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6/30/2001

AGREEMENT

between

CITY OF COLDWATER

and

POLICE OFFICERS LABOR COUNCIL,  
COLDWATER POLICE DIVISION

*Coldwater, City of*

Effective: July 1, 1997 - June 30, 2001

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## **PREAMBLE**

It is the intent and purpose of this Agreement to assure sound 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 as set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

## AGREEMENT

This Agreement, entered into this 1<sup>st</sup> day of July, 1997, by and between the CITY OF COLDWATER, hereinafter referred to as "Employer", and the POLICE OFFICERS LABOR COUNCIL, COLDWATER POLICE DIVISION, hereinafter referred to as "POLC".

### ARTICLE I - RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the appropriate laws of the State of Michigan, the Employer hereby recognizes the POLC as the exclusive collective bargaining agent for all employees employed by the Employer in the following described unit:

All regular full-time employees of the Police Department of City of Coldwater whose positions are classified as Community Service Officer (CSO), Desk Clerk/Dispatcher, Patrol Officer and Corporal, BUT EXCLUDING the Director of Police and Fire Services, Deputy Director of Police Services, Sergeants, part-time employees and all other employees in the Police Department.

### ARTICLE II - POLC SECURITY

Section 2.1. Agency Shop. All employees in the bargaining unit who are subject to this Agreement and who are members of the POLC shall, as a condition of employment, maintain their membership in the POLC for the duration of this Agreement by paying to the POLC dues uniformly established for membership, or in lieu thereof, contribute a sum of money which shall not exceed POLC dues as an agency fee. Such payments of fees or dues shall commence on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement or the beginning date of employment.

Section 2.2. Checkoff. The Employer agrees to deduct from the pay of each employee the amount of POLC dues or agency fees required under this Agreement, provided the Employer first receives written authorization from such employees for such payroll deduction. The Employer will only make such deduction if the employee has enough pay to cover such obligation. The POLC agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of POLC dues or agency fees.

### ARTICLE III - REPRESENTATION

Section 3.1. Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of three (3) employee representatives of the Coldwater Police Department. The bargaining committee shall act as POLC representatives for the purpose of processing grievances in accordance with the grievance procedure established herein and for purposes of negotiating modifications to this Agreement or for other meetings with Employer representatives. The POLC shall notify the Employer in writing as the names of its bargaining committee.

Section 3.2. Reporting. When it is necessary for a POLC representative to leave his work to handle a grievance in accordance with the grievance procedure established herein, such representative shall, in advance, request permission from the designated command officer and shall notify him when leaving and immediately upon returning to duty. POLC representatives who are assigned patrol or other duties which require service outside of the Police Department facilities, shall perform their function as a representative in a manner which will not require their return to the Police Department for the sole purpose to perform grievance functions which would unreasonably interfere with the efficient operation of the City's Police Department.

Section 3.3. Lost Time. The Employer agrees to compensate recognized POLC representatives for all reasonable time lost from the employee's regularly scheduled work while processing a grievance in accordance with the grievance procedure or while attending a special conference with Employer representatives. The Employer reserves the right to revoke this benefit if it is being abused. Not more than two (2) employee representatives will be paid the time lost from their regular schedule of work while negotiating with the Employer over modifications to this Agreement. Such negotiating time shall include one-half hour prior to and one-half hour after such bargaining meetings.

Section 3.4. Special Conferences. Special conferences may be arranged by mutual agreement between the Employer and the POLC to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Discussions shall be limited to the matters set forth in the agenda and special conferences shall not be used for the purpose of negotiating modifications to this Agreement, unless otherwise mutually agreed to by the parties.

### ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1. Definition of Grievance. A grievance shall be a complaint by an employee or the POLC concerning the application and interpretation of this Agreement.



Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. An employee with a complaint shall discuss the matter with his shift Sergeant within five (5) days of the occurrence of the incident which gave rise to the complaint or his first knowledge thereof. If requested by the employee, a POLC representative may be present. The shift Sergeant shall give his answer within five (5) days from the time that the grievance was presented to him. Any settlement reached by this discussion must be approved by the Director of Police and Fire Services.

Step 2. If the grievance is not satisfactorily resolved, it may be appealed by reducing the grievance to writing, signed by the grievant, and presented to the Director of Police and Fire Services within ten (10) days following receipt of the shift Sergeant's answer in Step 1. Within ten (10) days after the Director of Police and Fire Services has received the grievance, a meeting shall be held between the Director of Police and Fire Services and the POLC President or the Chairman to discuss the grievance in an attempt to resolve the matter. The Director of Police and Fire Services shall place his answer on the grievance and return it to the Chairman within five (5) days after such meeting.

Step 3. If the grievance is not satisfactorily settled in Step 2, it may be appealed by submitting the written grievance to the City Manager within ten (10) days after receipt of the Director of Police and Fire Service's answer in Step 2. Within fifteen (15) days after the City Manager has received the grievance, a meeting shall be held between the City Manager and other City representatives and the POLC bargaining committee for the purpose of discussing the grievance in an attempt to resolve the matter. The POLC and Employer may have non-employee representatives present if desired. The City Manager shall place his answer on the grievance form and return it to the POLC President or Chairman within five (5) days after such meeting.

Section 4.3. Arbitration Request. If the grievance is not satisfactorily settled in Step 3, the POLC may request arbitration by notifying the City Manager in writing within thirty (30) days following receipt of the City Manager's answer to the grievance in Step 3.

Section 4.4. Selection of Arbitrator. If a timely request for arbitration is filed by the POLC, the parties shall promptly select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. Each party shall bear the expense of its own witnesses, but the fees and the expenses of the arbitrator

and the cost of any meeting rooms, if necessary, shall be shared equally between the POLC and the City.

Section 4.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement, and the arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before he may be permitted to hear the merits of the grievance. The POLC acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Management's Rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable. The arbitrator's decision shall be final and binding on the Employer, POLC and employees, provided, however, that each party to this Agreement reserves its lawful right to challenge the award if the arbitrator has improperly handled the case or exceeds his jurisdiction.

Section 4.6. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and the employees covered by this Agreement. If the time limits are not followed by the POLC or a grievant, the grievance shall be considered settled in accordance with the Employer's last answer. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next step including arbitration, if requested in writing by the POLC. The time limits established herein may be extended by mutual agreement of the parties. Saturday, Sunday and recognized holidays shall not be counted under the time procedures established in the grievance and arbitration procedure.

Section 4.7. Expedited Grievances. If a grievance concerns a policy matter involving the entire bargaining unit or disciplinary suspension without pay or discharge of an employee, the grievance may be filed directly with the City Manager, through the Office of the Director of Police and Fire Services, to Step 3 within five (5) days of the occurrence of the event which gave rise to the grievance.

## ARTICLE V - MANAGEMENT RIGHTS

### Section 5.1. Reservation of Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City of Coldwater in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control

operations; to maintain order and efficiency; to discontinue, combine or re-organize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, whether in or out of the City's facilities and in all respects, to carry out the ordinary and customary functions of administration of the City. The POLC hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

(b) The City shall also have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, layoff and recall personnel, to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. These rights shall be subject to the grievance and arbitration procedure established herein if they are exercised in violation of any specific provision of this Agreement.

## **ARTICLE VI - STRIKES AND LOCKOUTS**

### **Section 6.1. Prohibitive Conduct.**

(a) The POLC acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of the prohibition of strikes in Act 336, Public Act of 1946, as amended, State of Michigan, and its commitments hereunder, the POLC agrees that neither it nor its members will, for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stayaway, limitation of services, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lockout any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, stayaway or strike may be disciplined or discharged at the discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

## **ARTICLE VII - SENIORITY**

**Section 7.1. Seniority Definition.** Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 7.2. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or other personal reasons if such period of absence is greater than fourteen (14) consecutive days. This probationary period may be extended by the Director of Police and Fire Services for an additional six (6) months if the Director of Police and Fire Services deems this extension necessary, and if agreed upon by the affected employee. Upon completion of the probationary period, an employee shall be placed on the seniority list and his seniority shall date from his last date of hire. A probationary employee may be terminated or laid off without recourse to the grievance and arbitration procedure and without regard to this Agreement.

Section 7.3. Seniority List. The Employer shall furnish the POLC with a current seniority list at least once per year at the request of the POLC.

Section 7.4. Loss of Seniority. An employee shall lose his seniority and the employment relationship shall terminate for any of the following reasons:

- (a) If he quits or retires;
- (b) If he is discharged or terminated;
- (c) If he is convicted of a felony;
- (d) If he has been on continuous layoff for a period of time equal to his seniority at the time of his layoff or one (1) year, whichever is the lesser;
- (e) If he is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary suspension for three (3) consecutive working days without notifying the Employer, except when the failure to notify and/or report to work is due to circumstances beyond the control of the employee.

Section 7.5. Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- (a) The first employee to be laid off shall be the probationary employee. If further layoffs are necessary, the Employer agrees to lay off the employee with the least seniority in the classification affected, provided, however, that the remaining employees with the greater seniority have the experience and training to perform the required work. For purposes of determining the order of layoff, Patrol Officer and Corporal shall be treated as one classification.

- (b) An employee who is to be laid off shall, upon his request, in lieu of layoff, be demoted to a lower paying classification in the department provided that the employee previously held regular status in that classification and has the necessary experience and training to perform the required work and has greater seniority than the employee whom he is to displace. An employee so demoted shall receive the rate of pay of the classification to which he has been demoted.
- (c) The Employer agrees to provide fourteen (14) days' advance notice of any layoffs.
- (d) Notwithstanding any provision of this Agreement to the contrary, employees who are employed and funded under State or Federal grants (LEAA, CETA, etc.) shall be laid off if such grants are expended or terminated. Grant employees who are placed into a permanent position funded by the City within thirty (30) days of such layoff shall be credited with all service with the City under the grant program.

Section 7.6. Recall. Recall to work shall be accomplished in the following manner:

- (a) Employees with the greatest seniority in the classification affected shall be recalled first and thereafter in the order of the employee's seniority, provided that the employee has the experience and training to perform the required work. Employees who were demoted in lieu of layoff shall be recalled in the same manner as if they were on layoff status. For purposes of determining the order of recall, Patrol Officer and Corporal shall be treated as one classification.

Section 7.7. Transfers from the Bargaining Unit. If an employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position. The POLC acknowledges, however, that the Employer retains the sole right to determine the wages, hours and conditions of employment for all non-bargaining unit employees, including the right of whether the employee may return to the bargaining unit.

Section 7.8. Promotion Policy. Advancement in rank above the patrol officer classification in the bargaining unit shall be in accordance with the following:

- (a) In order to be eligible for promotion, an officer must have taken the last written promotional test. The test results will be the basis for any promotions made during the following year. A notice will be posted two weeks before each test, and any officer wishing to compete shall sign such notice.



(b) The total promotional eligibility shall be rated as follows:

1. Written promotional test - possible total - 40 points (test grade percentage x 40).
2. Formal education in the form of high school and college in the field of police science will be awarded additional points as follows:

High School Graduate:	5 points
Minimum of 30 semester credit hours (or equivalent quarter hours):	1 additional point
or	
Associates Degree	2 additional points
or	
90 semester credit hours (or equivalent quarter hours):	3 additional points
or	
Bachelors Degree:	4 additional points
or	
Masters Degree	5 additional points

POSSIBLE 10 POINTS

3. Seniority will be awarded as follows: One point for each complete year of service with the Coldwater Police Department as a full-time officer. This area will be a maximum of 10 points.

POSSIBLE 10 POINTS

4. Ability: One to sixteen points will be awarded on ability to perform duties of investigation, interviewing, decisions in the field and initiative towards handling all general police duties. This area to be judged by the most recent performance evaluation.

POSSIBLE 16 POINTS

5. Attitude: One to four points will be awarded toward job interest, self-appearance, punctuality and willingness to cooperate with fellow officers. This area to be judged by the Director of Police and Fire Services.

POSSIBLE 4 POINTS

6. Oral Interview: The oral interview will be conducted by a three-member Board comprised of people chosen by the Director of Police and Fire Services. The composition of the Oral Board shall be made up of the Deputy Director of Police Services, and two persons unassociated with the Coldwater Police Department, employed in the police profession, whose rank is equal to or higher than the position being sought. The results of the written promotional test shall not be supplied to the Oral Board. The Oral Board members may award a total of between zero and ten (0-10) points. The oral interview may be waived by the mutual written consent of all applicants for promotion and the Director of Police and Fire Services.

POSSIBLE 20 POINTS

(c) Special Promotion Requirements.

1. Any candidate for promotion must have the ability to successfully complete a physical examination as established and paid for by the City. Such an examination shall be concerned with, but not limited to, blood pressure, weight in relation to height, endurance and any other areas of a health nature that may be deemed appropriate. This examination shall be conducted on forms approved by the Director of Police and Fire Services and shall be conducted by a qualified physician.
2. Promotion to Corporal - Must have had at least two (2) years of service as a full-time law enforcement officer and twelve (12) consecutive months with the Coldwater Police Department.
3. Promotion to Sergeant - Must have had at least four (4) years of service as a full-time law enforcement officer and twenty-four (24) consecutive months with the Coldwater Police Department.
4. The Director of Police and Fire Services shall reserve the right to select from among the top three (3) candidates with the most points for each position for his appointments which will be subject to the approval of the City Manager.

**ARTICLE VIII - HOURS OF WORK AND RATES OF PAY**

Section 8.1. Work Schedules. Work schedules shall be determined by the Director of Police and Fire Services so that employees are scheduled for a yearly average of forty (40) hours per week with eight (8) hours in a work day, which includes a thirty (30)-minute

paid lunch break. The lunch break shall be taken as the work load and shift commander permits. Work schedules shall be posted fifteen (15) days in advance, but this shall not restrict the Employer's right to change the schedule if circumstances require. When schedule changes are made within that fifteen (15)-day period, the affected employee shall be personally notified. However, should an employee be required to work different hours other than those originally posted with less than five (5) days' notice, he shall be compensated for the initial shift assignment worked at the rate of time and one-half.

Shift bids shall be a three months' rotation with seniority bid for shift of preference. Shifts shall run 8:00 A.M.-4:00 P.M. (Day Shift), 4:00 P.M.-12:00 A.M. (Afternoon Shift), 12:00 A.M.-8:00 A.M. (Midnight Shift) schedule with the exception of the DARE position.

The DARE position shall be considered an 8:00 A.M.-4:00 P.M. shift. If one officer is assigned to teach the DARE program for the entire school year, then that assigned employee shall remain on the Day Shift throughout the year and shall begin that assignment in June when shift bids take effect.

If two officers are assigned to teach the DARE program, one officer shall teach the fall semester and the other officer shall teach the spring semester. The assigned officer with the greater seniority shall bid for the shift he would work when on a shift assignment. The officer with the lesser seniority shall select which semester he would teach. The lesser seniority officer shall be assigned to the shift bid upon by the greater seniority officer when the greater seniority officer is teaching the DARE curriculum. The greater seniority officer shall teach the DARE curriculum during the semester which the lesser seniority officer did not select. Notwithstanding these provisions, the officer assigned to teach DARE in the fall semester would begin the 8:00 A.M. to 4:00 P.M. shift during the summer months preceding the fall semester when school is not in session.

Shifts shall be bid on yearly, and the bid process shall take place every May to take effect in June. The bid process shall take place by seniority within classification of rank to fill positions of rank for each shift. The Director shall name the assignment(s) of the officer(s) to the DARE program in May to facilitate the bid process as outlined in the preceding section. The DARE assignment, like the shift assignments, shall be for a one-year duration subject to the 30-day temporary reassignment provision contained in the Agreement. A probationary employee may not bid on shift assignments until the next bid process after completion of the probationary period.

The assignment of Community Investigator shall be open to all personnel in this bargaining unit. The assignment and the hours of work shall be posted. Interested officers shall submit their interest to the Director. The Director will determine who will be assigned to this position from the list of officers who have submitted a letter of interest. The hours of work posted during the assignment offering shall be the hours the officer assigned to this duty will be scheduled to work. The Director retains the right to



temporarily assign this employee to another shift working hours. This temporary assignment shall be for a period of 30 days or less.

All officers assigned to shift work, to include the DARE officer not engaged in classroom activities, shall be granted one four-day weekend during each 28-day pay period.

An employee will bid for the shift of preference which they would like to work utilizing a three-month rotation. See outline below.

<u>Month</u>	<u>Shift "A"</u>	<u>Shift "B"</u>	<u>Shift "C"</u>
January	Afternoons	Midnights	Days
February	Midnights	Days	Afternoons
March	Midnights	Days	Afternoons
April	Midnights	Days	Afternoons
May	Days	Afternoons	Midnights
June	Days	Afternoons	Midnights
July	Days	Afternoons	Midnights
August	Midnights	Days	Afternoons
September	Midnights	Days	Afternoons
October	Midnights	Days	Afternoons
November	Afternoons	Midnights	Days
December	Afternoons	Midnights	Days

The Director retains the right to temporarily assign any employee to another shift/working hours other than bid upon by the employee. This temporary assignment shall be for a period of 30 days or less, based upon manpower needs, training or special assignments as determined by the Director.

Probationary employees may be temporarily transferred to receive in-house field training and departmental familiarization. The probationary employee shall exchange working shift/hours with the employee holding the same leave day sequence on the shift transferred to.

Departmental scheduling of manpower, other than stated in this section, may be allowed by mutual agreement between the bargaining unit and the Director of Police and Fire Services.

Section 8.2. Reduction of Work Week in Lieu of Layoff. The parties acknowledge that the work schedule of an average of forty (40) hours is not a guarantee; however, it is the normal work week, and the City agrees that it will not reduce the hours of the normal work week in lieu of a manpower reduction unless the matter is first discussed with the POLC and the POLC is given an opportunity to negotiate on the matter.

Section 8.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. Scheduled overtime for dispatch and road patrol duties shall be offered on a rotating seniority basis to members of the bargaining unit prior to contacting reserve officers and/or part-time officers, excepting parades and other scheduled events. Overtime may be ordered in inverse order of the seniority list.

Uniform rotating procedure will be followed as outlined in the directions shown on the overtime roster. If overtime is being offered to fill the position of a Desk Clerk/Dispatcher and no Desk Clerk/Dispatcher is available to accept the overtime, the Community Service Officer can be offered this time prior to offering the same to the patrol officers.

On overtime of less than two hours in duration, management reserves the right to hold over employee(s) from the present shift or call in early employee(s) from the oncoming shift rather than to follow the rotating seniority roster. In the event this should occur, the employee(s) either being held over or called in early with the most seniority will be offered the overtime first.

Section 8.4. Overtime Premium. Premium pay at time and one-half (1½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of the employee's regularly scheduled work week. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked. Overtime shall be paid for the pay period in which it is earned.

Section 8.5. Shift Premium. Officers scheduled to work the afternoon and midnight shifts shall receive the sum of \$500.00 annually as a shift premium. This premium shall be paid to all certified officers scheduled to work the afternoon and midnight shifts. The payment shall be made on or about June 1 of each year. The first payment due a new employee shall be prorated to include the total number of full months of service since the date of employment.

Section 8.6. Call-Back Extra Duty. Police personnel responding to a call-back for extra duty shall receive a minimum of two (2) hours' pay. All non-emergency call-back must be requested by the City Manager, Director of Police and Fire Services, Deputy Director of Police Services, or a specifically designated representative of the Director of Police and Fire Services.

- (a) Employees shall receive time and one-half (1½) their regular rate of pay for call-back for extra duty for the below court functions:
  1. Jury trials
  2. Evidence hearings
  3. Preliminary examinations

4. Bench trials
  5. Juvenile hearings
  6. Formal hearings
  7. Informal hearings
  8. Secretary of State hearings
- (b) Employees shall receive straight time for call-back extra duty for the below functions:
1. Pre-trial conferences
  2. All civil proceedings except formal hearings
  3. Public relations activities
- (c) This section shall not apply when such duty is contiguous with the employee's regular shift.

Section 8.7. Temporary Transfers. Employees who are temporarily transferred to work in a classification which allows a higher rate of pay shall receive such higher rate of pay during the time he is working within that classification after such transfer exceeds a continuous period of thirty (30) days and retroactive to the first day of such temporary transfer.

Section 8.8. Annual Salary Schedule.

- (a) Annual pay rates effective the first pay period on or after July 1, 1997, are shown on the attached Appendix "A".
- (b) Effective the first pay period on or after July 1, 1998, the wage rates shall be increased by three percent (3%) as shown on the attached Appendix "A".
- (c) Effective the first pay period on or after July 1, 1999, the wage rates shall be increased by three percent (3%) as shown on the attached Appendix "A".
- (d) Effective the first pay period on or after July 1, 2000, the wage rates shall be increased by three percent (3%) as shown on the attached Appendix "A".

Section 8.9. Pay Plan Policy.

(a) The official pay plan for the City service consists of a schedule showing established yearly, weekly and hourly pay ranges and the titles of classes of positions which are to be compensated within each pay range.

(b) Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay of other classes, availability of employees in particular occupational categories, prevailing rates for similar employment in private establishments in the Coldwater area, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the City, and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

(c) The official schedule of ranges represents full-time compensation in each class of positions. Provisions will be made for the reimbursement of City employees who incur expenses in travel necessary to the conduct of City business.

(d) The normal beginning rate for a new employee will be the minimum rate in the established range for the class of positions. However, the Department Head may in special cases, with the approval of the City Manager due to recruiting difficulties or for a new employee having exceptional qualifications, authorize appointments above the minimum.

(e) Increments within established salary and wage ranges are to provide a means of recognizing outstanding performance and continued good service. Employees must be considered and interviewed by their supervisor for salary range increments at the end of their first three (3) months, six (6) months, and at the end of their first year of service for the City and annually thereafter. However, increments will not be awarded on an automatic basis, but they shall be contingent upon meritorious service. Each Department Head shall have the authority to award increments to deserving employees in his department; however, the awarding of more than one increment to an employee within a calendar year shall have the approval of the City Council. All increments shall be contingent upon the availability of funds.

(f) In the case of a promotion, the rate of the promoted employee will be adjusted to that step in the new range two steps above his rate of pay prior to promotion. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his rate at the time of demotion within the range established for the class to which he is demoted.

Section 8.10. Longevity Pay. As a token of appreciation of those employees that have served the City of Coldwater well for a number of years, the following longevity payment

shall be made on December 1 of each year, based upon the employee's yearly gross base pay as of November 1. Only those employees on the City payroll on December 1 of each year shall be entitled to longevity pay except in case of death or retirement on City pension. In case of death or retirement on City pension, length-of-service pay shall be prorated from November 1 preceding to the date of death or retirement:

- 5 years continuous service prior to November 1st: 1.0%
- 6 years continuous service prior to November 1st: 1.2%
- 7 years continuous service prior to November 1st: 1.4%
- 8 years continuous service prior to November 1st: 1.6%
- 9 years continuous service prior to November 1st: 1.8%
- 10 years continuous service prior to November 1st: 2.0%

An additional 0.2% shall be added for each year of additional service to a maximum benefit of 5.0% for 25 years service or over.

## **ARTICLE IX - EMPLOYEE FRINGE BENEFITS**

### Section 9.1. General Provisions.

(a) The following benefits apply to those employees who are engaged for and are assigned to positions of full-time regular duty. Eligibility for the accumulation of these benefits starts with the assignment to staff or regular duty and shall continue only so long as such employees are continuously engaged in full-time employment:

1. Worker's compensation supplement;
2. Sick leave allowance;
3. Vacation allowance (employee may request and receive vacation pay check in advance);
4. Paid holidays;
5. Hospital medical insurance;
6. Life insurance;
7. Retirement;
8. Personal leave days;
9. False arrest insurance.

(b) Accounting for sick leave and vacation allowance will be had through the use of individual employee records wherein hourly credits will be regularly set up as such credits are accrued and hourly deductions made therefrom as the employee receives the benefits thus represented. Accounting of accrued benefits shall be made to individual employees each pay period. Hourly credits standing to the account of any employee represent work weeks of benefit accumulation and shall be adjusted from time to time to suit such changes that may be made in the normal work week.

(c) Leave shall accrue to an employee while in a leave-with-pay status providing said employee returns to duty. Leave shall not accrue to an employee while in a leave-without-pay status whenever an employee is absent on leave without pay fifteen consecutive days during a calendar year. An employee absent because of injury shall, upon his return to duty, receive credit for accrued leave covering the period of time for which he was paid disability compensation.

(d) In case of the separation of an employee who is indebted for advance leave, the employee shall refund the amount paid him for the period of such excess, or deduction thereof shall be made from any pay due him.

This Section shall not apply in cases of death, retirement, or reduction in work force, or by any employee unable to return to duty because of disability, evidence of which shall be supported by a medical certificate.

#### Section 9.2. Worker's Compensation Supplement.

(a) For loss of time on account of injury incurred in the line of duty, any eligible employee shall receive full pay for one (1) full month, from the time that the employee stops work on account of such injury. This is to be followed by two-thirds (2/3) pay for the five (5) months ensuing after which the administrative body, at its option, may reduce the rate to that allowed under the Worker's Compensation Act. Such payments made by the administrative body shall be reduced by the amount of worker's compensation insurance that may be paid to the employee on account of such injury.

(b) Should the employee elect to do so, he may draw on any sick benefit that may be standing to his credit in an amount sufficient to give full pay during the period of time lost on account of such injury up to the limit of such sick benefit accumulation.

(c) All sick leave benefits shall cease when the attendant physician reports that the employee is able to return to work.

#### Section 9.3. Military Leave.

(a) For not to exceed fifteen (15) calendar days in any calendar year, the City will grant to an employee a leave so that he may perform full-time, active duty with the reserve components of the armed forces of the United States or the National Guard of the State of



Michigan. The employee will be paid the difference between such military service and the pay he would have received, if any, had he worked his regularly scheduled shift during such period of service; provided, he gives to the City's Director of Police and Fire Services notice of his call to active duty as promptly as is practicable, and following such performance of duty, provides to the Director of Police and Fire Services an authorized copy of his pay voucher.

(b) Military leave in excess of the foregoing paragraph shall be granted in conformance with State and Federal laws and the employer shall not be responsible for any wage differentials.

(c) An employee who enters military services by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the State and Federal laws then in effect. All pay and fringe benefits shall terminate during this period.

#### Section 9.4. Sick Leave Pay.

(a) For loss of time on account of sickness, or injury not incurred in the line of duty, all eligible employees shall be allowed full pay each year for the amount of time equal to the working hours in one (1) or two (2) normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the date of hire and will be credited to each employee as it is earned.

(b) Sick benefit is cumulative to new employees at the rate of 80 hours per year and becomes available to such employee after he shall have accumulated three (3) months' benefits credit to his account.

(c) Unused sick benefit may be cumulative without limitation, as measured by the normal work week in effect at the time that such cumulative benefit is taken.

(d) Sick benefits involving not more than three (3) working days at any one time will be allowed upon certification of the responsible supervisor. Benefits involving longer periods may be required to be certified by an attendant physician.

(e) Sick benefits will be allowed to the extent of 40 hours for each specific instance in the event of a serious illness in the employee's immediate family, requiring his absence from duty. Immediate family includes spouse, children, parents, brothers, sisters and spouse's parents.

(f) Funeral Leave. If a death occurs among the members of an employee's immediate family (defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, spouse's parents, spouse's grandparents, brothers-in-law and sisters-in-law), the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the

funeral, but not more than a total of five (5) days, such time not to be charged against the employee in any manner. The Employer shall be notified in either case of the death of an employee's family and the extent of the expected absence. A funeral leave, chargeable to the employee's sick leave accumulation, will be permitted to the extent of four (4) hours for other than members of the immediate family. Eight (8) hours for out-of-county funerals will be permitted.

(g) Except as modified above, no employee shall receive sick benefit allowance except in the case of a bona fide sickness or injury and then only while he is regularly employed in full-time service.

(h) Sick leave shall be charged only for the absence upon days which an employee would otherwise work and receive pay.

(i) One-half (1/2) of accumulated sick leave becomes payable to the employee upon termination of his employment under honorable conditions and upon giving of two (2) weeks' advance notice of termination.

Section 9.5. Vacations.

(a) Vacation allowances at full pay will be granted to all eligible employees for an amount of time equal to the working hours in normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the date of hire and will be credited to each employee as it is earned.

(b) To be of optimum benefit, vacations should be taken annually and for the full period of the allowance; however, upon employee request by special permission of the Department Head, accumulations up to two (2) years' allowance will be granted, or for greater periods should working conditions prohibit an employee's absence from duty.

(c) Vacation benefits are cumulative to employees according to the following schedule:

<u>Years of Eligibility</u>	<u>Hours of Vacation</u>
1 through completion of 5	80.16
6	88.32
7	96.00
8	104.16
9	112.32
10	120.00
11	128.16
12	136.32
13	144.00
14	152.16



Benefits become available to employees after they shall have accumulated one (1) year benefit credit to their account.

(d) Periods of leave are subject to the approval of the Director of Police and Fire Services or of his specifically designated assistants.

(e) Periods of leave, with vacation pay, shall in no case involve less than three (3) working days except upon approval of the Director of Police and Fire Services or his designated representative, a shorter period of leave in one-half day (4-hour) segments may be granted. A request for vacation leave of less than three (3) days shall not be unreasonably denied.

(f) Vacation schedules shall be worked out as far in advance as possible, and each employee shall place his request for leave with the Director of Police and Fire Services. Preference to dates requested will be based upon seniority if request is submitted between July 1 and July 31 of each year. After July 31 to the end of the contract year, preference for dates requested will be given to the employee first placing his/her request for leave.

(g) Vacation leaves shall be so arranged and granted that the number of employees absent from one department or working group at any one time will not be sufficient to injure the service rendered by that department or group or entail the payment of an excessive amount of overtime to those who replace the absentee.

(h) Accumulated vacation allowance becomes immediately payable to the employee upon termination of his employment, no matter what the reason for such termination, provided that the employee has been continuously eligible to such benefit for not less than one (1) full year.

(i) Subject to mutual agreement and with the approval of the Department Head and/or the Administrative Body, further leaves of absence, either with or without pay may be granted.

#### Section 9.6. Recognized Holidays.

(a) Full-time, regular employees and all other full-time employees who are qualified to receive the same benefits because of their having worked continuously for one (1) year or more shall be paid for the following ten (10) listed holidays when not worked:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Full day before Christmas Day

Labor Day

Christmas Day

Veterans Day

Full day before New Year's Day

(b) Holiday pay will be at regular straight time rate for eight (8) hours.

(c) If a holiday occurs while an employee is on sick leave, the employee shall be paid for the holiday without deduction being made from his sick leave accumulation credits on the account.

(d) When a holiday occurs during the scheduled work week, all hours worked in excess of thirty-two (32) hours will be at overtime rate unless the holiday is worked. If the holiday is worked, overtime will be paid for all hours over forty (40).

(e) For work actually performed on any of the above listed holidays (midnight to midnight), the rate of pay shall be at time and one-half (1½) regular rate plus holiday pay.

(f) When a holiday falls on a Saturday, the day preceding (Friday) shall be observed as a day not to be worked. When a holiday falls on a Sunday, Monday will be observed as a day not to be worked.

(g) Full-time, regular employees of the Police Department assigned to a shift shall receive, in addition to (e) above, pay based upon a maximum of ten (10) holidays as follows:

- (1) To be eligible for this holiday pay, an employee must have been continuously employed for the previous six months. Payment of one-half of the amounts given below shall be made about June 1 and December 1 of each year. The first payment due a new employee will be prorated to include the total number of full months of service since his employment date.

<u>Police Department</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Corporal	\$ 1331	\$ 1371	\$ 1412	\$ 1454
Patrol Officer	1283	1322	1362	1402
Desk Clerk/Dispatcher	1106	1139	1174	1209

- (2) Eligibility for holiday pay shall require that a full-time, regular employee has worked a full assigned shift on his last scheduled work day prior to the holiday and his first scheduled work day following the holiday.

(h) Subject to Department Head approval, an employee may request a leave of four (4) hours to attend Good Friday or similar services. Such leave shall be subtracted from the employee's sick leave or vacation at the employee's option.

Section 9.7. Personal Leave Days. All full-time regular employees shall be allowed three (3) personal leave days without loss of pay each contract year. The personal leave days are not accumulative from year to year and may be scheduled any time during the contract year subject to the approval of the Director of Police and Fire Services.

Section 9.8. Life Insurance.

(a) The City will furnish to each employee life insurance with double indemnity provisions. This benefit is designed to be supplemental to and cooperative with the benefits of the Michigan Municipal Employees' Retirement System adopted in 1947.

(b) Face amount of the policy is \$30,000.

(c) Death benefits are designated to be paid to the beneficiary as follows: A lump sum payment upon death, followed by a series of twelve (12) equal monthly installments thereafter, the amount of these payments to be variable with the amount of the life insurance.

(d) Life insurance will be established to the credit of new regular, full-time employees the first of the month after one (1) month following such employment, and will be terminated upon termination of or retirement from such active status.

(e) No special provisions are in effect governing termination of employment because of death. All final pay and accumulated benefits will be promptly settled with the employee's family, the City deciding the final compensation due, if other than normal, in each specific case.

Section 9.9. Hospitalization Insurance.

(a) The City will pay the premium for a \$500.00/1,000.00 Deductible Group Blue Cross/Blue Shield Major Medical Coverage Plan (Dimension III Health Care Plan) or equivalent for each employee and his or her family.

(b) Employees will be responsible for annual deductibles in the amount of \$200 per individual, \$400 per family. The City will be responsible for payment of all other deductibles and co-payment amounts associated with the BC/BS Comprehensive Major Medical Plan.

(c) In addition, the City will set aside \$1000 per year per employee in a local health account which the employee may use for miscellaneous medical expenses in

accordance with IRS regulations. The amount set aside shall be increased to \$1250 annually effective July 1, 1998.

Section 9.10. Retirement Plan.

(a) As of July 1, 1947, the City of Coldwater by an affirmative vote of its electors became a member of the Michigan Municipal Employees' Retirement System. As a result of this action, all of the employees of the City became subject to the provisions of that system.

(b) In January of 1956, through joint action of the City Council and an affirmative vote of the employees of the City, Federal Old Age and Survivors' Insurance benefits were added to the Michigan Municipal Employees' Retirement System as of January 1, 1955.

(c) As the Legislative Acts setting up these systems and the working rules governing their management and operation are quite extensive and are continuously subject to change, they are not reproduced herein. Full information regarding the application and operation of these systems will be furnished upon request.

(d) All new full-time regular employees become eligible to the benefits of the retirement part of the system, and the required payroll deductions therein provided will be started upon the date of employment. All new employees classified as Desk Clerk/Dispatcher become eligible to the benefits of the Social Security part of the system and the required payroll deductions provided therein will be started as of the first date of employment.

All employees classified as Desk Clerk/Dispatcher will be covered by Benefit B-2. Other members of the Police Department shall be covered by Benefit B-3 with Benefit B-4 to be effective July 1, 2000, with a 6% employee contribution. Benefit B-4 shall be changed to Benefit C-2 with B-1 Base when and if they become eligible to receive and be covered by Social Security. Retirement is to be based on the average of the best three consecutive years of service. Law enforcement officers may retire without penalty after the age of 50 with twenty-five years of service.

Effective July 1, 1997, all new employees covered by this Agreement shall participate in the MERS Defined Contribution Plan, Benefit Program DC. The City shall contribute 6% of the employee's annual compensation to the Plan, and the employee shall contribute 5% of his annual compensation to the Plan. Effective July 1, 2000, the employee contribution to the Plan shall be increased to 6%. Current employees shall be given a one-time irrevocable option to convert from the Defined Benefit to the Defined Contribution Plan during a conversion period to be opened during 1997, or as soon thereafter as determined by MERS.

(e) The City has established a Flexible Benefits Plan in accordance with IRS regulations to provide employees with the opportunity to pay for IRS-qualified tax-exempt expenses.

Section 9.11. False Arrest Insurance. The City will provide False Arrest Insurance for each Police employee and shall also provide Comprehensive Liability Insurance coverage for each occurrence in the amount of \$1,000,000.

Section 9.12. College Education Incentive.

(a) Commencing July 1, 1988, all employees under this agreement that have attained the credit hours or degree as specified in this section shall be eligible to receive the corresponding College Incentive pay. Specified credits and/or degrees must be earned from an accredited college or university. The course of study and/or degree must be in an area related to the police profession. College Incentive payment shall be made on the first pay period on or about June 1<sup>st</sup> of each year.

<u>Credit Hours/Degree</u>	<u>Incentive Amount</u>
30 Credit Hours	\$ 50.00
or	
Associates Degree	300.00
or	
90 Credit Hours	400.00
or	
Bachelors Degree	500.00

(b) To be eligible for this benefit, an employee must have been continuously employed with this department for the previous twelve months prior to receiving such pay. The first payment due a new employee will be paid the first pay period after those twelve months.

(c) Employees of this bargaining unit are not eligible to participate in or receive any benefits as outlined or contained in the City of Coldwater's Continuing Education Policy as adopted by City Council for full-time employees of the City.

Section 9.13. Insurance Contracts. All insurance benefits and programs shall be governed by the provisions of the respective insurance policy contracts. The City reserves the right to use self-insurance methods of funding to provide all or part of the benefits recited herein. All benefits which are provided by self-insurance shall be equal to those provided by insurance carriers.

## ARTICLE X - MISCELLANEOUS

Section 10.1. Separability. If a provision of this Agreement shall be held invalid under future or existing legislation, the remainder of the Agreement will not be affected thereby. The Employer and the POLC agree that if any provision is declared invalid that they will meet at a mutually convenient time for the purpose of negotiating a substitute provision that conforms with the requirements of the Legislation.

Section 10.2. Cleaning of Uniforms. The City will contract with a local cleaning establishment for cleaning of uniforms. Upon delivery of uniforms to this establishment, each person will be allowed cleaning for no more than an average of the following for each contract year. Additional uniform items may be cleaned by the employees at the contract rates, but the cost of this additional cleaning will be deducted from payments due the employees:

Patrol Officer:

Two pair of trousers each week  
Two shirts each week during winter (six months)  
Three shirts each week during summer (six months)  
One tie each week  
One winter jacket each month during winter (six months)  
One summer jacket each month during summer (six months)  
Winter cap - two times each year

Desk Clerk/Dispatcher:

Two pair of trousers each week  
Two shirts each week during winter (six months)  
Three shirts each week during summer (six months)

Section 10.3. Uniform Allotment. The City will furnish complete uniforms as contained in Letter of Understanding No. 1 dated July 1, 1976 (Appendix "B") for the Police personnel. Police personnel shall wear the prescribed uniforms when on duty. All items are the property of the City, and, upon termination of employment, all items shall be returned to the City. In order to receive a replacement for worn clothing or item, the item to be replaced shall be returned to the City. Employees who terminate their employment with this department during the first twelve months from their date of hire will be responsible to reimburse the City for the entire uniform and equipment cost expended to outfit that employee.



Section 10.4. Firearms.

(a) Service Revolver. Each officer shall be issued a serviceable weapon to be carried while on duty. The employee shall have the option of carrying his own personal weapon of his own choosing upon approval of the Director of Police and Fire Services.

(b) Ammunition. Ammunition for on-duty service shall be furnished to each person in the amounts and type that the Director of Police and Fire Services deems proper.

(c) Competitive Shooting Events.

- (i) The Range Officer may select the two top marksmen to represent the Police Department in competitive matches with other police agencies.
- (ii) The City will arrange, if possible, one day off from active duty so each of the two selected officers may participate in the competitive match. If an officer is on pass day or leave, he will not be granted overtime or compensatory time for participating in a competitive shooting match.
- (iii) The competitive shooting match must be a police-sponsored match.
- (iv) The City of Coldwater will allow the pistol team (2 officers) to participate in four (4) competitive shooting matches each year. The City will provide target ammunition for practice and matches for each of the officers participating in the shooting matches in amounts as determined by the Director of Police and Fire Services.

Section 10.5. Joint Communications Center. The Public Safety Building may include a joint communications center for the dispatch of vehicles from both the Fire and Police Departments. It is understood and agreed that the present Desk Clerk/Dispatcher of the Police Department may be required to answer the alarm telephone for the Fire Department and dispatch Fire vehicles and keep their radio log. In all other respects, the Desk Clerk/Dispatcher will be under the jurisdiction of the Police Director of Police and Fire Services. It is also understood that the additional Desk Clerk/Dispatcher hired to man this joint communications center for the off days of the present Desk Clerk/Dispatchers will be continued. When Desk Clerk/Dispatchers are not available, a member of the Police Department may serve as Desk Clerk/Dispatcher, or at the City's option, a Desk Clerk/Dispatcher can be employed. To the extent the City participates in the Branch County 9-1-1 program, this section will be inoperable.

Section 10.6. Community Service Officers. The Employer retains the right to hire Community Service Officers to do non-criminal, civil enforcement duties, and other duties as assigned. In the event of layoffs, Community Service Officers will be laid off before sworn personnel.

Section 10.7. Residency. All employees shall be subject to the City's Residency Policy, a copy has been furnished to the POLC, which generally provides as follows:

All employees shall reside within Branch County. All new employees must become a resident of the County within six (6) months from the date of employment.

Section 10.8. Discipline. The City shall not discharge nor suspend for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed, and therefore, the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The POLC acknowledges, however, that a warning notice need not be first issued for major infractions.

Section 10.9. The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees. The POLC shall have seven (7) days to grieve the reasonableness of any such rule after it has been posted or published. However, if a grievance is filed, such rule shall be followed until it is resolved through the grievance procedure.

Section 10.10. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern the entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hearings or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the POLC, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Upon mutual agreement, the parties may amend this Agreement by reducing to writing such an amendment, which has been duly signed by appropriate representatives of the parties.



**ARTICLE XI - DURATION**

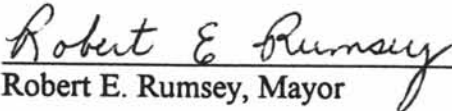
Section 11.1. Term of Agreement. This Agreement shall remain in full force and effect to and including the 30th day of June, 2001, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement, in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the POLC shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

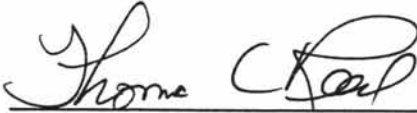
Section 11.2. Economic Proposals. The POLC shall submit its economic proposals to the Employer no later than March 1, 2001. The City shall notify the POLC of any economic issues it wishes to bring to the table by April 1, 2001.

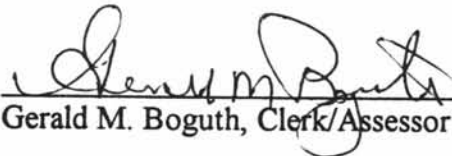
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

CITY OF COLDWATER

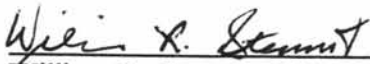
POLICE OFFICERS  
LABOR COUNCIL,  
COLDWATER POLICE DIVISION

  
Robert E. Rumsey, Mayor

  
Thomas Reed

  
Gerald M. Boguth, Clerk/Assessor

  
Mark Miller

  
William R. Stewart, City Manager

  
David Alli

  
Andrew J. Van Doren, Assistant City Attorney

  
Homer Lafrinere

**APPENDIX A**

**SALARY SCHEDULE**

Police (hourly rate) 40 hr/wk

<u>Range</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
200P Community Service Officer	1997	10.20	10.39	10.61	10.84	11.06	11.35	11.71
	1998	10.50	10.70	10.92	11.16	11.40	11.69	12.07
	1999	10.82	11.02	11.25	11.50	11.74	12.04	12.43
	2000	11.14	11.35	11.59	11.84	12.09	12.41	12.80
201P Community Service Officer	1997	11.71	11.97	12.22	12.45	12.70	12.95	13.26
	1998	12.07	12.33	12.59	12.82	13.08	13.34	13.65
	1999	12.43	12.70	12.96	13.21	13.47	13.74	14.06
	2000	12.80	13.08	13.35	13.60	13.88	14.16	14.48
205P Desk Clerk/ Dispatcher	1997	12.74	12.92	13.11	13.25	13.46	13.64	13.83
	1998	13.12	13.30	13.51	13.64	13.87	14.05	14.25
	1999	13.52	13.70	13.91	14.05	14.28	14.47	14.68
	2000	13.92	14.11	14.33	14.47	14.71	14.90	15.12
208P Patrol Officer	1997	14.80	15.05	15.23	15.40	15.65	15.82	16.04
	1998	15.25	15.50	15.69	15.86	16.12	16.30	16.52
	1999	15.70	15.96	16.16	16.34	16.60	16.78	17.01
	2000	16.17	16.44	16.65	16.83	17.10	17.29	17.52
209AP Corporal	1997	15.40	15.65	15.82	16.04	16.23	16.49	16.63
	1998	15.86	16.12	16.30	16.52	16.72	16.99	17.13
	1999	16.34	16.60	16.78	17.01	17.22	17.49	17.65
	2000	16.83	17.10	17.29	17.52	17.74	18.02	18.18

## APPENDIX B

### LETTER OF UNDERSTANDING NO. 1

Date: July 1, 1976

Subject: Uniform and Equipment Allotment

#### Individual Officer's Clothing and Equipment Allotment:

1. Trousers	4 pair
2. Shirts (summer)	4
3. Shirts (winter)	3
4. Bullet-resistant vest	1
5. Shoes (dress oxford)	1 pair
6. Cap (winter garrison)	1
7. Cap (summer garrison)	1
8. Cap (winter arctic cap)	1
9. Overshoes (dress rubber arctic)	1 pair
10. Badge (patrol officer shirt)	1
11. Badge (patrol officer coat)	1
12. Badge (hat)	1
13. Car coat	1
14. Windbreaker	1
15. Whistle and chain	1
16. Name bar	1
17. Collar brass	1 set
18. Leather gloves	1 pair
19. Parka (upon request of employee)	1
20. Neck ties	3
21. Raincoat	1
22. Sam Brown belt, holster, cat case and cuff case	1 each
23. Service revolver	1
24. Flashlight	1
25. Handcuffs	1 pair

#### Uniform Allotment for Desk Clerk/Dispatcher:

1. Trousers	2 pair
2. Shirts	3 (short sleeve)
3. Shoes	1 pair
4. Ties	2 per desk clerk/dispatcher

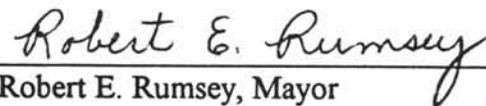
- 5. Badge 1
- 6. Name Bar 1

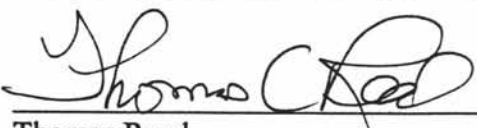
Personal Equipment:

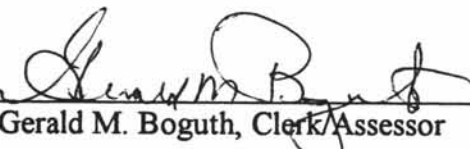
Employees shall be entitled to reimbursement of up to \$25.00 per claim for the repair or replacement of personal equipment damaged in the line of duty while performing a law enforcement function.

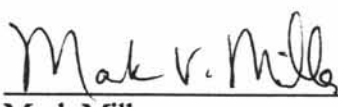
CITY OF COLDWATER

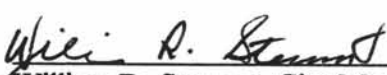
POLICE OFFICERS  
LABOR COUNCIL,  
COLDWATER POLICE DIVISION

  
Robert E. Rumsey, Mayor

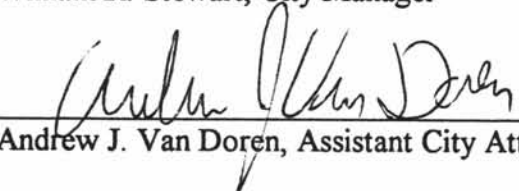
  
Thomas Reed

  
Gerald M. Boguth, Clerk/Assessor

  
Mark Miller

  
William R. Stewart, City Manager

  
David Alli

  
Andrew J. Van Doren, Assistant City Attorney

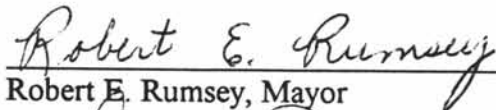
APPENDIX C

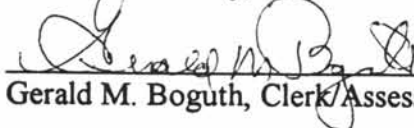
**LETTER OF UNDERSTANDING NO. 2**


**COMPUTER PURCHASE POLICY**


1. The City of Coldwater recognizes the importance of continuing education and training for employees as a means of preparing for the future. Educated employees are better able to adapt to a continuously changing work environment.
2. In recognition of the above, all full-time employees who use a computer in the performance of their job duties and who have successfully completed their probationary period are eligible to receive a loan from the City for the purchase of a computer, printer and related software. Such loan shall be in an amount not to exceed \$2,500 bearing interest at an annual rate of 3% payable to the City in 30 monthly installments through payroll deduction.
3. The principal owing on such loan shall become fully payable 60 days after the occurrence of any of the following events:
  - a) Employee fails to make payments to the City.
  - b) Employee ceases to be an employee of the City for any reason.
  - c) Employee transfers ownership of the computer.
  - d) Employee terminates payroll deduction authorization.

CITY OF COLDWATER

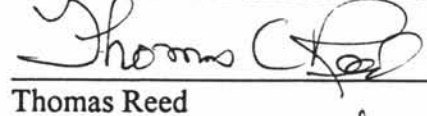
  
Robert E. Rumsey, Mayor

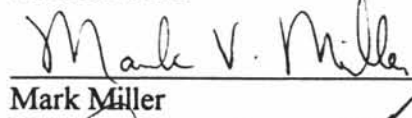
  
Gerald M. Boguth, Clerk Assessor

  
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