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AGREEMENT

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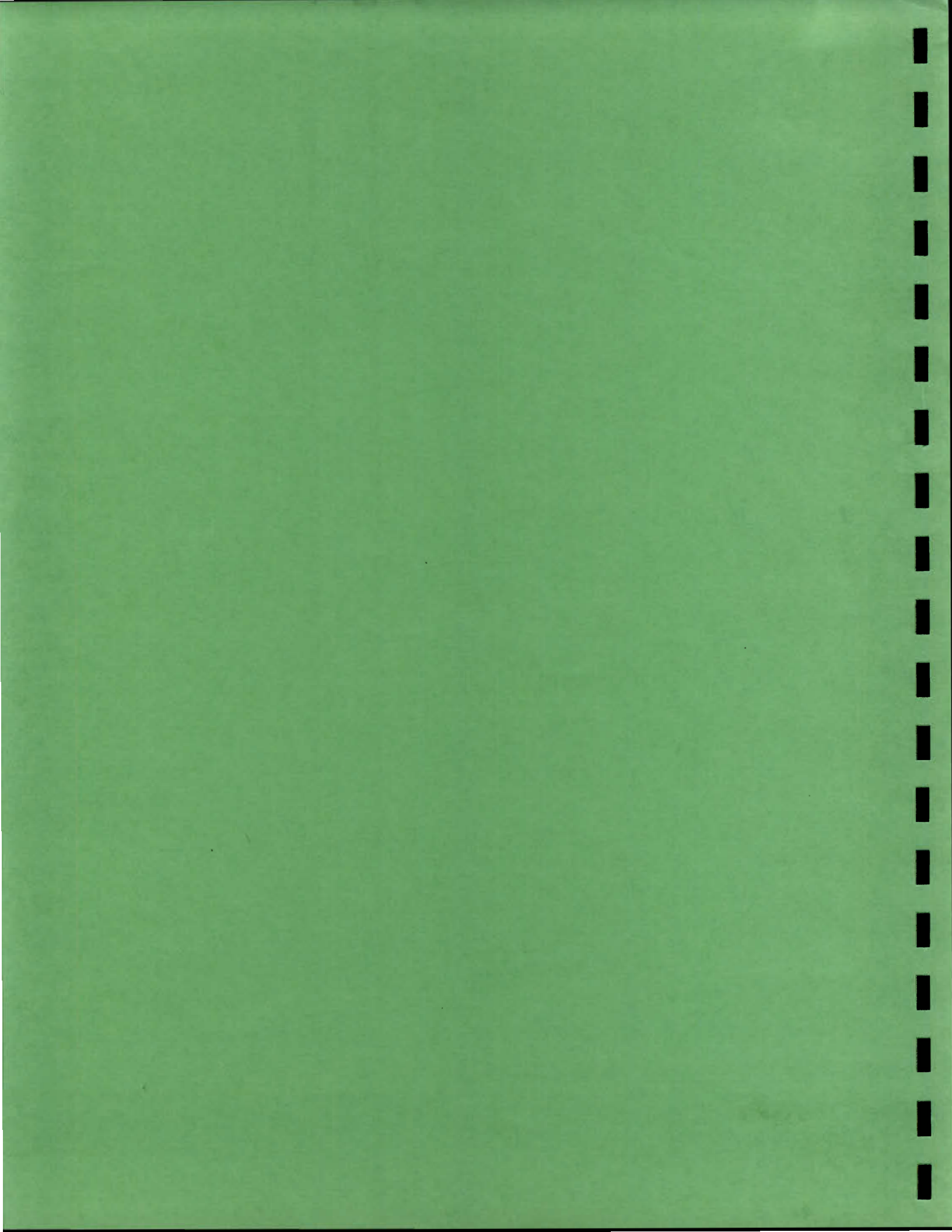
THE CITY OF SOUTH HAVEN

and

**POLICE OFFICERS LABOR COUNCIL
(Supervisory Unit)**

July 1, 1992 through June 30, 1995

South Haven, City of



A G R E E M E N T

between

THE CITY OF SOUTH HAVEN

and

POLICE OFFICERS LABOR COUNCIL
(Supervisory Unit)

July 1, 1992 through June 30, 1995

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A G R E E M E N T

THIS AGREEMENT entered into as of this 1st day of July, 1992, between the City of South Haven (hereinafter referred to as the Employer) and the Police Officers Labor Council (hereinafter referred to as Labor Council).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the interest of the employer, the employees and the Labor Council.

The parties recognize that the interest of the community and job security of the employees depend on the employer's success in establishing a proper service to the community.

To these ends the employer and the Labor Council encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION AND DUES

Section 1.1. Recognition - Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Labor Council as the exclusive representative for the purpose of collective bargaining for all employees covered by the bargaining unit described below:

All regular full-time supervisory employees of the Police Department of the City of South Haven, Michigan assigned to the classifications set forth in Appendix A, excluding executives (the Chief of Police and Assistant Chief of Police), and all other employees.

For purposes of the recognition granted the Labor Council, it is understood and agreed that individuals utilized on a temporary basis and members of the South Haven City Auxiliary Police Unit shall not be within the collective bargaining unit described in this section.

Section 1.2. Definitions. For purposes of this Agreement the following definitions and restrictions on use shall apply:

Permanent Employee. A permanent employee is an employee who having served a probationary period, is considered a regular

member of the department; removal of permanent employees shall be made only for just cause or by a reduction of the working force.

Temporary Employee. A temporary employee is an employee who may be hired for a period not to exceed one (1) year for a specific project. Such employees shall be so designated on the payroll. A temporary employee shall not be entitled to any fringe benefits made available through employment with the City.

Auxiliary Police. Temporary and permanent employee status does not apply to members of the South Haven City Auxiliary Police Unit. The City agrees not to utilize members of the Auxiliary Police Unit to fill short shifts caused by illness, vacations, leaves of absence, or layoff.

Section 1.3. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Labor Council (bargaining unit).

SPECIAL CONFERENCES

UNION SECURITY

Section 2.1. Labor Council Membership. Membership in the Labor Council is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Labor Council as they see fit. The Labor Council recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Labor Council.

Section 2.2. Labor Council Service Fee. All employees included in the collective bargaining unit set forth in Section 1.1 shall, as a condition of employment, pay to the Labor Council a service fee. This obligation to pay a service fee to the Labor Council shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's probationary period, whichever is later. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Labor Council members. The Labor Council shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Labor Council may be satisfied by direct payment to the Labor Council by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of Section 2.4. In addition, any

employee who is a member of the Labor Council shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Labor Council.

Section 2.3. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 2.2 who fails to pay the service fee is subject to discharge. The Labor Council may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Labor Council's intent to require enforcement of Section 2.3. This notification shall be in writing signed by a non-employee representative of the Labor Council and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Labor Council for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of notification from the Employer shall be terminated; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Labor Council for payment of all service fee arrearages before the employee is subject to termination.

Section 2.4. Checkoff.

(a) During the term of this Agreement, the Employer agrees to deduct service fees, or if applicable, Labor Council membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Labor Council. Any written authorization which lacks the employee's signature will be returned to the Labor Council.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Labor Council membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Labor Council at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Labor Council by an employee, or where a deduction is not in conformity with the provisions of the Labor

Council constitution and bylaws, refunds to the employee will be made by the Labor Council.

(d) The Labor Council shall notify the Employer in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

(e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(f) The Employer's sole obligation under this Section is limited to the deduction of service fees and, where applicable Labor Council membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 2.5. Indemnification. The Labor Council agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Sections 2.2, 2.3 and/or 2.4.

Section 2.6. Special Conferences.

(a) Special conferences for important matters may be arranged between the Labor Council Representative and the Employer or its designated representative upon mutual agreement by both parties. Such meetings shall be between at least three (3) representatives of the Labor Council. 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. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreed upon by both parties. The meeting may be attended by a representative of the City Council.

(b) The Labor Council representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

NO STRIKE

Section 3.1. No Strike

(a) The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Labor Council therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance for the duties of their employment or picket the Employer's premises. The Labor Council further agrees that there shall be no strikes, sitdowns, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City, as long as this contract is in force.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged at the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such prescribed activities may be subject to the grievance procedure.

MANAGEMENT RIGHTS

Section 4.1 Rights of the City.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment (and outside assistance) whether in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Labor Council hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Employer shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgements as to ability and skill; to establish and change work schedules, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

Section 4.2. Discharge and Discipline.

(a) Discipline is primarily the responsibility of the Chief of Police, and subject to the approval of the City Manager, he shall draft suitable rules and regulations, written General Orders, and/or Temporary Orders to serve as guidelines and a framework within which the Department can effectively function as a police agency. The said Rules and Regulations shall define the levels of authority and responsibility, with a brief job description at each level, and shall contain a list of rules or standards of conduct, violation of which may result in disciplinary action up to and including dismissal from the Department.

(b) Disciplinary actions shall be subject to appeal to the Grievance Procedures.

(c) In imposing any discipline on a current charge, the Department may consider the employee's past record, not to exceed three (3) years prior to the date of the present infraction.

Section 4.3. Personnel File. The Employer shall maintain a personnel file for each employee in the Director's office. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. Employees will be required to sign any material of a disciplinary nature that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time mutually agreeable to the employee and the Employer, and will be conducted in the presence of the Director or designated representative. In the event there is disagreement over the content of any material in any employee's personnel file, the employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have

the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration. Each employee file will be inspected at the time of the annual employee performance evaluation.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. A grievance is defined as a claim or dispute regarding the meaning, interpretation, or application of the terms or provisions of this Agreement.

Section 5.2 Grievance Procedure. Employees shall discuss any complaint with their immediate supervisor before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

Step 1 - In order to be processed hereunder, an employee who believes he has a grievance shall, within five (5) days after the occurrence of the event upon which the grievance is based, or if within such five (5) day period the grievant has no knowledge of the event upon which the grievance is based, then within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance in writing to the Chief of Police. The grievance shall state the facts upon which it is based, when it occurred, the facts upon which it is based, when it occurred, the section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his Union representative. The Chief of Police will give a written answer to the grievance within five (5) days after the date of receipt of the written grievance. Such answer shall be delivered to the Union representative or his alternate.

Step 2 - If the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the Union shall notify the City Manager in writing within five (5) days after the receipt of the Chief's First Step answer. If such written request is made, the City Manager or his designee shall meet with the Union's representative within ten (10) days for the purpose of considering the grievance. Such meeting may be attended by a representative from the Union. The City Manager or his designated representative shall give a written answer to the Union's representative or his alternate within five (5) days after the date of the meeting.

Section 5.3. Time Limits. Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered settled on the basis of the City's last answer. If the

City fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as Holidays under this Agreement.

Section 5.4. Step One and Two Meetings. Meetings of the City and Labor Council representatives as provided in Step One and Step Two shall be held during non-working hours at a mutually convenient time and place designated by the City. In those instances where it is necessary that a meeting be held during a Labor Council representative's duty hours, the representative shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings. In the event it is decided during a Step One or Step Two meeting that the grievant shall be present, the grievant shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings.

Section 5.5. Grievance Discussions. It is understood and agreed that the Labor Council representative and the aggrieved employee shall discuss and prepare grievances during non-working hours. However, the Labor Council representative and the aggrieved employee shall not suffer a loss of pay for time necessarily lost from their regularly scheduled working hours when excused from work by the Chief of Police for the purpose of discussing a potential grievance with the Chief of Police.

Section 5.6. Grievance Investigations. Grievance investigations, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the Labor Council representative shall request to be excused by the Chief of Police for the purpose of such investigation and shall not suffer loss of pay for those hours so excused. The Labor Council representative shall complete his investigation as quickly as possible and in such manner so as not to interfere with the performance of work in the department.

Section 5.7. Grievance Settlements. Settlement of a grievance in any case shall not be made retroactive for a period exceeding five (5) regularly scheduled working days prior to the date the grievance was first produced in writing.

Section 5.8. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within thirty (30) working days after receipt of the City's written disposition in Step Two of the grievance procedure. If the City fails to answer a grievance within the time limits set forth in Step Two of the grievance procedure, the Union may request

arbitration by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager not later than thirty (30) working days following the date of the City's written Step Two disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the City's last written disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 5.9. Selection of Arbitrator. If a timely request for arbitration is filed by the Labor Council on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as arbitrator. The arbitrator's decision shall be final and binding on the City, Labor Council and employees, provided however, that each party reserves its lawful right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. Each party shall bear the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Labor Council and the City.

Section 5.10. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator is permitted to hear the merits of the grievance. The Labor Council acknowledges that the City retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Management Rights Clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

Section 5.11. Veterans' Preference Claims. Any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step Two of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn

by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

SENIORITY

Section 6.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which they commenced work for the Employer in a position within the Police Department.

Section 6.2. Definition of Classification Seniority. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Classification seniority shall commence as of the date an employee is officially placed in the particular job classification. The application of classification seniority shall be limited to the preferences recited in this Agreement.

Section 6.3. Seniority List. The Employer shall keep a current seniority list showing each employee's seniority date and classification date. A copy of the seniority list shall be provided to the Labor Council on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Labor Council shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 6.4. Loss of Seniority. An employee shall lose his status as an employee and his seniority if:

- (a) He resigns or quits
- (b) He is discharged or terminated for just cause
- (c) He retires
- (d) He is convicted of a felony
- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

Section 6.5. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year; provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent

from duty due to schooling, leave of absence or personal reasons if such period of absence is greater than fourteen (14) consecutive calendar days. The Labor Council shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement. During his probationary period, the employee may be discharged without cause. Seniority shall commence only after the employee completes the probationary period. Employees who complete their probationary period on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 6.6. Classification Seniority after Transfer to New Classification. An employee who is permanently transferred to a new job classification shall retain all accrued classification seniority in his former job classification, but shall not accrue further classification seniority in his former job classification during the period he is permanently assigned to the new job classification.

Section 6.7. Seniority While on Leave of Absence. Employees on Employer-approved paid leaves of absence, military training or emergency duty leave of absence or on a workers compensation leave of absence, shall continue to accrue seniority and classification seniority during the period of their leave of absence. Employees on other leaves of absence shall continue to accumulate seniority and classification seniority for a period of up to thirty (30) days, but shall not accumulate any additional seniority or classification seniority during the remainder of their leave of absence.

Section 6.8. Transfer to Non-bargaining Unit Position. An employee who is transferred to a position with the Employer not covered by this Agreement shall retain all accumulated seniority and classification seniority during the time that the employee holds the non-bargaining unit position, and shall continue to accrue further seniority and classification seniority for a period of up to one (1) year. The Employer has the sole discretion to determine if the employee transferred to a non-bargaining unit position is to be returned to the bargaining unit. An employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may exercise displacement rights under Section 7.2 as if they had been laid off in accordance with Section 7.1. An employee's rights under this section are limited to positions of equal or lower pay to the position held prior to the transfer out of the bargaining unit.

LAYOFF AND RECALL

Section 7.1. Indefinite Layoff. When it is determined by the Employer that the work force in a particular job classification is

to be reduced, the Employer shall lay off employees in the following order:

(a) The first employee or employees to be laid off shall be temporary or part-time employees (if any) in the particular job classification affected by the layoff.

(b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.

(c) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority; provided, however, that the remaining senior employee or employees have the necessary qualifications, skill, ability and experience to perform the remaining required work.

Whenever practicable, the Employer agrees to give two (2) weeks, fourteen (14) days advance notification of layoff.

Section 7.2. Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in a lower paid job classification covered by this Agreement under the following conditions:

(a) The laid off employee has greater seniority than the employee to be displaced.

(b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.

(c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

Section 7.3. Recall. Recall to work shall be accomplished in the following manner:

Employees with the greater seniority in the rank and classification affected shall be recalled first and thereafter, in the order of the employee's seniority provided, however, that the recalled employee has the experience and training to perform the required work.

Section 7.4. Recall Procedure. When employees are to be recalled from indefinite layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer, or unless they have been provided less than fourteen (14) days advance notice.

Section 7.5. Address and Telephone Numbers. It shall be the responsibility of each employee to notify the Employer, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

LEAVES OF ABSENCE

Section 8.1. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall be grounds for discipline, up to and including discharge, for an employee to seek or engage in outside employment while on a leave of absence, or to falsify the reason for a leave of absence. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 8.2. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of eight (8) hours for each month of active service with the Employer. For purposes of this section, an employee has a complete month of active service when they work or receive pay for at least fifteen (15) days during any calendar month, unless an employee has received a disciplinary suspension of three (3) or more days during that calendar month, in which case the employee must work or receive pay for at least eighteen (18) days during that calendar month.

(b) The employee's sick leave shall be reduced by one (1) hour for each hour of sick leave taken; provided, however, that in instances where an employee is injured while on duty no time shall be deducted for the first seven (7) days or the start of worker's compensation payments, whichever is earlier.

(c) Employees who have completed six months of employment may utilize accrued paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness or injury. Employees may also utilize up to a maximum of ninety-six (96) hours of accrued sick leave each contract year in the event of illness or injury to a member of the employee's immediate family that necessitates the presence of the employee at home, subject to the same verification procedures for personal illness or injury; provided, however, that the Employer may, in its sole discretion, allow an employee to utilize up to one hundred forty-four (144) hours of accrued sick leave under extreme circumstances.

(d) The Employer may require as a condition of any sick leave a physician's certificate setting forth the reasons for the sick leave. All absences of three days or more shall require a physician's certificate setting forth the reasons for the sick leave. The City will pay for the cost of the physician's certificate in instances where it requires the certificate to be provided. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) Unused paid sick leave days may accumulate without limit.

(f) Sick leave is a benefit for employees to be used in case of illness or injury. It is not a benefit to be converted into wages. Employees whose employment status with the Employer ends other than by death or retirement shall not be paid for accrued but unused sick leave benefits. On written notice of intent to retire under the Municipal Retirement

System at a specified date, the employee may use accumulated sick leave benefits to the extent of fifty percent (50%) of the accumulated sick leave at the dollar value computed at the rate of pay in effect as of the date of the employee's retirement. However, upon filing such letter of intent to retire, said employee will not be entitled to re-employment by the Employer, at the expiration of such accumulated sick leave. In the event of an employee's death, accumulated sick leave will be paid to his estate in the same manner as specified in this section. Payment for period of sick leave used as herein provided may be paid to the employee at the time and in the manner as if he were working and shall constitute a part of the regular Employer payroll. In the case of a retiring employee, he may petition for lump sum payment of accumulate sick leave benefits.

(g) Paid sick leave may not be taken in units of less than four (4) hours.

(h) Paid sick leave may be utilized during periods covered by sickness and accident insurance payments or when an employee is receiving voluntary worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

Section 8.3. Disability Leave. An unpaid leave of absence for injury, illness, pregnancy or other disability for a period of not more than six (6) months will be granted to employees with seniority upon written application, subject to the Employer's right to require medical proof. An extension of this leave may be granted by the Employer, in its sole discretion, upon written application; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination at its cost, and, if appropriate, require the employee to take a leave of absence under this Section; provided, however, that no such disability leave without pay shall be imposed prior to having a special conference with the union. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's

certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the Employer's satisfaction that the employee is physically and mentally able to perform the employee's job.

Section 8.4. Unpaid Personal Leave. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the employee's Department Head. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

Section 8.5. Paid Personal Leave. Employees who have completed their probationary period may utilize up to three (3) days of accrued sick leave as paid personal leave days each calendar year. Paid personal leave days may not be taken in increments of less than one (1) complete day and must be scheduled at least forty-eight (48) hours in advance with the employee's Department Head; provided, however, that in no event will personal days be allowed to be taken on consecutive working days.

Section 8.6. Bereavement Leave. In the event that a death occurs to an employee's current spouse, child, father, mother, sister or brother, an employee shall be granted up to six (6) consecutive days of leave up through the day of the funeral in order to allow the employee to attend the funeral and attend to family matters. In the event that a death occurs involving an employee's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, or sister-in-law, an employee shall be granted up to three (3) consecutive days of leave up through the day of the funeral in order to enable the employee to attend the funeral and to attend to family matters; provided, however, that in the event the funeral takes place out of state, the employee may be allowed up to five (5) consecutive days of leave. Employees who lose work from their regularly scheduled hours while on such leave shall receive pay at their regular rate for all time lost for up to eight (8) hours per day. No bereavement leave will be paid for any day on which a holiday falls, but the paid holiday shall be construed as a paid day in lieu of one (1) of the bereavement leave days referred to herein. No bereavement leave will be paid to any employee while on vacation, leave of absence, or layoff. Additional days of

bereavement leave may be approved at the discretion of the Chief of Police or his designee.

Section 8.7. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for eight (8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full time employee;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after he is excused from jury duty service.

Section 8.8. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. For each day that an employee is on such leave when the employee otherwise would have worked, the employee should receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee received for such training, for up to a maximum of ten (10) days per year. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 8.9. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than eighteen (18) months will be granted to employees with seniority who are unable to continue to work at the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. During the period of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and supplemented payments in accordance with Section 8.2, and shall continue to receive all

insurance benefits. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the Employer. In the event that the Employer, on the advice of a physician selected by the Employer, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 8.10. Labor Conference Attendance. Each year, members of the bargaining unit selected to attend a seminar or conference sponsored by the Labor Council shall be allowed unpaid time off for such attendance. The maximum time per year allotted for this activity shall be two (2) days. The Employer shall be notified by the Chief of the names of the selected employees. No more than one (1) employee may attend any such activity at the same time.

EQUIPMENT AND UNIFORM MAINTENANCE

Section 9.1. Equipment and Uniform Maintenance. It is the Employer's intent to maintain all equipment and uniforms in good operating condition. It shall be the duty of all personnel to note and report all equipment defects promptly to the commanding officer on the shift. Defective equipment reports shall be in writing as prescribed by departmental rules. Any uniform replacement shall be reported promptly, in writing, as soon as possible. Repairs or replacement to be made as soon as practical. The Employer is to provide all employees with all uniforms and equipment upon employment.

HOLIDAYS

Section 10.1. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday (1/2)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24 (1/2)
Labor Day	Christmas Day
Employee's Birthday	December 31 (1/2)

Section 10.2. Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work all scheduled hours on the employee's last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report to work shall not receive any holiday pay for such holiday.

Section 10.3. Employee Birthday. The birthday holiday shall be celebrated on the date of the employee's birthday, or with the prior approval of the employee's Department Head may be celebrated within thirty (30) calendar days of the date of the employee's birthday.

Section 10.4. Holiday Pay. Eligible employees shall receive eight (8) hours' pay for each recognized full day holiday and four (4) hours' pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Employees required to work on a recognized holiday shall receive holiday pay if otherwise eligible, in addition to pay for all work performed on the holiday.

Section 10.5. Holiday During Vacation. Employees who are on approved vacations on a day that a holiday is observed shall be paid for the holiday, provided that they work their entire scheduled shift prior to leaving on vacation and immediately following their vacation.

VACATION

Section 11.1. Vacation Entitlement. Eligible employees earn vacation leave with pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
Less than 1 year	40	5 days
At least 1 year but less than 6 years	80	10 days
At least 6 years but less than 10 years	120	15 days
At least 10 years	160	20 days

Vacation leave accrues on a calendar year basis and is credited to eligible employees on January 1 of each year, based upon their years of continuous service with the Employer as of January 1 of each year. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer, and shall only be broken by a loss of seniority.

Section 11.2. Vacation Eligibility. In order to be eligible for crediting vacation leave on January 1, an employee must be a full-time employee of the Employer, and must have worked a total of at least 2,080 hours during the immediately preceding January 1 - December 31 period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 2,080, rounded to the nearest half day. For purposes of this Section, hours worked shall include paid sick leave, paid bereavement leave, paid jury duty leave, paid holidays, vacation and all hours actually worked.

Section 11.3. Vacation Scheduling. Employees may schedule their vacation leave at any time after it has been credited to their use, in accordance with the procedures set forth in this Section. Vacation requests must be submitted in writing by the employee at least forty-five (45) days in advance of the period requested. The Employer shall respond within two (2) weeks of receipt of the vacation request. The Employer will allow employees to take their vacation leave at the time requested, unless in the opinion of the Employer such time off will unreasonably interfere with the efficient operation of the Employer. In the event that more than one (1) employee within a particular department desires to take vacation during the same period, approval of such vacation requests shall be guided by the seniority of the employees concerned; provided, however, that no employee may utilize seniority to secure more than one (1) vacation period in any one (1) calendar year. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting; provided, however, that should an employee not be able to utilize their vacation, up to thirty (30) days of vacation leave may be carried over to the next year. For purposes of this section, seniority refers to the employee's length of continuous service with the Employer.

Section 11.4. Vacation Pay. Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave.

Section 11.5. Benefits on Termination. Employees whose employment relationship with the Employer ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of two (2) weeks' advance notice is given to the Employer.
- (c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be

designated to the period of the layoff. At the option of the employee, accrued vacation pay may be paid in a lump sum payment.

(d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

(e) If an employee is discharged by the Employer.

HOSPITALIZATION MEDICAL COVERAGE

Section 12.1. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

The Employer pays up to \$373.11 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the group health insurance plan. All premium costs for family continuation and sponsored dependent coverage shall be paid by the employee electing to have the insurance coverage. The current cost for this group health insurance plan is \$388.11 for family coverage, and employees with coverage costs (exclusive of family continuation and/or sponsored dependent coverage) in excess of \$373.11 (currently only those with family coverage) are required to pay \$15.00 per month towards the monthly premium. All premium increases that occur after July 1, 1992 in excess of this \$388.11 amount shall be shared on a 50/50 basis between the Employer and the employee electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.

Section 12.2. Dental Insurance. The Employer will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This

insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

During the term of this Agreement, the Employer agrees to pay up to \$25.00 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the group dental insurance plan. All premium costs for family continuation and sponsored dependent coverage and all premium increases in excess of these stated amounts shall be paid by the employee electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.

Section 12.3. Term Life Insurance. All full time employees shall be eligible for term life insurance policy coverage in an amount of Fifteen Thousand Dollars (\$15,000.00) after completion of the waiting period presently in effect. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

Section 12.4. Sickness and Accident Insurance. All full time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty percent (60%) of their normal gross weekly wages, up to a maximum benefit of One Hundred Fifty Dollars (\$150.00) weekly after completion of the waiting period presently in effect. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. During the term of the Agreement, the City agrees to pay the total premiums required for eligible employees.

Section 12.5. Insurance Carrier. The Employer reserves the right to select the insurance carrier or carriers, or to become self-insured; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

Section 12.6. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is laid off or on an unpaid leave of absence other than a workers compensation leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the layoff or unpaid leave of absence commences. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance carrier.

Section 12.7. Retiree Insurance Coverage. During the term of this Agreement, the Employer agrees to allow continued insurance coverage for employees who retire after July 1, 1974 in accordance with the following:

(a) Health Insurance. The Employer shall pay one half (1/2) of the required monthly premium for single subscriber coverage under the group insurance plan for retirees not eligible for Medicare who elect to continue to participate in the plan, subject to the following:

(1) Approval by the insurance carrier that such arrangement is possible.

(2) At least twenty (20) years' service at time of retirement by the employee.

(3) Subject to any changes in the event that the insurance carrier changes its program to prevent such program and to modification in the event federal legislation provides some coverage to substitute in whole or in part for the group insurance plan.

(4) The employee has no other health insurance coverage available through another employer or a plan available to their spouses.

(b) Term Life Insurance. The Employer will pay one half (1/2) of the required monthly premium for insurance coverage under the group life insurance plan for retirees who elect to continue to participate in the plan, subject to the following:

(1) Approval of such an arrangement by the insurance carrier with no increase in cost of the plan to the Employer.

(2) Twenty (20) years' service at time of retirement.

Eligible retirees desiring to continue their insurance coverage shall pay to the Employer, in advance, the amount of the retiree's portion of the next month's premium.

Section 12.8. Duplication of Benefits. The provisions of Sections 12.1 and 12.2 notwithstanding, the Employer shall have no obligation to duplicate any benefit an employee receives or is eligible to receive under any other policy or plan notwithstanding the circumstances of eligibility, amount or duration of benefit. Employees are required to inform the Employer of any and all hospitalization, dental or medical benefit coverage enjoyed by said employee, as a condition to receipt of the benefits set forth as Sections 12.1 and 12.2. A special conference may be called in the event that a dispute arises over continued coverage for any employee, and the dispute may thereafter be submitted to the grievance procedure for resolution.

WAGES AND CLASSIFICATIONS

Section 13.1. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification.

Section 13.2. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

Section 13.3. Substitution for Sergeant. In the event that an employee not holding the rank of sergeant is assigned to perform the duties of shift commander for an entire eight (8) hour shift due to the absence of the shift commander, the individual shall receive pay at the sergeant's rate for those hours performing shift commander duties.

RETIREMENT

Section 14.1. Retirement. All full time employees are enrolled in Plan B-2 with the F50(25) waiver. As participants in Plan B-2, employees contribute 8% of their gross earnings through required payroll deduction. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Employees' Retirement System.

OVERTIME

Section 15.1. Work Period. The work period shall be a period of fourteen (14) consecutive days.

Section 15.2. Tours of Duty. The normal tours of duty for employees shall consist of eighty (80) hours of work in a work period. The normal work day shall consist of eight (8) hours, including meal periods. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or eighty (80) hours of work or pay per work period.

Section 15.3. Overtime Premium Pay. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked within a work period in which the number of hours actually worked exceeds eighty (80) hours in a work period or eight (8) hours in a work day. For purposes of this section, hours actually worked include all time on paid leave of absence.

Section 15.4. Call Back Pay. Employees who are called into work at times other than their regularly scheduled shift shall be paid for two (2) hours at time and one-half (1-1/2) or for the time actually worked at the applicable rate, whichever is greater. The hourly pay guarantee of this section does not apply in instances where an employee is called to work prior to the start of their regularly scheduled shift and continues to work through the scheduled start of their regularly scheduled shift or in instances where the employee is required to perform duties past the scheduled termination of their regularly scheduled shift.

Section 15.5. Holiday Premium. An employee required to work on a recognized holiday other than employee's birthday as delineated herein shall receive time and one-half pay for all hours worked, in addition to the provisions of Section 10.4 above.

MISCELLANEOUS

Section 16.1. Bulletin Boards. The City shall provide bulletin board space in each department where official notices of the Union may be posted.

Section 16.2. Pay Periods. The City shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions.

Section 16.3. Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 16.4. Uniform Cleaning Allowance. The Employer shall pay the cost of the necessary cleaning of uniforms subject to such

rules and regulations for the preservation, use, and care of such uniforms as the Employer may determine.

Section 16.5. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

Section 16.6. Separability. 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 conflicts; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal Law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 16.7. Assignment to Training. The Employer shall endeavor to distribute training opportunities on as equal a basis as possible, but reserves the right to select the individual to attend any particular training class. Mandatory training shall be compensated at time and one half (1-1/2) if not on a regularly scheduled duty day. Non-mandatory training shall be compensated at straight time.

Section 16.8. Residency. All full time employees are required to establish a bona fide residence and their primary domicile within a twelve (12) mile radius of the South Haven City Hall within six (6) months of the completion of their probationary period and to maintain this residence as a condition of continued employment.

Section 16.9. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with Federal and State

statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.10. Tuition Reimbursement. The City will reimburse employees taking study courses on their own time provided:

- 1) The course expense has been approved by the City Manager and the City Council during the annual budget process.
- 2) The course is work-related or further develops a skill to be utilized in the employee's job duties.
- 3) The employee does not receive reimbursement for time and expense from another source.

Employees may be reimbursed up to 75% for the cost of tuition upon documented successful completion and passing score of an approved course provided:

- 1) No reimbursement will be granted until an employee signs a Tuition Reimbursement Agreement.
- 2) Employees who apply for and receive reimbursement for tuition shall receive such reimbursement in the form of a loan to be excused by the City as follows:
 - a) The obligation to repay the loan shall be excused at the rate of 33% per year of employment with the City following the date of reimbursement.
 - b) If for any reason the employee terminates his/her employment or is terminated or retires from the City before working three (3) years from the date of the loan, the amount outstanding will be immediately due and payable. Such amount will be deducted from the employee's last paycheck.

Section 16.11. Drug Testing. A drug testing policy as set forth in Appendix C shall be instituted.

DURATION

Section 17.1. Termination. This Agreement shall become effective upon its ratification and execution by the parties, and shall continue in full force and effect through June 30, 1995, and for successive annual periods, thereafter, unless either party shall serve upon the other written notice that it desires termination, revision, modification, alterations, re-negotiation, change or amendment, or any combination thereof, and such written notice 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. In the event of the notice referred to above, the parties shall hold negotiation sessions as soon as practical, and shall endeavor to complete negotiations for a successor agreement prior to April 1 of the termination year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

BY Alan H. Vandenberg

BY William J. Lewis

BY _____

BY [Signature]

BY _____

APPENDIX "A"
CLASSIFICATION AND WAGES

I. The following annual rates of pay will become effective the first full pay period on or after the dates set forth below:

July 1, 1992	\$32,798
July 1, 1993	\$34,205
July 1, 1994	\$35,673

II. A police officer who is assigned to perform plain clothes investigation for a continuous period of more than thirty (30) calendar days shall receive an additional \$.40/hour for all hours worked as a plain clothes investigator. In addition, that individual shall be eligible for reimbursement of up to \$400.00 per year for clothing necessary to perform this function, prorated by the period of time the individual is assigned to perform plain clothes investigation.

III. The annual wage rates listed in this Appendix are based upon 2,080 hours in a complete year. An employee shall advance in each step within the classification based upon the length of service within that classification.

APPENDIX "B"

INSURANCE COVERAGE

The hospitalization insurance program provides the following coverages, currently through Blue Cross/Blue Shield:

MVF-1 Basic Coverage
Master Medical Option II
\$2.00 Prescription Co-Pay Rider
OB Rider
Emergency Care Rider
PREDETERMINATION

The dental insurance program provides the following coverages, currently through Blue Cross/Blue Shield:

\$600 Maximum Yearly Amount
Class I Basic Services (50/50 co-pay)
Class II Additional Services (50/50 co-pay)
Class III Extended Services (50/50 co-pay)
Class IV Orthodontic Services (50/50 co-pay,
\$600 lifetime benefit)

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Duplicate Insurance Coverage

The parties have agreed in Section.12.8. Duplication of Benefits to restrict the health and dental care insurance coverages available to employees who do not have such coverage available under programs under which their spouse or dependents are eligible to participate. The intention of this restriction on coverage was to have employees utilize alternate coverage whenever possible, in order to reduce costs to the Employer for duplicate coverage. It was recognized that each employee's duplicate coverage situation would be different, and it is agreed that these different coverage situations will be handled on an individual basis utilizing the premise that the other available insurance program will be primary, but that the Employer will provide supplemental payments or programs to enable the employee to be in an insurance coverage situation similar to that which would have occurred had the employee been covered by the Employer's group insurance program.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan G. Vandenberg

Willy J. Lewis
[Signature]

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Employee Health Care Insurance Payments

The provisions of Section 12.1. Hospitalization Insurance and Section 12.2. Dental Insurance notwithstanding, during the period of this Agreement from 7-1-92 through 6-30-95, no employee shall be required to pay more than \$15.00 per month as their portion of the required premium for single subscriber, two person or family hospitalization or dental coverage. Prior to implementing any health or dental care insurance contribution, a special conference shall be called to discuss alternatives.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan H. Vandenberg

William J. Lewis

[Signature]

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Pension Change Implementation

The provisions of Section 14.1. Pension notwithstanding, the addition of the F50(25) rider and the change from a three percent (3%) for the first \$4200 and five percent (5%) for amounts over \$4200 contribution rate to an eight percent (8%) employee contribution rate for the covered employees shall not occur until July 1, 1993.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan H. Vandenberg

William J. Lewis

[Signature]

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Miscellaneous Matters

1. Bargaining unit members agree to participate in the Wellness program on a voluntary basis. In the event that a wellness program is implemented and that wellness program results in lower premiums for health care insurance, the City agrees to pass on one-half (1/2) of the savings to the employees through lowered employee contributions for that insurance.
2. The Union agrees that the City may implement an IRC Section 125 Plan without further bargaining.
3. Bargaining Unit members agree to participate in the City's Merit Pay System on an individual voluntary basis, as the same may be changed from time to time by the City.
4. The parties agree to adhere to the requirements of the Federal Americans with Disabilities Act requirements.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan L. Vandenberg

William J. Lewis
[Signature]

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Merit Achievement Program

The parties have created a Merit Achievement Program that authorizes monetary payments to individuals who meet certain goals. In the event that David Stickels, William Trent and/or Gerald Covey should be unable to meet those goals due to a physical limitation, the parties agree to create an alternative for that goal. The alternative goal shall be determined by the City in conjunction with the employee's treating physician and the City's medical advisors, and shall as near as possible implement the purposes sought to be attained through the creation of the initial goal.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan L. Vandenberg

William J. Trent
[Signature]

CITY OF SOUTH HAVEN

SUBSTANCE ABUSE AMNESTY PROGRAM

The City of South Haven must operate in a drug and alcohol free environment. Under City rules and regulations, employees reporting for work under the influence of alcohol or drugs such that their job performance is impaired or endangers the well being of other employees and/or residents or who use or possess alcohol or drugs while at work are subject to discipline, up to and including discharge. Some of these employees may have substance abuse problems.

Substance abuse is defined as the taking of alcohol or other drugs at dosages that place the individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or combination thereof. MCLA 333.6107(3). The City recognizes that many chemical dependencies are the result of abuse of legal, socially accepted substances, such as alcohol, over-the-counter drugs, or prescribed medications.

The City's orientation is to deal with substance abuse problems through rehabilitation and counselling of those City employees who voluntarily come forward to acknowledge their personal problem, disclose their activities involving substance abuse and request assistance, rather than to impose disciplinary action. In order to accomplish this goal, a Substance Abuse Amnesty Program is created under the following terms and conditions:

1. In lieu of disciplinary action, employees voluntarily acknowledging a substance abuse problem not involving use of illegal drugs will be permitted to participate in the Amnesty Program, while employees acknowledging a substance abuse problem involving use of illegal drugs may be permitted to participate in the Amnesty Program in the discretion of the City Manager. In non-disciplinary situations, employees acknowledging a substance abuse problem involving use of legal or illegal drugs will be permitted to participate in the Amnesty Program.

2. This Amnesty Program will be available only upon an initial determination of substance abuse and will not be available in instances where an employee suffers a chemical dependency relapse after participating in the Amnesty Program. A chemical dependency relapse is a return to substance abuse by an individual previously identified as chemically dependent. The Amnesty Program is not available to employees involved in the selling or distribution of illegal drugs.

3. Employees eligible to participate in the Amnesty Program will be required to enter into a return to work contract containing a treatment/rehabilitation program. Employees required to participate in an inpatient treatment program will be eligible to utilize accrued sick leave and vacation pay during such treatment programs, but will not otherwise be eligible for payment of wages. Continued fringe benefit eligibility is covered under the provisions of the collective bargaining agreements or City policy.

4. A violation of the return to work contract by an employee subjects that employee to termination of the employment relationship with the City. In the event an employee's employment is terminated, any appeal to the grievance and arbitration procedure shall be limited solely to the question of whether the employee breached the terms of this contract, and the disciplinary penalty assessed shall not be subject to review. If the arbitrator finds that the employee is found not to have breached the contract, the discipline against the employee shall be overturned.

RETURN TO WORK CONTRACT

The purpose of this contract to set forth the terms and conditions under which the City of South Haven (the "City") will permit _____ (the "Employee") to return to work after an instance of substance abuse. This contract is specifically designed to meet the needs of both the employee and the City.

1. The Employee agrees to comply with the terms of this contract for a period of eighteen (18) months from its date of execution.

2. The Employee understands that all expenses connected with treatment and/or rehabilitation are to be rendered at his own expense and are his own responsibility. Some of these expenses may be covered under the group health insurance program.

3. The Employee agrees to a treatment and/or rehabilitation program which, as a minimum, will consist of:

a. Attendance at regular AA and/or NA meetings no less frequently than _____ times per treating counselor's rehabilitation recommendation. The Employee agrees to furnish Documentation of Attendance to the City Manager or his designee on a regular basis.

b. Continuation of therapy with _____ until such time as the Employee is released from treatment. The Employee agrees to provide documentation of his release from treatment to the City Manager or his designee.

4. The Employee hereby authorizes his counselor to contact and exchange information regarding his progress with the City Manager or his designee.

5. The Employee hereby authorizes the City Manager or his designee to contact and exchange information pertaining to his treatment with City legal counsel, City elected officials or other necessary supervisory personnel.

6. The Employee agrees to completely abstain from any mood altering chemicals (alcohol, sedatives, stimulants, narcotics, soporifics, over the counter drugs, etc.) except as recommended by his physician and with approval of his counselor.

7. The Employee agrees to provide not more than the counselor's recommended frequency of random urine samples in the presence of a qualified witness at the discretion of the City Manager or his designee. The City agrees to pay for all costs associated with the random urine samples.

APPENDIX C

CITY OF SOUTH HAVEN POLICE DEPARTMENT

DRUG USE POLICY

I. Policy

- A. Any statutory defined illegal use of drugs by any employee whether at or outside police employment, is strictly prohibited.
- B. For the well-being of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, et cetera, is strictly prohibited.
 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any time or place while an employee of the City of the South Haven Police Department.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current medical prescription in the employee's name.
 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Police Chief/Assistant Police Chief in writing of any known side effects.

II. General

A. Hearing

If the Department has reason to believe that an employee has violated this policy, the following procedure will apply:

Any employee suspected of violating this policy will be given a hearing within a reasonable amount of time. The following persons shall be present:

- a. Employee
- b. Employee's Union Representative
- c. Employee's Supervisor
- d. Police Chief

Said employee shall be required to submit to an immediate blood and/or appropriate test to determine whether or not the employee is under the influence of a controlled substance or illegal drugs.

Such test shall be given pursuant to the procedure as outlined in APPENDIX A or prior arrangement at a site determined by the Department.

The employee shall submit to such test and release of test results to the Chief of Police. Failure to do so shall be a presumption that the employee has violated the policy. The employee will then be subject to disciplinary action, up to and including discharge.

After the test has been given and the results known:

- a. The employee will be returned to work with full pay for time lost should the test results be negative; or,
 - b. Shall be subject to discipline, including discharge, should the test results be positive.
- B. All property belonging to the Department is subject to inspection at any time without notice, and there is no expectation of privacy.
1. Property includes, but is not limited to, police owned vehicles, desks, containers, files and storage lockers.
 2. Employee's assigned lockers (that are locked by the employee) are also subject to inspection by the employee's Supervisor after reasonable advance notice (unless waived by the Police Chief) and in the presence of the employee.
- C. Police employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances to their Supervisor.

III. Procedure

A. Drug Testing/Urinalysis/Blood

1. Current employees of the Department.
 - a. The Police Chief may order a drug test when there is a reasonable basis to believe that an employee is impaired or incapable of performing his/her

assigned duties. The contents of any documentation shall be made available to the employee.

- b. Current employees may be ordered by the Police Chief to take a drug test:
 - 1. When there is reasonable basis to support the allegations involving the use, possession or sale of drugs or narcotics; or
 - 2. When there has been the use of deadly force involving an injury or death;
 - 3. Where there has been serious injury to the employee.
- c. A drug test may be part of any routine physical examination.
- d. Drug test results reporting the presence of illegal drugs or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over the counter drug will be submitted as a part of a written complaint by the Supervisor, consistent with Item c. above, requesting Departmental action.

2. Current Sworn Employees Assigned to a Drug Enforcement Unit.

Any employee assigned to a drug unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2 above) to submit to periodic unannounced drug tests at the discretion of the Police Chief or his designee.

- a. Prior to accepting a drug enforcement assignment, an employee shall execute a written statement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological, or other testing, including urine and/or blood for drug or narcotic substances.
- b. The Police Chief shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.
- c. Employees assigned to manage a property room as part of their routine duties and said room is a depository for illegal drugs or narcotics may also

be randomly tested under the circumstances as outlined in this section.

3. The procedure for administering the blood and/or urinalysis program is outlined in APPENDIX A of this procedure.

APPENDIX A

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Specimen Samples.

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance.
3. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee.
4. An interview with the employee prior to the test will serve to establish the use of drugs currently taken under medical supervision.
5. Specimen samples will be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested.

B. Processing Specimen Samples.

1. The testing or processing phase shall consist of a two step procedure;
 - a. Initial screening step, and
 - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of a drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug including heroin, amphetamines and barbiturates.
5. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation,

chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

6. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's medical file.

C. Chain of Evidence - Storage.

1. Where a positive report is received, urine specimens shall be maintained under the secured storage for a period of not less than sixty (60) days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Laboratory Tests.

1. Arrangements will be made to accompany the person to be tested to the laboratory where the test will be performed. If no local laboratory is available for specimen collection, the specimen may be collected at the South Haven Community Hospital. A proper chain of custody will be maintained on all tests.
2. The initial screening test will be of the immunological assay type and will be conducted using the "EMIT" test by a MLEOTC certified laboratory. No disciplinary action will be taken based on the initial screening test, but rather may only be taken after a confirmation or follow-up test has been administered. Confirmation tests will be of the chromatography type and will be conducted using Gas Chromatograph/Mass Spectrometer, unless the MLEOTC standards change. In that event, the changed MLEOTC standards shall apply. The decision for specific drugs are attached to this document.
3. Upon completion of all testing, the employee shall be notified of the results of the testing as soon as is practical after the Department receives notification. If the results are negative, all records and reports concerning the test will be destroyed. If the results of the confirmation testing are positive, the results will be reported to the Police Chief in order to determine the proper course of disciplinary action.

E. Rehabilitation and Last Chance Agreement

Depending on the circumstances involved, including but limited to the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the Police Chief may also agree that any return to work by the offending employee will be based on a "last chance" agreement containing provisions different from those contained in this document or any other City of South Haven Police Department's drug abuse policy, procedure or work rule.

F. Confidentiality

All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to the rehabilitation or "last chance" agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those persons involved in decisions concerning the affected employee.

APPENDIX B

<u>DRUG GROUP</u>	<u>DRUG OR METABOLITE DETECTED</u>	<u>INITIAL TEST LEVEL</u>	<u>GC/MS CONFIRMATION</u>
Amphetamine	Amphetamine	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine Metabolites	Benzoyllecgonine	300 ng/ml	150 ng/ml
Marijuana Metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate Metabolites	Codeine	300 ng/ml	300 ng/ml
	Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	25 ng/ml	25 ng/ml
Barbiturates		300 ng/ml	300 ng/ml

Merit Achievement Program
for
City of South Haven Police Department

PART I- QUALIFICATIONS

A. MINIMUM NUMBER OF YEARS OF SERVICE. An employee must have a minimum of three (3) years of continuous and uninterrupted service with the South Haven Police Department from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by performing duties and assignments to the best of the officer's ability and in accordance with the rules, regulations and policies of the Department.

B. PERFORMANCE EVALUATIONS. To be eligible for merit payment pursuant to this Program, an employee must achieve a satisfactory rating in the officer's last annual performance evaluation.

1. Performance evaluations shall generally be conducted annually for each employee, prior to the month of December of each year. A minimum composite evaluation score of seventy percent (70%) must be accumulated to constitute a satisfactory rating.

2. The performance evaluation shall consist of such factors as: general statements of attendance, observance of work hours, compliance with rules, care of equipment and safety practices, quality of work, written communications, grooming and dress, public contacts, peer contacts, technical knowledge, work judgement, applied knowledge, self direction, volume of work, accepting responsibility, accepting direction, adapting to change, performance under stress, and such other job related factors as may be mutually agreed upon.

3. Performance evaluations shall be conducted and made by the Chief of Police or his designee and by such other supervisor(s) as may be requested by the Chief of Police to provide input into the performance evaluation. Performance evaluations shall be subject to review, and shall be generally reviewed, by the Chief of Police.

4. Performance evaluations under this Program shall generally be pursuant to the Performance Evaluation Procedure and Performance Standards set forth in PART II of this Program.

5. An employee that does not accumulate a minimum satisfactory evaluation score of seventy percent (70%) or higher shall not be eligible for a merit achievement payment, until the subsequent annual evaluation.

C. WEAPON PROFICIENCY. An Officer must be proficient in the use of the basic police weapon and must achieve and maintain at least a Marksman's rating as follows:

1. Quarterly Marksmanship Shoots ("Quarterly Shoots"). Quarterly Shoots will generally be held each year. Such shoots shall be held irrespective to weather and may include night shooting.

2. Annual Merit Marksmanship Qualification Shoot ("Annual Shoot"). An Annual Shoot will generally be held in the spring of each year. The Annual Shoot may either be held in lieu of or in addition to the Spring Quarterly Shoot.

3. All marksmanship qualification shoots will be supervised by the Chief of Police or such other officer as may be designated for that purpose by the Chief of Police.

4. To be eligible for a semi-annual Merit Achievement payment under these marksmanship qualifications. An Officer must:

a. Have attained a Marksmen score (or better) at the last Qualification Shoot; or

b. If the Officer failed to attain a Marksmen score (or better) at the last Qualification Shoot, the Officer must have attained at least three (3) verified Marksmen scores (or better) between the last Qualification Shoot and the Qualification Shoot preceding the last Qualification Shoot.

5. All Marksmen scores (or better) must, in order to be counted under this Program, be verified by a Supervisor, Command Officer or such other Officer as may be designated by the Chief of Police for that purpose.

6. In the event an Officer incurs some physical injury or disability in the line of duty, or through some circumstance off duty over which the Officer has no control, and the impairment is not of such nature as to disqualify the Officer from police service but may affect the Officer's ability to qualify as a Marksman, provisions will be made to allow for that individual to qualify when that individual is able to return to service. A physician's certificate to substantiate the impairment shall be required from a doctor and shall be subject to review and approval by the City Physician.

7. An Officer not meeting the above Marksmanship requirements will forfeit thirty percent (30%) of the semi-annual Merit Achievement payment for that six (6) month period.

D. PHYSICAL CONDITION. An Officer must maintain a satisfactory physical condition. The Officer's percentage of body fat/body weight ratio shall not exceed the following:

Men. 17%
Women. 20%

1. Qualifying body fat measures shall be conducted during the months of November and May of each year.

2. In the event an Officer is not found in compliance with the body fat/body weight ratio, as indicated by the adopted medical standards, the Officer may qualify by successfully completing one (1) of the two (2) alternatives:

a. Attending and participating in the City of South Haven sponsored wellness program during the semi-annual payment period and prior to the semi-annual body fat measure for said period. Measurements in the program will be compared with the employee's previous year measurements, the current year's measurements must not be inferior to the previous year; or

b. Meeting all requirements of the LEVEL I Proficiency Level (or better) of the South Haven Police Physical Fitness Program as adopted by the Department during the semi-annual payment period and prior to the semi-annual body fat measure for said period.

3. In the event an Officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the Officer has no control, and the impairment is not of such nature as to disqualify the Officer from police service, this qualification will be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the Officer's health.

4. An Officer not meeting this requirement will forfeit thirty percent (30%) of the semi-annual Merit Achievement payment for that six (6) month period.

E. ANNUAL WRITTEN EXAMINATION. An employee must complete and pass, with a minimum accumulated score of seventy percent (70%), an annual job related examination to be given in the fall of each year.

1. An employee who passes the annual written examination in the fall will qualify for the semi-annual payments to be made in the succeeding December and June.

2. An employee failing the fall examination will forfeit fifty percent (50%) of the Merit Achievement payment for that six (6) month period. Such employee may retake this examination in the month of May, prior to the next semiannual Merit Achievement payment. If the employee passes the examination in May, the Officer will qualify for the semi-annual payment to be made in the succeeding June. If the employee fails this examination, the Officer will forfeit fifty percent (50%) of the Merit Achievement payment for that six (6) month period.

F. AWARDS. Semi-annual monetary awards will be awarded to participants that complete and pass SECTIONS B, C, D and E, noted above.

1. The semi-annual maximum monetary award schedule is as follows:

- a. 3 years of service - \$100.00
- b. 5 years of service - \$187.50
- c. 8 years of service - \$275.00
- d. 10 years of service- \$362.50
- e. 15 years of service- \$450.00

PART II- PERFORMANCE EVALUATIONS

A. PERFORMANCE EVALUATION PROCEDURE. The Chief of Police or his designee will review the employee's performance on the job for the last twelve (12) month period. The supervisor will prepare an evaluation of that performance, rating twenty (20) general performance factors. These factors, all important to proper functioning on the job, will be evaluated on a point value basis. The point values assigned will depend upon comparison of the employee's performance to the standards for each factor. The highest point value for each factor is listed opposite the item in the "Performance Standards" section (see "b" below).

The Chief of Police or his designee will meet with the rated employees during a private evaluation conference. The supervisor's evaluation of the employee's performance for the past twelve (12) months will be presented and discussed. The supervisor and the employee will then consider future performance. They will outline a series of objectives for the employee's performance during the next twelve (12) month rating period. These objectives will be designed to improve or maintain the employee's performance and will be determined by joint effort of the employee and the supervisor. These objectives will be recorded on the evaluation form. The narrative describing the supervisor's evaluation of the employee's

strengths and deficiencies will also be completed. The supervisor will then sign the form indicating only that the form was presented and discussed. The rated employee may record any remarks in response, rebuttal, or explanation of the evaluation. One copy of the form will be retained by the supervisor, one by the rated employee, and the original will be forwarded through command channels for review and retention as a Department record.

Each evaluation will be subject to review, and shall generally be reviewed, by the Chief of Police. Supervisors may be requested to substantiate their evaluation or provide records/evidence supporting their evaluation.

During the twelve (12) month period following the evaluation, the employee's copy of the evaluation form will serve as a reference and guide to the performance objectives and expectations for the employee. The employee should keep the listed objectives in mind in order to achieve through improvement, or maintain, a high level of performance.

At or near the end of the twelve (12) month period, the evaluation process will be repeated. The employee's progress toward successful accomplishment of the recorded objectives will be noted and will become a part of the evaluation, and new objectives or continued objectives will be determined.

Continued application of this performance evaluation procedure will serve to provide employees with feedback on their performance in relation to employment expectations and objectives, and to provide management/supervision with information necessary to develop and maintain proper performance.

B. PERFORMANCE STANDARDS.

1. Attendance:

Point Value - 7

Standard attendance is presence for duty except when excused for a valid reason. The employee recognizes a shared responsibility with supervision to schedule vacation and compensatory time off so that the employee's tasks and assignments are properly completed.

Abuse of sick leave by using it for reasons other than illness (except where specifically allowed) is not satisfactory performance. Failure to recognize the shared scheduling responsibility indicates a need for improvement.

2. Observance of Work Hours:

Point Value - 7

The standard of satisfactory performance in observing work hours is the punctual arrival at the Police Department in accordance with the work schedule. Presence at the work place is continual until

the scheduled end of the work day, except for allowed breaks and meals.

Unexcused tardiness or early departure in a rating period is less than satisfactory. Tardiness requiring discipline is clearly not satisfactory.

3. Compliance with Rules: Point Value - 7

Satisfactory compliance with rules is the consistent observation of the laws, statutes, ordinances, rules and regulations applicable to the employee and the employee's job.

Negligence in compliance indicates a need for improvement. Willful disregard of these rules and regulations is unsatisfactory and should be clearly documented by disciplinary action.

4. Safety Practices: Point Value - 3

Standards of safety require that the employee follow Police Department regulations, training, practices and techniques in such areas as: use of firearms and equipment, approach and handling of tactical situations, and operation of motor vehicles. This standard is also concerned with the equipment, vehicles and supplies under the control of or being used by the employee during a tour of duty. All equipment shall be operated in a consistent, reasonable manner.

Disregard of safety practices, resulting in frequent minor accidents, injuries, or "close calls," indicates a need for improvement. Accident prone behavior or careless disregard for safety practices, regardless of the immediate result, is not satisfactory.

5. Quality of Work: Point Value - 7

Satisfactory quality of work is that which is consistently accurate, effective and thorough. Errors should be limited, should not interfere with the work of others, and should not reflect adversely upon the Police Department.

Unsatisfactory work quality is work that must frequently be redone and/or work with errors that are significant and/or recurring. Minor errors in work demonstrate a need for improvement, as does work not completed in a timely manner.

6. Written Communication: Point Value - 7

This standard refers to reports produced by the employee and any other written record or communication for which the employee may be responsible. Effective written communication is absolutely essential to efficient operation of a police department. Written

communications and reports must be consistently free from errors in spelling, punctuation, grammar, etc. These documents must be accurate descriptions of situations, persons, events, etc. and must be completed in a timely and thorough manner. The primary criteria for satisfactory written communication is that all such writings be clear, legible, understandable and accurate.

Minor errors in composition, spelling, grammar, etc. indicate a need for improvement. Major or recurring errors in accuracy or clarity are not satisfactory.

7. Grooming and Dress:

Point Value - 3

Satisfactory grooming and dress is the presentation of a neat and clean appearance with appropriate dress in accordance with department policy and regulations, the employee's position, and the situation.

Minor violations of prescribed grooming and dress codes indicate a need for improvement. Appearance that reflects poorly on the department during the employee's public contact is not acceptable.

8. Public Contacts:

Point Value - 5

This standard refers to all public contacts made through personal or telephone conversation, correspondence, and day to day appearance before the public. Acceptable performance is being consistently courteous and discreet. The employee displays concern for the problems of the citizens encountered during the workday and is attentive to their needs. The employee is aware of the need for a good relationship with the public.

Isolated incidents of minor discourtesy or abruptness with citizens indicate the necessity for improvement. Major incidents and/or a pattern of verified improper behavior toward citizens, whether provoked or unprovoked, are not satisfactory. Improper behavior toward citizens that results in discipline is unsatisfactory.

9. Suspect Contacts:

Point Value - 5

This factor is concerned with contacts with suspects and prisoners. Satisfactory performance means consistently following proper safety and security practices in approach, arrests, transfer, and custody of suspects and prisoners. This involves legal use of force and proper respect for individual constitutional rights and human dignity. Improper use of force or abuse of persons through insult, profanity, or threat is not acceptable behavior. Minor excesses or abuses indicate a need for improvement.

10. Peer Contacts:

Point Value - 3

This standard considers only employee to employee contacts that affect the performance of the employee(s) involved. It does not address personal popularity. Satisfactory performance is indicated by non-disruptive relationships with other employees in daily interactions.

Employees who interfere, distract, or are abusive to other employees display a need for improvement. Such behavior is not satisfactory if it disrupts the efficiency of the officer, other employees or the department.

11. Technical Knowledge

Point Value - 10

This standard refers to the employee's knowledge of laws, ordinances, regulations, procedures, policies, principles, court decisions and techniques that relate directly to present job performance. Satisfactory technical knowledge is the possession of a level of both general and specific knowledge necessary for effective functioning in the employee's present position. The employee makes an effort to improve personal knowledge and stays abreast of changes.

Failing to genuinely attempt to improve or update technical knowledge is less than satisfactory and shows a need for improvement. Minor errors in performance due to lack of knowledge is also unsatisfactory. Major errors resulting in criminal case dismissals or other improper conduct due to lack of expected knowledge is not satisfactory.

12. Work Judgement:

Point Value - 5

Work judgement is reflected in the quality of independent decisions made daily by the employee. Satisfactory judgement means a minimum of poor decisions or judgements, rarely affecting the employee's performance. Satisfactory judgement further means that proper decisions are made with a minimum of supervision. Decisions resulting in minor disruption of the employee's activity, or reducing the effectiveness of that activity, indicate a need for improvement. Unsatisfactory judgement is unnecessarily hasty and/or requires close supervision to avoid seriously interfering with the success of the employee's tasks and/or the activity of others.

13. Applied Knowledge:

Point Value - 7

Applied knowledge refers to the practice of principles and procedures the employee has been trained and instructed to follow in daily operations. Standard performance requires that the employee generally translates technical knowledge into action, and

further requires that daily contact, investigations, and other tasks are performed in compliance with proper procedures.

It is not satisfactory for an employee to frequently or consciously disregard generally accepted procedures. Minor errors and/or instances of failing to follow acceptable principles and plans require that performance be improved.

14. Self-Direction:

Point Value - 3

This standard refers to an employee's ability to plan activities and make proper use of uncommitted time. Standard performance requires a consistent effort to make uncommitted time productive, and further means that the employee frequently initiates tasks that have not been assigned.

Prolonged period of idle time in which little or no effort is made to apply oneself to additional or lower priority tasks is not satisfactory. Brief periods of idleness reflect a need for improvement.

15. Volume of Work:

Point Value - 7

This refers to an employee's level of work effort and productivity. Standard performance requires a consistent and earnest effort to productively and efficiently perform the employee's "fair share" of the work assigned and/or needing to be done. Brief and infrequent inefficiency or unproductiveness reflects a need for improvement.

Recurring and/or prolonged periods of failing to earnestly perform an employee's "fair share" of the work is unsatisfactory.

16. Accepts Responsibility:

Point Value - 5

Satisfactory performance requires that assigned tasks within the employee's responsibility be willingly accepted. Satisfactory performance also means that the employee consistently carries out these responsibilities within the deadlines prescribed, and that the employee does not attempt to avoid responsibility for results or failure.

Expressed discontent about accepting responsibility, that interferes with the employee's performance of assigned duties, indicates a need for improvement. Disregard of responsibilities is not satisfactory.

Upon satisfactory completion of assigned responsibilities, employees who regularly seek additional responsibilities exceed this standard.

17. Accepts Direction:

Point Value - 3

Direction means supervision, training and instruction. Standard performance is indicated by the willingness to accept direction, supervision, or training, and by altering behavior accordingly. When the employee receives direction, it is carried out to the best of the employee's ability.

Employees who expend less than their best effort to carry out directions, or who challenge these directions without sufficient cause, need improvement. Willful disregard of or failure to follow directions is not satisfactory.

18. Adapts to Change:

Point Value - 3

This standard recognizes that police employees operate in a constantly changing society which requires new methods to deal with new and old problems. Satisfactory performance means making an effort to aid the success of changes in organization and procedure.

Conversely, resistance to change and innovation indicates problems in adaptation and a need for improvement. Actively interfering with properly ordered change or innovation is not satisfactory. Passive resistance that hampers such change is also not acceptable performance.

19. Performance Under Stress:

Point Value - 5

Satisfactory performance under stress means consistent production of both quantity and quality of work, except under very exceptional circumstances.

Performance that is hindered by an employee's reaction to stress requires improvement. Failure to accomplish assigned tasks due to the employee's reaction to stress is not satisfactory.

20. Work Coordination:

Point Value - 3

This standard refers to the necessary coordination and timely submission of work which directly or indirectly involves other employees, sections, divisions, or departments. Satisfactory performance is consistently fulfilling this obligation to cooperate with others.

Resistance or reluctance to timely provide others with necessary assistance or information indicates a need for improvement. Failure to timely cooperate with others in the performance of job tasks is unsatisfactory.

PART III- SOUTH HAVEN PHYSICAL FITNESS PROGRAM

This Part supplements the Physical Condition Qualification provisions of Part II-d.

A. PHYSICAL FITNESS TESTING PROGRAM.

1. The Physical Fitness Testing Program will be conducted during the months of May and November of each year.

a. The dates and times for the testing may be changed at the discretion of the Chief of Police or his designee supervising the testing.

2. All employees may participate in the Physical Fitness Testing Program. However, those who have not trained for the test are advised to have a complete physical examination, preferably with an Electrocardiogram taken while exercising, before attempting this Fitness test. Participation in this program will be on a voluntary basis.

B. AWARDS.

1. A semi-annual monetary award will be presented to those qualifying under one of the fitness levels. The fitness level attained will be indicated by the amount of the monetary award.

a. \$62.50 - for Proficiency Level I.

b. \$130 - for Proficiency Level II.

c. \$200 - for Proficiency Level III.

2. Proficiency Fitness Levels must be qualified for semi-annually during the months of May and November of each year.

3. All exercise requirements must be met in order to attain a certain level of proficiency level. If any one exercise requirement is not accomplished at a certain level, then the proficiency level associated with the level of exercise will become that employee's proficiency level.

C. LEVELS OF PHYSICAL FITNESS

1. Level I proficiency will be attained with a combination score of a minimum of 256 points, but less than 304 points.

2. Level II proficiency will be attained with a combination score of a minimum of 304 points, but less than 351.

3. Level III proficiency will be attained with a combination score of a minimum of 351 points or more.

D. TIME AND SEQUENCE FOR THE PHYSICAL FITNESS TESTING.

1. There will be no sequence for performance of the exercises, except that the one (1) mile run will be scheduled last.

a. The participant may start with any exercise that the participant feels comfortable with.

2. The participant has two (2) hours in which to complete the Physical Fitness testing. Within this two (2) hour period:

a. A participant may take as much time as he/she feels comfortable with between exercises; and

b. A participant may make as many attempts as may be necessary for reaching the highest level of proficiency in any exercise.

E. EXERCISES

The exercise program will consist of the following exercises:

1. Aerobic exercise will have a choice between three tests:
 - 12 minute run, measuring distance covered
 - 1 1/2 mile walk, measuring time of completion
 - 9 minute bike test, monitoring heart rate (through 0² update)
2. Bench Press
3. Sit-ups
4. Grip Strength
5. Flexibility

F. EXERCISE SCORING

<u>RANK</u>	<u>AEROBIC</u>	<u>BENCH PRESS</u>	<u>SIT UP</u>	<u>FLEXIBILITY</u>	<u>GRIP</u>
SUPERIOR	100 points	75 points	75 points	75 points	50 points
EXCELLENT	95 points	71.25 points	71.25 points	71.25 points	47.5 points
GOOD	85 points	63.75 points	63.75 points	63.75 points	42.5 points
FAIR	65 points	48.75 points	48.75 points	48.75	32.5 points

G. EXERCISE RANKING

<u>BIKE TEST/AGE</u>	<u>AEROBIC (WOMEN)</u>			
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	23.6 - 32.9	22.8 - 31.4	21.0 - 28.9	20.2 - 26.9
GOOD	33.0 - 36.9	31.5 - 35.6	29.0 - 32.8	27.0 - 31.4
EXCELLENT	37.0 - 40.9	35.7 - 40.0	32.9 - 36.9	31.5 - 35.7

SUPERIOR > 40.9 > 40.0 > 36.9 > 35.7

<u>12 MIN JOG/AGE</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	0.96 - 1.22	0.95 - 1.18	0.88 - 1.11	0.84 - 1.05
GOOD	1.23 - 1.34	1.19 - 1.29	1.12 - 1.24	1.06 - 1.18
EXCELLENT	1.35 - 1.45	1.30 - 1.39	1.25 - 1.34	1.19 - 1.30
SUPERIOR	> 1.45	> 1.39	> 1.34	> 1.30

<u>1 1/2 MILES WALKING/AGE</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	22:01 - 24:00	23:15 - 25:50	24:50 - 27:00	26:00 - 28:50
GOOD	20:15 - 22:00	21:05 - 23:14	22:00 - 24:49	23:50 - 25:59
EXCELLENT	18:00 - 20:15	18:15 - 21:04	19:50 - 21:59	22:00 - 23:49
SUPERIOR	< 18:00	< 18:15	< 19:50	< 22:00

AEROBIC (MEN)

<u>BIKE TEST/AGE</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	33.0 - 42.4	31.5 - 40.9	30.2 - 38.9	26.1 - 35.7
GOOD	42.5 - 46.4	41.0 - 44.9	39.0 - 43.7	35.8 - 40.9
EXCELLENT	46.5 - 52.4	45.0 - 49.4	43.8 - 48.0	41.0 - 45.3
SUPERIOR	> 52.4	> 49.4	> 48.0	> 45.3

<u>12 MIN JOG/AGE</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	1.22 - 1.49	1.18 - 1.45	1.14 - 1.39	1.03 - 1.16
GOOD	1.50 - 1.64	1.46 - 1.56	1.40 - 1.53	1.31 - 1.44

EXCELLENT	1.65 - 1.76	1.57 - 1.69	1.54 - 1.65	1.45 - 1.58
SUPERIOR	> 1.76	> 1.69	> 1.65	> 1.58

<u>1 1/2 MILES WALKING/AGE</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	21:00 - 23:00	22:15 - 24:50	23:50 - 26:00	25:00 - 27:50
GOOD	19:50 - 20:59	20:00 - 22:14	21:00 - 23:49	22:50 - 24:59
EXCELLENT	17:00 - 19:15	17:50 - 20:00	18:15 - 20:59	19:50 - 22:49
SUPERIOR	< 17:00	< 17:50	< 18:15	< 19:50

BENCH PRESS

	<u>MEN</u>	<u>WOMEN</u>
FAIR	75% - 89%	50% - 54%
GOOD	90% - 109%	55% - 59%
EXCELLENT	110% - 139%	60% - 69%
SUPERIOR	140% or over	70% or over

Note: These standards apply to all age groups

SIT UPS - ONE MINUTE (WOMEN)

	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	15-24	15-24	14-19	10-14
GOOD	25-34	25-34	20-29	15-24
EXCELLENT	35-44	35-44	30-39	25-34
SUPERIOR	45	45	40	35

SIT UPS - ONE MINUTE (MEN)

<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
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FAIR	20-29	20-29	19-24	15-19
GOOD	3-39	30-39	25-39	20-29
EXCELLENT	40-49	40-49	40-49	30-39
SUPERIOR	50	50	50	40

SIT AND REACH FLEXIBILITY

<u>AGE</u>	<u>FEMALES</u>			<u>MALES</u>		
	<u>35-LESS</u>	<u>36-45</u>	<u>46+</u>	<u>35-LESS</u>	<u>36-45</u>	<u>46+</u>
FAIR	18	17	15	15	14	13
GOOD	20	19	18	17	16	15
EXCELLENT	21	21	19	19	19	17
SUPERIOR	23	23	22	22	21	20

GRASP IN POUNDS PRESSURE DOMINANT HAND

<u>AGE</u>	<u>WOMEN</u>				<u>MEN</u>			
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-OVER</u>
FAIR	53	50	47	44	106	98	89	80
GOOD	61	58	55	51	120	112	103	94
EXCELLENT	68	65	62	59	134	124	116	108
SUPERIOR	75	72	69	66	146	138	129	120

PART IV - DISPUTES

If disputes arise relative to the payment or non-payment of semi-annual Merit Achievement Payments under this Program, the parties will first attempt to resolve such disputes informally.

If such informal resolution is not possible, then the denial of a semi-annual payment under this Program shall be grievable as set forth in the Grievance Procedure.

All testing will be on a voluntary basis, and therefore will be compensated, unless successful passing of criteria is met.

PART V - PAYMENT OF AWARDS

All eligible award payments will be made on a semi-annual basis.

PART VI - TESTING

All testing for Sections B and C, of PART I will be performed on an annual basis. All testing for PART III and Section D of PART I will be performed on an annual basis.

PART VII - DISPATCHERS

Dispatchers will be held accountable to all provisions in this Program, with the exception of Section C of PART I - WEAPON PROFICIENCY. In place of testing for weapon proficiency, the following will be substituted for Section C of PART I for Dispatchers:

A. ASSESSMENT EVALUATION - The employee will be subjected to a sample of simulated situations in which the employee will have to "role play," and act as if the situation were real. Assessment will be based on criteria of performing that particular dispatching function. This test will consist of an oral and action oriented performance. Successful completion of this test will be attaining a score of 70% of the performance criteria.

CITY OF SOUTH HAVEN

-and-

POLICE OFFICERS LABOR COUNCIL

Letter of Understanding Regarding Backpay Grievance(s)

Several members of the Police Officers Labor Council (regular) unit are grieving the amount paid by the City in retroactive payments after contract settlement.

The City and Police Officers Labor Council - Supervisor's agree to adopt the provisions of whatever decision/settlement is reached with the regular Police Officers Labor Council unit in this matter.

CITY OF SOUTH HAVEN

POLICE OFFICERS LABOR COUNCIL

Alan H. Vandenberg

William J. Co

[Signature]

