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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF SOUTHGATE, MICHIGAN
AND
POLICE OFFICERS LABOR COUNCIL
SOUTHGATE PATROL OFFICERS' LODGE 110
JULY 1, 1996 - JUNE 30, 1999

Southgate, City of

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

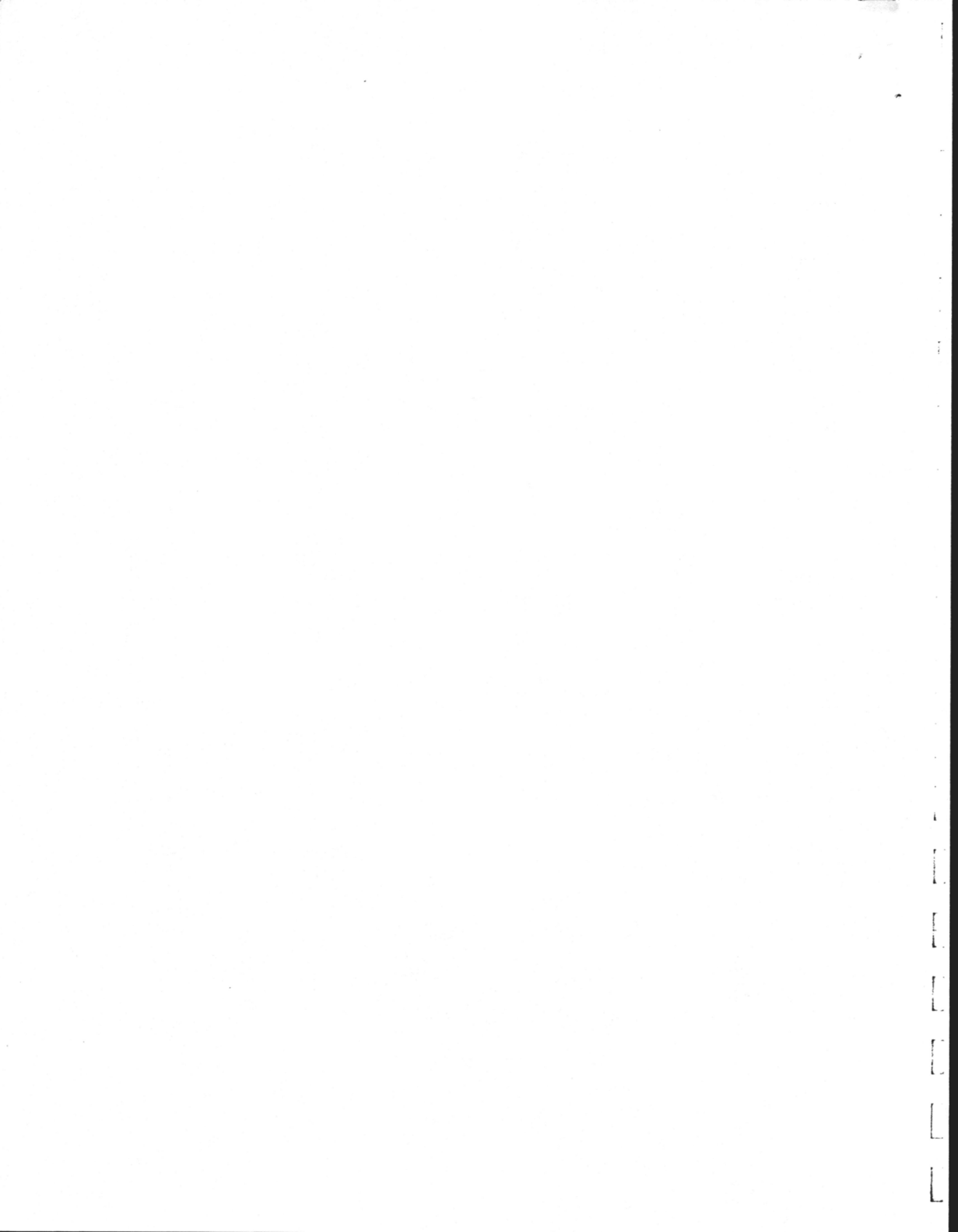
CITY OF SOUTHGATE, MICHIGAN

AND

POLICE OFFICERS LABOR COUNCIL

(SOUTHGATE PATROL OFFICERS' LODGE 110)

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COLLECTIVE BARGAINING AGREEMENT

This Agreement, effective July 1, 1996, between the CITY OF SOUTHGATE, MICHIGAN, 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.

SECTION 2. Definitions: "City" shall include the elected or appointed representatives of the City of Southgate, Michigan. "Union" shall include the elected Officers or representatives of Downriver Lodge No. 110, Police Officers Labor Council. "Employee" shall refer to bargaining unit members only, except as pertains to Article XI, Section 2(A)(1).

ARTICLE II

RECOGNITION

SECTION 1. This Agreement shall be applicable to all Patrolmen employed by the City of Southgate Police Department, but excluding the ranks of Chief, Deputy Chief, Lieutenants and Sergeants.

SECTION 2. The City recognizes the Union as the sole and exclusive bargaining representative of the bargaining unit above described.

SECTION 3. The City Charter and Act 78 of the Public Acts of 1935, as amended, are hereby incorporated in the Agreement. All members of the bargaining unit are required to reside in the City of Southgate. Residence for new employees will be required within six months after successful completion of the probationary period.

ARTICLE III

UNION SECURITY, DUES DEDUCTION, AND LODGE 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 therefore, 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.

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
(Month, Day, Year)

from my earnings \$ _____ per month to be designated by the Union as (1) Police Officers Labor Council 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

ARTICLE IV
UNION ACTIVITIES

SECTION 1. Employees or their elected 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. Elected Officers of the Union, not to exceed three (3) bargaining unit members, whose names shall be designated by the Union to the City, 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.

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 or Lodge notices or other non-malicious and non-political materials. Such board may be enclosed at the option of the Union. The cost to enclose the board shall be covered by the Union. The Board shall be identified with the Union name, and shall be used exclusively by the Union.

SECTION 4. At the City's request for purposes 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 released time for duty Officers, who are elected Union Officers, to attend Union meetings.

SECTION 5. Not more than two (2) elected Union Officers shall be allowed time off with pay to attend conventions of the Police Officers Labor Council, 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.

SECTION 6. Special Conferences: Special conferences for important matters will be arranged between the Union and the City or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the City and at least two (2) Officers of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those included in the agenda, and shall not include Active Grievances. The Officers of the

Union shall not lose time or pay for time spent in such special conferences. The Conference shall take place as soon as possible, but in no event, later than ten (10) calendar days after the request is received, unless extended by mutual agreement.

ARTICLE V

OTHER AGREEMENTS AND ORGANIZATIONS

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 provision of Act 78, Public Acts of 1935, as amended; provided, however, an employee's employment and seniority shall terminate if:

- A. The employee resigns, or
- B. The employee is discharged and is not reinstated, or
- C. The employee fails to give notice of intent to return to work within five (5) working days and/or fails to report for work within ten (10) calendar days after issuance of the City's notice of recall by certified mail to the last known address of such employee as shown by the City's records. It shall be the responsibility of the employee to provide the City with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the City of an acceptable reason, or
- E. The employee is retired, except as covered by Section 2.

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

- A. Seniority shall start on date of appointment.

- B. Must be continuous service.
- C. Reinstatement or return to Department by any Officer will place said Officer just above a probationary patrolman, but under any regular patrolmen, except:
 - 1. Any Officer returning to the Department from a self initiated disability retirement shall be credited only with the amount of seniority accumulated prior to his retirement; and
 - 2. Any Officer returning to the Department from a City initiated disability retirement shall be credited with full seniority, as if he was never on disability retirement.
- D. 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.

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 5.

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

SECTION 4. Shifts will be selected every six (6) months by seniority except for those officers assigned pursuant to the provisions of Article 21, Section 7. Shift changes are to be effective May 1 and November 1 of each year.

SECTION 5. Nothing in this Article shall be construed as a guarantee of work.

SECTION 6. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave time; providing, that to insure coverage of shifts, employees scheduled to work must inform the City of any voluntary trade of work days or leave days, and such originally scheduled employee shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the originally scheduled employee, and further provided:

- A. That mutual trades shall be allowed in no less than two (2) hour minimums.
- B. That no mutual trades shall be allowed if the employee is scheduled to work overtime.
- C. That no mutual trade shall be allowed if the mutual trade shall cause to act or create overtime.
- D. That mutual trades shall begin a shift or end a shift and shall be taken at no other time.
- E. That employees working the same shift shall not utilize paid leave time, with the exception of vacation time, to trade with each other.
- F. That mutual trades shall require eight (8) hours prior written notice unless permission to the contrary is given by the shift commander on a showing of urgent necessity.
- G. Mutual trades will be allowed between probationary and regular Patrolmen, as long as a shift has more or an even amount of regular Patrolmen on duty. Example: Three (3) regular - Three (3) Probationary; or Four (4) regular - Two (2) Probationary. Not acceptable would be: Two (2) regular - Three (3) Probationary.
- H. That any employee who is not working his regularly scheduled duty day because of a mutual trade shall not be eligible for overtime occurring during his regularly scheduled duty day.

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 wages, hours of work and conditions of employment legally in effect at the execution of this Agreement shall except as improved herein be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a result of the execution of 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 bargaining unit 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 purpose 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 physical 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. Physical examinations will be provided at either Seaway Hospital, or at another hospital health care facility that the parties mutually agree to.

SECTION 2. Flu shots shall be made available to each individual at least once each year under the tenure of this contract, and notice thereof shall be posted on the Department Bulletin Board.

SECTION 3. The City shall, at its expense, provide each employee with a copy of the physicians report within thirty (30) days of receipt of same 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. Patrol Division - An Officer of the rank of Lieutenant or Sergeant shall be on duty at all times.
 - a. There shall at all times be a minimum of five (5) patrol division employees on duty during any normal eight (8) hour shift.
2. Sergeants, but not Lieutenants, will be counted towards the minimum complement.
3. Traffic Division:
 - a. Shall consist of at least a Lieutenant, Sergeant and Patrol Officers.
 - b. When a Traffic Division Patrol Officer is assigned to a shift which overlaps the day shift a minimum of seven hours on Monday thru Friday, such individual shall be counted towards the minimum complement in the Patrol Division. If Patrol Officer is working step-up, he shall not be counted towards the minimum complement.
 - c. Should the Traffic Division be terminated, the provisions of Article VII, Section 4. will no longer be valid and, upon the request of the Union, the shift procedure will revert to that in effect prior to the adoption of this contract.

- B. Trips Outside City: The City will not use road Patrol Officers to take trips outside the City without replacing such Officers in accordance with the current minimum complement requirement of maintaining four (4) road Officers. This understanding is limited to trips outside of the following geographical area with the exception of Detroit Metropolitan Airport, the Rouge River to Middlebelt Road to South Huron River Drive to the Detroit River. The understanding is not

to be construed to preclude trips to the Flat Rock State Police Post, the Gibraltar City Police Station, or to the Dearborn City Police Stations, nor are Mutual Aid responses affected.

- C. Out-of-Class Pay: The senior Patrol Officer shall be assigned out-of-classification duties by his supervisor and shall be so compensated with out-of-classification pay when said person actually performs the duties of the higher classification.
- D. One and Two Man Units:
 - 1. Patrol Officers shall have the option of riding alone between the hours of 7:00 p.m. and 7:00 a.m.; however, an Officer's preference to ride as a two-man unit between those hours shall supersede another Officer's preference to ride as a single unit, regardless of seniority. Assignments for two-man units shall be determined first by volunteers on a seniority basis, second by rotation on the basis of inverse seniority.
 - 2. Notwithstanding the foregoing, the shift commander shall have the authority to cause one two-man unit to be in service during those hours. Assignments for that two-man unit shall be made by the shift commander.
 - 3. The City agrees that, as a matter of policy, a probationary patrolman will not ride alone or with another probationary patrolman; provided that the City shall not be required to call men in to accomplish this goal.
 - a) Officers with less than one year of full-time prior road experience shall be offered a practical and map test, as defined in the attachment, after completing six months of road experience after hire. Once an officer passes such tests, along with a two person consensus of their Shift Commander, Sergeant, and senior patrol officer, the officer will be allowed to ride as a single unit on any shift at any time of day.
 - b) Officers with at least one year of prior full-time road experience shall be given the practical and map tests, after completing ninety days of road experience after hire. Once the officer passes such tests, along with a two person consensus of his Shift Commander, Sergeant, and senior patrol officer, the officer shall be allowed to

ride as a single unit on any shift at any time of day.

- c) Officers that fail to pass the practical and map tests shall be given such tests every twenty-eight days following, or until the officer passes the tests.
- d) All officers, after completing one year of road experience after hire, shall be allowed to ride as a single unit at any time of day, regardless of the outcome of the results of any prior practical or map test given.

E. Equipment: Proper equipment such as helmets, nightsticks, flashlights, flashlight batteries, first-aid kits, shot guns 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 at weekly roll call. Lost, damaged, or stolen City equipment must be replaced by Officer if negligence or reckless disregard is demonstrated.

1. Helmets shall be the "riot-type" issued as part of the uniform and used as optional equipment.
2. Seat Belts shall be "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 - Durable flashlights shall be provided to each unit member by the City. Flashlights shall be returned to the City upon termination of employment. Flashlight batteries shall be issued to each unit member on the first day of every month.
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 who are required to keep units stocked.
6. Raincoats - The City shall issue to each Officer a raincoat which shall be new at the time of issue.

- F. Ammunition and Weapons: Ammunition shall be allotted to all employees for monthly shoots, and necessary practice, if qualification requirements are not met. 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, and will be mounted vertically if technically feasible.
1. The City shall maintain an indoor pistol range with the necessary supplies and equipment to maintain the above monthly shoots for qualifying in all weapons.
 2. All Officers covered by this Agreement shall be required to qualify with their basic weapon at least annually.
- G. Vehicle Equipment:
1. Screens of a material agreeable to both parties shall be provided to separate the front and rear seats in marked patrol division vehicles, to be installed no later than sixty (60) days from the date of delivery of the vehicle to the City.
 2. 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.
 3. P.R.E.P. type radios shall be regularly assigned.

SECTION 3. Education:

1. The City of Southgate shall pay for tuition and all required books for Police 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 six (6) Police 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 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 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 a Police Officer'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 Police Officer will provide the City with a semester schedule at the beginning of each semester and such schedule changes as they occur. The use of any vacation, personal business or other accrued time by any employee must comply with all other sections of this Contract, and not conflict in any way.
- 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. Police Officers 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 Twenty-Three and One-Quarter (\$.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 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 semester hours.
2. Police Officers 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.

SECTION 4. Police Training: The opportunity to attend schools offering Police training shall be, as nearly as practically possible, available to all Officers on an equalized basis.

ARTICLE XII

WAGES

SECTION 1. The salary schedule listed below shall be in effect for the term of this Agreement:

Effective 7/1/96

Rank-Patrolman	Annual	Bi-Weekly	Hourly	Overtime
Starting	29,251.04	1,125.04	14.063	21.095
1 Year	30,962.88	1,190.88	14,886	22.329
2 Years	33,200.96	1,276.96	15.962	23.943
3 Years	35,453.60	1,363.60	17.045	25.568
4 Years	38,833.60	1,493.60	18.670	28.005
5 Years	41,645.76	1,601.76	20.022	30.033

Effective 7/1/97

Rank-Patrolman	Annual	Bi-Weekly	Hourly	Overtime
Starting	30,128.80	1,158.80	14.485	21.728
1 Year	31,892.64	1,226.64	15.333	23.000
2 Years	34,197.28	1,315.28	16.441	24.662
3 Years	36,516.48	1,404.48	17.556	26.334
4 Years	39,998.40	1,538.40	19.230	28.845
5 Years	42,895.84	1,649.84	20.623	30.935

Effective 7/1/98

Rank-Patrolman	Annual	Bi-Weekly	Hourly	Overtime
Starting	31,033.60	1,193.60	14.920	22.380
1 Year	32,849.44	1,263.44	15.793	23.690
2 Years	35,222.72	1,354.72	16.934	25.401
3 Years	37,612.64	1,446.64	18.083	27.125
4 Years	41,198.56	1,584.56	19.807	29.711
5 Years	44,183.36	1,699.36	21.242	31.863

Only employees hired after October 3 1992 shall fall under the five year - to maximum pay scale.

SECTION 2.

- A. Officer Training Bonus: Those employees who meet all of the following criteria shall receive an Officer Training bonus of \$450.00.
1. Have scored 80% or higher on the last promotional examination administered; and
 2. Have not been promoted to the rank of Sergeant.
- B. The Officer Training Bonus will be paid for twelve (12) months of service, and while paid annually, shall be computed at the rate of one-twelfth (1/12th) of the annual amount for each month of service. Any Officer who has been paid the bonus and fails to take the next promotional examination and achieve a score of eighty (80%) percent or higher, or is no longer an employee of the City for any reason shall return a pro-rated portion of that year's bonus to the City, pro-rated by the day for each day on the payroll that contract year. The Officer Training Bonus shall be payable on or before the 16th day of July on a separate check.

SECTION 3. Longevity Pay: In addition to the salary set forth in the salary schedule in Section 1 above, employees shall receive longevity pay as follows:

- A. Employees shall become eligible to earn their first longevity step upon the 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. Employees shall receive longevity pay as follows:
- Five (5) years of service, One Hundred (\$100.00) Dollars, and for each additional year of service an additional Fifty (\$50.00) Dollars.

SECTION 4. Shift Differential Pay: The City shall pay a shift differential of the following amounts for work performed on such shift by employees assigned to such shift.

Afternoons	\$.50
Midnights and 8:00 p.m. to 4:00 a.m.	\$.50

- A. When a member of the Union is working overtime on a premium shift, the shift differential shall be added to the hourly wage before the time and one-half is figured.

SECTION 5. Overtime Pay: Overtime pay shall be paid for employees of the Police Department for all work in excess of their regularly scheduled work day (eight consecutive hours), or work days (160 hours in 28 days), under the present payroll plan. Such overtime shall be paid at the rate of time and one-half the normal rate, which for the purposes of this Agreement shall be deemed to be the annual salary of such employees as set forth in Section 1 of this Article, divided by 2,080 hours.

SECTION 6. Whenever overtime is required, the unit member with the least number of overtime hours shall be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the unit member did not choose to work or did not answer the telephone, will be charged to the unit member, at the same number of hours as accepted by the unit member working that overtime situation.

All attempts to call a unit member shall be made on telephone line 246-1370. The shift Officer in charge, when calling, shall state the employee's name, time and date on the telephone line prior to dialing, and shall let the phone ring a minimum of six (6) times. The Department's telephone tapes shall be conclusive evidence, as to whether or not the unit member was called properly.

The equalization list shall include all uniformed unit members, and on January 1 and July 1 of each year, the equalization list shall be re-established with each unit member subject to the equalization process being placed on the list in the relative position they occupied on December 31 and June 30, with all employees placed at zero.

- A. Unit members newly entered into the equalization group or returning from special assignments, shall be credited with the highest number of hours on the list.
- B. When contacted for an overtime situation, the unit member shall be advised of the total number of overtime hours being offered. If the overtime is accepted, the employee must accept all hours offered.
- C. Unit members accepting overtime work, but not appearing for such work, shall be credited on the overtime list with twice the number of hours originally accepted.

- D. Any unit member who is excused from work due to medical reasons, shall not be eligible to be called for overtime work, until the unit member returns to work, following such absence.
- E. The parties recognize and agree that the equalization process applies to all overtime exclusive of court time, and that there are occasions due to the nature of the service provided, that unit members 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; provided further, that to be counted against minimum manpower the employee shall be on patrol and the low employee on the equalization list available has been contacted to appear for work.
- F. In situations where the list has been exhausted, the unit member working immediately prior to the overtime situation with the least amount of seniority, shall be caused to fill the overtime situation.
 - 1. Unit members with prior posted vacation or personal time only shall not be ordered to work, per the provisions of (f) above.
 - 2. For purposes of this section, leave days attached to the employee's posted vacation, shall be considered to be part of the employee's posted vacation.
 - 3. In order to insure a mechanically orderly call procedure, members on vacation or personal time shall be called the same as any other member.
- G. For purposes of this procedure a "task in progress" shall be defined as a unit member's task such as, for example, an accident report; or finishing a trip to Wayne County General Hospital.
- H. Specialist Overtime situations such as breathalyzer tests shall only be offered to the low certified employee notwithstanding anything herein to the contrary.
- I. It is the intent of the equalization procedure that the low member always be called first and that an allegedly injured member be made whole upon the Union showing the error. In no event shall the amount owing exceed four (4) hours pay per individual bypassed for any single call or failure to call.
- J. The procedure contained herein is intended to replace the previous equalization period which occurred over a one-year period without compensation.

SECTION 7. Call-In:

- A. A minimum of four (4) hours call-in pay at time and one-half shall be guaranteed to an employee who is called in to work after the termination of his regular shift.
- B. The employee shall be eligible for the four (4) hours pay when notified to report for work regardless whether he is informed to cancel such notification unless he has refused such overtime on notification.
- C. When the specific task or assignment is completed by an employee who is called in to work after the termination of his regular shift, the commanding officer on duty shall release the employee.
- D. Any employee called in and then released before having worked four (4) hours shall be subject to any other recall that may occur within the same four (4) hour time period.
- E. The guarantee as to the minimum of four (4) hours call-in pay shall not apply to a recall, that is, to any employee who has been called in, released and is then recalled to return to work during, within, or before the expiration of his original four (4) hour call-in period.
- F. Should another call-in situation occur during the same four (4) hour period after an employee who was called in has been released, then the employee who was released shall be recalled and shall be obligated to return to work and to perform the task or assignment, provided the employee is qualified to do so, notwithstanding the fact that the new task or assignment is different than the task or assignment for which the employee was originally called in to perform.
- G. In the event an employee does not take or accept the second call-in, or is not available to accept same, then that employee shall only be paid time and one-half for only those hours or fraction thereof the employee actually worked during the original call-in, with no right to claim a minimum guarantee of four (4) hours if the hours worked are less.

SECTION 8. Compensatory Time:

- A. Patrol officers attending department required training or schools during off duty hours shall be compensated with the appropriate amount of compensatory hours instead of overtime pay. Compensatory time shall be computed at the rate of time

and one-half for all hours worked.

- B. The City may choose to compensate the employee with overtime pay instead of compensatory time, thereby controlling the maximum amount of banked time.
- C. The employee's 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 the time of the request, unless approved by the Chief or his designated representative.

ARTICLE XIII

PENSION

SECTION 1.

- A. The City shall continue its Act 345 contributions at 2 1/2% per year of service.
- B. For all employees the annuity factor shall be 2 1/2% for the first 25 years of service and 1% for each year thereafter.

SECTION 2. For employees hired after January 1, 1981, final average compensation shall include and be based upon base wage (which shall include out-of-class pay and shift differential), overtime pay, longevity pay, holiday pay, accumulated and accrued unused vacation days at the time of retirement, officer training bonus, gun allowance and cleaning and clothing allowance and one half of accumulated sick leave, to a maximum of one hundred (100) days. For employees hired prior to January 1, 1981, final average compensation will also include a maximum of two hundred (200) sick leave days if accumulated but not used per Article XV, Section 4.

SECTION 3.

- 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 4.

- 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 an 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 5. The parties agree that one hundred (100%) percent of the cost of hospital 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 6. 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 unit 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 XIII, Section 1. 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 retiree 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 retiree's death.

SECTION 7. 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 the member had (1) retired effective the day preceding the date of his death, (2) elected option I 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 XIV

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 and 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 accumulative, 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 and all employees having over ten (10) years of service, shall be governed by the following vacation

programs: At the end of:

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

- 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 1 and October 31. Winter vacations shall be taken between November 1 and April 30.

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 based upon bargaining unit seniority. First by seniority in rank; second by seniority in the Department.
- B. Patrol Division shifts shall allow two (2) unit members off on vacation simultaneously provided that no Command Officers from the same shift are off on vacation at the same time. There shall be allowed one Command Officer and one Patrolman off.
- C. In the event that the Department goes to three (3) steady shifts, when there are only two officers off on leave day (counting Command Officers) and no Command Officer is on scheduled vacation, three (3) Patrol Officers may be off on scheduled vacation.

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 vacation. Vacation lists will be posted as follows:

WINTER: October 1

SUMMER: April 1

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.

Any employee returning to work from disability leave status shall be allowed to repost vacation time originally posted, but not taken due to disability or illness.

The employee may repost the time during the remaining vacation period, consistent with the procedure of allowing two shift members off on vacation simultaneously, provided no Command Officers are off on vacation at such time. However, the employee shall not be allowed to bump any vacation already posted during that period.

The employee may also choose to post this vacation time in the next vacation period as his second choice.

Vacation choices that subsequently become available may be filled based on seniority; however, only one change will be allowed.

SECTION 7.

Winter and Summer vacations may be split with seniority applying to employee's first choice only. Second half of the vacation choice shall be made after all other employees have made their first choice.

ARTICLE XV

LEAVE TIME

SECTION 1. Accumulation of Sick Leave Credits:

- A. For the purposes of this Section, "Sick Leave Day" shall mean an eight (8) hour work day.
- B. Until Section 1(c) shall be applicable to him, each employee shall acquire 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 1 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 prior 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 this Article shall be any calendar month in which the employee actually worked or was on scheduled vacation, scheduled funeral leave, scheduled Police Officers Labor Council days or workmen's compensation injury, 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 illnesses for the next six (6) month period. After an employee is off three (3) consecutive scheduled work days he shall be required to furnish to the City on the employee's next regular scheduled work day a medical certification as defined below.
- B. Any employee who habitually takes sick days, on the day preceding or following the date a holiday is celebrated or a vacation commences or terminates, or utilizes such days to extend days off upon change of shift, 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 combinations of incidents of usage of such days in such manner in any six (6) month period.

1. 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.

SECTION 3. Personal Leave:

A. 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. Upon execution of this contract, employees hired prior to January 1, 1981, shall be credited with three (3) additional personal business days for calendar year 1992 and will receive an additional three (3) personal business days in calendar year 1993. These days shall not be charged against sick leave and shall be used by December 31, 1993. Thereafter, these employees shall receive three (3) additional personal business days each calendar year until they leave this bargaining unit.

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. Personal business shall be subject to approval by the Chief of Police or Deputy Police Chief.
3. In the event multiple requests are made for personal leave, approval will be granted to the employee with the least number of incidents of use of personal leave in the calendar year. The Department shall not be required to make the determination until forty-eight (48) hours before the time requested is to be taken off, notwithstanding that any such request was made earlier than that.

4. Personal business shall be taken in two (2) hour minimum increments and full hourly increments thereafter unless overtime is created, in which event personal business shall be taken in four (4) hour increments unless it is being used for schooling, as defined in Article XI, Section 3, Education, in which case it shall be taken in two (2) hour minimum increments.
- B. Funeral Leave: An employee shall be allowed, without loss of pay, upon 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 or parent.
 2. Up to three (3) days for brother, sister, parent-in-law, brother-in-law, or sister-in-law.
 3. Up to two (2) days for 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.
- C. Military Leave: If an employee is an actual member of the National Guard or a Reserve Unit on or before November 12, 1986, and is called to serve with his Unit for any reason, will be compensated by the City while such duty lasts, up to and including thirty (30) days. The employee's seniority will continue while he serves. Amount compensated by the City will be the difference between Military and Regular pay.

1. National Guard commitment for single days of training will 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 on or before November 12, 1986, shall be covered by the provisions of the previous Contract and the Grievance Arbitration pertaining to same.
- D. **Leave of Absence:** Upon written application from an employee, the City in its discretion may grant a written leave of absence without pay for good cause as 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 by 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.
- E. **Maternity Leave:**
1. Medical Leaves requested due to maternity shall be submitted to the Police Chief and must be accompanied by a doctor's statement that the employee is unable to work and stating the reason therefor. Such leave must be authorized by the Police Chief.
 2. Maternity Leaves shall have a duration of up to four (4) months and shall be subject to extensions by the Council with medical proof, upon request of the employee.
 3. All leave requests shall state the exact date on which the leave begins and the estimated date on which the employee is expected to return to work.
 4. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from her job without recourse.
 5. No employee shall return to work prior to the expiration of her leave unless otherwise agreed to by the City.
 6. Employees requesting maternity leaves will be permitted to work beyond

the sixth (6th) month of pregnancy upon the employee's written request which is accompanied by a statement from her physician certifying her continued physical ability to perform her job.

- F. Replenishment of Credits: At the end of the calendar year, accumulated unused credits shall be carried forward, with a two hundred (200) day accumulation.
- G. Injuries obtained and incurred while on duty shall not be deducted from sick leave credits. In the event it is determined that an injury is duty related and so found compensable under the workers compensation status, the City shall pay the difference between an employee's regular base salary and his regular workers compensation benefit for a period of one (1) year.

SECTION 4. 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 be entitled to compensation equivalent to 50 per cent of a maximum of two hundred (200) days.

- A. Employees resigning shall receive one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate.
- 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. Longevity is the only exception and is pro-rated from the employee's anniversary date.

SECTION 5. Sick Leave Bonus:

- A. Any employee utilizing sick time per year, between January 1 and December 31 of any year, in accordance with the following schedule shall be entitled to the bonus days as indicated by said schedule:

<u>Sick Days Utilized</u>	<u>Vacation Bonus</u>
5 days or more	0 Bonus days
not more than 4 days utilized	1 Bonus days
not more than 3 days utilized	2 Bonus days
not more than 2 days utilized	3 Bonus days
not more than 1 day utilized	4 Bonus days
no days utilized	5 Bonus days

- B. 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.
- C. 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.
- D. 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 XVI

INSURANCE

SECTION 1. Life Insurance: The City, at its cost, shall obtain for each active duty employee, term life insurance which will pay \$25,000.00. The employee shall be authorized to provide, at his own expense, additional coverage or benefits for himself or his dependents.

SECTION 2. Medical and Hospital Insurance: The City shall be obligated to assume the full cost of only Blue Care Network, Health Alliance Plan or Blue Cross Preferred Provider Plan (Trust 15/Plus 15), at not less than the mvf-1 level with COMP semi-private, D45NM, SAT@, SOTPE, and Master Medical 3 riders and shall include the family plan \$5.00 deductible APDBP prescription drug rider, or equivalent medical insurance. Traditional Blue Cross/Blue Shield coverage as previously provided will not be made available.

SECTION 3. All retirees shall receive the following benefits:

- A. The City shall, at its cost obtain for each retiree, Life Insurance 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 June 30, 1988, including the retiree only \$5.00 deductible prescription drug rider.

SECTION 4. All employees covered under this Contract shall receive copies of policies for amounts specified in Contract or riders.

SECTION 5. 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 6. Dental Insurance: The City shall provide and pay the premiums for an 80/20 Dental Insurance Program with a \$1,000 annual maximum benefit and a \$2,000 lifetime orthodontic benefit for employees and eligible dependents.

SECTION 7. Optical Insurance: The City will provide a Blue Cross - Blue Shield 80/20 Optical Insurance Plan for active employees and eligible family members only.

SECTION 8. Employees will be permitted to add non-covered dependents to the medical, dental and optical plans in effect at the employee's sole expense, and it shall be the employee's obligation to complete any and all forms, questionnaires, applications, etc., requested by the insurance company, and to remit all payments for such premiums on or before the due dates.

SECTION 9. Sick and Accident Insurance: To be eligible for either non-duty 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.
- D. Furnish the insurer with proof of disability upon request.

SECTION 10. Sickness and Accident Insurance: Sickness and accident benefits shall commence only in accordance with the schedule hereinafter set forth:

- A. For an accident, benefits shall start on the eighth day or part thereof of disability unless an employee is confined to a hospital for five 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 to a hospital only if confinement is for at least 18 consecutive hours, or if the hospital makes a room and board charge.

SECTION 11.

- A. 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.

- 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. 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.

SECTION 12.

- 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 13. 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, or
- B. On layoff, or
- C. Has quit his employment, or
- D. Has been discharged for cause, or
- E. Is receiving Workmen's Compensation Benefits, or
- F. Collecting benefits under any other wage continuation program provided by the City except sick days, it being understood that the employee may elect coverage under one program at a time subject to this Agreement.
- G. Employee privately funded insurance benefits shall not be affected by this Section.

SECTION 14.

- A. 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 rebates earned without condition.

- B. All benefits shall be subject to standard pre-printed provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible new employees shall become effective not later than the first day following such employee's sixtieth (60th) calendar day of employment.
- D. When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, 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.
- E. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, state, 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; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate, compulsory governmental sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement supplementing compulsory policies if necessary; provided further, that the City shall neither cancel nor alter benefit levels as a result of compulsory insurance without the mutual agreement of the Union.

ARTICLE XVII

UNIFORM ALLOWANCE

SECTION 1.

- A. The City shall pay each employee of the Police Department, as uniform allowance, the sum of \$690.00 per year, one-half (1/2) payable on or before the 16th day of January and the other one-half (1/2) payable on or before the 16th day of July. This amount shall increase to \$760.00 per year, effective July 1, 1994.
- B. The City shall, in addition thereto, pay each employee of the Police Department, as cleaning allowance, the sum of \$380.00 per year, payable one-half (1/2) on or before the 16th day of January, and the other one-half (1/2) payable on or before

the 16th day of July. This amount shall increase to \$550.00 per year, effective July 1, 1994.

C. Any uniform change caused by the City, the initial cost shall be paid by the City.

SECTION 2. The City shall pay each employee of the Police Department, as weapons qualifications allowance, the sum of \$465.00 per year, payable also on or before the 16th day of April. This amount shall increase to \$535.00 per year, effective July 1, 1994. Gun allowance requires qualification annually with Department and off-duty weapons. The minimum qualifying standards shall be those in effect as of June 30, 1988, using the Department course and scoring procedures as of that date.

SECTION 3. Probationary Police Officers, upon successful completion of recruit training school, shall be treated as follows with respect to allowances provided for in this Agreement:

- A. Mileage shall be paid based on five (5) probationers per vehicle if the City does not supply a vehicle for probationers to attend the school designated by the City.
- B. Cleaning allowance shall be pro-rated for the portion of the year remaining upon successful completion of recruit training school, and Probationary Officers shall not be entitled to a cleaning allowance for the period spent in recruit training.
- C. Gun allowance shall be pro-rated for the portion of the year remaining upon successful completion of recruit training school, and Probationary Officers shall not be entitled to a gun allowance for the period spent in recruit training.
- D. Uniform allowance shall not be paid to Probationary Police Officers other than for the City basic issue uniforms. Upon successful completion of the probationary period, uniform allowance shall be pro-rated for the portion of the year remaining.
- E. Probationary Police Officers shall not be entitled to either overtime or compensatory time for the time spent in recruit training or travel to or from recruit training.
- F. Probationary officers shall receive pro-rated benefits for all contractual items for the portion of the year remaining upon the start of their probationary period.

ARTICLE XVIII

HOLIDAYS

Holidays with pay at regular rate shall be as follows:

New Year's Day
Washington's Birthday
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 fall on an employee's leave day, he shall receive pay at the regular rate plus a regular day's 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 day's pay at time and one-half, in addition to a regular's day's 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.

SECTION 2. Lump Sum Holiday Payment: The parties agreed that holiday pay would be paid in one lump sum as follows:

- A. Paid the first pay day in October.
- B. Paid at the wage rate then in effect at the time payment is made.
- C. Payment is limited to payment for holidays excluding holiday pay for working such day.

SECTION 3. The City will provide a \$50.00 cash holiday payment to be paid commencing the second pay in August of each year to seniority Patrolmen only.

ARTICLE XIX

COURT TIME

SECTION 1. Twentieth-Eighth District Court: Employees scheduled for the 28th District Court shall be reimbursed at the rate of time and one-half (1 1/2) with a two (2) hour minimum.

SECTION 2. Other District, Circuit and Probate Courts, and Michigan Secretary of State, Driver License Appeal Division: Members of the Patrolmen's Association 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 of the 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. Copies of the grievance and replies shall be forwarded to the Safety Commission of the City of Southgate.

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 late 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 Michigan Employment Relations Commission (MERC) in accordance with the then-applicable rules and regulations of MERC. 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 incases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received less 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. The 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 F.O.P. 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 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 provisions 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 employees of the Southgate Police Department, and additional copies shall be provided on request of the Union.

SECTION 3.

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority, consistent with the Charter, Act 78 and the expressed terms of this Agreement, including but not limited to Section 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 the City, passing upon Ordinance 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 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.

SECTION 4. It is understood and agreed that any increase in Department manpower over that existing on January 1, 1972, shall permit the Department to deploy a "night support unit" in addition to the normal Day, Afternoon, Night and Swing platoons.

SECTION 5. It shall not be considered the normal duty of a Police Officer as part of his employment to participate in the duties shown below:

- A. Non-emergency crossing guard duty.

- B. Animal control duty assignment, except for emergency animal control. The City will provide a snubber and an animal cage at the Police Station for use by Police Officers.
- C. Maintenance of City Police Buildings, offices and real property (exclusive of police equipment).
- D. School and service club lecture and teaching assignments. Such assignments shall be on a volunteer basis only, subject to the prior approval of the Police Chief. This does not include assigned school liaison or school traffic Safety Officers.
- E. Bank details - except for bank escort for the City Treasurer's Office and for an occasional request by individual concerns, where abnormally large sums of money are involved.
- F. Police Officers shall not be required to take animal bite reports while there is an assigned animal warden on duty.

SECTION 6.

- A. Members shall not wear beards of any type, including goatees.
- B. Trimmed mustaches are permissible. Same shall be trimmed so as not to exceed past an imaginary line parallel to the edge of the mouth.
- C. The hair shall be clean, well groomed and of reasonable length, consistent with current fashion and safety. Hair shall not extend past the top of the shirt collar or the bottom of the ears, which should be seen however slight.
- D. Sideburns are permissible provided they are neatly trimmed and not bushy. They shall not exceed an imaginary line parallel to the bottom of the ear. The natural flare is permissible. Mustaches and sideburns shall not connect.

The intent of the grooming code is to promote a fair and reasonable guideline for all Officers of the Southgate Police Department. It is expected that Command Officers use some discretion in the enforcement of the grooming code and if an Officer is presentable in the Command Officers opinion, no action shall be taken. When action is warranted, the following procedure for violations will be followed:

Procedure for Grooming and Dress Code Violations

1. Command Officers shall issue a verbal warning on any grooming violation. Failure to comply will result in a written warning that the code must be complied

within three (3) days or disciplinary action will be taken. The aggrieved Officer may appeal to the grooming and dress committee, which shall consist of the Chief of Police and Chairman of the Grievance Committee, and a third member mutually agreeable and picked by the other two. If the third person cannot mutually be agreed on, then one of the Southgate Police Department Chaplains will be used. If no Chaplain agrees to participate, then the Chaplains shall meet and select a third member. Appeal must be made within a three (3) day period (excluding Saturday, Sunday and Holidays). The Committee shall advise the Command Officer and grievant in writing within twenty-four (24) hours of their decision.

2. Command Officers shall inform any Officer at roll call of a dress code violation that needs attention. The Officer will be allowed to correct the violation as soon as reasonably possible. If the Officer disagrees with the Command Officer, he will correct same and then he may appeal to the Grooming and Dress Committee, who will check the Article in question and advise the Command Officer and grievant in writing within twenty-four (24) hours of their decision. The two-thirds (2/3) majority vote shall govern the Committee's decision.
3. Uniform hats shall remain a part of the Department Official dress and shall be worn at the discretion of the Chief of Police.

EXAMPLE: City functions, parades, funerals, traffic and crowd control, or other functions requiring 15 minutes or more, outside of the patrol vehicle. Riot Helmets shall be worn when required. Winter caps and Uniform hats may otherwise be optional wear, but Officers are expected to use uniformity regarding same.

EXAMPLE: Two Officers assigned to a patrol vehicle - either no hats for both Officers or both Officers to be wearing hats.

SECTION 7. Patrol Division Shift Bid: On January 1 and September 1 of each year the City shall post three (3) bid sheets for the purpose of Patrol Division Officers bidding their preferred shift and this shall be done by seniority. However, all Officers with less than two (2) years seniority shall be assigned to a shift by the Chief of Police and the balance of the unit members shall then bid by seniority, each having one (1) working day to make his choice after

his senior officer has chosen. Officers assigned out of their bid slot shall be returned to that slot after the reason for assignment has ended. In the event a shift becomes uneven due to unforeseen extended absences, an Officer from another shift may volunteer to transfer to the temporary vacancy, and in the event there are no volunteers, the City may fill such vacancy by transferring an Officer with the least amount of seniority from another shift.

Unforeseen extended absences are defined as: Two or more Officers being off for four (4) weeks or more, on the same shift, at the same time and is not to include the termination of employment by death, retirement, suspension or discharge of an Officer.

SECTION 8. Leave Day Bid: Patrol Division Officers will post eight (8) leave days for a twenty-eight (28) day cycle. Leave day bid selection shall be based upon bargaining unit seniority. Leave days are to be in effect for the term of the shift bid.

A maximum of three (3) unit members may be scheduled off on leave day simultaneously, provided that no Command Officer from the same shift is scheduled for leave day on the same day. If a Command Officer is scheduled for a leave day, only two (2) unit members will be allowed to schedule that day off.

Each Officer may post four (4) consecutive leave days only once during the bid process. All other selections shall be for a maximum of two (2) consecutive leave days.

SECTION 9. A copy of any written rule, regulation, general department order or procedure shall be provided to the grievance committee by the City upon issuance.

SECTION 10. Accident Investigation Board: The City shall maintain an Accident Investigation Board for the purpose of investigating and making recommendations to the Chief of Police concerning the responsibility and circumstances involved in Department Accidents involving unit members. Board shall consist of three (3) members: Traffic Lieutenant, Non-involved Command Officer, and an Elected Union Representative.

SECTION 11. Reserves:

A. The City may utilize the services of Reserve Police with or without regular sworn Police Officers:

1. Traffic control;
2. School and church sponsored sporting events;
3. Sentry duty, for example, guarding a burned building, an area devastated by a natural disaster such as a flood, tornado, hazardous material;

4. Patrol parking area and grounds during functions, such as, for example, plays, school sporting events, school concerts, bingos sponsored by school and civic organizations.
 5. In the event the school district or any church sponsoring a sporting event agrees to reimburse the City for overtime costs incurred, the City shall use regular employees in addition to the Auxiliary Police for those events.
- B. A minimum of two (2) regulars will be used when Reserve Officers are used for a purpose other than those listed in Section A above at events such as, for example, Heritage Days, church festivals, rock concerts and carnivals.

SECTION 12. Light Duty:

- A. There is no guarantee of a light-duty assignment. Each light-duty case will be based on its merits (Type of Injury). Light-duty assignments are for duty-related incidents only. Assignments will be determined by the Administration when the medical facility places Officer on light duty.
- B. Assignments that may be available are desk duty, office duty, jailer duties, traffic surveys, and other surveys in unmarked unit, assisting youth bureau, and crime prevention with training films; video taping, and other non-hazardous details.
- C. Officer will be re-evaluated at medical facility if unable to perform light-duty assignment.
- D. Officers on light duty are not eligible for overtime.
- E. Officers may remain on their regular shift or be assigned duties away from his regular shift, and will not be counted toward minimum complement.
- F. If assigned to duties away from his regular shift, he will return to regular shift when released from light-duty status after twenty-four hours.

ARTICLE XXII

DISCIPLINARY PROCEDURE, CRIMINAL COMPLAINT

SECTION 1. Whenever any written complaint or charge shall be brought against a Police Officer subject to this Agreement, wherein if the facts alleged to be true, such Police Officer would be guilty of a violation of criminal law, the following procedure shall be utilized:

- A. The Police Officer named in such written complaint shall be advised of the nature of such offense with sufficient particularity to enable such Police Officer to answer such allegations if such Police Officer should elect to do so.
- B. The Police Officer shall be advised of his right to remain silent, and that should he give up such right, anything he says or has said may be used against him.
- C. The Police Officer shall be allowed the opportunity to obtain the advice of Counsel before he is required to make any statement; provided, however, that any report normally required of such Officer in the routine performance of his duties shall be filed as prescribed by the regulations of the Department.
- D. The Police Officer shall not be required to give any statement against himself, and if such Police Officer elected to refuse to give such statement, such refusal shall be in writing, citing the basis of such refusal, if any.

SECTION 2. The Union further acknowledges that it understands that the results of any investigation into the conduct of a Police Officer may be forwarded to an appropriate law enforcement agency including a Public Prosecutor, and become part of the Police Officer's permanent employment records, which may be disseminated to other agencies with a need to know or to inquiring employers, should such Police Officer see fit to cite his employment with the City.

SECTION 3. The Union acknowledges that the City may suspend a Police Officer charged with a criminal offense without pay or may reassign such Officer to non-sensitive duties within the Police Department, no other portion of this Agreement notwithstanding, while such Police Officer is under investigation; the Union further understands and agrees that reassignments may become suspensions when, in the opinion of the City, the circumstances so warrant.

SECTION 4. This Article is not intended to cover non-criminal disciplinary procedures.

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

EMPLOYEE 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 Know 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 XXV
PROMOTIONS

Promotions to the rank of Sergeant shall be governed by Act No.78 of the Public Acts of 1935, as amended, except where specifically provided otherwise hereunder:

- A. Commencing January 1, 1988, no law, policy or procedure covered in this Agreement or otherwise shall be construed to require the City to appoint, assign or promote members of the Unit to the rank of Sergeant, notwithstanding the creation of a vacancy in that rank or any other rank in the command or administration of the Department.
- B. Those Officers currently employed by the City or in training as of November 12, 1986, will be promoted on the following basis:
 - 1. By seniority upon successfully passing a proficiency test;
 - 2. Should the City decide to fill a vacancy, and an eligibility list does not exist, the Mayor shall request the Fire and Police Civil Service Commission to create a test and certify those eligible for promotion;
 - 3. The Fire and Police Civil Service Commission shall administer a proficiency test covering the following subjects: Current City Ordinance, Rules and Regulations, Policies and Procedures of the Southgate Police Department, Applicable State Statutes;
 - 4. At least sixty (60) days before the test, the Commission shall furnish each applicant for promotion a bibliography identifying the source material used to compile the test covering the subjects specified above;
 - 5. The proficiency test shall consist of non-essay questions, not to exceed a maximum of one hundred fifty (150) questions;
 - 6. The test shall be scored on a pass/fail basis - a minimum of Seventy (70%) percent shall be considered a passing score;
 - 7. Any eligibility list created shall be maintained for a period of two (2) years from the date certified by the Civil Service Commission, consistent with the provisions of Act 78;

8. The eligibility list created by the Civil Service Commission shall rank those members who pass the proficiency test, in the order of highest seniority;
 9. At such time as the Civil Service Commission is unable to establish an eligibility list from those employees eligible to take a proficiency test due to the lack of successful candidates, the promotional system shall revert to the promotional system below, Article XXV, Section (3);
- C. All employees hired after November 12, 1986, shall be promoted to Sergeant in accordance with the provisions of Act 78 of the Public Acts of 1935, as amended, using as criteria written and oral examination, seniority points as determined by the Fire and Police Civil Service Commission.
 - D. Both the City and Union, for mutual consideration, agree that no changes or modifications to Article XXV of this Agreement shall be negotiated or subject to mediation or Act 312 Arbitration prior to July 1, 1997.
 - E. When the City fills a vacancy in the COA under the provisions of Article XXVI, "Lateral Transfers", of the Collective Bargaining Agreement between the City of Southgate and Downriver Lodge 110, Police Officers Labor Council, Lieutenants and Sergeants, January 1, 1983 - June 30, 1987, the City shall fill the Sergeant vacancy created by promoting a Patrolman by the system then in effect. This provision shall not be construed to require the City to fill any vacancy on or after January 1, 1988, notwithstanding the creation of a vacancy in that rank or any other rank on or after January 1, 1988, unless the vacancy was created as the result of a lateral move.

ARTICLE XXVI
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 bylaw from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly, waives the right and agrees that the other shall not be obliged to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters 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 XXVII
TERMINATION

SECTION 1. This Agreement shall be effective the 1st day of July, 1996, and shall remain in force and effect to and including June 30, 1999.

SECTION 2. The parties agree that, upon timely notice, commencing not later than June 1, 1999, they will undertake negotiations for a new agreement for a succeeding period.

SECTION 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

SECTION 4. 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 nor less than sixty (60) calendar days prior to the termination of this Agreement.