

12/31/76

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Southgate

COLLECTIVE BARGAINING  
AGREEMENT

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Michigan State University  
by and between

CITY OF SOUTHGATE, MICHIGAN

and

DOWNRIVER LODGE NO. 110, FRATERNAL ORDER OF POLICE  
(PATROLMEN, DETECTIVES, SERGEANTS and DOG WARDEN)

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F. P. Lodge No. 110  
13805 Northline  
Southgate, Michigan 48195

COLLECTIVE BARGAINING

AGREEMENT

This Agreement entered into on \_\_\_\_\_, 1974, effective January 1, 1974, between the CITY OF SOUTHGATE, MICHIGAN, a municipal corporation, hereinafter called, "the City", and DOWNRIVER LODGE NO. 110, FRATERNAL ORDER OF POLICE, (PATROLMEN, DETECTIVES, SERGEANTS and DOG WARDENS), hereinafter called, "the Lodge".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

PURPOSE

Section 1. The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Lodge, in the best interests of the community; to improve the public police service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions. "City" shall include the elected or appointed representatives of the City of Southgate, Michigan.

Lodge shall include the elected officers or representatives of Downriver Lodge #110, F.O.P., and Dog Warden Services.

ARTICLE II

RECOGNITION

Section 1. This Agreement shall be applicable to all Patrolmen, Detectives, Sergeants, and Dog Wardens employed by the City of Southgate Police Department, but excluding the ranks of Chief, Inspector and Lieutenants.

Section 2. The City recognizes the Lodge as the sole and exclusive bargaining representative of the bargaining unit above described.

ARTICLE III

DUES DEDUCTION

Section 1. The City shall deduct, as dues, from the pay of each employee, from whom the City shall receive written authorization to do so, the required amount for payment of Lodge dues, fees and assessments. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, shall be forwarded to the Lodge office within thirty (30) days after such collections have been made.

Section 2. All members of the Police Department and the Dog Warden covered by this contract, are not required to be members of the Fraternal Order of Police but shall be required to pay a sum equivalent to the special assessment for contract expenses as paid by members of the Fraternal Order of Police.

Section 3. All members of the Police Department and the Dog Warden covered by this contract, shall be subject to the assessments stated in the following sub-sections. Such assessments shall be placed in a special account by Lodge #110 to be held in escrow for cost of negotiating and enforcement of this contract.

- (a) The sum of \$2.00 per month shall be deducted from each employee starting January 1, 1974.
- (b) New employees shall be governed by Section 3a through 3b, with their anniversary date as the changing date of rates.
- (c) The specific amount to be deducted from each employee shall be designated to the City within thirty (30) days of the execution of the Agreement and once fixed will only be changed annually on the date wage rates change. The

Lodge shall provide new Authorizations for Payroll Deductions in the form agreed to as part of this Agreement, such form to be designated as Attachment "A".

Section 4. The monies collected from the membership through payroll deduction for this assessment shall be paid to Lodge #110 by separate check from those dues and assessments in ARTICLE IV, Section 1.

Section 5. (a) In the event that a refund is due any employee for any sums deducted from wages and paid to the Lodge, it shall be the responsibility of such employee to obtain appropriate refund from the Lodge.

(b) The Lodge shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with any of the provisions of this Article.

Section 6. All sums deducted by the City shall be remitted to the "CHAIRMAN of BARGAINING UNIT", Downriver Lodge No. 110, Fraternal Order of Police at 13805 Northline Road, Southgate, Michigan, not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

#### ARTICLE IV

##### UNION ACTIVITIES

Section 1. Employees or their representatives shall have the right to join the Lodge, and shall not be discriminated against for engaging in lawful concerted activities for the purpose of collective-bargaining or other mutual aid or protection.

Section 2. Officers and other representatives of the Lodge, not to exceed four (4) bargaining unit members, shall be afforded reasonable time during regular working hours without loss of pay to fulfill their contract administration responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this Agreement.

Section 3. The Lodge shall be provided a suitable bulletin board to be located in the Police Department squad room, for the posting of Lodge notices or other non-malicious and non-political materials. Such board shall be identified with the name of the Lodge and the Lodge may designate persons responsible therefor.

Section 4. At the City's request for purposes of manning efficiency, the Lodge may schedule meetings on Police Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, and the City agrees upon request to provide released time for duty officers who are elected officials of the Lodge to attend Lodge meetings.

Section 5. Notwithstanding the Police Bargaining Unit, not more than two (2) elected representatives of Lodge #110, members of the Southgate Police Department, shall be allowed time off with pay to attend conventions of the Fraternal Order of Police, State of Michigan or Seminars sponsored by the State Lodge of Michigan, provided such conventions and/or seminars pertain to administration of the labor agreement between the parties.

Section 6. In consideration of the City providing released time to certain Union Officers to fulfill their Union responsibilities, attend Union seminars and conferences, consult with Counsel and other matters related to the administration of the collective bargaining agreement, the Union agrees that injuries or sickness resulting from such Union activities will be charged to the employee's sick bank.

#### ARTICLE V

##### OTHER AGREEMENTS AND ORGANIZATIONS

Section 1. The City shall not enter into any agreements with its employees covered by this Agreement, individually or collectively, or with any other organization seeking to represent such employees which in any way conflict with the provisions hereof.

Section 2. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Lodge.

ARTICLE VI

SENIORITY

Section 1. Seniority and its application shall be governed by the provision of Act 78, Public Acts of 1935, as amended.

Section 2. Seniority shall further be governed by the following:

1. Seniority shall start on date of appointment.
2. Must be continuous service.
3. Reinstatement or return to Department by any officer will place said officer just above a probationary patrolman, but under any regular patrolman.
4. This paragraph will not conflict with longevity pay discussed in other sections of this Agreement.

Section 3. Probationary Police Officers, upon successful completion of recruit training school, shall be treated as follows with respect to allowances provided for in this agreement:

- (a) Mileage shall be paid based on 5 probationaries per vehicle if the City does not supply a vehicle for probationaries to attend the school designated by the City.
- (b) Cleaning allowance shall be pro-rated for the portion of the year remaining upon successful completion of recruit training school, and probationary officers shall not be entitled to a cleaning allowance for the period spent in recruit training.

- (c) Gun allowance shall be pro-rated for the portion of the year remaining upon successful completion of recruit training school, and probationary officers shall not be entitled to a gun allowance for the period spent in recruit training.
- (d) Uniform allowance shall not be paid to probationary police officers other than for the City basic issue uniforms. Upon successful completion of the probationary period, uniform allowance shall be pro-rated for the portion of the year remaining.
- (e) Probationary police officers shall not be entitled to either overtime or compensatory time for time spent in recruit training or travel to or from recruit training.

## ARTICLE VII

### HOURS OF EMPLOYMENT

Section 1. The work schedule for employees shall be, for the Police Department, five (5) eight (8) hour work days for a total of forty (40) hours each week.

Section 2. Employees assigned to work shifts that run consecutively for seven (7) work days shall be governed by ten (10) eight (8) hour work days for a total of eighty (80) hours each two (2) weeks.

Section 3. All days shall be eight (8) straight hours and not a split shift.

Section 4. Nothing in this Article shall be construed as a guarantee of work.

Section 5. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days; providing, that to insure coverage of shifts, employees scheduled to work must inform the City of any voluntary trade of work days or leave days and such originally scheduled employee shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the originally scheduled employee.

ARTICLE VIII

STRIKE PROHIBITION

Section 1. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Lodge cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike during the term of this Agreement.

ARTICLE IX

MAINTENANCE OF CONDITIONS

Section 1. The City agrees that all conditions of employment relating to direct wages, hours of work and overtime differentials as set forth in this Agreement shall be maintained at the Benefit Levels set forth in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or 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 parties at the time they negotiated or signed this Agreement.

Section 2. During the term of this Agreement, the conditions of employment may be improved or modified only upon agreement by the Lodge.

Section 3. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE X

DURATION

Section 1. This Agreement shall be effective the 1st day of January, 1974, and shall remain in force and effect to and including December 31, 1976; provided, that the Union has the right to the following reopener only, and only to be effective January 1, 1976:

1. Salary only for Patrolmen, Detectives and Sergeants may be reopened December 1, 1975, to be effective January 1, 1976.
2. While fringe benefits have been settled through December 31, 1976, the parties have agreed that the Union may reopen the following subjects only: Minimum manpower, Article XII, Section 2(A)(1)(a), may be reopened December 1, 1975, to be effective January 1, 1976.
3. Due to the fact that the parties were unable to agree that the reduction in fire fighters work hours from 56 to 50.4, effective January 1, 1976, entitles the police to a corresponding quid pro quo the police have the right to reopen the same subject Article VII, Section 1, on December 1, 1975 and changes, if any will be effective January 1, 1976.

Section 2. The parties agree that, commencing not later than November 1, 1976, they will undertake negotiations for a new agreement for a succeeding period.

Section 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

#### ARTICLE XI

##### PHYSICAL EXAMINATIONS

Section 1. The City shall, at its expense, provide each employee an annual physical examination, including but not limited to, chest X-ray and electrocardiogram. Such examination shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination, and shall conform to the Act commonly referred to as the "Heart and Lung" Act.

Section 2. Flu shots shall be made available to each individual at least once each year under the tenure of this contract, and notice thereof shall be posted on the Department Bulletin Board.

Section 3. The City shall, at its expense, provide each employee with a copy of the physician's report within thirty (30) days on receipt of same by the City.

#### ARTICLE XII

##### SAFETY, HEALTH, WELFARE & EDUCATION

Section 1. Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations which shall take immediate effect upon ratification of this Agreement.

Section 2. Safety Rules and Regulations.

A. Manpower in Respective Divisions.

1. Patrol Division - An Officer of the rank of Lieutenant or Sergeant shall be on duty at all times.
  - (a) There shall at all times be a minimum of five (5) patrol division employees on duty during any normal eight (8) hour shift.

2. Detective Division - Shall consist of at least a Lieutenant, Sergeant and Detectives.
3. Traffic Division - Shall consist of at least a Lieutenant, Sergeant and Patrolmen.
4. In the absence of the Lieutenant of any Division, due to illness, vacation or other reasons, the Sergeant in command shall receive the hourly rate paid the Lieutenant.
  - (a) In the event the Sergeant of any Division shall be performing the duties of a lieutenant or is off duty for any other reasons, the senior patrolman shall be compensated by receiving the same hourly rate of pay as the Sergeant.
5. Officers on their regular tour of duty shall be assigned two (2) to each vehicle between 7:00 P.M. and 7:00 A.M. Sergeants need not double due to other assignments.
  - (a) In the event that an odd number shall be assigned a shift, all officers will double at darkness except for the odd officer.
  - (b) The City agrees that as a matter of policy that a probationary patrolman will not ride alone or with another probationary patrolman; provided that the City shall not be required to call men in to accomplish this goal.

B. Equipment

Proper equipment such as helmets, night sticks, flashlights, flashlight batteries, first-aid kits, shot guns and ammunition for all weapons, shall be made available to all employees on duty during any normal eight (8) hour shift, and shall be made available for inspection.

1. Helmets shall be the "Buco type" issued as part of the uniform and used as optional equipment.
2. Seat Belts shall be "Roller type" and use of same spelled out by the Department Head.
3. Nightsticks shall be "Riot type" to be placed in trunk with bracket provided for same in all patrol cars.
4. Flashlights and flashlight batteries - Three cell flashlights and batteries shall be provided by the Department. Flashlight batteries shall be issued at start of each afternoon shift, once per month.
5. First-Aid Kits shall be properly stored in the trunk of patrol cars with proper brackets provided to keep units dry. Extra supplies to be on hand and readily available to employees.
6. Ammunition & Weapons - Ammunition shall be allotted to all employees for practice and monthly shoots. Monthly qualifications shall be made during employee's regular tour of duty for service pistols and other weapons. Shotguns with locking brackets shall be provided for all patrol cars.
  - (a) The City shall maintain an outdoor pistol range with the necessary supplies and equipment to maintain the above monthly shoots for qualifying in all weapons.
    1. The City shall provide indoor shooting facilities when possible.
    2. All officers covered by this Agreement shall be required to qualify with their basic weapon at least annually.

(b) In the event the City shall fail to provide ammunition for practice on monthly shoots, each employee shall be compensated by receiving a monetary allowance sufficient enough to purchase thirty (30) rounds of ammunition per month upon producing a receipt for the aforementioned purchase.

(1) Ammunition for practice and monthly shoots will be given to each employee on the first work day of each month.

7. Vehicle Equipment

(a) Screens of a material agreeable to both parties shall be provided to separate the front and rear seats in marked patrol division vehicles.

(1) The Lodge further agrees to allow the City sixty (60) calendar days to purchase and install same from delivery to department.

(b) Portable "Walkie-Talkie" type radios shall be regularly assigned to the Patrol Division and made available to other Divisions, on request.

8. Vehicles - If a vehicle should be found to be defective and unsafe for use during any tour of duty, the employee shall cause same to be parked and it shall remain parked until properly cleared by the mechanic on duty, as fit for road service.

C. Schooling

The City of Southgate shall pay for tuition and all required books for Police Officers taking police administration curriculum pertaining to police administration offered in local schools or colleges. Reimbursement for tuition and required books shall be made to not more than four (4) Police Officers simultaneously where a grade of "C" (70%) or better is attained. All courses must meet the written

reasonable criteria established and re-established by the City, and the Police Officer must pass the course with credit if credit is offered and furnish receipts upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Police Officer's Civil Service Personnel file.

1. The City reserves the right to refuse any particular college or educational institution for just cause.
2. To be reimbursed, the courses must relate directly to police work or be part of a recognized Police Administration Degree awarding curriculum. Courses may be scheduled during an employee's regular work schedule provided such scheduling does not create the requirement that the City pay overtime to any employee; unless that the employee is using personal business days to attend such classes; provided further, that the employee will provide the City with a semester schedule at the beginning of each semester and such schedule changes as they occur.
3. Grants or Scholarships by the Federal or State Government, Educational Institution or other sources of whatever description shall be deducted from the City reimbursement program.
4. Employees claiming reimbursement must prove they paid the amount sought to be reimbursed.
5. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the institution and will compensate employees for the use of the employee's personal

vehicle on a one-time basis to the location and return at the rate of ten (10¢) cents per mile. Distances will be calculated from a recognized road Atlas.

6. Participants will be selected on the basis of seniority; provided that employees engaged in schooling at the time this Agreement takes effect shall be given preference.
7. New hires attending basic police courses per this Agreement shall not be counted against the number to be reimbursed.
8. In the event a Police Officer requests reimbursement for required books, such books shall be turned into the Department and become part of a Department library; provided further, Department library books will be utilized for courses where available.
9. The examples of educational programs which shall meet criteria established herein shall include but not be limited to Police Administration Degree curriculum and lesser included programs.

D. Police Association Dues

1. The dues of the Sergeants and Detectives for their respective organization mentioned in preceding sub-sections, shall be paid by the City. Dues shall be payable during the month of January each year, not to exceed \$20.00 per man.

E. Dog Warden Services

1. Tranquilizer rifle with supplies for same shall be provided by the City for Dog Warden services.
2. The Dog Pound shall have an exhaust fan installed to prevent the obnoxious odor which prevails.

3. The Dog Warden shall be compensated by time and one half, with the minimum of two hours on each Saturday and Sunday, so that the animals impounded may be fed and cared for.
4. In the absence of the Dog Warden, due to illness, vacation or other unforeseen circumstances, it shall be the responsibility of the City to provide fill-in services from the ranks of full or part-time non-police City workers.

### ARTICLE XIII

#### WAGES

##### Section 1.

- A. The salary schedule in Schedule "I" attached hereto and incorporated herein by reference shall be in effect for the term of this Agreement.
- B. The two-year seniority increment level for Patrolmen shall only be effective for Patrolmen hired on or after January 1, 1974. Patrolmen on the payroll on December 31, 1973 shall be advanced to the two-year rate upon completion of one year with the Department.
- C. Effective January 1, 1974, the City shall increase its Act 345 contributions to provide 2½% per year of service.

Section 2.      Longevity Pay. In addition to the salary set forth above, employees shall receive longevity pay as follows:

Five (5) years of service ..... \$100.00

For each additional year of service, an additional \$25.00 to a maximum of \$500.00.

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service.

B. Employees who become eligible to receive the longevity pay, shall receive such longevity increment on the first pay period next following the anniversary date in which the said employee became eligible and on the first pay period next following the anniversary date of each year thereafter.

Section 3.      Shift Differential Pay. Split Shift, known as Patrol Shift (8:00 P.M. - 4:00 A.M.) shall receive an additional ten cents (.10¢) per hour in addition to their regular salary.

Section 4.      Overtime Pay. Overtime pay shall be paid for employees of the Police Department for all work in excess of their regularly scheduled work day (eight (8) consecutive hours) or work days (40 hours in 7 days or 80 hours in 14 days) under present payroll plan. Such overtime shall be paid at the rate of time and one-half the normal rate, which for the purposes of this Agreement shall be deemed to be the annual salary of such employees as set forth in Section 1 of this Article, divided by 2,080 hours.

Section 5.      Overtime Distribution. Whenever overtime is required, the person with the least number of overtime hours in the rank required will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to the refusing employee at the maximum number of hours of any employee working during that period. The Equalization Period shall commence anew each January 1 and terminate December 31. On January 1 the equalization list shall be re-established with each employee subject to the equalization process being placed on the list in the relative position he occupied on December 31, with the low man placed at zero and the other men credited with the number of hours in excess of the zero man, that is to say the person who ended the previous equalization period with the least number of overtime hours shall be the first person to be called in the new equalization period,

and so on. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

- A. Employees newly entered in the equalization group shall be credited with the highest number of hours of the equalization group which he enters.
- B. Employees accepting overtime work but not appearing for such work will be charged with two (2) times the maximum number of hours worked by any employee during the period.
- C. Any employee who is excused from work due to illness, personal business, vacation or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence and completes at least one (1) eight hour shift.
- D. The parties recognize and agree that the equalization process applies to overtime exclusive of court time and that there are occasions due to the nature of the service provided that employees may be held over from a previous shift to complete tasks in progress or insure the maintenance of minimum manpower; provided, however, that such hold over shall not exceed four (4) hours unless the City can demonstrate special circumstances; provided further that to be counted against minimum manpower the men must be on patrol and the low man on the equalization list has been called.
- E. An employee accepting overtime must accept all the hours offered.
- F. Employees shall be personally contacted for such overtime work by the shift officer in charge whose word shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.

- G. Court time shall not be considered as part of the equalization process.
- H. In the event a Sergeant is low man on the overtime list, a Sergeant will be called to replace a Sergeant; provided, however, the City shall not be required to call a Sergeant to replace a Sergeant in the case of scheduled days off, vacations, holidays or extended sick leave; provided further that this clause shall not require that two (2) Sergeants be on the road at the same time.

ARTICLE XIV

VACATIONS

Section 1. Eligibility and Amounts. Employees shall be eligible for annual vacations with pay on the following basis:

- A. After one year of service accumulating from the employee's date of appointment, at 1-2/3 days per month not to exceed twenty (20) days in any year and to be designated as ten (10) working days in the summer and ten (10) working days in the winter.
- B. Vacations may be accumulative, not to exceed earned vacation of two (2) work years, but only if earned vacation is not made available by the City during the year.
- C. Any employee on reaching his tenth (10th) year of service and all employees having over ten (10) years of service, shall be governed by the following vacation programs:

10 years	....	1 day	16 years	....	7 days
11 years	....	2 days	17 years	....	8 days
12 years	....	3 days	18 years	....	9 days
13 years	....	4 days	19 years	....	10 days
14 years	....	5 days	20 years	....	11 days
15 years	....	6 days			

- D. Upon reaching their tenth (10th) anniversary year, employees may take the additional days earned in conjunction with their regularly scheduled summer or winter vacations.

Section 2. The anniversary date of service, for the purpose of this Article, shall be measured by reference to the original date of appointment to the Police Department.

Section 3. Summer vacations shall be taken between April 1st and September 30th. Winter vacations shall be taken between October 1st and March 31st.

Section 4. Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the summer or winter vacation periods above set forth. Selection shall be based upon bargaining unit seniority. First by seniority in rank; second by seniority in the department.

- A. Patrol Division shifts shall be allowed to have two (2) men off each shift on vacation at the same time with the approval of the Department Head or his designated representative.
- B. When such time arrives that the Patrol Division has eight (8) men to a shift, the allowing of two (2) men off at the same time will be automatic.
- C. When the City has 28 patrolmen in the patrol division, excluding Detective Bureau and Traffic Division at their current levels as of December 31, 1973, 2 men shall be permitted off simultaneously for vacations.

Section 5. The Department Heads shall be responsible for the posting of vacation lists and it shall be the responsibility of each employee to make his request for vacation based on seniority by shift and division.

- A. Department Heads shall allow three (3) days for each employee to make their choice of vacations. Vacation lists will be posted as follows:

Winter: September 1

Summer: March 1

Section 6. Illness certified by a Doctor's certificate certifying incapacitation for a day or more occurring during an employee's scheduled vacation period, shall not be charged against vacation time, but shall be charged against sick leave.

Section 7. Winter vacations may be split with seniority applying to employees first choice only. Second half of the vacation choice shall be made after all other employees have made their first choice.

## ARTICLE XV

### LEAVE TIME

#### Section 1. Accumulation of Sick Leave Credits.

- A. For the purposes of this section, "sick leave day" shall mean an eight (8) hour work day.
- B. Until Section 1-C, next following, shall be applicable to him, each employee shall acquire 1-1/4 days of sick leave credit for each month of service rendered, not exceeding an aggregate of fifteen (15) days per calendar year.
- C. Commencing the January 1st next following his completion of one (1) year of service, and on such date, each employee shall receive fifteen (15) sick leave day credits, or pro-rated based on percentage of year worked if one year has not been completed.
- D. Sick leave credits of fifteen (15) days each calendar year as provided in Section 1-B above, may accumulate to two hundred (200) days.

Section 2. Charges Against Credits. Charges against credits shall apply as follows:

- A. Sick Leave. An employee shall be entitled to charge accumulated sick leave credits for illness, subject to verification by medical certification. The employee shall, to the extent possible, inform his Department Head of such illness.

- B. Personal Leave. An employee shall be entitled to charge up to five (5) days per year for personal business. Three (3) of these days shall not be charged against sick leave.
1. Employees on requesting personal leave days, shall be required to give the Department Head forty-eight (48) hours notice or less upon showing of special circumstances, so that arrangements can be made to fill the vacancy which might be created.
  2. All personal leave days are subject to the approval of the Department Head or his designated representative.
  3. Any employee who is refused the use of a personal leave day, which day is not chargeable against sick leave, three separate times for three separate occasions in a fiscal year, shall be paid for such day(s) in the last pay of the fiscal year in lieu of such day(s) and the officer shall not be compelled to accept an assigned day in lieu of pay without his consent.
- C. Funeral Leave. An employee shall be allotted up to three (3) days per funeral to make preparation for, and attend, the funeral and burial of an immediate member of his family. An immediate member of the family for this purpose shall be deemed to be, wife, husband, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and any other person in the same household. Funeral leave as prescribed herein shall not be deducted from the sick leave credits. Additional days may be granted, but are to be charged against sick leave.
- D. Military Leave. An employee certified by the Civil Service Commission and hired by the City, when an active member of the National Guard or any Reserve Unit, and

who is called to serve with his Unit for any reason, will be compensated by the City while such duty lasts, up to and including thirty (30) days. The employee's seniority will continue while he serves. Amount compensated by the City will be the difference between military and regular pay.

1. National Guard commitment for single days of training will receive the difference between military and regular pay.
2. An employee called to serve his country as an active member of the Armed Forces shall receive credit toward his seniority for the time spent.

E. Replenishment of Credits. At the end of the calendar year, accumulated unused credits shall be carried forward, with a two hundred (200) day accumulation.

F. Injuries obtained and incurred while on duty shall not be deducted from sick leave credits.

Section 3. Resignation or Retirement. In the event an employee dies or retires, he shall receive compensation in the sum equivalent to three-quarters of his accumulated sick leave credits at his prevailing hourly rate.

A. Employees resigning shall receive one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate.

B. In the event of the death of the employee, benefits will be paid to the beneficiary as designated on the Life Insurance Policy.

Section 4. Sick Leave Bonus. Any employee taking five (5) or less days sick time per year, between January 1st and December 31st, of any year, shall receive an additional two (2) days vacation toward his summer or winter vacation for the year following. An employee may accumulate up to six (6) days of extra vacation to be used toward his summer or winter vacations, and all days accumulated in excess of six (6) shall be accumulated unlimited toward his early retirement.

Section 5.

- A. Any employee who habitually takes sick days, personal days or leaves of absence of any type or in any combination on the day preceding or following the date a holiday is celebrated or a vacation commences or terminates, or utilizes such days to extend days off upon change of shift, shall be subject to discipline, unless with consent of the Chief or his designated representative.
- B. For purposes of this Section, habitual shall be three (3) incidents or combinations of incidents of usage of such days in such manner in any six (6) month period.

ARTICLE XVI

INSURANCE

Section 1.

- A. The City at its cost shall obtain for each active duty employee, life insurance of \$10,000 and sickness and accident insurance of \$50.00 per week for twenty-six (26) weeks. The employee shall be authorized to provide, at his own expense, additional coverage or benefits for himself or his dependents.
- B. Effective January 1, 1975, the City at its cost shall obtain for each active duty employee, term life insurance which will pay \$15,000.

Section 2. Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage and benefits shall be continued for all active duty employees at not less than the existing levels. The City will pay the full cost of Blue Cross-Blue Shield family plan at benefit levels existing as of December 31, 1973, and pay the full cost of the family plan \$2 deductible prescription drug rider.

Section 3. All retirees and their spouses shall receive the following benefits:

- A. The City shall, at its cost, obtain for each, life insurance of \$10,000.
- B. Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage and benefits shall be continued for all retirees at not less than the levels existing as of December 31, 1973, including the retiree only \$2 deductible prescription drug rider.

Section 4. All employees covered under this contract shall receive copies of policies for amounts specified in contract or riders.

#### ARTICLE XVII

#### UNIFORM ALLOWANCE

Section 1. The City shall pay each employee of the Police Department, as uniform allowance, the sum of \$250.00 per year, payable at \$125.00 on the first pay period in January and \$125.00 on the first pay period in July.

- A. The City shall, in addition thereto, pay each employee of the Police Department, as cleaning allowance, the sum of \$150.00 per year, payable at \$75.00 on the first pay period in January and \$75.00 on the first pay period in July.
- B. The uniform for the Detective Bureau shall be civilian clothes, and they shall also receive the above two allowances from the City. The Detective Bureau shall also receive \$25.00 per man for out-of-pocket expenses per month. The total amount will be paid to the Department Head who, in turn, will disburse this total amount to this Division at the beginning of each month and no receipts will be required.

Section 2. Effective on the dates following the indicated increments in Uniform Allowance will be paid:

- A. January 1, 1975, an additional \$75.00 will be added to the Uniform Allowance.
- B. July 1, 1975, an additional \$25.00 will be added to the Uniform Allowance.
- C. October 1, 1975, an additional \$25.00 will be added to the Uniform Allowance, and the annual rate for fiscal years commencing thereafter shall be \$375.00 per annum payable \$187.50 on the first pay period in January and \$187.50 payable on the first pay period in July.

Section 3. The City shall pay each employee of the Police Department, as gun allowance, the sum of \$200.00 per year, payable also on the first pay period in April.

Effective on the date indicated the Gun Allowance shall be increased in the amount indicated:

- A. October 1, 1974, the Gun Allowance shall be increased \$75.00.
- B. October 1, 1975, the Gun Allowance shall be increased \$75.00, and the annual rate for fiscal years commencing thereafter shall be \$350.00 payable on the first pay period in April.

## ARTICLE XVIII

### HOLIDAYS

Section 1. Holidays with pay at regular rate, shall be as follows:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

- A. Should any of the above fall on an employee's leave day, he shall receive pay at the regular rate plus a regular day's pay.

- B. Should any of the above days fall on an employee's regular work day, the employee working shall be compensated by extra pay, a day's pay at time and one-half (1-1/2), in addition to a regular day's pay.
- C. Should any employee be called in to work on any holiday listed above, he shall be paid, in addition to his holiday pay, at the rate of time and one-half.

Section 2.      Lump Sum Holiday Payment. The parties agreed that Holiday pay would be paid in one lump sum as follows:

- A. Paid in the last pay period in November (same as Command Officers).
- B. Paid at the wage rate then in effect at the time payment is made.
- C. Payment is limited to payment for Holidays excluding holiday pay for working such day.

ARTICLE XIX

CALL IN TIME

Section 1.      A minimum of four (4) hours call-in-pay at time and one-half, shall be guaranteed to an employee who is called in to work after the termination of his regular shift.

The employees shall be eligible for the four (4) hours pay when notified to report for work regardless whether he is informed to cancel such notification unless he has refused such overtime on notification.

ARTICLE XX

COURT TIME

Section 1.      Traffic Court. Employees scheduled for local Traffic Court shall be remunerated at the rate of time and one-half with a two (2) hour minimum.

Section 2. Circuit - Common Pleas - Civil Courts

Employees scheduled for the above Courts shall be renumerated at time and one-half with a four (4) hour minimum.

A. All Court appearances to be work connected, by Subpoena or Judicial notice.

ARTICLE XXI

GRIEVANCE AND ARBITRATION

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of the bargaining unit or the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within ten (10) working days after the occurrence of the circumstances giving rise to the grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP 1. An aggrieved employee, through the Lodge, or the Lodge, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department within ten (10) days after the occurrence or omission giving rise to the grievance. The Chief shall reply, in writing, within five (5) days thereafter. Copies of the grievance and replies shall be forwarded to the Safety Commission of the City of Southgate.

STEP 2. If the matter is not satisfactorily resolved in the first step, the Lodge may appeal in writing to the Mayor within five (5) days following the reply of the Chief, or if no reply has been received from the Chief within ten (10) days following the submission of the grievance under Step 1, within the next ten (10) days. The Mayor shall reply in writing within five (5) days thereafter.

STEP 3. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, not later than the thirtieth day following the event giving rise to the grievance, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall file with the American Arbitration Association in accordance with the then-applicable rules and regulations of the Association. The expenses of the arbitrator, excepting the parties' own expense, shall be borne equally by the Lodge and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitration involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause, and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

Section 2. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Lodge, on all bargaining unit employees and on the City. Resort to any other forum with respect to any matters which are the subject matter of a grievance shall constitute an election of remedies and the pending grievance shall be deemed withdrawn as of the date of filing in such other forum.

Section 3. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

Section 4. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations.

Section 5. The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period immediately preceding the filing of the grievance, providing the employee files his grievance within ten (10) calendar days after receipt of such pay, provided the City provides a detailed statement of hours worked including straight time, overtime and holidays.

Section 6. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement.

Section 7. The Department shall have the right to establish and enforce Rules and Regulations, and Statements of Procedure, and the parties recognize, agree, and adopt those Rules, Regulations and

Procedures currently in effect as of the date of execution of this Agreement. In the event that these Rules, Regulations and Procedures are modified by the City without agreement of the parties, the F.O.P. reserves the right to grieve the reasonableness of the Rule, Regulation or Procedure, and its application, but not the right of the City to impose the Rule, Regulation or Procedure.

## ARTICLE XXII

### GENERAL

Section 1. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Lodge and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. Copies of this Agreement shall be distributed by the City to all employees of the Southgate Police Department, and additional copies shall be provided on request of the Lodge.

Section 3. The City agrees to establish a Committee to review Department Rules and Regulations, and Statements of Procedure; the Committee to be composed of one representative of the Chief, one Command Officer, and one Patrol Officer.

Section 4.

A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, consistent with the Charter, Act 78 and the expressed terms of this Agreement, including but not limited to Article IX, Maintenance of Conditions.

- B. The department has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with the requirements of municipal employment and the public safety, except as provided by law and this Agreement.
- C. Except as provided in this Agreement and by law, no policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials.
1. The Charter responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the Council, recommending an annual budget, or directing the proper performance of all executive departments.
  2. The responsibility of the City Council for the enactment of ordinances, the appropriation of money, and final determination of employee compensation.
  3. The responsibility of the City for establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing appointments and promotions.
  4. To appoint, assign or promote members to positions within the department.
  5. To suspend, demote, discharge or take other disciplinary action against members for just cause.
  6. To determine methods, means and personnel necessary for departmental operation.
  7. To control the department budget.
  8. To take whatever actions are necessary in Governor declared emergencies to assure the proper functioning of the department.

9. To determine the duties, responsibilities and qualifications of the employees of the department consistent with Civil Service Commission job descriptions.
10. To determine the location of its facilities; to decide the type of services, other than a volunteer police department, to study and/or introduce new or improved methods of police protection; to purchase new equipment, change or eliminate existing equipment and institute technological changes; provided the City shall not change or eliminate existing safety equipment, or introduce new safety equipment without approval of the Union.
11. To promulgate reasonable work rules, procedures and regulations; provided that insofar as the Union has not agreed to any rule, procedure or regulation it does not waive the right to argue its reasonableness or application.

D. The exercise of the above powers, rights, authority, duties and responsibilities by the City and the adoption of such rules and regulations and policies as the City may deem necessary shall be limited only by the specific and express terms of this Agreement including, but not limited to, Article IX, Maintenance of Conditions.

Section 5. It is understood and agreed that any increase in Department manpower over that existing on January 1, 1972 shall permit the Department to deploy a "night support unit" in addition to the normal Day, Afternoon, Night and Swing platoons.

Section 6. It shall not be considered the normal duty of a Police Officer as part of his employment, to participate in the duties shown below:

- A. Non-emergency crossing guard duty.

- B. Animal control duty assignment, except for emergency animal control. The City will provide a snubber and an animal cage at the Police Station for use by police officers.
- C. Maintenance of City Police Buildings, offices and real property (exclusive of police equipment).
- D. School and service club lecture and teaching assignments. Such assignments shall be on a volunteer basis only, subject to the prior approval of the Police Chief. This does not include assigned school liaison or school traffic safety officers.
- E. Bank details - except for bank escort for the City Treasurer's Office and for an occasional request by individual concerns, where abnormally large sums of money are involved.
- F. Police Officers shall not be required to take animal bite reports while there is an assigned animal warden on duty.

Section 7.      Grooming Code.

- A. Members shall not wear beards of any type including goatees.
- B. Trimmed mustaches are permissible.
- C. The hair shall be clean, well-groomed and of reasonable length, consistent with current fashion and safety. Hair shall not extend past the shirt collar or the bottom of the ears.
- D. Sideburns are permissible provided they are neatly trimmed and not bushy.
- E. A picture containing the front, side and back views of a mutually agreeable example will be maintained on file.

ARTICLE XXIII

DISCIPLINARY PROCEDURE, CRIMINAL COMPLAINT

Section 1. Whenever any written complaint or charge shall be brought against a police officer subject to this Agreement, wherein if the facts alleged be true, such police officer would be guilty of a violation of criminal law, the following procedure shall be utilized:

- A. The police officer named in such written complaint shall be advised of the nature of such offense with sufficient particularity to enable such police officer to answer such allegations if such police officer should elect to do so.
- B. The police officer shall be advised of his right to remain silent and that should he give up such right anything he says or has said may be used against him.
- C. The police officer shall be allowed the opportunity to obtain the advice of Counsel before he is required to make any statement; provided, however, that any report normally required of such officer in the routine performance of his duties shall be filed as prescribed by the regulations of the Department.
- D. The police officer shall not be required to give any statement against himself and if such police officer elects to refuse to give such statement such refusal shall be in writing citing the basis of such refusal, if any.

Section 2. The Lodge further acknowledges that it understands that the results of any investigation into the conduct of a police officer may be forwarded to an appropriate law enforcement agency including a public prosecutor, may become part of the police officer's permanent employment records which may be disseminated to other agencies with a need to know or to inquiring employer's should such police officer see fit to cite his employment with the City.

Section 3. The Lodge acknowledges that the City may suspend a police officer charged with a criminal offense without pay or may reassign such officer to non-sensitive duties within the Police Department, no other portion of this Agreement notwithstanding, while such police officer is under investigation; the Lodge further understands and agrees that re-assignments may become suspensions when, in the opinion of the City, the circumstances so warrant.

Section 4. This Article is not intended to cover non-criminal disciplinary procedures.

#### ARTICLE XXIV

##### TERMINATION

This Agreement shall be effective the 1st day of January, 1974, and shall remain in force and effect to and including December 31, 1976; provided, that the Union has the right to the following reopener only, and only to be effective January 1, 1976:

1. Salary only for Patrolmen, Detectives and Sergeants may be reopened November 1, 1975, to be effective January 1, 1976.

2. While fringe benefits have been settled through December 31, 1976, the parties have agreed that the Union may reopen the following subjects only: Minimum manpower, Article XII, Section 2(A)(1)(a), may be reopened November 1, 1975, to be effective January 1, 1976.

3. Due to the fact that the parties were unable to agree that the reduction in fire fighters work hours from 56 to 50.4, effective January 1, 1976, entitled the police to a corresponding quid pro quo the police have the right to reopen the same subject Article VII, Section 1, December 1, 1975, and changes if any will be effective January 1, 1976.

Any party desiring to amend or modify such Agreement shall do so by serving notice upon the other not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to the termination date of this Agreement. Negotiations, upon timely notice of intent to amend or modify, shall commence not later than December 1, 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement  
by their duly authorized representatives this 27<sup>th</sup> day of  
FEBRUARY, 1974.

DOWNRIVER LODGE #110 OF THE  
FRATERNAL ORDER OF POLICE, also  
known as the SOUTHGATE POLICE  
DEPARTMENT

CITY OF SOUTHGATE, MICHIGAN,  
a Municipal Corporation

By: John M. Safferty

By: Robert C. Neume  
Mayor  
Robert M. Alexander  
City Clerk

ATTACHMENT "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT:

By: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Last Name First Name Middle Initial

To: City of Southgate, Michigan

Effective \_\_\_\_\_ I hereby authorize you to  
(Month, Day, Year)  
deduct from my earnings \$ \_\_\_\_\_ per month or such other amount  
as F.O.P. Lodge 110 may certify as my share of the cost of administration  
and negotiation of this and succeeding collective-bargaining agreements  
with the City of Southgate. In consideration of the City of Southgate  
providing this deduction service, I agree to hold the City of  
Southgate harmless against any and all claims, demands, law suits,  
or other forms of liability that may arise out of, or by reason of,  
action taken or not taken by the City for the purpose of providing  
this deduction service. I further specifically agree that in the  
event that a refund of sums deducted under this Authorization is due  
to me for any reason, that in further consideration of the City of  
Southgate providing this deduction service, to seek such refund from  
F.O.P. Lodge No. 110. The amounts deducted hereunder shall be  
paid to the Treasurer of F.O.P. Lodge No. 110 at the address provided,  
and to be provided, by said F.O.P. Lodge No. 110. This Authorization  
shall remain in effect unless terminated by me upon sixty (60) days  
prior written notice to F.O.P. Lodge No. 110 and the City of  
Southgate upon termination of the Agreement or upon termination of  
my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Southgate, Michigan 48195

SCHEDULE "A"

	1-1-74	7-1-74	10-1-74	1-1-75	7-1-75	10-1-75	1-1-76	7-1-76	10-1-76
<u>PATROLMAN:</u>									
Training	11,100	X	X	11,100	X	X	Salary Reopener Only	X	X
Starting	11,800	X	X	11,800	X	X	"	X	X
6 Months	12,600	X	X	12,600	X	X	"	X	X
1 Year	12,800	X	X	13,800	X	X	"	X	X
2 Years	13,500	14,200	14,500	15,200	X	15,800	"		
<u>DETECTIVE:</u>	13,921	14,621	14,921	15,621		16,221	Salary Reopener Only		
<u>SERGEANT:</u>	14,196	14,896	15,196	15,896	X	16,496	Salary Reopener Only		
<u>DOG WARDEN:</u>									
Training	10,400	X	X	10,400	X	X	10,400	X	X
Starting	11,200	X	X	11,200	X	X	11,200	X	X
6 Months	11,800	X	X	11,800	X	X	11,800	X	X
1 Year	12,820	X	X	13,200	X	X	13,580	X	X