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10/1/97

COPY

**AGREEMENT**

**BETWEEN**

**THE CITY OF NILES**

**AND THE**

**POLICE OFFICERS LABOR COUNCIL  
NILES CITY POLICE DEPARTMENT DIVISION**

*Niles City of*

OCTOBER 1, 1994 - OCTOBER 1, 1997

1-10-02

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# POLICE DEPARTMENT LABOR CONTRACT

## 1. AGREEMENT

**THIS AGREEMENT** is entered into to be effective the first day of October, 1994, between the City of Niles, hereinafter collectively referred to as the "City or Employer", and the Police Officers Labor Council, Niles City Police Department Division, hereinafter referred to as the "Union".

**WHEREAS** it is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth the full agreement between the parties concerning rates of pay, salaries, benefits, hours of employment and other conditions of employment.

## 2. RECOGNITION

### 2.1 RECOGNITION OF UNION

The City hereby recognizes the Union as the exclusive bargaining representative for all full-time sworn and certified police officers and clerk dispatchers, <sup>CAPTAIN</sup> employed by the City of Niles Police Department, but excluding the Police Chief, Inspector, secretaries, record clerks, part-time employees, temporary employees and all other administrative and clerical employees and all other employees of the City of Niles for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

### 2.2 SECURITY

As a condition of continued employment, all employees in the Bargaining Unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which shall accurately represent the amount for the employees due the Union as their share of costs attributable to negotiating and administering the terms of this Agreement, which sum shall not include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for Union activities. "Good Standing" as referred to in this Section, shall be interpreted only as the tender of the regular monthly dues. The requirements set forth above shall become effective thirty (30) days after the effective date of this agreement or thirty (30) days after an employee's date of employment, whichever is later.



### 2.3 ANTI-DISCRIMINATION

The Employer and the Union agree that neither will unlawfully discriminate against any employee because of his race, creed, sex, color, age, national origin, or participation or non-participation in the Union. Any claim of discrimination by an employee against the City, its officials or representatives, shall not be grievable or arbitrable under the provisions of Section 6, Grievance Procedure, if it is made subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

### 2.4 UNION BUSINESS

The Union agrees that there will be no Union business of any nature (such as by way of example, but not by way of limitation, personal notification of membership meetings, campaigning for Union office, etc.) conducted on City time.

## 3. DUES

### 3.1 CHECK OFF OF DUES

During the life of this Agreement, the City shall honor a voluntary signed, written authorization in the form set out in Section 3.2 from each employee who is or becomes a member of the Bargaining Unit, including, but not limited to, the fair share representation fee required to be paid by all members in the Bargaining Unit, pursuant to Section 2.2, authorizing the City to deduct each calendar month from his earnings, such membership dues and initiation fees uniformly established and levied in accordance with the Constitution and By-Laws of the Union and to send the same together with a record of those from whom deductions have been made and the amount, to the designated financial officer of the Union not later than the 15th day of each calendar month in which such deductions are made.

### 3.2 CHECK OFF DUES FORM

To the City of Niles, Michigan:

Date: \_\_\_\_\_

I hereby assign to the Union, my monthly dues, in the amount of \$ \_\_\_\_\_ in the Union. I hereby authorize and direct you to deduct the first month's dues from the first full paycheck issued in payment of the period immediately following submission of my authorization to make the aforesaid deductions. I authorize and direct you to deduct the following month's dues from my first paycheck each month thereafter. All such deductions are to be remitted to the Union. This assignment authorization and direction

shall be irrevocable until termination of the present Agreement between the City and the Union.

(Signature follows)

### **3.3 CESSATION OF DEDUCTIONS**

If an employee is transferred out of the Bargaining unit, discharged, laid off, on leave of absence, or quits, deductions shall cease.

### **3.4 ILLEGAL PROVISIONS**

It is agreed that in the event this Article or any part thereof is declared illegal and claims are presented for reimbursement of monies illegally deducted and forwarded to the Union, the Union will assume full responsibility for reimbursement of such monies to the employee.

### **3.5 CHANGES IN DEDUCTIONS**

The Union shall notify the City in writing of the amount of such dues and any changes that may occur.

### **3.6 LIST OF DUES PAYING MEMBERS**

A list of the names of the Union's members from whom dues have been deducted shall be furnished to the Union at the time the dues are remitted to the Union.

### **3.7 SAVE HARMLESS**

The Union agrees to indemnify and save the City harmless against any and all claims, suits, costs and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the City's compliance with the provisions of this Article or Article 2 of this Agreement.

## **4. MANAGEMENT RIGHTS**

### **4.1 RIGHTS OF MANAGEMENT**

The City possesses all powers, privileges, and authority over all matters relating to the City, the City's business, the employees and the employment relationship, except to the extent that they are specifically relinquished or modified by express provisions of this Agreement. By way of illustration but not by way of limitation, some of these rights are set forth below:

#### **4.1.1 CONTROL OF WORK FORCE**

The Employer has the complete and sole right to supervise, direct, and control the work force, including the right to hire, assign work, determine levels of satisfactory work performance, classify, transfer, promote, lay off, and recall the work force; also the right to suspend, demote, discipline, terminate, or discharge for just cause.

#### **4.1.2. SIZE AND COMPOSITION OF WORK FORCE**

The Employer has the complete and sole right to determine the size and composition of the work force; the organization of management, and the sources of services and supplies; satisfactory levels of performance, qualifications of employees and the establishment, change, combination, or abolishment, of job classifications and the content of job classifications; and the determination and implementation of rules, policies and practices to be followed by each employee.

#### **4.2 GRIEVANCES**

It is understood that should the Union feel that any action of the City expressly (not implied) violates any specific provision of this Agreement, it may file a grievance protesting such action.

#### **4.3 SELECTION OF SUPERVISORY EMPLOYEES**

The selection of supervisory employees is the sole responsibility of the Employer subject to the provisions of Section 7.10. The assignment of supervisory employees is the sole responsibility of the Chief and shall not be the subject of a grievance.

### **5. REPRESENTATION**

#### **5.1 COMMITTEE MEMBERSHIP**

The City will recognize a committee of four (4) members, one of whom shall be the president, and all four (4) shall be members of the Union. A Union representative will be recognized at any step of the grievance procedure for representation purposes and at special meetings scheduled by the Employer. Committee members shall be elected in any manner determined by the Union. For representation purposes, the Union shall furnish the Employer in writing the names of its representatives and notify the Employer in writing of any changes.

## **5.2 SPECIAL CONFERENCES**

The Union president, or in his absence his designated representative, may request a special conference with the chief to discuss matters of mutual interest other than grievances. Such meetings will be scheduled as soon thereafter as is practicable, but no more often than once per month unless otherwise approved.

## **5.3 COMMITTEE COMPENSATION**

Members of the committee shall be paid by the City at their regular straight time pay for all time lost from work because of attendance at authorized grievance meetings and special conferences with representatives of the City and for time necessarily lost from work while on investigation of grievances in accordance with provisions of this Article and Section 6, Grievance Procedure.

## **5.4 EMPLOYEE REPRESENTATION**

At any meeting with the Chief that is for the purpose of issuing a written warning, suspension or discharge, the affected employee shall, if he so requests, have Union representation.

## **5.5 UNION REPRESENTATIVES**

When a Union representative is required to leave his assignment in order to carry out his representation duties or to attend a meeting with the Employer and/or the Chief, he shall request permission from his commanding officer in advance and will notify him when leaving and immediately upon his return. A Union representative will be released upon request as soon as his commanding officer has obtained a replacement if one is required.

## **5.6 REPRESENTATION LIMITATIONS**

Union representatives for whom certain functions of representation are called out under this Agreement, are expected to perform their assigned work at all times except when performing such functions. When and if such representation time spent is considered by the Employer to be excessive and constitutes an abuse of the privilege provided for on department time, the Employer shall notify the Union in writing of contemplated corrective action.

# **6. GRIEVANCE**

## **6.1 DEFINITION OF GRIEVANCE**

In order to provide a method for resolution of grievances, defined as "all questions of interpretation, application or asserted violation of expressed (not implied) provisions of this Agreement", the parties agree to the following grievance procedure which shall be the exclusive

method established for the settlement of grievances arising under this Agreement. All settlements under this procedure, whether because of a failure to initiate the grievance within the time limits specified herein; agreement between the Employer or its designated representative and the Union; failure of the Union to appeal a grievance within the specified time limits to arbitration; the Union's withdrawal of a grievance at any stage of the proceedings, or by an arbitrator's decision, shall be final and binding on the Employer, the Union and the employees.

## **6.2 TIME LIMITS**

All grievances, except those involving discharges or disciplinary layoffs must be filed within the ten (10) working days immediately following the date on which the circumstances giving rise to the complaint occurred. Grievances involving discharges or disciplinary layoffs must be filed within five (5) working days immediately following the date on which the employee received actual notice of the discharge or disciplinary layoff. Grievances involving discharges or disciplinary layoffs must be initially filed at Step 2 of the grievance procedure.

### **6.2.1 WHEN GRIEVANCE INVOLVES A GROUP OF EMPLOYEES**

When a grievance involves a group of employees, it shall be valid when signed by not more than two (2) employees of the Union, and a member of the Bargaining Committee.

### **6.2.2 GRIEVANCE WITHIN TIME LIMITS**

In the event the grievance is not appealed to the next step by the Union within the time limits specified, the grievance shall be settled in the basis of the last answer of the City. In the event the grievance is not answered by the City by the time limits specified, the grievance shall be automatically appealed to the next step of the grievance procedure. The parties may, by mutual agreement, extend the time limits at any step of the grievance procedure.

## **6.3 GRIEVANCE FORM**

All basic facts and claims concerning a grievance shall be submitted at the time the grievance is presented in writing on the form provided by the Union. This shall include a statement concerning the section or sections of the agreement which are claimed to have been violated, a complete description of the alleged violation and facts on which it is based, and the remedies sought by the grievant. Supplemental information clarifying or substantiating facts and claims may be introduced at any Step prior to the Arbitration Step. Grievance answers by the City and appeals by the Union to the next step shall include a general statement of the reason(s) for the answer or the appeal.

## **6.4 INDIVIDUAL RIGHTS**

No Employee covered by the terms of this Agreement shall have any individual right to process a grievance beyond Step 1 of the Grievance Procedure and shall have no substantive right or rights with respect to the outcome of the grievance.

## **6.5 STEP 1 GRIEVANCE**

In order to be valid, a grievance when initiated in writing must be signed by both employee and his Union representative. Within the three (3) working days following receipt of the written grievance, the Chief or his designated representative, will meet with the Union representative to discuss the grievance. Within the five (5) working days immediately following the date on which such meeting is held, the Chief or his designated representative, will issue his written answer to the grievance. If the Union does not accept such written answer, it may appeal the grievance in writing to Step 2 within the five (5) working days immediately following the date on which the written answer was received by a Union representative.

## **6.6 STEP 2 GRIEVANCE**

At a mutually agreeable time, but no later than twenty (20) days following the receipt by the Chief or his designee of the appeal from the Step 1 answer, the City Administrator, or his designated representative, will meet with the Union representatives, not to exceed two bargaining unit representatives and a representative of the Union who may on occasion request the Union's legal council to be present, to discuss any grievance which has been appealed to Step 2 of the procedure. Within the ten (10) working days immediately following the date on which the Step 2 meeting is held, the City Administrator will issue his written decision on the grievance. If not appealed to arbitration within the ten (10) working days immediately following the date on which the issuance of the Step 2 decision was date stamped and given to the Union, the grievance will be considered settled on the basis of that answer.

## **6.7 ARBITRATION**

If the grievance is appealed to arbitration as provided in Section 6.6, the Union and the City by mutual agreement shall select an impartial arbitrator and a mutually satisfactory time and place shall be arranged for a hearing of the case. If the parties are unable to agree upon an arbitrator within a reasonable period of time, either may request the Federal Mediation and Conciliation Service to assist with the selection of an arbitrator according to its rules and regulations. The parties shall in good faith attempt to agree upon a joint stipulation of the issue involved. The arbitrator shall render a decision, in writing, to both parties as promptly as possible after the close of the hearing. There shall be no appeal from the arbitrator's decision which shall be final and binding upon the City, the Union, and the employees. The cost of the arbitrator's services and expenses shall be shared equally by the Union and the City. The cost of any stenographic record made and any transcript thereof shall be paid by the party requesting the same.

### **6.7.1 ARBITRATOR AUTHORITY**

The function of the arbitrator shall be limited to determine controversies involving the interpretation, application or alleged violation of this Agreement, and he shall have no jurisdiction or power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement, or change the existing salary structure, or to establish new jobs or change existing job content, or to decide on any matter relating to interpretation of the terms of the Insurance and Pension programs. The arbitrator shall have no authority to award retroactivity of any grievance settlement earlier than the date on which the grievance was filed.

### **6.8 BACK PAY**

In any case involving a claim for back wages, the arbitration award will not exceed the amount of wages the employee would otherwise have earned from his employment with the City less the following adjustments:

#### **6.8.1 UNEMPLOYMENT COMPENSATION**

Any Unemployment Compensation which the employee is not obligated to repay or which he is obligated to repay but has not repaid nor authorized the City to repay on his behalf.

#### **6.8.2 WAGES EARNED FROM OUTSIDE EMPLOYMENT**

Wages earned from outside employment shall be deducted from back wages awarded by an arbitrator, but only to the extent that they exceed the level of earnings that existed prior to the disciplinary action.

### **6.9 NO STRIKE - NO LOCKOUT CLAUSE**

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sympathy strike, concerted use of paid leave time, or other restriction of work or interference with the operations of the City of any kind for any reason. The Union agrees that it and its officers will take prompt affirmative action reasonably designed to prevent or stop any such prescribed activity by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Section, and such action shall not be subject to the grievance procedure provision of this Agreement, except that the grievance procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct. The City agrees that, during the life of this Agreement, there shall be no lockouts.

## **6.10 WORK DAYS DEFINED**

Whenever used in this Article, "work days" shall mean Monday through Friday, excluding holidays celebrated under this Agreement.

## **7. SENIORITY**

### **7.1 DEFINITION OF SENIORITY**

Seniority for the purposes of this Agreement shall be defined as follows:

#### **7.1.1 CITY SENIORITY DEFINED**

City seniority shall be defined as the length of continuous service as a regular employee of the City since the employee's last hiring date, regardless of the department where initially hired.

#### **7.1.2 DEPARTMENTAL SENIORITY DEFINED**

Departmental seniority shall be defined as the length of continuous service since an employee's last hiring date or appointment date as a regular full-time employee of the Police Department.

#### **7.1.3 CLASSIFICATION SENIORITY DEFINED**

Classification seniority shall be defined as the length of continuous service since a regular full-time employee was permanently assigned to a classification and shall continue during any length of continuous service in a higher classification, such as a patrol officer lieutenant. Sworn police officers who have never occupied the dispatcher classification shall have classification seniority in the dispatcher classification equal to their seniority as a sworn police officer.

### **7.2 LEAVE OF ABSENCE**

Employees on authorized leaves of absence and vacations shall continue to accumulate seniority.

### **7.3 LAYOFF**

Employees on layoff shall continue to accumulate seniority up to an amount equal to their seniority at the time of the layoff.



#### **7.4 MORE THAN 1 EMPLOYEE IN SAME CLASSIFICATION**

In the event two (2) employees first report for duty in the same classification on the same day, the officer having the highest ranking on the eligibility list shall have the longer seniority.

#### **7.5 PROBATIONARY PERIOD - NEWLY HIRED EMPLOYEES**

Employees who have been newly hired to a position within the Bargaining Unit will remain probationary employees within the Bargaining Unit until they have been on active payroll for 365 calendar days of continuous, full-time employment, the purpose being to provide an opportunity for the City to determine whether the new employee has the ability and other necessary attributes to qualify that employee as a regular police officer. The termination of a probationary employee may not be used as the basis of a grievance.

##### **7.5.1 SENIORITY/REPRESENTATION OF NEW EMPLOYEE**

During such probationary period the newly hired employee shall have no seniority however, upon satisfactorily completing the probationary period, the employee shall be placed on the classification seniority list as of his last date of hire or appointment to a position within the Bargaining Unit whichever is the later date. The Union shall represent probationary employees in respect to salaries, hours, and working conditions only.

#### **7.6 PROBATIONARY PERIOD - NEWLY PROMOTED EMPLOYEES**

Employees who have been promoted to a new classification within the Bargaining Unit will remain probationary employees within the new classification until they have been on the active payroll for 365 calendar days of continuous, full-time employment in the new classification, the purpose being to provide an opportunity for the City to determine whether the promoted employee has the ability and other necessary attributes to qualify for continued employment in the new classification. The reduction in rank of an employee who is a probationary employee in a new classification may not be used as the basis of a grievance.

##### **7.6.1 SENIORITY/REPRESENTATION NEWLY PROMOTED EMPLOYEE**

During such probationary period the newly promoted employee shall have no seniority in the new classification; however, upon satisfactorily completing the probationary period, the employee shall be placed on the classification seniority list of the new classification as of the date of his latest promotion.

#### **7.7 SENIORITY LIST**

The seniority dates of all seniority (non-probationary) employees within the Bargaining Unit on the effective date of this Agreement has been agreed upon by the parties as shown on the

seniority list dated October 1, 1986, signed by the parties. Such seniority dates will remain unchanged except as they may be affected by the terms of this or any other subsequent Agreement. The Chief will maintain a current seniority list and will, upon demand, but not more often than once a year, provide a copy of such list to the Union.

## **7.8 USE OF SENIORITY**

The use of seniority on the part of any employee for any purpose set out in this Agreement will be contingent upon the employee's being capable of performing the work required. "Capable of performing" as the term is used in this Agreement shall mean "That an employee must be able to satisfactorily perform all requirements of the job without instruction immediately upon assignment thereto".

## **7.9 LOSS OF SENIORITY**

An employee shall lose all his seniority, shall be removed from the seniority list, and shall cease to be an employee if:

### **7.9.1 QUILTS**

He quits or retires.

### **7.9.2 DISCHARGE**

He is discharged for just cause.

### **7.9.3 RECALL FROM LAY-OFF**

When recalled from layoff in accordance with this Agreement, he fails to do either of the following:

- (a) Notify the Chief within ten (10) calendar days after receipt of notification of recall that he will report back to work, or
- (b) Return to work within forty-eight (48) hours after receipt of notification of recall or on the day he said he would return (which day must not be later than ten (10) calendar days after receipt of notification of recall), whichever is later. Exceptions to the former may be made in proper cases.

### **7.9.4 LAID OFF**

He is laid off for a period of time exceeding his departmental seniority at time of lay-off.

### **7.9.5 ABSENT WITHOUT REPORTING**

He is absent for three (3) consecutive work days without reporting such absences.

### **7.9.6 LEAVE OF ABSENCE**

He overstays any leave of absence granted by the Chief and/or the City.

### **7.9.7 OTHER EMPLOYMENT**

Working at other employment while on sick leave without prior written permission from the Chief.

## **7.10 JOB POSTING**

The Employer agrees to continue its current policy of posting openings in each classification. Personnel interested in applying for the opening must submit to the Chief in writing their desire to be considered. Applicants will be judged on an equal and equitable basis with their oral interview, past performance, known ability, and personnel file constituting fifty percent (50%) of the final score and the written test results constituting fifty percent (50%) of the final score. If two or more capable applicants are judged equal in the above, then classification seniority will be the determining factor. The Employer's decision will be final, provided that the eligibility standards and test weight requirement outlined above are followed. Promoted employees shall be in a probationary status for a period of one (1) year during which time they may be returned to their former classification if, in the Chief's judgement, they are unable to satisfactorily perform all of the requirements of the new position.

### **7.10.1 PROMOTION ELIGIBILITY**

To be eligible for the lieutenant's promotional examination, an employee must have eighteen months of classification seniority as a sworn and certified police officer in the bargaining unit.

## **7.11 LAYOFF**

It is agreed that when the City Administrator decreases the number of employees in a classification they shall be displaced on the basis of classification seniority provided the remaining employees are capable of performing the available work. An employee who is displaced from his classification shall have one working day to elect to take a voluntary layoff or to bump the person with the least amount of classification seniority in the next lower classification, provided always that they are capable of performing the available work. Sworn and certified officers who have sufficient classification seniority in the clerk dispatcher classification may, but shall not be required to, bump into the clerk dispatcher classification. If the sworn and certified officer elects to bump the clerk dispatcher, he shall be paid the

maximum clerk dispatcher wage and be placed in the Niles Retirement Plan A for the period of the assignment. Sworn and certified officers who bump a clerk dispatcher shall continue to accrue seniority in the classification from which they were displaced, but shall be responsible for maintaining their status as a sworn and certified police officer under the Michigan Law Enforcement Officers Training Council Act in order to be eligible for recall to a sworn and certified classification. Any employee who elects to take a voluntary layoff shall only have recall rights to the classification occupied at the time of electing the layoff.

## **7.12 RECALL**

Recall shall be by classification in reverse order to layoff provided that the City may recall, without regard to their seniority, certain employees who are needed because of their skill or qualifications.

### **7.12.1 PHYSICAL EXAMINATION**

A recalled employee may be required to submit to an examination by a physician selected and paid by the City and be certified physically and/or mentally fit to perform his regular duties when recalled.

### **7.12.2 NOTIFICATION OF RECALL**

An employee will have been properly recalled to work when the notification of such recall has been given in person to the employee, or when notification is sent either by certified mail, telegraph, or by other reliable means to the employee's last address on record with the City.

### **7.12.3 EMPLOYEE'S LAST ADDRESS**

In all cases covered by this, or other Articles of this Agreement in which notification is required, the City shall be entitled to rely upon an employee's last address and phone number shown upon its records and the rights of the employee involved shall not be preserved because of his failure to receive such a notice, if such failure is due to his not having notified the Employer in writing of his correct address or phone number.

## **7.13 RECALLED EMPLOYEE BENEFITS**

Upon recall from lay off an employee is eligible for all benefits enumerated in this Agreement. Coverage for the health and life insurance shall become effective the next business (work) day following the completion of all necessary forms and applications. If the employee had completed the forms prior to returning to work, the coverage shall be effective the day of return so long as the minimum waiting period is met.

## **8. HOURS, PREMIUM PAY AND HOLIDAYS**

### **8.1 HOURS**

For purposes of computing overtime pay (and not as a guarantee of or a limitation on hours of work) the normal work schedule will be as follows:

#### **8.1.1 SWORN & CERTIFIED POLICE OFFICERS**

For all employees except clerk dispatchers, the normal work schedule will be 40 hours a week, 8 hours per day (including 30 minutes lunch break), and 5 days per week.

#### **8.1.2 CLERK DISPATCHERS**

For clerk dispatchers, the normal work schedule will be 40 hours per week, 8 hours per day (including 30 minute lunch break provided that it is taken within the police building), and 5 days per week.

#### **8.1.3 DAYS DEFINED**

A day shall be a 24 hour period beginning with the starting time of the established shift of the employee concerned.

#### **8.1.4 TARDINESS**

Employees will be at their assigned areas, ready for work at the specified time. Tardiness may be a cause for disciplinary action.

### **8.2 OVERTIME PAY**

Time and one-half shall be paid for all hours worked over eight (8) in any one (1) day and over forty (40) hours in any one (1) week. In no instance shall the same hour(s) be taken into account more than once in computations of overtime pay.

### **8.3 TRADE TIME**

Overtime premium will not be paid to employees who trade working hours resulting in more than eight (8) hours work in a twenty-four (24) hour period or forty (40) hours in a work week. Trading of shift or duty hours will be subject to the approval of the Chief.

## 8.4 HOLIDAYS DEFINED

The following eleven (11) days are recognized as paid holidays:

New Year's Day	Washington's Birthday
St. Patrick's Day	(February 22)
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Holiday pay shall be computed as eight (8) times an eligible employee's straight time hourly rate. In lieu of being paid the eight (8) hours of holiday pay, an employee may elect, in accordance with procedures established by the Chief, to have the eight (8) hours placed in a time off bank. The bank shall be charged at the rate of eight (8) hours per day when the hours are used. Such election must be made by giving notice to the Chief during the week preceding the day the holiday is celebrated. Time off granted from this bank will be at the convenience of the City.

## 8.5 PAY FOR WORK ON A HOLIDAY

An employee who works on a holiday shall be compensated at time and one-half for the hours of work performed in addition to their regular pay.

### 8.5.1 HOLIDAY QUALIFICATION

To be eligible for holiday pay an employee shall have worked his last regularly scheduled work day before and his next regularly scheduled work day after the holiday. If an employee is scheduled to work on the holiday itself this section would also apply. An employee who's absent on any of those scheduled work days because of the items listed below will be deemed to have met the requirements of working the day involved.

- (a) A death in the immediate family as defined in Section 18, Funeral Leave;
- (b) An injury covered by the Worker's Disability Compensation Act, provided the employee is then receiving supplemental compensation from the City;
- (c) An illness or accident, as verified by a physician's certificate, provided that the employee is receiving paid sick leave benefits;
- (d) A leave of absence having commenced within two (2) weeks of the day celebrated as a holiday; or
- (e) A vacation.

## **8.6 OVERTIME WORK**

The Chief, or his designee, will determine if and when it may be necessary to schedule overtime or holiday work. Such work shall be offered as equitably as possible among employees who normally perform the work required. Assignment of overtime will be made on a rotating basis when applicable. An employee who in fact fails to accept overtime work will be placed at the bottom of the overtime list.

### **8.6.1 TIME PERIOD FOR SCHEDULED WORK**

No employee shall be required to work, including duty and school times, over twelve (12) hours at one time and shall not return to work with less than an eight (8) hour break, except when it is the Chief's decision that emergency conditions exist.

## **8.7 TRAINING TIME**

Time spent attending schools and police training will be paid as straight time if job related and authorized. Both parties recognize the desirability of continued in service training and schooling. The Employer will earnestly endeavor to continue to send officers to school and other training sessions with the result that over a period of time all employees will have received training in the areas they have indicated an interest in. It is recognized and agreed that special abilities in certain officers may necessitate assignments to specific training.

## **8.8 CALL IN**

Minimum guaranteed overtime when an employee is called in for a new assignment shall be four (4) hours of work. In lieu thereof, an employee may elect to accept payment at time and one-half his regular hourly rate for two (2) hours or the time actually worked, whichever is greater. The guaranteed minimum shall not apply to an early call for a continuous shift. In situations where an employee is called in or stays over to complete work initiated by or assigned him, he will be paid overtime only for the actual time worked.

### **8.8.1 ON CALL**

Employees being placed on "On call" status that are told to remain at their premises prepared to report to work by the Chief will be paid straight time for the period that they are "On Call" status.

## **8.9 SHIFT SELECTION**

Reference to shifts shall mean "as shifts are established by the Chief". Shift selection shall be on the basis of classification seniority as provided below:

### **8.9.1 HIGHEST SENIORITY FIRST CHOICE**

The Employer agrees to do everything possible consistent with efficient operation to give those employees with longer classification seniority the preference of working their choices of shifts provided he is capable of performing the job requirements on the shift he desires.

### **8.9.2 CHIEF HAS FINAL DETERMINATION**

Notwithstanding Section 8.9.1 above, in those instances that the Chief determines that certain employees because of their particular skills and qualifications are needed on a particular shift (and therefore denies an employee's shift request or assigns an employee to a particular shift) such action shall not constitute the basis of a grievance under this Agreement.

### **8.9.3 SENIORITY EXERCISED YEARLY**

Any employee exercising his classification seniority for shift preference shall not be eligible to exercise his seniority again for a minimum of one (1) year.

## **8.10 COURT APPEARANCE**

Notwithstanding any other provisions of this Agreement to the contrary, when as a result of his duties as an employee of the Police Department, an employee is required to appear in Court or before an administrative agency, during off-duty hours, the employee shall be paid for all time necessarily spent in Court or before the administrative agency including lunch breaks incident thereto, at one and one-half (1-1/2) times his regular hourly rate of pay. The minimum pay for such appearances within the Niles City limits shall be two (2) hours at the employee's hourly rate of pay and three (3) hours at the employee's regular rate of pay if the appearance is outside of the Niles City limits. All subpoenas and witness fees shall be assigned to the City and mileage fee shall be assigned to the City if the employee uses a vehicle provided by the City. Such minimum payments shall not apply if the appearance occurs immediately before or immediately after the employee's duty hours.

### **8.10.1 PRIOR NOTICE**

In order to receive compensation as provided for in Section 8.10 immediately above, an employee must give the Chief prior notice that he has been subpoenaed and must furnish evidence satisfactorily to the Chief that he appeared at such time(s) for which he claims compensation.

## **8.11 JURY DUTY**

During the period when an employee is performing required jury duty, during the time he would otherwise be regularly scheduled to work, the Employer will pay the difference between his fees for jury duty and pay at his straight time rate for the hours he would have worked on his regularly scheduled shift during this period of jury duty, provided the employee gives the Chief



prompt notice of his call to jury duty. This provision shall not apply to an employee who volunteers for jury duty. Employees released from Jury Duty, on any given day, prior to the time their normal schedule shift ends must immediately return to work.

## **9. SICK LEAVE**

### **9.1 SICK LEAVE ACCRUAL**

One (1) work week of sick leave is accumulated after the first three (3) months of City seniority and additional two (2) weeks are accumulated after the first full year of City seniority. Thereafter, three (3) work weeks of sick leave are accumulated after each full year of City seniority, cumulative to twenty-nine (29) work weeks.

### **9.2 PAYMENT UPON NORMAL RETIREMENT**

An employee leaving the service of the City through normal retirement shall be paid for unused sick leave which the employee had accumulated after July 31, 1975, at the time of his retirement up to a maximum accumulated credit of twenty-nine (29) weeks at the rate of one-half (1/2) day for each unused accumulated sick leave day. Such payment shall be at the employee's regular straight time hourly rate in effect on the date of retirement. Such lump sum payment shall not be used in determining the employee's annual wage for the purpose of computing pension benefits.

### **9.3 PAYMENT UPON DEATH**

Upon the death of an employee, his spouse, or if there is no spouse, then the deceased employee's estate, shall be paid in one lump sum for unused sick leave accumulated after July 31, 1975, which the employee had at the time of his death up to a maximum accumulated credit of twenty-nine (29) weeks at the rate of one-half (1/2) day for each unused accumulated sick leave day. Such payment shall be at the employee's regular straight time hourly rate at the time of death. Such lump sum payment shall not be used in determining the employee's annual wage for purposes of computing benefits for the employee's survivors.

### **9.4 USE OF PAID SICK LEAVE**

An employee shall have deducted from unused sick leave accumulated prior to July 31, 1975, current sick leave time until his bank of unused sick leave days accumulated before July 31, 1975, has become depleted. At that point all sick leave time will be deducted from his bank of sick leave days that may have been accumulated since July 31, 1975.

#### **9.4.1 VERIFICATION OF ILLNESS**

A notice from a medical doctor verifying the illness and the need to be excused from work for the days absent shall be presented prior to returning to duty by each employee who is sick for three (3) or more consecutive work days or who is notified in advance of commencing sick leave that such a slip is required because there is reason to believe that the sick leave benefit is being misused. The requirement for such notice may be waived by the Chief in appropriate circumstances.

#### **9.4.2 ILLNESS ON VACATION**

If an employee becomes ill and is hospitalized during his vacation, his remaining vacation will be rescheduled and the length of time of his hospitalization and recuperation charged against his sick leave, if so requested.

#### **9.4.3 UNUSED SICK DAYS**

For each unused sick day for the current year to a maximum of fifteen days the employee will be paid \$10 per unused day, each employee anniversary date pay date. Each subsequent year of the contract the same payment shall be granted. In addition, if the employee has not used any of his sick leave during the preceding year as well as none in the current year, then he shall be paid again for the preceding year for a maximum payment of \$300.00. The payment for sick leave shall not be in lieu of use for that day as sick leave at some future date.

### **10. LEAVE OF ABSENCE**

#### **10.1 MILITARY LEAVE**

Military leave will be granted in accordance with the State and Federal Law. An eligible employee shall receive the difference between military pay and straight time for all time lost from work when required to perform reserve or national guard duty on submission of his military pay voucher.

#### **10.2 MEDICAL LEAVE**

An injured or sick employee whose accumulated sick leave has expired shall be carried on leave of absence for a period equal to his length of City seniority, but not exceeding two years including his sick leave. Before an employee can return to work under the terms of this Section, he may be requested by the City to submit to a physical examination by a competent medical doctor selected and paid by the City and be certified by the examining physician as being physically and mentally able to return to active duty.

### **10.3 PERSONAL LEAVE**

Personal leave requests shall be referred to the City Administrator for his consideration.

## **11. ACCIDENT CASES RECEIVING WORKER'S COMPENSATION**

### **11.1 TERMS OF PAYMENT**

All employees receiving Worker's Compensation insurance for injuries sustained in the course of regular employment will be given the difference between such compensation and regular pay for a period not to exceed six (6) months. Death shall terminate this clause. In order to be eligible for full "on the job" injury pay, employees must turn their worker's compensation check into the Finance Department immediately upon receipt.

### **11.2 INJURY PAY FORM**

In order to be eligible for "on the job" injury pay, an employee must fill out and sign an "Application For Injury Pay" form.

### **11.3 REPORTING INJURIES**

Employees shall report "on the job" injuries immediately to the Chief or his designee and have an accident report card made out, even if the injury appears to be minor. Failure to do so may jeopardize the collection of insurance benefits and sick or injury pay. The Chief or his designee shall be notified immediately if it is necessary to go to a doctor or the hospital.

## **12. MISCELLANEOUS**

### **12.1 PHYSICAL**

The City may require a medical or psychological examination for any employee by an examiner duly licensed by any governmental entity selected and paid for by the City at such time as the City shall deem necessary for the safety and welfare of the residents of the City and the employee involved. If the results of the examination would affect the employee's ability to work, then the employee can have a second opinion at his own expense by a examiner duly licensed by any governmental entity of his own choice. If there is a difference of opinion by the first two examiners, the employee may be examined by a examiner duly licensed by any governmental entity mutually agreeable to the City and the employee. The expense of a third examination shall be shared equally by the City and the employee.

## **12.2 FUNERAL ATTENDANCE**

An employee's attendance at funerals except as specified in Section 18.1.1, shall be on a voluntary basis unless placed on duty.

## **12.3 CITIZEN COMPLAINTS**

All employees must have the opportunity to reply to a citizen's written complaint against him before any reprimand or disciplinary action can be initiated by the City or any other party.

## **12.4 SAFE EQUIPMENT**

It is the City's intent to maintain all equipment in safe operating condition. Any equipment defect noted by personnel will be reported to the Commanding Officer on the shift in writing. Repairs will be made as soon as possible.

## **12.5 BULLETIN BOARDS**

A bulletin board and mailbox will be provided by the Employer for the exclusive use of the Police Officers Labor Council. Nothing of a derogatory nature will be posted in the bulletin board.

## **12.6 RESIDENCY**

The following provisions shall reflect the alternatives an employee has regarding his place of residency.

### **12.6.1 EMPLOYEES AS OF 1976**

Any employee who was a full time police officer as of January 12, 1976 shall:

- (a) If he/she resided outside the City prior to that date; be allowed to continue to reside outside the City; or
- (b) If he/she owned property outside of the City prior to that date be allowed to move his residence to that property.

### **12.6.2 EMPLOYEES AFTER 1976**

Any employee may reside within one mile of the City limits or further, based on need as approved by the City Administrator.

### **12.6.3 VIOLATIONS OF RESIDENCY RULE**

Any employee who violates the provisions of Sections 12.6.1 or 12.6.2, shall be subject to disciplinary action.

## **12.7 OUTSIDE EMPLOYMENT**

Outside employment will be permitted provided no employee shall work or engage in outside employment for a period of eight (8) hours before commencing his regular tour of service to the City without consent of the Chief. Outside employment shall not be allowed if it interferes with the employee's work performance or results in any form of a conflict of interest.

## **12.8 HIRING PART-TIME OR TEMPORARY EMPLOYEES**

Responsibility for hiring temporary or part-time employees will remain with the Chief. For the purposes of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for thirty (30) hours or more a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than thirty (30) hours a week. A "temporary employee" is an employee hired for a definite, limited period of time, not to exceed six (6) months. Temporary employees and part-time employees are excluded from the Bargaining unit and are not subject to the requirements, entitled to the benefits, or covered by the provision of this Agreement.

## **12.9 UNIFORMS**

The City shall continue the quartermaster system for the replacement of clothing and equipment. The Chief shall approve all replacements. Items worn out, destroyed in the line of duty, shall be provided by the City budgeting per employee on an annual basis of \$160 for clothing and equipment and \$40 for shoes (may be reimbursable). An employee shall be responsible to replace any equipment or clothing damaged through his negligence. The City agrees to budget \$600 for clothing for the detectives.

## **12.10 UNIFORM CLEANING**

The City shall provide for a contract cleaning service for uniformed personnel with a maximum of three (3) shirts and two (2) trousers per working week effective October 1, 1995. If an employee's uniform shirt or trousers incurs an unusual stain or damage as a result of a work related incident the employee, with the approval of the Chief, may have said shirt or trousers cleaned in addition to the above specified number.

## **12.11 COPY OF AGREEMENT**

The Employer shall provide a copy of this Agreement for the Union members.

## **12.12 POLICY AND PROCEDURES**

The Employer shall have the right to amend, supplement or add to its policies and procedures during the term of this Agreement, provided, however, the Employer shall notify the Union of any such amendments, supplements or additions at least twenty (20) calendar days in advance

of their effective date unless such amendments, supplements or additions require immediate implementation due to an emergency, in which case the twenty (20) calendar day advance notice will not apply. Such policies and procedures shall be reasonable and shall relate to the proper performance of an employee's duties. Should the Union determine that the policy or procedure is unreasonable the recourse shall be through the Grievance Procedure as set forth in this Agreement.

#### **12.13 GENERAL AND SPECIAL ORDER MANUAL**

The Employer shall furnish to each member of the Bargaining Unit a full and complete set of all rules, regulations, policies, procedures, general and special orders in a binder. Employees shall be responsible for maintaining and keeping current at all times the binder and contents or be subject to disciplinary action. Any member of the Bargaining Unit not receiving the rules, regulations, policies, procedures or general/special orders shall not be held accountable for their contents.

#### **12.14 GENDER**

Reference to the male gender shall apply equally to the female gender and vice versa.

#### **12.15 ADDENDUM**

If at any time the City and Union reach an understanding or clarification of the Agreement it shall be added to the Agreement as an "Addendum of Understanding".

#### **12.16 PHYSICAL FITNESS**

All employees hired after September 30, 1986, shall annually as scheduled by the Chief, pass the pre-employment physical skill exam mandated by the Michigan Law Enforcement Officer Training Council. Any employee who fails to pass such test shall be re-tested as scheduled by the Chief not less than 90 nor more than 120 days after the failed test. Failure to pass when re-tested shall subject the employee to disciplinary action, including suspension without pay until the employee is able to pass such test. Any disciplinary action is subject to the grievance procedure.

#### **12.17 RECEIPTS**

All employees sign a receipt acknowledging receipt of any items furnished by the employer, including, but not limited to, a copy of the collective bargaining agreement, rules, regulations, general orders, special orders, material and equipment.

#### **12.18 TEMPORARY SHIFT COMMANDER**

When a Lieutenant is not present to command a shift, the patrol person most senior on duty and having 18 months of service on the Niles Police Department shall be in charge of the shift. Such patrol person, acting in the capacity as shift supervisor, shall be paid at the Lieutenant's base rate for every hour worked in acting supervisor capacity, including overtime, if applicable.

## 12.19 DISPATCHER REPLACEMENT

Whenever a clerk dispatcher is scheduled off duty because of vacation, holidays, all types of approved leave or their regular days off, the City will replace that clerk dispatcher with another clerk dispatcher, if one is available, before using a uniformed officer of the Bargaining Unit.

## 13. WAGES

### 13.1 WAGE RATES

The maximum rate for dispatchers, in effect September 30, 1994, shall be increased by three (3%) percent after said increase that rate shall be increased by fifteen (\$.15) cents per hour (\$312.00) effective October 1, 1994. Effective October 1, 1995, three (3%) percent shall be added to the rate in effect for dispatchers on September 30, 1995, and then increased by fifteen (\$.15) cents per hour (\$312.00). Effective October 1, 1996, three (3%) percent shall be added to the rate in effect for dispatchers on September 30, 1995, and then increased by fifteen (\$.15) cents per hour (\$312.00). The Sergeant classification shall be eliminated, the employees currently holding the Sergeant classification shall become a Lieutenant. The Patrol Officers and the Lieutenant's shall receive a three (3%) percent wage increase effective October 1, 1994, and three (3%) percent effective October 1, 1995, and three (3%) percent effective October 1, 1996.

### 13.2 PAY DAY

The City will continue the present procedure of paying wages every other week. The City will normally make available at 5:00 p.m. Thursday, unless an emergency or problem arises, paychecks for the afternoon and midnight shifts.

### 13.3 WAGE RATES

#### Patrol Officers

	<u>1994/95</u>	<u>1995/96</u>	<u>1996/97</u>
Starting	20,901.64	21,528.69	22,174.55
1 Year	23,157.92	23,852.66	24,568.24
2 Years	25,414.21	26,176.64	26,961.94
3 Years	27,670.48	28,500.59	29,355.61
4 Years	29,926.78	30,824.58	31,749.32
5 Years & Over	32,183.05	33,148.54	34,143.00
Lieutenant	34,763.81	35,806.72	36,880.92
Dispatcher	22,228.41	23,207.26	24,215.48

## 14. VACATIONS

### 14.1 VACATIONS

The amount of vacation in work days shall be earned as of December 31st of each year in accordance with the following schedule:

- (a) During the first year of employment, vacation shall equal one-half (1/2) day for each month of continuous City seniority up to a maximum of five (5) days.
- (b) Two (2) weeks after completing one year of continuous City seniority service, but less than seven.
- (c) Three (3) weeks after seven years of continuous City seniority, but less than ten.
- (d) One (1) additional day of vacation for each year after completing ten years of continuous City seniority with a maximum of five (5) weeks vacation.

### 14.2 ELIGIBILITY FOR FULL VACATION

To eligible for a full vacation, employees, other than those in their first year of employment, must have completed 200 8-hour work days in the previous calendar year (earned vacation and paid sick leave included). Employees not satisfying this requirement will receive vacation on a prorata basis.

### 14.3 VACATION LEAVE WITH PAY

Vacation leave with pay is earned in the calendar year January 1 thru December 31 inclusive prior to the calendar year January 1 thru December 31 inclusive in which the vacation leave with pay is to be taken and shall not accumulate from year to year.

### 14.4 DIVISION OF VACATIONS

Vacations cannot be divided into periods of less than one work week, except for the convenience of the City.

### 14.5 VACATION PAY FOR RETIREMENT

The above qualifications must be met for an employee to be eligible for vacation pay at the time of retirement. Vacation time earned during the calendar year prior to retirement will be prorated and paid.



## **14.6 DEATH**

If an employee who would have been eligible for vacation under this Article dies on or after December 31st before he takes his vacation, the vacation pay to which he would have been entitled will be paid to the person entitled to receive his pay. Vacation time earned during the calendar year prior to death will also be prorated and paid to such person.

## **14.7 SELECTION BY MARCH 1ST**

All employees eligible for vacation shall select their vacation period in order of departmental seniority by March 1, provided however, that no more than one employee in the department from each shift shall be scheduled for vacation at any one time unless prior written approval of the Chief is obtained. Any vacation time requested after March 1st will be based on a first come first serve basis within the Bargaining Unit. Any conflict will be resolved on the basis of departmental seniority.

# **15. INSURANCE**

## **15.1 INSURANCE BENEFITS**

Life Insurance and Accidental Death and Dismemberment Insurance is \$10,000. The employee shall contribute \$10.00 per month toward the cost of his/her group health insurance. If the employee elects to have his/her spouse and/or eligible dependents covered the employee shall contribute \$20.00 per month toward the cost of said coverage. Insurance benefits shall remain as they existed at the time of execution of this Agreement unless modified as follows.

### **15.1.1 DOCTOR VISITS**

Doctor visits in hospital benefits shall be \$35.00.

### **15.1.2 PREGNANCY**

The hospital cost for pregnancy shall be paid on the same basis as an illness or injury requiring hospitalization.

### **15.1.3 DENTAL**

A dental insurance program shall be established and paid by the City. Such program shall have a maximum benefit of \$1,000.00 per year as provided in the policy.

#### **15.1.4 PRESCRIPTION DRUG**

A prescription drug insurance program with a three dollar (\$3.00) deductible shall be established and paid by the City.

#### **15.1.5 CIVIL LIABILITY**

Civil liability insurance shall be maintained as currently in effect.

#### **15.1.6 PRECERTIFICATION**

Require precertification for non-emergency surgery and hospital admissions on any inpatient or outpatient basis and 48 hour call-in period for emergency admissions, with \$100 penalty to begin with at 6/1/95. Change to a 24 hour call-in period for emergency admissions and change penalty to one day's stay for inpatient care, 20% reduction for outpatient care costs beginning 6/1/96.

#### **15.1.7 HOSPITAL AND PHYSICIAN BENEFITS**

Effective June 1, 1995, change the current hospital and physician benefits to be under Major Medical, thereby subject to deductibles and co-pays.

#### **15.1.8 DEDUCTIBLES**

Effective June 1, 1995, increase deductible to \$200 per person, \$600 family with an out-of-pocket maximum of \$750 and \$2,250 respectively (excluding deductibles). Effective June 1, 1996 increase deductible to \$250 per person, \$750 per family with an out-of-pocket maximum of \$1,000 and \$3,000 respectively (excluding deductibles).

### **15.2 MEDICAL LEAVE**

Employees on a medical leave of absence shall continue to have their life and health insurance paid by the City for a period of three (3) months beyond exhaustion of accumulated paid sick leave or termination of supplemental compensation from the City for employees receiving Worker's Disability Compensation benefits. Employees on other leaves of absence lasting longer than two (2) weeks shall reimburse the City in advance for the cost of maintaining the insurance in effect.

### **15.3 RETIREE INSURANCE**

Employees who retire on or after age 55, pursuant to the City's retirement program and receive a retirement benefit from said program, shall have their (single coverage only) health insurance paid until they are eligible for medicare. However, the employee shall contribute the same amount of money towards the monthly premium on said insurance as employees were paying for

single coverage at the time of his/her retirement. If an employee is employed elsewhere and has coverage provided through the other employer said employee shall not be eligible for City paid insurance coverage.

#### **15.4 INSURANCE AT EMPLOYEE'S EXPENSE**

As long as a person is an employee on an unpaid leave, a laid off employee, or retiree (present or future) of the City he/she may purchase regular City insurance to cover himself or his dependent at his/her own expense.

### **16. PENSIONS**

#### **16.1 PENSION BENEFITS FOR SWORN & CERTIFIED OFFICERS**

Pension benefits for sworn and certified patrolman and lieutenants shall remain as established by the City of Niles Ordinance 206, as amended, and identified as City of Niles Retirement Plan B (Police and Fire Department). The City shall not restrict the ability to work past the age of 55. Any employee who retires under Plan B between the age of 50 and 56, shall be paid a \$5,000.00 retirement payment.

- (a) All Patrol Officers and Lieutenants who retire on or after October 1, 1988 shall have the normal retirement benefit multiplier, specified in Plan B at Article V, Section 5.1 (a) of the City pension ordinance, increased from 2% to 2.1%. All Patrol Officers and Lieutenants who retire on or after October 1, 1990 shall have the normal retirement benefit multiplier, specified in Plan B at Article V, Section 5.1 (a) of the city pension ordinance, increased from 2.1% to 2.3%.

#### **16.2 PENSION BENEFITS FOR CLERK DISPATCHERS**

Pension benefits for Clerk dispatchers shall remain as established by the City of Niles Ordinance 205, as amended, and identified as City of Niles Retirement Plan A, (General Employees). The City shall not restrict the ability to work past the age of 55.

### **17. LONGEVITY INCREASES**

#### **17.1 LONGEVITY PAY INCREASE**

Each full-time, sworn and certified patrolman, sergeant, or lieutenant who has completed at least five (5) years of departmental seniority will receive a longevity pay increase on the following basis:

## LONGEVITY PAYMENT TABLE

<u>Years of Seniority</u>	<u>Percentage of Base Salary</u>
5 but less than 10 years	2%
10 but less than 15 years	4%
15 but less than 20 years	6%
20 but less than 25 years	8%
25 years or more	10%

Clerk dispatchers shall not be eligible to receive longevity increases.

### 18. FUNERAL LEAVE

#### 18.1 IMMEDIATE FAMILY

When a death occurs in an employee's immediate family, the employee shall, upon request, be excused for the time necessarily lost from his regularly scheduled work shift for up to three (3) days, one (1) of which shall be the day of the funeral. The other two (2) days to be taken immediately prior to or immediately after the day of the funeral. After making written application therefor, the employee shall receive pay for any hours necessarily lost from his regularly scheduled work, up to eight (8) per day, at his basic hourly rate, provided that he provides satisfactory evidence to the Chief of death, relationship and attendance at the funeral.

##### 18.1.1 IMMEDIATE FAMILY DEFINED

An employee's immediate family shall be considered as current spouse, son, daughter, father, step-father, mother, step-mother, step-children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents and grandchildren.

#### 18.2 ADDITIONAL BEREAVEMENT LEAVE

In the event that a regular employee requests additional bereavement leave, the City Administrator, at his discretion, may extend the leave without pay. Any such extension less than thirty (30) days shall not effect any rights or privileges herein.

### 19. CONTRACT VALIDITY

#### 19.1 CONTRACT VALIDITY

↳ If any provisions of his Agreement is declared invalid by a Court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby. This Agreement is

subject to all applicable Federal and State laws. Any rules and regulations issued pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties.

## **20. DURATION**

### **20.1 ACKNOWLEDGEMENT OF RIGHTS**

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 matter, not removed by law from 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 his Agreement, each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **20.2 DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until October 1, 1997 and from year to year thereafter, unless by written notice given ninety (90) days prior to the first mentioned anniversary date or ninety (90) days prior to the anniversary date in any year thereafter, either party notifies the other of its desire to terminate this Agreement and thereupon, the Agreement shall terminate as of the anniversary date next succeeding the date on which notice is given.

### **20.3 CANCELLATION OF PREVIOUS AGREEMENTS**

This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices, between the Employer and the Union, and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

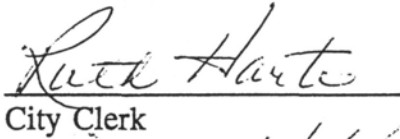
**20.4 ACKNOWLEDGEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

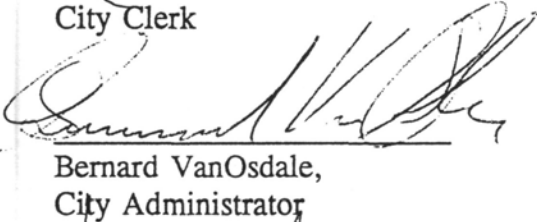
FOR THE:  
CITY OF NILES




\_\_\_\_\_  
Mayor



\_\_\_\_\_  
City Clerk



\_\_\_\_\_  
Bernard VanOsdale,  
City Administrator



\_\_\_\_\_  
Chief of Police

FOR THE:  
POLICE OFFICERS LABOR COUNCIL,  
NILES CITY POLICE DEPARTMENT  
DIVISION

\_\_\_\_\_  
James Quinn, FOP Field Rep.

\_\_\_\_\_  
Union President

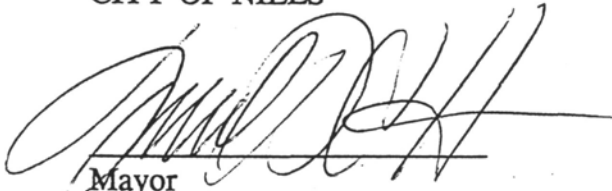
\_\_\_\_\_  
Union Vice President

\_\_\_\_\_  
Union Secretary-Treasurer

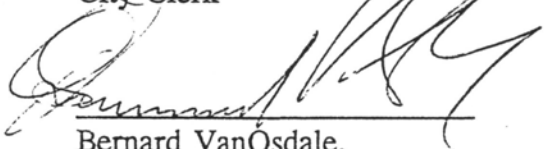
**20.4 ACKNOWLEDGEMENT**

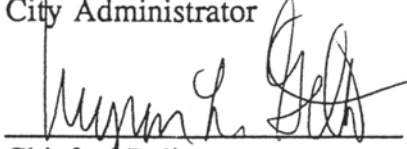
**IN WITNESS WHEREOF**, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 16<sup>th</sup> day of March, 1995.

FOR THE:  
CITY OF NILES

  
\_\_\_\_\_  
Mayor

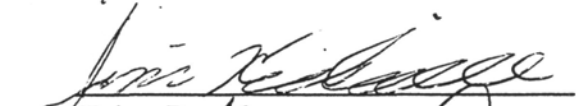
  
\_\_\_\_\_  
City Clerk

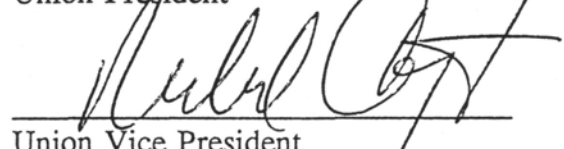
  
\_\_\_\_\_  
Bernard VanOsdale,  
City Administrator

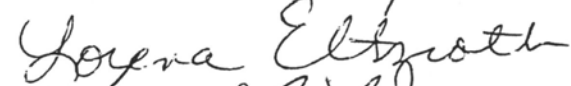
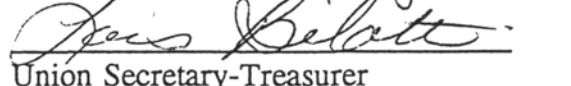
  
\_\_\_\_\_  
Chief of Police

FOR THE:  
POLICE OFFICERS LABOR COUNCIL,  
NILES CITY POLICE DEPARTMENT  
DIVISION

  
\_\_\_\_\_  
James Quinn, FOP Field Rep.

  
\_\_\_\_\_  
Union President

  
\_\_\_\_\_  
Union Vice President

  
  
\_\_\_\_\_  
Union Secretary-Treasurer

