employee for any reason or purpose. Personal leave shall be recorded in minimum one-hour increments.

17.6 Sick Leave Reimbursement. Officers shall have the option at the end of the calendar year to receive reimbursement in wages for any portion of the unused sick time they have earned

that year, or the officers may bank any portion of the unused sick time they have earned that year which they choose not to have reimbursed in wages.

17.7 Banking Sick Time. Each employee may, at his/her option, "bank" sick leave from year to year up to a maximum accumulation of 280 hours. Any sick time "banked" under this option may only be used by the employee for sick time and may not be used for any other purpose and is not subject to the options under Sections 17.5 and 17.6. An employee must exhaust all current sick time earned but not used during the current year before he/she may be eligible to use "banked" sick time under this provision. Once the 280 hour maximum accumulation under this section has been reached, sick time earned thereafter: must be used by the employee for that purpose; must be cashed in for payment at the end of the year; must be used (up to 48 hours) for personal leave; or a combination of the above.

17.8 Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the City will make every reasonable effort to place the employee in a position within City employment that he is physically and mentally able to perform, subject to the City's legal or contractual obligations to other City employees.

17.9 Sick Bank Payoff. If an employee is terminated, the employee will receive 50% payoff of a maximum of the last 120 hours of banked sick time; the rate of the payoff to be based

upon the rate of pay the employee received at the time the banked sick hours were earned. An employee who voluntarily quits must give the required termination notice two (2) weeks prior to his last work day in order to be eligible for these benefits.

17.10 Disability Program. The employer will provide each employee covered by this Agreement a program of disability benefits for loss of wages not covered by any other insurance program. When injury or disease shall prevent the employee from pursuing his usual work, the City will pay, subject to a maximum of \$10,400 per year, a weekly indemnity benefit of \$200.00 per week, calculated at a daily rate of \$40.00 for so long as such disability continues; however claims will be based on any twelve (12) month period, and those days used under this schedule will be reinstated as eligible days twelve (12) months after these days are exercised. This program will commence on the twelfth (12th) working day after the beginning of the disability. Written notice of injury upon which claim may be based must be given to the City within twenty (20) days of date of the commencement of the first loss for which benefits arising out of each such injury or sickness may be claimed. As soon after an employee commences using this benefit, he shall provide the City with a physician's statement as to expected return-to-work date with any restrictions. The employee shall keep the City informed as to any changes by his physician in the expected return-to-work date.

18. LEAVES OF ABSENCE

18.1 Lodge Duties. The employer will endeavor to establish a work schedule to accomodate the attendance during off duty hours by the Division President at the two lodge meetings a month.

19. BEREAVEMENT TIME

19.1 Application. Upon the death of any member of an officer's immediate family and upon notification to the Chief or his designated representative, the officer shall be granted absence with paid leave up to 3 calendar days immediately following the date of death, provided he/she is scheduled to work and provided he/she attends the funeral. The officer's immediate family shall consist of wife (or husband), children, father, mother, brother and sister, spouse's father or mother. Legally adopted children who are members of the household, grandparents and grandchildren are also included. Additional time off may be granted without pay under this section for extenuating circumstances by the Chief of Police.

20. MISCELLANEOUS

20.1 Addresses and Telehpone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number.

20.2 Bulletin Boards. The City shall provide a bulletin board for the Lodge in an area acceptable to the Police Chief. The bulletin board will be for Lodge notices and information.

These bulletin boards, or anything posted thereon, will not be disturbed by any official of the City of Eaton Rapids, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices:

- A. Recreational and social affairs of the Lodge
- B. Lodge meetings
- C. Lodge elections
- D. Results of Lodge Elections
- E. General Lodge Information.

20.3 Effect of this Agreement. This Agreement is subject to any past practice not otherwise expressly modified by this Agreement.

20.4 Waiver Clause. 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

20.5 Special Meetings.

A. The Lodge representatives may meet at a place designated by the employer, on the employer's property, for a meeting for which a written request has been made by the employer or the Lodge.

B. One employee representative of the Lodge at special meetings will be paid by the employer for time spent in special meeting, but only for the straight time hours he/she would otherwise have worked on their regular work schedule.

20.6 Effect of Invalidity of Provisions of this Agreement.

If any provision of this Agreement is held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

20.7 Uniforms. In the selection, procurement and issuance of uniforms, the employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function, and responsibility of the officer. The following items shall be issued to the officers at the employer's expense.

1. Uniforms and all related equipment as listed in Appendix A.

20.8 Legal Coverage. Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his authority and while in the course of his employment, the City will pay for, or engage in, or furnish the services of an attorney to advise the



officer as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of his employment, the City will indemnify the officer or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

20.9 Uniform Maintenance. The City shall provide a suitable schedule for cleaning and duty caused maintenance of all uniforms at no expense to the employee.

20.10 Police Cruisers. All replacement police cruisers shall have power windows to be operated from the driver's position; air conditioning; power steering; power brakes; power door locks; and a suitable protective screen. If the City is unable to provide any of the equipment herein listed, the City and the Lodge agree to meet and negotiate necessary changes.

20.11 Retirement. Each regular full-time employee shall become a member of the City's retirement system at the time he/she qualifies.

20.12 Safety. The City shall make reasonable provisions for the safety and health of the employees during the hours of

their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The City shall furnish protective devices and/or equipment as is reasonably necessary to properly safeguard the health of the employees and protect them from injury.

In addition, the City agrees to provide the employees with safe patrol vehicles and will maintain the patrol vehicles so that they are at all times safe. In addition, the employee may file a grievance with a supervisor if the employee feels a vehicle is unsafe to drive.

20.13 Residency. Employees are required as a condition of continued employment, to reside within a five (5) mile radius of the City Hall of the City of Eaton Rapids.

20.14 Promotions. Promotions within the bargaining unit shall be made from personnel of the bargaining unit unless none are qualified for promotion and shall be based upon an objective selection procedure that will be based upon an oral, and written examination and that will allow for consideration of a candidate's seniority within the department.

20.15 Educational Benefits. The employer shall reimburse employees for expenses they incur not to exceed \$100.00 per year per employee (upon verification) for required textbooks in courses taken by the employee that are law enforcement related.

21. GRIEVANCE PROCEDURE

21.1 Definition of a Grievance. A grievance is a claimed violation of this Agreement. Any grievance filed shall refer to

the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievance procedure shall not apply to any dispute concerning the retirement plan, or any of the insurance plans, or the payment of insurance when the dispute arises out of an error or omission that is solely attributable to the Insurance Company and is not the result of any act or omission occasioned by the City.

21.2 Steps of the Grievance Process. A grievance which challenges a disciplinary suspension or discharge shall be initially filed, in writing, at Step 3, within five (5) days after the discipline became grievable. All other grievances shall be filed and processed as provided for below.

An employee at any time may present a grievance to his immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement provided that the employees' representative has been given an opportunity to be present at such adjustment. If the issue is unresolved, the employee, on his own time, may contact his representative who, on his own time, shall reduce the grievance to writing, on a form provided by the City and then present it according to the following procedure and to all of the rules for grievance processing of Section 3, of this Article.

Step 1. A representative, no later than five (5) days following the employee contact shall present the written

grievance to the Police Chief. The Police Chief no more than five (5) days later, shall write his answer on the form and return it to the Lodge Representative.

Step 2. If the Chief's answer in Step 1 is not satisfactory to the grievant, the representative of the Lodge may, within five (5) days thereafter, present it to the City Manager or his designated representative who shall answer it, in writing, on the form, no more than five (5) days later.

Step 3. If the answer of the City Manager in Step 2 is not considered satisfactory by the employee, the President of the Lodge or his designee may, within five (5) days thereafter request through the City Manager that the grievance be submitted to the City Council.

The City Council shall answer the grievance, in writing, no later than fifteen (15) days after it is presented to it.

Step 4. The unresolved grievance may be submitted to arbitration by the Lodge. Arbitration may be invoked by the Lodge by filing a written demand for arbitration with the Michigan Employment Relations Commission and the City. Grievances appealed to arbitration shall be appealed within fifteen (15) calendar days of the City's response to Step 3, otherwise they shall not be eligible for further appeal to arbitration.

The arbitrator shall render his decision according to the following:

1. The arbitrator shall answer in writing, within thirty (30) days after the hearing or after the submission of any briefs, only the question submitted or the question selected, in accordance with the interpretation and application of this Agreement.

2. The arbitrator shall neither add to, subtract from, or modify this agreement.

3. The award of the arbitrator shall be final and binding on the City, the Lodge, and any employee covered by this Agreement.

4. Once the question has been submitted to the arbitrator, neither party is permitted to unilaterally withdraw the case from the arbitrator.

5. The fees and expenses incurred by the arbitrator shall be paid equally by the parties to this Agreement.

6. The arbitrator's decision may be based upon written briefs submitted by the parties, or, if either party wishes, upon such briefs and a hearing at which the parties shall have the opportunity to present evidence and examine and cross-examine witnesses.

#### 21.3 Rules of Grievance Processing.

A. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their duties.

The employee and/or Lodge representative shall suffer no loss of pay for reasonable time spent in preparing, and

presenting the grievance or grievances (excluding outside conferences, such as with legal counsel) at Steps 1, 2, and 3 of the grievance procedures provided for under this Article, provided that the grievant or Lodge representative, if either or both are on duty, has requested and received permission from his/her duty supervisor to be temporarily absent from his/her duty assignment for the purpose of performing these functions.

It is further understood and agreed that when there is a single grievance that involves more than one employee, or when there are multiple grievances that involve essentially identical factual situations, the time spent in preparing and presenting the grievance(s) shall be limited to the time that would be paid for if there were a single grievance and a single grievant.

B. No grievance shall be valid if initiated more than five (5) days after the event being challenged occurred.

C. Management and Lodge representatives shall date and sign the grievance indicating receipt thereof.

D. When a management representative returns the form with his answer on it, the grievant or his representative shall date and sign the grievance indicating receipt thereof.

E. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.

F. A grievance not answered within the time limit provided shall be automatically granted.

G. For the purposes of the grievance procedure as set forth in this Article, the words "day" and "work day" are defined,

synonymously, to include weekdays only (Monday through Friday), and to exclude, in addition to weekend days (Saturday and Sunday) holidays authorized by this Agreement.

22. OTHER AGREEMENTS AND ORGANIZATIONS

22.1 Other Agreements. The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions hereof.

23. DISCIPLINARY ACTION, DISCHARGE SUSPENSION

23.1 Discipline Procedure. Discipline is primarily the responsibility of the chief and is intended to be a positive or developmental rather than a negative or punishing procedure. However, when positive measures fail and the City determines that the punishment, discipline or discharge is necessary for violation of department rules and regulations, nothing in this policy shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of his seniority, for just cause.

In the event that a disciplined or discharged employee feels that he has been unjustly dealt with, said employee may file a grievance as provided for above.

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given the officer in writing. The officer shall have the right to defend himself against any and all charges. When the City feels disciplinary action is warranted, such action must be initiated

within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the City first became fully aware of the condition giving rise to the discipline. The City's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's representative, or, in the representative's absence, another Lodge representative, giving him a copy of the disciplinary action statement.

An employee who is disciplined by time off or discharged shall, after such action is taken and before leaving the City's premises, have the right to confer with his representative, or in his absence, another Lodge representative, at such place on the City's premises (but away from the working or public areas) as the City's representative may designate.

23.2 Disciplinary Steps. Disciplinary steps to be followed by the City are:

- A. The Chief will give the officer a verbal warning.
- B. If there is a second incident within three (3) months, the Chief will give the officer a written warning. The Chief and the officer will sign the warning.
- C. If there is a third incident within three (3) months of the second incident, the Chief will give the officer from one (1) to three (3) days off without pay. This layoff will be in writing and signed by the Chief and the officer.



D. If there is a fourth incident within six (6) months of the third incident, the City by the Chief, may terminate the services of the officer. This termination will be in writing and signed by the Chief and the officer.

24. WAGES AND COMPENSATION

24.1 Wages. Each member of the bargaining unit shall be paid in accordance with the following schedule:

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1-1-87</u>	<u>EFFECTIVE 1-1-88</u>
A. Patrolman:		
Beginning	\$14,907.09	\$15,339.40
6 months	15,504.19	15,953.81
1 year	18,485.40	19,021.48
2 years	19,678.52	20,249.20
3 years	20,870.57	21,475.82
4 years	21,943.84	22,580.21
B. Sergeant:	\$24,567.65	\$25,280.11

24.2 Educational Supplement.

A. Two Year Degree. All of the wage scales identified in Section 24.1 shall be increased by \$500.00 if the affected employee has a 2 year degree in a Criminal Justice field.

B. Four Year Degree. All of the wage scales identified in Section 24.1 shall be increased by \$1,000.00 if the affected employee has a 4 year degree in a Criminal Justice field or Sociology. If the affected employee has a 4 year degree in any other field, then the increase shall be in the sum of \$750.00.

25. AGREEMENT

25.1 Term of Agreement. This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 1988 and for successive annual periods thereafter unless, not more than one hundred twenty (120) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires revision, modification, alteration, renegotiation, change or amendment, or any combination thereof and in the event of such notice, the parties shall begin to hold negotiation meetings no later than sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties have set their hands, this 22<sup>nd</sup> day of APRIL, 1987.

FOR THE CITY  
BY ITS MAYOR:

David M. Weber

BY ITS CLERK:

L. O. Gunn

FOR THE LODGE:

By: Francis G. Kelly G.

Its: President, Eaton Rapids Division

By: Jimmy J. Lawson

Its: Lodge Executive Director

APPENDIX A - UNIFORMS

1 Pershing Hat	1 Wallet Badge
1 Duty-Champ Jacket	1 Gun Belt
1 Cool-Air Raincoat	4 Belt Keepers
1 Cap Cover	1 Handcuffs & Case
1 Name Tag	1 Cartridge Case & Ammo.
3 Pair of Trousers	1 .357 Magnum Revolver
3 Short Sleeve Shirts	1 Holster
3 Long Sleeve Shirts	1 Key Holder
2 Ties	1 Police Baton & Holder
1 Hat Badge	1 Whistle & Chain
1 Shirt Badge	1 Tie Tack

Acknowledging that present employees have provided these items on their own, the City will provide replacements for these items when present ones wear out, and will provide these items for new-hires:

Flashlight

Clipboard

Oxford Shoes or Combat Boots