

AGREEMENT

6-30-73

8/26/72

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Battle Creek

THIS AGREEMENT entered into as of this 1st day of September, 1972, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the City, and the ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK POLICE DEPARTMENT, hereinafter referred to as the O.S.P. (Organization of Supervisory Personnel).

WITNESSETH:

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may during the life of this agreement occupy, the job classifications of Police Captain, Police Lieutenant and Police Sergeant and have agreed as follows:

ARTICLE I - GENERAL

Section 1: The City agrees that during the life of this agreement it will not recognize any labor organization other than the O.S.P. as the collective bargaining agent for the employees occupying, or who may, during the life of this agreement occupy, any of the job classifications set forth in Appendix A attached hereto.

Section 2: It is understood and agreed that all present employees covered by this agreement who are members of the O.S.P. shall remain members in good standing for the duration of this agreement as a condition of continued employment. All present employees covered by this agreement who, on the effective date thereof, were not members of the O.S.P. shall, within thirty-one (31) days after the effective date hereof, become and remain members in good standing of the O.S.P. or cause to be paid to the O.S.P. a representation fee equivalent to their fair share of the O.S.P.'s cost of negotiating and administering this collective bargaining agreement as determined by the O.S.P. All police officers who are assigned and/or promoted to any Supervisory position covered by this agreement

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Battle Creek, Michigan 49014

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after the effective date hereof, shall become and remain members of the O.S.P. in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this collective bargaining agreement as determined by the O.S.P. within thirty-one (31) days after the date of assignment and/or promotion.

Section 3: For those employees who are or become members of the O.S.P. and who properly execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State Law, the City agrees to deduct from the third paycheck of each month the regular monthly dues and fees in the amounts certified to the City by the Financial Secretary of the O.S.P. and to forward the same to said Financial Secretary within fifteen (15) calendar days thereafter.

Section 4: The O.S.P. agrees to indemnify and save the City harmless from any and all claims, suits and other forms of liability that may arise out of or by reason of the City's compliance with Sections 2 and 3 above.

Section 5: The O.S.P. recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreements, all rights to manage, direct or supervise the operations of the City and the employee are vested solely and exclusively in the City.

(a) The parties recognize that the responsibility for operating the department rests with the Chief of Police and that changes in working rules and regulations and past practices may be made from time to time. Prior to making such changes, the Chief will consult with the negotiating committee of the ORGANIZATION OF SUPERVISORY PERSONNEL.

Section 6: The City and the O.S.P. recognize and agree that for the duration of this agreement neither shall discriminate against any employee or assignee because of such person's race, color, creed, sex, age, nationality or political belief. Nor shall the City or its agents nor the O.S.P. its agents or members discriminate against any employee because of his membership or non-membership in the O.S.P. as defined in Article I, Section 2.

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Section 7: In the event any new supervisory position is created in the ranks within the Battle Creek Police Department below the rank of Chief, the City shall notify the O.S.P. of the proposed position and its function within the department prior to the establishment thereof. The City and representatives of the O.S.P. shall then meet at a mutually agreeable time, not to exceed ten (10) days after notification to the O.S.P. to determine the relation of the position with regard to membership or non-membership in the O.S.P. bargaining unit.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement.

Section 2: All complaints shall be discussed orally with the employee's immediate supervisor, and if the matter is not resolved by discussion, the following procedure shall apply:

FIRST STEP: Within eleven (11) calendar days after the employee has knowledge of the event or occurrence upon which the grievance is based the employee shall reduce the grievance to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, sign the grievance and present said grievance to the Chief of Police. The Chief shall meet with the aggrieved employee to discuss the grievance within five (5) days after receipt of the written grievance. The Chief of Police shall give a written answer to the aggrieved employee within seven (7) calendar days after the meeting.

SECOND STEP: If the grievance has not been settled at the First Step, it shall be appealed within seven (7) calendar days after receipt of the First Step answer to the Director of Employee Relations for a meeting between the City's grievance committee, consisting of the Chief of Police and the Director of Employee Relations and one additional designated representative and the O.S.P. Grievance Committee. Such meeting must be held no later than seven (7) calendar days from the time the appeal has been taken to this step, and the City must answer the grievance in writing within seven (7) calendar days after such meeting.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled and the O.S.P. desires to carry the grievance further, it shall submit such grievance to arbitration by the American Arbitration Association in accordance with its voluntary labor arbitration rules, then pertaining, providing such submission is made within thirty (30) calendar days after receipt by the O.S.P. of the City's

Second Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the O.S.P. The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the O.S.P.

Section 3: Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure. In the event the City fails to reply to the first and second steps of the grievance procedure within the time limits provided (including mutually agreed extensions), the City will assume the cost of arbitration. In the event the grievance is not appealed by the O.S.P. to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the O.S.P.

Section 4: Meetings of the joint grievance committees provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. the day for which they are scheduled. The O.S.P. committee members, not to exceed a total of three (3) in number, shall be paid at their straight-time hourly rate of pay for all time away from their regularly scheduled work to attend grievance meetings but not to exceed twenty (20) minutes prior to the start of such meetings.

Section 5: The City shall be promptly informed in writing as to the membership of the O.S.P.'s Grievance Committee and any changes therein. The O.S.P. shall be promptly informed in writing as to the membership of the City's Grievance Committee and changes therein.

Section 6: Grievances on behalf of the entire O.S.P. shall be filed by the O.S.P. Grievance Committee and shall be processed starting with the First Step of the grievance procedure.

Section 7: The parties hereto agree that any suspension or discharge is recognized to be the decision of the Chief of Police. Any suspension or discharge occurring as a result of authority delegated to a subordinate supervisor shall be temporary, contingent upon concurrence with the Chief of Police.

Section 8: The O.S.P. representative, during their working hours, without loss of time or pay, may investigate or present grievances, in accordance with the grievance procedure, to the City provided they notify the Chief of Police that they will be absent for such purposes and, provided further, that, if necessary and in those cases where a replacement is required, they will wait until such replacement is acquired. It is understood that such replacement will not require any overtime.

### ARTICLE III - DISCHARGE AND DISCIPLINE

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto, is presented to the City's Grievance Committee as provided in Step 2 of Article II within seven (7) calendar days after such discharge or after the start of such suspension.

- A) The Chief of Police agrees to promptly notify in writing the employees O.S.P.'s representative or in his absence, the Chairman of the O.S.P.'s Grievance Committee of such suspension or discharge and shall furnish copies of the charges, specifying incident(s), time(s) and date(s).

- B) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his O.S.P. representative or, if he is not readily available, with the Chairman of the grievance committee before being required to leave the property of the City. The City shall make available a suitable area which is private where the suspended or discharged employee may discuss his suspension or discharge with his O.S.P. representative.

#### ARTICLE IV - SALARIES

Section 1: Effective as of the 2ND day of JULY, 1972 and for the life of this agreement, the salary schedule set forth in Appendix A attached hereto and by this reference made a part hereof shall remain in full force and effect.

#### ARTICLE V - VACATIONS

Section 1: The provisions of this Article shall become effective for and apply to vacations taken during the calendar year 1972 and thereafter.

Section 2: Employees who have completed one (1) or more years of continuous service with the City since their last hiring date shall receive vacation with pay in accordance with the following:

- A) Employees who, at the anniversary date of their employment, have completed one (1), but less than two (2) years of continuous employment since their last hiring date shall be entitled to one (1) week of vacation with pay.
- B) Employees who, at the anniversary date of their employment, have completed two (2), but less than ten (10) years of continuous employment since their last hiring date shall be entitled to two (2) weeks of vacation with pay.
- C) Employees who, at the anniversary date of their employment, have

completed ten (10), but less than twenty (20) years of continuous employment since their last hiring date shall be entitled to three (3) weeks of vacation with pay.

- D) Employees who, at the anniversary date of their employment, have completed twenty (20) or more years of continuous employment since their last hiring date shall be entitled to four (4) weeks of vacation with pay.

Section 3: A week of vacation pay as provided for in Section 2 above shall equal forty (40) hours of pay at the employee's straight-time hourly rate as of the anniversary date upon which he qualified for vacation. Vacation paychecks shall be delivered on the last regularly scheduled payday immediately preceding the start of the employee's vacation, if it is requested by the employee. The City shall determine the number of employees who can be excused for vacation purposes at any one time. When a holiday falls within the employee's vacation, the vacation will be extended for one (1) day continuous with the vacation.

Section 4: A day of vacation pay as provided for in Section 2, above, shall equal eight (8) hours of pay at the employee's straight-time rate of pay at the time the employee takes his vacation. In the event an employee reports for duty at the direction of the Chief while he is on his day off or on vacation, he shall be paid for the first 24 hours worked at time and one-half his regular rate with a minimum of four (4) hours pay at time and one-half, in addition to vacation pay, or vacation, at the employee's option.

Section 5: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after his anniversary date of any calendar year upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of his anniversary date and his pro-rata share of vacation earned thereafter until such time as he leaves the employment of the City. If an employee quits or is



discharged prior to his anniversary date upon which he would have qualified for a vacation with pay, he will be entitled to only that portion of vacation pay which he earned as of the date he quit or is discharged.

ARTICLE VI - LONGEVITY PAY

Section 1: Effective the First (1st) day of July, 1972, the City agrees to initiate a longevity pay program whereby it pays to all O.S.P. employees, who qualify for such, the amount set forth below:

- A) To those full-time, permanent employees who, as of July 1 of each year, have completed seven (7) or more years of continuous service and who are still full-time, permanent employees as of December 1 of the same year, the City will grant, on the payday following said December 1 of each year, an amount equal to two and one-half percent (2½%) of such employee's base salary as of his qualifying date (July 1) but in no case shall this amount exceed \$250.
- B) To those full-time, permanent employees who, as of July 1 of each year have completed twelve (12) or more years of continuous service and who are still full-time, permanent employees as of December 1 of the same year, the City will grant, on the pay day following said December 1 of each year, an amount equal to five per cent (5%) of such employee's base salary as of his qualifying date (July 1), but in no case shall this amount exceed \$500.
- C) An employee's base salary shall be determined by multiplying his straight-time hourly rate by two thousand and eighty (2,080).
- D) Any employee who terminates his employment for any reason after July 1 of any year shall receive, on the payday following December 1 of that year, that amount of longevity to which he became entitled as of July 1.

- E) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.
- F) Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro-rata share shall be equal to the number of complete months past the qualifying date of July 1 and shall be payable on the last paycheck paid to the employee.

ARTICLE VII - INSURANCE

Section 1: It is understood and agreed that the City will continue to pay the hospitalization (Federal Life and Casualty, Policy 371 or equal), for the O.S.P. members, for the employees and their eligible dependents. It is understood and agreed that the City's monthly contribution shall not exceed \$45.00 for the employees and the employee's eligible dependents.

(a) It is understood and agreed that O.S.P. members may have the option, upon retirement, to continue the hospitalization plan in effect at the time of retirement subject to the following limitations:

1. The employee shall pay the cost of the plan which shall not exceed the group monthly rate of the City for the equal coverage of a current O.S.P. employee.
2. The employee shall not be eligible for the above if the retired employee earns, from outside sources, the difference between his annual retirement allowance and his last annual salary.

Section 2: The City agrees, for the life of this agreement, to maintain the level of City paid group insurance benefits in effect for permanent and full-time employees as of this date with an insurance carrier or carriers authorized to transact business in the State of Michigan on the basis and under the same conditions as prevailed immediately prior to the execution of this agreement.

(a) Effective upon the signing of this contract, the City agrees that the amount of City paid term life insurance for all permanent, full-time Sergeants is \$13,000, Lieutenants, \$14,000 and Captains \$16,000.

ARTICLE VIII - SICK LEAVE

Section 1: Effective September 1, 1972, the following sick leave program shall be in effect:

(a) If accidental bodily injury shall be sustained by an employee while insured hereunder and shall, from the date of the accident, directly and

independently of all other causes, result in the total disability of such employee, the Company will pay periodically, commencing with the first day of such continuous disability, a weekly indemnity at the rate of the Weekly Indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the Company will pay a one-seventh (1/7th) part of the Weekly Indemnity for which such employee is insured.

(B) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. For which the employee is not regularly treated by a legally qualified physician.
2. Resulting from intentionally self-inflicted injury or attempted self-destruction.
3. Resulting from injury sustained as a result of war, declared or undeclared, or any act, incident thereto or engaging in a riot.
4. Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

(C) If sickness shall cause total disability and if such disability begins while the employee is insured hereunder, the Company will pay periodically, commencing with the eighth (8th) day of such disability a weekly indemnity at the rate of the Weekly Indemnity for which such employee is insured for the period of such continuous disability, but not to exceed twenty-six (26) weeks for any one sickness. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the Company will pay a one-seventh (1/7th) part of the Weekly Indemnity for which the employee is insured.

(D) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. For which the employee is not regularly treated by a legally qualified physician.

2. Resulting from sickness contracted as a result of war, declared or undeclared, or any incident thereto, or engaging in a riot.
3. Resulting from pregnancy, childbirth or miscarriage.
4. For which the employee is entitled to indemnity in accordance with the provisions of any Workmen's Compensation or Occupational Disease Act or similar law.

(E) Payment shall not be made under both the Weekly Indemnity Accident Insurance and the Weekly Indemnity Sickness Insurance provisions in respect of any day of disability.

(F) Successive periods of disability, whether under the Weekly Indemnity Accident Insurance or under the Weekly Indemnity Sickness Insurance, will be considered due to one accident or sickness unless the successive periods are separated by the employee's return to full-time, active work with the City for at least six (6) full months.

(G) Total disability, as used herein, shall mean:

1. Complete inability of the insured employee to perform any of the duties of his regular occupation or employment during the continuous disability after the elimination period and not engaged in any other substantially gainful employment or occupation and thereafter -
2. Complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience.
3. In the event of disagreement on total disability, a three (3) doctor panel will be convened, one (1) paid by the employee and two (2) paid by the City. The majority opinion by the doctors will be final and binding on the parties.

(H) The following Weekly Indemnity benefits begin with the first day of disability due to an accident and on the eighth (8th) day due to a sickness.

Benefits are not included for disability caused by pregnancy:

Present Weekly Earning Based on a Forty (40) Hour Week	Weekly Benefits
\$200 to \$244	\$135
\$245 to \$269	\$170
\$270 to \$303	\$190
\$304 and above	\$210

(I) The above benefits shall be for a maximum period of twenty-six (26) weeks.

Section 2: All accumulated sick leave credits through September 1, 1972 will be frozen and shall be in effect at the rate of pay on July 1, 1972 and may be used by employees who have such benefits during the period of sickness from the first to the eighth (8th) day under the provisions of the sickness and accident insurance policy when such policy does not provide payment.

Section 3: Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated paid sick leave subject to the following limitations:

- (a) Paid emergency leave for critical illness or death of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then-current spouse, his child or parent for a period of not to exceed three (3) regularly scheduled working days at any one time.

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Section 4: Upon retirement or death of an employee, the employee or his ~~estate~~ *Named Beneficiary* shall receive an amount equal to the remaining unused sick leave pay.

Section 5: In order to qualify for sick leave payments, the employee must (1) for those short-term illnesses (contemplated to be of less than a week's duration), notify his department in accordance with the personnel policy prior to his normal starting time on each day of the absence and must (2) for those long term illnesses (contemplated to be of more than a week's duration), notify the department prior to his return from such absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

Section 6: Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE IX - SERVICE AND SENIORITY

Section 1: Service shall be defined as permanent, full-time employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City, since which he has not quit, retired, been transferred outside the Police Department, or been justifiably discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided as in Section 4.

Section 2: Seniority shall be defined as an employee's length of continuous service with the Battle Creek Police Department since his last hiring date. "Last hiring date" shall mean the date on which an employee first reported for work with the Battle Creek Police Department at the direction of the City, since which he has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence of less than 60 calendar days, vacations, sick or accident leaves, suspensions, military leaves or for layoffs due to lack of work or funds, except as hereinafter provided as in Section 4.

Section 3: An employee's service seniority shall be terminated:

- (a) If he quits, retires or is discharged for cause.
- (b) If, when recalled to work following a layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work within fifteen (15) calendar days after a written notice by certified mail if such recall is sent to his last address on record with the City.

- (c) When an employee has been laid off for lack of work or funds for a period in excess of twenty-four consecutive months or for a period equal to his length of seniority, whichever is less.
- (d) Any member's seniority in rank/grade shall be terminated only upon transfer out of this bargaining unit for cause as a disciplinary measure. Any member so transferred shall have no vested right to seniority in rank/grade credited to him as a result of subsequent promotional appointment.

Section 4: An employee's seniority service shall not accrue:

- (a) During a period of leave of absence without pay exceeding 60 calendar days.

Section 5: Seniority in rank/grade shall be defined as an employee's length of service since his promotion or appointment to that rank/grade. Seniority in rank/grade shall apply preference for shift assignment, vacation and time off. If two or more employees receive a promotion on the same date, to the same or equal rank/grade, the seniority in rank/grade shall be determined by their uninterrupted seniority since their last departmental hiring date. In the event that two or more employees have been promoted to the same or equal rank/grade on the same date, and their last hiring date is the same, their names shall appear on the rank/grade seniority list alphabetically.

- (a) If it becomes necessary to reduce the number of employees in any rank/grade within this bargaining unit, employees shall be reduced in rank/grade on the basis of inverse order of seniority in rank/grade. Employees removed from a rank/grade may exercise their seniority in any lower classification in which they have seniority. Employees shall be recalled in accordance with their seniority in rank/grade.

Section 6: When it is necessary to promote an employee to fill a new, permanent job classification or a permanent vacancy in an existing job classification, such permanent job or vacancy shall be posted on the appropriate bulletin boards throughout the Police Department for a period of seven (7) calendar days during which time employees may submit a request for such job or vacancy.



Section 7: All examinations for promotions shall be practical in their character and shall relate to such matters and include such inquiries, as will fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the promotion sought by them. All examinations shall be open to all applicants who have fulfilled the preliminary requirements as set forth in writing by the Chief.

Section 8: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he had been promoted, which will result in a pay increase. Upon completion of his probationary period not to exceed one (1) year, he shall receive the incremental step increase which will advance him one step in the pay scale for the job he was thus awarded.

Section 9: The probationary period is not to exceed one (1) year, is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent, full-time employee in that rank/grade, and a probationary employee may be reduced to his former rank/grade at the discretion of the City during such period and shall be notified of the reason in writing at the time of his reduction.

#### ARTICLE X - LEAVES OF ABSENCE

Section 1: The City may grant a leave of absence for personal reasons of not-to-exceed thirty (30) calendar days without loss of seniority to an employee who has completed six (6) months of continuous service, provided he obtains advance written permission from the Chief of Police.

Section 2: An employee who because of illness or accident is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability provided (1) that he promptly notifies the City

of the necessity thereof, (2) that he supplies the City with a certificate from a medical/osteopathic doctor of the necessity for the continuation of such absence when the same is requested by the City and (3) that such leave of absence shall not exceed two (2) years.

Section 3: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any Civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government, shall be paid the difference, for up to two weeks in any one calendar year, if any, between what they received in the form of pay therefore and what they would have received from the City had they worked during such period.

Section 4: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 5: The City will allow an employee injured on-the-job and eligible for Workmen's Compensation to draw the difference between the Workmen's Compensation check and his normal net rate of pay (Less Federal, State and City taxes). However, a three (3) member board shall be created consisting of a representative of the O.S.P., Chief of Police and Director of Employee Relations to establish responsibility in instances of duty-connected injuries. If the injury is ruled non-preventable on the part of the injured employee, he shall continue to receive the above mentioned compensation. If the injury is ruled preventable on the part of the injured employee, the employee shall be charged the difference between

Workmen's Compensation and his net check be drawing on his accumulated sick leave or holiday leave bank. Awards specified in this section shall be made based on the salary at the time of the injury and for a period not to exceed six (6) months from the date of the injury. However, the board shall review the duty-connected injury at the end of six (6) months and may grant an additional period up to six (6) months. All board decisions shall be by majority. <sup>PA</sup> <sup>SU</sup> ~~(and shall be final.)~~

#### ARTICLE XI - REPRESENTATION

Section 1: Employees within the bargaining unit shall be represented by one (1) O.S.P. representative for each rank. The O.S.P. shall furnish the City a list of the O.S.P. representative at their assigned areas and shall keep the list current at all times. Alternate O.S.P. representatives may be appointed by the local O.S.P. committee to serve in the absence of the regular O.S.P. representative.

#### ARTICLE XII - PREMIUM PAY

Section 1: Time and one-half the employee's regularly hourly rate of pay will be paid for an approved time necessarily spent on-the-job (including in-service training), in excess of eight (8) hours per day or forty (40) hours per week. However, it is understood and agreed that when an employee is scheduled and works two shifts on the same day, which are not consecutive shifts, he will not receive overtime for the second shift.

- (a) It is understood that the position of Police Captain is exempt from overtime payment for In-Service Training.
- (b) All premium pay earned shall be paid along with the employee's regular pay, the pay day immediately following the week in which the premium pay was earned.

Section 2: An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of two hours at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate, or with the actual hours worked at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate, whichever is the greater, unless such time shall be continuous with his scheduled work, in which case he shall be paid at his overtime rate.

Section 3: Whenever it is necessary for an off-duty officer to appear: (1) in court, (2) before the Prosecutor or his representative or, (3) before any other official body or investigatory agency on matters pertaining to police business, he shall be paid a minimum of two (2) hours at time and one-half or time and one-half for the total time spent until released for the day, whichever is greater. Employees shall have the option of "banking" said time and one-half ( $1\frac{1}{2}$ ) in lieu of the pay. The future use of the employee's "banked" time may be used with the approval of the Chief of Police or the Acting Chief of Police.

Section 4: In the event an employee is scheduled for and works any recognized holiday, he shall receive time and one-half ( $1\frac{1}{2}$ ) his regular hourly rate in addition to his regular pay. (Employees will also have the option of "banking" eight (8) hours in lieu of their regular pay. The future use of the employee's "banked" time may be used with the approval of the Chief of Police <sup>PH</sup> or the Acting Chief of Police.

Section 5: All permanent, full-time employees, shall be entitled to receive the following paid holidays provided they qualify for such pay as set forth below: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day and one-half day on Good Friday.

- (a) To qualify for pay hereunder, the employee must work the last work day before and the first work day after the holiday or be on authorized leave with pay or authorized vacation or at the discretion of the Chief of Police.

- (b) An employee shall receive eight (8) hours pay at his regular straight-time rate for such holidays.
- (c) In the event an employee is requested to work any of the above holidays, he shall receive, in addition to his holiday pay, an amount equal to one and one-half times his regular rate of pay for those hours worked.

#### ARTICLE XIII - MISCELLANEOUS

Section 1: It is understood and agreed that the present clothing practice for supervisors be continued. The City shall pay for cleaning and maintenance of uniforms for all supervisory personnel.

Section 2: It is understood and agreed that all equipment to be used by O.S.P. members is to meet minimum City and State safety standards and it is further agreed that a representative will be added to the established Safety Loss Committee from the Battle Creek Police Department.

Section 3: The City will provide each member of the O.S.P. with a handbook stating the rules and regulations of the Police Department and a copy of this agreement not later than 30 days after the effective date of this agreement.

Section 4: When any supervisor is required to assume a higher position, for more than five (5) consecutive regularly scheduled working days, they shall be compensated at a rate of pay equal to the higher position, commencing with the first working day the responsibilities were assumed.

Section 5: The City shall furnish as now provided at no cost to the employee, all necessary weapons and equipment.

Section 6: All O.S.P. members are presumed to be subject to duty twenty-four (24) hours per day. Therefore, any action taken by a member of the O.S.P. on his time-off, which would have to be appropriate if taken by an officer on duty, shall be considered police action and the officer shall have all the rights and benefits as if he had been on active duty at the time he took the action.

Section 7: Pay days shall be on a weekly basis.

ARTICLE XIV - BENEFICIARY

Section 1: In the event of the death of any member of the O.S.P. while employed by the City, payment to the named beneficiary on record with the Personnel Office, of a deceased member, shall be made for all benefits which he may have accrued as a result of his employment. Benefits to be paid on a pro-rata basis as of the day of the employee's death.

ARTICLE XI - DURATION

Section 1: This agreement shall become effective as of the 2nd day of July, 1972 and shall remain in full force and effect through the 30th day of June, 1973 and from year to year thereafter unless either party hereto serves a written notice upon the other of at least ninety (90) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO have caused this agreement to be executed on the day and year first above written.

Organization of the Supervisory Personnel  
of the Battle Creek Police Department

City of Battle Creek

/s/ Robert L. Hauptstading  
Chairman, OSP Negotiating Committee

/s/ Deepest Board  
City Manager

/s/ Richard P. Smith  
Member, OSP Negotiating Committee

/s/ Lawrence B. Cook  
Chairman, City Negotiating Committee

/s/ John E. Smith  
Member, OSP Negotiating Committee

/s/ W. Larry Collins  
Member, City Negotiating Committee

/s/ Russell R. Wholes  
Alternate Member, OSP Negotiating Committee

Dated this 1st day of September, 1972

APPENDIX "A"

Effective July 2, 1972

<u>Sergeant</u>	<u>6 Month Step</u>	<u>Maximum Rate</u>
Annual	\$12,880.00	\$13,557.40
Weekly	\$247.69	260.72
Hourly	6.19230	6.51798

<u>Lieutenant</u>	Annual	\$14,871.80
	Weekly	286.00
	Hourly	7.14990

<u>Captain</u>	Annual	\$16,790.40
	Weekly	322.90
	Hourly	8.07231

# CITY OF BATTLE CREEK, MICHIGAN

Personnel Office  
Room 200, City Hall



Mr. T. B. Gocha  
Director of Employee Relations

August 28, 1972

Mr. Robert Houghtaling, Chairman  
Organization of Supervisory Personnel  
of the Battle Creek Police Department  
c/o Battle Creek Police Department  
City of Battle Creek

Dear Mr. Houghtaling:

Re: Letter of Intent

It is the intent of the City of Battle Creek to interpret Article VIII, Sick Leave, Section 1, Subsection (G)2, which reads . . . . "complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience", in the following manner:

An employee who is disabled from his regular assigned position in the Police Department with an accident or sickness which may disable him from ever returning to that assigned position in the Police Department again, may be re-trained for another position outside the Battle Creek Police Department dependent upon an evaluation by qualified medical and psychological personnel selected by the City for the review of the injured employee and the proposed then occurring vacant position.

If a period of re-assignment is necessary, during such period of re-assignment continuous with the end of the Sickness and Accident period, the employee shall be paid at the rate of pay the individual was earning under the Sickness and Accident Plan Weekly Benefits for an additional six (6) month adjustment period. After which time the employee shall receive the pay assigned the position for which the employee is qualified and has been so selected.

The City reserves the right of final decision in all such cases as to the type of position the above mentioned evaluation may indicate and the type of training needed for such position.

This letter of intent does not limit or abridge any other section of this contract but is intended only to clarify this subsection.

Yours truly,

A handwritten signature in dark ink, appearing to read "T. B. Gocha", is written over a horizontal line.

T. B. Gocha  
Director of Employee Relations  
Chairman, City Negotiation Team