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9/30/99

A G R E E M E N T

by
and
between

POLICE

THE CITY OF STURGIS

and

POLICE OFFICERS LABOR COUNCIL

OCTOBER 1, 1995 - SEPTEMBER 30, 1999

Sturgis, City of

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AGREEMENT

This Agreement, entered into as of the 1st day of October, 1995, by and between the City of Sturgis, a municipal corporation, with its offices located at 130 North Nottawa Street, Sturgis, Michigan 49091, hereinafter referred to as the "CITY", and the Police Officers Labor Council, hereinafter referred to as the "LABOR COUNCIL".

PURPOSE AND INTENT

The general purpose of this agreement is to promote orderly and peaceful labor relations for the mutual interest of the CITY, its police officers, and the LABOR COUNCIL. The CITY and the LABOR COUNCIL agree to abide by the terms and provisions set forth herein for the duration of this agreement.

DEFINITIONS

For the purpose of this agreement, the following words shall have the following meanings:

- (a) Discharge: For the purpose of this agreement discharge shall mean the permanent separation of an employee from the payroll of the CITY.
- (b) Fringe Benefits: As used herein, the term fringe benefits is used to encompass items such as vacations, holidays, insurance, medical benefits, pensions and other similar benefits under his employment or union contract in addition to direct wages.
- (c) Past Practices: Existing CITY practices, sanctioned by use and acceptance, that are not specifically included in this collective bargaining agreement except perhaps by reference to their continuance, shall be termed past practice.

- (d) Workweek and workday: The workweek shall be forty (40) hours for regular, full-time employees, including meal periods. A workday shall mean eight (8) hours.
- (e) Overtime: Overtime shall consist of authorized work in excess of the number of hours in any scheduled workday or workweek.
- (f) Promotion: A promotion shall mean a change in employment to a position class which is of a higher maximum salary.
- (g) Reclassification: Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- (h) Transfer: Transfer shall mean a change in employment to another position in any class which is one of the same maximum salary in similar duties and qualifications.
- (i) Salary Step Increase: A salary step increase shall mean an increase in compensation to the next higher step in the same pay range on the employee's anniversary date of hire.
- (j) Longevity: Longevity pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specific intervals in accordance with a set schedule.
- (k) A vacation day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal workday.
- (l) Shift Personnel: "Shift Personnel" as used herein shall mean all members of the bargaining unit, except the detective, the records clerk and the humane officer.
- (m) Use of Pronouns: Wherever herein there is used a pronoun, i.e., he, she, him, her, etc., such word shall mean the "employee" and shall have no reference to sex.

RECOGNITION

Section 1. Collective Bargaining Unit. The CITY hereby recognizes the LABOR COUNCIL as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment for all employees of the Sturgis Police Department who are included in the Bargaining Unit and the Humane Officer.

The Bargaining Unit is described as follows:

- (a) All Sturgis police officers, excluding the Chief of Police; and
- (b) The Sturgis Humane Officer; and
- (c) The civilian dispatchers; and
- (d) The records clerk.

UNION SECURITY

Section 2. Agency Shop. As a condition of continued employment, all employees included in the Bargaining Unit, within thirty (30) days from the date of their employment within the Sturgis Police Department or the effective date of this Agreement, whichever is later, shall become members of the LABOR COUNCIL or pay a service fee to the LABOR COUNCIL for labor services as uniformly required by the LABOR COUNCIL for the duration of this Agreement. Employees shall be deemed to be in compliance with this section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 3. Checkoff. The CITY agrees to deduct from the wages of its employees covered by this Agreement service fees uniformly required by the LABOR COUNCIL, provided the LABOR COUNCIL first furnishes to the CITY an authorization for checkoff of such service fees signed by the employee involved. Upon deduction, the CITY shall remit such deductions to the LABOR COUNCIL on or before the fifteenth (15th) day of each month. Deductions shall commence the first full month following receipt by the CITY of the signed checkoff authorization form from each employee, provided the employee shall have earned sufficient pay to cover such obligation. Such written authorization shall be irrevocable for the duration of this agreement and shall automatically renew itself for one (1) year periods thereafter unless the employee gives written notice of its termination of said authorization to the CITY and the LABOR COUNCIL at least fifteen (15) days prior to the termination or anniversary date of this agreement. The LABOR COUNCIL shall certify the amount of the service fees to the CITY.

Section 4. Savings Clause. The LABOR COUNCIL agrees to indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided herein.

Section 5. Labor Council Conventions. Up to two (2) employees who have been elected to attend state and national LABOR COUNCIL conventions shall be allowed time off without pay to attend

such conventions. Such time off shall not exceed five (5) working days.

MANAGEMENT'S RIGHTS

Section 6. Operation. Nothing in this agreement shall be deemed to limit or restrict the CITY in any way in the exercise of its customary functions of management, including the right to make such rules relating to the operation of the police department as it shall deem advisable and which are not inconsistent with the terms of this agreement. The CITY shall have the sole and exclusive right to manage and operate the police department in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right:

- (a) to determine all matters pertaining to the services to be performed by the police department, the methods, procedures, means, equipment and vehicles required to provide such services;
- (b) to determine the nature, number of facilities, and vehicles to be operated by the police department;
- (c) to establish classifications of work and the number of personnel required;
- (d) to direct and control all operations;
- (e) to discontinue, combine, or reorganize any part or all of the police operations;
- (f) to maintain order and efficiency;
- (g) to continue and maintain its police operations as in the past;
- (h) to study and use improved methods and equipment and to use outside assistance either in or out of the department; and in all respects,

- (i) to carry out the ordinary and customary functions of management.

Section 7. Rights. The CITY shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to provide and assign relief personnel; to establish and change work schedules; to establish and determine work loads, provided, however, that these rights shall not be exercised in violation of any specific provision of this agreement, in particular the provision pertaining to promotional procedures, and as such, they shall be subject to the grievance and arbitration procedure established herein.

Section 8. Limitations. The LABOR COUNCIL hereby agrees that the CITY retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this agreement. However, nothing herein contained shall limit the right of the LABOR COUNCIL or an individual employee to avail themselves of the grievance procedure in order to question alleged violations of any state or federal law regarding the safety, health, or working conditions of the employees or any condition that may be deemed to be unsafe even though not a violation of the law.

SENIORITY

Section 9. Seniority Definition. Seniority shall be defined as the length of an employee's continuous service with the police department commencing upon completion of the probationary period and dating retroactively to his or her last date of hire. Rank shall occur in a pro-rata basis. Seniority but pt. this seniority shall mean the length of continuous service commencing from the date of the employee's service in a particular rank. Employees in the same classification, hired on the same date, shall be placed on the seniority list in order of written examination scores. The application of seniority shall be limited to the preference especially recited in this agreement.

Section 10. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months after which time their seniority shall be as of their last date of hire. Until an employee has completed the probationary period, he or she may be laid off or terminated at the CITY's discretion without recourse to the grievance and arbitration procedures. The LABOR COUNCIL shall represent probationary employees for the purpose of collective bargaining in respect to their rates of pay, wages, and hours of employment.

Section 11. Seniority Roster. The CITY shall maintain a roster of employees arranged according to seniority showing name, rank, and seniority date. An up-to-date copy of the seniority list shall be furnished to the LABOR COUNCIL every six (6) months.

Section 14. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests within twenty-four (24) hours after receipt of notice of layoff, shall, in lieu of layoff, be demoted to a lower position in the police department if he has a greater length of total continuous service in the department than another employee in that lower position class. Demotion may be to any classification which the employee has the then present ability to perform.

Section 15. Preferred Eligible Lists. Employees demoted in lieu of layoff shall have their names placed on the preferred eligible lists in order of seniority for each class from which displaced within the department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced. Names shall remain on the lists for the length of their total continuous service with the department or eighteen (18) months, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department before any other persons are selected or promoted for employment in those classes.

Section 16. Notice of Layoff and Recall. Employees to be laid off indefinitely shall be given at least seven (7) calendar days' prior notice. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days' notice to respond after

notice has been sent by certified mail to their last known address. Employees who decline recall, or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days' notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

NO STRIKE

Section 17. No Strike Clause. The parties to this agreement mutually recognize that the services performed by the employees covered by this agreement are services essential to the public health, safety, and welfare. Therefore, during the term of this agreement, the CITY and LABOR COUNCIL agree that there shall be no interruption of these services; that the CITY will not lockout the LABOR COUNCIL during the life of this agreement; and that the LABOR COUNCIL agrees in turn to abide by the statutory mandate of either compulsory arbitration under Act 312 and/or to use the vehicle of the grievance procedure outlined herein and shall not strike.

GRIEVANCE PROCEDURE

Section 18. Grievance Definition. A "Grievance" shall be a complaint by an employee or a group of employees concerning the application or interpretation of this agreement, or rates of pay,

wages, hours of employment, and conditions of employment.

Section 19. Processing Steps. All grievances shall be handled in the following manner:

Step One:

An employee with a grievance shall, either within five (5) days of the occurrence of the incident which gave rise to the grievance or at the time of the employee's first awareness of the grievance, discuss it with his immediate supervisor (sergeant of the shift), either individually or through his or her representative, whichever is the preference of the employee. Each solution arrived at in this manner shall not be final without the written approval of the Chief of Police. Notwithstanding the aforementioned, an answer shall be given by the police department to the employee within three (3) days or the grievance shall proceed to the next step.

Step Two.

If the grievance is not satisfactorily resolved at Step One, the grievance may be presented in writing to the Chief of Police within six (6) days after the presentation of the initial grievance, notwithstanding the fact that there is no written reply by the CITY pursuant to Step One. The Chief of Police shall discuss the grievance with the objective of resolving the matter. Thereafter, the Chief of Police shall give his written answer within three (3) days after receipt of the grievance.

Step Three.

If the grievance is not satisfactorily resolved at Step Two, the grievance may be presented in writing to the City Manager or his representative within five (5) days after the answer of the Chief of Police in Step Two is received by the LABOR COUNCIL. The City Manager or his representative shall discuss the grievance with the LABOR COUNCIL within ten (10) days of receipt of the grievance. A non-employee representative of the LABOR COUNCIL may be present if desired by the LABOR COUNCIL. The City Manager shall give his answer in writing within ten (10) days after the aforementioned meeting.

Step Four.

If the grievance is not satisfactorily resolved at Step Three, the LABOR COUNCIL may appeal the matter to arbitration. Within thirty (30) calendar days from the receipt of the answer at Step Three, the LABOR COUNCIL shall file, for arbitration with the Federal Mediation and Conciliation Service, and shall request from the Federal Mediation and Conciliation Service, a list of five (5) names of qualified arbitrators. A copy of

this request shall be given to the City Manager and the Sturgis Chief of Police. Upon receipt of the list of arbitrators, the president of the LABOR COUNCIL and the City Manager shall alternately strike names from the list with the right of first strike being determined by the flip of a coin. After two (2) names have been struck by each party, the name remaining shall be the arbitrator. It shall be the responsibility of the LABOR COUNCIL to notify the Federal Mediation and Conciliation Service of the selection.

Section 20. Time Limits. The time limits established in the grievance procedure shall be followed by the parties unless otherwise established by mutual agreement. Except with respect to Step Four, in computing days, Saturdays, Sundays, and holidays shall be excluded. If the time limits in the grievance procedure are not followed by the LABOR COUNCIL, the grievance shall be considered settled. If the CITY fails to follow the time limits set forth in the procedure, the grievance may be advanced to the next step by the LABOR COUNCIL including the demand for arbitration.

Section 21. Grievance Format. The parties shall reduce the grievance to writing at each step of the grievance procedure beyond Step One. If the grievance is denied, the CITY shall give the reason for its denial in writing. The CITY's response shall be handed to either the grieving employee or the grieving employee's steward. The LABOR COUNCIL agrees to use the attached grievance form.

Section 22. Individual Grievances. Nothing contained in the grievance procedure shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, excluding arbitration, without the intervention of the LABOR COUNCIL if the adjustment is not inconsistent with the terms of this agreement and if a representative of the LABOR COUNCIL has been given the opportunity to be present at such adjustment. An individual employee may withdraw from further consideration of his or her grievance at any stage of the grievance procedure.

Section 23. Stewards. The CITY agrees to recognize two (2) stewards who shall be elected or selected by the LABOR COUNCIL from employees in the collective Bargaining Unit. It shall be the function of the stewards to process grievances and to assist in the administration of this agreement as provided for herein. An alternate steward may be elected or selected to serve only in the absence of the steward. If it becomes necessary for the steward to leave his work in order to process a grievance, he shall first obtain permission from his immediate supervisor. The LABOR COUNCIL shall notify the CITY in writing of the names of its stewards and alternate steward before they shall be recognized.

Section 24. Lost Time Pay. The CITY will grant a necessary and reasonable amount of time off, during working hours and with pay for lost time, to the LABOR COUNCIL committeemen who must necessarily be present for direct participation in grievance

adjustment including arbitration. No payment shall be made to LABOR COUNCIL committeemen or the grievant for time spent in the grievance procedure or arbitration proceedings which are not conducted during their working hours.

ARBITRATION

Section 25. Arbitration Demand. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step of the grievance procedure immediately prior to arbitration.

Section 26. Arbitral Forum. 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 herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are defined as a grievance in Section 18.

Section 27. Arbitrator's Powers. The arbitrator shall have no power to ignore, amend, add to, alter, change, or modify any provisions of this agreement, or the written rules or regulations of the department or of the CITY, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him. No decision of the arbitrator

shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally between the parties.

The decision of the arbitrator shall be final and binding upon the parties including the LABOR COUNCIL and the CITY.

Section 28. Discharge or Discipline. Should an employee who has been discharged or given a disciplinary suspension consider such discipline or discharge to be without just cause, a grievance may be processed initially at Step Three of the grievance procedure. The LABOR COUNCIL may file the grievance on behalf of the employee so disciplined or discharged.

Section 29. Past Infractions. An employee who maintains an offense-free record for a period of one (1) year, shall have all documented offenses less than that of suspension or discharge removed from his record.

Section 30. Investigations. The CITY may place an employee on an administrative leave pending an investigation for up to fourteen (14) days. If the investigation discloses that the employee did not commit the alleged offense, he shall not suffer

any loss of pay or benefits while on the administrative leave.

PROMOTIONAL PROCEDURE

Section 31. Promotion Selection. All job openings within the Bargaining Unit shall be posted upon the department bulletin board for at least seven (7) calendar days. The CITY and the LABOR COUNCIL shall agree upon the qualifications for positions within the department. Provided there are qualified applicants for the job opening, the CITY shall promote employees from within the Bargaining Unit. Qualification for a job opening shall be made upon the following basis:

- (1) Education: Two and one-half (2 1/2) points for every fifteen (15) college credit hours successfully completed [maximum of ten (10) points]; ten (10) points for an Associate's Degree; fifteen (15) points for a Bachelor's degree. [Maximum available points is 15.]
- (2) The Police Chief's Choice: Five (5) points, which shall be awarded prior to the oral examination.
- (3) Forty (40) points for an oral examination which is to be given by three (3) non-city employees who are related to police work either directly or indirectly in a supervisory capacity.
- (4) Thirty (30) points for the Michigan Municipal League Test or some other generally recognized test selected in the discretion of the CITY. A failing grade on the Michigan Municipal League Test, or a substitute test, shall eliminate an officer from further consideration for promotion.
- (5) One (1) point for each year of full-time service with the Sturgis Police Department and one (1) point for every two (2) years of full-time service with the police department of another community or the military with a maximum of ten (10) points.

Applicants must attain a minimum of seventy (70) points for

consideration of appointment to the job opening.

Section 32. Posting. The total final score results of each applicant shall be posted upon the department bulletin board. Individual grading for each applicant may be obtained by the applicant from the Chief of Police.

HOURS OF WORK

Section 33. Work Schedules. It is recognized by the LABOR COUNCIL and the CITY that the care and welfare of the citizens of the City of Sturgis requires service on a seven (7) day, twenty-four (24) hour a day basis. Within this requirement, the CITY will seek to maintain a pattern of regular work schedules that recognizes the personal requests, needs and family responsibilities of its employees; will attempt to avoid excess demands upon the employees stamina; and will seek to avoid overtime work. The CITY shall post the schedules of work in advance, but this shall not restrict the CITY in adjusting the schedule when service requirements of the police department necessitate the change; provided, however, the CITY agrees to give a minimum of twenty-four (24) hours notice to the employee involved before changing his or her work schedule, except in case of disaster.

Section 34. Work Period. The regular work period ordinarily shall be forty (40) hours in a seven (7) day work period. It is the intent of the CITY that employees shall not be scheduled to

work more than seven (7) consecutive days. However, both parties acknowledge that because of exchange days, vacation days, sick leave days, etc., employees may commonly work more than seven (7) consecutive days. The regular workweek applies to a full-time employee and does not apply to a regular part-time employee who works on a schedule that may change from time to time for mutual accommodation. Furthermore, this provision shall not be applicable to exchange days as that term is defined herein.

Section 35. Work Shifts. Employees shall be assigned to permanent shifts. Shifts shall be bid upon every three (3) months, on approximately the First (1st) day of January, April, July and October of each year. Work shifts generally consist of eight (8) consecutive hours of work which shall include a paid lunch period which shall occur during the approximate middle of the regular shift. Shifts shall be designated and shall be as follows:

- First Shift - 23:00 - 07:00 hours
 - Second Shift - 07:00 - 15:00 hours
 - Third Shift - 15:00 - 23:00 hours
 - Swing Shift - 19:00 - 03:00 hours
- (During the months of June,
July and August only.)

7:00 AM to 2:00 AM

Lunch periods may be staggered when necessary to accommodate the police department service requirements and occasionally it may be necessary for an employee to forego his lunch period if necessitated by department service requirements.

The CITY and the LABOR COUNCIL agree that each officer shall be in uniform and fully prepared to commence assigned duties at the

start of each shift. The CITY reserves the right to install and require the use of a time clock in its sole discretion.

Section 36. Overtime. Approved overtime, at time and one-half the regular hourly rate of pay of the employee, will be paid for all hours worked over eight (8) hours in any twenty-four (24) hour period, or forty (40) hours in any seven (7) day period, unless change of shifts are requested by the employee. (Overtime pay will not be granted if an employee voluntarily exchanges duty hours, thereby creating overtime.) Double time shall be paid for overtime hours worked on all calendar Sundays and Holidays only.

The CITY shall make every effort to equalize scheduled overtime among the employees within the bargaining unit. When overtime is refused by employees called to work overtime, they shall be credited with one-half (1/2) the like amount of overtime for the purposes of this equalization.

An employee, in lieu of taking overtime pay, may instead receive "comp time" off from work. Comp time shall accrue at the same rate as overtime pay would have accrued, (either at the rate of one and one-half hours or two hours for each hour of overtime worked by an employee as the case may be). An employee is entitled to bank up to forty (40) hours of comp time. The employee will provide notice to the CITY of his or her election to take comp time at the time comp time is earned. Comp time may be used when the employee is normally scheduled to work on a chosen day, but desires to have that day off. The employee may use his or her comp time to

take the day off and be paid as if he or she had worked that day. Comp time may be utilized in either four (4) or eight (8) hour blocks only. Under no circumstances may an employee take comp time on a day that some other employee would have to be called into work and paid overtime to provide the needed employees for that day. Any accrued overtime over forty (40) hours of comp time must be taken as overtime pay.

Section 37. Call In. When an employee is called in to work in addition to his scheduled work time, he shall be paid time and one-half his or her normal hourly rate for all hours worked, with a minimum of two (2) hours. MLEOTC Certified reserve officers may be called in to work after all other union officers who are on the "call-in" or "call-back" list are called to report to work and either cannot be contacted or refuse the work.

Section 38. Court Time. When it is necessary for an employee to appear in court to give testimony or present evidence on behalf of the CITY, he or she shall be paid at the rate of time and one half his or her normal hourly rate for all time expended with minimum pay of two (2) hours, except if said court time occurs during the employee's regularly scheduled workday.

Section 39. Mileage Allowance. Officers who are required to use their own vehicle in the performance of their duties shall receive mileage reimbursement at the rate that is approved by the

City Commission, provided said sum shall not be less than Twenty-eight (\$.28) Cents per mile.

Section 40. Exchange of Workdays. All shift personnel shall have the right to exchange single workdays with one another, provided such exchange of workdays does not interfere with the orderly operation of the police department. The exchange of workdays by shift personnel shall be deemed to be solely for the convenience of the shift personnel and shall have no effect upon the rate of pay, overtime, sick benefits, seniority, vacation time, vacation pay, holiday pay, or any other employee benefit. However, exchange of workdays shall be limited to seven (7) in number for any five (5) week work period.

Section 41. Departmental Meetings and Training Sessions. The CITY and the LABOR COUNCIL agree that departmental meetings and training sessions are essential to maintain the professional caliber of the Sturgis police officer and to provide the citizens of Sturgis professional updated services.

Employees shall be allowed to attend at least one (1) training school of their choice each year which is job related. The school shall be of no further distance from the City of Sturgis than three hundred (300) miles and shall not exceed more than five (5) consecutive days duration. The CITY shall pay reasonable costs and expenses to attend the school. The CITY shall not be obligated to pay an officer more than eight (8) hours wages for any one (1) workday.

LEAVES OF ABSENCE

Section 42. Unpaid Sick Leave. An employee may apply to the Chief of Police for a leave of absence without pay upon a showing of prolonged illness. If permission is granted by the Chief of Police for an indefinite unpaid sick leave, any benefits earned at the time of granting the said unpaid sick leave will be credited to the employee upon his or her return to active employment. However, no benefits shall accrue to the employee during his or her unpaid sick leave. No unpaid sick leave shall be granted in excess of sixty (60) days except under extraordinary circumstances.

The City of Sturgis shall make every effort to secure employment in another department of the City of Sturgis for employees who receive an injury on the job or undergo a long term illness which prevents them from returning to their employment with the Police Department. This provision is not to be construed as a guarantee of employment, but is preconditioned upon (1) the availability of a job opening in another department of the City of Sturgis and (2) the employee's then present physical and mental ability to perform the new job without extensive training.

Notwithstanding the provisions of this Section 42, an employee is entitled to the benefits provided under the Family and Medical Leave Act of 1993. An employee will be required to utilize accrued personal or sick leave as a credit against any family and medical leave requested.

Section 43. Paid Sick Leave.

- (a) All full-time employees with seniority shall be eligible for paid sick leave in accordance with the schedule below. Upon completion of the probationary period, an employee shall be entitled to sick leave credits commencing from his or her date of hire:

<u>Required Service</u>	<u>Day's Leave</u>
Upon completion of one (1) month's service	5/12's day per month
After one (1) year's continuous employment	5/6's day per month
After fourteen (14) years continuous employment	5/4's day per month

- (b) All regular, part-time employees with seniority shall be eligible for paid sick leave in accordance with the schedule for full-time employees, except that the paid sick leave benefit shall be on a pro-rata basis. Sick leave benefits are not earned by part-time employees on the full-time payroll of another City of Sturgis Department.
- (c) Accumulated sick leave shall be paid for each day of sickness at the employee's regular straight time pay for eight (8) hours. The CITY reserves the right to withhold sick pay for each day an employee fails to notify his or her appropriate department head or supervisor of their inability to report for work prior to their scheduled shift, unless said employee is physically unable to report. Furthermore, the CITY reserves the right to require a proof of illness when an employee is sick a day prior to a holiday or weekend. Lastly, a proof of illness shall be required for all sick leave in excess of three (3) consecutive days. Falsification of proof of illness or reasons for absence shall constitute just cause for discipline or discharge.
- (d) Sick leave shall be cumulative without limit.
- (e) Paid sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, spouse, or child living in the home of the employee. Said employee shall be charged

for a paid sick day only for absences on days which the employee would have otherwise worked and would have otherwise received pay.

- (f) Seniority, hospitalization insurance and vacation eligibility shall continue to accumulate during paid sick leave. However, no other benefits shall accumulate or accrue during a paid sick leave.
- (g) In injury or sickness cases eligible for worker's compensation, the employee will be charged sick leave or vacation only for the percentage of compensation paid by the CITY subsequent to the twenty-six (26) week period as described in the following Section 44. In work related injury or sickness cases, resulting in an absence of work for less than seven (7) days, the employee will not be charged sick leave or vacation and shall be compensated at his or her normal rate by the CITY.
- (h) Upon retirement at age sixty (60) or over (55 or over for policemen and firemen), or upon qualifying for deferred retirement with twenty-five (25) or more years' service and separating from the service of the CITY, an employee shall receive pay, at his regular rate, for one half of his accumulated unused sick leave not to exceed thirteen (13) weeks of pay.
- (i) Accumulated sick leave cannot be used to prolong the time of employment at retirement.
- (j) Sick leave shall not be allowed for any period during which an employee is performing work for pay or profit or for an injury obtained in the course of employment for pay of an employer other than the City of Sturgis.

Section 44. Worker's Compensation. The CITY shall, for a period not to exceed twenty-six (26) weeks, supplement, without charge to sick leave or vacation, worker's compensation benefits for employees injured on the job or job related injury, by paying the employee the difference between worker's compensation benefits and the employee's normal weekly earnings, excluding overtime.

Following the twenty-six (26) week period, at the option of the employee, the CITY shall supplement worker's compensation benefits for employees injured on the job or job related injury by charging the employee sick leave or vacation equal to the difference between worker's compensation benefits and the employee's normal weekly earnings, excluding overtime, where the employee has available sick leave or vacation. In the event an employee receives compensation from the CITY and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse the CITY in an amount equal to such worker's compensation benefits.

Section 45. Funeral Leave. In cases of death in an employee's immediate family defined as: parents, step-parents, spouse, children, brother or sister, father-in-law or mother-in-law, the employee shall receive a maximum of five (5) consecutive calendar days off immediately following the date of death without loss of pay. In cases of death of a grandfather, grandmother, brother-in-law, sister-in-law, uncle, or aunt of the employee, the day of the funeral may be taken off without loss of pay. Additional time off for funeral leave may be granted by the Chief of Police due to exceptional circumstances. Additional time off is to be deducted from the employee's accumulated paid sick leave.

Section 46. Military Leave. An employee inducted into the armed forces of the United States under the provisions of the

- (b) The employee gives evidence, in writing, of successfully completing the training or course work.
- (c) The employee gives evidence, in writing, of payment of tuition costs for the training or course work.
- (d) An employee who is obtaining a professionally related educational leave of absence for either attending classes or teaching classes may utilize exchange of workdays to attend those classes. Employees utilizing exchange of workdays to attend such classes will not be restricted by the number of exchange of workdays set forth in Section 41 of this Agreement.
- (e) The request for educational leave or training is made on or before March 1st of the year in which and at least three (3) months before the leave or training is scheduled to take place.

In the event an employee fails to remain employed by the CITY for a period of two (2) years following reimbursement of costs under this Section, the employee shall pay to the CITY at the time of termination an amount equal to fifty percent (50%) of reimbursed costs if termination occurs within one (1) year of reimbursement and an amount equal to twenty-five percent (25%) of reimbursed costs if termination occurs between one (1) and two (2) years of the date of reimbursement.

TRAINING

Section 48. Police Programs. The CITY, when possible, will post on the department bulletin board, all police oriented educational courses and programs and shall send its police officers to those courses and programs when manpower and funds are available.

Stress Management Program. The CITY will contract with a qualified counseling provider for implementation of an employee assistance program. The CITY will pay the annual cost of the program not to exceed \$500. Employees on duty who need immediate assistance due to a critical incident will be allowed to seek help under the program upon approval of the police chief or, if he is unavailable, from the most senior officer on duty. There shall be no loss of pay for counseling pertaining to immediate assistance incidences. Regular scheduled visits under the program shall be attended during off-duty hours. Information acquired during visits under the program will be kept confidential by Vita Resources, Inc. unless it is served with a proper Court Order or unless the employee is deemed to be a danger to himself or herself, to the community, or to fellow officers by Vita Resources, Inc. personnel.

HOLIDAYS

Section 49. Recognized Holidays. All full-time employees, including probationary employees, will be paid for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
Good Friday
Two (2) personal leave days as agreed to by
the employee and his immediate supervisor.

All employees shall have two (2) personal leave days with pay

that may be taken at any time desired by the employee provided the employee has previously obtained the approval of his supervisor. Part-time employees are not eligible for paid holidays. All employees who work on a designated holiday shall be paid one and one-half (1½) the employees regular pay, PLUS holiday pay.

Section 50. Saturday or Sunday Holiday for Non-Shift Personnel. When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday by the non-shift personnel only. When any of the above holidays falls on a Sunday, the following Monday shall be observed as a holiday by the non-shift personnel only.

Section 51. Absence Prior to Holiday. An employee absent from work on the scheduled workday preceding or following a day observed as a holiday will not be paid holiday pay unless excused by the Chief of Police.

Section 52. Termination of Employment. If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

Section 53. Credit Days. An employee, in lieu of taking pay for a holiday, may take a "credit day". A "credit day" may be used when the employee is normally scheduled to work on a chosen day,

but desires to have that day off. He may use his "credit day", take the day off, and be paid as if he had worked that day. Under no circumstances may an employee take a "credit day" on a day that some other employee would have to be called in to work and paid overtime to provide the needed employees for that day. An employee may accumulate up to a maximum of seven (7) "credit days". Any "credit days" over seven (7), must be taken as pay.

VACATIONS

Section 54. Full-Time Employee Schedule. Every full-time employee shall earn vacation with pay according to the following schedule:

Upon employment, but less than seven (7) years	5/6's day per month
After seven (7) years, but less than fourteen (14) years continuous employment	5/4's day per month
After fourteen (14) years, but less than nineteen (19) years continuous employment	5/3's day per month
After nineteen (19) years of continuous employment	25/12's day per month

*9-27-96
Bird whole that he
industry was that
we add a full day
of Oct in 96 & 97
2 annual holidays
regular &
Oct. of each year*

Effective as of October 1, 1996 every full-time employee shall be entitled to one (1) additional vacation day annually at each step as listed above. Effective as of October 1, 1998 every full-time employee shall be entitled to a second additional vacation day annually at each step as listed above.

Section 55. Part-Time Employee Schedule. Part-time employees

earn vacation time on a pro rata basis according to the average number of hours worked per week. Part-time employees on the full-time payroll of another city department do not earn vacation time.

Section 56. Absences. Vacation time is not earned during any period of absence from duty without pay in excess of one (1) week.

Section 57. Age 65. As of the date an employee attains the age of sixty-five (65) his or her earned vacation time, as provided hereunder, shall remain fixed and shall continue without any increase until termination of employment.

Section 58. Scheduling. The time at which an employee shall take his vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and the needs of the CITY. Sufficient advance notice shall be given the Chief of Police to allow him to make up his vacation schedules and to arrange his working schedules accordingly.

Section 59. Holiday. If a legal holiday falls within an employee's vacation period, another day of vacation shall be granted.

Section 60. Maximum Thirty Days. The total vacation earned by an employee, upon his anniversary date, shall not exceed thirty (30) days except upon approval of the appointing authority.

Section 61. Employment Termination. If any employee leaves the service of the CITY before completing twelve (12) months of work, he will receive no vacation pay. An employee who has served at least one (1) year shall be paid for any unused vacation, when leaving the service of the CITY.

INSURANCE

Section 62. Term Life Insurance. The CITY shall provide all regular, full-time employees of the Bargaining Unit with term life insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars commencing thirty-one (31) days after date of first employment. All insurance coverage pursuant to this provision shall cease when the employee shall attain the age of sixty-five (65) years.

Section 63. Liability Insurance. The CITY shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated protecting the employees from any and all liability that arises out of the course of their employment. Said coverage shall include, but not be limited to acts of negligence of the employee performed during the course of his duty and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

Should the CITY fail to obtain this coverage, it shall be deemed by this contract to have become a self-insurer and will

protect the employees in the same manner and on the same terms and conditions as if it had secured the liability insurance.

Section 64. Hospitalization, Medical and Surgical Insurance.

All regular, full-time employees of the Police Department are eligible for group hospitalization, medical, surgical and dental insurance coverage with an insurer of the CITY's choice.

Section 65. Dependent Coverage. The CITY shall pay the

employee's total premium for a dependent's group hospitalization, medical, dental and surgical coverage, provided the employee elects such coverage.

Section 66. Retirement. Effective January 1, 1990, future

retirees from the Bargaining Unit who are not eligible for Medicare shall pay a sum equal to thirty percent (30%) of the health insurance premium for his or herself, or their spouse, or both. Bargaining Unit employees who are presently retired and who are not eligible for Medicare, shall pay the same amount that they are presently paying for health insurance premiums, until such time as they become eligible for Medicare benefits. Effective January 1, 1990, present and future retirees who receive Medicare shall contribute \$20.00 per month, and an additional \$20.00 per month for the retiree's spouse, if any, for health insurance premiums. In the event the retiree dies after retirement, the retiree's spouse, if any, will be entitled to continue coverage, provided the spouse

pays the employee portion of the monthly health insurance premium. The word "spouse" as used herein shall mean that person to whom the retiree is married at the time of retirement. The City shall pay the remaining portion of the monthly health insurance premium for retirees and/or the retiree's spouse.

Section 67. Long-Term Disability Insurance. All Bargaining Unit members may obtain long-term disability insurance through an insurer of the LABOR COUNCIL's choice by means of a payroll deduction from the employee's wages. The CITY shall pay the long-term disability premium from the amount withheld from the employee's wages. The LABOR COUNCIL shall be responsible for timely notifying the CITY of the amount of the premium, of any changes in the premium, the name and address of the long-term disability carrier and the employee's authorization for the amount of money withheld from the employee's wages.

PENSION

Section 68. Eligibility. All regular, full-time police officers shall be members of the retirement system, unless an employee's duties normally require less than one thousand (1,000) hours of work per year. All temporary employees shall not be members of the retirement system. All civilian police department employees shall participate in the CITY Retirement Plan as "general members".

Section 69. Voluntary Retirement. All police officers and civilian dispatchers may voluntarily retire at age fifty-five (55) provided the employee has ten (10) or more years of service with the CITY. All police department personnel must retire at age seventy (70), unless otherwise agreed to by the pension board, the CITY, and the individual employee.

If the services of a police department employee shall be terminated for any reason, except retirement, all employee contributions to the retirement system shall be refunded, plus interest. However, if a police department employee shall be rehired by the CITY within a four (4) year period, all contributions withdrawn, plus interest from the date of withdrawal, may be repaid to the retirement system and his prior service shall be restored to his credit.

The CITY shall match all civilian police department employees' social security contributions. The CITY shall also pay sufficient amounts into the retirement system in order to fund the annual costs of maintaining the retirement system for both the police officers and the civilian police department employees.

Upon retirement, all police department employees who have attained voluntary retirement age and have ten (10) or more years of credited service or have attained normal retirement age and have five (5) or more years of credited service, shall receive an annual retirement allowance pursuant to the rules of the retirement system. The pension factor of all police officers shall be 2.2. The pension factor of all civilian police department employees

shall be 1.2% of the first \$4,200.00 of final average compensation, and 1.7% of the final average compensation in excess of \$4,200.00.

All pension rights and benefits due police department employees, including all police officers and civilian police department employees, shall vest after ten (10) years of continuous service in the police department.

Effective as of April 1, 1995 all police officers and civilian dispatchers may voluntarily retire after twenty-five (25) years of service or at age fifty-five (55) provided the employee has ten (10) or more years of service with the CITY. Furthermore, as of said date the pension factor of all police officers and civilian dispatchers less than sixty-two (62) years of age shall be 2.2. The pension factor of all civilian dispatchers sixty-two (62) years of age or older and all other civilian police department employees shall be 1.2% of the first \$4,200.00 of the final average compensation and 1.7% of the final average compensation in excess of \$4,200.00.

Effective as of October 1, 1997 the pension factor of all police officers and civilian dispatchers less than sixty-two (62) years of age shall be 2.5. The additional cost of increasing the factor from 2.2 to 2.5, as determined annually by the then existing actuary for the CITY shall be paid equally by the CITY and each employee. The employee portion of the increased costs will be deducted from the wages of each employee and remitted to the CITY retirement system.

MAINTENANCE OF STANDARDS

Section 72. Conditions. The CITY agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement. If the LABOR COUNCIL believes any benefit in existence prior to the signing of this agreement has not been maintained subsequent to its execution, the LABOR COUNCIL shall give the CITY written notice thereof and the CITY shall have ten (10) days within which to respond thereto in writing. If the matter is not amicably resolved, the issue shall be framed by the LABOR COUNCIL as a grievance and taken immediately to the third step of the grievance procedure.

MISCELLANEOUS

Section 73. Captions and Bulletin Board. The captions used under each section of this agreement are for identification purposes only and are not a substantive part of this agreement. The CITY shall provide space for the posting of LABOR COUNCIL notices within the department on bulletin boards; PROVIDED, HOWEVER, that the CITY shall have the right to police the bulletin boards for offensive materials.

Section 74. Other Agreements. It is the intent of the parties hereto that the provisions of this agreement shall supersede all prior agreements and understandings, oral or written,

express or implied, between the parties hereto, and shall govern their entire relationship, this agreement being the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this agreement can be amended, supplemented, rescinded, or otherwise altered only by the mutual agreement in writing hereafter signed by the parties hereto.

Section 75. Special Conference. The CITY and the LABOR COUNCIL agree to meet and confer on important matters upon the written request of either party. The request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to the matters set forth in the agenda, but it is understood and agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this agreement. Special meetings shall be held within ten (10) calendar days after receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than two (2) persons at special meetings not including the non-employee representatives of both parties.

Section 76. Records Clerk Uniform. The CITY will authorize and provide uniforms and cleaning services for the records clerk on

- b. The employee to be tested shall disrobe before entering the bathroom facility, and be provided a light robe.
 - c. Testing personnel of the same sex as the employee shall observe production of the urine sample.
5. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
6. Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody be broken.
7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representatives.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

Drug-Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test, and
 - b. Confirmation test.

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be at a different testing facility and shall be more sensitive than the initial screening test if available.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

<i>Initial Test:</i>	<i>Level ng/ml</i>
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolites	300*
Phencyclidine	25
Amphetamines	1000

*25 ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive using a technologically different initial screening method:

<i>Confirmatory Test</i>	<i>Level ng/ml</i>
Marijuana metabolite	15(1)
Cocaine metabolite	150(2)
Opiates:	
Morphine	*300
Codeine	*300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoylecgonine	

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
8. Any employee who receives testing information on a tested employee and who breaches the confidentiality of the testing information shall be subject to discipline up to and including discharge.

Chain of Evidence-Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

Drug-Test Results:

1. All records pertaining to department drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

If an employee fails to pass the confirmation drug test, he/she will be allowed to participate in a substance rehabilitation program at the cost of the CITY. In the event an employee fails to properly conclude participation in such a program, or in the event he/she tests positively for a controlled substance at any time after the initiation of the substance control program, the employee

may be terminated.

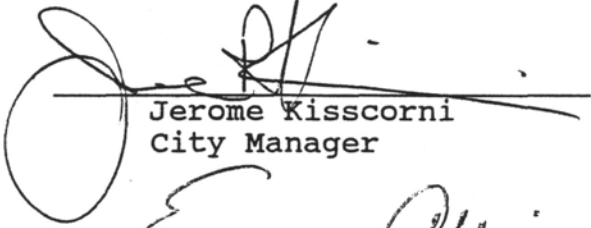
DURATION

Section 78. Effective and Termination Dates. This agreement shall continue in full force and effect from October 1, 1995 to September 30, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change, or modify this agreement is served by either party hereto at least sixty (60) days prior to the annual expiration date.

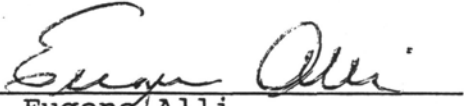
IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives the day and year first above written.

CITY OF STURGIS

LABOR COUNCIL

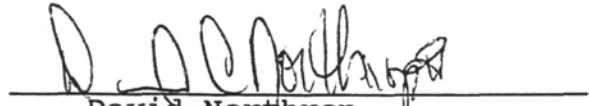


Jerome Kisscorni
City Manager

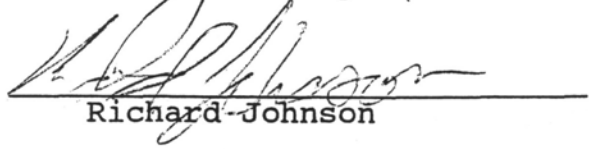


Eugene Alli
Chief of Police

Homer Lafrinere
Business Agent



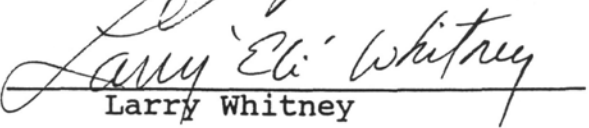
David Northrop



Richard Johnson



Charles Jurgensen



Larry Whitney

SCHEDULE "A"

EFFECTIVE FIRST PAY PERIOD AFTER OCTOBER 1, 1995:

<u>CLASSIFICATION</u>	<u>HOURLY WAGE</u>	<u>3%</u> <u>10/1/96</u>	<u>3%</u> <u>10/1/97</u>	<u>4%</u> <u>4/1/98</u>
Rookie	\$12.78	13.16	13.55	14.09
Patrolman				
After one year	\$13.52	13.93	14.35	14.92
After two years	\$14.11	14.53	14.97	15.57
After three years	\$14.79	15.23	15.69	16.32
After four years	\$15.33	15.79	16.26	16.91
Senior Patrolman	\$15.78	16.25	16.74	17.41
Sergeant	\$16.60	17.10	17.61	18.31
Humane Officer - Start	\$ 9.45	9.73	10.02	10.42
After one year	\$10.25	10.56	10.88	11.32
After two years	\$11.00	11.33	11.67	12.14
After three years	\$11.83	12.18	12.55	13.05
Civilian Dispatcher - Start	\$10.50	10.82	11.14	11.59
After one year	\$11.30	11.64	11.99	12.47
After two years	\$12.05	12.41	12.78	13.29
After three years	\$12.89	13.28	13.68	14.23

SCHEDULE "A" (cont'd)

<u>CLASSIFICATION</u>	<u>HOURLY WAGE</u>	<u>3%</u> <u>10/1/96</u>	<u>3%</u> <u>10/1/97</u>	<u>4%</u> <u>4/1/98</u>
Records Clerk - Start	\$ 9.45	9.73	10.02	10.42
After one year	\$10.25	10.56	10.88	11.32
After two years	\$11.00	11.33	11.67	12.14
After three years	\$11.83	12.18	12.55	13.05