

12/31/88

1986 through 1988

AGREEMENT

between

THE CITY OF MUSKEGON, MICHIGAN

A Home Rule City

and

FRATERNAL ORDER OF POLICE

STATE LODGE OF MICHIGAN

LABOR COUNCIL

(Muskegon Police Department - Command Officers)

Muskegon, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

SECTION 1	GENERAL-----	2
SECTION 2	RECOGNITION-----	2
SECTION 3	EMPLOYMENT SECURITY-----	3
SECTION 4	REPRESENTATION-----	3
SECTION 5	UNION SECURITY - AGENCY SHOP-----	7
SECTION 6	DEDUCTION OF DUES (CHECKOFF)-----	8
SECTION 7	MANAGEMENT RIGHTS-----	9
SECTION 8	GRIEVANCE PROCEDURE-----	11
SECTION 9	BULLETIN BOARDS-----	14
SECTION 10	WORKING CONDITIONS-----	14
SECTION 11	SAFETY AND HEALTH-----	15
SECTION 12	NO DISCRIMINATION-----	15
SECTION 13	WORKING HOURS AND SCHEDULES-----	15
SECTION 14	OVERTIME - COMPENSATORY TIME-----	16
SECTION 15	SENIORITY-----	18
SECTION 16	LAYOFF AND RECALL-----	20
SECTION 17	CALL-IN TIME AND COURT TIME-----	21
SECTION 18	VACATION-----	22
SECTION 19	SICK LEAVE-----	24
SECTION 20	HOLIDAY PAY-----	29
SECTION 21	BEREAVEMENT LEAVE-----	31
SECTION 22	UNIFORM ALLOWANCE-----	32
SECTION 23	INSURANCE-----	33
SECTION 24	MEDICAL LEAVES OF ABSENCE-----	35
SECTION 25	MILITARY LEAVE-----	36
SECTION 26	SALARY AGREEMENT-----	37
SECTION 27	WORKING OUT OF CLASSIFICATION-----	38
SECTION 28	LONGEVITY PAY PLAN - RULES AND REGULATIONS-----	38
SECTION 29	NO STRIKE CLAUSE-----	39
SECTION 30	WAIVER CLAUSE-----	41
SECTION 31	MAINTENANCE OF STANDARDS--RESIDENCY-----	41
SECTION 32	VALIDITY-----	42
SECTION 33	SAVINGS CLAUSE-----	42
SECTION 34	EDUCATION BONUS-----	42
SECTION 35	PENSION-----	43
SECTION 36	DURATION AND RENEWAL-----	44
	SIGNATURES-----	45
	APPENDIX A -- WAGE SCHEDULE-----	46
	APPENDIX B -- COURT OVERTIME PAY-----	47
	APPENDIX C -- WORK DAY RELATIVE TO Sec. 17-----	48
	APPENDIX D -- COMPENSATORY TIME-----	49
	APPENDIX E -- COMPENSATORY TIME to 11/01/83-----	50
	APPENDIX F -- DEPT. OF POLICE LETTER 12/06/83-----	51

SECTION 1 - GENERAL

In a mutually desirable effort to promote the best interests of both the City of Muskegon and the City of Muskegon Police Department, this Agreement is entered into as of January 1, 1986, at Muskegon, Michigan between the City and the Police Command Officers, represented by Fraternal Order of Police, State Lodge of Michigan Labor Council. Hereafter, the City of Muskegon will be referred to as the "Employer", and Fraternal Order of Police, State Lodge of Michigan Labor Council, will be referred to as the "Union". Hereafter, the police command officers employed by the Police Department of the City of Muskegon will be referred to as the "employee" or the "employees".

SECTION 2 - RECOGNITION

Pursuant to the provisions of Act No. 336 of the Michigan Public Acts of 1947, as amended:

- .1 The Employer recognizes that the police command officers of the City of Muskegon have the Statutory right to bargain collectively with the City of Muskegon, and to be represented by an organization in such collective bargaining.
- .2 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the police officers, and will negotiate only with representatives thereof on the matters of rates of pay, wages, hours, and other terms and conditions of employment.

.3 The rights of the Employer and employees of the Police Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 3 - EMPLOYMENT SECURITY

The Employer agrees not to discharge or discriminate in any way against any command officer of the Police Department for membership or activities in the Union.

SECTION 4 - REPRESENTATION

All employees who are covered by this Agreement shall be represented for the purpose of negotiation by a bargaining committee to be chosen by the employees. Employees covered by this Agreement shall be represented for the purpose of grievance procedure by one (1) Chief Steward and two (2) Shift Stewards or Alternate Stewards to be elected by the employees.

The Union shall advise the Employer in writing of the names of the persons on the bargaining committee and the name of the Chief Steward, Shift Stewards and Alternate Stewards. The Chief Steward, Shift Stewards and Alternate Stewards shall be recognized for those functions delegated them under the terms of this Collective Bargaining Agreement. The members of the bargaining committee will not be recognized beyond the area designated, or to the extent of authority delegated to them, except in emergencies, until properly authorized by the Union.

- .1 The members who are employees of the employer shall be paid by the Employer for the time spent during their regularly scheduled working hours in the processing of grievances and in the negotiations relating to the Employer at their regularly established straight-time rate.
- .2 The maximum number of employees including bargaining committee members who shall be paid by the Employer while conducting negotiations, and while processing a specified grievance, shall be three (3).
- .3 The Union representatives who are employees of the Employer shall be governed by departmental rules regarding employees entering and leaving the Department. Members of the bargaining committee may leave the Department on negotiations and grievances within the bargaining unit when their arrangements are made in advance with the Employer by the Chief Steward or Shift Stewards.
- .4 Any representatives of the Union employed by the Employer, having an individual grievance in connection with their work, may be permitted to have a Steward assist them in adjusting their grievance in the manner provided for in the Grievance Procedure.
- .5 Discharge and Discipline - Should any provision of the five (5) following subsections be inconsistent with or

contrary to any provisions of the grievance procedure, the grievance procedure shall control.

- .6 Before any disciplinary action exceeding five (5) days without pay, up to, and including discharge is taken against an employee, the employee shall be given an opportunity to state his or her position and offer any evidence immediately available to his or her superior officer who is rendering such discipline. Notice of such discipline shall be given to the Union by the Employer pursuant to this section, within forty-eight (48) hours of the indication of such discipline or discharge, except as specifically stated hereinafter. The notice will be delivered to the Chief Steward, Shift Steward, or Alternate Stewards.
- .7 Except for verbal warnings, the charges resulting in disciplinary action exceeding five (5) days without pay, up to, and including discharge shall be reduced to writing within forty-eight (48) hours, excluding holidays and weekends, by the commanding officer recommending the action or by the Chief of Police, and copies shall be furnished, if the employee wishes, to the Chief Steward or Stewards and to the employee against whom the charges are brought. The employee shall sign a copy of the charge with the understanding that said signature by the employee does not necessarily constitute acceptance of the disciplinary action.

- .8 Such written charges shall cite the specific sections of departmental rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.
- .9 Except during the first stage (i.e., in .6 above), an employee against whom charges have been made, may be represented by a Steward, Union representative or attorney.
- .10 In imposing any discipline on a current charge, the Employer shall not base its decision upon any prior infractions of departmental rules or regulations or law or ordinance which occurred more than thirty (30) months prior to the date of the current charge, unless such actions are directly related to the current charge.
- .11 Any three (3) employees elected or appointed by the Fraternal Order of Police Lodge as delegates to the State or National Fraternal Order of Police convention may take up to a maximum of three (3) working days with full pay during such absence. It may be taken two to State and one to National; or two to National and one to State; or all three days to either for up to, but not more than, a total of nine (9) days for all such representation during one calendar year. This choice is the prerogative of the Union.

SECTION 5 - UNION SECURITY - AGENCY SHOP

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the Bargaining Unit.

Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- B. In accordance with the policy set forth in this Article, all employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Union, the employees' 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 initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty (30) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty (30) days following the date of employment.

- C. Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty (30) days from his/her date of appointment, or thirty (30) days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable law, and certified to the City by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for such month thereafter, in an amount equal to the regular and monthly dues.

SECTION 6 - DEDUCTION OF DUES (CHECKOFF)

During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union provided, however, that the Union presents to the City, authorizations, signed by such employees,

allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

A. Amount of initiation fees and dues will be certified to the City by the Union.

B. Monthly agency fees, Union dues and initiation fees will be deducted by the City and transmitted to the Union as prescribed above.

Save Harmless Clause:

The Union shall indemnify and hold harmless the Employer against action, or claim for an unauthorized deduction, or for other forms of liability that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with this provision and will hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

SECTION 7 - MANAGEMENT RIGHTS

.1 The Employer (City) retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or limited.

.2 Except as otherwise provided in this Agreement:

Nothing in this Agreement shall be construed to limit in any way the Employer's sole and exclusive right to manage its operation and the services it provides efficiently and economically, including the right to determine the services to be performed, and the quantity and quality of those services, the methods of performing the services; the determination of the size of the working force; the hiring of new employees; the discipline or discharge of employees for just cause; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, or facilities; the right to establish, change or introduce standards of safety and safer operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees and subject to the rules and regulations of the Civil Service Commission of the City of Muskegon).

.3 Transfer employees from one shift to another on a temporary basis, except to avoid the payment of overtime; transfer employees to other positions within the department; require employees to perform outside

their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classifications, but not to extend beyond sixty (60) calendar days; however, employees may be transferred from one shift to another on a temporary basis when such temporary transfer is mutually acceptable to the employee and management; require employees to give instruction or receive instruction in special training for selected employees.

- .4 Any complaint or dispute concerning the exercise of any management rights function in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

SECTION 8 - GRIEVANCE PROCEDURE

- .1 A grievance is defined as an alleged violation of a specific article and/or section of this Agreement. If an alleged grievance arises, there shall be no stoppage or suspension of work, but such alleged grievance shall be submitted to the following grievance procedures.
- .2 Grievances will be filed ONLY as set forth in the following procedures.
- .3 In no case shall any grievance be taken outside of the Muskegon Police Department until this grievance procedure has been exhausted.

.4 PROCEDURE:

Step 1

Within twelve (12) calendar days following the alleged violation, any employee having a grievance shall, with or without his grievance steward, first contact the Chief of Police, when available.

Step 2

If such grievance cannot be resolved within three (3) working days after presentation, the matter shall be reduced to writing, signed by the employee and his Steward and forwarded to the Chief of Police.

Step 3

The Chief of Police shall give a written answer to the grievance within seven (7) working days. If it is not satisfactory to the Union, the matter may then be taken to the City Manager within twelve (12) days following written answer from the Chief of Police.

Prior to submission of the grievance at the City Manager's level, the grievant shall elect whether he desires to proceed under the Civil Service Rules and Regulations as adopted July 20, 1955, as amended, or to arbitration, under the terms and conditions of the grievance procedure. If the Union desires a hearing with the City Manager, same may be requested, and the City Manager shall schedule such a hearing. The City

Manager shall render a written disposition of the grievance within twelve (12) calendar days following said hearing.

Step 4

In the event a grievance is not resolved at Step 3, either the City or the Union may initiate arbitration by submitting a notice in writing of such intent to the other party within ten (10) working days following the day the written disposition was given at Step 3. In the event either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the last answer.

The moving party shall at that time submit a request to the Michigan Employment Relations Commission for the appointment of an arbitrator which will be selected in accordance with Michigan Employment Relations Commission procedures.

The arbitrator so appointed shall have the authority to resolve disputes between the parties only over matters which are covered by this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement.

The expenses of the arbitrator shall be shared equally by the parties.

Any matter resolved by settlement or dismissal short of the issuance of a written disposition by the City Manager shall have no precedent value whatsoever as to future grievances.

Extensions of time for any step in the grievance procedure may be agreed upon in writing by the parties hereto.

SECTION 9 - BULLETIN BOARDS

- .1 The Employer shall provide space for one bulletin board in a mutually acceptable location to be used by the Union.
- .2 With advance notice and consent of the Chief of Police, a room will be available for one employee unit meeting per month.

SECTION 10 - WORKING CONDITIONS

- .1 If two members are agreeable, they shall be allowed to exchange shifts and days off, with the approval of the ranking officers.
- .2 During his shift, each employee will be allowed a total of forty-five (45) minutes of break time. The normal time allowed for lunch break will be thirty (30) minutes, and the normal time allowed for coffee break shall be fifteen (15) minutes. Employees shall not exceed the combined time of forty-five (45) minutes maximum for break time in any one shift. Any employee held over following a scheduled full shift for three (3)

hours or more shall receive an additional break period of fifteen (15) minutes.

SECTION 11 - SAFETY AND HEALTH

- .1 All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.
- .2 The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.
- .3 When, in the opinion of the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for the grievance procedure.

SECTION 12 - NO DISCRIMINATION

The parties agree to apply the provisions of this Agreement to all employees without regard to height, weight, race, color, marital status, sex, religious creed or national origin.

SECTION 13 - WORKING HOURS AND SCHEDULES

- .1 The regular work shift shall consist of eight (8) consecutive hours except for voluntary split shifts in specialist divisions. Voluntary split shifts may occur within the specialist divisions provided they occur within twenty-four (24) consecutive hours and only with the prior approval of the Chief of Police.

- .2 Officers will work under permanent shifts with the selection of shifts being made on a strict seniority basis within rank and division (and/or bureau). The officers shall choose their permanent shift to cover a period of six (6) months. This choice will be made approximately four (4) weeks prior to the start of the shift selected. Shift selection will be made on the basis of the most senior officer within rank and division (and/or bureau) having first choice, the next senior officer having second choice, and so on. If an officer is reassigned from one division to another, then rank seniority shall prevail for shift selection.
- .3 The Chief may assign a probationary employee to any shift for training purposes, but no employee may be reassigned from a shift to provide an opening for such probationary employee.

SECTION 14 - OVERTIME - COMPENSATORY TIME

- A. Overtime shall be paid at the rate of one-and-one-half times the employee's annual salary divided by 2080 hours for all time worked in excess of eight (8) hours per day or eighty (80) hours per pay period, except when working for another officer by agreement with that officer.
- B. Training time shall be paid as follows:
1. Mandatory training shall be paid at time-and-one-half for actual time in training with a two-hour minimum;

2. Voluntary training, approved by the Chief of Police, shall be paid at a straight time rate for time in actual training.
3. Required supervised firearms training shall be paid at a straight-time rate with a two-hour minimum;
4. The conditions and terms of training pay shall be designated and posted in the announcement of the training schedules.
5. Training pay for training during an extension before or after a regular duty period shall be paid for actual time at the applicable rate and not subject to a minimum.

C. Compensatory Time -

- .1 No member of the bargaining unit shall be allowed to accrue and carry over compensatory time hours in excess of forty (40) compensatory time hours per bargaining unit member per calendar year.
- .2 Annually, after December 31 of each year during the term of this agreement, the City shall pay to those persons entitled thereto, as wages, all hours in excess of forty (40) which have been accrued and not used or paid during the calendar year.

SECTION 15 - SENIORITY

- .1 There shall be two forms of seniority, date of hire into the Muskegon Police Department or classification seniority (date of last entry into a classification) and seniority shall be applied consistent with the terms of this Agreement.
- .2 Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.
- .3 The seniority list as of the date of this Agreement will show the names and job titles of all employees in the bargaining unit and the classification seniority of each.
- .4 The Employer will keep the seniority list up to date and will provide the Union with up-to-date copies at least annually.
- .5 An employee shall lose his seniority for the following reasons only:
 - a. He quits, retires, receives a pension, or withdraws his accrued benefits.
 - b. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

- c. He is absent for three (3) consecutive working days without proper authorization of the Chief of Police. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to obtain such authorization. After such absence, the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the City.
- d. If the employee does not notify the Employer within three (3) days after receipt of certified written notification to return to work after layoff, as to the date when the employee will return, which date must be within one (1) week after the delivery of such notice to his last known address. In no event shall the return to work be in excess of ten (10) days following receipt of the notification. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- e. If an employee is laid off during the term of this Agreement for a continuous period equivalent to his departmental seniority. However, in no event will employees laid off for a continuous period in excess of five (5) years retain their seniority.

SECTION 16 - LAYOFF AND RECALL

.1 Order of Layoff.

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

B. Except as provided below, the layoff of probationary or permanent employees in the Bargaining Unit shall be in inverse order of seniority within each classification in which lay-offs are to occur.

.2 Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, in accordance with Civil Service rules and regulations, shall, in lieu of layoff, be demoted by seniority to a lower position in the Police Department.

.3 Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.

.4 Recall

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Police Department.

Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.

B. An employee who is laid off and exercises their bumping rights (into a lower class) shall have recall rights to his/her original classification (prior to lay off) indefinitely.

C. An employee who is laid off from the Police Department shall have recall rights for a period equal to their seniority but not to exceed a maximum of five (5) years.

SECTION 17 - CALL-IN TIME AND COURT TIME

- .1 Employees shall be paid a minimum of two (2) hours at time-and-one-half for reporting to duty in response to mandatory call-to-duty, or voluntary assignment between their regularly scheduled duty shifts, excepting for court appearance as provided herein. (See Appendix "B").
- .2 Employees shall receive no compensation from the Employer other than their regular salary for court appearances while they are on regular duty.
- .3 Off-duty appearances in the Courts will be paid at time-and-one-half rates with a minimum of two (2) hours time, provided: (A) the officer cannot include as court time the periods of time the courts break for meals; (B) overtime ends when the officer concludes his testimony and is permitted to leave the court; (C) court appearances less than two (2) hours prior to, or subsequent to, the officer's regular tour of duty would

be considered as an extension of the officer's regular tour of duty, and he will be paid for the actual overtime extending beyond the tour of duty; (D) no overtime will be paid to an officer who is on sick leave during the first five (5) days of a continuous sick leave (see Appendix "C"); (E) the officer turns in a properly documented subpoena denoting witness fees and mileage, with any such fees to be turned over to the City. Such subpoena is to be attached to a properly filled out and authorized overtime-request slip. (F) This Section is to be governed in accordance with the clarification of same attached hereto and identified as Appendix B to this Agreement.

SECTION 18 - VACATION

Vacation time shall be earned as follows:

One day per month of employment but not to exceed ten (10) working days per year during the first six (6) years of continuous service.

One and one-quarter (1-1/4) days per month but not to exceed fifteen (15) working days per year during the next seven (7) years of continuous service.

One and three-quarters (1-3/4) days per month but not to exceed twenty (20) working days per year during each year of continuous service thereafter.

Employees shall be entitled to take vacation as follows:

After the first year and through the first seven (7) years of continuous service - two (2) weeks per year.

After the seventh year and through the fourteenth year of continuous service - three (3) weeks per year.

After the fourteenth year of continuous service and through each year of continuous service thereafter - four (4) weeks per year.

- .1 Any employee of the City, other than a probationary employee, who retires, resigns or leaves the service of the Employer, shall be entitled to the pro-rated accumulated vacation time.
- .2 No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.
- .3 A day of vacation shall be cancelled for each day an employee would have worked during his work week, and shall be paid for at the rate he would have earned on that particular day, exclusive of overtime. If a paid holiday falls on a scheduled vacation day, the following scheduled work day will be an additional vacation day.
- .4 Vacation leave shall not be cumulative, and shall be taken during the calendar year following the one in which it is earned; unless conditions render it impossible, all employees shall take their vacation.

- .5 Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity of the department, shall be rescheduled or paid for at straight time as extra compensation for the period at the option of the employee. A vacation day for which extra compensation is paid shall not be rescheduled.
- .6 Each division head shall arrange and post on the bulletin board a vacation schedule for that division in advance of the vacation season. Vacation selections shall be made on the second Tuesday in January. All vacations shall be selected within each division by departmental seniority. Insofar as possible, vacations shall be scheduled for periods of at least one week. No officer shall select more than two weeks during the months of June, July and August unless, after all officers have selected vacations, all available weeks are not taken during this period.
- .7 In accumulating vacation leave, sick leave not exceeding one hundred thirty-two (132) days in any one year shall be counted as time worked. Absence because of duty-connected disability shall be counted as time worked.

SECTION 19 - SICK LEAVE

Sick leave shall be accumulated at the rate of one day per month of employment during the preceding calendar year. The

accumulation shall not exceed twelve (12) days during any one calendar year.

- .1 All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the department head and the City Manager.
- .2 Sick leave may be accumulated up to a maximum of one hundred thirty-two (132) days with each employee having the option following the accumulation of one hundred thirty-two (132) days of accrued, unused sick leave, to be paid at the rate of fifty percent (50%) of such accrual in excess of one one hundred thirty-two (132) days but in no event shall sick leave be accumulated by any employee in excess of one hundred thirty-two (132) days.
- .3 A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime. Sick leave of less than one working day shall be deducted from accumulated leave on the basis of one hour for each hour of absence.
- .4 Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave.

- .5 An employee may request to anticipate sick leave during the first year of employment, which, if granted, shall be deducted from his accumulation during that year.
- .6 Sick leave will be taken only for the following reasons:
- (a) Any illness an employee may contract preventing him from performing normally and safely at work;
 - (b) Any illness from contagious disease not duty-related which could affect the health of others;
 - (c) Any injury or illness to the employee's spouse, child, stepchild, mother, father, mother-in-law or father-in-law, which requires the hospitalization of that individual;
 - (d) Any serious illness as evidenced by a written physician's report, to the spouse, child or stepchild of the employee which serious illness requires the employee's absence from duty;
 - (e) Any non-duty disability an employee may sustain, except injury sustained while in the employ of another, or an injury sustained during the commission of a felony or high court misdemeanor by the officer.
 - (f) The employer may require verification of sick leave taken in excess of three (3) consecutive days. This will not preclude the Employer from requesting

verification of illness of less than three (3) days if the employee has shown a pattern which would indicate misuse of sick leave.

Any employee who is off at the request of the Employer because of an exposure to a contagious disease which is documented from Employer's records (for example, hepatitis) shall be paid the regular salary for all lost time, without loss of sick time.

- .7 An employee's absence from work due to duty-connected disability, for which he is receiving compensation, shall not be deducted from his sick leave unless he shall elect to be paid the difference between Workmen's Compensation benefits and his normal wage or salary, to be paid out of the operating funds of the department involved, in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave in the manner provided in Section 19.8 hereof. Checks for such service-connected disability will be issued only upon receipt of a statement signed by the Employer's physician to the effect that the injured

employee is unable to perform his regular duties or such other temporary tasks available in the framework of the City functions.

- .8 In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended not to exceed six (6) months, instead of sixty (60) working days.
- .9 No compensation for sick leave will be authorized if the employee fails to notify the department at least one-half hour before his normal starting time.
- .10 Upon termination of employment under honorable conditions, accrued sick leave will be compensated at the rate of one-half of the value of the accumulated sick leave, providing the employee has worked a minimum of twelve (12) months.
- .11 After an employee has accumulated one hundred thirty-two (132) days of accrued, unused sick leave, then all additional accruals shall be paid annually at the rate of fifty percent (50%) of such accrual in excess of one

hundred thirty-two (132) days. All payments due under this Section or under Section 19.2 shall be paid annually on January 31 of the calendar year next succeeding the accrual.

- .12 If an employee is absent from work due to duty-connected disability, for which he is receiving workers' disability compensation payments, said employee will continue to accrue sick leave, vacation leave, holiday pay and longevity pay.
- .13 The benefits set forth in Paragraph 12 above shall not continue to accrue past 180 days of duty-connected disability. All insurance benefits accorded the working employee will remain in force during duty connected disablement. This provision may be extended past one hundred eighty (180) days at the discretion of the employer.

SECTION 20 - HOLIDAY PAY

- .1 The Employer will recognize the following paid holidays:

New Year's Day	Labor Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
- .2 Each employee will receive two (2) floating holidays per year. These floating holidays shall be permitted for personal leave purposes, excluding illness, and not in conjunction with any paid holiday observed under this Agreement. The established department procedure and

policy for requesting leave shall be observed for scheduling the "floating" holidays. Employees required to work a regularly scheduled shift of eight (8) hours on the above holidays will be paid triple time or, in the alternative, sixteen (16) hours additional time, based on an annual salary divided by 2080 hours.

Floating holidays must be taken within the calendar year in which earned and may not be carried over to the next succeeding calendar year. The scheduling of floating holidays shall be governed by the Muskegon Police Department Policy and Procedure dated March 25, 1981.

- .3 In the event that a holiday falls on a normal day off, the employee shall receive a comp day off. In the event that the holiday falls on what would normally be an authorized sick time, such time shall not be taken from the employee's sick leave bank, but will be construed as the employee having the holiday off.
- .4 In lieu of the additional holiday pay, non-uniformed and specialist personnel shall have the days off with pay.
- .5 If a paid holiday falls within the employee's authorized vacation period, said paid holiday should be taken as a leave day on the next scheduled working day with full pay at the straight time rate. Holiday pay shall apply to the observed holiday under the State of Michigan Monday Holiday Law, and to the calendar holiday if a designated paid holiday is not such a Monday holiday. A duty period beginning or ending on the observed holiday is a paid holiday; however, the employee shall be

entitled to only one holiday a pay period for each observed holiday in this Agreement. An employee required to double back and serve another shift on an observed holiday as a result of a normal shift change will be compensated for his additional shift at the holiday pay rate.

- .6 Overtime work on a paid holiday shall be paid at holiday pay rate of straight time plus two (2) additional hours of pay in ratio to the time actually worked on the holiday.
- .7 Payment of holiday pay may be taken in either of the following two methods:
 - a. Twenty-four (24) hours of straight time pay; or
 - b. Sixteen (16) hours of straight time pay plus eight (8) hours of comp time.

SECTION 21 - BEREAVEMENT LEAVE

In the event there is a death in the immediate family of any employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild, and the employee attends the funeral service, such employee shall be granted up to a three-day leave of absence with full pay. An employee shall be granted up to one day absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

SECTION 22 - UNIFORM ALLOWANCE

The Employer will purchase police uniforms for employees with a limited maximum expenditure per employee of \$300.00 annually, or as follows:

- .1 Rules and procedures covering the ordering, purchase, quantities, and specifications of uniform items shall be established by the Chief of Police. Employees shall be allowed to requisition a maximum of two (2) pairs of shoes within the \$300.00 annual allowance.
- .2 The Employer will purchase civilian clothing for police personnel assigned to plain clothes tasks limited to a maximum expenditure of \$350.00 annually, also subject to the provisions of .1 above.
- .3 Employees shall be allowed to carry over any balances in their individual uniform allowance accounts for expenditure in the next succeeding calendar year. Any balances carried over shall be forfeited if not expended during the next succeeding calendar year.
- .4 Employees shall be allowed out of the uniform allowance to purchase rubber winter overshoes to be worn over approved street shoes.
- .5 Employees will be allowed an annual dry-cleaning allowance of \$225.00, which will be payable in semi-annual installments of \$112.50 in February and in August.

SECTION 23 - INSURANCE

- .1 The Employer has in effect, covering each of the employees covered by this Agreement and his/her dependents, a group hospital-medical insurance and major-medical plan administered by CSA Administrators. During the life of this Agreement, the same insurance, or insurance comparable to that presently in effect (as of 1/1/86), will be maintained by the Employer on behalf of each employee and his/her dependents. The group hospital and major medical health plan shall include dependents and retirees under the age of 65 with a major medical cap of \$50,000 per covered individual. The Employer also has offered to each employee Health Maintenance Organization Coverage provided by either West Michigan Health Care Network or Physicians Health Plan. During the life of the agreement such Health Maintenance Organization Coverage shall be offered to each employee on an annual basis.
- .2 The parties have agreed that the Employer shall purchase police professional liability insurance for and on behalf of each of the police officers covered by this Agreement. The limits of liability for this policy are as follows:

Each person \$250,000; each incident \$500,000.

- .3 The Employer will, during the life of this Agreement, maintain term life insurance on the life of each of the covered employees in a face amount equal to the annual salary of such employee.
- .4 The Employer will provide a dental insurance plan for each employee and during the term of this Agreement, the same dental insurance, or dental insurance comparable to that in effect as of 1/1/86, will be maintained by the Employer on behalf of each employee.
- .5 The City shall maintain, as agreed upon, a prescription drug plan with a \$2.00 drug rider, if available, (Physicians Health Plan presently has a co-pay requirement of \$3.00), for and on behalf of the employees within this bargaining unit and their dependents as implemented on September 14, 1983. This provision shall not be applicable to any retirees or their dependents who retired in advance of 12/31/85. All persons who retire on or after January 1, 1986 shall:
- (a) Have the option of paying for the prescription drug plan for and on behalf of themselves and their dependents by paying to the Employer, in advance, on a quarterly basis, a sum or sums equal to the premiums for said prescription drug plan paid by the Employer. This option shall be open to retirees who retire after January 1, 1986 only and shall be effective only upon prepayment of the premiums as provided above.

(b) Effective January 1, 1988, the City shall maintain, a prescription drug plan with a \$2.00 drug rider, if available, (Physicians Health Plan presently has a co-pay requirement of \$3.00), for and on behalf of employees within this bargaining unit who retire after January 1, 1986 and their spouses. This coverage shall terminate upon the death of the retiree and the retiree's spouse.

.6 Employees who retired after January 1, 1975 but prior to January 1, 1986, will receive the benefits of this Section (23), until they attain age 65. Persons who retired prior to January 1, 1975, will receive the benefits as adopted for them by the City Commission of the City of Muskegon on February 11, 1975, effective February 27, 1975, until they attain age 65, as the resolution of the City Commission may from time to time be amended. Subject to the above, the City shall provide for employees who retire after January 1, 1975, and for their dependents until the employee's age 65, hospital, medical and surgical benefits as agreed upon and the hospital benefit shall include a per diem rate equal to the semi-private room rate from time to time in effect.

SECTION 24 - MEDICAL LEAVES OF ABSENCE

Employees holding positions in the Classified Service shall be entitled to a leave of absence for reasons of health sufficient in the opinion of the Commission to warrant such leave. Such leave of absence may require three (3) years

continuous service with the City, and may be granted for one (1) year and renewed upon proper application.

SECTION 25 - MILITARY LEAVE

The right to reemployment and the continuing seniority rights are guaranteed for any employee, now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, State of Michigan.

- .1 Such leave of absence shall be granted employees in the Classified Service for service in defense of the Country, or who are members of the National Guard or militia, or of the reserve corps, or forces in the Federal military, naval, marine or coast guard service as authorized and provided for by the Veterans Preference Act of the State of Michigan and in addition thereto shall be entitled to the rights and privileges authorized by said Veterans Preference Act with respect to status and reemployment.
- .2 Whenever employees who are members of the National Guard Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss of pay, for such time as they are engaged in active-duty defense training. Such leaves not to exceed two calendar weeks (ten working days).
- .3 Employees who have been in the armed services of the United States, under military leave from the City of

Muskegon, shall, upon reinstatement to reemployment, be given credit for accumulated sick leave for the time spent in the armed services, the same as though the time spent in the military service had been spent in the employment of the City of Muskegon, providing that such employee has received an honorable separation from the armed services.

SECTION 26 - SALARY AGREEMENT

Wages and salaries for employees covered by this Agreement shall be for the term of this Agreement, and shall be in accordance with the Schedule set forth in Appendix A attached hereto and incorporated herein by reference.

- .1 There shall be neither pyramiding of the overtime provisions of this Agreement nor pyramiding of overtime provisions with holiday pay.
- .2 The pay increase provided within the Schedule shall be received upon recommendation of the Chief of Police.
- .3 The straight time rate for the purpose of computing overtime and holiday pay and other benefits shall be the annual salary divided by 2080 hours.
- .4 Effective January 1, 1986, each of the members of the bargaining unit shall receive a four (4%) percent across the board wage increase as set forth in Appendix A. Effective January 1, 1987, each of the members of the bargaining unit shall receive a four (4%) percent across

the board index as set forth in Appendix A. Effective January 1, 1988, each of the members of the bargaining unit shall receive a three and one-half (3.5%) percent wage increase as set forth in Appendix A. The wage increase provided for 1986 shall be retroactive to January 1, 1986.

SECTION 27 - WORKING OUT OF CLASSIFICATION

Any employee who, upon request, works in excess of forty (40) consecutive hours in a higher classification than his own classification, shall be paid at the rate of the higher classification for all hours worked in said higher classification in excess of forty (40). The first forty (40) consecutive hours of work in said higher classification shall be paid at the employee's regular rate of pay.

SECTION 28 - LONGEVITY PAY PLAN - RULES AND REGULATIONS

All employees with five (5) years of service will be eligible for longevity pay.

- .1 Semi-annual payments to be paid in June and December on a basis of \$100 per year for each five (5) years of service and not to exceed \$500.00.
- .2 Employees with leaves of absence or a break in continuous service prior to January 1, 1957, will be regarded as continuous employees for longevity pay purposes. Any one whose employment with the Employer has been terminated after January 1, 1957, will be considered as a new employee should he return.

- .3 Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st, will be eligible for half (1/2) the longevity payment in June and each successive semi-annual payment in December and June thereafter. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st, will receive half (1/2) of the longevity payment in December and each successive semi-annual payment thereafter. Employees who are receiving workers' disability compensation payments shall be considered as "on the payroll" for purposes of receiving longevity pay.
- .4 During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his longevity pay based on days worked.
- .5 All compensation for employees is subject to deduction for income tax and retirement benefits.

SECTION 29 - NO STRIKE CLAUSE

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Association take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operation and services of the Employer.

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations.

- .1 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Section, and such action shall not be subject to the Grievance Procedure of this Agreement. In addition, the Employer shall have the right to terminate this Agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.
- .2 The committeemen and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.
- .3 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

SECTION 30 - WAIVER CLAUSE

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 this 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 each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 31 - MAINTENANCE OF STANDARDS--RESIDENCY

The parties acknowledge that there are standards and conditions of employment which are not affected by, or recorded in, this Agreement. The City and the Union intend and agree to maintain those standards and conditions during the duration of this Agreement.

The Union acknowledges the City's commitment to the concept of residency. All persons who were in the bargaining unit prior to August 1, 1986, shall be exempt from the conditions set forth

hereafter. All employees who enter the bargaining unit after August 1, 1986 or who seek to receive promotions after August 1, 1986, and are not exempt, shall be subject to this policy. Said residency shall be accomplished no later than the completion of the probationary period. The Union recognizes that all prospective appointments to the bargaining unit after August 1, 1986, unless exempted, shall as a condition of initial appointment, and as a continuing condition of employment, become and remain residents of the City of Muskegon.

SECTION 32 - VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

SECTION 33 - SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

SECTION 34 - EDUCATION BONUS

Police Officers who have received academic degrees from accredited institutions for curriculum completed in the field of police science shall be entitled to the following bonus: for the

Associate Degree, \$250.00 per twelve months; for the Bachelor Degree, \$500.00 per twelve months.

Said annual bonus shall be pro-rated for bi-weekly pay periods following official notice to the Chief of Police that said degree has been conferred upon the police officer. Said bonus will be payable in one lump sum during the first two (2) weeks of December of each year.

The amount of the bonus shall not be computed for overtime or fringe benefits purposes. Other degrees will be considered for this bonus if they contribute to the service of the Public.

SECTION 35 - PENSION

The parties agree that in prior years Section 15 of the Police-Fire Retirement System (Ordinance No. 748) has been amended with regard to the Muskegon Police Department-Command Officers in this bargaining unit only to read as follows:

Section 15. Upon his retirement as provided in this ordinance a member or former member shall be paid a level straight life pension terminating upon his death or he may elect, within the ninety (90) day period immediately preceding or the twenty (20) day period immediately following the date his retirement begins, to be paid his pension under an optional form of payment provided in section 16 in lieu of a level straight life pension. Subject to section 23, the amount of his level straight life pension shall be equal to 2.0% of his final average compensation multiplied by his credited service, not to exceed thirty-five (35) years. In no case shall the amount of his level straight life pension exceed seventy-five (75%) percent of a patrolman's compensation, as fixed in the City budget for the fiscal year in which he retires.

The parties further agree that after ratification and execution of this agreement, Ordinance No. 748 shall be further amended to provide as follows:

WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS

A member who retires on or after the effective date of the amendment pursuant to Section 12 or Section 13 of the Policemen and Firemen Retirement System Ordinance may elect to be paid a refund of all or part of the accumulated contributions standing to the member's credit in the reserve for employee contributions at the effective date of retirement. A member who terminates City employment with a pension payable pursuant to Section 14 of the Policemen and Firemen Retirement System Ordinance may elect to be paid a refund of all or part of the member's accumulated contributions on the effective date of retirement. Provided, however, that any member who withdraws accumulated contributions prior to the effective date of retirement shall forfeit any right to a pension. Upon election of this refund provision, the retirant's straight life pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table, adopted by the Board of Trustees, and the interest rate, published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement. The retiring member may elect Option A or Option B, as provided for in the ordinances, in conjunction with the refund provision of this paragraph.

SECTION 36 - DURATION AND RENEWAL

This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement shall commence as of

the first day of January, 1986, unless otherwise stated herein, and terminate as of the 31st day of December, 1988. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE

BY Daniel A. Stout
Local President

BY Donald H. DeBoaf
Local Secretary

BY [Signature]
Business Representative

THE CITY OF MUSKEGON

BY [Signature]
Daniel C. Ogelsby, Its Mayor

BY Virginia A. Zugich
Virginia A. Zugich, Its Clerk

12/16/86

APPENDIX A

1986 WAGE SCHEDULE FOR POLICE COMMAND OFFICERS

	<u>1986-January 1 (4%)</u>		<u>1987-January 1 (4%)</u>		<u>1988-January 1 (3.5%)</u>	
	<u>Start</u>	<u>1 year</u>	<u>Start</u>	<u>1 year</u>	<u>Start</u>	<u>1 year</u>
SERGEANT	29,751	30,283	30,941	31,494	32,024	32,596
LIEUTENANT	32,408	32,940	33,704	34,258	34,884	35,457
CAPTAIN	35,065	35,597	36,468	37,021	37,744	38,317

APPENDIX - B

Clarification (Section 17.1):

Court Overtime Pay

Minimum of two (2) hours at one and one-half (1-1/2) time, except when within a two-hour period preceding, or following, officer's regular tour of duty.

If such time is less than two (2) hours, time-and-one-half will be paid for actual time involved.

EXAMPLES:

Regular Duty tour 6:00 A.M. - 2:00 P.M.

Actual Court Time 3:00 P.M. - 3:30 P.M. Due 1-1/2 hours
(2:00 P.M.-3:30 P.M.)

Actual Court Time 2:00 P.M. - 3:00 P.M. Due 1 hour
(2:00 P.M.-3:00 P.M.)

Actual Court Time 3:30 P.M. - 4:00 P.M. Due 2 hours
(2:00 P.M.-4:00 P.M.)

Actual Court Time 4:30 P.M. - 5:00 P.M. Due 2 hour
(Minimum)

Regular Duty tour 2:00 P.M. - 10:00 P.M.

Actual Court Time 1:00 P.M. - 1:30 P.M. Due 1 hour
(1:00 P.M.-2:00 P.M.)

Based upon two points:

- A. Under mandatory overtime, would only be eligible for actual amount as denoted.
- B. No pyramiding of overtime and pay.

APPENDIX - C

Clarification (Section 17.3):

RE: Work day relative to Section 17 - Call-in Time and Court Time
- Paragraph .3, Sentence D.

For those employees whose shift covers more than one calendar day (regular 8-hour shift begins on one calendar day and ends on the next calendar day), the determination of the date worked, or sick leave benefit used, will be:

The date of the shift worked or sick leave used will be the date the 8-hour shift started on, such as March 23 at 7:00pm or at 10:00pm (both shifts would end on March 24).

- A. An employee who calls sick but does appear in court during that regularly scheduled 8-hour shift will have the court appearance time credited as regular duty time and it will not be deducted from the employee's sick leave bank.

Example: Regular Shift - 6:00 am to 2:00 pm
Court Appearance - 2 hours between the hours of 6:00am and 2:00pm.
Credited 2 hours duty time and six (6) hours charged against sick bank.

- B. An employee who appears in court during the day upon which he has called sick but the court appearance is for a time other than his regularly scheduled 8-hour tour of duty will receive overtime pay without regard for his sick leave status.

Example: Regular Shift - 6:00 am to 2:00 pm
Court Appearance - 4:00pm
Two (2) hours overtime pay with 8 hours charged against the employee's sick leave bank.

Summary Statement

Overtime will be paid for all court time not encompassed in an officer's regular 8-hour tour of duty without regard to whether the officer worked his regular shift or whether he was sick and did not work his shift.

