

4296

12/31/2000

AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE January 1, 1998 through December 31, 2000

*Battle Creek, City of*

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## AGREEMENT

THIS AGREEMENT entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the City of Battle Creek hereinafter referred to as the "City" and the Police Officers Association of Michigan, hereinafter referred to as the "Union."

### ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City and its employees. Recognizing that the interest of the community and the job security of the employees depends upon the City's ability to continue to provide proper service to the community, the City and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE 2 - GENERAL

#### Section 2.1. Recognition.

The City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement including all full-time Dispatchers, but excluding supervisors and all other employees. The City agrees that during the life of this

Agreement it will not promote, aid or recognize any other labor organization as the collective bargaining agent for the employees covered by this Agreement.

Section 2.2. Representation.

Employees within the bargaining unit shall be represented by a full-time employee who will be appointed by the Union and designated as "Chief Steward." The Chief Steward and two (2) Alternates shall constitute the Union's negotiating committee along with the Union Representative, and shall act as the Union's grievance committee. The Union shall furnish the City with a list of the Union representatives, their designated areas of responsibility and shall notify the City if and when any changes are made.

Section 2.3. Union Activity on Company Time.

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activity during working hours.

Section 2.4. Union Security.

All employees employed or hereafter hired into a job classification covered by this Agreement shall, as a condition of continued employment, within thirty-one (31) days become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the monthly dues uniformly charged to Union members.

Section 2.5. Payroll Deduction.

For those employees who properly execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by State Law, the City agrees to deduct weekly the regular dues in the amounts certified to the City by the Secretary-Treasurer of the Union and to forward the same to said Secretary-Treasurer within fifteen (15) calendar days thereafter.

Section 2.6. Indemnity Provision.

The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 4 and 5 above.

Section 2.7. City's Rights.

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Department and the employees, in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assist and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees for the lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; are vested solely and exclusively with the City.

Section 2.8. Anti-discrimination.

The City and the Union recognize and agree that for the duration of this Agreement, neither shall discriminate against any employee because of such employee's political belief or because of membership or nonmembership in the Union. All alleged charges based upon civil rights shall not be the origin of a grievance. All such charges shall be referred by the Union to the appropriate administrative agency charged with statutory authority to administer the relevant civil rights statutes.

Section 2.9. Special Conferences.

Special conferences for important matters (not grievances) will be arranged between the Union and the Director of Employee Relations or City designee within ten (10) working days of such request of either party for such conference. 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 in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union shall not lose time or pay nor shall they be paid overtime for time spent in such conferences.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1. Definition of Grievance.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

### Section 3.2. Grievance Procedure.

The informal discussion and resolution of all differences and grievances at the lowest possible level of the grievance procedure is encouraged. All grievances shall be discussed orally with the employee's immediate supervisor within three (3) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which the complaint is based, or conditions were such that the employee reasonably should have known of the occurrence, whichever occurs first. The immediate supervisor shall give the complaining employee an oral answer within three (3) regularly scheduled working days after the complaint has been submitted to the supervisor. If the employee requests, the union steward may be present during the discussion between the employee and the supervisor. In the event a grievance has not been answered to the satisfaction of the employee at the oral step, the following procedure shall apply:

FIRST STEP: Within seven (7) regularly scheduled working days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the employee shall reduce the grievance to writing and submit the grievance to the Chief of Police or his designee. The written grievance must state 1) who is affected; 2) what happened; 3) when it happened; 4) where it happened; 5) what section of the Contract has allegedly been violated; and 6) what adjustment is requested. The grievance must be signed by the employee. The Chief of Police or his designee shall give a written answer to the aggrieved employee within five (5)

regularly scheduled working days after receipt of the written grievance.

SECOND STEP: If the grievance has not been settled at the First Step, and the Union wishes to carry the grievance further, the Union may appeal the First Step Answer to the Director of Employee Relations or City designee. Such appeal must be in writing and must be filed within five (5) regularly scheduled working days after receipt by the Union of the City's First Step Answer. The appeal must include a statement of the reason(s) why the First Step Answer was not acceptable. A grievance reaching this step shall be considered by the Union Grievance Committee and the City's Grievance Committee at a meeting which shall be held not later than ten (10) regularly scheduled working days from the time the grievance was appealed to the Second Step. The Business Representative for the Union and/or the City's Labor Counsel may be present at such meetings. As a courtesy, a notice of the attendance of the Union Business Representative or the City's Labor Counsel will be given to the other party in advance of the meeting. The Employee Relations Director or the City designee will give the Union a Second Step Answer within (5) regularly scheduled working days after such meeting.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled and the Union desires to carry the grievance further, the Union shall submit such grievance to arbitration by the Federal Mediation and Conciliation Service in accordance with its Voluntary Arbitration Rules then pertaining. The submission of a grievance to arbitration must be made in writing to both the City and the Federal Mediation



and Conciliation Service within thirty (30) calendar days after receipt by the Union of the City's Second Step Answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar-day period, it shall be considered as withdrawn by the Union.

ARBITRATOR'S AUTHORITY: The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this Agreement. The arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. However, nothing contained in this Agreement shall be construed to limit the authority of an arbitrator in his or her own judgment to sustain, reverse, or modify an alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding on the Union, its members, the employee(s) involved and the City. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the City and the Union.

### Section 3.3. Time Limits.

Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure, except that this section shall not automatically refer a grievance to arbitration. In the event that a grievance is not appealed by the Union to the next succeeding step

within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn with prejudice by the Union, and the City's last response to the grievance shall be the grievance resolution.

Section 3.4. Second Step Meeting.

Joint meetings of the grievance committees provided for in the Second Step of the grievance procedure shall start at a time and date mutually agreed to. The Union grievance committee members shall be paid at the straight time hourly rate of pay for all time away from regularly scheduled work to attend grievance meetings, but not to exceed twenty (20) minutes prior to the start of such meetings.

Section 3.5. Policy Grievances.

Grievances on behalf of the entire Union shall be filed by the Union grievance committee and shall be processed in accordance with the grievance procedure.

Section 3.6. Indefinite Suspension.

The parties hereto agree that any suspension or discharge is recognized to be the decision of the Chief of Police. Any suspension occurring as a result of authority delegated to a subordinate supervisor shall be temporary, contingent upon concurrence of the Chief of Police.

Section 3.7. Grievance Investigation.

The Chief Steward or Alternate, during their working hours, without loss of time or pay, may investigate or present grievances in accordance with the grievance procedure provided they notify and receive permission from the Chief of Police or

his designee and advise the purpose and amount of time they will be absent from their regularly scheduled duties. The investigation or presentation of a grievance during working hours shall not exceed fifteen (15) minutes. In situations where a replacement employee is required for the Chief Steward or Alternate to investigate or present a grievance, the Chief Steward or Alternate will wait until such replacement is acquired. It is understood that such replacement will not require any pay by the City.

#### ARTICLE 4 - DISCHARGE AND SUSPENSIONS

##### Section 4.1. Discharge and Suspension Cases.

In the event an employee under the jurisdiction of the Bargaining Unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and the employee believes that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising out of the grievance procedure, provided a written grievance with respect thereto is presented to the Chief of Police or his designated representative within three (3) regularly scheduled working days after such discharge or after the start of a suspension. Such grievance shall be processed at the Second Step of the grievance procedure. Copies of the notice of discharge or suspension containing charges and specifications shall be furnished to the Chief Steward and the employee.

- a) When imposing discipline based upon a current event, the City agrees not to take into consideration any prior infractions, except falsification of employment application, that occurred more than two (2) years before the current event, unless the

infraction or falsification directly relates to the current cause.

- b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his steward. If possible, the City shall make available a suitable area which is private where the suspended or discharged employee may discuss his suspension or discharge with his steward.
- c) A demotion for disciplinary reasons shall also constitute a case arising out of the grievance procedure. If the employee believes that just cause does not exist for the demotion, the employee shall follow the procedure outlined in Section 1 above.

#### Section 4.2. Reinstatement.

In the event it should be decided under the grievance procedure that an employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial compensation or no compensation, which compensation, if any, shall be at the rate of the employee's regular rate of pay in effect during such suspension or discharge. The amount of compensation payable to such employee shall be less any compensation the employee may have earned at other employment during the period of the suspension or discharge and less any unemployment compensation benefits paid for such period.

### ARTICLE 5 - SERVICE AND SENIORITY

#### Section 5.1. Definition of Service, Seniority.

Service shall be defined as a full-time employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported to work at the direction of the City as a full-time, permanent employee, since which he has not quit, retired or been discharged. No time shall be deducted from

an employee's service due to absences occasioned by authorized leaves of absence, vacations or suspensions.

Seniority shall be defined as an employee's length of continuous service with the City as a full-time, permanent employee in a job classification or classifications covered by this Agreement. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, suspensions or layoffs, except that no additional seniority shall be accrued when employees are absent due to authorized leaves of absence exceeding thirty (30) days unless provided for in other sections of this Agreement.

#### Section 5.2. Seniority Lists.

The City will maintain an up-to-date seniority list by job classification. The names of all employees who have completed their probationary periods shall be listed on the seniority list entry starting with the senior employee at the top of the list and showing name, job title, and date of hire. Copies of the seniority list will be posted and provided to the Chief Steward every six (6) months. If two (2) or more employees have the same date of entry into the bargaining unit, their names shall appear on the seniority list in order of department seniority, then alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The seniority list will be posted on appropriate bulletin boards.

### Section 5.3. Termination of Seniority.

An employee's seniority shall be terminated:

- a) If the employee quits or retires.
- b) If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c) If the employee is absent for two (2) consecutive regularly scheduled working days without notifying the Chief of Police or his designee prior to or within such two (2) day period of a justifiable reason for such absence.
- d) If, when recalled to work following a layoff, the employee failed to notify the City within three (3) calendar days of his intention to return to work or fails to actually return to work within ten (10) calendar days, unless mutually agreed, after a written notice of recall by certified mail of such recall is sent to his last known address and return receipt is received by the City.
- e) If the employee accepts employment elsewhere while on any leave of absence unless permission is granted by the Chief of Police or his designee.
- f) If the employee does not return to work immediately following the expiration of a leave of absence unless he presents evidence satisfactory to the Chief of Police or his designee that it was impossible for him to return to work at the expiration of such leave.
- g) When the employee has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months.
- h) When the employee has been absent because of a nonjob-related injury or illness for a period of time in excess of twelve (12) consecutive months, unless extended by the Director of Employee Relations or City designee.

### Section 5.4. Probationary Period.

All new employees shall be probationary employees until they have completed the period of twelve (12) months. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability

and other attributes which will qualify them for nonprobationary employee status. During the probationary period, the employee shall have no seniority status and may be terminated, in the sole discretion of the City, without regard to the employee's length of service and without recourse to the grievance procedure. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Employees promoted to another job classification within this Unit shall be probationary employees until they have completed the period of six (6) months. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify them for the position. A probationary employee may be reduced to their former classification at the discretion of the Chief during such period. The City shall notify the employee in writing of the reason(s) for the reduction. The City shall also notify the Union. The employee may revert back to his former classification at his own volition within the first three (3) months of his promotion. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 5.5. Layoff and Recall.

If the City determines that it is necessary to reduce the number of employees in a classification, temporary and part-time employees in the classification affected shall be removed first. Thereafter, if a further reduction is necessary,

employees shall be laid off based upon their seniority in classification, with the least senior employee being laid off first. Employees shall be recalled to work in reverse order of layoff on the basis of seniority in classification. Recall of employees shall follow the provisions in Article 5, Section 3(d).

In lieu of layoff, affected nonprobationary employees may exercise bumping rights under the following conditions:

- (a) An employee must bump into a lower paying classification.
- (b) The employee bumping must have more seniority than the employee being bumped.
- (c) The employee must be qualified for the position.
- (d) The employee must exercise bumping privileges within three (3) working days of being notified of a layoff.

Employees recalled according to classification seniority shall include those who exercise their bumping privileges under this provision.

#### Section 5.6. Salary Upon Promotion.

When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, upon assignment to the new classification, be placed at the lowest step for the classification to which he had been promoted which will result in an annual pay increase of at least three hundred dollars (\$300.00).



Section 5.7. Transfers in and Out of the Bargaining Unit.

An employee who is promoted from the Bargaining Unit to a supervisory position or other job with the City shall retain the seniority he had acquired as of the time of such promotion and shall continue to accumulate seniority for a period of six months. If such employee is removed from his supervisory or other job with the City for any reason other than discharge during the first year in the new position, such employee shall be allowed to return to a job within the Bargaining Unit in line with his seniority. If the employee remains in such supervisory or other non-bargaining unit job for a period in excess of one (1) year, the employee shall cease to have any seniority in the Bargaining Unit.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1. Leave Without Pay.

The City may grant a leave of absence for up to fifteen (15) days without pay and without loss of seniority or benefits for personal reasons, provided the employee obtains advance written permission from the Chief of Police or his designee. Leave may be extended an additional fifteen (15) days by the Chief of Police or his designee.

Section 6.2. Medical Leave.

An employee who because of illness or accident is physically unable to work shall, upon request, be given a leave of absence without pay and benefits for the duration of such disability provided: (1) that he promptly notifies the City of the necessity thereof; (2) that he supplies the City with a

certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the City; and (3) that such leave of absence shall not exceed one (1) year.

Section 6.3. Military Field Training Leave.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of two (2) weeks for civil disorders.

Section 6.4. Military Service Leave.

Any employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay or benefits for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

- a) Employees will be paid for unused vacation and will be paid for vacation earned on a prorated basis. Upon return from Military Leave they will continue to earn vacation as in the past.

Section 6.5. Jury Duty Leave.

Employees shall be granted leaves of absence for required jury duty. Full-time employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding mileage), equal their total compensation, for a period of up to forty-five (45) working days. The time spent on jury duty shall not be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall immediately report by telephone to his supervisor and unless otherwise instructed, return to work as quickly as possible.

- a) Employees shall notify the Chief of Police or his designee as soon as possible after receiving notice to report for jury duty. Employees seeking the supplemental payment referred to above will be responsible for insuring that a report for jury duty and pay form is completed by the Clerk of the Court each week so the City will be able to determine the amount of compensation due for the period involved.

Section 6.6. Funeral Leave.

Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost from regularly scheduled duty, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the City, must present proof of death.

- a) Immediate family is to be defined as: current spouse, children, step child (who has resided with the employee for a period of six (6) months), brother, sister, mother, father, mother-in-law, father-in-law, grandmother, or grandfather and step parents.

## ARTICLE 7 - HOURS OF WORK

### Section 7.1. Hours.

The normal work week shall consist of forty (40) hours, and the normal work day shall consist of eight (8) hours. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week. For the purpose of pay calculations, the work week shall begin at midnight Saturday night and the day shall be the calendar day. A shift that starts work prior to midnight on a work day and continues until after midnight shall be considered as having been worked in its entirety on the date which the shift began.

The first shift of the work day will be considered the day shift; the second shift of the work day will be considered the afternoon shift; and the third shift of the work day will be considered the night shift. The first shift of the pay week will be considered to be the first shift on Sunday.

### Section 7.2. Lunch and Break Periods.

Employees shall be required to be ready to start to work at the start of their work day and shall be required to remain at work until the end of their day, except for break periods as outlined in this section.

- a) Breaks: Employees shall be entitled to three fifteen (15) minute break periods during the work day. The normal timing of these breaks will be at or near the midpoint of the first half of the work

shift, at or near the midpoint of the shift, and at or near the midpoint of the second half of the shift. An employee can combine either the first half or the second half of their shift break with the midpoint break to create a half hour paid lunch period; however, employees are prohibited from combining break periods to leave a shift prior to its normally scheduled end. Employees may request to combine all three (3) break periods. The granting of such a request is at the sole discretion of the supervisor on duty. The timing of such breaks may vary depending upon the nature of the work the employee is performing at the time, the parties recognizing that under certain conditions it will be impossible for employees to take a break until the urgent aspect of the work being performed is completed. Employees working overtime are entitled to one (1) fifteen (15) minute break for each four (4) hour period of overtime worked.

### Section 7.3. Overtime.

The City will endeavor to give the employees involved at least two (2) hours notice of available overtime. Except as provided below, overtime shall be considered voluntary if the two (2) hour notice is not given. The City will endeavor to equalize the opportunity to work overtime among the employees within the job classification who are capable of satisfactorily performing the required work. If the City is unable to fill an overtime opportunity with off duty employees, the City has the right to assign to the least senior employee on duty the overtime assignment. On duty employees who have worked twelve (12) continuous hours are exempt from this provision..

- a) Due to the emergency nature of the overtime work required of some employees, the above two (2) hour notice provision will not apply in emergency situations. In those situations employees will be expected to perform the overtime work.
- b) Employees will not be required to work a scheduled pass day except in case of emergency.
- c) Employees shall not be required, but may volunteer, to work more than twelve (12) consecutive hours in any twenty-four (24) hour period.

- d) Overtime will be rotated among employees on the basis of seniority.
- e) If no Bargaining Unit member accepts the overtime work, the City may, in the Chief's discretion, require the Bargaining Unit member with the least amount of seniority who is not on a scheduled pass day to perform the work or fill the overtime with an individual outside the Bargaining Unit.
- f) Employees will have an (8) eight hour break between shifts except for emergency situations or when the employee volunteers for overtime. If during the life of this agreement (1998-2000) the staffing level drops below seventeen, employees may be obligated to work eight (8) hours of overtime per pay period if the City deems such necessary. In such cases, the city will provide eight (8) hours off between shifts unless there is an emergency situation.
- g) If an employee is granted a paid leave contiguous to the employee's regularly scheduled pass days, and the employee is then later compelled to work an overtime assignment on the scheduled contiguous pass days, the affected employee shall have the option to withdraw their request for an approved paid leave.
- h) The City will allow a maximum of three (3) dispatchers off on paid time-off provided there is no more than one (1) employee from each shift on paid time-off at one time. If two (2) employees from the same shift request the same time off, the second person making the request will be allowed time off provided the employee makes arrangements with an employee from another shift to trade shifts. The trade can only be accomplished if the shift trade is made from a shift that has no one on leave for the time period requested. In no case shall the City incur overtime as a result of the shift trade.

#### Section 7.4. Change in Shift Hours.

In the event an employee receives two (2) or more hours' notice that his work shift hours are to be temporarily changed because of emergency, he shall be required to report to work on the new shift hours and shall be paid at his straight time earnings. In the event it becomes necessary to notify an

employee, with less than two (2) hours' notice, that his shift hours are to be temporarily changed because of emergency, the employee shall be required to report to work on the shift but shall be paid at time and one-half his regular hourly rate of pay for the first day of the new hours. Thereafter, for the period that the employee is assigned to the temporary shift hours, he shall be paid at his regular hourly rate of pay.

Section 7.5. Trading Shifts.

The City will allow an employee to change shifts and days off with another employee within his classification provided that such change does not affect the efficiency of the Dispatch Operation and further provided that the employee gets approval from the Chief of Police or designee. Approval will be granted provided that the employee gives at least one week's notice before the trading of days or rescheduling of days is done and provided that the trading or rescheduling does not result in the payment of overtime. The Chief of Police reserves the right to limit the length and frequency of such shift trades.

If a request for changing shifts and days off is made less than seven (7) days before the change would be effective, the Chief of Police may allow the change in his discretion, provided the trading does not result in the payment of overtime.

Section 7.6. Shift Assignments.

An employee may bid for a shift assignment and consecutive days off based upon his seniority in classification. Such bids shall be made every four months, with the first four-month period commencing January 1. Notwithstanding the first sentence of this Section, the Chief may assign employees to a

different shift to meet the needs of the Department for the purposes of training or in emergency situations. The Chief of Police retains the right to determine the number of employees off on each shift at any one time.

## ARTICLE 8 - WAGES

### Section 8.1. Wage Schedule.

The job classifications and rates of pay are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

### Section 8.2. Overtime Pay.

Time and one-half (1 1/2) the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours per week. However, it is understood and agreed that when an employee, as a result of regular shift rotations, is scheduled and works two shifts on the same day which are not consecutive shifts, he will not receive overtime for the second shift. There shall be no pyramiding of overtime hours.

### Section 8.3. Pay During Temporary Assignments.

The City shall have the right to temporarily assign employees, irrespective of their seniority status, from Dispatcher to Dispatch Supervisor to cover for employees who are absent from work due to illness, accident, vacation, pass days or leaves of absence for the period of such absence. It is understood and agreed that any employee temporarily assigned in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which they



are temporarily assigned. Employees temporarily transferred for the convenience of the City shall receive the probationary rate of pay of the Dispatch Supervisor from the first hour they are temporarily transferred. Should the employee work the entire shift as a transfer under this language, the employee is entitled to additional compensation of one (1) hours pay at the probationary rate of the Dispatch Supervisor. If the vacancy e will exceed two (2) days, the temporary supervisor will be removed from the dispatch board after the first two days of the vacancy.

a) Supervisors may perform dispatcher work under the following circumstances: when covering for a unit member during that member's break period, during heavy work load periods, during critical incidents, during declared emergencies and for training. Training shall encompass instructional purposes, updating technical training, and training in new policies and procedures. The City shall define a critical incident or a declared emergency: however, this section shall not be construed to allow the City to avoid overtime when there is a shortage of defined staffing.

b) Bargaining unit employees who train new hires shall receive a premium pay for hours spent training. The premium pay (per hour) is as follows: effective upon ratification, \$1.93; effective 01-01-99, \$1.97; effective 01-01-2000, \$2.05.

#### Section 8.4. New or Altered Job Classification.

When and if the City creates a new job classification or effects a significant alteration of the job content of an existing job classification, it shall set the rate of pay therefor, establish or amend the job description and advise the

Union as to both. If the Union disagrees with the rate of pay established, it may file a written grievance with respect thereto starting at the Second Step of the grievance procedure, provided that a grievance is filed within seven (7) calendar days after such notice is given to the Union. If, as a result, a different rate of pay is established, the different rate of pay shall become effective as of the date the job classification was created.

Section 8.5. Call in For Duty.

An employee called in for duty at a time other than his scheduled work shift shall be credited with a minimum of two (2) hours at one and one-half (1 1/2) times his hourly rate, or with the actual hours worked at one and one-half (1 1/2) times his hourly rate, whichever is greater, unless such time be continuous with his scheduled shift, in which case the guaranteed minimum payment shall not apply, but he shall be paid at one and one-half (1 1/2) times his hourly rate for all hours worked prior to his scheduled shift period provided he works until the end of his schedule. Shifts will not be altered to circumvent call-in pay.

- a) Notwithstanding the above, the guaranteed minimum payment shall not apply if it is necessary to call an employee back to work because, due to his fault, he failed to satisfactorily complete a report, complaint or other document during his regular duty hours.
- b) Notwithstanding the above, the guaranteed minimum payment for employees called to work to attend a training session or departmental meeting shall be a one (1) hour minimum at time and one-half (1 1/2) his regular hourly rate.

Section 8.6. Call In For Court. (Job Related)

Whenever it is necessary for an off-duty employee to be called to appear:

- 1) in court;
- 2) before the Prosecutor or his representative; or,
- 3) before any other official body or investigatory agency on matters pertaining to police business, he shall be paid a minimum of two (2) hours at time and one-half or at time and one-half for the total time spent until released for the day, whichever is greater, unless such time be continuous with his scheduled shift, in which case the guaranteed minimum payment shall not apply.

Section 8.7. Compensatory Time.

An employee may accumulate up to Ninety (90) hours in a compensatory time bank. Compensatory time may be accumulated from year to year. Unused compensatory time shall be paid upon an employee's separation, retirement or death. In the case of death, the payment shall be made to the employee's estate. Payments for unused compensatory time shall be made at the rate of pay in effect at the time of retirement, separation or death. An employee may cash in a maximum of forty (40) hours of compensatory time per calendar year at the employee's rate of pay in effect at the time of cash-in request. Such request is subject to approval by the Chief and the Finance Director, and their decision shall be final and not subject to the grievance procedure. Requests must be made at least fourteen days prior to the end of the calendar year.

ARTICLE 9 - HOLIDAYS

Section 9.1.

All employees who have been continuously employed as a full-time employee for a period of sixty (60) calendar days as

of the day celebrated as a holiday, shall be entitled to receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Two floating days per fiscal year  
(one earned on July 1 of each year  
and one earned on employee's birthday)

- a) To qualify, the employee must either work his entire scheduled work day on a holiday, or if not scheduled, then his entire last regularly scheduled working day before and after the day celebrated as a holiday, unless excused due to an illness or injury, verified by a doctor, or excused early from work due to unavoidable circumstances.
- b) An employee shall receive eight (8) hours pay at his regular straight time rate for such holiday and time and one-half for hours worked on such holidays.
- c) If a holiday occurs during an employee's scheduled vacation, the employee may be permitted to take an additional day of vacation.
- d) The floating holiday will be scheduled prior to the posting of the monthly schedule during which it is to be taken with the exception of a floating holiday being used in lieu of a sick day, when no sick time is available to the employee. No overtime shall be paid when working a floating holiday.

#### ARTICLE 10 - VACATIONS

##### Section 10.1. Vacation Schedule.

Vacation for the purpose of this Agreement shall be defined as an authorized absence from duty, with pay, granted all nonprobationary full-time employees. The amount of vacation leave is dependent upon an employee's length of service. Employees who have worked not less than eighteen hundred (1800) hours shall have vacation credited on the next anniversary date of their employment

in accordance with the following schedule: New employees must work not less than 1960 hours the first year of employment to qualify.

One (1) year of service but less than five (5) years of service - 2 weeks (80 hours).

Five (5) years but less than ten (10) years of service - 3 weeks (120 hours).

Ten (10) years but less than fifteen (15) years of service - 4 weeks (160 hours).

Fifteen (15) years but less than twenty (20) years of service - 5 weeks (200 hours).

Twenty (20) years or more - 6 weeks (240 hours).

Employees working less than 1,800 hours but more than 1,040 hours during the year shall receive a pro-rata vacation benefit rounded upward to the nearest half day. Proration shall be based on 1,800 hours. Employees working less than 1,040 hours shall not earn vacation.

#### Section 10.2. Administration of Vacation Leave.

- a) Unused vacation leave will be allowed to accrue to a maximum of 40 hours.
- b) Official holidays occurring during a vacation may be added to the vacation.
- c) Vacation leave does not accrue until the anniversary date of employment.
- d) Accumulated vacation leave cannot be transferred from one employee to another employee.
- e) Vacation leave shall not be taken in advance of accrual.

#### Section 10.3. Scheduling Vacations.

- a) The year shall be divided into a summer and a winter vacation period as follows: (a) Summer vacation period - April 1st to September 30th.

(b) Winter vacation period - October 1st to March 31st.

- b) The City will allow up to three (3) dispatchers off on vacation at one time, provided that only one dispatcher from each shift will be allowed off at a given time. For vacation purposes the 10:45 am to 6:45 pm shift will be considered 1st shift and the 6:45 pm to 2:45 am shift shall be considered the 2nd shift. The City and Union agree to execute a letter of understanding setting forth a mutual agreement on the number of employees who may be on vacation once the City staffing level is at full capacity.
- c) Vacation choices are governed by the seniority of employees.
- d) An employee may split a vacation within a summer or winter period but the second choice loses priority and falls to the end of the list.
- e) An employee with seniority may not bump a junior employee's vacation choice once the vacation schedule is posted.

Section 10.4. Termination of Employment.

If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after his anniversary date of any calendar year upon which he qualified for such vacation without having received same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of his anniversary date. Employees working less than 1,800 hours, but more than 1,040 hours shall receive pro-rata vacation benefit rounded upward to the nearest half day.

ARTICLE 11 - INSURANCE

Section 11.1. Health Insurance.

The City shall provide each full-time employee the option of selecting one of the following health plans:

**PLAN I:** BC/BSM comprehensive major medical plan (or equivalent) with the following benefits:

Benefit: \$5,000,000 lifetime coverage  
Deductible: \$100/person, \$200/family  
Prescription drug: \$5.00 co-pay  
Coinsurance: Insurance pays 90% of first \$5,000 in expenses after deductible, 100% thereafter  
Charges: pays based on reasonable and customary charges as defined by the carrier

**PLAN II:** Health Maintenance Organization:

Provided coverage is available, the Health Maintenance Organization (HMO) service shall be an alternative choice to the services provided in Plan I.

The HMO coverage has been adjusted by adding a provision requiring a 25 percent copayment on all hospital-billed charges up to a maximum copayment of \$250 per individual and \$500 per family per calendar year.

Under both Plan I and Plan II, the City agrees to pay the premium for eligible employees and their dependents. The maximum premium contribution by the City for HMO (Plan II) coverage shall be limited to the monthly premium paid under Plan I. Any premium in excess of this amount shall be paid by the employee via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

Effective upon ratification of this Agreement, employees shall begin contributing to the health insurance premium.

Contributions shall be \$2.50 per week payable via payroll deduction. The amounts listed in this paragraph are in addition to any contribution required for Plan II as outlined above.

Effective upon ratification of this agreement, the co-pay for prescription drugs under traditional BC/BSM (or equivalent) shall increase to \$5.00.

The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits.

The City agrees to offer employees the opportunity to renew their health insurance coverage each fiscal year, and to choose Plan I or Plan II as their health insurance provider.

Section 11.2. Retiree Health Insurance

Employees hired after 07-01-98 must have at least fifteen (15) years of service at the time of retirement to qualify for full payment of the above benefits. Those employees hired after 07-01-98, retiring with at least ten (10) years of service are eligible for 75% of the retiree health benefits outlined below. Employees hired after 07-01-98 with between ten (10) and fifteen (15) years of service at the time of retirement will receive a prorated amount (e.g. 11 years = 80% benefit; 12 years = 85% benefit, 13 years = 90% benefit; 14 years = 95% benefit).

Effective:	12/1/97	12/1/98	12/1/99
	\$180.00	\$190.00	\$200.00

The City shall contribute to the cost of Medicare supplement an amount not exceeding the following:



Effective:	12/1/97	12/1/98	12/1/99
	\$100.00	\$130.00	\$135.00

If the retiree has dependents, the City agrees to contribute to the cost of health care benefits according to the following schedule:

1) Employee and Dependents non-Medicare eligible:

Effective:	12/1/97	12/1/98	12/1/99
Employee	\$110.00	\$115.00	\$120.00
Dependent	\$ 70.00	\$ 75.00	\$ 80.00

2) Employee and Dependents Medicare eligible:

Effective	12/1/97	12/1/98	12/1/99
Employee	\$60.00	\$80.00	\$85.00
Dependent	\$40.00	\$50.00	\$50.00

3) Employee is under 65 and his dependent(s) are Medicare eligible:

Effective	12/1/97	12/1/98	12/1/99
Employee	\$110.00	\$115.00	\$120.00
Dependent	\$ 70.00	\$ 75.00	\$ 80.00

4) Employee is Medicare eligible and his dependent(s) is under age 65:

Effective	12/1/97	12/1/98	12/1/99
Employee	\$60.00	\$80.00	\$85.00
Dependent	\$70.00	\$75.00	\$80.00

If the employee's dependent(s) die, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefit as previously described in this Agreement.

Should the retiree die, the surviving spouse will be able to continue the City's plan provided the surviving spouse

assumes the difference in cost for the applicable coverage of the surviving spouse's age group.

Section 11.3. Dental Insurance.

The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

- Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class IA)  
\$25.00 per person on balance of Class I and Class II benefits
- Benefit: \$1,500 annual maximum contract benefit per person for Class I and II benefits
- Orthodontics: 50% co-pay on Class III benefits, with lifetime maximum of \$1,000 per eligible person
- Charges: pays based on usual, customary, and reasonable as determined by the insurance carrier

Employees newly-hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

Section 11.4. Life Insurance.

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employees base annual salary, rounded up to the next thousandth dollar. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$2,000; dependent coverage shall be \$1,000 per dependent.

Section 11.5. - Conditions of Insurance Coverage.

Insurance provided under Sections 1 through 3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the

insurance described in Section 1 through 3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this agreement.

Section 11.6. Public Employee Liability Insurance.

The City shall defend and indemnify employees pursuant to the terms of Resolution No. 186 of 1980, adopted by the Battle Creek City Commission on July 1, 1980. The Resolution states that it is the policy of the City of Battle Creek to defend and indemnify employees from any claims, liabilities, costs, judgments or settlements which said employees shall be legally obligated to pay as a result of actions taken, or not taken, while acting in the course of their employment or in the performance of their duties and while acting in the scope of their authority, to the extent not covered by insurance.

ARTICLE 12 - SICK PLAN

Section 12.1. Sickness and Accident Policy.

The following paid sick leave program shall be in effect, subject to the provisions of the insurance policy:

- a) Accidental Injury - If accidental bodily injury shall be sustained by an employee while insured hereunder and shall, from the date of the accident directly and independently of all other causes, result in the total disability of such employee, the City will pay periodically, commencing with the first day of such continuous disability, a weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which such employee is insured. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:
  - 1) For which the employee is not regularly treated by a legally qualified physician.

- 2) Resulting from intentionally self-inflicted injury or attempted self-destruction.
  - 3) Resulting from injury sustained as a result of war, declared or undeclared, or any act incident thereto or engaging in a riot.
  - 4) Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
- b) Sickness or Pregnancy - If sickness or pregnancy shall cause total and permanent disability and if such disability begins while the employee is insured hereunder, the City will pay periodically, commencing with the eighth (8th) day of such disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such continuous disability, but not to exceed twenty-six (26) weeks for any one sickness. If the disability continues for two (2) weeks or longer (ten (10) working days), compensation shall be computed from the first day of the disability. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th part) of the weekly indemnity for which the employee is insured. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:
- 1) For which the employee is not regularly treated by a legally qualified physician.
  - 2) Resulting from sickness contracted as a result of war, declared or undeclared, or any incident thereto or engaging in a riot.
  - 3) For which the employee is entitled to indemnity in accordance with the provisions of any Worker's Compensation or occupation disease act or similar law.
- c) Payment shall not be made under both the weekly indemnity accident provisions and the weekly indemnity sickness or pregnancy insurance provision in respect to any day of disability.
- d) Successive periods of disability, whether under the weekly indemnity accident insurance or under the weekly indemnity sickness or pregnancy insurance, will be considered due to one accident or sickness, unless the successive periods are separated by the employee's return to full-time, active work with the City for at least six (6) months.
- e) Total disability as used herein, shall mean:

- 1) Complete inability of the insured employee to perform any of the duties of his regular occupation or employment during the first twenty-four (24) months of continuous disability after the elimination period and not engaged in any other substantially gainful employment.
  - 2) Complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience.
- f) The following weekly indemnity benefits begin with the first day of disability due to an accident and on the eighth (8th) day due to a sickness or pregnancy:

Weekly Earnings Based on  
a Forty (40) Hour Week

Weekly  
Benefit

Upon ratification

66 2/3% of weekly earnings

Section 12.2. Qualification for Paid Sick Leave Credits.

In order to qualify for sick leave payments, the employee must:

- a) For those long term illnesses (contemplated to be of more than a week's duration), notify his department prior to his normal starting time on the first day of the absence and prior to his return from such absence, unless the circumstances surrounding the absence make such reporting impossible in which event such report must be made as soon thereafter as possible.
- b) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE 13 - LONGEVITY

Section 13.1. Eligibility.

Only full-time employees are eligible for longevity pay.

Section 13.2. Payment Schedule.

Longevity payments shall be made according to the following schedule:

- a) To those full-time employees who, prior to December 1 of each year have completed seven (7), but less than twelve (12) years of continuous service, the City will grant in the first pay period following December 1 of each year a payment of \$375.

- b) To those full-time employees who, prior to December 1 of each year have completed twelve (12), but less than twenty (20) years of continuous service, the City will grant in the first pay period following December 1 of each year an amount equal to \$675.
- c) To those full-time employees who, prior to December 1 of each year have completed twenty (20) or more years of continuous service, the City will grant in the first pay period following December 1 of each year an amount equal to \$875.
- d) Any employee who terminates his employment for any reason after his employment anniversary date of any year shall receive, along with the final check, the amount of longevity to which he became entitled as of his employment anniversary date.
- e) Employees who have qualified for longevity pay shall, upon retirement with a pension benefit immediately payable, receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- f) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.
- g) For the purpose of computing service time under this section of the contract, employees shall be given credit for service years with the Area Metropolitan Services Agency prior to the effective date of the take over of the Dispatch Center by the City of Battle Creek, that being January 1, 1989.

#### ARTICLE 14- PENSION

##### Section 14.1.

Effective January 1, 1989, bargaining unit employees became members of the Michigan Employees Retirement System (MERS). At that time, the City assumed the cost of the employees' contribution in the manner prescribed under the Michigan Employees Retirement System Plan. The pension plan includes the following benefits:

a) Employees shall be covered by Benefit Program C-2. Pursuant to the provisions of this program, upon attainment of age 65 the pension shall be reduced to Benefit Program B-1. Effective for employees retiring on or after December 31, 1997, the Benefit Program shall be program B-2. For employee retiring on or after December 31, 2000, the Benefit Program shall be program B-4.

b) Employees are covered by Benefit Program FAC-5 for purposes of determining final average compensation. For employees retiring on or after December 31, 2000, the final average compensation will be determined by using Benefit Program FAC-3.

c) Effective January 1, 2001, employees shall be required to contribute 1.0% of their weekly gross pay to the pension system. Effective January 1, 2002, the employee pension contribution will increase to 1.75% of an employee's weekly gross pay. Effective January 1, 2003, the employee contribution to the pension system shall increase to 2.5% of the employee's weekly gross pay.

d) Bargaining unit members are covered by Benefit Program F-55-25. This Benefit Program allows an employee to retire at age 55 with 25 or more years of service without an actuarial reduction in pension benefits.

#### Section 14.2.

The IRA Retirement Program previously provided the Area Metropolitan Services Agency shall be frozen effective January 1, 1989. The City of Battle Creek is no longer responsible for funding the previous pension system.

Section 14.3. Educational Incentive Schedule.

The City recognizes that employees who continually upgrade their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to pay permanent, full-time employees who have completed accredited courses in job related curriculum in the amounts as set forth below. All courses must be certified by an accredited college before payment is made and a passing score for the course ("C" or above) must be received. The Director of Employee Relations will define job-related areas. Proof of completion of courses rests with the employee and must be presented in the Personnel office for payment. Payments shall be made each July 1, according to the following schedule:

- (a) Seventy-five Dollars (\$75.00) for completion of a one semester certification program, usually 15 to 19 credit hours, in a job-related field.
- (b) One Hundred Dollars (\$100.00) for completing a two (2) semester certification program in a job-related field or the equivalent of thirty (30) credit hours. Equivalency requirements to meet are a minimum of 21 credit hours in the respective job-related field and nine (9) credit hours in general courses.
- (c) Two hundred dollars (\$200.00) for completion of an Associates Degree in a job-related field or the equivalent of sixty (60) credit hours in a job-related field.
- (d) Three Hundred (\$300.00) per year for completion of a Bachelor Degree.



## ARTICLE 15 - WORK STOPPAGE

### Section 15.1. No Strike - No Lockout Pledge.

The Union agrees during the term of this Agreement that it nor employees represented by it will strike, slowdown, engage in mass sick calls, sympathy strikes, unlawful picketing, or in any other manner impede the full working efficiency of the City, including refusals to perform customarily assigned duties and overtime work. The City agrees that during the same period there shall be no lockouts. The Union shall neither cause nor counsel any or all of its members to engage in such acts. Such acts are hereby deemed illegal and a violation of this Agreement.

### Section 15.2. Discipline for Violation of No Strike Pledge.

Any or all of the employees who engage in any activity prohibited in this Article shall be subject to discharge or other discipline as may be determined by the City. Notwithstanding the above, any question concerning whether an employee actually engaged in such prohibited activity may be resolved under the grievance procedure, provided that a grievance is timely filed.

## ARTICLE 16 - MISCELLANEOUS

### Section 16.1. Rules and Regulations.

It is understood that the City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations and service to the community. In the event the Union

desires to challenge the reasonableness of any new rule or regulations, the matter shall be resolved under the grievance procedure, provided that a grievance is filed within seven (7) regularly scheduled working days after the Union has notice of the new rule or regulation.

Section 16.2. Subcontracting.

When the City has decided to subcontract work normally performed by Bargaining Unit employees and for which the City has facilities to perform the work, the City will notify the Union, and if requested, meet and discuss the subcontracting. This Agreement is not in any way to be construed as prohibiting or preventing subcontracting by the City.

Section 16.3. Entire Agreements.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, mutually agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

Section 16.4. Gender Clause.

The term "employee" or "employees" shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise. Reference to a masculine noun in this Agreement shall be interpreted to include the feminine, unless specifically provided otherwise.

Section 16.5. Savings Clause.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.6. Internal Investigations.

Any internal investigation of matters pertaining to the operation, administration and supervision of the Dispatch Center will be handled by the Chief of Police or his designee. However, this does not prohibit an outside department from interviewing employees in the conduct of criminal investigations or the investigation of improprieties by an officer of an outside department in violation of the rules and regulations of the outside department.

Section 16.7. Residency.

Individuals commencing employment with the City on or after January 1, 1989, shall be required to establish residency in the Metropolitan Area within three (3) months of the completion of the employee's probationary period. Full-time Bargaining Unit members employed on or before January 1, 1989, shall be exempt from this residency policy.

- a) All employees who are required to establish and/or maintain residence under this policy shall comply with such request as a condition of continued employment. Any employee who fails to abide by the provisions of this Section shall forfeit his employment thirty (30) days after written notice shall be given such employee by the City Manager that the employee is in violation of the residency requirement. Such forfeiture of employment shall be considered voluntary separation from service as an employee and such act shall constitute a resignation.
- b) Metropolitan Area shall be defined as: within the corporate limits of the City of Battle Creek and also within the corporate limits of the following jurisdictions: City of Springfield and the townships of Bedford, Emmett, Pennfield, Leroy and Newton.

ARTICLE 17 - DURATION

Section 17.1.

This Agreement shall become effective as of the 1st day of January, 1998, and shall remain in full force and effect through the 31st day of December, 2000, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BATTLE CREEK

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

By: Merrill R. Stanley  
Merrill R. Stanley  
City Manager

Lesly E. Vogt Pass

By: Russell W. Claggett  
Russell W. Claggett  
Deputy City Attorney/Labor

James Kehoe V.P.

By: Wayne D. Wiley  
Wayne D. Wiley  
Assistant City Manager

William X. Traylor CHIEF  
STEWART

By: W. Harold Macon  
W. Harold Macon  
Director of Employee Relations

Barbara Noel, Sec. Treas

Thomas Griffin 3-9-99  
Thomas Griffin, Business Agent

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BATTLE CREEK

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Merrill R. Stanley  
City Manager

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Wayne D. Wiley  
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W. Harold Macon  
Director of Employee Relations

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

Tommy G. Clift - Pres

James Kehoe V.P.

William F. ... CHIEF STEWARD

Raymond ... Sec. Treas

Thomas Griffin 3-9-99  
Thomas Griffin, Business Agent

APPENDIX A

01-01-98 Start 23443

<u>Effective</u>	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
01-01-98	23443	27469	29250	30480	31374	32222
01-01-99	23912	28018	29835	31089	32001	32866
01-01-00	24390	28578	30432	31711	32641	34181