

4392

6/30/2000

CITY OF BELDING
POLICE OFFICERS LABOR COUNCIL
BELDING POLICE DEPARTMENT DIVISION

Belding, City of

Memorandum

To: Chief Woelkers
CC:
From: Belding Police Officer Bargaining Unit
Date: February 2, 1999
Subject: Letter of Agreement - 10 hr shifts

This letter will serve as a letter of agreement between the Belding Police Officer Bargaining Unit (Union) and the City of Belding (Administration) to have a three month trial period of 10 hour shifts. A sample of the agreed upon shifts is attached.

The Administration retains the right to move officers four hours each way of their scheduled duty time to cover vacations and training days. These changes in the duty schedule will be made ten (10) days prior to the date of the change. All other parts of the contract, including addendums and attachments, remain in effect.

For the City:

Signed: *C. J. Walker* Date: 2/2/99
Signed: *James C. Walker* Date: 2/2/99

For the Union:

Signed: *Quentin D. Hancock* Date: 02-02-99
Signed: *William A. Burns* Date: 2/2/99

CITY OF BELDING

POLICE OFFICERS LABOR COUNCIL
BELDING POLICE DEPARTMENT DIVISION

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AGREEMENT

THIS AGREEMENT is entered into between the City of Belding, Michigan, hereinafter referred to as the "City" or the "Employer", and the Police Officers Labor Council, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and working conditions.

ARTICLE 1 RECOGNITION OF THE UNION

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby recognizes the union as the sole and exclusive bargaining representative for all employees covered by the bargaining unit.

SECTION 2. Definition of the Bargaining Unit. The bargaining unit consists of all regular, full-time employees of the Police Department of the City of Belding, whose positions are classified as Sergeant and Police Officer. All other employees in this department are excluded from recognition in this bargaining unit such as employees in the position classified as Chief.

ARTICLE 2 MANAGEMENT RIGHTS

The City on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, materials or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) to subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the personnel capability of the Police Department; however, all other subcontracting shall be the object of collective bargaining; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement;

(f) to hire, assign and lay off employees in accordance with the terms of this Agreement, however, all reductions in the work week or the work day or any reduction involving a combination of the length of workday, work week and/or layoffs, are the objects of collective bargaining; (g) to permit municipal employees not included in a bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the personnel capability of the Police Department, however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s) and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining; (j) to determine lunch, rest periods, and cleanup times, the starting and quitting time; (k) to establish reasonable work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and procedures contained within the Belding Police Department Law Enforcement Procedure Manual; however, the City shall notify the Union of planned additions, modifications, changes or amendments of its rules and give it the opportunity to be heard thereon; (n) to transfer, promote and demote employees from one classification, department or shift to another, with just cause; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; (p) to subcontract ambulance service.

The City may use temporary employees to fill in when a full-time employee is off due to unusual or unforeseen circumstances. However, the temporary cannot cause the lay off or displacement of a full-time employee, nor shall the temporary cause a full-time employee to lose overtime he or she would normally work.

Should the City decide it is necessary to hire a temporary employee, they shall notify the Police Officers Labor Council of the reason for the use of the temporary and a period of time the temporary is expected to be working. The period of time shall not exceed six months, nor shall it exceed the time the full-time employee can return to full duty status.

If the full-time employee cannot return to work within the six-month period, the City shall notify the Council and a new period of time shall be established.

ARTICLE 3 NO STRIKE

SECTION 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City of Belding.

ARTICLE 4
UNION BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Union will include not more than three (3) representatives. These representatives shall be composed of two (2) members of the bargaining unit and one (1) representative of the Police Officers Labor Council. The Union will furnish the Employer with a written list of the Union's bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.

SECTION 2. Employee members of the Union's bargaining committee will be paid straight time for the time spent in negotiations with the Employer, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during his tour of duty on that day. Such time spent will not count as time worked when computing overtime.

ARTICLE 5
UNION SECURITY

SECTION 1. The Employer will not discriminate against any employee because of membership in the Union.

SECTION 2. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following subsections:

- A. The Union shall obtain from each of its members and non-members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.
- B. All Check-Off Authorization Forms shall be filed with the City's payroll clerk who may return any incomplete, or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national, or other dues and assessments or other amounts for other Union activities.

D. The Employer shall check-off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Clerk/Treasurer within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City Clerk/Treasurer and City Manager, and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.

G. The Union shall provide at least thirty (30) days written notice to the City Clerk/Treasurer of the amount of Union dues and/or representation fees to be deducted from the wages of City employees in accordance with this Article. Any changes in the amounts determined will also be provided to the City Clerk/Treasurer at least thirty (30) days prior to its implementation.

H. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or insurance on any list, notice, certification, or authorization under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

I. The Union shall exclusively use the following check-off authorization form as herein provided for:

CHECK-OFF AUTHORIZATION FORM

POLICE OFFICERS LABOR COUNCIL
BELDING POLICE DEPARTMENT
BELDING, MICHIGAN

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Police Officers Labor Council and/or Union dues of \$_____ per quarter. The amount deducted shall be paid to the Treasurer of the Police Officers Labor Council, according to the agreement reached between the City and the Union.

This authorization shall remain in effect until, by written notice to the City Clerk, I request its revocation.

Last Name First Name Middle Initial PRINT: Rank

Date deduction is to start Signature _____

Address _____

Month Year City _____ State _____

ARTICLE 6
GRIEVANCE PROCEDURE

SECTION 1. For the purpose of this Agreement, "grievance" means any dispute regarding meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

SECTION 2. An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1. If an employee has a grievance and wishes to enter it into the Grievance Procedure, he/she, or a Union representative, must discuss it with the Chief of Police within seventy-two (72) hours after its occurrence, excluding Saturdays, Sundays and Holidays. In the event that the Chief of Police is not available within said period, then the City will designate a person who will act as the said immediate supervisor. If the Employer requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in discussion, he/she will be required to do so.

Step 2. (a) If the grievance is not resolved, the Union representative must reduce the grievance to writing and present it to the Chief of Police within four (4) days after the meeting with the Chief of Police in order to be a proper matter for the Grievance Procedure. The grievance shall be dated and signed by the aggrieved employee and his/her Union representative and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief of Police receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief of Police to discuss the grievance. The Chief of Police will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

(b) A grievance not appealed from an answer at Step 2 of the Grievance Procedure to Step 3 of the Grievance Procedure within five (5) days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

Step 3. (a) If the answer of the Chief of Police is not satisfactory, the grievance may be referred to the Union president who may submit his appeal to the City Manager indicating the reasons why the written answer of the Chief of Police was unsatisfactory. A meeting between the said President and the City Manager will be arranged to discuss the grievance or grievances being appealed. Said meeting shall be within five (5) days from the date when the said appeal was received by the City Manager. The answer will be given in writing within ten (10) days of the date of the meeting.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with

the City Manager for which a written request has been made.

(c) The Union President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her immediate supervisor to do so. The immediate supervisor will normally grant permission and provide sufficient time to the Union President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Union President or his/her representative leaving his/her work during working hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Union President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special meeting.

Step 4. (a) In the event the City and the Union are unable to agree upon a final settlement of the grievance, settlement may be determined by decision of the arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within five (5) days, the arbitrator shall be selected by the Federal Mediation and Conciliation Services. The fees and approved expenses of the arbitrator will be paid by the parties equally.

(b) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(c) Finality of Decisions. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members to appeal to any court or labor board a decision of the arbitrator.

SECTION 3. Withdrawal of Cases. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the eventual outcome of a representative grievance, but the withdrawal without prejudice will not affect financial liability.

ARTICLE 7
UNION REPRESENTATION

SECTION 1. Employees within the bargaining unit shall be represented by a Union Representative for each work shift. The Union shall furnish the Employer with a list of the representative's names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union President to serve in the absence of the regular representative.

SECTION 2. When requested by an officer, a representative may investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefore during working hours, without loss of time or pay, upon notification and approval of the Chief of Police.

SECTION 3. The Employer agrees to allow the use of the Interrogation Room for private consultation between members of the bargaining unit provided such use does not interfere with the normal operation of the Department.

SECTION 4. A non-employee Union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

ARTICLE 8
HOURS AND RATES OF PAY

SECTION 1. Work Day and Hours. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.

Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

SECTION 2. Overtime. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his/her normal scheduled work day or normal scheduled work week, when authorized by the department head. It does include training sessions, consultations with prosecuting officials and signing of complaints.

All officers on duty shall be paid for overtime at one and one-half (1-1/2) times their regular hourly rate in fifteen (15)minute segments.

SECTION 3. The City shall provide not less than two (2) firearms training and qualifications meetings each calendar year totalling not less than sixteen (16) hours per year for each employee in the bargaining unit.

Employees will be credited with one and one-half (1-1/2) hours of compensatory time for each hour of training in lieu of receiving overtime compensation.

LETTER OF AGREEMENT BETWEEN THE CITY OF BELDING AND
THE POLICE OFFICER'S LABOR COUNCIL

ADDENDUM TO ARTICLE 8, SECTION 10
POLICE UNION CONTRACT


Compensatory time off may be accrued while an employee is utilizing paid sick leave, paid vacation leave, and/or paid birthday/personal leave in conjunction with the regular pay period. All comp hours accrued must be in excess of forty hours in the regular work week. All other contract language relating to compensatory time remains in place and valid.

This agreement will expire on October 1, 1999, unless it is mutually agreed upon by both parties to renew the agreement for a determined period of time.

IN WITNESS WHEREOF, the parties have set their hands this 15 of September, 1998.

POLICE OFFICER'S LABOR COUNCIL

CITY OF BELDING



Mike Hopkins



Vance Ishler, City Manager

SECTION 4. Call Back. Employees covered hereby who are called back to work for reasons other than time spent in Court testifying, time spent in signing complaints or official documents, or writing reports, shall receive minimum pay therefore of either two (2) hours at straight time or time and one-half for all hours so worked, whichever is greater.

SECTION 5. Scheduling. A regularly scheduled shift shall be posted once every thirty (30) days to determine the normal work day for each member of the bargaining unit. Said schedule shall be posted seven (7) days prior to its effective date.

SECTION 6. Pyramiding. Payments for overtime and call back time shall not be duplicated for the same hours worked as heretofore provided.

SECTION 7. Court Time. Only an off-duty officer, when required to testify in Court as a witness, shall receive overtime pay, such pay to be a minimum of either two (2) hours at straight time or time and one-half (1-1/2) for all hours so worked, whichever is greater.

SECTION 8. Overtime. Any overtime and/or call back time worked by an employee without the prior authorization of the shift commander in accordance with General Order Number 12 will not be compensated for by the terms of this Agreement or any other Agreement. It is specifically understood that the authorization of any overtime is discretionary with the shift commander, subject to General Order Number 12.

SECTION 9. Holiday and Overtime Schedule. All employees shall be offered and scheduled an equal number of holidays for which double and one-half time is paid; however, in the event that an employee does not wish to work on the holiday offered, then that holiday must be offered to the employee with the fewest holidays worked, and in the event that there is more than one employee with the same amount of holidays worked, then the opportunity shall be offered to the employee with the longest term of employment.

The offering and scheduling of overtime shall be offered on a similar basis as holidays, except when an officer is investigating a case assigned to him

See Previous Page
SECTION 10. Compensatory Time Off. Compensatory time off will be calculated at the rate of one and one half (1-1/2) for all hours worked by bargaining unit employees in excess of 40 hours per week. However, the amount of hours over 40 to be credited to the employees compensatory time account will be at the discretion of the employee.

Compensatory time off will not be accrued in increments of less than one (1) hour.

Compensatory time off may not be used in increments of less than one (1) hour.

Compensatory time off can only be accumulated to a maximum of twenty four (24) hours, unless approved, in writing, by the City Manager.

Compensatory time off can only be accrued from normal law enforcement duties, or such related duties.

If an employee is laid off for more than thirty (30) days, or killed for any reason, the Accrued Compensatory Time Off of the employee shall be paid to the employee, or employee's

beneficiary on the first regular payday after the incident occurred.
Compensatory time off must be used in the same contract year in which it was earned.

ARTICLE 9
LONGEVITY PAY

Effective July 1, 1989, all regular, full-time employees in the active service of the Employer, shall be entitled to receive longevity pay for their length of continuous service with the Employer. Such pay will be based on the following schedule:

| | |
|---------------------------------------------------------|----------|
| 4 or more but less than 8 years of continuous service | \$150.00 |
| 8 or more but less than 12 years of continuous service | \$300.00 |
| 12 or more but less than 16 years of continuous service | \$450.00 |
| 16 or more but less than 20 years of continuous service | \$600.00 |
| 20 or more years of continuous service | \$750.00 |

Such longevity shall be paid in a separate check no later than the first pay day in December.

ARTICLE 10
LIFE INSURANCE

The Employer shall furnish life insurance in the amount of \$15,000 for each full-time employee.

ARTICLE 11
RETIREMENT BENEFITS

All benefits allowed by the Employer, both charter and statutory, are incorporated in this contract by reference.

Effective July 1, 1985, the age of retirement shall be established at a non-mandatory age of fifty-five (55) for full-time employees. The City agrees a "paid hospitalization after retirement" clause shall be effective July 1, 1987, and included in the contract according to the following schedule:

| <u>Years of Service at Retirement</u> | <u>Amount Paid by City Towards Hospitalization</u> |
|---------------------------------------|----------------------------------------------------|
| 25 Years or More | \$300.00 per month |
| 15-25 Years of Service | \$175.00 per month |
| 10-15 Years of Service | \$125.00 per month |

The amount paid toward hospitalization covers the employee's spouse as well.

Effective July 1, 1995, the Employer increased its contribution share to nine percent (9%) of the employee's wages to employee's retirement plan. Effective July 1, 1997, for employees with 15+ years of service, the Employer shall increase its contribution share to ten percent (10%) of the employee's wages to employee's retirement plan. The employee shall have the option of paying in an additional percentage.

ARTICLE 12 LIABILITY INSURANCE

The City of Belding shall provide legal defense and indemnify employees for any liability arising out of the proper performance of their duties and responsibilities with the Belding Police Department.

ARTICLE 13 SENIORITY

SECTION 1. Definitions. Seniority shall mean the status attained by continuous length of service in the Department.

SECTION 2. Seniority Lists. The Employer shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the Union the first month of each year or as soon as practicable the first year.

SECTION 3. The Employer agrees to assign the probationary employee to the first available program to meet the Michigan Law Enforcement Officials Training Council, as required by State Law.

ARTICLE 14 LOSS OF SENIORITY

SECTION 1. An employee shall lose status as an employee and his/her seniority if the employee:

1. resigns, quits or retires.
2. is discharged with cause.
3. is convicted of a felony or Circuit Court misdemeanor.
4. has been on layoff for a period of time equal to his/her seniority at the time of layoff or one (1) year, whichever is lesser.
5. is absent from work, including the failure to return to work at the expiration of a

leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE 15
PROBATIONARY PERIOD

When a new employee is hired in the bargaining unit, he or she shall be considered as a probationary employee for the first six (6) months of continuous full-time employment after completion of a training program approved by the Michigan Law Enforcement Officials Training Council. The probationary period may be extended at the discretion of the Employer for an additional six (6) months.

The Union shall represent probationary employees with respect to wages, hours, and other terms and conditions of employment except with respect to the discipline or discharge of a probationary employee.

ARTICLE 16
NEW OR CHANGE OF JOBS

Existing classifications and job descriptions shall not be changed arbitrarily.

ARTICLE 17
LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

(a) No regular, full-time employee shall be laid off from his or her position in the Police Department while any temporary or non-bargaining unit personnel are serving in the same classifications in the Department.

(b) The layoff of employees shall be in the inverse order of their seniority.

SECTION 3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least two (2) weeks written notice prior to the date of the layoff.

SECTION 4. Recall from Layoff.

(a) Employees to be recalled from layoff shall be given a minimum of five (5) calendar days

to respond after notice has been sent to the employee by certified mail to his/her last known address.

(b) Employees who decline recall, or, who in the absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority.

ARTICLE 18 DISCHARGE AND DISCIPLINE

SECTION 1. The City and the Union mutually subscribe to the doctrine of progressive discipline provided, however, that no non-probationary employee shall be disciplined or discharged except for just cause. Any discipline imposed will be corrective in nature, however, nothing shall prevent the Employer from taking immediate action should the Employer determine the circumstances warrant immediate action.

SECTION 2. At the time disciplinary action is taken against an employee, or as soon thereafter as possible, the employer shall give the employee and Union Steward a written statement citing the specific charges of the employee's alleged offense, date and time of the alleged offense and the location of the offense, the penalty assessed, and the time the penalty becomes effective.

SECTION 3. The disciplined, suspended or discharged non-probationary employee shall be allowed representation by the Union Steward at the time the employee is disciplined, suspended, or discharged and will be allowed an area to discuss the action taken by the Employer, prior to leaving the property, if required by the Employer. All such disciplinary action may be grieved through the grievance procedure of the Agreement

ARTICLE 19 PASS DAYS

SECTION 1. Definition. Because officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these as "Pass Days."

SECTION 2. Changing. Employees covered hereby may change a pass day after the schedule has been posted, if they receive permission from the Chief of Police.

ARTICLE 20
SICK LEAVE

SECTION 1. Each employee covered hereby shall earn sick leave credit at a rate of one (1) day for each completed month of service. Sick leave will be credited on an hourly basis, bi-weekly.

SECTION 2. Unused sick leave credits shall be accumulated to three hundred eighty-four (384) hours. However, an employee may at his/her option, in writing, accumulate sick leave without limit. Any amount accumulated over the 384 hours will be paid at the employee's regular rate of pay on, or no later, than the first payday in December of each year. Employees will not be paid for any accumulated sick leave days from prior years.

SECTION 3. An employee eligible for sick leave may use such leave upon approval of the Chief of Police for absence due to illness, injury or exposure to contagious disease. An employee taking sick leave shall inform his/her Chief of Police or Sergeant of this fact and the reason thereof, one (1) hour prior to the commencement of his/her assigned shift, and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Chief of Police may require proof of medical treatment when deemed appropriate.

If an off-duty officer is unavailable to work a vacant shift due to a sick call, then the officers on the previous shift shall be required to work the first four hours of the vacant shift and the following shift shall be responsible for the second four hours. The senior officer will be offered the time first and if unavailable, the junior officer shall work the four hours. Notifications shall be the responsibility of the senior officer on the previous shift.

SECTION 4. Sick leave absences shall be charged against the employee's sick leave accrual in increments of not less than one (1) hour.

SECTION 5. Unused sick leave credit shall be paid upon the retirement, resignation or dismissal of the employee from the service of the Employer at a rate of one-half (1/2) the number of accumulated sick hours, based upon the current hourly rate, to a maximum of three hundred eighty-four (384) hours accumulated. In the event of death, all accumulated sick leave credit will be paid at the current hourly rate to the spouse or family of the deceased employee.

SECTION 6. Pregnancy will be treated the same as any other illness or temporary disability. An employee may use sick leave for childbirth beginning the day the doctor determines that employee can no longer work and until the day the doctor determines the employee may return to work. The employee may apply for a leave of absence rather than using sick leave.

An employee, upon request, shall be granted a child care leave of absence of up to three (3) months and such leave of absence may be extended by the City.

ARTICLE 21

HOSPITALIZATION MEDICAL COVERAGE - DENTAL & OPTICAL INSURANCE

SECTION 1. The Employer shall make available to all employees covered hereby, a self-funded plan of hospital, medical and surgical insurance, administered by Group Benefit Services, Inc. A prescription drug rider is provided with a \$3.00 co-pay when using a Preferred pharmacy. The employee shall complete necessary forms furnished by the Employer. The Employer reserves the right to substitute another carrier of this coverage. The fundamental provisions of the present coverage will not be changed.

SECTION 2. The Employer will pay one hundred percent (100%) of the premium for full family ward coverage for all employees from the date of hire. The Employer shall pay fifty percent (50%) of the premium for members of the Employee's family that remain a dependent of the employee after the age of 19 years. Those dependents include, but are not limited to, full-time college students not having attained a Bachelor's Degree, or a child deemed by competent professional authority to be physically, mentally or emotionally unable to care for themselves.

SECTION 3. Effective July 1, 1990, the City initiated a dental plan which pays 100% of Class I, 75% of Class II and 50% of Class III benefits. Maximum benefits will be \$1,000 per year. Orthodontic coverage will be provided with a \$1,000 lifetime maximum. The additional monthly premium of this benefit will be paid by the City .

SECTION 4. Effective July 1, 1995, the City provides optical coverage for covered employees and dependent(s). This coverage will be no less than that which the Belding Firefighters receive under their current contract.

ARTICLE 22

MEDICAL DISPUTE

SECTION 1. In the event of a dispute involving an employee's physical ability to perform his/her job upon their return to work from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may require a report from a physician of its own choosing and at its own expense. If the dispute still exists, at the request of the Union, the Employee's doctor and the Employer's doctor shall agree upon a third physician to submit a report to the Employer and the Employee. The decision of such third party will be binding on both parties. The expense of the report of the third party shall be borne equally by the Employer and the Employee.

ARTICLE 23
VACATION LEAVE

SECTION 1. Vacations with pay are based on an employee's length of continuous employment as shown in the following plan. Employees may take five (5) working days after the first six (6) months of employment from the first year vacation allowance. Vacation pay will be based on a regular normal work week.

| <u>Length of Service</u> | <u>Vacation Allowance Per Year</u> |
|--------------------------|------------------------------------|
| 1 year | 10 working days |
| 2 years | 12 working days |
| 7 years | 13 working days |
| 9 years | 14 working days |
| 10 years | 15 working days |
| 11 years | 16 working days |
| 12 years | 17 working days |
| 13 years | 18 working days |
| 14 years | 19 working days |
| 15 years | 20 working days |

SECTION 2. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan, but will not be counted as time worked when computing the annual vacation allowance and the employee's vacation eligibility date will be postponed by an equal period of time.

SECTION 3. An employee may take his/her vacation anytime in the course of the year as long as it conforms with the requirements of the Department. Each employee must use at least ten (10) days of accumulated vacation allowance per year (after the first year). It is never permissible to postpone vacation days in excess of a two (2) year period. The employee may, upon request, accumulate vacation time to thirty (30) days of vacation time. After July 1, 1987, an employee may sell to the City up to ten (10) days of accumulated vacation allowance after having used ten (10) days of his/her vacation.

The City and the Police Officers Labor Council make the following Agreement: The fiscal year shall be used when computing vacation time used after a request for payment of accumulated vacation time made by an employee. The employee must have first used ten (10) days vacation time in the fiscal year in which the request for payment of accumulated vacation time is submitted.

SECTION 4. Vacation leaves shall be granted at such times as they least interfere with the efficient operation of the Department. Employees shall file written requests for vacation leave by April 1 of each year. On or before April 10, the Chief of Police shall post a vacation calendar in which vacation will be scheduled for those who have so requested, in accordance with seniority

throughout the Department. Vacations requested after the vacation calendar is posted shall not conflict with the vacations so scheduled. Such requests shall not be unreasonably denied.

SECTION 5. If an employee stops working for the Employer after his/her six months continuous full-time employment period, he/she will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory Notice of his/her intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

SECTION 6. Vacation Pay Advance. An employee going on vacation who so requests, shall be paid in advance. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process less any prior obligations.

SECTION 7. Pass days may be taken with vacations.

ARTICLE 24
PERSONAL LEAVE DAYS

SECTION 1. One (1) personal leave day (8 hours), with pay, shall be granted annually to each full-time continuous employee on the employment rolls of the Department as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing such date. Each full-time, continuous employee who is hired after the beginning of the fiscal year, shall be credited with one (1) personal leave day or a fractional amount thereof as follows:

| | |
|-----------------------|---------|
| July through December | 8 hours |
| January through March | 4 hours |
| April through May | 2 hours |
| June | 0 hours |

SECTION 2. The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than one hour. The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave, or during any other leave of absence.

SECTION 3. No carry over of unused personal leave day credit from one fiscal year to another shall be allowed.

The employee shall obtain the approval of the Chief of Police prior to being absent for all or any part, of the one (1) personal leave day.

ARTICLE 25
FUNERAL LEAVE

SECTION 1. If a death occurs among members of an employee's immediate family, the employee will be excused for the purposes of attending the funeral and make other necessary arrangements without the loss of pay from the date of death until the day after the funeral, but not more than a total of four (4) days, not to be charged against sick leave. If more days are needed, it shall be at the discretion of the Chief of Police.

SECTION 2. One (1) day, the day of the funeral, is allowed in the case of death of an uncle, aunt, nephew, niece, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, to be charged against sick leave.

SECTION 3. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, step children, grandmother, grandfather and grandchildren.

SECTION 4. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

ARTICLE 26
HOLIDAYS

SECTION 1. All employees shall receive the following paid holidays:

| | |
|--------------------|--------------------------|
| New Year's Day | January 1st |
| Good Friday | |
| Memorial Day | 4th Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Veterans's Day | November 11th |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Eve Day | December 24th |
| Christmas Day | December 25th |
| New Year's Eve Day | December 31st |

All employees who are on the active payroll on July 1st of each year shall be credited with a day (8 hours) of Birthday leave. An employee shall give reasonable notice to the Chief of Police or his/her designated representative that the employee desires his/her birthday off and it is agreed between parties that an employee does not have to take the actual day of his/her birthday off. The employee may take one day (8 hours) off with pay during the year which he/she shall designate as his/her birthday.

SECTION 2. The regular scheduling of officers of the Department requires that some employees will be scheduled to work on the above days. For each regular scheduled eight (8) hours shift on a holiday, the officer shall receive eight (8) hours holiday pay plus time and one-half for all hours worked.

With regard to employee's birthdays, it is understood between the Union and the City that there will be no carry over of unused birthdays from one year to the next, nor shall there be any entitlement to pay for unused birthday on separation of the employee from employment by the City.

ARTICLE 27
UNIFORMS AND CLOTHING

SECTION 1. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the officer. The following items shall be issued to the officers at the Employer's expense. All items of original issue shall be new, and used clothing may not be transferred from one officer to another.

- 1 Car Jacket
- 3 Pair of pants
- 1 Pair of fatigue pants
- 1 Sweatshirt with Police Department logo
- 3 Shirts - long sleeve
- 3 Shirts - short sleeve
- 2 Ties
- 1 Raincoat of Police Issue Quality
- 1 Hat
- 1 Navy Blue Jumpsuit (to be used by employees when called back for ambulance runs)
- 1 Set of badges which consist of 1 hat badge, 1 shirt badge
- 2 Name plates
- 1 Tie bar
- 1 Whistle with chain
- 1 Garrison belt
- 1 Nylon parka (winter wear)
- 1 Gas mask chemical cartridge riot controlled
- 1 Set of handcuffs
- 1 Department standard handgun
- 1 Sam Brown belt & holster (handcuff & bullet cases)
(Clorino leather, as worn by Michigan State Police)
- Patches to be worn for departmental or official related duties

SECTION 2. Uniform Maintenance. The Employer shall be responsible for the dry cleaning and laundering of all uniforms issued by the Department. Plain clothes officers shall be permitted the cleaning and laundering of civilian clothes used in Department work. The City shall repair or replace uniform items as necessary.

SECTION 3. All guns and ammunition shall be approved by management as to quality and design and shall be available to the officer for all emergencies.

SECTION 4. Officers required to wear civilian clothes in Department work for more than thirty (30) days shall be compensated at a rate of \$150 per year, paid on a quarterly basis.

SECTION 5. For official police shoots approved by the Chief of Police, ammunition will be provided by the Employer.

SECTION 6. Each member of the bargaining unit shall be assigned a full length locker capable of holding standard police equipment such as a raincoat and briefcase. The locker shall be placed in a separate and distinct room with adequate ventilation to prevent dust and mildew.

SECTION 7. The City will pay up to \$75.00 for each police officer per year as reimbursement for documented purchase of police equipment. This shall include any piece of equipment that is used by the officer exclusively for duties with the City. This shall include, but not be limited to, shoes, briefcases, mini-flashlights, scissors, holsters, etc. Underclothes are not included.

SECTION 8. Employees may wear short sleeve shirts between May 1st and October 15th. Uniform ties shall be worn with the uniform long sleeve shirts. No tie will be worn with the uniform short sleeve shirts.

ARTICLE 28 EDUCATIONAL INCENTIVE

SECTION 1. In the interest of professional development of officers and professional service to the community, the City agrees to reimburse employees for the cost of tuition and books for college courses, not to exceed \$75.00 per credit hour, if the course meets the following criteria.

SECTION 2. The course taken by the employee must be at an accredited college or university, and must apply toward the attainment of a degree. The City shall be notified prior to the beginning of the class.

SECTION 3. Unless other specific arrangements are made with the Employer, the employee will be responsible for the initial payment of the cost of the class. The City will reimburse the employee after showing proof of class completion with no less than a "C" or 2.0 grade. The City

will not pay an employee for time spent in class or travel to and from the class.

SECTION 4. Training seminars do not fall under the classification of college courses. This is not meant to exclude employees from attending training seminars on their own, but the City accepts no financial responsibilities for the training.

ARTICLE 29
AUTOMOBILES AND EQUIPMENT

SECTION 1. Before the City takes actions to replace any of its police cruisers, the officers shall have the opportunity to make comments and suggestions about specifications.

SECTION 2. All patrol cars shall be equipped with the following items:

| | |
|---------------------|--------------|
| First Aid Equipment | Broom |
| Fire Extinguisher | 50-foot Rope |
| Shovel | Flares |
| Air Conditioning | |

ARTICLE 30
SAFETY

The City shall provide reasonably safe working conditions.

ARTICLE 31
PARKING AND TRAVEL

SECTION 1. Mileage allowance based on the following plan shall be allowed:

- (a) All employees required to drive their own motor vehicles in the course of their employment with the Department shall be paid the maximum allowable current I.R.S. rate at the time of travel. Mileage accumulations shall be figured on a monthly basis.
- (b) Mileage shall always be figured on the basis of the shortest distance between the point of destination and departure.

ARTICLE 32
SPECIAL MEETINGS

The Employer together with one other representative appointed by him/her and the President of the local Union together with one other representative appointed by him/her shall meet at a mutually agreed time and place each month during the term of this contract to discuss mutual problems and to foster proper communications between the employees and the Employer. These meetings shall be without agenda. Its discussions are private and neither party is bound by any agreements arrived at said meeting.

ARTICLE 33
LEAVE FOR UNION CONVENTIONS AND CONFERENCES

SECTION 1. The Employer will grant leaves of absence with pay to members of the bargaining unit of the Union for the following functions:

- (a) One employee for three (3) days every other calendar year to attend the Police Officers Labor Council National meetings.
- (b) One employee for three (3) days to attend the Police Officers Labor Council State of Michigan meetings each calendar year.

SECTION 2. Once a month the division president may be excused for the local division meeting, without loss of pay, if he/she is scheduled to work.

ARTICLE 34
WAGES

SECTION 1. The salary schedule of Appendix A shall become effective July 1, 1997, July 1, 1998 and July 1, 1999, respectively.

SECTION 2. The following fringe benefits shall not be reduced for the duration of this contract (June 30, 2000)

- a. mileage
- b. retirement
- c. sick leave
- d. longevity
- e. leaves of absence.

SECTION 3. In any case when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a position of a higher class, such employee shall receive the entrance rate of that class, or \$200 per annum above his present rate of pay, whichever is higher, while so assigned, subject to the approval of the department head involved

and the approval of the Chief of Police; provided that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position, said employee shall be assigned on a regular and continuous basis in the higher paid position for at least one full pay period.

Any employee may be temporarily assigned to the work of any position in the same or lower class grade without change in pay.

ARTICLE 35
LONG TERM DISABILITY

SECTION 1. During the 1993 contractual negotiations, the Bargaining Unit Employees forfeited a pay increase in exchange for a Long Term Disability Plan.

SECTION 2.

SCHEDULE OF PLAN A BENEFITS

| | |
|-------------------------------|-----------------------------------------------|
| Schedule Amount | 60% of covered earnings |
| Maximum Benefit | \$3,000 |
| Qualifying Period | 3 month(s) |
| Duration of Benefit: | |
| Accident/Sickness | Social Security Normal Retirement age/ADEA |
| Benefit Integration | Full Family Direct Offset |
| Dual Definition of Disability | |
| Own Occupation/Earnings | |
| Test | 36 Months/80% Indexed |
| Pre-Existing Limitation: | |
| At Issue: | 3/3/12 with Transfer |
| | Treatment |
| New Entrants: | 3/3/12 |

SECTION 3. If the City of Belding should change long term disability insurance carriers, it is agreed between the City of Belding and the union that the benefit level shall not be less than the current level of long term disability benefits.

ARTICLE 36
DURATION

This Agreement shall be in full force and effect from July 1, 1997, to and including June 30, 2000 and shall continue in full force and effect from year to year thereafter unless written notice of a desire to terminate, modify, and/or amend the terms and conditions of the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, The parties have set their hands this 15th of July, 1997.

Police Officers Labor Council

City of Belding

Ray Wallace
Ray Wallace

Rick W. Stout
Rick Stout, Mayor

Robert W. Town
Robert Town

Vance C. Ishler
Vance Ishler, City Manager

Michael W. Hopkins
Mike Hopkins

APPENDIX A

SECTION 1. Salary Schedule

| <u>Classification</u> | <u>Effective 7/1/97</u> | <u>Effective 7/1/98</u> | <u>Effective 7/1/99</u> |
|-------------------------|-------------------------|-------------------------|-------------------------|
| Police Officer Starting | \$27,544.50-13.25 | \$28,370.83-13.64 | \$29,505.66-14.19 |
| Police Officer 6 months | \$28,648.81-13.77 | \$29,508.28-14.19 | \$30,688.61-14.75 |
| Police Officer 1 year | \$30,321.03-14.58 | \$31,230.66-15.01 | \$32,479.88-15.62 |
| Police Officer 2 years | \$31,425.32-15.11 | \$32,368.08-15.56 | \$33,662.80-16.17 |
| Police Officer 3 years | \$33,381.54-16.05 | \$34,382.98-16.53 | \$35,758.30-17.17 |
| Police Sergeant | \$35,201.82-16.92 | \$36,257.87-17.43 | \$37,708.18-18.13 |