

A G R E E M E N T

between

CITY OF MIDLAND

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
Midland

Effective: July 1, 1993 through June 30, 1996

Midland, City of

ARTICLE I
AGREEMENT

- 1.1: The following Agreement, effective July 1, 1993, between the City of Midland, Michigan, hereinafter termed the "City", and the Police Officers Association of Michigan, hereinafter termed the "Union", is recorded in written form to meet the authorization set forth in Section 15 of P.A. 336 of 1947, as amended, of the State of Michigan for a written contract incorporating any agreement reached.
- 1.2: City Representative. The Union recognizes the City Manager, or his representative, as the exclusive representative of the City in respect to, and except as otherwise may be specifically provided in the Agreement, meet and negotiate exclusively with such representative.
- 1.3: Interpretation. Agreements to interpret provisions of this written Agreement shall not be binding on the City unless interpretations are signed by such City representative and the local President of the Union. This shall not apply to rulings made at any step of the grievance procedure as detailed herein or to administrative actions taken to carry out the express provisions of this Agreement.
- 1.4: Changes. Agreements changing the express terms of this Agreement will be binding when signed by the City Manager for the City and the bargaining agent for the Union.
- 1.5: Union Representative. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.
- 1.6: Equal Rights. It is agreed that the City of Midland has a legal and moral obligation to provide equality of opportunity, consideration and treatment to all members of the Midland Police Department and to establish policies and regulations which ensure such equality of opportunity, consideration and treatment for all members of the department in all phases of the employment process. It is agreed that the City shall notify the Union of any new, permanent departmental orders, regulations and policies, and provide copy of same.
- 1.7: Union Management Meetings. The Union and management will hold meetings to discuss mutual concerns. Meetings can be called by either party.

ARTICLE II
PURPOSE AND INTENT

2.1: This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City to encourage more efficient and progressive service in the public interest.

ARTICLE III
RECOGNITION

3.1: Bargaining Unit. The City recognizes the Union as the sole collective bargaining agent in respect to wages, hours, and other working conditions for all sworn police officers of the City of Midland, Michigan, excluding all officers holding the rank of Sergeant and higher. Such excluded officers shall not be eligible for membership in the Union. Probationary (new hire) employees are not represented by the bargaining unit for matters of discipline, discharge, or performance standards or evaluation. Probationary employees (new hire) may be represented for all other conditions of employment.

3.2: Employees. The police officers covered herein shall be called "employees" elsewhere in this Agreement.

3.3: Gender. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

3.4: Aid to Other Unions or Groups of Employees. The City agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union or otherwise, unless such actions are authorized under state or federal law.

ARTICLE IV
UNION RIGHTS

4.1: Union Business. A Union officer or representative shall be allowed reasonable time off during working hours without loss of pay with the approval of the department head to conduct negotiations, handle grievance matters, represent employees at hearings at which the City is represented, and to represent the employee during investigations at the point where impending

disciplinary action is evident. Such time shall not interfere with the scheduled work of the department or service rendered to the public.

4.2: Bargaining Sessions. In scheduling bargaining meetings, the schedules of employees voluntarily serving on the bargaining team shall be taken into consideration in an effort to minimize sessions during off duty hours but also minimize disruptions to normal public services. When in negotiations with the City, one member of the bargaining team shall be allowed off from each shift. A second member of the bargaining team, shall be allowed off from any shift where the second member does not create overtime. Members from the night shift who are participating shall be allowed off duty from eight (8) hours prior to the start of the bargaining until eight (8) hours after the end of the bargaining session. Members participating from the day shift shall be allowed off duty from one hour before the start of the bargaining until one hour after.

4.3: Membership Meetings. The Union may conduct membership meetings on the premises of the police station, provided such meetings do not interfere with the work schedules of the department or services rendered to the public.

4.4: Bulletin Board. The City shall provide a bulletin board in the station at a mutually suitable location for use by the Union. It is agreed that materials posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, any of its employees, any labor organizations of its employees, or City policies.

4.5: Personnel File. An employee, on his request and by appointment, shall be permitted to examine his personnel file.

4.6: Meetings With the Chief of Police. The City agrees that meetings to discuss items of mutual interest may be called by either party to this Agreement.

4.7: It shall be the policy of the City that the home address, telephone number, and photograph of an employee will not be released to the public without his consent, unless contained in a document available under the State's Freedom of Information Act.

ARTICLE V
UNION MEMBERSHIP

5.1: Union Membership. The City agrees that all employees in the bargaining unit shall either be members in good standing of the

Union or pay an amount equal to the amount of Union dues, fees, and assessments to the Union. This provision shall be a condition of employment, and no employee who has satisfactorily completed thirty (30) days shall be retained by the City unless the employee either becomes a member of the Union or pays an agency fee equal to the dues, fees, and assessments as specified above. The City, upon receipt of a written notice from the Union that an employee no longer meets the provision of this section, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has met the applicable provisions, prior to the expiration of the above mentioned thirty (30) day period.

5.2: Hold Harmless. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise from the City's administration of this membership or in lieu payment provision.

ARTICLE VI DUES DEDUCTION

6.1: The City, when so authorized and directed by an employee in writing upon an authorization form, will deduct once each month the membership dues of the Union, which will include percent monthly dues, local association dues, initiation fees, and lawful assessments in amounts designated by the Union. Said deductions to be remitted to the Financial Secretary of the Union.

6.2: Each remittance shall be accompanied by a list, setting forth the names of those from whom the amounts of dues and initiation fees were deducted.

6.3: The Union agrees to indemnify and save the employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of this Article.

ARTICLE VII PERSONNEL ORDINANCE (MERIT SYSTEM)

7.1: Personnel Rules - Introduction. It is recognized and understood that the Charter of the City of Midland decrees that an ordinance providing for a merit system of personnel management be enacted by the City Council. It is further recognized and understood that Article III of Chapter 2 of the City of Midland Code of Ordinances has been enacted which authorizes the creation

of a Merit System Board to generally supervise the problems of administrative policy involved in the personnel matters prescribed in the Ordinance: to recommend to the City Council, through the Director of Personnel, such rules and regulations as it may deem necessary for the administration of the Ordinance; to perform certain other duties as prescribed in the Ordinance.

7.2: The provisions of subjects covered in this Agreement which are also covered by the Rules and Regulations of the Merit System Board or the City's personnel ordinance shall substitute entirely for any Board or ordinance provisions for the same subject, and not in addition thereto.

7.3: Ordinance, Rules, Regulations. The City may adopt ordinances, fair rules, regulations, and directions which are not in conflict with the express terms of this Agreement. It is understood that rules and regulations will be administered in a fair manner, and employees are expected to comply with such ordinances, rules, regulations, and directions.

7.4: Merit System Board Nominations. The Union shall have the right in joint action with other collective bargaining agencies of the City government having this provision in their Agreements to put forth exactly three (3) names of qualified individuals for the City Council's consideration as a member of the Merit System Board. The list shall be presented within ten (10) calendar days of a written request whenever a vacancy in the one position designated as the employee representative should occur, signed by the Presidents of each of the collective bargaining units. Individuals named shall each meet the qualifications of Section 2.51 and 2.54 of the Midland Code of Ordinances. When the City Council considers an appointment to fill such a vacancy on the Merit System Board, it shall select one individual for Merit System Board membership from the three (3) names submitted by the City's collective bargaining agencies. Failure to provide a list as required shall void the rights contained in this section.

7.5: Equal Application. The provisions of this Agreement shall be applied equally and without favoritism or partiality to all employees in the Union. Neither the Union nor the City shall intimidate, coerce, or discriminate against any employees because of sex, marital status, race, color, religion, national origin or political party affiliation.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1: Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged

violation of the terms and provisions of this Agreement, or belief by an employee that he has not been treated fairly in the application of ordinances, rules, and regulations.

- A. This grievance procedure is in addition to the meetings with the Chief of Police for processing issues and the safety concern resolution process, and of course, is in addition to bargaining for a new or extended contract.
- B. The parties agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been subject to discussion.

The employer and Union agree that this grievance procedure is structured to provide an expeditious and harmonious procedure for resolving grievances.

- C. The time limits described herein shall be followed by all parties.

8.2: Any individual employee may present grievances and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of agreement, provided that a representative of the Union has been given opportunity to be present at such adjustment. It is understood that "class action" grievances may only be filed by the Union if a dispute has the potential of affecting all members.

- A. The grieving employee and one member of the grievance committee, if choosing to participate, shall not lose pay for time off the job while involved at any step of the grievance procedure in meetings at which supervision or City representatives are present.

8.3: Time Limits. Grievances not submitted or appealed within the time limits specified shall be considered closed. All time limits in the grievance procedure may be extended by mutual agreement of the City and the Union in writing. In the event management fails to reply to a grievance at any step of the procedure within the specified time limit, the grievance may be appealed to the next step. In the event a grievance is not appealed from one step to another within the time limits specified, the grievance shall be considered as settled.

STEP A - Written - Lieutenant. To utilize this entire appeal procedure, an employee or the Union must raise the

grievance with his Lieutenant within thirty (30) calendar days after he learns of the circumstances forming the basis of the grievance, or reasonably should have known of their existence. The grievance shall be submitted in writing at this step, and the Lieutenant shall respond in like fashion within forty-eight (48) hours.

STEP B - Written - Chief of Police. If not resolved in Step A, the employee or the Union may submit the grievance to the department head or his designee. If appealed, the grievance shall be in writing and submitted within seven (7) calendar days from the answer in the previous step. The written answer of the department head or his designee shall be given within seven (7) calendar days.

STEP C - Director of Personnel. If not resolved in Step B, the employee or the Union may submit the grievance to the Director of Personnel of the City. If appealed, the grievance and the reasons that the department head's answer is not acceptable shall be in writing and submitted within seven (7) calendar days from the answer in the previous step. The Director of Personnel shall conduct a meeting involving all parties. The Director of Personnel shall give his written answer within twenty-one (21) calendar days from the submission of the appeal.

STEP D - Arbitration. If the decision of the Director of Personnel is not satisfactory, an appeal may be made only by the Union to Step D-1 (Arbitration). Any written appeal to arbitration shall be filed within twenty-one (21) calendar days from the answer in the previous step. A copy of the appeal shall be filed with the Director of Personnel.

1. Arbitration. This concluding appeal step is arbitration by an arbitrator, mutually agreed upon by the City and Union. If the City and Union fail to agree on an arbitrator within fifteen (15) days of the decision to appeal, the Union will then request from the Federal Mediation and Conciliation Service a list of arbitrators (in accordance with current FMCS rules). Selection of the arbitrator will be made by each party alternately striking a name from the submitted panel until one remains. The remaining name will then serve as the arbitrator. All fees and expenses of the arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

- (a) Transcript. The City or the Union may request a written transcript of the Step D hearings by notifying the arbitrator prior to initial Step D hearing, by a written request with a copy of the request to the other party. The arbitrator, upon receiving such request, is then authorized to have written transcripts prepared. The original transcript shall be for the arbitrator with one copy for the party requesting the transcript. The fees and expenses for preparation and distribution of the transcripts shall be paid by the requesting party, and if both parties request transcripts, it shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

- (b) Powers of Arbitrator Board. The arbitrator shall have no power to alter or modify any terms of this Agreement, any supplementary agreement, or any ordinance, rule, or regulation. In addition, the arbitrator may not rule on any matter except while this Agreement is in full force and effect between the parties.

- (c) In the event a case is appealed to arbitration, and the arbitrator finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- (d) Final Decision. There shall be no appeal from the arbitration decision, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee, and on the Union.

8.4: Grievance Form. All written grievances shall be on forms mutually agreed upon between the City and the Union.

8.5: Special Discharge Procedure. In a case of a dispute or grievance covering the discharge of an employee, the dispute or grievance must be filed by the employee directly to Step C Section 8.3 - Personnel Director within ten (10) calendar days of the discharge and, thereafter, following the procedure as outlined in Step C.

8.6: Whistle-Blowers Act. It is agreed between the parties hereto that the grievance mechanism of this agreement shall serve as the exclusive remedy for any member of the POAM (Midland) who asserts that he or she has had disciplinary action taken against him or her in retaliation for or arising out of whistleblowing activities.

The intent of adding this language is that the arbitrator will have authority within the contract to make decisions of this type on this subject.

ARTICLE IX
SENIORITY

9.1: Seniority. There shall be two types of seniority in the City of Midland Police Department.

- A. Departmental Seniority. Departmental seniority shall be established as of each officer's last date of hire which shall constitute his service date with the department. He shall receive departmental seniority dated back to such date of hire upon satisfactory completion of his probationary period. In the event two or more officers are hired on the same day, the officer with the lowest badge number shall have the highest seniority.
- B. Classification Seniority. An employee who advances from his original classification to another classification shall be accorded "classification seniority" from his date of entry to such new classification, after successful completion of his probationary period. Classification seniority shall apply to all classifications covered by this Agreement.
 - (1) Out of Bargaining Unit. Officers promoted out of the bargaining unit shall retain and accumulate their "classification seniority" in their last classification held in the bargaining unit, in the event they are subsequently returned to the bargaining unit by the City.
- C. Voluntary Reduction in Rank. Officers covered by this contract shall be allowed to receive a voluntary rank reduction.

If an officer chooses a voluntary rank reduction, back to patrol from sergeant or detective, he shall be placed into the opening that is available until the next shift selection sign up. At the next sign up the officer will sign for his shift according to his total department seniority.

An officer choosing a voluntary rank reduction shall give the employer sixty (60) days notice.

9.2: Seniority List. A seniority list shall be furnished the Union each quarter.

ARTICLE X
JOB EVALUATION

10.1: It is agreed that the City's established job evaluation procedure which has been used to evaluate all jobs shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of a job may be affected by any changes which may occur in existing job duties. This established job evaluation procedure shall not be changed unless by mutual consent of the Union and the City.

10.2: In creating a new job, the City shall describe, in writing in a prescribed format, the job as the City wants it to be performed. The Job Evaluation Committee, from the job description, shall use the established procedure to evaluate the job and make its recommendation to the Merit System Board as to the proper salary rate and classification for the job. Such recommendation must be made by the unanimous agreement of the Committee.

10.3: Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised descriptions shall be evaluated by the Job Evaluation Committee the same as for a new job.

10.4: Recommendations by the Job Evaluation Committee. The Union and the City agree that the unanimous recommendation of the Job Evaluation Committee as to the proper classification and wage rate of a job shall be submitted to the Merit System Board. The recommendation may be rejected or approved by the Merit System Board. Such classification and wage rate, when approved by the Merit System Board, shall be included in the City's Compensation Plan. If rejected, the evaluation shall be returned with the reasons for the rejection to the Committee. If rejected a second time, the dispute may go to arbitration as described in the appeal procedure.

10.5: The Job Evaluation Committee shall include a member of the Union's bargaining unit appointed by the Union in evaluating any job included in this Agreement.

ARTICLE XI
PROMOTION

11.1: Promotion. In any case where the Director of Personnel shall determine there is a vacancy to be filled in a position covered by this Agreement above the classification of Patrolman, it shall be filled through promotion.

- A. Rule of Three. The names of the three (3) employees receiving the highest scores on promotional examination criteria shall be certified to the department head.
- B. Requirements. Application procedure, qualifications, and promotional examination criteria and procedure shall be the responsibility of the Director of Personnel and the Merit System Board.
- C. Experience. The experience requirements in the job descriptions for all positions above Patrolman and below Police Captain shall mean experience in the Midland Police Department, except when recruiting for the open competitive register under the requirements described below, and shall not be changed during the life of this Agreement unless by mutual agreement.
- D. Oral. A board used for oral examination shall consist of three (3) professional police officers appointed by the Director of Personnel.
- E. Release of Exam Scores. Except for notice of pass or fail, the actual scores of those passing the written portion shall be known only by the Personnel Department until after the oral examination is scored.
- F. Final Score. Further, the final testing score shall be the arithmetic average of the written test and the oral examination. Scores, ranking and information from written tests, oral boards, etc. will be accessible to the appointing officer to assist in his evaluation of candidates for promotion.

(1) Minimum Score. The applicant must achieve a seventy (70%) percent score on each of the written and oral portions.

G. Minimum Qualified Applicants. In case more than one (1) vacancy is to be filled, three (3) names shall be certified for one vacancy and one additional name for each additional vacancy. When there are fewer than three (3) names available from the promotional list, the vacancy shall be filled from the open competitive register unless the appointing officer elects to appoint from such names as are available with approval of the Director of Personnel.

11.2: Service Ratings. The Director of Personnel and the Merit System Board shall prepare, or cause to have prepared and maintained, a system whereby department heads will report on the performance of all employees. Such reports shall be made at such times and in the manner prescribed by the Director of Personnel and the Merit System Board. The rating reports shall be centrally maintained under the supervision of the Director of Personnel and the Merit System Board. They shall be made a part of the procedure having to do with promotions, demotions, and separation from service and other personnel status changes. When rated, each patrol officer will be rated by his Lieutenant. Efficiency reports will be kept on record.

11.3: New performance evaluation forms will be developed for all ranks within the bargaining unit.

ARTICLE XII PROBATION

12.1: New Hire Probationary Appointment. In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement, by original appointment or, there is hereby established a probationary or working-test period. This period shall be up to twelve (12) months duration after appointment and at the sole discretion of management. The City shall decide the ability, qualifications, aptitude, competence, and capacity of a new hire probationary employee to perform the required work.

12.2: New Hire Probationary Officers Working Together. Two probationary Patrol Officers will not work together on routine patrol until after their completion of the City training program.

12.3: New Hire Representation. Probationary employees are not represented by the bargaining unit for matters of discipline, discharge, performance standards or evaluation.

12.4: Promotional Probation. In order that the department head may effectively participate in selection process involved in the filling of positions covered by this Agreement by promotion, there is hereby established a promotional probationary or working test period. This period shall be up to twelve (12) months duration after promotion and at the sole discretion of management. The City shall decide the ability, qualifications, aptitude, competence and capacity of a promotional probationary employee to perform the required work.

12.5: Rejection in Case of Promotion. An employee promoted in any position in the City service and then rejected during probationary period shall have the right to resume the position from which s/he was promoted, unless that classification has been abolished. In such case, s/he shall be placed at the head of an appropriate list for the same or lower class involving any position in the City in the classified service, whether or not that position is covered by this Agreement. The same procedure shall be followed in case a position is eliminated while being filled by an employee on probationary status. The procedure shall also apply to an employee when, by choice, s/he has elected during the probationary period to return to a position promoted from.

ARTICLE XIII
HOURS OF WORK

13.1: Workweek. The wages set forth in the Compensation Plan, unless otherwise provided for herein, shall be for full time service of not less than eighty-four (84) hours per bi-weekly pay period for all employees covered by this Agreement, and eighty (80) hours for non-uniformed personnel.

A. The regular workweek shall be from 6:30 a.m. Sunday to 6:30 a.m. the following Sunday.

13.2: Shifts. All patrol unit personnel shall work straight shifts. Management shall establish two (2) basic patrol shifts, the hours of which shall remain constant between postings, except for emergencies. The initial patrol shift hours shall be:

6:30 a.m. to 6:30 p.m.	-	1st patrol shift
6:30 p.m. to 6:30 a.m.	-	2nd patrol shift

All patrol division and patrol assignments will work a twelve (12) hour shift schedule or 42-hour work schedule. All

administrative division and detective division employees and any employees assigned to those divisions will work an eight (8) hour shift schedule.

13.3: Management shall have the sole discretion to establish, remove and/or change additional non-rotating patrol shifts and the hours thereof; however, the two basic patrol shift hours shall not be changed without the prior agreement of the Union, except for emergencies.

- A. Management shall have the sole discretion to:
 - 1. Determine the number of officers on each patrol shift, and changes therein; and
 - 2. Determine the experience level of the officers on each patrol shift to assure a balance of experience on each shift. Reassignment under this provision shall be done by reassigning the least senior employee.
- B. Posting of Shift Selection. The basic patrol shift assignments shall be posted each four (4) months as follows: December 15, April 15 and August 15. Assignments to be effective February 1, June 1 and October 1, respectively. The blank schedule shall be posted and patrol unit personnel will sign their preference in the order of classification seniority. Where more than one officer applies for a particular shift meeting the experience level determined, the senior officer shall receive the preference.
- C. Vacancies. Vacancies occurring on a patrol shift during a four (4) month period for any reason shall be filled by assignment.
- D. Nothing in this Article shall prevent the Chief of Police from removing and reassigning officers from a patrol shift at any time for cause. This shall include resulting assignments. If necessary, this decision may be appealed immediately to the Step C, Personnel Director step of the grievance procedure.

13.4: Lunch Period. All shift patrol officers and shift detectives shall be allowed a thirty (30) minute paid lunch period. All day shift personnel, shall utilize a sixty (60) minute unpaid lunch. Less than a full sixty (60) minute lunch may be permitted at the discretion of the administration. For patrol employees who work a sixteen (16) hour shift, an additional thirty (30) minute

paid lunch will be provided. Employee's lunch periods must be separated by six (6) working hours.

13.5: In order to fully utilize the role of the shift Sergeant as road supervisors, the shift Sergeant shall not be considered in the formula for minimum shift strength. In the case of patrol overtime, if the department is unable to obtain patrol officers for the overtime work then the Sergeants shall be offered the opportunity to work the overtime.

13.6: Shift Trades.

- 1) Trades authorized by Captain or other designated command officer.
- 2) Paid back within scheduled posting period.
- 3) Employee will receive pay when THEY work.
- 4) Trades:
 - a) Two patrol officers may trade.
- 5) Leave may be substituted for traded hours.
- 6) No multiple trades allowed.

ARTICLE XIV
ASSIGNMENTS

14.1: Posted Job Assignments. Selection of employees to fill posted job assignments, other than patrol unit personnel which are provided for in Article 13.3 B, shall be based on a combination of employee's length of service, training, knowledge, experience, skill, and efficiency in comparison with other employees.

- A. Employees applying for assignments will be interviewed and/or tested.
- B. The selection of the individual(s) shall be made by the department head.
- C. To be eligible for consideration, an employee must make application in writing to the department head. An employee who is absent will be considered as an applicant.

- D. No employee shall make application for a job assignment unless he is willing to assume the duties of the job if he is selected.
- E. If no one makes application for the posted job, the assignment will be made by the department head.
- F. An employee applying for and not receiving the assignment shall have the privilege of a consultation with the department head for an explanation.
- G. The job assignment shall be posted for a period of one (1) week and shall contain the following information:
 - (1) A description of the job;
 - (2) Hours of work;
 - (3) The name of the current supervisor;
 - (4) Posting dates; and
 - (5) Application shall be in writing and presented to the department head.
- H. The employee receiving the job assignment shall be notified of his selection within one (1) week of the closing date, and the employee will assume his new position within a reasonable period of time.

14.2: This provision excludes all jobs requiring certification by the Merit System Board and temporary assignments of not more than sixty (60) days.

14.3: Working Group Assignments. Working group changes may be made by:

- A. Two officers who mutually agree to change with the approval of the Chief of Police.
- B. The Chief of Police may initiate a change between officers for cause.
- C. All working group changes will be made in writing with a copy to each officer involved.

14.4: Shift Supervisor Rank. There shall be a command officer or an employee designated as a command officer on duty as a shift supervisor at all times of the rank of Sergeant or above.

14.5: Temporary Classification Assignments. When an employee is temporarily assigned to a higher job classification and assumes all of the responsibilities of the higher job classification, whether or not a vacancy exists for a minimum of one (1) complete workweek or a period of four (4) hours or more in any one (1) day in the case of assignment of a Patrol Officer to the position of Sergeant in the case of a Detective to Detective Bureau Supervisor because of absence or other assignment where the higher classified employee is not able to perform his command duties, the employee shall be paid Step A of the higher classification. These assignments shall be compensable for only the actual time on duty in the higher job classification.

14.6: The above provisions shall not apply in cases where an employee in the Patrol Officer job classification may be assigned to in-station duties or to the Sergeant classification when the employee requests such assignment for training purposes, whether or not there is a vacant position in the Sergeant job classification. The designation of the employees assigned to a higher job classification shall be made by the Chief of Police.

ARTICLE XV
COMPENSATION PLAN (WAGES)

15.1: Wages. The Compensation Plan for the employees covered by this Agreement is set forth in Exhibit "A" attached hereto.

15.2: The Compensation Plan shall not be changed during the life of this Agreement without the agreement of the POAM.

15.3: Establishment of Rates Within the Salary Ranges.

A. General Provisions. The pay plan for employees covered by this Agreement provides for pay based on service and merit. The salary range for each classification shall be divided into five (5) steps or intervals, including the minimum or induction rate and the maximum rate, except the Detective position, which shall be divided into two (2) steps or intervals. For all patrol officers hired after June 30, 1985, the salary range shall be divided into six steps or intervals including the minimum or induction rate and the maximum rate.

- B. New Appointments. A new employee will be paid at the minimum of the approved salary range for the position to which s/he is appointed. In exceptional cases, the City Manager may approve an appointment at a rate above the minimum pay step for the range, but not in excess of the maximum step for the range.

- C. Promotions. When an employee is promoted to a higher class position, or the position is allocated to a higher class, if below the minimum of the new class at the time of promotion or reallocation, the salary will be immediately increased to the minimum of the approved range for that class or to an amount at least equal to the current salary if above the new minimum at the time of promotion or reallocation. The rate will be established by the City Manager.

- D. Demotions. When an employee is demoted to a lower class position, or their position is reallocated to a lower class, s/he will be paid at a rate which is within the approved range for the lower class position or for the new class in which the position has been placed. The rate will be established by the City Manager.

- E. Voluntary Rank Reduction. When an employee chooses to take a voluntary rank reduction they will be returned back to the step that they held when they left that rank.

- F. Transfers. There will be no change in the salary rate of an employee who is transferred, unless the salary is below the approved minimum of the new position, in which case, the provision on promotions will apply, or unless the salary is above the approved maximum for the new position, in which case the provision on demotions will apply.

- G. Reinstatements. When a person previously in the service is reinstated following demotion or dismissal, or is reappointed from an Eligible Register following layoff or demotion, the rate will be established by the City Manager.

15.4: Patrol Officer.

- A. Step "A" is the entrance pay step. For the first (1st) year after appointment the employee shall receive the rate of pay prescribed for step "A".
- B. Step "B" is the second step in the pay range. After the completion of the first (1st) year of service, the employee shall receive the rate of pay prescribed for step "B".
- C. Step "C" is the third step in the pay range. After completion of the second (2nd) year of service, the employee shall receive the rate of pay prescribed for step "C".
- D. Step "D" is the fourth step in the pay range. After completion of the third (3rd) year of service, the employee shall receive the rate of pay prescribed for step "D".
- E. Step "E" is the fifth step in the pay range. After completion of the fourth (4th) year of service, the employee shall receive the rate of pay prescribed for step "E".
- F. Step "F" is the sixth step in the pay range. After completion of the fifth (5th) year of service, the employee shall receive the rate of pay prescribed for step "F".

15.5: Detective.

- A. Vacancies shall be filled by existing promotional procedures.
- B. For the first year after promotion to this classification, the employee shall receive the rate of pay prescribed for Step "A".
- C. After completion of the first (1st) year of service in this classification, the employee shall receive the rate of pay prescribed for Step "B".

ARTICLE XVI
OVERTIME

16.1: Definition. The regular work schedule shall be an average eighty-four (84) hours over a two (2) week period. Time

and one-half (1-1/2) shall be paid for all hours worked over twelve (12) hours in any one day, or for hours worked on days off.

16.2: Emergency Overtime. In case of an emergency declared by the Chief of Police or the designated department commander, an employee shall work such emergency overtime as may be requested, unless the employee has a justifiable excuse of the type which would preclude attendance for normal duty.

16.3: Equalized Overtime. The City and the Union mutually agree on the principle of equal and fair distribution of overtime. A weekly sixteen (16) hour variance, not considering ordered overtime, shall indicate that this principle has been met to determine the order to call as described in this Article.

16.4: Maximum Working Hours. An employee will not be allowed to work more than sixteen (16) consecutive hours in a work day, except in declared emergencies.

- A. Employees who have not had eight (8) consecutive hours off work may refuse additional overtime without being charged as time refused, except in emergencies or when no other employee is available, then the low seniority employee available may be ordered to work.

16.5: An overtime register shall list all employees with twelve (12) months seniority or more, except for employees who request, in writing to the Chief of Police with a copy to the Union, that they do not wish to be included in any overtime assignments, except during emergencies as described above.

- A. At any overtime situation, once all names on the initial list have been called, the list shall be called in order of the least amount of overtime, until needed personnel are available.
- B. The overtime register shall record all overtime worked, plus all overtime refused. However, ordered overtime, although recorded on the overtime records, shall not be counted as overtime for equalization purposes. This register shall be totaled at least weekly.
- C. Whenever a situation arises where more employees are needed than agreed to work, the lowest employee qualified in terms of classification seniority shall work.

- D. When the need to fill overtime hours to fill a shift becomes known during the previous shift, these hours shall be filled by polling on-duty employees in order of the overtime register. If hours are filled voluntarily, the employee shall be allowed to work the amount available up to four (4) hours. However, if the hours are filled by ordered overtime, that employee shall work only until the shift supervisor can fill the shift. Ordered overtime to fill a shift shall not exceed four (4) hours. The shift commander of the succeeding shift will fill the remaining hours from the overtime register as soon as practical.
- E. Any questions arising under the provisions of this Article shall first be referred to a shift steward or Union representative and the shift Lieutenant, and if not settled after the first two (2) claimed violations, they will try to be settled by a conference with the Chief of Police or his designee. On the third violation, the conference will be set with the Director of Personnel in an attempt to settle the matter. After the third violation, they shall go through the grievance procedure.
- F. A new employee shall be added to the overtime register upon successful completion of the probationary training period (FTO). The employee shall be assigned overtime hours equal to the high employee on the overtime register. This same procedure shall be followed for any senior employee entering this bargaining unit or any employee withdrawing their letter of refusal to work overtime.
- G. Errors in distributing overtime will be corrected by giving the employee(s) concerned a chance to work the equivalent amount of unscheduled overtime next available without any undue hardship. The Merit System Board or the arbitrator may award payment for those hours the employee should have been given opportunity to work exceeding the criteria cited in Article 16.3.
- H. Overtime shall not be scheduled while on authorized leave, unless such employee indicates his availability during his leave, in writing, to the administrative Lieutenant and the Union. Authorized leave shall begin at the end of the last

scheduled shift worked. This will include pass days only when in conjunction with authorized leave.

- I. "Redtime overtime" will be protected with 12 hours of leave before or after the employee's days off, or with a combined total of 12 hours of leave before and after the employee's day off. This does not apply to employees on an 8 hour shift.

ARTICLE XVII
COURT TIME

17.1: Off-duty court time shall be paid at one and one-half (1-1/2) times the officer's base hourly rate, with a minimum pay of two (2) hours at time and one-half (1-1/2).

17.2: Court Time. Employees held over in court on a working day shall be considered as being on overtime for such additional hours.

17.3: Court time overtime hours will not be added to the overtime hours listing.

ARTICLE XVIII
SHIFT PREMIUM

18.1: Shift Premium. Police officers who are assigned to and do work the afternoon, midnight and/or a jump shift, as part of their normal schedule shall receive a bonus per month as established below.

18.2: Shift differential will be in accordance with the following:

Patrol	
<u>Night</u>	<u>Jump</u>
\$100/month	\$35/month

ARTICLE XIX
CALL IN PAY

19.1: The minimum pay for work performed when called in for emergency work, unless prearranged, will be in accordance with the following:

- A. If notified 24 hours in advance, pay is 1-1/2 for actual time, or employee can work two hours for 1-1/2 pay.
- B. If less than 24 hours notice, two hours at 1-1/2 pay.
- C. If worked in conjunction with a shift, two hours at 1-1/2 pay.

This does not affect court time provision in Article XVII, section 17.1.

ARTICLE XX
LONGEVITY

20.1: On the first hourly payroll in December, all full time police officers having completed either five (5), ten (10), fifteen (15), or twenty (20) years of continuous employment in a full time capacity shall receive annual longevity payments in the following manner:

- A. After completion of five (5) years continuous service: 3-1/2% of annual salary.
- B. After completion of ten (10) years continuous service: 5.0% of annual salary.
- C. After completion of fifteen (15) years continuous service: 6-1/2% of annual salary.
- D. After completion of twenty (20) years continuous service: 8.0% of annual salary.

All percentages shall be applied to the annual salary amounts identified in the wage rate attachment in effect during the first hourly payroll in December of the given year.

20.2: It is further provided that continuous service shall include authorized paid leaves of absence.

ARTICLE XXI
BONUS PAYMENTS

21.1: College Benefits. A police officer who holds a two year Associate's Degree in Police Administration from an accredited school shall receive four hundred dollars (\$400) additional

compensation which shall be paid on the first hourly payroll in December. Officers who have a Bachelor's Degree in Police Administration from an accredited college shall receive seven hundred fifty dollars (\$750). Eligible officers receiving their initial bonus must have been awarded their degree prior to June 30 of the fiscal year immediately prior to the December payment.

21.2: Warrant Officer Bonus. Police officers assigned under Article XIV the position of warrant officer as of December 1 of the year to be paid shall receive seven hundred fifty (\$750) dollars additional compensation which shall be paid on the first hourly payroll in December.

ARTICLE XXII
COMPENSATORY TIME

22.1: Notwithstanding the provisions of Articles 13, 16, 17, and 23 of this Agreement regarding payment of overtime and off duty court time, an employee may request that he be credited compensatory time off at the rate of one and one-half (1-1/2) times the actual hours worked in lieu of premium payment. The employee shall schedule such time off credited to him in one hour increments or more by making the request prior to the beginning of the shift. This request must be approved by the commanding officer of the shift who will make a judgment based on the needs of the affected shifts. If the employee does not take such time off within three (3) months of its crediting, he shall be paid for the time at the first pay period thereafter.

- A. Compensatory time off will be counted against the "no more than two (2) patrol officers may be scheduled at any one time for vacation from a shift" statement in section 29.4.

22.2: Earned Bank Time. Earned Bank Time was eliminated on July 1, 1994. All officers must use their accumulated earned bank time by June 30, 1995. If earned bank time is not used by this date, the employee will lose the remaining balance of hours.

22.3: Voluntary training, as approved by the Chief of Police, when not scheduled during an employee's normal work day, shall be compensated with straight bank time and shall have equal priority for use as regular bank time. Hours accumulated must be taken off within one hundred twenty (120) days from the date of accrual. Failure to take this time off within this period shall result in a forfeiture of same. This section applies only to employees who are being trained. It does not apply to any employee who is involved in any other work-related activity.

22.4: Public appearances and officers training others on behalf of the department in accordance with department rules and regulations will be compensated at time and one-half (1-1/2) bank time when carried out during off-duty hours.

22.5: Training Guidelines - Compensation.

A. Training When Not Staying Overnight. When on duty -- depending on number of hours trained -- remainder spent at the department on duty if total number of hours accrued training does not equal day's duty hours.

B. Training Out of Town -- Three or More Days.

Patrol -- 12 hour shifts -- officer will submit regular hours scheduled for that period -- 36 or 48 hours.

Detectives -- any other 8-hour schedule -- will use a day-for-day guideline.

C. Training Out of Town -- Less Than Three Days.

Patrol -- 12-hour and 8-hour schedules -- will use a day-for-day guideline.

D. Adjusting Schedules. Schedules can be adjusted when officer is working -- where the schedule may not allow sufficient time off or conflicts with training.

ARTICLE XXIII
HOLIDAYS

23.1: Holidays Paid. The following holidays are hereby specified:

New Year's Day
Memorial Day
Labor Day
Christmas Day

Good Friday
Independence Day
Thanksgiving Day

23.2: All holidays shall be a twenty-four (24) hour period from 6:30 p.m. of the day immediately preceding the holiday to 6:30 p.m. on the holiday itself.

A. Employees shall be paid for holidays in accordance with the following. Provided, however, that:

1. The employee has not failed to work when scheduled to work on any such holiday.
 2. The employee shall have worked his last scheduled hours immediately preceding the holiday and his first scheduled hours immediately following the holiday.
 3. The employee is not on an unpaid leave of absence nor laid off.
- B. Vacation properly prearranged shall not interfere with any provisions of this section.
- C. The Chief of Police shall determine whether non-patrol employees will, or will not, be assigned to work on any of the above-named holidays. All other employees shall work the same as any other day, unless the employee can trade shifts and then only with the approval of his department head.

23.3: An employee meeting the criteria of this Agreement shall be paid eight (8) hours pay at his base rate (not to include any shift differential) for the seven (7) specified holidays for the day on which the holiday falls. This extra day's pay will not count as a day worked for purposes of computing overtime.

23.4: One and one-half (1-1/2) times the normal rate of pay shall be paid in addition for all work performed on the seven (7) specified holidays during the employee's normally scheduled hours on the holiday and double time for all other hours on the holiday. For patrol personnel, all holidays shall be a twenty-four (24) hour period from 6:30 p.m. of the day immediately preceding the holiday to 6:30 p.m. on the holiday itself. For non-patrol personnel, all holidays shall be a twenty-four (24) hour period from 11:00 p.m. of the day immediately preceding the holiday to 11:00 p.m. on the holiday itself.

ARTICLE XXIV
CLOTHING AND CLEANING

24.1: Clothing Provision. The City will provide uniforms and other articles of clothing which the City requires the employees to wear when on duty. Dry cleaning or laundering of uniforms and approved plainclothes will also be provided.

ARTICLE XXV
HOSPITALIZATION AND DENTAL INSURANCE

25.1: Health Insurance. The City shall provide the following Blue Cross - Blue Shield, or its equivalent, hospital and medical coverage for all employees and their families, premiums to be paid by the City:

- A. Blue Cross - Comprehensive Semi-Private, Riders D45NM, IMB, OPC, DCCR, CC, SA, and COB.
- B. Blue Shield - MVF-2, ML, SD-2, Master Medical Option I, and Prescription Drug Program 2 with \$3.00 co-pay.
- C. Blue Cross - Blue Shield 65 Exact Fill, Master Medical 65 Exact Fill.
- D. VST and FAE.

25.2: Effective July 1, 1990 the City will cap the premium cost at the June 30, 1990 rates:

Family = \$319.35
Double = \$303.10
Single = \$134.38

25.3: Effective July 1, 1991 the City will index the cap established in Article 25.2 by adjusting the numbers by the 1991 March to March CPI-U Medical Care Index.

25.4: A. Effective July 1, 1992 the Insurance will be converted to Comprehensive Major Medical with \$50 deductible single and \$100 deductible family. There will be a 90/10 co-pay up to a maximum of \$750 per coverage year.

B. Upon the first individual insured reaching \$750,000 of accumulated benefits paid, the contract will automatically be reopened for the purpose of negotiating health care benefit levels. The two parties will meet within 30 days and discuss health care benefit levels (riders) until such time that an agreement is reached or said individual reaches the \$1 million cap. At that time the City will replace the benefits identified in the previous contract or implement the agreed upon benefits as negotiated in the re-opener.

25.5: Retired Employees. The City shall continue to pay the premiums for retired employees, their spouses, and dependents in accordance with the following section; providing, however, in event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. In the event of the death of a retired employee who had selected a survivor option from the pension system, the employee's spouse and any dependents shall be eligible to be included in the City's group health insurance plan with the City's contribution percentage equal to the particular status category as provided herein, that the retired employee would be in if his death had not occurred.

25.6: Disabled Employee. The City will continue to pay the premiums for insurance for employees, their spouses, and dependents who are disabled through injuries that are service connected as provided in this Agreement.

25.7: Deceased Employee. The City shall continue to pay the health insurance premiums for the spouse and dependents of employees killed or fatally injured in the line of duty, but limited to twenty-four (24) months for non-duty death; providing, however, such obligation to pay the insurance premiums shall cease on the spouse upon remarriage of the spouse.

- A. Spouse of record is spouse at time of retirement - hereinafter referred to as spouse.

25.8: Retiree's Hospital and Medical Insurance. New retirees will have the Comprehensive Major Medical plan as described above.

<u>Status</u>	<u>City Contribution Per Cent of Total Cost</u>
1. Retiree - under age 46	60
2. Single - age 46 or over	100
3. Single - age 46 or over with dependents	
Employee	100
Dependents	60
4. Married - employee age 46 or over, and spouse 49 or under	
Employee	100
Spouse	60
5. Married - employee age 46 or over, and spouse, age 49 or over	
Employee	100
Spouse	100
6. Married - employee age 46 or over, and spouse age 49 or over, with dependents	
Employee - Spouse	100
Dependents	60
7. Disability pension (however disabled) includes spouse and dependents, if any	100
8. While on a deferred retirement	-0-

25.9: Dental Insurance. Effective January 1, 1982, The City and Union shall select a dental plan acceptable to the Union and implement the plan as soon as possible.

The City shall pay up to the dollar amount indicated in the chart outlined below, per month, per employee for dental insurance. Any additional cost shall be paid by the employee through payroll deduction.

\$26.00/month

All employees must be covered by dental insurance.

ARTICLE XXVI
LIFE INSURANCE

26.1: Life Insurance.

A. General Description. Each employee will be provided with a life insurance policy in the amount

of \$50,000 term insurance and an additional amount of \$50,000 AD&D insurance.

26.2: The City shall pay one hundred percent (100%) of the cost for the term life insurance.

26.3: The City's responsibility for making life insurance premium payments for an employee ceases upon termination or after thirty (30) calendar days on an approved unpaid leave of absence.

ARTICLE XXVII
RETIREMENT - PENSION

27.1: Retirement. All employees shall be included in the retirement program provided for under Retirement Act No. 345, P.A. 1937, as amended, of the State of Michigan.

27.2: Multiplier.

A. The multiplier used for retirement benefit calculation purposes shall be changed to two point five percent (2.5%) for employees in accord with the provisions of Act No. 345, P.A. of 1937 as amended and subject to subsection 27.3 (A) below.

B. Effective July 1, 1994, the multiplier used for retirement benefit calculation purposes shall be changed to two point five two five percent (2.525%) for employees in accord with the provisions of Act 345, P.A. of 1937 as amended and subject to subsection A below.

27.3: Employee Contribution.

A. The employee's contribution shall be 8.0% of payroll.

27.4: Final Average Compensation. The Final Average Compensation (F.A.C.) for retirement calculations will be the average of the highest annual compensations during a period of the highest three (3) years of service contained within the last ten (10) years of service.

27.5: Non-Duty Death. Effective July 1, 1987, the non-duty death in service survivor's pension shall be payable to a surviving spouse, if any, upon the death of a member with 10 or more years of service.

27.6: Minimum Retirement Qualification. The minimum amount of years of service to qualify for retirement is 23 years of service with no minimum age required.

27.7: Death During Disability Retirement. Effective July 1, 1994, disability retirement survivor's pension shall be paid to a surviving spouse, if any, upon the death of a member on disability retirement. The survivor benefit will be 60%. Spouse at time of disability retirement is spouse of record.

ARTICLE XXVIII
LEAVES OF ABSENCE

28.1: Leaves - Generally. No employee may be absent from his job without an approved leave. An approved leave shall be any leave with pay as specified in this Agreement or leave of absence without pay as described in this Agreement. Absent from duty without approved leave or following an approved leave for three (3) consecutive work days shall be deemed a resignation from the City service by the absentee. Upon a report of such absence by the department head to the Director of Personnel, the absentee shall be removed from the City service. If, any time within ten (10) days thereof the person so absenting himself shall make satisfactory written explanation to his department head of the cause of his absence, he may be reinstated in his position. If the department head, does not reinstate the employee he may file a grievance as if a discharge had occurred.

ARTICLE XXIX
VACATION

29.1: Vacation. Employees shall receive annually on January 1, the days of paid vacation leave as shown on the following schedule to be taken during the calendar year:

<u>Years of Service</u>	<u>Hours</u>
One through four years	96
Five through nine years	136
Ten through fourteen years	160
Fifteen through nineteen years	176
Twenty through twenty-four years	192
Twenty-Five years or more	208

29.2: Years of service shall be the number of full years of employment with the City to be reached during the calendar years beginning with the particular January 1st date.

29.3: On each January 1st crediting date following the employee's entry to the department, whether or not the employee has completed the first six (6) months of his probationary period, the number of vacation hours credited to him shall be proportional to the number of months of the preceding calendar year of twelve (12) months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month. Even though vacation hours may be credited to him, an employee must first successfully complete the first six months of his probationary period before he may use the vacation hours. If the hours credited to him on January 1st total less than forty (40) hours, he shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January crediting, if applicable, an employee may borrow up to forty (40) vacation hours from his first crediting.

A. Days of paid vacation leave, not to exceed forty (40) hours, may be carried over from one calendar year to the next calendar year and with the approval of the department head and Director of Personnel, every third year one hundred sixty (160) hours may be carried over to take an extended vacation. In addition, the employee shall be paid for any unused vacation due him for that year when he leaves the City service.

(1) An employee may buy back up to forty (40) hours vacation once each fiscal year. The "Buy-Back" will be in full hour increments, paid at the employee's base wage. The employee's election shall be irrevocable written notice to the Personnel Department. Any such hours paid will not be included in any overtime consideration.

29.4: Vacation schedules shall be developed by the department head in accordance with procedures described herein. Vacations will be picked by seniority on each shift. During each January, employees will choose one week vacation picked according to the number off within rank and seniority. This will be subject to change every four (4) months, if necessary, according to shift selection picks. For 12-hour shift personnel "one week" shall be defined as a minimum thirty-six (36) hour block. Patrol Officers may select their vacations within a two week period following the tri-annual shift selections. Patrol Officers who are assigned to a shift may select vacation times in increments of at least one work week for any one vacation period, unless he has fewer than thirty-six (36) hours of vacation remaining, at which time he may choose to use the remaining increment of vacation time as one

vacation period. After selection of the minimum one work week blocks, any Patrol Officer may utilize their remaining vacation hours on a first come basis. No more than two (2) Patrol Officers may be scheduled at any one time for vacation from a shift. Training time and sick time will not have an impact on this in accordance with past practice.

29.5: Employees are required to give advance notice, twenty-four (24) hours prior to the start of their shift, of their intent to utilize vacation.

29.6: Vacation schedules for other bargaining unit members shall be developed by the department head. It shall be the policy of the department to schedule vacations over as wide a period as possible in order that service of the department may be available at all times.

29.7: Vacation will be taken in four (4) hour increments.

- A. An employee may receive his earned paycheck prior to leaving on vacation provided that he makes his request to the Finance Department at least ten (10) days prior to the start of his vacation.

ARTICLE XXX
SICK LEAVE

30.1: Sick Leave with Pay. Each employee shall be allowed ninety-six (96) hours of sick leave per year. On each January 1st crediting date following the employee's entry to the department, whether or not the employee has completed the first six (6) months of his probationary period, the actual number of sick leave hours credited to him shall be proportional to the number of months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month. Even though sick leave hours may be credited to him, an employee must first successfully complete the first six (6) months of his entry level probationary period before he may use the sick leave hours. If the hours credited to him on January 1st total less than forty-eight (48) hours, he shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January 1st crediting, if applicable, an employee may borrow up to forty-eight (48) sick leave hours from his first crediting, if necessary.

- A. Approval of the Director of Personnel shall be required on all requests for sick leave. Medical certification will not generally be required to

substantiate sick leave absences of two (2) consecutive working days or less; however, medical certificates or in lieu thereof, a signed written statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence, regardless of duration, should the City have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate shall constitute just cause for disciplinary action or dismissal.

30.2: Unused Sick Leave. Unused sick leave may be accumulated and shall be paid as follows:

- A. An employee shall be entitled to accumulate all unused annual sick leave until he has accumulated four hundred eighty (480) hours. All unused sick leave days previously accumulated shall be retained by the employee.
- B. After an employee has accumulated four hundred eighty (480) hours or more on January 1st of any year, he shall continue to earn ninety-six (96) sick leave hours per year, but may accumulate not to exceed forty-eight (48) additional hours per year beyond four hundred eighty (480) hours. Thereafter, any unused sick leave days in excess of forty-eight (48) hours per year shall be paid at the rate of one half (1/2) day's base pay for each unused sick leave day. Payment shall be made in January of the applicable year.
- C. P.O.A.M. members will have the option at four hundred eighty (480) hours of unused sick leave, by irrevocable letter to the Personnel Department, to continue straight accumulation to 960 hours. Full pay will be given for hours accumulated beyond 960.
- D. Employees with greater than 960 hours on January 1, 1992 will have their maximum hours for accumulation set with their 1992 crediting. The number of hours set will be based on the next highest integer divisible by ten and then converted to hours (i.e. 1080 hours = 135 days on 1/1/92; accumulation is set for 1/1/93 at 140 days or 1120 hours). On January 1, 1993, these employees will receive full

pay for all hours beyond the maximum accumulation number set in 1992.

- E. In the event of death, retirement, or job related total disability of an employee, the City will at such time pay to him or to his estate, one half (1/2) of his accumulated unused sick leave not to exceed four hundred eighty (480) hours at his base pay in effect at such date.

30.3: Utilization. An employee may utilize his sick leave allowance in two (2) hour increments upon approval of his department head or his designate and the Director of Personnel, for absence due to his illness or injury and for absence due to illness or injury of others as specified below:

- A. Illness or Injury. Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family which necessitates his absence from work. "Immediate family" in such cases shall be a wife, husband, child, brother, sister, parent, parent-in-law, spouse's brother or sister, brother's spouse, sister's spouse, son-in-law, daughter-in-law, or other relative living in the same household. When an employee wishes to utilize sick leave to attend a member of the immediate family, he will not be allowed more than a one day (12 hours) absence without prior approval of the Chief of Police, or his authorized representative and no more than three (3) days (36 hours) leave will be granted unless death of the family member is expected by the attending physician. Sick leave may not be utilized for illness or injury to an employee if the sickness or injury arose from work at non City employment where that employer is providing at least some compensation for time lost because of the illness or injury.
- B. Substitution of Vacation for Sick Leave. When an employee has used all of his earned sick leave and is unable to return to work, vacation may be substituted for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used.
- C. Extensions. In addition to the provision for borrowing in section 30.1, of this Article, an employee may borrow additional hours of paid sick leave if the employee is unable to return to work

after the employee has exhausted all of his accumulated sick leave and vacation hours. The number of sick leave hours he may borrow upon written request shall not exceed thirty-six (36) hours for each full year of employment with the City. This provision may be used on multiple occasions. Subject to the conditions above, the employee may choose to borrow once during each uninterrupted illness or disability. Any hours borrowed shall be paid back from sick leave hours the employee may earn after returning to the job or deducted from any compensation otherwise due the employee at termination. Additional extensions beyond those described above are not permitted.

ARTICLE XXXI
DUTY DISABILITY

31.1: Workers' Compensation.

- A. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Workers' Compensation Laws of the State of Michigan. An employee shall not be required to use his sick leave for absences due to "on the job" injuries.
- B. Return to Work. Employees injured on the job and medically released to work light duty shall first be accommodated within their department and then the bargaining unit, in that priority. If no accommodation can be made, the Personnel Director may offer the employee a light duty assignment in another City position as per current state statutes. The Personnel Director shall determine the qualifications of the position and the employee's ability to perform the job. Employees will not be required to fill positions in other bargaining units. Employees shall continue at the same level or pay and benefits.

31.2: Base Salary. In addition to the minimum amount required by law, the City shall pay to the employee an additional sum. This additional sum shall be the difference between his base salary and the said Workers' Compensation payment for any period of disability of not more than twenty-six (26) weeks from the date of injury.

31.3: Use of Paid Leave. The employee may thereafter use earned sick leave, vacation leave, or personal leave days in one

half (1/2) day increments in addition to the Workers' Compensation payment for a total sum not to exceed his base salary for any weekly period.

31.4: Insurance Paid by City. The City shall pay the City's share of health and life insurance costs while the employee is receiving Workers' Compensation only during the time that the City is compensating the employee, in addition to Workers' Compensation payments as defined in this section.

31.5: Retraining Program. The City will pay the City's share of health and life insurance costs while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

31.6: Insurance Available to Employee. Those employees not eligible for City paid health and life insurance as described in this section may arrange with the City to continue the health and life insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

31.7: Holiday Pay. Employees receiving only Workers' Compensation are not eligible for holiday pay.

31.8: Other Benefits Affected. The employee shall not continue to earn vacation, sick leave, or other benefits not specifically permitted in this Agreement while receiving only Workers' Compensation payments.

ARTICLE XXXII
FUNERAL LEAVE

32.1: Funeral Leave. It is the intent of this provision to provide emergency leave to employees to enable their attendance at funerals involving their immediate family as defined below. This provision should not be construed as to permit emergency time off to attend to other personal matters connected with a funeral. In case of death in his immediate family, a regular full time employee shall be granted up to three (3) shift days at the discretion of the department head. Immediate family is defined in Article 30.3, Section A, and shall also include the employee's grandparents for this purpose.

ARTICLE XXXIII
MILITARY LEAVE

33.1: Military Leave. Any permanent employee who is inducted into the Armed Forces of the United States or joins the Armed

Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his first tour of duty, such employee will be reinstated to his former position or one comparable to it as may be required by state or federal law, provided:

- A. He makes application for reinstatement within ninety (90) days after his release from military duty or from hospitalization continuing after discharge for a period of not more than one year.
- B. He is physically and mentally qualified to perform the duties of the position if it still exists.

33.2: If an employee is not qualified to perform the duties of such a position by reason of disability during such service, he shall be placed in such other position, the duties of which he is qualified to perform as would provide him with like status, and pay, or the nearest approximation thereof consistent with circumstances of his case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

33.3: Any permanent employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program, shall be granted such leave upon presentation of proper documentation by his commanding officer. He shall be paid by the City the difference between the amount he received for such training and his full salary.

33.4: Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training units or by the Michigan National Guard shall be paid by the City the difference between the amount he received for such duty and his salary for each day of duty not to exceed five (5) working days. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

ARTICLE XXXIV
PERSONAL LEAVE

34.1: Personal Leave. Effective each July 1, permanent employees shall receive twenty-four (24) personal leave hours which must be used prior to the following July 1st. Use is subject to departmental approval. Employees are required to give advance notice two (2) hours prior to the start of their shift of their

intent to utilize a personal leave day, but such use shall be at the convenience of the department. Personal leave requests will not be rejected if the affected shift has less than two (2) employees off on paid leave, excluding sick and training. If the affected shift has two (2) employees off on paid leave, excluding sick and training, personal leave will not be rejected if the requested leave does not create overtime. Personal leave will be taken in four (4) hour increments.

Effective July 1, 1995, the hours credited in this section will be changed to forty-eight (48) hours per year.

ARTICLE XXXV
PARENTAL LEAVE

35.1: Parental Leave. An employee shall be eligible to use accrued vacation leave for a period of up to thirty (30) calendar days for paid leave of absence for childbirth and child care. If a longer leave is desired, employees shall be granted a leave of absence upon their request, for childbirth and child care, without pay or benefits, subject to recommendation of the department head as to how the work of the employee will be accomplished, including a request, if needed, for additional help either permanent or temporary. Such unpaid leave shall be termed parental leave. Approval of the Director of Personnel is required prior to paid or unpaid parental leave authorization.

35.2: Benefits. No Merit System status, seniority, or benefits will accrue during the time the employee is on unpaid parental leave. The employee must arrange for continuing insurance and hospitalization at no cost to the City.

35.3: The following requirements shall apply to employees who select this leave:

- A. The request for parental leave shall be submitted in writing to the Director of Personnel ninety (90) days prior to the date the leave is to begin, unless circumstances clearly preclude opportunity for such notice. The employee must submit to the Director of Personnel proper certification by the employee's physician of her pregnancy and probable date of birth.
- B. During the period between the employee's request for parental leave and the effective date of her leave, the employee may continue to work provided that the employee submits monthly medical reports, on forms provided by the City, indicating her

ability to perform fully all the duties of her position.

- C. Approved parental leave will begin on the effective date requested by the employee or on the date the employee is no longer able to perform fully all of the duties of the position.

35.4: Parental leave will also be available for an employee who adopts a baby, or for an employee who is the father of a baby. This form of leave will start on the date the baby becomes a resident in the employee's home. If a replacement is not necessary during the employee's absence, he/she may return to his/her former position at the termination of the parental leave. If a replacement is necessary, the employee may return to the City service at the termination of the leave to a position of the same class if a position exists at that time. If no position is available, the employee will be placed on the eligible register for the earliest possible placement.

35.5: If an employee fails to return to work within six (6) months after termination of pregnancy, her employment is terminated. For the employee who is the father of a baby who fails to return to work within six (6) months of the date the baby becomes a resident in the employee's home, his employment is terminated.

35.6: Family and Medical Leave Policy. An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the City's FMLA Policy in addition to all other relevant sections of this contract.

ARTICLE XXXVI
LEAVE OF ABSENCE WITHOUT PAY

36.1: Leave of Absence Without Pay. All requests for leave of absence without pay shall be made in writing by the employee desiring the leave. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of such employee to return to the service of the City at the expiration of the leave. Such request shall be transmitted to the City Manager by the department head with a statement of his approval or disapproval of the request, his plan for taking care of the work during the absence of the employee and if necessary, his request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager and the Merit System Board, except that when leave of

absence is made necessary through sudden illness or injury or service of country or state, the department head may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager and the Merit System Board, shall be retroactive.

- A. Leave of absence may be granted for good cause. The following causes may be deemed proper: temporary physical disability and study or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City service except temporary military service or military service for an indefinite period of time in case of war or civil insurrection.
- B. An employee who has been on leave of absence and reports back to the appointing officer of his department at the expiration of such leave shall be reinstated to his former position. In any case where the position formerly filled by an employee on leave has been discontinued because of lack of funds or lack of work, the returned employee shall be placed at the head of the appropriate eligible list for reinstatement to a corresponding position in the City service.
- C. Time spent on an unpaid leave of absence of over three (3) work days shall be deducted from an employee's service credit in determining vacation and sick leave or longevity benefits.
- D. During an unpaid leave of absence, the employee shall maintain but not accrue seniority.
- E. During the first thirty (30) days only of an unpaid leave of absence, the City will continue to pay its share of insurance premiums. However, in case of an unpaid leave of absence for physical disability beyond thirty (30) days, the employee may continue to be included in the City's group insurance plans for up to one year at his cost upon his making payment arrangements in writing, satisfactory to the Director of Personnel.

ARTICLE XXXVII
LAYOFF AND RECALL

37.1: Layoff. In the event of layoff and recall, the following order shall govern, provided always, the employee seeking to exercise his departmental seniority to continue working must be qualified to perform the work required:

- A. Probationary employees in the classification affected shall be laid off first, in the order of last hired, first laid off, as long as the employees left can perform the work.
- B. In the event of further layoffs, the officer with the lowest departmental seniority in the classification affected shall be laid off next, and so on in such order.

37.2: In the event the departmental layoffs require the reduction of an officer from one classification to a lower classification, the officer with the lowest "in classification" seniority shall be laid off first, and reductions made from top to bottom in such order.

37.3: Any employee being demoted as the result of a layoff to a lower classification shall be entitled to exercise his permanent classification seniority for all purposes in such lower classification.

37.4: In the event of a recall, the procedure above shall be reversed, and employees who have been demoted, shall be the first promoted to their former classification provided, however, they remain qualified to perform the job required.

37.5: During any layoff, new employees shall not be hired until all employees on layoff who are qualified have been given the opportunity for recall.

37.6: Employees on layoff who have refused recall or have been on layoff for two (2) years shall be terminated.

ARTICLE XXXVIII
RESIGNATIONS

38.1: Resignations. Any employee resigning from his position, whenever possible, shall give sufficient advance notice of his intention to enable the City to make proper provisions for the filling of the position.

38.2: All resignations shall be in writing and filed with the department head, the Director of Personnel, and the Merit System Board. Any employee failing to give such proper notice shall be considered as having left the service not in good standing and his record shall so note.

ARTICLE XXXIX
REINSTATEMENTS

39.1: Reinstatements. In case of reinstatement of City employees within eighteen (18) months after leaving the City service, credit shall be given for past service insofar as promotions are concerned.

ARTICLE XL
DISCIPLINE

40.1: Discipline. The City agrees that in imposing discipline, the department will act in a fair, consistent, and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The City and department recognizes the rights of employees who may consider themselves aggrieved by an discipline to raise such grievance through the grievance procedure. The City mutually agrees that in general, they will follow the principles of corrective and progressive discipline.

40.2: Disciplinary action may take one of the following forms:

- A. Verbal Warnings. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature.
- B. A Written Reprimand. This form of disciplinary action may be used for the same reasons as those stated for warning. Normally, written reprimands would be used in those instances where repetition of a violation would be considered serious.
- C. Demotions. This form of disciplinary action may be used when the employee does not give satisfactory service in the position he holds but gives evidence of ability to perform the work and responsibilities of a lower classification.

- D. Suspension. Suspensions are temporary separations from the City service for the disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the department head and the Director of Personnel, without pay, up to a period of sixty (60) days within one year. The employee may file a dispute or grievance at Step C (Director of Personnel) of the grievance procedure.
- E. Dismissal. A discharge or permanent separation for disciplinary reasons where the violation is of a serious nature. The employee may file a dispute or grievance at Step C (Director of Personnel) of grievance procedure.

40.3: Discipline Files. A record of any and all written reprimands, suspensions, or demerits of any kind to any employee by a department head for the purpose of disciplinary purposes, shall be filed with reasons therefor in the Personnel Department and a copy sent to the Union. The record of any suspension shall remain in the employee's personnel file for four (4) years, and said record shall not be released for outside promotional use.

40.4: Discussion with Employee. The written reprimand, suspension, or dismissal shall be discussed with the employee, initialed by the employee to indicate only that he has seen it. The Union may have a representative present during this discussion, if requested by the employee. If the employee submits a written reply, the reply shall be placed in the file with the written form of discipline. Upon the request of the employee, all written reprimands, or evidence thereof, shall be removed from the employee's personnel file after two (2) years, and all verbal reprimands after one (1) year, in which no other written disciplinary action has been taken.

40.5: Time Limit on Discipline. No disciplinary action shall be initiated beyond ninety (90) calendar days after the City learns or should have known of an alleged violation by an employee of any City rule or regulation.

40.6: Paid Insurance Premium. The City will continue to pay the suspended employee's contractual insurance premiums.

40.7: Polygraph Exam. An employee may refuse to take a polygraph examination requested by the City.

40.8: Employees subject to suspension by the Department will not lose days of work or pay until a determination is made by the Personnel Director at the "C" step of the appeal process.

40.9: Hiring of Suspended Employees. An employee separated from the City service through suspension or dismissal shall not be hired in any other department either on a temporary or permanent basis unless specifically approved by the Director of Personnel and the Merit System Board.

40.10: Causes for Removal, Discharge or Reduction. The following shall be considered just cause for removal, discharge, or reduction, although removal, discharge, or reduction may be made for other just causes. That the employee:

- A. has been convicted of a felony or larceny by a court of record; or
- B. has willfully, wantonly, unreasonably, unnecessarily, or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner of a City institution, or a person in custody, provided the act was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of persons lawfully in custody; or
- C. has willfully and knowingly violated any lawful official regulation or order, or failed to obey any proper direction made and given by his superior officer; or
- D. has been intoxicated or under the influence of intoxicants while on duty; or
- E. has been afflicted with any disease or has any physical ailment or defect, substantiated by medical evidence, which in the opinion of the Director of Personnel and the Merit System Board unfits him for City service; or
- F. is incompetent or inefficient in the performance of the duties of his position; or
- G. is careless or negligent with the monies or other property of the City; or
- H. has used or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer, change of grade, pay or character of work; or
- I. has taken any fee, gift, or other valuable thing in the course of his work or in connection with it for

personal use from any person when such gift or other valuable thing is given in the hope or expectation of receiving a favor for better treatment than that accorded other persons.

- J. when directed, has refused to work with, or render service to any individual identified as having AIDS, Hepatitis B, or other communicable diseases, notwithstanding the employee's rights under state and federal safety statutes (this clause will be dictated by state statute and case law).

ARTICLE XLI
RESERVES

41.1: Reserves. Excluding emergencies as declared by the department head or his designee, no part time, auxiliary, or reserve officer shall perform normal police vehicle patrol functions.

ARTICLE XLII
RESIDENCY

42.1: Residency Requirements. Employees covered by this Agreement shall be required to reside within the limits of Midland county or the city within six (6) months after completion of their probationary period.

ARTICLE XLIII
MANAGEMENT RIGHTS

43.1: It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

ARTICLE XLIV
NO STRIKE - NO LOCKOUT

44.1: There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work nor any lockouts during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

44.2: In the event of a strike, work stoppage, picketing, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Agreement, and that they may be disciplined up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

44.3: The City shall have the right to discipline, up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

ARTICLE XLV
EMPLOYEE SAFETY CLAUSE

45.1: It is agreed between the Union and the City that both parties are obligated to provide the safest environment possible for both parties and the public who utilize municipal services. Therefore, the following is established to provide a mechanism for an ongoing system of safety awareness, and accident prevention.

- A. It is recognized the City Safety Manual shall be the initial guide for all safety practices, recognizing it does not address itself to all situations or conditions. The Chief of Police may issue supplemental departmental safety rules. Both the Union and the City must promote safety and endorse such rules as to enhance safety. Employees must recognize that observance of safety rules and regulations is a condition of employment.
- B. A Departmental Safety Committee shall be formed, consisting of two (2) supervisory officers appointed by the Chief of Police and two (2) Union members appointed by the Union. Their appointment shall normally be for periods of one year, beginning with the July meeting of each year. The Union will provide to the Chief of Police written notice of its appointed members.

- (1) The Departmental Safety Committee shall meet monthly. The Committee shall select one (1) of its members as Chairman and one (1) of its members as Recording Secretary. Three (3) members shall constitute a quorum.
 - (2) The Departmental Safety Committee shall:
 - (a) Review all Police Department accident reports and make appropriate comments and recommendations.
 - (b) Review department safety procedures and equipment, making appropriate comments and recommendations;
 - (c) Identify potential problem areas with regard to safety, making appropriate comments and recommendations; and
 - (d) Seriously consider safety suggestions of any individual employee.
 - (3) Minutes of all meetings shall be kept with copies being forwarded to the Chief of Police, Director of Personnel, and the Midland City Safety Board. The Committee shall prepare a report to the Chief of Police and Director of Personnel each February of any recommendation not resolved so that the Chief of Police may have timely information for those recommendations which may have to be included in the annual budget.
- C. Vehicle Safety. Because of the necessity and importance of safe motor vehicle conditions in the work of the police service, no motor vehicle shall be used where there is an outstanding vehicle repair slip for an item unsafe for the immediate use, signed by any command officer, until serviced by a mechanic.

ARTICLE XLVI
MISCELLANEOUS

46.1: Notice of Violation. It is expressly agreed by the parties hereto that nothing contained in this section or in any part of this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for

the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, after having been allowed a reasonable opportunity to correct the same, shall fail to do so within ten (10) days of notification by the other party.

46.2: Outside Activity. When in the opinion of the department head any outside activity carried on by any employee is detrimental to the City service, it shall be the duty of the department head to report same to the Director of Personnel and, if the opinion of the department head is substantiated, it shall be the duty of the department head to order the outside activity discontinued.

46.3: Education Reimbursement. Will occur in accordance with Administrative Regulation Number 417, "Voluntary Educational Opportunities Reimbursement Procedure", implemented on July 1, 1985.

46.4: Drug Testing. Within thirty (30) calendar days of the City publishing an Administrative Regulation on drug testing, the two parties will meet and negotiate the following conditions of work:

- A. Confrontation of employees post incident and for cause.
- B. Chain of custody.
- C. Testing to be utilized.
- D. Access to rehabilitation.
- E. Discipline.
- F. Last chance clause.

46.5: Ban on Smoking. Employees hired after June 30, 1990 shall not smoke on duty or off duty. Violation of this policy will be cause for discipline as otherwise outlined in this contract.

46.6: Pick-up Drop-off Past Practice. Effective with the signing of the contract, the past practice of picking up and dropping off patrol officers prior to and after their patrol shift will cease. All bargaining unit members will receive a one-time payment of \$1,500.00 upon the elimination of this past practice.

ARTICLE XLVII
WAIVER CLAUSE

47.1: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by a law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XLVIII
SAVINGS CLAUSE

48.1: Savings Clause. If any section, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or illegal such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement or the Agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the contract which is found illegal or invalid.

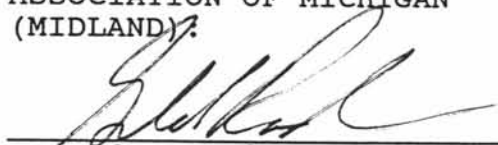
ARTICLE XLIX
DURATION

49.1: This Agreement shall be and remain in full force and effect from July 1, 1993 and shall continue in full force and effect through June 30, 1996, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the sixtieth (60th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same.

49.2: Re-Opening of Last Year of Contract. Notwithstanding any of the foregoing, the parties hereto also agree that, sixty (60) days prior to the commencement of the third year of the contract, only wages and health care shall be opened for negotiations. Changes and modifications to these two items shall be implemented July 1, 1995.

IN WITNESS WHEREOF, the City of Midland and the Union, by their duly authorized representatives, have signed their names below to this contract effective July 1, 1993.

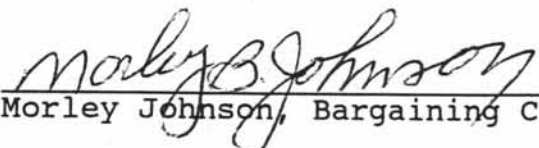
FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN
(MIDLAND):


Gerald Radovic, Business Agent

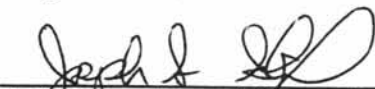
FOR THE LOCAL ASSOCIATION:
(MIDLAND POA)


Marc Purtell, President



William Kerr, Vice President

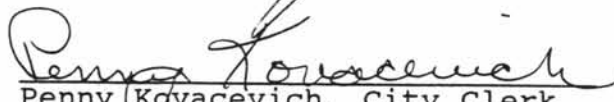

Morley Johnson, Bargaining Comm.


Jere Creer, Bargaining Comm.



Joseph Schneider, Bargaining Comm.

FOR THE CITY OF MIDLAND:


Donald Taylor, Mayor


Penny Kovacevich, City Clerk

APPROVED BY:


Karl Tomion, City Manager

APPENDIX A
WAGE RATES

1993 - 1994 COMPENSATION PLAN FOR POLICE OFFICERS

Effective July 1, 1993

Class Title	Start A	1 Year B	2 Years C	3 Years D	4 Years E	5 Years F
Patrol Officer	\$25,011 12.02488	\$27,588 13.26328	\$30,160 14.50015	\$32,736 15.73868	\$35,314 16.97766	\$37,884 18.21366
Detective	\$38,629 18.57168	\$40,245 19.34864				

1994 - 1995 COMPENSATION PLAN FOR POLICE OFFICERS

Effective July 1, 1994

Class Title	Start A	1 Year B	2 Years C	3 Years D	4 Years E	5 Years F
Patrol Officer	\$25,824 12.41568	\$28,485 13.69433	\$31,140 14.97140	\$33,800 16.25018	\$36,462 17.52943	\$39,115 18.80560
Detective	\$39,884 19.17525	\$41,553 19.97747				

1995 - 1996 COMPENSATION PLAN FOR POLICE OFFICERS

The parties agree that sixty (60) days prior to July 1, 1995 the parties will enter into negotiations to negotiate 1995 wages and health care which will be effective July 1, 1995.

APPENDIX C
WAGE RATES

1995 - 1996 COMPENSATION PLAN FOR POLICE OFFICERS

EFFECTIVE AUGUST 6, 1995

Class Title	Start A	1 Year B	2 Years C	3 Years D	4 Years E	5 Years F
Patrol Officer PO8a	26,599 12.78815	29,339 14.10515	32,075 15.42054	34,814 16.73768	37,555 18.05531	40,289 19.36976
Detective PO8d	41,081 19.75050	42,800 20.57679				



CITY OF MIDLAND, 333 W. ELLSWORTH, BOX 1647, 48641-1647

July 23, 1996

Karl S. Tomion, City Manager
City Hall
333 West Ellsworth Street
Midland, MI 48640

Marc Purtell, President
Midland Police Officer's Association
2727 Rodd Street
Midland, MI 48640

SUBJECT: NEGOTIATED CHANGES IN 1993 -1996 CONTRACT

Pursuant to the ratification of the negotiated changes in the 1993 - 1996 contract between the City and the POAM, please allow this letter of understanding to serve as the official document between the two parties:

HEALTH CARE

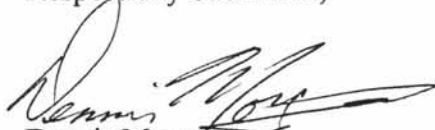
Effective the first pay after July 1, 1995, member employees will contribute \$5 per pay, through payroll deduction, to the City of Midland Post-Retirement Health Care Trust to pre-fund retiree health care.


WAGES

Effective from August 6, 1995, member employees will receive a 3.0% wage increase on base wage rates.


Respectfully Submitted,


For the POAM, Midland,

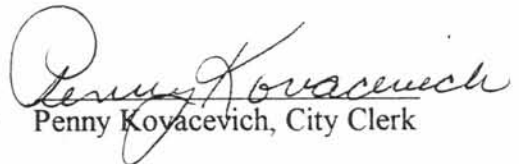

Dennis Morgan
Director of Human Resources


Marc Purtell, President

For the City of Midland,


Karl Tomion, City Manager


R. Drummond Black, Mayor


Penny Kovacevich, City Clerk

POAM95.CON

