

Paul D. Gibson Jr.
Sparta, Police Officers Assoc.
P.O. Box 253
Sparta, M. 49345

A G R E E M E N T

BETWEEN

VILLAGE OF SPARTA
156 E. DIVISION ST.
SPARTA, MICH. 49345

AND

SPARTA POLICE OFFICERS ASSOCIATION
AFFILIATED WITH POAM
P.O. BOX 253
SPARTA, MICH. 49345

U. Village of Sparta

EFFECTIVE DATE: JANUARY 1, 1976 THROUGH DECEMBER 31, 1976

November 3, 1975

Village of Sparta
156 E. Division St.
Sparta, Mich. 49345

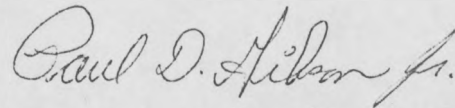
Mayor Eugene Heugel

This is to inform you that, we the Sparta Police Officers Association are ready to start negotiation on our contract with The Village of Sparta for 1976.

Enclosed you will find a copy of our demands. We ask that a date and time be set by the people that we will be negotiating with. Please advise me of the date and time as soon as possible.

You will notice in going through the list of demands that we have left out our request for changes in wages and other article's. We will present these at the negotiation meeting.

Respectively yours,



Pres. Paul D. Gibson Jr.
Sparta Police Officers Association

cc council members
p.o.a.m.

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AGREEMENT

This agreement is entered into this 1 st. day of January 1976, between the Village of Sparta, hereinafter referred to as the "Employer" and the Sparta Police Officers Association, hereinafter referred to as the "Association". It is the intent and purpose of this agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

WITNESSETH

Whereas-The Village of Sparta and the Sparta Police Officers Association recognize their legal responsibilities under Federal, State and Local laws relating to Fair Employment Practices.

Now therefore, the parties agree as follows:

ARTICLE I
RECOGNITION

All employees employed in the uniformed police department of the Village of Sparta that are classified and occupying the position of Sergeant, Corporal, Patrolmen and Reserve's.

ARTICLE II

COLLECTIVE BARGAINING COMMITTEE

The employer agrees to recognize not more than two (2) uniformed police department employees, including the president of the association or his designated representative as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of processing grievances as provided in the grievance procedure. Members of the Collective Bargaining Committee shall also meet with Village officials for the purpose of negotiating. The association may designate any permanent full time employee with seniority employed as uniformed employees in the police department to the Collective Bargaining Committee. The association shall furnish the employer in writing the names of its Collective Bargaining Committee.

ARTICLE III
EMPLOYERS RIGHTS

It is understood that the employer reserves the right to suspend for just cause and to discharge for just cause.

ARTICLE IV
GRIEVANCE PROCEDURE

A- Definition of Grievance

A grievance shall be a complaint by an employee concerning the application, interpretation, or alleged violation of this agreement.

B- An employee having a grievance shall present it to the employer as follows:

Step 1-Verbal Procedure

If an employee has a grievance he may discuss it with his chief within thirty (30) days after the employee knew or should have known of the facts giving rise to the grievance. The chief shall give his answer within two (2) days. The employee may have a representative of the Collective Bargaining Committee present at any step of the given procedure.

Step 2-Written Procedure

If the grievance is not resolved, a member of the Collective Bargaining Committee shall reduce the grievance to writing and present it to the Chief of Police within ten (10) days after answer in Step 1. The grievance shall be dated and signed by the aggrieved employee or his representative, and shall set forth the facts, including dates, and remedy desired. At the time it is submitted it shall be dated and a written answer returned to the aggrieved employee within five (5) days. A meeting may be arranged by the representative who signed the grievance, in so far as practical, and the Chief to discuss the grievance. The Chief will then answer the grievance in writing within five (5) days from the meeting at which the grievance was discussed. If the answer of the Chief is not satisfactory to the Collective Bargaining Committee the

grievance may be appealed within ten (10) days to the Safety Committee in writing.

Step-3

A meeting between the Collective Bargaining Committee of the association and the Safety Committee or their designated representatives, will be arranged to discuss the grievance appealed. Said meeting is to be within seven (7) days from the date when received by the Safety Committee. The Safety Committee shall answer the grievance within seven (7) days of the date of the meeting at which the grievance was discussed. In order for a decision to be binding at Step 3 it shall bear the signature of two members of the Safety Committee. If not satisfactory answered in Step 3 proceed to Step 4.

Step 4

Upon written notice by the association to the Village Council within forty five (45) days after the time the Safety Committee answered or should have answered in Step 3, whichever is sooner, any unresolved grievance maybe submitted to binding arbitration.

ARTICLE V

TIME LIMITATIONS

The employer and association mutually reconize that it is to the benefit of all parties and the citizens at large that grievances be resolved at the earliest possible time and at the lowest step.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the employer, the grievance shall automatically advance to the next step. But excluding arbitration. The time limits establised in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

ARTICLE VI

TIME COMPUTATION

Saturdays, Sundays and Holidays shall not be counted under the time procedures established in the grievance procedure.

ARTICLE VII
GRIEVANCE FORMS

The grievance forms shall be furnished by the association with the agreement of the council.

ARTICLE VIII

RULES AND REGULATIONS

The employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties.

The association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 3 within fifteen (15) days after the rules or regulations have been established and the association has received written notice thereof.

ARTICLE IX

SPECIAL CONFERENCES

The employer and the association agree to meet and confer on matters of clarification of the terms of this agreement upon written request of either party. the written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. discussion shall be limited to matters set forth in the agenda.

ARTICLE X

MINIMUM STANDARDS

Minimum standards to become a police officer for the Village of Sparta. As adopted by the Village of Sparta on the 12-May 1975. And effective as of the 4-June 1975.

Minimum standards adopted. The minimum employments standards for law enforcement officers as established and adopted by the Michigan Law Enforcement Officers Training Council in accordance with Act Number 203, Public Acts of 1965 are hereby adopted as follows:

STANDARDS

- Number one- Be a citizen of the United States.
- Number two- Minimum age of twenty-one (21) years.
- Number three- Graduation from high school or equivalent. Equivalent defined as having attained a passing score on the general education development test indicating high school graduation level.
- Number four- Fingerprinting of applicants with a search of local, state and national fingerprint files to disclose any criminal record.
- Number five- The applicant shall not have been convicted of a felony offense.
- Number six- Good moral character as determined by a favorable report following a comprehensive back ground investigation covering school and employment records, home environment, personal traits and integrity. Consideration will be given to any and all law violations, including traffic and conservation law convictions as indicating a lack of good character.

Number seven- Acceptable physical, emotional and mental fitness as established by a licensed physician following examination to determine the applicant is free from any physical, emotional or mental condition, which might adversely affect his performance of duty as a police officer.

Number eight- The trainee shall possess normal hearing and normal color vision. He shall be free from any impediments of the senses. He must possess normal visual functions and visual acuity in each eye correctable to 20/20. The trainee must be physically sound; well developed physically, with height and weight in relation to each other and to age as indicated by accepted medical standards and in possession of his extremities. He shall be free from any physical defects, chronic diseases, organic or functional conditions, or mental instabilities which may tend to impair efficient performance of duty or which might endanger the lives of others or himself if he lacks these qualifications.

Number nine- A declaration of the applicant's medical history shall become a part of the background investigation. The information shall be available to the examining physician.

Number ten- An oral review shall be held by the hiring authority or his representative, to determine the applicant's acceptability for a police officer position and to assess appearance, background and ability to communicate.

Number eleven- Recruitment and employment practices and standards shall be in compliance with existing Michigan statutes governing this activity.

ARTICLE XI

WORKING CONDITIONS

A- HOURS OF WORK

1- WORK WEEK

The police department employee's work week shall begin on Sunday and run thru Saturday. The work week shall consist of an average of forty (40) hours computed over a period of one (1) calendar year.

2- WORK DAY

The regular work day shall consist of eight (8) hours.

3- It is recognized by the Village that such scheduling must not be arbitrary nor capricious, such as changing a members work schedule from day to day except during periods of emergency.

4- Payday shall be on Friday of each week.

B- THE SHIFT HOURS SHALL BE AS FOLLOWS:

1- First Shift 8:00 A.M. to 4:00 P.M.

2- Second Shift 4:00 P.M. to 12:00 A.M.

3- Third Shift 12:00 A.M. to 8:00 A.M.

4- A shift may be provided for the reserve officers on Friday and Saturday nights when needed. Also the reserves may be called in to work parades, emergency's or special events.

5- The shifts shall provide at least eight (8) hours off duty between shifts, and twelve (12) hours notice shall be given prior to any change in shifts, except in an emergency.

6- The shifts shall be on a twenty eight (28) day rotating basis. But not to exceed fifty six (16)

(56) days on one shift.

7- The work schedule will be drawn up by the chief of police.

ARTICLE XII

OVERTIME

A- OVERTIME SHALL BE DEFINED AS FOLLOWS:

- 1- Any time worked in excess of forty (40) regular pay hours a week shall be considered overtime.

B- Call In Time

- 1- Employee's called back to work after leaving and before normal reporting time. Will be guaranteed a minimum of two (2) hours at the rate of time and one-half ($1\frac{1}{2}$).
- 2- Call in time shall begin at the time an employee is required to report in at the station and terminates as of the time he is able to leave the station.

C- COURT TIME OFF DUTY

- 1- Employee's called into court shall be paid a minimum of two (2) hours pay at the rate of time and one-half ($1\frac{1}{2}$).
- 2- Court time shall begin at the time an employee is required to report in at the court and terminates as of the time he is able to leave.

D- TEMPORARY VACANCY ON SHIFTS ON THE REGULAR WORK SCHEDULE:

- 1- Shall be open to the full time officers of the police department. First to the officer working the shift that is open. Then will be offered on a seniority bases, via the overtime list.
- 2- When a man takes or is offered a shift he will be rotated to the bottom of the overtime list. Which is kept by the chief of police and will

be available to the uniformed officers.

3- Then if none of the full time officers do not want the open shifts. Only then may these openings be offered to the reserve officers.

E- Overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) of regular pay or in compensatory time off at the rate of time and one-half ($1\frac{1}{2}$) as requested by the employee.

F- The regular work schedule shall not be altered in anyway to keep from paying overtime.

ARTICLE XIII

SENIORITY

A- SENIORITY DEFINITION

Seniority shall be defined as the length of the employee's continuous service with the employer. Commencing from his first date of hire. Rank seniority shall mean the length of continuous service. Commencing from the date of the employee's service in his particular rank. Seniority shall continue to accumulate during all approved leaves of absence. Employee's who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

B- PROBATIONARY PERIOD

- 1- All new employee's shall be considered probationary employee's for a period of six (6) months, after which time their seniority shall be as of their first date of hire.
- 2- If the employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the employer. The employer may do so for an additional period not to exceed three (3) months, by giving written notice and reason therefor to the employee and the association prior to the end of the original six (6) month period.
- 3- A probationary employee shall not be subject to this agreement until they are a permanent employee.

C- SENIORITY LIST

The employer shall maintain a roster of employee's, arranged according to seniority, showing name, rank, position, range and step and seniority date and furnish a copy to the association at the first of each year or as soon as practical each year.

D- LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT.

1- An employee's seniority and employment with the

Village shall terminate for the following reasons:

a- He resigns or quits.

b- He is discharged or terminated and not reinstated.

c- He retires or dies.

d- He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser. Layoff time to be bridged continuous.

e- He is absent due to non work related illness or injury for a period of one (1) year or the length of his acquired seniority at the time the absence began, whichever is less. (This subsection shall not be applied to automatically terminate a probationary employee who is absent due to non work related illness or injury.)

f- He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for five (5) consecutive working days without notifying the employer, unless otherwise excused.

ARTICLE XIV

HOLIDAY PAY

A- There shall be eight (8) designated paid holidays. These holidays shall be as follows:

1- Independence Day	4th. of July
2- Labor Day	1st. of Sept.
3- Veterans Day	11th. of Nov.
4- Thanksgiving Day	28th. of Nov.
5- Christmas Day	25 th. of Dec.
6- New Years Day	1st. of Jan.
7- Memorial Day	26th. of May
8- Floating Day	(Birthday, Anniversary, Ect.)

B- An employee working the holiday will be paid at the rate of time and one-half ($1\frac{1}{2}$).

C- An employee not working the paid holiday will be paid at the rate of straight time.

D- Holiday pay will be paid in the pay period in which the holiday falls.

E- A holiday falling within an employee's paid sick leave, vacation period or regular time off shall not be charged against such sick leave, vacation period or regular time off.

F- Upon retirement or separation for any reason, an employee shall be paid his pro-rated share of the annual holiday pay due him, based on the number of designated holidays.

ARTICLE XV
VACATION TIME

- A- Paid vacation time shall be allotted as follows:
 - 1- Five (5) working days after one (1) year of service.
 - 2- Ten (10) working days after two (2) years of service.
 - 3- Fifteen (15) working days after ten (10) years of service.
 - 4- One additional day for each full year of service after ten (10) years. May not exceed twenty (20) days.
- B- No employee may choose to refuse to take a vacation and receive his vacation pay in lieu of vacation time off.
- C- Vacation time must be taken within the year it is earned.
- D- Selection of vacation will be based on seniority.
- D- Earned vacation pay shall be paid to any employee leaving the service of the Village of Sparta.

ARTICLE XVI

SICK DAYS

A- It is agreed that an employee shall earn and be granted sick leave of absence as hereby set forth:

- 1- One (1) day of sick time is to be given per month for a total of twelve (12) sick days per year., accrued up to 120 days.
- 2- Sick days accrued before January 1976 shall be kept.
- 3- Upon an employee's retirement, the Village of Sparta shall pay him the cash equivalent of one days pay at the employee's normal rate for fifty (50%) per cent of the sick days accumulated, but not to exceed \$500.00.

ARTICLE XVII
FUNERAL LEAVE

- A- An employee shall be granted up to three (3) working days off, in the case of the death of a spouse, parent, parent-in-law, children, including an adopted child or step-child.
- B- An employee may be granted up to three (3) working days off in the case of the death of grandparents, brother or sister. But such time will be deducted from the employee's sick days.

ARTICLE XVIII

LONGEVITY PAY

- A- Longevity pay shall be based on the salary of the employee at the time he reaches longevity.
- B- Longevity shall be paid on the rate listed below:
 - 2% from five (5) thru nine (9) years of service.
 - 4% from ten (10) thru fourteen (14) years of service.
 - 6% from fifteen (15) thru nineteen (19) years of service.
 - 8% from twenty (20) thru twenty-four (24) years of service.
 - 10% from twenty-five (25) years and over.
- C- Shall be paid the first pay day after your anniversary date.

ARTICLE XIX

UNIFORM ALLOWANCE

- A- The uniforms are to be furnished to the full time officers.
 - 1- The uniform furnished shall consist of long and short sleeve shirts, pants, tie, straw hat, felt hat, winter and summer coats, vest, cuff and shell cases, shoes or boots, pants belt, badges, miscellaneous collar pins, marksman pins, service revolver, holster, shoulder patches, ammunition (to match the revolvers), flash light and batteries.
 - 2- All of the above to be replaced by the Village when needed.
 - 3- All articles to be returned to the village upon termination of employment.
- B- The uniforms are to be furnished to the reserve officers.
 - 1- The uniform shall be the same as the full time officers, however, only one complete uniform shall be furnished by the Village of Sparta.
 - 2- The reserve officers uniform shall be replaced by Village when needed.
 - 3- All articles to be returned to the Village upon termination of employment.
- C- Uniform Board
 - 1- No part of the police uniform shall be changed without the approval of the Village council.

ARTICLE XX
LAY-OFF AND RECALL

A- All reductions in the work force shall be accomplished in the following manner:

1- Any lay-off will start with the lowest seniority in the uniformed police department.

2- Recall- Employee's who are laid-off shall be recalled by inverse seniority.

B- Recall Procedure

In the event of a lay-off an employee to be recalled shall be given two (2) weeks notice of recall to work by registered mail to his last known address. In the event the employee fails to make himself available for work no later than two (2) weeks after he received, or should have received notice of recall, he shall be presumed to have resigned and his name removed from the seniority list, provided, however, the Chief of Police may extend the time to report in extenuating circumstances. It shall be the laid-off employee's responsibility to keep a current address on file with the chief of police.

ARTICLE XXI

INSURANCES

- A- Pension (retirement) insurance is to be paid 50% by the Village and 50% by the employee's.
- B- Group health insurance shall be paid in full by the Village of Sparta.
 - 1- Hospital day rate to be \$80.00 a day.
 - 2- Major medical to be \$25,000.
- C- Group life insurance shall be paid in full by the Village of Sparta.

ARTICLE XXII

RANK ADVANCEMENT

- A- Corporal- Shall have a minimum of four (4) years police experience within a police department.
- B- Sergeant- Shall have a minimum of six (6) years experience within a police department.
- C- Promotions within the police department may be from the full-time sworn officers within the Sparta Police Department. If qualifications are met.
- D- If qualifications are equal between applicants. Then seniority of the Sparta Police Department will prevail.

ARTICLE XXIII

SAFETY CODE

- A- Shift officers may request whether to run one or two patrol cars with the permission of the chief.
- B- Safety screens will be installed in the marked patrol units.
- C- Shotguns will be locked in the vehicle mounts and covered with a sleeve over the barrel so that they are ready for instant use.
- D- At least two officers will be assigned to transport more than two prisoners if county vehicle is not available.
- E- No more than three prisoners will be transported by police patrol car at one time.
- F- A regular maintenance schedule will be set up on all of the police units and adhered to.
- G- All guns in the office and gun cabinet except ones worn by the officers on duty as officers shall be kept clean by the gun officer and unloaded.
- H- A spare (stubnose) revolver shall be furnished by the Village to be kept in the gun cabinet.

ARTICLE XXIV
MISCELLANEOUS

- A- Any person who has any relatives on the police department can not be hired by the police department without council approval.
- B- Officers who are required to drive their own automobiles in the performance of their duties shall receive fifteen (15) cents per mile.
- C- Parties agree that there shall be no requirement to live within the Village of Sparta.

ARTICLE XXV

WAGES

FULL TIME OFFICERS

The wages for the full time officers shall be eight (8%) per-cent over and above what their base pay was for 1975.

ARTICLE XXVI

WAGES

RESERVES

The wages for the reserve officers shall be eight (8%) per-cent over and above what their wages were for 1975.

ARTICLE XXVII

CAPTIONS

The captions used in each article of this agreement are for the purposes of identification and are not a substantive part of this agreement.

ARTICLE XXVIII
SEPARABILITY CLAUSE

Any part of this agreement which shall conflict with the applicable state or federal law, now or in the future, shall be null and void, but only to the extent of the conflict; all other parts shall remain in full force and effect for the duration of this agreement.

ARTICLE XXIX

DURATION

This agreement shall become retroactive as of the 1st day of January, 1976, and shall remain in full force and effect through the 31st day of December, 1976 thereafter unless either party hereto serves a written notice upon the other of at least ninety (90) days prior to the 31st day of December, 1976, or ninety (90) days prior to the expiration on any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

ARTICLE XXX

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Village will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

Eugene W. Hengel
Village President

Paul D. H. [Signature]
Association President

Karl Larsson
Safety Committee Chairman

Paul H. Sengenberg
Association Secretary

Edward [Signature]
Finance Committee Chairman

Roy C. Burgett
Witness

William H. Sutter
Witness