

6/30/99

AGREEMENT

BETWEEN

CITY OF DURAND

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Durand, City of

(POLICE DEPARTMENT BARGAINING UNIT)

Effective July 1, 1995 through June 30, 1999

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	UNION RIGHTS	3
ARTICLE III	MANAGEMENT RIGHTS	3
ARTICLE IV	AIR TO OTHER ORGANIZATIONS	3
ARTICLE V	UNION SECURITY	4
ARTICLE VI	SUBCONTRACTING	5
ARTICLE VII	UNION STEWARDS	5
ARTICLE VIII	SPECIAL CONFERENCES	6
ARTICLE IX	GRIEVANCE PROCEDURE	7
ARTICLE X	HOURS OF WORK	9
ARTICLE XI	WAGES	10
ARTICLE XII	VACATIONS	11
ARTICLE XIII	HOLIDAYS	13
ARTICLE XIV	SENIORITY	13
ARTICLE XV	LAYOFF AND RECALL	15
ARTICLE XVI	SICK LEAVE & PERSONAL LEAVE	16
ARTICLE XVII	COURT AND FUNERAL LEAVE	17
ARTICLE XVIII	INSURANCE	18
ARTICLE XIX	WORKER'S COMPENSATION	20

Table of Contents Continued

ARTICLE XX	BOND AND LEGAL ASSISTANCE	20
ARTICLE XXI	STRIKES AND SLOWDOWNS	21
ARTICLE XXII	FULL-TIME, PART-TIME AND CASUAL EMPLOYEES	22
ARTICLE XXIII	PROMOTIONS	24
ARTICLE XXIV	GENERAL PROVISIONS	25
ARTICLE XXV	EDUCATION	29
ARTICLE XXVI	DURATION, TERMINATION, AND MODIFICATION	29
	SCHEDULE "A" (WAGES)	31
	LETTER OF UNDERSTANDING	32
	DISCHARGE AND SUSPENSION	33

THIS AGREEMENT is entered into this first day of July, 1995, between the City of Durand, a municipal body corporation of the State of Michigan (hereinafter referred to as the "Employer") and Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the Union.)

PREAMBLE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

SECTION 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended the Employer does herein by recognize the union as the exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

SECTION 2.

The bargaining unit consists of all regular, full-time employees of the Police Department of the City of Durand whose positions are classified as: POLICE OFFICERS and SERGEANTS.

ARTICLE II

UNION RIGHTS

SECTION 1.

The Union, as the sole and exclusive bargaining representative of the employees shall have the rights granted to them by applicable Michigan Statutes now or hereinafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

Except as limited by express provisions in this Agreement, the Employer shall suffer no restrictions in management functions including, but not limited to the direction of employees, the full and exclusive right to hire, promote, demote, transfer, lay off, discharge, suspend or discipline employees, to promulgate and require compliance with reasonable rules and regulations governing the conduct of employees; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer, to establish and direct the location and methods of work, job assignments, and work schedules, to maintain order and efficiency of operations; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force and to control, direct and supervise all equipment.

ARTICLE IV

AID TO OTHER ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make an agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE V

UNION SECURITY

SECTION 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

SECTION 2.

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

A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union.

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

B. In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular employees, such payments shall commence thirty-one (31) days following the effective day of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

C. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 3.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employees all dues and/or initiation fees of Local Union 214 provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward or the Union.

- A. Dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B. Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.
- C. Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to in (B) above or for monies once remitted to the Union by first class mail postage prepaid.

ARTICLE VI

SUBCONTRACTING

Should subcontracting be anticipated or the Employer has decided to subcontract work normally performed by bargaining unit employees, the Employer shall attempt to reach agreement with the subcontractor to pick-up bargaining unit employees. The Employer shall notify the Union and meet and discuss the subcontracting.

ARTICLE VII

UNION STEWARDS

SECTION 1.

Union employees shall be represented by one Steward or Alternate Steward. During period of absence of a Steward, the Alternate Steward shall represent the employees in the absence of the Steward.

SECTION 2.

The authority of the Steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay upon having received permission from the Chief, or immediate Supervisor in their absence to do so. The Chief shall grant permission within a reasonable time, after the first hour of the shift for such Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Steward, and Alternate, may be required to record time spent. All such Stewards will perform their regular duties in addition to the handling of grievances as provided herein.

SECTION 3.

The Union will furnish the Employer with the names of its Stewards and Officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

SECTION 4.

If a negotiating session is scheduled between the parties and the Local Union representative, who is an employee of the City, the City shall pay for the Local Union Representative's time spent in said negotiations at a straight time basis only. Any Local Union representative who is an employee of the City attending a negotiation session on his off duty hours shall not be subject to any pay from the Employer for time spent in off duty negotiations.

ARTICLE VIII

SPECIAL CONFERENCES

SECTION 1.

Special conferences for important matters will be arranged between the Union and the Employer or his designated representative upon the request of either party.

SECTION 2.

If the Chief of Police is unavailable for two (2) weeks or less, all grievances shall be held in abeyance until his return. If the delay should exceed two (2) weeks, time limits may be extended by mutual consent.

SECTION 3.

Such meeting shall be between representatives of the Union and Representatives of the Employer, provided arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at times mutually agreeable. Bargaining unit employees shall not lose pay for time lost in such special conferences. This meeting may be attended by a representative of the Local Union. Conferences shall include matters on the Agenda, except when mutually agreed, other matters may be discussed.

SECTION 4.

Special conferences shall be scheduled within ten (10) days after the request is made, provided that the number of bargaining unit employees present at such meeting shall be limited by the Chief based upon the need for services to be performed for the public.

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION 1.

A grievance is an expressed violation of specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2.

All grievances shall be settled only in accordance with the following procedures set forth in this Article.

SECTION 3.

All grievances shall be handled in accordance with the following steps:

STEP 1: Grievances must be discussed within five (5) days of the occurrence by conference between the aggrieved employee, the Steward, or both, and the Chief. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce the grievance in writing on the grievance form provided by the Local Union, within five (5) regular working days of this conference and to deliver this to the Chief of Police.

STEP 2: After receipt of the written grievance, the Chief shall return to the aggrieved a written answer within five (5) working days.

STEP 3: If after receipt of the written response, the grievance is not settled, the aggrieved shall submit both the grievance and the Chief's response to the City Manager.

STEP 4: If after receipt of grievance and response of the Chief, the City Manager is unable to settle the grievance, he may request a meeting with the council. A written answer must be filed within fourteen (14) days of said meeting.

STEP 5: If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within ten (10) working days after receipt of the last step answer.

All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations, then obtaining within the time specified above and such rules shall govern the Arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. The arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses.

SECTION 4.

Grievances must be taken up promptly and no grievance will be considered which is presented later than five (5) working days after such has happened. However, the parties may mutually agree to extend the time limits.

SECTION 5.

If at any step of the grievance procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the employer's last answer.

If at any step of the grievance procedure the Employer fails to answer a grievance in a timely fashion, the grievance shall be settled in favor of the aggrieved.

SECTION 6.

Only one (1) grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

SECTION 7.

Time limits may be extended by mutual agreement.

SECTION 8.

No claim for back wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and benefits. However, any such award may be decreased by such earnings received from other employment compensation during the recognized entitled period.

ARTICLE X

HOURS OF WORK

SECTION 1.

The City of Durand recognizes twelve (12) hour shifts within the terms of the contract. If the City of Durand can demonstrate that it is economically unfeasible to continue twelve (12) hour shift operations, the City of Durand agrees to notify the Union and enter into negotiations regarding shift hour length. If the issue cannot be resolved within sixty (60) days after the City has informed the Union, either party will have the privilege of filing with the American Arbitration Association for the single issue of the shift length and those issues which directly affect it.

SECTION 2.

The Employer will attempt to provide a meal period undisturbed by non-priority calls. It is understood that the interest of public safety is a prime concern, and officers will respond to any call where immediate attention is required. Priority of calls shall be determined by the Chief of Police.

SECTION 3.

Shift preference may be chosen twice a year by employees during the months of November (for the months of December through May) and May (for the months of June through November) for a period of not less than six months. Seniority shall be followed in shift preference.

SECTION 4.

If the City successfully reverts to the eight (8) hour day shift, the cap in terms of hours worked by part-time or temporary officers will be re-established to that level contained in the 1988-1991 contract.

ARTICLE XI

WAGES

(See Schedule "A")

SECTION 1.

Employees shall be paid time and one-half (1 1/2) for all hours worked in excess of twelve (12) hours in a scheduled work day and in excess of forty (40) hours in a scheduled work week.

All time worked before and after an employee's scheduled starting and finishing time will be paid at premium rates.

If overtime is refused by a member, it shall be credited to him as though he worked and the next less senior employee will be called. Overtime will be equalized as much as possible.

There will be no pyramiding of overtime or premium pay. Provided further that when hours worked in excess of forty (40) is used to schedule rotation, said hours shall not be counted for the purpose of calculating overtime pay.

SECTION 2. COURT TIME PAY

In the event that an employee is requested to report for duty to sign a complaint, or is subpoenaed to court, he will receive a minimum of two (2) hours call-in pay at time and one half (1 1/2), provided the employee is off duty. Subpoena fees will be returned to the City.

SECTION 3. CALL-IN PAY

If the employee is called in while off duty or on a pass day, he will receive a minimum call-in pay of two (2) hours at time and one-half (1 1/2).

STAND BY:

1. When an employee is ordered that he is on stand-by, the Employer will compensate the said employee at his base rate until the stand-by is terminated by the Employer.
2. When an employee is ordered that he is on stand-by, he will stay at home until he is advised that the standby is terminated.

ARTICLE XII

VACATIONS

SECTION 1.

Employees shall be entitled accordance with the following schedule

One (1) year service	five (5) days
Three (3) years' service	ten (10) days
Five (5) years' service	thirteen (13) days
Ten (10) years' service	sixteen (16) days
Fifteen (15) years' service	twenty (20) days

SECTION 2.

Employees shall be eligible for vacation upon completion of their probationary period and shall be credited vacation days each year from July 1 to June 30.

SECTION 3.

Vacation pay shall be based upon the employee's base salary as of the first day of vacation.

SECTION 4.

All employees shall be required to take not less than two (2) weeks' vacation per year if possible and manpower is available to maintain shifts. The two (2) weeks as provided herein shall not be deemed to mean two (2) consecutive weeks.

SECTION 5.

Vacation requests will be made according to seniority with the most senior employee having the first selection and the least senior employee selecting last.

SECTION 6.

For the purposes of vacation bidding the fiscal year shall be divided into two (2) parts. Employees shall select vacation period in December for that period, January through June. Employees shall bid again for vacation periods in June for that period July through December.

SECTION 7.

Employees requesting vacation at times other than provided in Section 6 above shall be granted said vacation only if the time period requested is vacant or additional approval is granted by Employer.

SECTION 8.

Upon discharge for just cause, or upon quitting without at least fourteen (14) days' notice to the Chief of Police or under circumstances set forth in Article XIV Section 5 (b) and 5 (c), an employee shall not be entitled to receive pay for unused vacation to which he may be entitled. Upon termination for other reasons, employees shall be entitled to pay

for unused vacation to which they are entitled. Probationary employees are not entitled to pay for unused vacation.

ARTICLE XIII

HOLIDAYS

SECTION 1.

The following days shall be designated and observed as holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
New Year's Eve	Christmas Eve
Veterans Day	Easter Sunday

SECTION 2.

All employees shall receive an annual leave day in lieu of holiday pay. All employees who work a holiday will receive time and one-half (1 1/2) for hours worked, plus an annual leave day.

ARTICLE XIV

SENIORITY

SECTION 1.

Seniority shall mean the status attained by continuous employment with the Durand Police Department in a particular classification.

Employees entering specific classifications in the Durand Police Department from other city divisions or classifications, shall use their total City seniority for retirement and vacations only.

SECTION 2.

New employees hired on a full-time basis shall be probationary employees for a period of one (1) year following completion of required schooling.

Probationary employees shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire.

Probationary employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Union activity.

SECTION 3.

New employees having prior law enforcement experience may be given seniority for pay purposes only, which in the judgment of the Police Chief properly reflects said employee's value to the City of Durand. After such initial seniority has been determined, the employee's future wage changes shall be in accordance with this Agreement. Such employees shall be subject to Section 2, the same as new employees having no prior experience. Seniority for pay purposes is a one-time adjustment, and future pay increase will be on actual seniority.

All assignments within the department will be bid by seniority with the exception of the D.A.R.E. Officer position which will be assigned by the Chief of Police, provided the 12 hour shifts remain in effect.

SECTION 4.

The Employer shall post in a conspicuous spot at the Police Station an up-to-date list of employees in the bargaining unit in order of their most recent date of hire.

SECTION 5.

An employee shall lose seniority for the following:

- 1) He quits or is discharged.
- 2) He has been on lay-off for a period of time equal to his seniority or twelve (12) months, whichever is shorter.

3) He is absent from work, including failure to return to work following a leave of absence, vacation, or disciplinary lay-offs, for three (3) consecutive days without notifying the Employer, unless he is unable to make proper notification.

SECTION 6

When an employee, because of discharge, is re-instated through the Grievance Procedure, all lost seniority will be returned, unless settlement dictates otherwise.

ARTICLE XV

LAYOFF AND RECALL

SECTION 1.

The word "layoff" means a reduction in work force due to lack of work or lack of funds.

SECTION 2.

In the event of a layoff, part-time employees shall first be laid off. If it becomes necessary to reduce the work force further, probationary employees will be the next laid off. Seniority shall be followed in further reduction in the work force; in that the last full-time employee hired shall be the first laid off, and the last full-time employee laid off shall be the first recalled from layoff and recall shall not be arbitrary or capricious.

SECTION 3.

In the event of a layoff, employees shall be given fourteen (14) days' notice of layoff. An employee on layoff shall be given fourteen (14) days' notice of recall to work. Notice shall be by telephone call to the number provided the Employer by the employee and shall be confirmed in writing and mailed first class to the address last provided the Employer by the employee. The Employer shall have no responsibility for the failure to notify any employee or recall when such failure is due to the employee's telephone number or address being inaccurate.

ARTICLE XVI

SICK LEAVE & PERSONAL LEAVE

SECTION 1.

All bargaining unit members covered by this Agreement shall receive twelve (12) days per year non-accumulative. Four days may be converted to personal days.

The Employer will provide an eight (8) working days kick-in short term health and accident insurance coverage with an attached long-term rider. Pay in the package shall be based on 60% of base rate to a maximum specified in insurance contract. Employees shall have completed their probationary period to become eligible for coverage. New coverage employees shall have their non-accumulative days pro-rated based on July 1 fiscal year. An example would be: An employee eligible on January 1 would be allowed a maximum six (6) days.

SECTION 2.

The department head may require a doctor's certificate or other proof acceptable to his or her department head. The department head shall not unreasonably impose such requirements unless a pattern is shown for one year.

SECTION 3.

An employee will be paid 75% of the remaining sick days at the end of the fiscal year unless he or she opts to bank those days to a maximum of 24. There is no cash out of these 24 maximum days should an employee leave employment. This option must be declared prior to July 1 of each year.

SECTION 4.

Employees shall notify the Employer of inability to report to work and shall state the reason for the inability. Employees determined to be abusing sick leave privileges may be subject to disciplinary action.

SECTION 5.

An employee who has reported to work and who leaves work early because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if they leave before the completion of the first half of their

scheduled shift and one-half (1/2) days if they leave after completion of the first half of their scheduled shift.

SECTION 6.

If an employee leaves work due to an injury arising within the scope of employment, he shall not be charged sick leave for that day.

SECTION 7.

If, in the judgment of the officer in charge, an employee on the job is ill to the extent that the illness interferes with the satisfactory performance of his duties, said employee may be directed to take sick leave. Disputes arising under this section shall be subject to the grievance procedure. In the event that the matter is arbitrated with a decision against the Employer, the Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing his ability to satisfactorily perform his duties.

ARTICLE XVII

COURT AND FUNERAL LEAVE

SECTION 1.

Any employee who must attend court upon service of a subpoena as a result of his employment shall suffer no loss of pay.

SECTION 2.

"Provided the employee attend the funeral," employees will be granted, without loss of pay, up to three (3) working days of leave because of the death in the immediate family.

In the event the site of the funeral is beyond 250 miles from the City of Durand, additional travel days without pay will be allowed. If a request for additional travel days is denied by the Employer, such denial shall not be a grievable issue by the Employer or the Union. Such denial shall not be arbitrary or capricious and the Employer reserves the right to determine if vacation days or personal days may be used to cover any additional requested travel days.

Immediate family is defined as spouse, parent, parent of a current spouse, child, stepchild, brother, sister, grandfather, grandmother, spousal grandparents, great grandparents and those family members who have lived in the same household as the employee for ten (10) years or more.

ARTICLE XVIII

INSURANCE

SECTION 1.

The Employer shall maintain life insurance to its employees in the sum of \$25,000 A.D.& D. and shall pay the premium cost of such insurance.

SECTION 2.

The company or companies providing shall be selected by the Employer, provided, however, hospitalization shall be in accordance with the following limits:

Blue Cross/Blue Shield; MVF-1(365 days' coverage); Master Medical option IV; M-L- Rider; F.A.E. Rider.

The City agrees to continue to provide up to \$436 per month per regular employee toward the premium monthly payment of such health care. If the cost exceeds \$436, the employee agrees to pay the cost difference by payroll deduction on a weekly basis.

As an option to the above health care insurance, the City agrees to offer the employees Blue Cross/Blue Shield Network, an HMO, fully paid by the Employer.

Health care coverage shall be applied to all full-time employees and retired employees with twenty-five (25) years of service, and on City pension. Those employees with less than twenty-five (25) years' service, if age sixty (60) has been reached, will receive upon retirement and eligibility for a pension from the City, four percent (4%) per year of service, paid toward the above stated coverage. Employees retiring prior to attaining age sixty (60) may continue in said insurance, making monthly premium payments in advance to the Employer. After the retiree attains age sixty-five (65), the City will pay for the supplemental BC/BS coverage per the formula above.

SECTION 3.

The Employer agrees that sworn members of the bargaining unit shall receive the benefits of Plan D, Teamsters Eye and Dental.

SECTION 4.

The City reserves the right to implement equal and comparable coverage.

SECTION 5.

Operating Procedure #42 of the City of Durand Police Department which states:

PURPOSE: The purpose of Operating Procedure #42 is to establish a policy concerning outside employment by officers of the Durand Police Department.

POLICY: All officers of the Durand Police Department who wish to maintain outside employment shall notify the Chief of Police in writing and request permission.

No officer shall identify themselves as members of this Department when performing work related to or in conjunction with outside employment.

Officers shall not allow outside employment to interfere with their regular work schedule, court appearances, or any overtime assignments.

Officers shall not work in any liquor establishment that serves alcohol, or comes within the scope of the Michigan Liquor Control Commission.

Officers shall not use any Department issued/owned equipment in conjunction with outside employment.

Any officer who is found to be in violation of this policy may be subject to Departmental discipline and shall be subject to the grievance procedure.

ARTICLE XIX

WORKER'S COMPENSATION

SECTION 1.

Each employee will be covered by the applicable Worker's Compensation laws, and the Employer further agrees that an employee being eligible for Worker's Compensation income will be paid an amount by the Employer sufficient to make up the difference between Worker's Compensation and his regular net weekly income based on forty (40) hours for a period of time not to exceed twenty-six (26) weeks.

ARTICLE XX

BOND AND LEGAL ASSISTANCE

SECTION 1.

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Inability to obtain a bond from Employer's usual bonding company source within thirty (30) days on a particular employee, or cancellation of a bond on any employee after one has been issued, shall be just cause for discharge of such employee; except that, if an employee is able to make his own bonding arrangements with a duly licensed bonding company within thirty (30) days after the Employer requests him to do so, such a bond premium will be paid by such employee. "Standard Premium" shall be that premium by Employer to its bonding source for bonds applicable to other employees in similar classifications.

SECTION 2.

The Employer shall provide the legal services for the defense of any employee needful of such services as a result of acts occurring in the legal performance of police duties and responsibilities.

ARTICLE XXI

STRIKES AND SLOWDOWNS

SECTION 1.

Understanding that the proper method of settling grievance is as set forth in this agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interest of the public or the City of Durand, it is agreed that there shall at no time be strikes, slowdowns, tie-ups of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively.

SECTION 2.

The Union, its officers, employees, or agents shall not promote, encourage, or advocate a violation of Section 1 of this Article.

SECTION 3.

In the event there is a violation of this section, the Union shall, when required by the employer, take the following actions:

A. Within 16 sixteen hours of a request by the Employer, notify in writing each of its members that such activity is unauthorized by the Union, that such activity is a violation of the contract, that such activity in and of itself is proper grounds for discharge, and that each employee is to immediately cease such activity.

B. At the Request of the Employer, and if such proceedings are provided for, institute internal Union disciplinary proceedings against each member in violation. In the event of a violation of this section, the Employer shall have the sole and complete right to discipline, including discharge.

Provided that the Union complies with this section, it shall have no liability for the violation by its member of Section 1 of this Article.

ARTICLE XXII

FULL-TIME, PART-TIME AND CASUAL EMPLOYEES

SECTION 1.

DEFINITION OF FULL-TIME:

The City of Durand recognizes that there are four (4) full-time, certified police officer positions within the bargaining unit. The City agrees to maintain this level of full-time positions provided the City has the economic ability to do so.

DEFINITION OF PART-TIME:

Employees hired expressly on a part-time basis whether regular or occasional, shall be "part-time employees" for the purpose of the Agreement.

SECTION 2. Coverage:

Part-time employees shall not be covered by or subject to this Agreement.

SECTION 3. Limits on Hours:

No part-time employees shall be allowed to work more than twenty (20) hours per workweek. In the event more than one part-time police officer is hired by the City, the total combined hours shall not exceed sixty-four (64) hours.

The Union agrees, as long as the 12-hour shifts remain in effect, with the City's right to unlimited use of part-time employees for purposes of supplementing the present full-time positions; i.e., vacation, sick leave and special events.

SECTION 4.

These limitations pertain to any hours worked by part-time employees when scheduled by management, but does not include court time that is a result of work initiated by the part-time officer himself.

SECTION 5.

Hour limitations shall be waived in emergency situations. Following are examples of emergency situations that may warrant the unlimited use of part-time officers.

1. Personal illness of a member of the bargaining unit exceeding five (5) consecutive days in length.
2. Family illness of a member of the bargaining unit exceeding five (5) consecutive days in length.
3. City/County Wide Disaster - when all officers are called in to work.
4. Any situation where the Union agreed to waive the hour limitations; the Union will be reasonable when a request is made by management regarding hour limitations.
5. When two or more officers are scheduled off on vacation or personal illness.
6. Any emergency declared by the Mayor or Governor.

SECTION 6.

Members of the bargaining unit (full-time officers) shifts or schedules will not be changed to accommodate the scheduling of part-time officers.

SECTION 7.

All other parts of this Agreement shall be considered subordinate to this Article when compared to this Article.

ARTICLE XXIII

PROMOTIONS

SECTION 1.

The Employer will make promotions within the bargaining unit available to its employees who possess the ability and training for the job under consideration. Sergeants will have supervisory authority over patrolmen. All subsequent promotions will be made in accordance with this Article.

SECTION 2.

ALL PERMANENT PROMOTIONS SHALL BE BASED UPON THE FOLLOWING FACTORS:

- A. Promotions shall be on a competitive basis.
- B. Highest seniority employees will be given first consideration.
- C. Each applicant shall take a written and oral examination.
- D. The promotion shall be given to the employee who scores the highest passing grade on the examination (70%).
- E. The performance by any employee on any one examination shall not be used for any promotion other than the specific promotion for which the test was taken.
- F. Eligibility for a promotion will be open only to those employees having four (4) years' seniority in the next lower rank or, if a new position is created, then all employees in the next lower rank shall be eligible for the new position.

SECTION 3.

Promotional vacancies will be filled at the earliest possible time after being vacated.

SECTION 4.

Job openings shall be posted for five (5) calendar days on the bulletin board. Employees desirous of competing for the job shall personally advise the Chief of Police in writing prior to the expiration of the five (5) days.

SECTION 5.

In the event no eligible employee achieves a passing grade on the first examination, a second examination will be given within thirty (30) days. If none successfully passes the second examination, hiring may be from outside.

SECTION 6.

If within six (6) months the employee is unsatisfactory in the new position, he will be returned to his former rate of pay without loss of seniority. The next person on the eligibility list will be placed in the rank. The evaluation of performance shall not be arbitrary or capricious.

SECTION 7.

The employee who is promoted from an eligibility list will receive pay for that rank.

ARTICLE XXIV

GENERAL PROVISIONS

SECTION 1. Equipment:

The Employer shall not require that an employee operate, in the line of duty, a vehicle reported to not be in safe operating condition or a vehicle that does not meet all the requirements set forth in State Law. It shall not be a violation of the Agreement to refuse to operate such equipment unless said refusal is unjustified. Proper operating condition of said vehicle will be determined by a certified mechanic. Minor repairs shall be made by employees assigned to the vehicle.

The employee shall report immediately, or at the end of his shift, all defects in or damage of equipment. Reports shall be made on forms provided by Employer and a copy shall be given to the employee.

SECTION 2. Accidents:

The employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. Employee shall provide, in writing, a report of said accident incorporating all information requested by Employer.

SECTION 3.

Two (2) employees will be scheduled to work between the hours of 8:00 p.m. and 4:00 a.m. on Wednesday, Thursday, Friday, and Saturday.

SECTION 4. Facilities:

The Employer will furnish locker facilities at the Police Station. The Steward and the Chief will have access to lockers. The employee whose locker is to be opened and the Steward shall have the opportunity to be present at the opening.

SECTION 5. Transportation:

Where an employee is directed by the Employer to use his own transportation, he shall be reimbursed the sum of twenty-five (\$.25) cents per mile, except for court time and warrants.

SECTION 6. False Arrest Insurance:

The Employer shall maintain the presently in force insurance protection against false arrest with the maximum limits of \$100,000/\$300,000.

SECTION 7. Furnishing of Equipment:

The Employer shall furnish and replace as needed, all required equipment necessary for the performance of employee's duties.

The Employer will replace or repair watches and glasses, lost or damaged while in the performance of his duty in the amount not in excess of \$100.00 per item.

EXCEPTION: Watches - a maximum of \$25.00.

SECTION 8. Education:

An employee required by the Employer or the State of Michigan to attend school or receive certification to operate a particular piece of equipment used at the Durand Police Department shall continue to receive his salary during such schooling that is attended during normal working hours, and attendance at said schooling is subject to Police Department work schedules.

The Employer will provide tuition, reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide his transportation for schooling, he shall be reimbursed at the rate of twenty-five (\$.25) cents per mile for schooling; he shall be reimbursed at the rate of twenty-five (\$.25) cents per mile for necessary trips to and from the school site.

When there is a job related school or seminar open, the employee may request to the Chief of Police, in writing, his desire to attend said school seminar. Should an employee be sent, it will be on a rotation seniority basis with the cost being paid by the Employer.

The Employer shall post all schools and/or seminars offered, to his knowledge, within a seventy-five (75) mile radius of the City of Durand.

SECTION 9. Service Records:

The Employer agrees to keep records of service reflecting the performance of each employee, including but not limited to, citations for meritorious service awarded to those employees so entitled. All records are to be locked in the Personnel Director's office.

Personnel records can only be viewed by the Chief, Personnel Director, City Manager and the individual employee. Records may be viewed by others if employee agrees.

SECTION 10. Visits of Union Representatives:

Authorized representatives of the Union shall be permitted to make reasonable visits of the operation of the Employer during working hours to talk with Steward of the Local Union and/or representatives of the Employer concerning matters covered in this Agreement. Union Representatives shall be able to have meetings with Steward and/or Alternate to discuss grievances, discipline, discharge, or contract language, without loss of pay.

SECTION II. Leave for Union Business:

The Employer shall allow one (1) man three (3) days per fiscal year to attend union seminars and/or conventions. The Union shall notify the Employer ten (10) days prior to such leave and state the names of those required to attend. If manpower does not permit, shift changes will be allowed.

SECTION 12.

The City shall purchase for each employee, body armor, (light weight/second chance vests). Further, all employees shall receive the following uniforms and will be replaced by the Employer as needed:

- | | |
|--------------------|------------------|
| 3 summer shirts | 1 summer hat |
| 3 winter shirts | 1 winter hat |
| 3 trousers | 1 San Brown belt |
| summer windbreaker | 1 garrison belt |
| handcuffs | patches |

Uniforms will be replaced and maintained by the Employer, with a maximum of three (3) uniforms per week being cleaned at the Employer's expense. The City shall also pay every two (2) years, upon receipt of purchase to the unit member, \$125.00 towards boot allowance.

SECTION 13.

The City shall provide for the duration of this Agreement its pension plan under the Municipal Employee's Retirement System, Benefit Plan B-3, F-50 Rider with FAC-3 Rider. The City will be responsible for the full cost of all premium dollars in order to continue to provide this pension plan and its riders.

A member of the Durand Police Department will be made part of the representation of the pension meetings.

SECTION 14. Psychological Testing:

The Employer shall have the right to order psychological testing biannually. Discharge may be ordered if unfit (after use of all sick and vacation time).

If the City psychiatrist finds the employee unfit, the Union may hire a psychiatrist. If they disagree, a third psychiatrist may be jointly hired to make the final decision. The psychiatrist will be registered in the State of Michigan.

SECTION 15. Weapons:

The City agrees to purchase and maintain one (1) 15-shot Beretta automatic pistol for each full time employee, as well as one (1) holster of uniform size and design for each full time employee. Said weapon to remain the property of the City of Durand.

ARTICLE XXV

EDUCATION

SECTION 1.

To ensure education, the Employer agrees to pay \$1.00 per documented credit hour. In order to qualify after first year, the employee must gain credit hours for that year.

When an employee achieves an Associates Degree, he will no longer receive the \$1.00 per credit hour but will receive 2% of his base salary.

Upon completion of a Bachelor's Degree, the employee shall receive 4% of his base salary.

Hours earned shall be for the attainment of a degree in a job related field.

Payment will be made the first pay of December.

ARTICLE XXVI

DURATION, TERMINATION, AND MODIFICATION

SECTION 1.

This Agreement shall be effective as of July 1, 1995, and shall continue in full force and effect until midnight, June 30, 1999, with full retroactivity.

SECTION 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year of termination.

SECTION 3.

If either party desires to modify alter, renegotiate, amend or change this Agreement, it shall be sixty (60) days prior to the termination date or any subsequent termination date given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendment that may be agreed upon shall become and be a part of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

SECTION 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to: Teamsters State, County and Municipal Workers Local 214, 2825 Trumbull Ave., Detroit, Michigan, and if to the Employer, addressed to the Chief of Police, Durand, Michigan, or to any other such address the Union or the Employer may make available to each other.

CITY OF DURAND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

By: Denny Stokes

By: Anthony F. Morok

By: Gregory J. ...

By: Paul L. ...

SCHEDULE "A"

WAGES

POLICE OFFICER:

All members of this bargaining unit will receive a \$650.00 bonus upon execution of this Agreement. This is to be paid in lieu of retroactive pay for the time period of July 1, 1994 to July 1, 1995. The members of the bargaining unit will receive retroactive pay to July 1, 1995.

The following pay schedule shall be in effect.

	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Start	\$12.73	\$13.13	\$13.52	\$13.93	\$14.35
2nd year	13.13	13.52	13.65	14.06	14.48
3rd year	13.41	13.81	14.22	14.65	15.09
4th year	13.68	14.09	14.51	14.95	15.40

LETTER OF UNDERSTANDING

The Union accepts the City of Durand's demand for a waiver of the contract language regarding shift selection of the bargaining unit members in regards to the City's concept of Working Chief.

The City agrees that present members of the bargaining unit will not be laid off.

Both parties agree that this letter will be in effect for the duration of the tenure of the current Chief of Police.

CITY OF DURAND:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By: Denny Stokes

By: Anthony F. March

By: Amey J. Redding

By: Paul L. Hottle

DISCHARGE AND SUSPENSION

Section 1.

The Employer shall not discipline, discharge, or suspend any employee without just cause.

Section 2.

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward before he/she is required to leave the property of the City. Upon request of the employee a place on the property will be made available to the employee and the steward for a period of up to one (1) hour.

Section 3

When any disciplinary action, excluding oral reprimands, are taken against an employee, the employee shall be given an opportunity for Union representation upon request, and then to state his/her position and offer any immediately available evidence to his/her superior officer rendering such discipline

Written notice of any disciplinary action shall be given to the employee by the employer within forty-eight (48) hours, excluding Saturdays, Sundays and holidays,

Section 4

An employee may be required to prepare and file a written incident report regarding any incident related to his/her employment with the Department. In the event the incident may constitute a criminal offense, and such is known at the time and results in disciplinary action, the employee shall be advised of the situation and shall have the right to consult counsel before filing said report. However, after being given such an opportunity, the employee shall be required to file a report concerning the incident.

Section 5.

In imposing any discipline, the Employer will not base its decision upon any written reprimand imposed more than one (1) year previously nor on any disciplinary suspension imposed more than two (2) years previously. Written reprimands other than as provided above, shall not remain in effect for a period of more than one (1) year from the date of said notice.

Section 6.

If an employee shoots, while in the line of duty, another person, that employee may be inactivated or reassigned, by the Chief of Police or his/her designated representative, receiving full pay and benefits for a period of up to five (5) days. During the five (5) days the employee must make himself/herself available for investigative purposes.