

Dec. 31, 1976

Roosevelt Park Patrolmen's Assoc.
1520 Princeton St.
Muskegon, Mi.
49441

A G R E E M E N T

This Agreement made and entered into this 14 day of APRIL, 1976, by and between the City of Roosevelt Park, a Municipal corporation, having its offices at 900 Oakridge Road, Roosevelt Park, Michigan, party of the firstpart, hereinafter termed the "Employer", and the Roosevelt Park Patrolmans' Association, part of the second part, hereinafter called the "Association".

ARTICLE I

RECOGNITION, ASSOCIATION SECURITY AND DUES

Section 1. The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the Employer for all full-time police patrolmen only of the City of Roosevelt Park Police Department, excluding all other City employees. Sergeants, temporary, part-time and seasonal employees are not covered under this Agreement.

City of Roosevelt Park.

Section 2. All employees covered by this agreement who are members of the Association or who are paying a reasonable service charge for representation by the Association on the 31st day after the date of this Agreement, or who voluntarily become members or pay such service charge thereafter will be required as a condition of employment to maintain such membership or pay such charge for the term of this Agreement; provided, however, that at any time within the period fifteen (15) days prior to the expiration of this Agreement any such employee may withdraw from membership or discontinue payment of such charge, by giving the Employer notice in writing of his intention to do so. Membership in the Association is defined to mean the payment of the regular and uniform dues charged to all members of the Association.

Section 3. The Employer agrees to deduct periodically from the pay of each employee who is an Association member all dues and/or initiation fees of the Association and pay such amount to said Association for each and every employee who is a member of the Association, provided, however, that the Association presents to the Employer authorization signed by such employees who are Association members allowing such deductions and payment to the Association.

ARTICLE II

EXTRA CONTRACT AGREEMENTS

The Employer agrees that it will not enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The employer 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.

Section 2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically, including the right to:

(a) Decide the services to be performed, and the quantity and quality of these services; the materials and equipment to be used; and the discontinuance of any service, material or equipment; and the methods of performing the services.

(b) Institute technical changes or determine maintenance and repair work, and office services.

The right to subcontract police services, obtain additional police assistance or to continue reciprocity programs shall be maintained, except that it shall not be used to cause the layoff of a regular full-time employee or cause a reduction in his scheduled hours of work.

(c) Determine the number, location and types of its buildings and facilities or move operations from one location to another.

(d) Determine the size of the work force, to hire, assign and lay off employees.

(e) Direct the work force, assign work, determine the number of employees assigned to any operation.

(f) Determine the number of hours to be worked; establish work schedules; and assign employees to work overtime.

(g) Discipline and discharge for cause; adopt, revise and enforce reasonable working rules; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(h) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within a department; require employees to perform work on an occasional basis, not related to general police duties, as has customarily been performed in the past; require employees to give instruction to other employees.

ARTICLE IV

NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Association that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, sex, national origin or protected age status, all as is provided by applicable laws.

Section 2. Any claim of discrimination shall be processed solely through the appropriate administrative agency and not as a grievance under this Agreement.

ARTICLE V

NO STRIKES AND NO LOCKOUTS

During the life of this Agreement, the Association 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 service, interference of the operations and services, strike or picketing of the Employer's operations or buildings or premises.

Section 1. The Association agrees it will take all available affirmative action to prevent or stop any of the activity referred to above by promptly notifying the employees in writing with a copy to the Employer that it disavows these acts; that they are unlawful and discharge may occur. The Association further agrees that the Employer shall have the right after twenty-four (24) hours to discipline (including discharges) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of Article VI. Such unlawful action shall give the Employer the right to terminate this Agreement by notice in writing to the Association.

Nothing in this Agreement shall be construed as limiting the Employer's right to seek appropriate legal remedy for any violation of this Article.

Section 2. The Committee men and officers of the Association 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.

Section 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.

ARTICLE VI

GRIEVANCES

Section 1. The Association shall be entitled to form a grievance committee consisting of two members: the Business Agent and any member of the bargaining unit.

Section 2. Meetings of the grievance committee may be called at reasonable intervals upon agreement of the committee members and the Employer.

If the meeting is scheduled during the regular scheduled working time of the committee member, he shall be compensated as time worked at his regular rate of pay.

Section 3. A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation,

application of, or compliance with, the provisions of this Agreement. All grievances to be valid must be presented within seven (7) calendar days of its occurrence.

Section 4. Any alleged violation of this Agreement or any disagreement as to the interpretation of application of this Agreement shall be considered matters subject to review through the following Grievance Procedure:

Step 1. An attempt shall be made to adjust grievances on an informal basis between the employee and, if he desires, his designated representative, and the Chief of Police within seven (7) working days of the incident causing the grievance. Upon request of the employee, such adjustment shall be made in writing.

Step 2. If the grievance is not adjusted to the satisfaction of the employee involved, the grievance shall be submitted in writing by the employee and/or his designated representative within the next seven (7) calendar days to the City Manager. All written grievances must be signed by the employee. The City Manager shall meet with the employee and/or his representative within ten (10) working days of receipt of the written grievance. The City Manager shall, within seven (7) working days of that meeting, submit a written answer to the employee and the Association President.

Step 3. In the event the grievance is not adjusted to the satisfaction of the employee under Step 2, the grievance shall be submitted in writing by the employee and/or

his designated representative within the next seven (7) calendar days to the Police Committee of the Board of Commissioners of the City of Roosevelt Park. The Police Committee shall, within seven (7) working days, submit a written answer to the employee and Association President.

Step 4. If the grievance is not adjusted to the satisfaction of the employee involved after the completion of Step 3, the grievance shall be submitted in writing by the employee and/or his designated representative within the next seven (7) calendar days to the City of Roosevelt Park City Commission. The City Commission shall, within seven (7) working days following its next scheduled meeting submit a written answer to the employee and the Association President. If the grievance is not settled by the receipt of the answer by the employee from the City Commission the procedures governing compulsory and binding arbitration, as set forth in MSA Section 17.455 (31) - (47), shall be followed.

Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by management, if the Association does not move to the next step within the time limits. If the City does not comply with time limits, the grievance moves to the next step.

The time limits may be extended by written agreement between the parties.

ARTICLE VII

SENIORITY

Section 1. An employee's seniority is defined as the employee's continuous length of service with the Employer in the bargaining unit from his last date of hire. In case employees have their first pay period begin on the same day, seniority will be established by alphabetical order of surname.

Section 2. Probationary Period.

(a) During the first year of employment an employee shall be on probation and he shall be without seniority and subject to layoff or discharge without cause during the probationary period.

(b) The Employer shall have no obligation to re-employ an employee who is laid off or discharged by the Employer during his probationary period, except that the Association shall have the right to process a grievance for any such employee if it is claimed that his discharge or layoff was due to lawful Association activity.

Section 3. Within thirty (30) days after the signing of this Agreement the Employer will post a seniority list on the bulletin board and furnish a copy thereof to the Association, which list shall be conclusive unless objection is made within ten (10) days after posting. Upon request by the Association, the Employer agrees to provide a seniority list of the employees provided such request is not made more than once in each twelve (12) months.

Section 4. Any employee with seniority who, prior to the effective date of this Agreement, was performing work now in the bargaining unit or after the effective date of this Agreement was or is transferred from the bargaining unit to a position outside the unit shall retain the seniority accumulated while in the unit and shall not accumulate seniority while out of the unit.

Section 5. Layoff Procedure. Except for temporary layoff of one (1) day, whenever it becomes necessary to lay off employees, the Employer will notify the employees twenty-four (24) hours in advance of the layoff if possible. When the layoff is intended for more than one (1) day, the following procedure shall be used:

(a) Recall shall be in reverse order of layoff. The employee will be called by telephone or be notified by certified mail at his last address on record.

(b) Any employee so notified who fails to report to work within seven (7) working days after proper notification shall be considered to have quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer's Personnel Department.

Section 7. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list and be terminated in the event:

(a) He is discharged for just cause; or

(b) He quits; or

(c) He accepts employment elsewhere while on a leave of absence or is self employed for the purpose of making a profit during a leave of absence without the Employer's written permission to do so; or

(d) He fails to report for work on the first working day after expiration of a leave of absence, unless otherwise excused; or

(e) He fails to report for work in accordance with the layoff procedure after he has been properly notified to do so; or

(f) He is absent from work without permission for two (2) consecutive working days.

ARTICLE VIII

HOURS OF WORK

Section 1. Schedules of Service. Work periods, schedules or shifts and the staffing thereof shall be established in the judgment of the Employer and may be revised from time to time in order to meet the requirements of service.

The normal, average work week shall be forty (40) hours, consisting of five (5) shifts of eight (8) hours each in any twenty-four (24) hour period, it being understood that the nature of the duties involved and the requirements of service to the public cannot act as a guarantee of any regularity in working hours.

Section 2. Overtime Pay. Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eighty (80) hours in a two-week pay period. All overtime must be approved by the Chief of Police.

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over eight (8) hours in a twenty-four (24) hour period, under the following conditions:

(a) The twenty-four (24) hour period shall commence with the start of the employee's regular shift.

(b) The overtime work is not caused by a shift schedule change or the exchange of shift schedules between employees (with the Chief of Police approval).

(c) The overtime is approved by Chief of Police.

(d) The overtime is for more than thirty (30) minutes beyond the regular shift, in which event the overtime commences at the end of the eight (8) hour shift.

Section 3. Assignment of Overtime. Employees covered by this Agreement are expected to perform those overtime services which occur in connection with and beyond their regular shift assignment.

Other overtime required and occasioned by additional shift or partial shift assignment shall be offered on a rotation basis so that over a twelve-month period there is a reasonable equalization among eligible employees.

In the event that the Chief of Police should excuse the working of the overtime assignment, it shall be credited as

hours worked for the purpose of equalization.

Part-time employees may be used for the purpose of covering for the absence of other part-time employees, and the Chief of Police, in his discretion, may cover other overtime assignments with regular full-time employees, or if such full-time employees are not then available, part-time employees, or take such assignment himself, considering the following factors:

- (a) The equalization policy;
- (b) The cost of the service;
- (c) Available manpower;
- (d) Maintenance of an auxiliary force.

Section 4. Full-time officers will be eligible for overtime during legal appearances for the City of Roosevelt Park. A minimum of 2 (2) hours overtime will be paid for an appearance, with morning and afternoon appearances regarded separately.

ARTICLE IX

SICK LEAVE

Section 1. Each employee, upon completion of his probationary period, shall be credited with twelve (12) days of sick leave and thereafter, it shall be accumulated at the rate of one (1) day of sick leave for each month of service, with no more than sixty (60) days accumulation. After six (6) months of service, not more than six (6)

sick leave days may be used in advance.

For purposes of defining a month of service, it shall include holidays, vacation time and paid-for sick leave days off on compensable injury.

Section 2. A sick leave day used by an employee shall result in one day of sick leave credit cancelled, with no loss in pay for what would have otherwise been earned on that day. Such day must be used for a regularly scheduled work day. For purposes of computation, a day of sick leave pay shall be determined by dividing his annual salary by 2080 hours.

Section 3. The Employer reserves the right to request, initially and from time to time thereafter, medical verification of the illness or injury for which sick leave is requested.

Section 4. If sick leave days are used during vacation days, such vacation day and pay is cancelled and shall be rescheduled for a later time.

Section 5. Sick leave may be used for an employee's illness or injury, other than that arising out of his employment for which Workmen's Compensation is provided.

Section 6. Employees are expected to notify the Chief of Police of their expected absence as soon as reasonably possible, but not later than the start of their shift. Failure to do so may result in the loss of sick pay for that day.

Section 7. In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer, in its discretion, for exceptional circumstances, may grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ARTICLE X

BEREAVEMENT

Section 1. Permanent employees, upon written request, will be granted up to five (5) consecutive days leave with no loss of regular wages to attend the funeral of his or her spouse, child or parent; and three (3) days for the death of the spouse's parents or the critical illness of the spouse or a child.

ARTICLE XI

HOLIDAYS

Section 1. Employees with seniority who meet the requirements of Section 2 below shall be eligible for the following paid holidays:

New Year's Day
1/2 Day Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
1 Day Before Christmas
Christmas Day
1/2 Day Before New Year's

Section 2. Eligibility Requirements. In order to qualify for holiday pay the employee must have worked on his scheduled workday preceding and following the holiday, unless off work on vacation or paid sick leave.

Employees who are on unpaid sick leave, layoff or on a compensable injury leave shall not be eligible for holiday pay.

Section 3. Holiday Pay. Eligible employees who are not scheduled to work on such holidays shall receive eight (8) hours pay for the holiday.

If a holiday falls on a scheduled workday and the employee works that day he shall receive twelve (12) hours pay for working in addition to eight (8) hours pay for the holiday.

If the employee is scheduled to work the holiday and is granted permission not to work, he shall receive no holiday pay.

ARTICLE XII

VACATIONS

Section 1. All eligible full-time employees shall be entitled to vacation time off with pay in accordance with the following schedule:

<u>Years of Continuous Service Completed</u>	<u>Vacation Days</u>
- One year but less than ten years	10 Days.
- Ten years	15 Days

Section 2- Vacation Pay. Vacation pay for a week's vacation shall be forty (40) hours pay determined by dividing the

annual salary by 2080 hours and multiplying the resulting hourly rate by forty (40) hours.

Section 3. Scheduling of Vacations. Vacation must be taken in increments of one calendar week at a time, unless a lesser time is approved in writing by the Chief of Police.

All vacations must be scheduled in advance with and approved by the Chief of Police.

Vacations must be taken in the year following the year in which it was earned and may not be accumulated from year to year.

Section 4. No employee shall be entitled to any vacation or pay, therefore, until he has satisfactorily completed his probationary period. Vacation days shall be earned in the manner provided in Section 1. of this Article.

Section 5. For the purpose of these regulations, a calendar year vacation period shall be considered as follows;

(a) Period used in determining vacations will be that starting January 1 and ending December 31.

(b) Vacation with pay will not be granted before vacation time has been earned.

Section 6. If a properly scheduled vacation must be canceled by the Chief of Police, the employee shall be paid, in addition to his regular vacation time, his normal hourly rate for the actual time worked. However, upon the request of the employee, the City of Roosevelt Park may grant the vacation be rescheduled either the same calendar year or the following year.

Section 7. The employee shall receive his pro rata unused vacation pay upon:

- (a) Termination of employment by Employer.
- (b) Quit, with two (2) weeks advance notice thereof.

ARTICLE XIII

SEVERANCE PAY

Section 1. In the event of termination of employment by the Employer the employee shall receive either two (2) weeks notice or, in lieu thereof two (2) weeks pay.

Employees who quit shall receive two (2) weeks pay, providing that at least two (2) weeks advance notice is given to the Employer.

ARTICLE XIV

INSURANCE

Section 1. The Employer shall continue in effect its present group hospitalization program and other employee benefits for the duration of the Agreement.

Section 2. Life Insurance. The Employer shall pay the monthly premium cost for life insurance.

Section 3. The Employer reserves the right to select and

change the carrier for each and all of its insurance programs, upon advance notice to the employees, and, provided there is no reduction in the benefits.

Section 4. The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer or employee, as the case may be, and upon payment or transmittal of such premiums the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 5. Employees on layoff or leave of absence shall have their insurance premiums paid or transmitted for the month following the month of layoff or leave of absence. Thereafter it shall be the responsibility of the employee to make arrangements for further payment of premiums.

ARTICLE XV

RETIREMENT PLAN

The Employer will continue, for the term of this Agreement, the Michigan Employees Retirement System Plan (c) as is in existence on the effective date of this Agreement, for all eligible employees.

ARTICLE XVI

WORKMEN'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the

prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees.

ARTICLE XVII

BONDS AND LIABILITY INSURANCE

Section 1. All employees hired must be bondable as a condition of employment or continued employment.

Section 2. The Employer shall provide Police Professional Liability Insurance for the term of this Agreement.

ARTICLE XVIII

LOSS OR DAMAGE

Section 1. Employees shall not be charged for loss or damage to the City of Roosevelt Park equipment and/or property unless clear proof of negligence is shown.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

Section 1. The Employer shall continue its program of providing each employee with the required articles of uniform and equipment, exclusive of weapons, but including badges and identification cards.

Section 2. The Employer agrees to replace articles of uniform and equipment when necessary, as determined by the Chief of Police.

Section 3. The Employer agrees to pay for the repair and cleaning of uniform and equipment and for the annual inspection of weapons.

ARTICLE XX

WAGES

Section 1. Beginning December 1, 1975, the following salary schedule shall become effective;

<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11,200	11,700	12,200	12,800	13,300

Section 2. The salary schedule shall be a minimum and the Employer may hire in at any level, depending on the experience and qualification of the applicant.

For purposes of progression in the schedule the months are computed from the first of the month closest to the date of hire and an employee must have worked 20 days in a month for credit on the schedule. Vacation days, holidays, paid sick days and funeral leave days shall be counted as days worked.

ARTICLE XXI

LONGEVITY

Section 1. Effective December 1, 1975, full time patrolmen will be eligible for longevity pay according to the schedule below. Years of service will be calculated from the employees

starting date.

<u>Years of Service</u>	<u>Rate</u>
5	2%
10	4%
15	6%

Section 2. Longevity payment will be semi-annual, being paid by July 1 and November 30.

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXIII

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 1, 1975, to and including December 31, 1976 and shall expire on December 31, 1976 unless specifically extended by written agreement.