

JULY 1, 1996 - JUNE 30, 1999
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF SOUTHGATE, MICHIGAN
AND
SOUTHGATE COMMAND OFFICERS ASSOCIATION
REPRESENTED BY POLICE OFFICERS LABOR COUNCIL,
(LIEUTENANTS AND SERGEANTS)



July 1, 1996 - June 30, 1999
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF SOUTHGATE, MICHIGAN
AND
SOUTHGATE COMMAND OFFICERS ASSOCIATION
REPRESENTED BY POLICE OFFICERS LABOR COUNCIL
(LIEUTENANTS AND SERGEANTS)

ARTICLE	TITLE	CONTENTS	PAGE
I	PURPOSE		2
II	RECOGNITION		2
III	UNION SECURITY, DUES DEDUCTION, AND LODGE FEES		3
IV	UNION ACTIVITIES		5
V	OTHER AGREEMENTS AND ORGANIZATION		6
VI	SENIORITY		6
VII	HOURS OF EMPLOYMENT		7
VIII	STRIKE PROHIBITION		8
IX	MAINTENANCE OF CONDITIONS		8
X	PHYSICAL EXAMINATIONS		9
XI	SAFETY, HEALTH, WELFARE AND EDUCATION		10
XII	WAGES		15
XIII	VACATIONS		20
XIV	SICK LEAVE		22
XV	INSURANCE		27
XVI	ALLOWANCES		31
XVII	HOLIDAYS		33
XVIII	CALL-IN TIME		34
XIX	COURT TIME		34
XX	GRIEVANCE AND ARBITRATION		34
XXI	GENERAL		37
XXII	RETIREMENT		39
XXIII	JURY DUTY		44
XXIV	DISCIPLINE		45
XXV	EMPLOYEE ACCESS TO PERSONNEL RECORDS		45
XXVI	LATERAL TRANSFERS		46
XXVII	EXTENT OF AGREEMENT		48
XXVIII	TERMINATION		48



July 1, 1996 - June 30, 1999

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT shall be effective for the period of July 1, 1996, through June 30, 1999, between the CITY OF SOUTHGATE, MICHIGAN, a Municipal Corporation, hereinafter called the "City," and POLICE OFFICERS LABOR COUNCIL, hereinafter called the "Union."

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I
PURPOSE

SECTION 1. The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public police service; and to provide an orderly and equitable means of resolving future differences between the parties. It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of the Lieutenants and Sergeants covered by this Agreement, and that all such understandings be written to be mutually binding. The parties agree that the total welfare of the citizens of the City is of paramount importance. The agreements concerning wages, hours and working conditions and statements of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement.

SECTION 2. DEFINITIONS: "City" shall include the elected or appointed representatives of the City of Southgate, Michigan. "Union" shall include the elected officers, members or representatives of the Southgate Command Officers Association. "Employee" shall refer to bargaining unit members only.

ARTICLE II
RECOGNITION

SECTION 1. This Agreement shall be applicable to all Lieutenants and Sergeants employed by the City of Southgate Police Department.

SECTION 2. The City recognizes the Police Officers Labor Council, as the sole and exclusive bargaining representative of the bargaining unit above described, subject to the conditions of Article II.

ARTICLE III
UNION SECURITY, DUES DEDUCTION, AND FEES

SECTION 1. The City shall deduct, as dues, from the pay of each employee, from whom the City shall receive written authorization to do so, the required amount for payment of Union dues, and Lodge fees and assessments. Such sums accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, shall be forwarded to the Union President office within thirty (30) days after such collections have been made.

SECTION 2. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

- A. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's regular dues, fees, assessments, or shall pay a collective bargaining service fee for cost of negotiating and administering this and succeeding agreements, provided, however, that a monthly service fee deduction certified by the City shall not change for the remainder of the fiscal year.
- B. Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:
 - 1. The Union has notified him by letter addressed to his address last known to the Union that he is delinquent in payment of dues or fees, specifying the current amount of delinquency and warning the employee that unless such amount is paid within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,
 - 2. The Union has furnished the City with written proof that the foregoing Procedure has been followed or has supplied the City with a copy of the notice that the employee has not complied with such request. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article and provide to the City, in

affidavit form signed by the Union President, a certification that the amount of the delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

- C. The City agrees to deduct from the pay of each employee from whom it receives an authorization, the amount specified upon the authorization. Each employee utilizing the payroll deduction for the payment of sums to the Union shall provide to the City an Authorization form attached hereto, marked attachment "A."
1. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek such refund from the Union.
 2. Within thirty (30) days after such collections have been made, the City shall forward to the Union President a list of all employees from whose pay sums have been deducted, the amount deducted from each, and a list of those employees who had authorized such deductions, and from whom no deductions were made, as well as the reason therefor, if known to the City.
 3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain an appropriate refund from the Union.
 4. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
 5. The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason

it fails to make a deduction for an employee as provided herein, the City shall make that deduction from the employee's next pay after the error has been identified to the City by the Union.

ARTICLE IV
UNION ACTIVITIES

SECTION 1. Employees or their representatives shall have the right to join the Union, and shall not be discriminated against for engaging in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection.

SECTION 2. Officers and other representatives of the Union, not to exceed the number designated, shall be afforded reasonable time during regular working hours without loss of pay to fulfill their contract administration responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this Agreement.

A. For Contract negotiations:

1. One (1) representative of the Detective Bureau, same to be elected by only members of the Detective Bureau.
2. Two (2) representatives of the Uniform Division, same to be elected by only members of the Uniform Division.

B. Grievances, administration and enforcement:

Two (2) Command Officers to be selected by the C.O.A. and designated to the City.

SECTION 3. The Union shall be provided a suitable bulletin board to be located in the Police Department Squad Room, for the posting of Union notices or other non-malicious and non-political materials. Such board shall be identified with the name of the Union and the Union may designate persons to be responsible therefore.

SECTION 4. At the City's request for the purpose of manning efficiency, the Union may schedule meetings on Police Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, and the City agrees upon request to provide release time for duty officers who are elected officials of the Union to attend Union meetings.

SECTION 5. Notwithstanding the Police Bargaining Unit, not more than two (2) elected Union officers shall be allowed time off with pay to attend conventions of the Fraternal Order of Police, State of Michigan, or seminars sponsored by the State Lodge of Michigan, provided such conventions and/or seminars pertain to administration of the Labor Agreement between the parties.

ARTICLE V

OTHER AGREEMENTS AND ORGANIZATION

SECTION 1. The City shall not enter into any agreements with its employees covered by this Agreement, individually or collectively, or with any other organization seeking to represent such employees which in any way conflict with the provisions hereof.

SECTION 2. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE VI

SENIORITY

SECTION 1. Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended.

SECTION 2. Seniority shall further be governed by the following:

1. Seniority shall start on date of appointment.
2. Must be continuous service.
3. Reinstatement or return to the Department by any officer will place said officer just above a probationary patrolman, but under any regular patrolman.
4. This paragraph will not conflict with longevity pay discussed in other sections of this Agreement.

ARTICLE VII
HOURS OF EMPLOYMENT

SECTION 1. The work schedule for employees shall be, for the Police Department, five (5) eight (8) hour work days for a total of forty (40) hours each week. For those employees on this work schedule, overtime pay will be in accordance with Article XII, Section 3A.

SECTION 2. Employees assigned to work shifts that run consecutively for seven (7) work days shall be governed by twenty (20) eight (8) hour work days for a total of one hundred sixty (160) hours each four (4) weeks. For those employees on this work schedule, overtime pay will be in accordance with Article XII, Section 3B.

SECTION 3. All days shall be eight (8) straight hours and not a split shift.

SECTION 4. Patrol shifts will be steady shifts of six (6) months duration. Shifts will be selected, by seniority, every six months. Shift changes are to be effective May 1 and November 1 of each year.

SECTION 5. Command Officers assigned to work uniform division patrol shifts shall be governed by the following shift and leave day selection procedure:

- A. Traffic safety assignments shall remain the prerogative of the Chief.
- B. Command Officers, by seniority in rank, shall bid their preferred day, afternoon or midnight shift.
 - 1. Only one Lieutenant and one Sergeant shall bid each shift subject to the City's right to fill vacancies.
 - 2. The bid cycle shall be for a six (6) month period, consistent with vacation periods.
 - 3. Officers shall rebid prior to each successive vacation period.
- C. Leave days shall be bid, by seniority in rank, for the six (6) twenty-eight (28) day cycles as follows:
 - 1. No two command officers on a shift shall bid the same leave day.
 - 2. Choices shall alternate, with the most senior officer in rank picking first, subject to the following:

- a. Command officers shall pick eight (8) leave days for a twenty-eight (28) day cycle which shall be applied to each of the six (6) cycles in the bid period.
- b. One selection may be for up to four (4) consecutive days.
- c. All other selections will be limited to a maximum of two (2) consecutive days. Single days may be posted.

SECTION 6. Nothing in this Article shall be construed as a guarantee of work.

ARTICLE VIII STRIKE PROHIBITION

SECTION 1. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike during the term of this Agreement.

ARTICLE IX MAINTENANCE OF CONDITIONS

SECTION 1. The City agrees that all conditions of employment relating to direct wages, hours or work and overtime differentials as set forth in this Agreement shall be maintained at the benefit levels set forth in this Agreement.

SECTION 2. During the term of this Agreement, the conditions of employment may be improved or modified only upon agreement by the Union.

SECTION 3. This Agreement shall supersede any rules and regulations inconsistent herewith.

ARTICLE X
PHYSICAL EXAMINATIONS

SECTION 1. The City shall, at its expense, provide each employee an annual physical examination, including but not limited to, chest x-ray, electrocardiogram and such other tests as ordered by the examining doctor for the purposes of determining fitness for duty; provided that the City's responsibility for the cost of such additional tests shall not exceed the cost of the original examination less the cost of any x-rays. Such examination shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination, and shall conform to the act commonly referred to as the "Heart and Lung Act."

SECTION 2. Flu shots shall be made available to each individual employee at least once each year during the tenure of this Contract.

SECTION 3. The City shall at its expense, provide each employee with a copy of the physician's report within thirty (30) days of receipt of same by the City.

SECTION 4. The initial physical examination scheduling shall be done by the City with due regard to an officer's leave days with the City making every effort to avoid scheduling such examinations on leave days provided that the parties recognize and agree that the ultimate determining factor for scheduling is the availability of the designated physician, and that additional tests ordered by the physician must be scheduled by the appropriate examinee with the testing agency designated by the City.

ARTICLE XI
SAFETY, HEALTH, WELFARE AND EDUCATION

SECTION 1. Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations which shall take immediate effect upon ratification of this Agreement.

SECTION 2. SAFETY RULES AND REGULATIONS.

A. MANPOWER IN RESPECTIVE DIVISIONS:

1. UNIFORM DIVISIONS

- a. Patrol Bureau - A Command Officer of the rank of Lieutenant or Sergeant shall be on duty at all times.
- b. Traffic Bureau - Shall consist of at least Lieutenant and Sergeant.

2. DETECTIVE DIVISION

- a. Shall consist of at least a Lieutenant and Sergeants.
- b. The City may utilize members of the patrol unit, at the discretion of the Chief, to perform the same misdemeanor and/or felony investigation work as that performed in the Detective Bureau, provided that:

- i. No less than five (5) bargaining unit members remain in the Detective Bureau in performance of misdemeanor and/or felony investigations in the crime categories as are presently recognized.
- ii. No more than ten (10) patrol unit individuals may be assigned to the Detective Bureau to assist existing bargaining unit members in misdemeanor and/or felony investigations.
- iii. There shall be no more than two (2) patrol unit individuals assigned under direct supervision to a Sergeant in the performance of criminal misdemeanor and/or felony investigations in the recognized crime categories.

- iv. Patrol Unit members shall not be called in to perform overtime assignments in the category of misdemeanor and/or felony criminal investigations without Detective Sergeants first being called and offered the overtime work.
- v. A patrol unit individual shall not be assigned to the Detective Bureau, under this provision, for periods in excess of two years.
- vi. A patrol unit individual assigned to the Detective Bureau shall work the same normally scheduled hours as the Detectives.
- vii. If the level of command officers is reduced in the Detective Bureau for any reason below 5, the City shall have a 120 day grace period before being required to remove all patrol unit members from the Bureau.

3. In the absence of the Lieutenant of any Division due to illness, vacation or other reasons the Sergeant in command shall receive the hourly rate paid the Lieutenant.

B. **EQUIPMENT:** Proper equipment such as helmets, nightsticks, flashlights, flashlight batteries, first-aid kits, shotguns and ammunition for all weapons, shall be made available to all employees on duty during any normal eight (8) hour shift, and shall be made available for inspection.

1. **HELMETS** shall be "bucro type" issued as part of the uniform and used as optional equipment.
2. **SEAT BELTS** shall be the "roller type" and use of same spelled out by the Department head.
3. **NIGHTSTICKS** shall be "riot type" to be placed in trunk with bracket provided for same in all patrol cars.
4. **FLASHLIGHTS AND FLASHLIGHT BATTERIES.** Three cell flashlights and flashlight batteries shall be provided by the Department. The shift officer in charge shall be provided replacement flashlight

- batteries in a secured location from which flashlight batteries will be replaced on a one for one basis.
5. FIRST AID KITS shall be properly stored in the trunk of patrol cars with proper brackets provided to keep units dry. Extra supplies to be on hand and readily available to employees.
 6. AMMUNITION AND WEAPONS. Ammunition shall be allotted to all employees for practice and monthly shoots. Monthly qualifications shall be made during employee's regular tour of duty for service pistols and other weapons. Shotguns with locking brackets shall be provided for all patrol cars.
 - a. The City shall maintain a pistol range with the necessary supplies and equipment to maintain the above monthly shoots for qualifying in all weapons.
 - b. In the event the City shall fail to provide ammunition for practice on monthly shoots, each employee shall be compensated by receiving a monetary allowance sufficient enough to purchase thirty (30) rounds of ammunition per month upon producing a receipt for the aforementioned purchase.
 1. Ammunition for practice shoots will be given to each employee on day shift of each month upon exchange of empty brass.
 7. VEHICLE EQUIPMENT.
 - a. Screens of a material agreeable to both parties shall be provided to separate the front and rear seats.
 1. The Union further agrees to allow the City three (3) months to purchase and install same from delivery to Department.
 8. VEHICLES. If a vehicle should be found to be defective and unsafe for use during any tour of duty, the employee shall cause same to be parked and it shall remain parked until properly cleared by the mechanic on duty, as fit for road service.

C. EDUCATION.

1. The City of Southgate shall pay for tuition and all required books for Police Command Officers taking Police Administration curriculum pertaining to Police Administration offered in local schools or colleges. Reimbursement for tuition and required books shall be made to not more than two (2) Police Command Officers simultaneously where a grade of "C" (70%) or better is attained. All courses must meet the written reasonable criteria established and reestablished by the City, and the Police Command Officer must pass the course with credit if credit is offered and furnish receipts upon completion in order to be reimbursed. Certificates or diplomas received shall become part of the Police Command Officer's Civil Service personnel file.
 - a. The City reserves the rights to refuse any particular college or educational institution for cause.
 - b. To be reimbursed, the courses must relate directly to police work. Courses may be scheduled during an employee's regular work schedule providing such time is deducted by using personal business, vacation or other accrued leave approved by the Chief of Police. Provided, further, that the employee will provide the City with a semester schedule at the beginning of each semester and such schedule changes as they occur.
 - c. Grants or scholarships by the Federal or State government, educational institution or other sources of whatever description shall be deducted from the City reimbursement program.
 - d. Employees claiming reimbursement must prove that they paid the amount sought to be reimbursed. A transcript of classes and a list of required books for each subject may be required before a reimbursement is approved.

- e. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the institution and will compensate employees for the use of the employee's personal vehicle at the rate of .2325 Cents per mile. Distances will be calculated from a recognized Road Atlas.
 - f. Participants will be selected on the basis of seniority; provided that employees engaged in schooling at the time this Agreement takes effect shall be given preference.
 - g. In the event a Police Command Officer requests reimbursement for required books, such books shall be turned into the Department and become part of a Department library; provided, further, Department library books will be utilized for courses where available.
 - h. The examples of educational programs which shall meet criteria established herein shall be based on an approved list of subjects and the claims must be approved by the Chief of Police.
 - i. When requesting reimbursement for college tuition, the employee must certify to the City the number of credit hours he/she has earned, and list the colleges or universities at which the hours have been earned. The employee must also, at the City's request, sign the necessary release forms to allow the City to obtain grades and accumulated credit hours from any college or university. The City shall only reimburse an employee for tuition to obtain necessary credits for achievement of a baccalaureate degree in Police Administration, not to exceed 120 hours.
2. Employees directed to attend schools or in-service training classes by the City shall not be required to work both the midnight shift and attend such City directed schools or in-service training.

D. POLICE ASSOCIATION DUES.

1. The dues of the members of this bargaining unit for their respective professional organizations shall be paid by the City. Dues shall be payable during the month of January each year, not to exceed \$20.00 per man.

ARTICLE XII

WAGES

SECTION 1. GENERAL. The salary schedule in effect for the term of this Agreement shall be as follows:

	7/1/96	7/1/97	7/1/98
Sergeant	\$49,276.23	\$50,754.52	\$52,277.15
Lieutenant	\$52,276.62	\$53,844.92	\$55,460.27

SECTION 2. LONGEVITY PAY. In addition to the salary set forth above, employees shall receive longevity pay as follows:

1. Five (5) years of service, One Hundred (\$100.00) dollars, and for each additional year of service an additional Fifty (\$50.00) Dollars.
 - a. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service.
 - b. Employees who become eligible to receive the longevity pay, shall receive such longevity increment on the first pay period next following the anniversary date in which the said employee became eligible and on the first pay period next following the anniversary date of each year thereafter.
 - c. In the event an employee dies, retires, or resigns, the employee, the employee's heirs or beneficiaries as designated to the Department in writing, shall receive the employee's longevity pay, calculated to the time of separation, and will be compensated for same in the employee's last pay.

SECTION 3. OVERTIME PAY.

- A. Overtime pay shall be paid to those employees of the Police Department whose work schedule is five (5) eight (8) hour work days for a total of forty (40) hours each week, and who work in excess of eight (8) hours in any one day, or who work in excess of forty (40) hours in the five (5) day period, at the rate of time and one-half (1 1/2) the normal rate, plus any applicable shift premium, which for purposes of this Agreement shall be deemed to be the annual salary for such employee as set forth in Section 1 of this Article divided by 2,080 hours. The overtime pay shall be paid on the first pay day following the pay period the overtime was worked. The shift differential shall be added to the hourly wage before the time and one-half is computed.
- B. Overtime pay shall be paid to those employees of the Police Department whose work schedule runs consecutively for seven (7) work days, and who work in excess of eight (8) consecutive hours, or who work in excess of one hundred sixty (160) hours in a twenty-eight (28) day cycle, at the rate of time and one-half (1 1/2) the normal rate plus any applicable shift premium, which for the purposes of this Agreement shall be deemed to be the annual salary for such employee as set forth in Section 1 of this Article divided by 2,080 hours. The overtime pay shall be paid on the first pay day following the pay period the overtime was worked. The shift differential shall be added to the hourly wage before the time and one-half is computed.
- C. For purposes of overtime computation, paid leave time shall be considered as time worked.
- D. To fulfill requirements of roll call, patrol shift Lieutenants and Sergeants will be entitled to .25 hours per day overtime at time and one-half only for days actually worked.

SECTION 4. OVERTIME DISTRIBUTION. Whenever overtime is required, the Command Officer with the least number of overtime hours by division required will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, subject to the conditions hereinafter stated, time not worked because the employee

did not choose to work will be charged to the refusing employee at the maximum number of hours of any employee working during that period. The equalization period shall commence anew each January 1, and terminate each December 31. On January 1, the equalization list shall be reestablished with each employee subject to the equalization process being placed on the list in the relative position he occupied on December 31, with the low man placed at zero and the other men credited with the number of hours in excess of the zero man, that is to say, the person who ended the previous equalization period with the least number of overtime hours shall be the first person to be called in the new equalization period and so on. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked. Any shortage in personnel shall be made up by the City requiring to work such numbers of employees as is necessary, least senior employee by rank being required first.

- A. Employees newly entered in the equalization group shall be credited with the highest number of hours of the equalization group which he enters.
- B. Employees accepting overtime work, but not appearing for such work, will be charged with two (2) times the maximum number of hours worked by any employee during the period.
- C. Any employee who is excused from work due to illness, personal business, vacation or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence and completes one (1) eight hour shift. Leave days attached to a scheduled vacation will also exempt employees from being required to report for overtime. There may be situations requiring overtime where sufficient personnel are not eligible due to the above provisions. It is understood that in such instances, necessary personnel will be caused to fill the overtime regardless of their eligibility status.
- D. The parties recognize and agree that the equalization process applies to all overtime worked by an employee, and that there are occasions due to the nature of the service provided that employees may be held over from a previous shift to complete tasks in progress or insure the maintenance of minimum manpower; provided, however, that such holdover shall not exceed four (4) hours unless the City can demonstrate special circumstances.

- E. An employee accepting overtime must accept all the hours offered.
- F. An attempt to contact the employee lowest in overtime hours will be made and whether or not contact is made that number of hours being offered will be charged to that employee. The word of the Command Officer in charge shall be conclusive as to whether contact was or was not made and overtime accepted or not accepted.
- G. All overtime except Court time shall be considered as part of the equalization process.
- H. In the event a Sergeant is low man on the overtime list, a Sergeant will be called to replace a Sergeant should a replacement be needed to bring manpower up to a minimum complement; provided that this clause shall not require that two (2) Sergeants be on the road at the same time.
- I. Overtime opportunities will be filled according to this Section in the order in which received by the Department.
- J. In recognition that the individuals benefitting from this overtime equalization procedure, also administer the procedure, it is agreed that the City shall not be responsible for any overtime equalization costs of any nature or description including any liability to persons allegedly called out of order. Furthermore, the City shall be entitled to conclusively presume that the procedure used in overtime equalization by bargaining unit members is fair, equitable and in accordance with the Contract.

SECTION 5. When assigned overtime situations, not caused by the minimum manpower provisions contained in the Patrol Officers' Agreement, require two or more uniformed division employees the City agrees to offer overtime to one Command Officer in accordance with the provisions of Article XII, Section 4.

SECTION 6. The City shall pay a shift differential of the following amounts for work performed on such shift by employees assigned to such shifts:

Afternoons:	Thirty-seven (\$.37) Cents per hour
Midnights:	Sixty-two (\$.62) Cents per hour
Night Support Shift:	Sixty-two (\$.62) Cents per hour

SECTION 7. COMPENSATORY TIME

- A. Command Officers attending department required training or schools during off duty hours shall be compensated with compensatory hours at the rate of time and one half instead of overtime pay.
- B. The City may choose to compensate the employee with overtime pay instead of compensatory time, thereby controlling the hours banked so as not to exceed the maximum of sixty (60) hours banked compensatory time for schooling at any given time, unless the employee is below the sixty (60) hour cap, when schooling starts. In order to complete the training, the cap may be exceeded to accomplish that training. Command Officers at their discretion may also choose to bank regular overtime providing it doesn't exceed a combined maximum of one hundred (100) hours banked compensatory time. Officers may split regular overtime and compensatory time so as not to exceed the combined maximum of one hundred (100) banked hours.
- C. The employees compensatory bank shall be depleted prior to retirement or separation from the department. Any time left in the bank at the time an employee retires or leaves the department for any reason shall be forfeited by the employee.
- D. Compensatory time shall only be utilized if no overtime is created at a time frame of "48 hours or less" prior to the requested absence, unless approved by the Chief or his designated representative. Scheduled On Call Detectives or Traffic Safety Officers that utilize compensatory time must first obtain, by mutual trade, an officer to handle the On Call assignment.
- E. Compensatory time requests shall be honored in four (4) hour minimum increments as long as overtime is not caused at a time frame of "48 hours or less" prior to the requested absence.

ARTICLE XIII

VACATIONS

SECTION 1. ELIGIBILITY AND AMOUNTS. Employees shall be eligible for annual vacations with pay on the following basis:

- A. After one year of service accumulating from the employee's date of appointment, at 1-2/3 days per month not to exceed twenty (20) days in any year and to be designated as ten (10) working days in the summer and ten (10) working days in the winter.
- B. Vacations may be accumulated not to exceed earned vacation of two (2) work years, but only if earned vacation is not made available by the City during the year.
- C. Any employee on completing his tenth (10th) year of service shall be governed by the following vacation programs, in addition to "A" above:

10 Years.....	1 Day
11 Years.....	2 Days
12 Years.....	3 Days
13 Years.....	4 Days
14 Years.....	5 Days
15 Years.....	6 Days
16 Years.....	7 Days
17 Years.....	8 Days
18 Years.....	9 Days
19 Years.....	10 Days
20 Years.....	11 Days
21 Years.....	12 Days
22 Years.....	13 Days
23 Years.....	14 Days
24 Years.....	15 Days
25 Years.....	16 Days
and so on...	

- D. Upon completing their tenth (10th) anniversary year, employees may take the additional days earned in conjunction with their regularly scheduled Summer or Winter vacations.

SECTION 2. The anniversary date of service, for the purpose of this Article, shall be measured by reference to the original date of appointment to the Police Department.

SECTION 3. Summer vacations shall be taken between May 1st and October 31st. Winter vacations shall be taken between November 1st and April 30th.

SECTION 4.

- A. Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the Summer or Winter vacation periods above set forth. Selection shall be made first by seniority in rank.
- B. In the Detective Bureau, when three (3) or more Command Officers exist within the Detective Bureau, two (2) may take their vacations at the same time.

SECTION 5. The Department Heads shall be responsible for the posting of vacation lists and it shall be the responsibility of each employee to make his request for vacation based on seniority by shift and division. Department Heads shall allow three (3) days for each employee to make their choice of vacations.

SECTION 6. Illness certified by a doctor's certificate certifying incapacitation for a day or more occurring during an employee's scheduled vacation period, shall not be charged against vacation time, but shall be charged against sick leave.

SECTION 7. Winter and Summer vacations may be split with seniority in rank applying to employee's first choice only. This method shall be followed for all choices thereafter also.

ARTICLE XIV

SICK LEAVE

SECTION 1. ACCUMULATION OF SICK LEAVE CREDITS.

- A. For the purpose of this Section, "sick leave day" shall mean an eight (8) hour work day.
- B. Until Section 1(c), next following, shall be applicable to him, each employee shall acquire one and one-quarter (1-1/4) days of sick leave credit for each month of service rendered, not exceeding an aggregate of fifteen (15) days per calendar year.
- C. Commencing the January 1st next following his completion of one (1) year of service, and on such date, each employee shall receive fifteen (15) sick leave day credits, or pro-rated based on percentage of year worked if one year has not been completed.
- D. Sick leave credits of fifteen (15) days each calendar year as provided in Section 1(b) above may accumulate to two hundred (200) days.
- E. A month of service pursuant to Section 1 shall be any month in which the employee actually worked or was on scheduled vacation, scheduled funeral leave, scheduled F.O.P. days, scheduled personal business days or any combination of the five (5) for seventeen (17) days.

SECTION 2. CHARGES AGAINST CREDITS. Charges against credits shall apply as follows:

- A. Sick Leave. An employee shall be entitled to charge accumulated sick leave credits for illness, subject to verification by Medical Certification. The employee shall, to the extent possible, inform his Department Head of such illness. An employee who has developed a pattern of regularity in the use of their sick leave benefits over a six (6) month period, shall be counseled by a Commanding Officer. The counseling session shall include a discussion of the pattern observed, the employee's reasons for absence, and other material matters. If the situation continues after the counseling session, the employee may be required to obtain

medical documentation of his illness for the next six (6) month period. If a member is off three (3) consecutive scheduled work days, he shall be required to furnish approved Medical Certification before returning to work.

- B. Any employee who habitually taken sick days, on the day preceding or following the date a holiday is celebrated or a vacation commences or termination, or utilizes such days to extend days off, shall be subject to medical verification of illness for the next six (6) month period for like instances upon receipt of written notification from the City, unless with the consent of the Chief or his designated representative.

For the purposes of this Section, habitual shall be three (3) incidents or combination of incidents of usage of such days in such manner in any six (6) month period where medical certification is not provided.

Medical Certification shall mean a medical opinion from a M.D. or D.O., which should state what the patient's illness was and how and why it disabled him from working and for what period the disability existed. The Medical Certification required herein shall be from the M.D. or D.O. of the employee's choice, and shall be paid for by the employee.

- C. **PERSONAL LEAVE.** An employee shall be entitled to charge up to five (5) days per year for personal business. Four (4) of these days shall not be charged against sick leave.
1. Employees on requesting personal leave days, shall be required to give the Department Head forty-eight (48) hours notice or less upon showing of special circumstances, so that arrangements can be made to fill the vacancy which might be created.
 2. All personal leave days are subject to the approval of the Department Head or his designated representatives.
- D. **FUNERAL LEAVE.** An employee shall be allowed, without loss of pay, request up to the following number of days per identified category to make preparation for and attend the funeral and burial of an immediate member of his family hereinafter identified:

1. Up to five (5) days for husband, wife or child.
2. Up to three (3) days for parent, brother, sister, or parent-in-law.
 3. Up to two (2) days for brother-in-law, sister-in-law, son-in-law and daughter-in-law.
4. Up to one (1) day for grandparents and grandparent-in-law.
5. Up to a maximum of five (5) days for a simultaneous tragedy involving the death of more than one covered member of immediate family where death is attributable to the same event.
6. Up to two (2) additional days may be utilized by the employee to attend a funeral which is to take place over three hundred (300) miles from employee's place of employment. Funeral leave as hereinabove described shall not be deducted from sick leave credits. Additional days may be granted by the City, but are to be charged against sick leave credits. Proof of bereavement shall be required in all cases subject to this Article in order to receive regular pay upon return for time away from the job.

E. **MILITARY LEAVE.** If an employee is an actual member of the National Guard, or a Reserve Unit, at the time the employee is hired by the City, after being certified as eligible by the Civil Service Commission, and who is called to serve with his Unit for any reason, shall be compensated by the City while such duty lasts, up to and including thirty (30) days. The employee's seniority shall continue while he serves. Amount compensated by the City shall be the difference between Military pay and Regular pay.

1. National Guard commitment for single days of training shall receive the difference between military and regular pay.
2. An employee called to serve his country as an active member of the Armed Forces shall receive credit toward his seniority for the time spent.
3. Employees who are actual members of the National Guard or Reserve Units at the time of execution of this Agreement by the parties shall be covered by the provisions of the previous Contract, and the Grievance Arbitration pertaining to same.

- F. Upon written application from a Command Officer, the City in its discretion may grant a written leave of absence without pay for good cause shown for a period not to exceed thirty (30) days; provided, that the City in its discretion may renew such leaves for like periods. All documentation necessary to support an application for leave of absence must accompany the written request or no action shall be required of the City. Leave of absence will not be granted as unpaid vacation time. No leave of absence shall be valid unless authorized in writing by the Chief of Police.
- G. REPLENISHMENT OF CREDITS. At the end of the calendar year, accumulated unused credits shall be carried forward, with a two hundred (200) day accumulation.
- H. Injuries obtained and incurred while on duty shall not be deducted from sick leave credits.

SECTION 3. RESIGNATION, RETIREMENT OR DEATH. In the event an employee hired prior to January 1, 1981 dies or retires, he shall receive compensation in the sum equivalent to one hundred (100) percent of a maximum of two hundred (200) days of his accumulated sick leave credits at his prevailing hourly rate.

Employees hired after January 1, 1981 shall not receive cash compensation as stated in Section 3 above, but the cash value of such days shall be included in their Final Average Compensation.

- A. Employees hired prior to January 1, 1981 resigning shall receive one-half of his accumulated sick leave credits at his prevailing hourly rate; employees hired after January 1, 1981 shall not receive cash compensation for sick leave credits.
- B. In the event of the death of the employee, benefits will be paid to the beneficiary as designated on the life insurance policy.
- C. Officers leaving the Department shall receive pro-rated benefits for all contractual items.

- D. Upon completing twenty-one (21) years of service, an employee may sell back to the City up to Seven Thousand Five Hundred (\$7,500.00) Dollars worth of sick leave per City fiscal year at the employee's then current pay rate, to the nearest whole day. In no way shall an employee be paid for more than a total of two hundred (200) days or the amount of sick leave accumulated, whichever is less. Employees must maintain a minimum of sixty (60) days sick leave accumulation after any reimbursement, except upon retirement.

SECTION 4. SICK LEAVE BONUS. Any employee utilizing sick time per year, between January 1st and December 31st of any year, in accordance with the following schedule shall be entitled to the bonus days as indicated by the following schedule:

<u>Sick Days Utilized</u>	<u>Vacation Bonus</u>
No Day Utilized	5 Bonus Days
1 Day Utilized	4 Bonus Days
2 Days Utilized	3 Bonus Days
3 Days Utilized	2 Bonus Days
4 Days Utilized	1 Bonus Day

- A. An employee may accumulate an unlimited amount of bonus vacation days. An employee may take up to twelve (12) days as extra summer or winter vacation in any one year. Upon retirement all accumulated bonus vacation days may be cashed out or used toward early retirement.
- B. The City will buy two (2) earned bonus days at the current rate in lieu of extra vacation or early retirement accumulation, at the employee's option.
- C. An employee utilizing the fifth (5th) personal business day will be charged one (1) day against sick bank. Such day shall not be considered a sick day for purposes of calculating bonus vacation.

ARTICLE XV

INSURANCE

SECTION 1. The City at its cost shall obtain for each active duty employee, term life insurance which will pay \$25,000.00.

SECTION 2. Michigan Blue Cross and Blue Shield hospitalization and medical insurance coverage, Preferred Provider Trust 15/Plus 15 shall be provided for active duty employees at not less than the MVF-1 level with COMP semi-private, D45NM, SAT2, SOTPE, and Master Medical 3 riders. The City will pay the full cost of the above Blue Cross-Blue Shield Preferred Provider Plan which shall include the Family Plan \$5.00 deductible APDBP prescription drug rider. The City may offer alternative health care systems (HMO's, etc.) to all employees on an optional basis.

SECTION 3. All retirees shall receive the following benefits:

- A. The City shall, at its cost and as soon as possible after ratification of this contract by both the Union and the City, obtain for each retiree and retiree's spouse at the time of retirement, a life insurance policy of \$10,000.00.
- B. Michigan Blue Cross and Blue Shield hospitalization and medical insurance coverage and benefits shall be continued for all retirees under Family Plan coverage, which shall include spouse at not less than the levels existing as of December 31 1972, including the Family Plan \$5.00 deductible prescription drug rider; such increase in prescription deductibility to be effective July 1, 1996.
- C. Dental Insurance, as defined herein for active duty employees, shall be provided to retirees and the retiree's spouse at the time of retirement.
- D. Upon the death of an employee retiree, such retiree's spouse shall continue being covered under the City's medical and hospitalization plan.

SECTION 4. In the event of death from non-natural cause while on active duty or as a result of such injury received while on active duty, but occurring during non-duty hours, the City will provide an immediate \$1,000.00 cash payment to the employee's surviving spouse to provide living income while other death benefits are being processed, and furthermore, in each month following the month of death, an additional \$1,000.00 will be paid up to a maximum of \$3,000.00.

SECTION 5. The City will provide a Blue Cross Blue Shield 80/20 optical insurance plan for active duty employees and eligible family members.

SECTION 6. All employees covered under this Contract shall receive copies of policies for amounts specified in contract or riders.

SECTION 7. To be eligible for either sickness or accident benefits, an employee must have:

- A. Achieved seniority and be working full time.
- B. Become wholly and continuously disabled.
- C. Be under a Doctor's care and furnish evidence of same upon request.
- D. Furnish the insurer with satisfactory proof of disability upon request.

SECTION 8. Benefits shall commence only in accordance with the schedule hereinafter set forth:

- A. For an accident, benefits start on the eighth complete day of disability unless an employee is confined to a hospital for five (5) consecutive days or more, whereupon benefits shall be retroactive to the first full day of such hospitalization.
- B. For illness, benefits start on the eighth day of disability.
- C. For purposes of this Article, an employee is confined in a hospital only if confinement is for at least eighteen (18) consecutive hours or if the hospital makes a room and board charge.

SECTION 9. The City shall provide sickness and accident insurance coverage as hereinafter provided. An employee is eligible for benefits for as many weeks as any one accident or illness keeps him disabled for the limits and amounts as hereinafter set forth:

\$250.00 per week for 30 weeks.

Benefits shall be for only the duration stated and in the amount set forth. Benefits shall stop when the employee is able to return to work.

- A. Additional sickness and accident insurance coverage may be purchased by employees, at their own cost, through the City's insurance carrier, provided at least seventy-five (75%) percent of the members of the Union participate in purchasing the additional sickness and accident insurance coverage. The Union shall provide to the City, at the request of the City's Finance Director, from time

to time, executed payroll deduction forms from all those employees who are participating in the purchase of additional insurance and shall provide the City with a statement identifying each and every employee desiring to participate in purchasing the additional coverage.

- B. Accumulated sick time, to the nearest hour, may be used to supplement the benefit to equal one hundred (100%) percent of the employee's regular gross pay. Withholding by the City shall be based only on the money paid the employee for the use of his sick time, and for those items normally deducted from each pay.

SECTION 10.

- A. The insurer has the right to have the employee examined at its expense while a sickness and accident claim is pending or being paid.
- B. The City, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

SECTION 11. The employee shall not be eligible to receive sickness and accident benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law;
- B. On layoff;
- C. On leave of absence;
- D. Has quit his employment;
- E. Been discharged for cause;
- F. Is receiving worker's compensation benefits;
- G. Is collecting benefits under any other wage continuation program provided by the City such as sick days, it being understood that the employee may elect coverage under one program at a time subject to this Agreement;
- H. Employees privately funded insurance benefits shall not be affected by this section.

SECTION 12. The City will provide and pay the premiums for an 80/20 Dental Insurance Program with a maximum benefit of one thousand five hundred dollars (\$1,500.00) per calendar year for all dental related services, other than orthodontics which shall be one thousand five hundred dollars (\$1,500.00) lifetime, for active employees and eligible family members only.

SECTION 13. The City may, with prior notification to the Union, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels and the City shall be entitled to receive any dividends, refunds or rebate earned without condition.

- A. All benefits shall be subject to standard provisions set forth in the policy or policies.
- B. When employment and seniority is interrupted by layoff, discharge, quit, strike, leave of absence, other than maternity leave, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.
- C. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmental sponsored insurance programs.
- D. It is specifically understood and agreed that benefits shall cease upon the death of the employee, whether or not the period of the policy is exhausted, and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

ARTICLE XVI
ALLOWANCES

SECTION 1.

- A. The City shall pay each member of the Union a Uniform Allowance at the level indicated below. The benefit period covered is January 1 through December 31 each year even though the payments are to be made as follows: One-half (1/2) the fifteenth (15th) of January and one-half (1/2) the fifteenth (15th) of July. Amount to be paid is \$760.00 per year.
- B. The City shall pay to each member of the Union a Cleaning Allowance at the level indicated below. The benefit period covered is January 1 through December 31 each year, even though the payments are to be made as follows: One-half (1/2) the fifteenth (15th) of January and one-half (1/2) the fifteenth (15th) of July. Amount to be paid is \$550.00 per year.
- C. The City shall pay each member of the Union a weapons qualification allowance of \$535.00 per year, the period covered being January 1st through December 31st. This benefit shall be paid to each member on the fifteenth (15th) of March each year. An employee failing to qualify for weapon proficiency will not receive this allowance.
- D. In the event a Union member should terminate his employment with the Department, he shall be obligated to reimburse the City pro-rata for any amounts paid under Sections 1(A), (B) and (C) above and Section 4.

SECTION 2.

- A. The uniform for the Detective Bureau shall be civilian clothes and Detectives in the Union shall also receive the allowances described in Sections (1 (A), (B) and (C) above.
- B. The parties have agreed that Lieutenants will be permitted to wear a City approved blazer with City approved color coordinated shirt, tie, slacks and breast pocket emblem as a duty uniform. It is further agreed that all uniform Lieutenants will dress in an identical manner and that the City shall not be responsible for the cost of such blazer, shirt, tie, slacks or breast pocket emblem.

While on duty outside of the police station, except for emergency situations, uniform Lieutenants shall be required to wear uniforms as approved by the Chief of Police.

SECTION 3. Union members in the Detective Bureau shall also receive an expense allowance for out-of-pocket expenses. The total amount will be controlled by the Department Head, who will disburse the amount indicated to the D.B. members quarterly and no receipts will be required. The amount of the allowance shall be Sixty (\$60.00) Dollars per month per member.

SECTION 4. Union members in the Detective Bureau and Traffic Bureau shall receive an on-call allowance of \$1,440.00 per year to be paid on the first pay of July and shall be required to be "on-call" as a regular part of their employment. The parties have developed procedures to implement the "on-call" requirement (See Attachment "B").

SECTION 5. Assigned Shift Command Officers shall receive an annual allowance of \$600.00 for the purpose of performing duties as a Deputy Court Clerk. Command Officers that move from one division to another, or are reassigned within the uniform division, shall have their respective "on-call" and Court Clerk allowances pro rated based on the time spent in the division, or time that will be spent in the new division or assignment. It is not the intent of the agreement that any Command Officer receive both a "on-call" allowance and Deputy Court Clerk allowance.

ARTICLE XVII

HOLIDAYS

SECTION 1. Holidays with pay at the regular rate shall be as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Employee's Birthday

- A. Should any of the above days fall on an employee's leave day, he shall receive a regular days pay.
- B. Should any of the above days fall on an employee's regular work day, the employee working shall be compensated by extra pay, a days pay at time and one-half in addition to a regular days pay.
- C. Should any employee be called in to work on any holiday listed above, he shall be paid, in addition to his holiday pay, at the rate of time and one-half.
- D. Payments for the above holidays shall be paid to members of the Union in one lump sum the first pay in October. If during the year, a member of the Union is scheduled to work a holiday, the overtime shall also be held back and paid to the member on his holiday check. The holiday pay is to be paid to each member on a separate check.
- E. The traditional calendar day on which a holiday falls shall be considered as the holiday under the provisions of the Holiday Pay Article.
- F. Payment for the above holidays shall be paid at the rate that is in effect when the payment is made.
- G. The City shall also pay each member of the Union a \$50.00 cash holiday payment. Each member shall receive this payment on the second pay in August of each year.

ARTICLE XVIII

CALL-IN TIME

SECTION 1. A minimum of four (4) hours call-in pay at time and one-half (1-1/2) shall be guaranteed to a member of the Union who is called in to work after the termination of his regular work shift. The member of the Union shall be eligible for the four (4) hours at time and one-half (1-1/2) regardless of whether he is informed to cancel such notification unless he has refused such overtime on notification.

ARTICLE XIX

COURT TIME

SECTION 1. TWENTY-EIGHTH DISTRICT COURT. Members of the Union scheduled for the 28th District Court shall be remunerated at the rate of time and one-half (1-1/2) with a two (2) hour minimum.

SECTION 2. OTHER DISTRICT, CIRCUIT, PROBATE COURTS, MICHIGAN SECRETARY OF STATE DRIVER LICENSE APPEAL DIVISION. Members of the Union scheduled for the above Courts shall be remunerated at time and one-half (1-1/2) with a four (4) hour minimum, only when locations are outside geographic boundaries of the City.

ARTICLE XX

GRIEVANCE AND ARBITRATION

SECTION 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of the bargaining unit or the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein, or the grievance is forfeited. All grievances must be filed within twenty-one (21) working days after the occurrence of the circumstances giving rise to the grievance, otherwise, the right to file a grievance is forfeited, and no grievance shall be deemed to exist, unless extended by mutual written agreement.

STEP 1.

An aggrieved employee, through the Union, or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department within twenty-one (21) working days after the occurrence or omission, giving rise to the grievance, and the Chief or his designated representative shall sign as receiving Step No. 1. The Chief shall reply, in writing, within five (5) days thereafter.

STEP 2.

If the matter is not satisfactorily resolved in the First Step, the Union may appeal in writing to the Mayor within five (5) days following the reply of the Chief, or if no reply has been received from the Chief within ten (10) days following the submission of the grievance under Step 1, within the next ten (10) days. The Mayor shall reply in writing within five (5) days thereafter.

STEP 3.

If the grievance is not satisfactorily adjusted in the last proceeding Step within the time provided (unless mutually extended), either party may, not later than the thirtieth day following the Step Two written response, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall file with the Federal Mediation and Conciliation Service (FMCS) in accordance with the then-applicable rules and regulations of the FMCS. The expenses of the arbitrator, excepting the parties' own expense, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitration involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause, and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation, if any,

earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

SECTION 2. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the City. Resort to any other forum with respect to any matters which are the subject matter of a grievance shall constitute an election of remedies and the pending grievance shall be deemed withdrawn as of the date of filing in such other forum.

SECTION 3. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

SECTION 4. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations.

SECTION 5. The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, and adjustments made shall be retroactive to the beginning of that pay period immediately preceding the filing of the grievance, providing the employee files his grievance within twenty-one (21) working days after receipt of such pay, provided the City provides a detailed statement of hours worked including straight time, overtime and holidays.

SECTION 6. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement.

SECTION 7. Department shall have the right to establish and enforce Rules and Regulations, and Statements of Procedures, and the parties recognize, agree and adopt those Rules, Regulations, and Procedures currently in effect as of the date of execution of this

Agreement. In the event that these Rules, Regulations and Procedures are modified by the City without agreement of the parties, the Union reserves the right to grieve the reasonableness of the Rule, Regulation or Procedure, and its application, but not the right of the City to impose the Rule, Regulation or Procedure.

ARTICLE XXI

GENERAL

SECTION 1. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2. Copies of this Agreement shall be distributed by the City to all members of the Union and additional copies shall be provided on request of the Union.

SECTION 3. The City agrees to establish a committee to review Department Rules and Regulations, and statements of procedure, the committee to be composed of one representative of the Chief, one Command, and one Patrol Officer.

SECTION 4.

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, consistent with the Charter, Act 78 and the expressed terms of this Agreement, including but not limited to Article IX, Maintenance of Conditions.
- B. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with the requirements of municipal employment and the public safety, except as provided by law and this Agreement.

- C. Except as provided in this Agreement and by law, no policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on city officials:
1. The Charter responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, passing upon ordinances adopted by the Council, recommending an annual budget, or directing the proper performance of all executive departments.
 2. The responsibility of the City Council for the enactment of ordinances, the appropriation of money, and final determination of employee compensation.
 3. The responsibility of the City for establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing appointments and promotions.
 4. To appoint, assign or promote members to positions within the Department.
 5. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 6. To determine methods, means and personnel necessary for Departmental operation.
 7. To control the Department budget.
 8. To take whatever actions are necessary in Governor declared emergencies to assure the proper functioning of the Department.
 9. To determine the duties, responsibilities and qualifications of the employees of the Department consistent with Civil Service Commission job descriptions.
 10. To determine the location of its facilities; to decide the type of services, other than a volunteer Police Department, to study and/or introduce new or improved methods of police protection; to purchase new equipment, change or eliminate existing equipment and institute technological changes; provided, the City shall not change or eliminate existing safety equipment,

or introduce new safety equipment without approval of the Union.

11. To promulgate reasonable work rules, procedures and regulations; provided, that insofar as the Union has not agreed to any rule, procedure or regulation it does not waive the right to argue its reasonableness or application.
- D. The exercise of the above powers, rights, authority, duties and responsibilities by the City and the adoption of such rules and regulations and policies as the City may deem necessary shall be limited only by the specific and express terms of this Agreement including, but not limited to, Article IX, Maintenance of Conditions.

ARTICLE XXII

RETIREMENT

SECTION 1. Employees who, as of the date of announced retirement, make written request prior to retirement will be presented their Department issued weapon by the City, provided:

- A. The employee is eligible for retirement benefit under the then current retirement plan, and
- B. The employee has presented documentation to the then Chief of Police that all necessary permits and/or licenses have been issued, and
- C. The practice is legally permissible at the time of retirement.
- D. The employee has not retired on a disability for any psychological or emotional reason.

SECTION 2.

- A. The City will maintain the Act 345, Section 6(d) option, by providing a 2.5 percentage payment for the employees hired prior to January 1, 1981 and implement a 2.69 percentage of payment for employees hired after January 1, 1981.
- B. Final Average Compensation (FAC) for all employees shall be based upon all compensation received during the employees FAC period, to include any payment received for sick, vacation, or bonus vacation days. In addition, the dollar value

of any compensatory time earned during the officers FAC period shall be factored in.

- C. For employees hired after January 1, 1981, only the dollar value of annual accrued sick leave bank, up to maximum of two hundred (200) days at the employees current rate of pay, shall be factored into the Final Average Compensation, as identified in Section 2(B) above.

SECTION 3. Employee contribution rates shall be 7.5% of pay for all employees hired prior to January 1, 1981, and 5% of pay for employees hired after January 1, 1981.

For all employees, an average of the three (3) years of highest annual compensation, as defined in Section 2(B) or 2(C) above, during the ten (10) years immediately preceding retirement shall be used to calculate such employee's pension entitlement upon retirement.

SECTION 4.

- A. Employees who are members of the Act 345 system, upon retirement, shall be allowed to withdraw their accumulated contributions, or any portion thereof, (with interest), to retirement date. The parties hereto understand that upon such withdrawal, the member's pension shall be reduced by that portion of his retirement allowance, which was financed by the member's contribution.
- B. The most recent interest rate in the actuarial report published by the Pension Benefit Guaranty Corporation (as determined by the actuary) immediately preceding the member's retirement shall be used to determine the formula to compute the assumed rate of investment return.
- C. The parties agree that the de facto operation of the Act 345 Retirement system for the City of Southgate since at least July 1, 1988, consist of a defined benefit plan, commonly referred to as an annuity plan, which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties agree to continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity

plan) under Section 401(a) or any other applicable section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is agreed that, except for costs reasonably related to administration of the plans described herein, the actions required by the City pursuant to this section, shall not result in any additional costs or charges to the City or to the Pension fund, nor shall the City or Pension Fund be obligated for same.

SECTION 5.

A. Commencing July 1, 1991, the City agrees to the institution of a pension "pick-up" plan for the Employees covered by this Agreement, provided that the Internal Revenue Service approves such a "pick-up"; and provided further that the "pick-up" approved by the Internal Revenue Service is limited solely to those Employees. If the Internal Revenue Service does not approve a "pick-up" limited solely to the Employees covered by this Agreement, the said "pick-up" shall not be applicable. The "pick-up" plan as set forth herein shall be instituted as follows:

- (1) The City shall pick up the Employee contributions required by Employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.
- (2) The effective date of this provision shall be the date of IRS approval. These Employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.
- (3) With respect to the Plan Amendment and the "pick-up" of Employee

pension contributions set forth above, it is expressly understood and agreed as follows:

- (a) The plan amendment is being adopted only for the purpose of allowing Employees to take advantage of the IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
 - (b) Employee contributions will be withheld from actual gross salary and paid to the plan as in the past.
 - (c) Salary before reduction for contribution will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - (d) The City will maintain information which will permit identification of the amount of Employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the Employee at the time the distribution is received.
 - (e) The plan amendment is being accomplished by local agreement rather than a change in State law.
- B. The effect of this provision is that each Employee's compensation shall be reduced by the amount of the pension contribution which would otherwise be required of an Employee under the provisions of the retirement system and the City will contribute this compensation reduction to the retirement system. The compensation reduction is to be considered a part of each Employee's compensation for purposes of determining the contribution which would otherwise be required of a Employee under the provisions of the retirement system.
- C. It is the intention of this provision that the above described contributions be treated as "picked-up" by the City for purposes of Section 414(h)(2) of the Internal Revenue Code of 1986, in that the two criteria for such treatment are satisfied:
- (1) The City hereby specifies that the above-described contributions, although

specified as Employee contributions under the retirement system, although withheld from actual gross salary and paid to the Plan as in the past, are being paid by the City to the retirement system in lieu of contributions by the Employee, and

- (2) The Employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.
- (3) It is the intention of the City and the Union that each Employee may, pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, exclude from current gross income, for Federal Income Tax purposes, all of the contributions made by the City to the retirement system and that such contributions shall not be includible in the Employee's gross income until distributed or made available to the Employees.

SECTION 6. The parties agree that one hundred (100%) percent of the cost of hospitalization and medical insurance (family plan coverage) for retirees and spouses shall be the sole obligation of the Act 345 Pension System, and shall be paid by and out of the Act 345 pension levy.

SECTION 7. Upon retirement for a service-connected disability, a member who has not met the minimum requirements for a normal service retirement, i.e., 25 years of service/50 years of age, shall receive a disability retirement pension of 50% of the members' final average compensation, which shall be payable to the member until the date that the member would have met the minimum service requirements for normal retirement had the member not been retired. The disabled member thereupon shall receive a regular retirement pension computed in accordance with Article XXII, Section 2. In computing the regular retirement pension the member shall be given service credit for the period of time the member was in receipt of a disability pension. If the disability retirant shall die before attaining the point at which the member would have met the minimum service requirements for normal retirement had the member not been retired, his/her surviving spouse shall receive a survivor disability pension equal to 60% of the disability pension payable to the disability retirant on the date of the retirant's death.

SECTION 8. Section 6(1)(i) of Act 345 shall be amended to read as follows:

A member who continues in service on or after the date of acquiring ten (10) years of service credit and who does not have an option I election, provided for in subparagraph (i), in force, and dies while in service of the City or village before the effective date of his retirement, and leaves a surviving spouse, the spouse shall receive a pension computed in the same manner as if t he member had (1) retired effective the day preceding the date of his death, (2) elected option 1 provided for in subparagraph (h), and (3) nominated the spouse as survivor beneficiary. Upon the death of the spouse, the pension shall terminate. A pension shall not be paid under this subparagraph on account of the death of member if benefits are paid under subdivision (2) on account of his death.

ARTICLE XXIII

JURY DUTY

In the event an Officer who is summoned to serve as a juror in any legal proceedings, the hearing of which occurs during that Officer's regularly assigned shift shall be considered as working his normal tour of duty without loss of pay, leave time, or vacation. The Officer shall be paid regular rate of pay and he shall turn over his jury remuneration to the City.

ARTICLE XXIV

DISCIPLINE

SECTION 1. A bargaining unit member may have union representation for any meeting in which such unit member is requested or ordered to meet with the Chief of Police, one-on-one, or any person outside the Department.

SECTION 2. In matters which are being prosecuted as violations of criminal law, a bargaining unit member shall be entitled to the same protection as any other person accused of a violation of such criminal law; provided, this section shall not absolve a Police Officer from the obligation to complete and file with the Department reports required in the performance of such Police Officer's duty.

SECTION 3. In recognition that a Police Officer has a legitimate security interest, the Police Department shall not release photographs, names or addresses of Police Officers without written authorization of the concerned Officer, except in cases pertaining to an official investigation, an order or procedural rule of a Court or administrative tribunal, or the demonstrated necessity that such information is required in a proceeding initiated by either the Police Officer concerned or the Labor Council, Michigan Fraternal Order of Police.

SECTION 4. The City shall not use as the reason for discipline a written reprimand occurring more than two (2) years previously.

SECTION 5. Criminal complaints for which a finding of innocence or dismissal has been duly entered by a Court shall not be retained in a bargaining unit member's personnel file.

ARTICLE XXV

EMPLOYEES ACCESS TO PERSONNEL RECORDS

SECTION 1. Employees may be permitted access to their own Personnel Records by making a mutually agreeable appointment with the office of Chief of Police.

SECTION 2. Any review permitted by this Article shall be only in the administrative offices of the Police Department and in the presence of the Chief or Chief's designee.

SECTION 3. Employees shall not be permitted to remove any documents from their files and understand that discipline will be imposed if documents are removed by the employees.

SECTION 4. If the employee requests copies of any document in that employee's personnel file, which the City is required by statute to provide, the City will charge \$.25 per page for photocopying.

SECTION 5. An employee shall have the right to add matters to such employee's personnel file in accordance with the Bullard-Plawecki Right to Act (P.A. 379, of P.A. of 1978).

SECTION 6. No material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

SECTION 7. An employee may request that any derogatory material not relevant to his employment be reviewed and destroyed; however, the Chief of the Department will decide whether the material will be retained or removed from his personnel jacket, but the employee's employment history record shall not be altered. The Chief's decision shall be binding; provided, however, any derogatory material more than five (5) years old must be destroyed.

ARTICLE XXVI
LATERAL TRANSFERS

All promotions of this bargaining unit are governed by P.A. 78 of 1935 as amended with the following exceptions:

1. Lateral moves shall be allowed between all Divisions of the Southgate Police Department, subject to all of the following terms, conditions and procedures:
 - A. Lieutenants can move laterally only with a reduction in rank.
 - B. Lateral moves will only be allowed after the effective date of this Agreement.
 - C. Subject to the rights of the City to fill vacancies, lateral moves will only be allowed when a vacancy occurs.

- D. Subject to the rights of the City to fill vacancies, after every Command Officer has had the opportunity to either accept or reject the vacant position, whatever position left vacant at the end may be filled from the rank(s) below Sergeant.
 - E. There will be no bumping of Lieutenants or Sergeants from one Division or Bureau to another.
 - F. When a vacancy for Sergeant occurs within any Division such vacancy shall be offered to all Officers in all Divisions, first by rank and second by seniority in rank according to the following procedure:
 - (1) Vacancy for Sergeant in Detective Division. Such a vacancy will first be offered to the Lieutenants, and then the Sergeants in the Uniform Division, first by rank and second by seniority in rank. If any Sergeant in the Uniform Division makes the lateral move into the Detective Division, he will then become the Junior Sergeant in that Division and shall have to attain two years experience in that Division in order to become eligible to test for the rank of Lieutenant.
 - (2) Vacancy for Sergeant in the Uniform Division. Such a vacancy will first be offered to the Lieutenants, and then to the Detective Sergeants, first by rank and second by seniority in rank. If any Sergeant in the Detective Division makes the lateral move into the Uniform Division, he will then become the Junior Sergeant in that Division and shall have to attain two years experience in that Division in order to become eligible to test for the rank of Lieutenant.
2. Except as provided for herein, this Agreement shall not be construed to abridge or limit the rights of the City of Southgate in filling vacancies within the Department when they occur, or mandate that they be filled when they occur, the parties recognizing that the City reserves and retains the right to fill any vacancy when it occurs in that the necessity for filling vacancies in the Department rests

solely within the Judgment and discretion of the City of Southgate.

3. For the purposes of this Agreement, the term "Division" is understood to mean the following: The Detective Division, and the Uniform Division which includes the Traffic Bureau and the Patrol Bureau.

ARTICLE XXVII

EXTENT OF AGREEMENT

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 law from the areas of collective bargaining, and that 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 waives the right and 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 or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVIII

TERMINATION

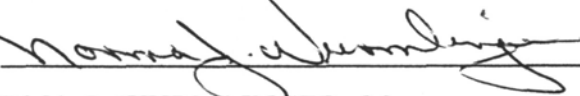
This Agreement shall commence on July 1, 1996, and shall continue in full force and effect through the 30th day of June, 1999, after which it shall continue in full force and effect until amended or modified.


Any party desiring to amend or modify such Agreement shall do so by serving notice upon the other not more than ninety (90) calendar days or less than sixty (60) calendar days prior to the termination date of this Agreement. Negotiations, upon timely notice of intent to amend or modify, shall commence not later than June 1, 1999.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives this 24th day of July, 1996.

WITNESSES:


CITY OF SOUTHGATE, A Michigan
Municipal Corporation

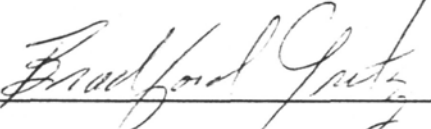
By: 
NORMA J. WURMLINGER, Mayor


By: 
THOMAS M. ALEXANDER, City Clerk


By: 
TERRENCE M. JARVIS, City Administrator

UNION: SOUTHGATE COMMAND OFFICERS
ASSOCIATION/POLICE OFFICERS LABOR
COUNCIL, MICHIGAN

By: 
JAMES LESZCZYNSKI, Union Representative

By: 
BRADFORD GRATZ, Union Representative

By: 
MARK CHRETIEN, Union Representative

By: 
DANNY N. BARTLEY, Field Representative,
Police Officers Labor Council

ATTACHMENT "A"
AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT:

By: _____

Last Name

First Name

Middle Initial

TO: City of Southgate, Michigan

Effective _____ I hereby authorize the City to deduct from

(Month, Day, Year)

my earnings \$ _____ per month to be designated by the Union as (1) Per Capita Tax; (2) Labor Costs; or (3) Local Administration Costs, or such other amount as the Union may certify as my share of cost of administration and negotiation of this and succeeding collective bargaining agreements with the City of Southgate. In consideration of the City of Southgate providing this deduction service, I agree to hold the City of Southgate harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due to me for any reason, that in further consideration of the City of Southgate providing this deduction service, to seek such refund from the Union. The amounts deducted hereunder shall be paid to the President of the Union at the address provided by the Union.

This Authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to the Union and the City of Southgate Finance Director upon termination of the Agreement or upon termination of my employment.

Employee's Signature

Street Address
Southgate, Michigan 48195

ATTACHMENT "B"
PAGER ALLOWANCE AND PROCEDURES

1. Command Officers in the Detective and Traffic Bureaus will be issued pagers.
2. Each Monday at the end of the work day and continuing until the start of the work day the following Monday for all off duty hours, one Command Officer in each bureau will be designated on a rotational basis as the on call officer.
3. In matters needing attention by a Detective or Traffic Safety Officer, the On-Call Officer of the Division/Bureau will be called first and the On-Call Officer will determine what officers or actions will be taken at that time.
4. If response is necessary, the On-Call Officer of each respective Division/Bureau shall be the one to contact the necessary personnel.
5. Rotation of on call scheduling will be scheduled for a period of six months coinciding with vacations. On call status subject to #2 above is not always possible due to vacation posting (i.e. officers off on posted vacation). However, the intent is to equalize assignments over a continuing period of time. The rotation of on call status may be adjusted by mutual agreement of the officers involved.
6. The OIC in the Patrol Division shall notify the On-Call Officer of the Detective Division/Traffic Bureau in matters needing their attention/input.
7. Off duty detectives or traffic safety officers other than the on call designee may be paged at any time (on an as needed basis) but response obviously will be limited due to the officers personal activities at the time of the page which may not enable the officer to respond.
8. On call officers reporting for duty shall be compensated per the call in provisions of the Collective Bargaining Agreement, Article XVIII, Section 1.
9. While on duty, pagers, if provided, shall be worn and response shall be mandatory on a timely basis subject to the officers' activities at the time of the page.



