

6/30/2000

4594

# COLLECTIVE BARGAINING AGREEMENT

*between*

CITY OF DEWITT, MICHIGAN  
(hereinafter referred to as "the Employer" or "the City")

*and*

CAPITOL CITY LODGE #141  
FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC.  
(hereinafter referred to as "the Lodge")

*Dewitt, City of*

July 1, 1997 – June 30, 2000

# TABLE OF CONTENTS

AGREEMENT .....	1
PURPOSE AND INTENT .....	1
ARTICLE 1	
<b>RECOGNITION</b> .....	1
Section 1.0. <u>Collective Bargaining Unit</u> .....	1
ARTICLE 2	
<b>LODGE SECURITY</b> .....	1
Section 2.0. <u>Agency Shop</u> .....	1
Section 2.1. <u>Lodge Membership</u> .....	1
Section 2.2. <u>Checkoff</u> .....	2
ARTICLE 3	
<b>LODGE BARGAINING COMMITTEE</b> .....	2
Section 3.0. <u>Bargaining Committee</u> .....	2
Section 3.1. <u>Lost Time</u> .....	3
ARTICLE 4	
<b>RIGHTS OF THE CITY</b> .....	3
Section 4.0. <u>Rights</u> .....	3
ARTICLE 5	
<b>SPECIAL MEETINGS</b> .....	4
Section 5.0. <u>Special Meetings</u> .....	4
ARTICLE 6	
<b>GRIEVANCE PROCEDURE</b> .....	4
Section 6.0. <u>Grievance Definition</u> .....	4
Section 6.1. <u>Grievance Procedure</u> .....	4
Section 6.2. <u>Grievance Form</u> .....	5
Section 6.3. <u>Time Limitations</u> .....	5
Section 6.4. <u>Time Computation</u> .....	5
Section 6.5. <u>Expedited Grievance</u> .....	5
Section 6.6. <u>Written Warnings</u> .....	5
Section 6.7. <u>Discipline</u> .....	5
ARTICLE 7	
<b>ARBITRATION</b> .....	6
Section 7.0. <u>Arbitration Request</u> .....	6
Section 7.1. <u>Selection of Arbitrator</u> .....	6
Section 7.2. <u>Arbitrator's Powers</u> .....	6
Section 7.3. <u>Arbitrator's Decision</u> .....	6

ARTICLE 8

**WORK STOPPAGES** ..... 6  
Section 8.0. No Strike Clause ..... 6  
Section 8.1. Violation of No Strike Pledge ..... 7

ARTICLE 9

**SENIORITY** ..... 7  
Section 9.0. Seniority Definition ..... 7  
Section 9.1. Probationary Period ..... 7  
Section 9.2. Seniority List ..... 7  
Section 9.3. Loss of Seniority ..... 7  
Section 9.4. Seniority and Benefit Accumulation ..... 8  
Section 9.5. Part-Time Employees ..... 8

ARTICLE 10

**LAYOFF AND RECALL** ..... 8  
Section 10.0. Layoff ..... 8  
Section 10.1. Recall ..... 9  
Section 10.2. Notification of Recall ..... 9

ARTICLE 11

**LEAVES OF ABSENCE** ..... 9  
Section 11.0. Personal Leave without Pay ..... 9  
Section 11.1. Paid Sick Leave ..... 9  
Section 11.2. Unpaid Sick Leave ..... 11  
Section 11.3. Military Leave ..... 12  
Section 11.4. Funeral Leave ..... 12  
Section 11.5. Personal Days ..... 12  
Section 11.6. Family and Medical Leave ..... 12

ARTICLE 12

**HOURS OF WORK AND PASS DAYS** ..... 13  
Section 12.0. Workweek ..... 13  
Section 12.1. Workday ..... 13  
Section 12.2. Pass Day Definition ..... 13  
Section 12.3. Number of Pass Days ..... 13  
Section 12.4. Scheduling of Pass Days ..... 13  
Section 12.5. Work Schedule ..... 13  
Section 12.6. Shift Changes ..... 14  
Section 12.7. Overtime ..... 14  
Section 12.8. Overtime Premium Pay ..... 14  
Section 12.9. Trading of Pass Days ..... 15  
Section 12.10. Court Time ..... 15  
Section 12.11. Call-Back and Call-In Pay ..... 15

ARTICLE 13

VACATIONS ..... 16  
Section 13.0. Vacation Schedule ..... 16  
Section 13.1. Vacation Eligibility ..... 16  
Section 13.2. Vacation Scheduling ..... 16

ARTICLE 14

HOLIDAYS ..... 17  
Section 14.0. Holidays ..... 17  
Section 14.1. Holiday Eligibility ..... 17  
Section 14.2. Holiday Work ..... 17  
Section 14.3. Holiday During Vacation ..... 18

ARTICLE 15

INSURANCE AND PENSION ..... 18  
Section 15.0. Hospitalization Insurance ..... 18  
Section 15.1. Dental Insurance ..... 18  
Section 15.2. Insurance Premiums ..... 18  
Section 15.3. Term Life Insurance ..... 18  
Section 15.4. Retirement ..... 18  
Section 15.5. False Arrest Insurance ..... 19  
Section 15.6. Disability Insurance ..... ~~19~~ 18

ARTICLE 16

UNIFORMS AND EQUIPMENT ..... 19  
Section 16.0. Uniforms and Equipment ..... 19  
Section 16.1. Dry Cleaning ..... 19  
Section 16.2. Vests ..... 19  
Section 16.3. Personal Property Damage Reimbursement ..... 20

ARTICLE 17

CLASSIFICATIONS AND WAGES ..... 20  
Section 17.0. Wages ..... ~~20~~ 19  
Section 17.1. Education Bonus ..... ~~20~~ 19

ARTICLE 18

MISCELLANEOUS ..... 20  
Section 18.0. Captions ..... 20  
Section 18.1. Gender ..... 20  
Section 18.2. Legal Representation ..... 20  
Section 18.3. Medical Arbitration ..... 20  
Section 18.4. Moonlighting ..... 21  
Section 18.5. Residency ..... 21  
Section 18.6. Training ..... 21  
Section 18.7. Payroll Deduction ..... 21  
Section 18.8. Rules ..... 21  
Section 18.9. Separability ..... 21

Section 18.10. Waiver Clause ..... 21  
 Section 18.11. Ethics ..... 22

ARTICLE 19

**ALCOHOL AND CONTROLLED SUBSTANCE TESTING** ..... 22  
 Section 19.1. Use of Alcohol and Controlled Substances ..... 22  
 Section 19.2. Testing Standards ..... 22  
 Section 19.3. Testing Procedures ..... 23  
 Section 19.4. Employee Assistance ..... 23  
 Section 19.5. Test Results as Evidence ..... 23  
 Section 19.6. Refusal to Submit to Testing ..... 23

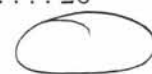
ARTICLE 20

**DURATION** ..... 24  
 Section 20.0 Termination ..... 24

APPENDIX A ..... 25

APPENDIX B ..... 26

" C



## ALPHABETICAL INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
	AGREEMENT	1
	APPENDIX A	25
	APPENDIX B	26
7	ARBITRATION	6
17	CLASSIFICATIONS AND WAGES	20
19	DURATION	24
6	GRIEVANCE PROCEDURE	4
14	HOLIDAYS	17
12	HOURS OF WORK AND PASS DAYS	13
15	INSURANCE AND PENSION	18
10	LAYOFF AND RECALL	8
11	LEAVES OF ABSENCE	9
3	LODGE BARGAINING COMMITTEE	2
2	LODGE SECURITY	1
18	MISCELLANEOUS	20
	PURPOSE AND INTENT	1
1	RECOGNITION	1
4	RIGHTS OF THE CITY	3
9	SENIORITY	7
	SIGNATURE PAGE	24
5	SPECIAL MEETINGS	4
16	UNIFORMS AND EQUIPMENT	19
13	VACATIONS	16
8	WORK STOPPAGES	6

# AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> of May, 1998, by and between the CITY OF DEWITT, MICHIGAN, hereinafter referred to as the "Employer" or "City" and the CAPITOL CITY LODGE NO. 141 FRATERNAL ORDER OF POLICE LABOR PROGRAM, INC., hereinafter referred to as the "Lodge."

## PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, and conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the City hereby recognizes the Lodge, for the duration of this Agreement, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the City in the following-described unit:

All full time police officers and corporals, but excluding the Chief, part-time employees, supervisors, confidential employees and all other employees of the City.

## ARTICLE 2 LODGE SECURITY

Section 2.0. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, upon completion of thirty-one (31) days of employment or thirty-one (31) days after the date of this Agreement, whichever is later, either become members of the Lodge and pay to the Lodge the dues and initiation fees uniformly required of all Lodge members or pay to the Lodge a service fee which shall be less than 100% of the Lodge dues uniformly charged for membership.

Section 2.1. Lodge Membership. Membership in the Lodge is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Lodge as they see fit. The Lodge recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Lodge.

## Section 2.2. Checkoff.

(a) During the life of this Agreement, the Employer agrees to deduct from the pay of each member of the bargaining unit the Lodge's dues or service fee subject to all of the following subsections.

(b) The Lodge shall obtain from each of the members of the bargaining unit a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(c) All checkoff authorization forms shall be filed with the City Clerk who may return any incomplete or incorrectly completed form to the Lodge's Treasurer and no checkoff shall be made until such deficiency is corrected.

(d) The Employer shall checkoff only obligations which come due at the time of checkoff and will make checkoff deductions 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 checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance shall be deemed correct if the Lodge does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

(f) The Lodge 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 Lodge dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Lodge assumes full responsibility for the disposition of deductions so made once they have been sent to the Lodge.

(g) Deductions for any calendar month shall be remitted to the Treasurer of the Lodge.

(h) The Lodge shall provide at least thirty (30) days' written notice to the City Clerk of the amount of Lodge dues and/or representation fee to be deducted from the wages of the City employees as in accordance with this Section. Any change in the amounts determined will also be provided to the City Clerk at least thirty (30) days prior to its implementation.

## **ARTICLE 3 LODGE BARGAINING COMMITTEE**

Section 3.0. Bargaining Committee. The Bargaining Committee of the Lodge shall include not more than two (2) employees of the DeWitt City Police Department. The Bargaining Committee may also consist of one (1) non-employee Lodge representative to be appointed by the Lodge. The Lodge will furnish the City with a written list of the Lodge's Bargaining Committee prior to the first (1st) bargaining meeting and substitution changes thereto, if necessary.



Section 3.1. Lost Time. One (1) City employee member of the Lodge Bargaining Committee will be paid for the time spent in negotiations with the City, including one-half (½) hour prior to and one-half (½) hour after the bargaining meeting is over, but only for straight time hours that employee would otherwise have worked had that employee worked his regularly scheduled shift. The employee eligible for compensation under this Section shall be the person designated by the Lodge at the beginning of bargaining, and the individual so designated may not be changed under this Section unless the designated person leaves the employ of the Department or is physically incapacitated.

#### *ARTICLE 4* **RIGHTS OF THE CITY**

Section 4.0. Rights.

(a) The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities through its duly elected or appointed representatives. 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 and methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments, and their locations; to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; to maintain its operations as in the past and prior to the recognition of the Lodge; to study and use improved methods and equipment and assistance from non-employee sources; and in all respects to carry out the ordinary and customary functions of the Employer, provided that these rights shall not be exercised in violation of any specific provision of this Agreement.

(b) The City shall also have the right to promote, assign, transfer, suspend, discipline, and discharge for just cause, layoff and recall personnel; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(c) The Lodge hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

(D) The City shall post within the Police Department any positions available within the Department.

## *ARTICLE 5*

### SPECIAL MEETINGS

Section 5.0. Special Meetings. The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or subtract from the provisions of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

## *ARTICLE 6*

### GRIEVANCE PROCEDURE

Section 6.0. Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee covered by this Agreement or the Lodge concerning the application and interpretation of this Agreement as written.

Section 6.1. Grievance Procedure. All grievances, except for those involving discharge or disciplinary suspension, shall be handled in the following manner:

Step 1. If an employee has a grievance, the employee may, within five (5) days of the occurrence of the event which gave rise to the grievance, discuss the issue with the Police Chief. If the matter is not resolved at the time of this meeting, the employee shall within five (5) days submit the grievance in writing to the Chief. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the provision of this Agreement alleged to have been violated and state the contention of the employee or Lodge with respect to such provision(s), indicate the relief requested, and be signed by the Lodge Representative and employee(s) affected. The Chief shall give his answer to the Lodge Representative within five (5) days after receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the City Administrator within five (5) days following receipt of the Chief's answer in step 1. The City Administrator shall give an answer to the Lodge Representative within five (5) days after receipt of the grievance.

STEP 3. If the grievance is not satisfactorily resolved at step 2, it may be appealed by submitting the grievance to the Mayor within five (5) days following receipt of the City Administrator's answer in Step 2. The Mayor shall give an answer to the Lodge Representative within five (5) days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be appealed by submitting the grievance to the DeWitt City Council within five (5) days following receipt of the Mayor's answer in step 3. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Lodge. The City

representatives shall be the Dewitt City Council. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The City shall place its written answer on the grievance and return it to the Lodge Representative within ten (10) days after the meeting.

Section 6.2. Grievance Form. The grievance form shall be mutually agreed upon.

Section 6.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Lodge, the grievance shall be considered settled. If the time procedure is not followed by the City, the grievance may be advanced to the next Step by the Lodge. The time limits established herein may be extended by mutual agreement in writing.

Section 6.4. Time Computation. Saturday, Sunday, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6.5. Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 3 of the Grievance Procedure within five (5) days of such action. The Lodge may file the grievance on behalf of the employee so disciplined.

Section 6.6. Written Warnings. Written warnings shall not be subject to arbitration, provided, however, if the written warnings are used as a basis for suspension or discharge, the written warnings so used may be specifically subject to challenge at the appeal of the suspension or discharge. In imposing discipline on a current charge, the City will not take into account any written warning which was issued more than eighteen (18) months previously.

Section 6.7. Discipline. Discipline should be positive, developmental, and progressive in nature, and shall be for just cause. Any discipline taken against an officer shall be in writing and shall specify the charges resulting in such discipline. The employee shall have the opportunity to meet with the Lodge Representative at the time notice of discipline is received and the Lodge Representative shall be present if so requested by the employee at the time of the disciplinary action. All minor discipline (i.e., suspensions of 30 days or less or written reprimands) will be removed from employees' files within two (2) years after the incident. All other discipline will be removed after four (4) years.

## **ARTICLE 7 ARBITRATION**

Section 7.0. Arbitration Request. If the grievance is not satisfactorily resolved in Step 4 of the Grievance Procedure, the Lodge may request arbitration by notifying the Mayor in writing within fifteen (15) days after receipt of the City's answer in Step 4 and thereafter file a request for an arbitration panel with the Federal Mediation and Conciliation Service with a copy sent to the other party. If the Lodge does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the City's last disposition.

Section 7.1. Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement a timely request for arbitration is filed by the Lodge on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Lodge and the Employer.

Section 7.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the City is governed by certain laws of the State of Michigan and that the City exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.

Section 7.3. Arbitrator's Decision. The arbitrator's decision shall be final and binding on the City, Lodge, and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction if it is alleged that the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or other unlawful action.

## **ARTICLE 8 WORK STOPPAGES**

Section 8.0. No Strike Clause. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Lodge therefore, agrees until termination of this Agreement 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 City's premises. The Lodge 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, as long as this Agreement is in force.

Section 8.1. Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 8.0 shall be subject to such disciplinary action as the City deems appropriate, up to and including discharge.

## ARTICLE 9 SENIORITY

Section 9.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service as a full time employee with the DeWitt City Police Department commencing with his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's entry into the classification. The application of seniority shall be limited to the preferences specifically recited in this Agreement. For purposes of calculating benefits only, seniority shall include the employee's continuous service with the City of DeWitt as a full time or regular part-time employee.

Section 9.1. Probationary Period. All new full time employees shall be considered probationary employees for a period of six (6) months beginning with the date they achieve full time status. If the City wishes to extend the probationary period of any employee, the City may do so for an additional period not to exceed six (6) months by giving notice and the reasons therefor to the employee. After the employee has completed his probationary period and any extension thereof, his seniority shall be as of his last date of hire. Until an employee has completed his probationary period and any extension thereof, he may be laid off or terminated at the City's discretion without regard and without recourse to this Agreement.

Section 9.2. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Lodge during the first (1st) month of the year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.3. Loss of Seniority. An employee shall lose his seniority and his employment relationship with the City shall terminate for any of the following reasons:

- (a) the employee resigns or quits;
- (b) the employee is discharged or terminated and such action is not reversed;
- (c) the employee retires;
- (d) the employee has been on layoff status for a period of time equal to the employee's seniority at the time of layoff or eighteen (18) months, whichever is less;
- (e) the employee fails to return to work within two (2) days of the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused;
- (f) the employee is absent from work for two (2) consecutive days without prior notice to the Chief, unless a satisfactory reason for such absence is given;

- (g) the employee is convicted of a felony, misdemeanor punishable by more than ninety (90) days, or a traffic offense involving OUIL, impaired, or reckless driving;
- (h) the employee is declared mentally incompetent by a Probate Court;
- (I) the employee makes an intentional and material false statement on the employment application, on an application for an unpaid leave of absence or on any other written official police report.

Section 9.4. Seniority and Benefit Accumulation. An employee shall retain seniority while on all approved leaves of absence unless otherwise specifically provided in Article 11 of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences. Paid leave time (sick leave and annual leave) shall not accrue while an employee is on any form of unpaid leave of absence.

Section 9.5. Part-Time Employees.

(a) Part-time employees shall not be used when full time employees are on layoff from the same type of position, provided the laid off full time employees are available to work the hours typically worked by the part-time employees. A full time employee who declines to return to work on a part-time basis shall not lose his seniority under Section 9.3.

(b) The City agrees that it will not use part-time employees in excess of fifty (50) hours per week without the consent of the Lodge except when a full time employee is absent due to vacation or leave of absence or in situations where said part-time employees are only being used temporarily until a vacant position is filled.

(c) Part-time employees shall not work on any holiday in lieu of a regularly scheduled full time employee unless the full time employee is excused from working the holiday at his request or he fails to report for work.

**ARTICLE 10  
LAYOFF AND RECALL**

Section 10.0. Layoff. All reductions in the work force shall be accomplished in the following manner:

- (a) No permanent or probationary full time employee shall be laid off from his position in the Police Department while any part-time employees are serving in the same type of position in the Department;
- (b) The first (1st) employee to be laid off shall be the employee with the least classification seniority in the classification affected. Further

layoffs from the affected classification shall be accomplished by the inverse order of classification seniority;

- (c) Upon being laid off from his classification, an employee who so requests within three (3) days of the notice of layoff shall, in lieu of layoff, be demoted to a lower classification in the Department, provided, however, that he has more seniority than the employee who he is to replace and he has the experience, training, and ability to perform the required work;
- (d) Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the rank for the lower position to which they were demoted.

Section 10.1. Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification in order of their classification seniority when the work force is to be increased, provided that the employee has not lost his seniority.

Section 10.2. Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

## *ARTICLE 11* LEAVES OF ABSENCE

Section 11.0. Personal Leave without Pay. Employees with at least one (1) year's seniority may be granted up to sixty (60) days' leave of absence without pay. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the City, nor shall seniority accumulate beyond that point. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Chief. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and any employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the City.

Section 11.1. Paid Sick Leave. Employees shall earn and be granted sick leave of absence under the following conditions:

- (a) Sick leave credits shall be earned at the rate of one (1) day per month.
- (b) Sick leave benefits may not be taken in units of less than one-half (½) day, except when used to supplement third party benefits as provided in Section 11.1(I).

- (c) An employee may utilize his sick leave allowance when it is established to the Employer's satisfaction that he is unable to work or perform his duties because of illness or injury.
- (d) The City may request, as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline which may include discharge.
- (e) Employees whose employment status is severed forfeit all accrued sick leave benefits.
- (f) An employee taking sick leave must inform the Chief or his designee of the fact and the reason therefor at least one (1) hour in advance of the employee's shift unless there is a verifiable circumstance that prevents the employee from giving such notice.
- (g) An employee may utilize sick leave for the care of the employee's spouse or child during a medical emergency or a circumstance where that person is confined to bed or hospitalized for a medical condition or illness as allowed by the Family and Medical Leave Act of 1993. No employee will be allowed to use more than two (2) sick leave days per month for minor illness or injury of family members. The Chief may approve additional days if medical circumstances exist.
- (h) Employees shall not be allowed to accumulate more than 480 hours of sick time. An employee that has reached the maximum 480 hours shall be paid 50% of the accumulated earned unused hours for the current year on or about December 1, at the employee's current rate of pay. An employee that has not reached the maximum 480 hours may elect to be paid 50% of the accumulated earned unused hours for the current year at the employee's current rate of pay on or about December 1 with the remaining 50% of unused sick time to be applied to the accumulation of banked hours until the 480 hour maximum has been attained. Alternatively, the employee may elect to bank the entire accumulated earned unused hours for the current year, so long as the 480 hour maximum is not exceeded.
- (i) Employees receiving third party benefits (e.g., workers' compensation or disability benefits) shall have these benefits supplemented in order that they may receive their regular (full) salary by drawing upon accumulated sick leave or annual leave credits. This supplement shall be sufficient to insure that the employee receives an amount equal to the employee's regular rate of pay when added to the third party benefit. Employees who supplement third party benefits with



accumulated leave credits shall be considered to be on an approved sick leave until all accumulated leave credits are exhausted. Employees on paid sick leave shall continue to accrue seniority and receive all benefits normally provided by the City.

- (j) The employer will pay to an employee who retires, or to the beneficiary of an employee who dies, accumulated and unused sick leave up to a maximum of four hundred eighty (480) hours in accordance with the following schedule:

CONTINUOUS YEARS OF SERVICE	PERCENTAGE PAID
At Least 5 But Less Than 10	10%
At Least 10 But Less Than 15	25%
At Least 15 But Less Than 20	40%
At Least 20	100%

Section 11.2. Unpaid Sick Leave. Sick leave shall be granted automatically upon application from the employee for illness or injury after an employee's sick leave has been exhausted, subject to the City's right to require medical proof of disability. An employee may be on sick leave (paid or unpaid) for a period of not more than fifteen (15) consecutive months or the employee's seniority, whichever is less, and seniority shall not continue beyond that time. The City may request as a condition of continuance of any unpaid sick leave proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform the employee's job, the Employer may require a medical examination by a physician of its choosing and at its cost and, if just cause is found, require the employee to take a sick leave under section 11.1 or this section, as appropriate. Unpaid sick leave is intended to include periods of time during which paid leave credits have been exhausted and an employee is receiving lost wages from a third party only (e.g., workers' compensation, disability insurance, no-fault insurance, etc.). Any former employee in good standing who is on unpaid sick leave for more than fifteen (15) consecutive months will receive priority consideration for any part time or full time position open within the department.

Section 11.3. Military Leave. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable state and federal statutes regarding reemployment upon termination of military service and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the City in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

#### Section 11.4. Funeral Leave.

(a) An employee shall be granted up to five (5) consecutive calendar days' leave to make arrangements for and attend the funeral in the event of death of the employee's current spouse, or a child or parent (including a person who acted as a legal guardian). An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time. The Chief of Police may approve additional leave for this purpose for up to seven (7) additional days.

(b) An employee shall be granted up to three (3) consecutive calendar days' leave to attend the funeral when death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. Immediate family shall mean the employee's, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Such leave shall be extended to four (4) days if the employee must travel more than one thousand (1,000) miles round trip to attend the funeral. In the case of the death of any other relative or a close friend, the employee shall be allowed time off with pay for up to eight (8) hours in order to attend the funeral.

Section 11.5. Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed two (2) personal days' leave of absence with pay on his anniversary date of hire. There shall be no accumulation or carry-over of such a leave day from one calendar year to another unless mutually agreed. Request for a personal day leave of absence must be made to the Chief or his designee seven (7) calendar days in advance of the day requested, provided, however, that the Chief, in his discretion, may, if possible, shorten the notification period if necessary arrangements can be made in the Department. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. The Chief shall not unreasonably deny the right to carry over or accumulate personal days in situations where a legitimate request to use a personal day was denied because of interference with the performance of the Department's services. An employee shall not be entitled to use more than three (3) personal leave days in any one (1) year.

Section 11.6. Family and Medical Leave. All eligible employees are entitled to leave as allowed by the provisions of the family and medical leave act of 1993 (FMLA). After available paid leave credits have been exhausted, the leave shall be unpaid. In case of a conflict between the terms of this agreement and the FMLA, the employee shall be entitled to the most beneficial leave of the two.

### *ARTICLE 12*

#### **HOURS OF WORK AND PASS DAYS**

Section 12.0. Workweek. The normal workweek shall consist of forty (40) hours of five (5) eight (8) hour days.

Section 12.1. Workday. An employee's normal workday shall consist of eight (8) consecutive hours. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- (a) An employee's regular shift is changed at his request:
- (b) The employee's regular shift is scheduled on a rotation basis;
- (c) The employee's regular shift has variable starting times, provided, however, at least twelve (12) hours of off-duty time is scheduled between the end of one shift and the start of another.

If staffing in the Department increases to a level that would allow the City to schedule four ten-hour days during a work week in lieu of five eight-hour days, the parties agree to meet and discuss the issue to determine whether such a schedule could be put into place at the request of the employees.

Section 12.2. Pass Day Definition. Because police officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the City grants days off in lieu thereof and refers to these as "pass days."

Section 12.3. Number of Pass Days. Each full time officer shall receive eight (8) pass days for each twenty-eight (28) day period for a total of one hundred four (104) pass days each calendar year.

Section 12.4. Scheduling of Pass Days. Because pass days are in lieu of regular weekends, i.e., Saturday and Sunday, they shall be scheduled in a manner so as to be consecutive with a minimum of two (2) pass days assigned to each employee for each week worked. In no event shall an officer be required to work a period of more than seven (7) consecutive days which can only occur once in a twenty-eight (28) day shift. In the event an employee is required to work more than seven (7) consecutive days without intervening leave days, said employee shall be compensated at the rate of time and one-half (1-1/2) for each hour worked on consecutive days in excess of such seven (7) days.

Section 12.5. Work Schedule. The Chief shall establish the work schedule which shall cover a twenty-eight (28) day period and, when practicable, shall post the schedule at least ten (10) days in advance of the tour of duty. The City reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change. The City agrees to continue the current scheduling practice; however, the schedule may be changed for emergencies, for purposes of training, and when the full time police officer work force is expanded. Shifts may be rotated every twenty-eight (28) days. Should the current scheduling practice be changed for other than the above reasons, there shall be a special conference prior to such change.

Section 12.6. Shift Changes. Any change in an employee's shift must be accomplished by at least five (5) days' advance notice except in the event of a civil disturbance, natural disaster, or an event of a similar significance, or if an employee quits without prior notice or is terminated or suspended. In the event the five (5) day notice is not given for a shift change, the employee shall receive time and one-half (1-1/2) his regular rate for all hours worked outside his regular schedule on such shift.

Section 12.7. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must have the prior approval of the Chief or his designated representative.

Overtime hours for special events shall be divided as equally as practicable among employees within the bargaining unit. Examples of special events are similar, but not limited, to the following: football games, basketball games, sporting events, parades, surveillance, special investigations, etc. An up-to-date seniority list showing overtime hours shall be posted in a prominent place for the employees to see. Whenever overtime for special events is required, the person with the least number of overtime hours within the bargaining unit shall be called first and so on down the list in an attempt to equalize the overtime hours.

Section 12.8. Overtime Premium Pay.

- (a) Time and one-half (1½) the Employee's straight time regular rate shall be paid for all hours actually worked in excess of forty (40) hours in any work week.
- (b) Time and one-half (1½) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eight (8) hours in any one work day, subject to the definitions stated in Section 12.1 above.
- (c) There shall be no pyramiding or duplication of overtime premium pay of court time.
- (d) In lieu of overtime payment, employees may elect to accumulate overtime as compensatory time up to a maximum of fifty-two (52) hours per year. Overtime hours will accumulate at time and one-half (1½) the overtime actually worked. The compensatory time must be used within the fiscal year scheduling period in which it was earned, and shall be taken at times that are mutually agreeable to the employee and the Chief (or the Chief's designee). Permission to use compensatory time will not be unreasonably withheld by the Employer. Unused compensatory time accumulated in a scheduling period will be paid to the employee in the employee's last paycheck of that scheduling period.

Section 12.9. Trading of Pass Days. Employees may voluntarily change pass days with another employee after the schedule has been posted if they receive permission from the Chief or his designee to do so; and, in that event, both employees shall waive any right to premium pay provided for in Section 12.8 which would otherwise be required but for the change agreed to by the employees.

Section 12.10. Court Time.

(a) If an officer is subpoenaed into court on a criminal offense (including traffic offense) or has to go to court in order to validate a criminal complaint warrant, the officer shall be paid (if off duty) at the rate of time and one-half (1-1/2) the officer's hourly rate of pay, with a minimum of two (2) hours' payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep any statutory mileage fee for court appearances (which fee shall not be made a part of any overtime compensation under this Agreement), but the officer shall turn back to the City any statutory witness fee.

(b) Time and one-half (1-1/2) the officer's rate of pay shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's office, Probate Court appearances, License Appeal Board hearings, and Liquor Control Commission hearings) which occur beyond an officer's normal duty shift, with a minimum of two (2) hours' payment at overtime rates, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact number of hours or portion thereof so worked. The officer shall keep (and any such sum so retained shall not be included in the officer's overtime compensation paid hereunder) any mileage allowance the officer receives in connection with these types of proceedings, but the officer shall turn back to the Department any statutory witness fee.

(c) Employees scheduled for a conference with the City Attorney shall receive time and one-half (1-1/2) their straight time regular rate for all time actually spent in such conference, including travel time, with no minimum guaranteed payment.

Section 12.11. Call-Back and Call-In Pay. Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) their straight time regular rate. The provisions of this Section do not apply to extension of shift situations. Consistent with the Department's needs, the Chief will endeavor to assign overtime under this Section according to seniority on a rotating basis.

**ARTICLE 13  
VACATIONS**

Section 13.0. Vacation Schedule. All full time employees with seniority who shall have worked during the period establishing their vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they shall have worked the required and qualifying number of hours as set forth in the Section below:

<u>Seniority Required</u>	<u>Days Off</u>	<u>Hours Pay</u>
6 Months	5	40
1 Year	12 + 16 =	56
2 Years	10	80

3-4 Years	12	96
5 Years	15	120
10 Years	20	160

Section 13.1. Vacation Eligibility. In order to be eligible for the full vacation benefit in this Article, the employee must have actually worked for the department during the year immediately preceding the employee's anniversary date a total of at least eighteen hundred (1,800) hours [nine hundred (900) hours for vacation after six (6) months]. For purposes of this section, hours worked include holiday pay and paid vacation time, but does not include paid or unpaid sick leave. If the employee fails to qualify for a full vacation benefit because insufficient hours were worked during the anniversary year, the employee shall receive prorated vacation time based upon the employee's years of service and hours worked during the anniversary year. If the employee receives pro rata vacation pay of 50% or less, the employee is not entitled to schedule that time off until at least six months after the employee's anniversary date. Vacation pay shall be at the employee's straight time regular rate of pay, exclusive of all premium pay. Vacation pay and leaves may not be accumulated from year to year.

Section 13.2. Vacation Scheduling.

(a) Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon at least thirty (30) days' advance notice, provided that, in the opinion of the Chief, such time off does not unreasonably interfere with the efficient operation of the Department and the City's obligations to the public generally. If an employee is denied or deprived of vacation for this reason so as to preclude the employee from taking his vacation time in a given year, the period of vacation so denied shall be carried to the succeeding year.

(b) Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest seniority. Vacation leaves of less than five (5) working days may be allowed without the thirty (30) days' advance notice as long as necessary work schedule arrangements can be made within the Department.

(c) If an employee is called in to work or is subpoenaed to appear in court during a scheduled vacation, the employee shall be paid time and one-half (1½) for the hours so worked with a minimum of two (2) hours' compensation, and said compensation shall be in addition to the vacation pay for the same period, provided, however, all attempts have been made to change the court date.

(d) Upon proper termination of employment, earned but unused vacation will be included in termination pay.

**ARTICLE 14  
HOLIDAYS**

Section 14.0. Holidays. All full time employees occupying job classifications covered by this Agreement shall receive eight (8) hours' pay at their straight time regular rate, exclusive of all premiums, for each of the following recognized holidays, except as noted for Good Friday:

New Year's Day  
Martin Luther King Day  
Good Friday (4.0 hours)  
Memorial Day  
Independence Day  
President's Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Section 14.1. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday, unless otherwise excused;
- (b) The employee must not be on a layoff or a leave of absence;
- (c) The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;
- (d) An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay.

Section 14.2. Holiday Work. Employees who work on a holiday shall receive time and one-half (1-1/2) their straight time regular rate of pay for all hours actually worked on the holiday, plus holiday pay if applicable, except for the following holidays, where employees who work shall be paid double time, plus holiday pay, for all hours actually worked: Christmas Eve, Christmas Day, Thanksgiving Day, and the day after Thanksgiving. Full-time employees scheduled to work on a holiday may, with prior approval of the Chief, be excused from work at their request if part-time employees are available to work their shifts, in which case the employee will receive eight (8) hours of straight time pay only.

Section 14.3. Holiday During Vacation. Holidays falling within an employee's vacation period shall be paid, but no additional time off shall be granted.

## ARTICLE 15 INSURANCE AND PENSION

Section 15.0. Hospitalization Insurance. During the terms of this Agreement, the City agrees to pay the required premiums for each employee, including dependent coverage, under the City's Physician Health Plan Plus which includes prescription drug insurance and coverage for major medical expenses. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same.

Section 15.1. Dental Insurance. During the term of this Agreement, the City agrees to pay the required premiums for each employee, including dependent coverage, under the City's dental insurance program, which now shall include the new program (Type I 100%, Type II 80%, Type III 50%). The Employer reserves the right to select or change dental insurance carriers, provided the level of benefits remains substantially the same.

Section 15.2. Insurance Premiums. The City will not pay insurance premiums for hospitalization or dental insurance beyond the first full month of the employee being on an unpaid leave of absence or on lay-off.

Section 15.3. Term Life Insurance. During the term of this Agreement, the City will provide term life insurance, including accidental death, for full time employees in accordance with the following schedule:

<u>Length of Service</u>	<u>Term Life Insurance</u>
Less than 1 year	\$15,000
More than one year	Equal to employee's base annual salary

Section 15.4. Retirement. Effective upon the execution of this agreement, the City shall provide bargaining unit members with coverage under the Municipal Employees Retirement System (Mers) Plan B-3 (F50/25). The employer, relying upon the accuracy of the cost information concerning this improved benefit as provided by the Union and MERS during collective bargaining negotiations, agrees to pay for the full cost of the improved benefits. The Union agrees that it will not propose a retirement improvement at any time before July 1, 2002, except that if the employer subsequently adopts a more favorable plan for employees in other bargaining units, employees covered under this agreement will be included in the more favorable plan. If the City provides or offers any health or hospital insurance for City retirees, the same options or benefits will be provided to members of the bargaining unit upon retirement.

Section 15.5. False Arrest Insurance. The City shall, during the term of this Agreement, continue in effect its present program of false arrest insurance on the same terms and conditions that existed prior to the execution of this Agreement. The City will notify the Lodge of any increases in coverage limits. The City will assume the payment of any deductible under this section if the City is held liable by a court of competent jurisdiction.

Section 15.6. Disability Insurance. The employees of this bargaining unit shall be eligible for and will receive short term and long term disability plan benefits in existence on September 1, 1991, along with any future improvements to the plan benefits. A synopsis of the plan is provided in Appendix C.



*ARTICLE 16*  
**UNIFORMS AND EQUIPMENT**

Section 16.0. Uniforms and Equipment.

(a) The City shall provide such uniforms and equipment as the City shall determine are necessary, subject to the reasonable rules for the use, preservation, and care of such uniforms and equipment.

(b) The City agrees that shoes and boots are part of the uniform complement to be provided by the City for full time employees. The City agrees to reimburse each employee \$100 per year toward the purchase of shoes/boots.

Section 16.1. Dry Cleaning. The City shall provide a maximum of \$250.00 per year for each full time employee for the cleaning of City uniforms.

Section 16.2. Vests. The City will provide each full time police officer with a vest. The vests will remain the property of the City. The vests will be the American Body Armor Gold Series vest Level II with wrap around side protection and officer's choice of hard or soft trauma plate. The City will replace or recondition vests according to the manufacturer's specifications.

Section 16.3. Personal Property Damage Reimbursement. The City agrees to pay to employees covered by this Agreement, upon application, reasonable amounts (not to exceed \$200 per employee per fiscal year) for personal property damaged in the line of duty, provided such damage was not due to the negligence or intentional act of the employee and, provided the employee is unable to obtain reimbursement from insurance or by order of a court.

*ARTICLE 17*  
**CLASSIFICATIONS AND WAGES**

Section 17.0. Wages. Listed in Appendix A and incorporated herein are the wages for the classifications covered by this Agreement.

Section 17.1. Education Bonus. An education compensation shall be paid to each police officer covered by this agreement on the last pay day of the City's fiscal year. The education compensation shall be: \$150.00 for an Associate Degree and \$300.00 for a BS/BA. If an officer has both degrees, the greater sum (\$300.00) shall be deemed the education compensation. This compensation shall in no way affect the hourly or annual wage rates reflected in Section 17.0 and is not to be used for the purpose of calculating overtime compensation or other hourly rates.

*ARTICLE 18*  
**MISCELLANEOUS**

Section 18.0. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 18.1. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 18.2. Legal Representation. The City will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his police duties and responsibilities for the City, provided that notification is immediately given to the City that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

Section 18.3. Medical Arbitration. Before an employee absent from his duties for ten (10) consecutive days returns to work, he may be required by the City to provide verification that he is fit again to perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work and the City is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the City, one of whom shall be selected by the employee, and the third by the two physicians so named. The cost of this report shall be shared equally by the City and the employee. The provisions of this Section shall also apply to disputes under Section 11.2.

Section 18.4. Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Chief must be obtained before any employment or work is undertaken if such work or employment is to be on other than an irregular or occasional basis. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer or otherwise have permission of the Chief. Violation of the provision of this Section shall constitute just cause for discipline.

Section 18.5. Residency. Prior to completion of their probationary period, all full time employees must reside within a fifteen (15) mile radius of the City Hall of the City of DeWitt. The employee may file a written request with the Police Chief to extend the residency requirement by increasing the mileage radius from City Hall. The Police Chief, with the approval of City Council, may grant a mileage extension.

Section 18.6. Training. Mandatory training for bargaining unit employees will be determined at the discretion of the Chief and may cover such topics as firearms, first-aid, criminal laws and procedures, and others as determined by the Chief. Attempts will be made to provide the mandatory training during an employee's regularly scheduled shifts. Those officers scheduled to attend outside of their regularly scheduled shift will be compensated at their regular straight time rate for the first twenty-four (24) hours of training scheduled during their off-duty hours each contract year. Any hours of off-duty training in excess of twenty-four (24) hours in any contract year will be compensated at the rate of one and one-half (1-1/2) the employee's regular straight time rate.

Section 18.7. Payroll Deduction. The City agrees that it will make arrangements for payroll deduction to a financial institution selected by the City if such payroll deductions are compatible with the City's computer system.

Section 18.8. Rules. The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees. If the Lodge takes issue with a new rule, it shall not be subject to the Grievance Procedure until implemented but may be subject to a special conference.

Section 18.9. Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 18.10. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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 nor removed by law from the area of collectible 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 Lodge, 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.

Section 18.11. Ethics. The Lodge acknowledges that the City of DeWitt has adopted Ordinance Number 113, entitled "Code of Ethics for Public Servants of the City of DeWitt." The parties agree that bargaining unit members shall comply with and be bound by this ordinance as public servants of the City of DeWitt.

## *ARTICLE 19*

### ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Section 19.1. Use of Alcohol and Controlled Substances. Because of the nature of the work performed by members of the bargaining unit and the public trust which they hold, the Union recognizes that Employees must not report to work while impaired by the consumption of alcohol or use illicit controlled substances. If an Employee's immediate supervisor has reasonable cause to

believe that an Employee has reported to work while impaired by the consumption of alcohol or has recently used an illicit controlled substance, and this observation is confirmed by the Chief of Police or the City Administrator or, in the absence of the Chief of Police and the City Administrator, their designee, the Employee may be required to submit to a chemical test for the presence of alcohol or illicit drugs.

The Lodge Representative shall be notified immediately whenever any Employee is required to report for a chemical test.

Section 19.2. Testing Standards. The test performed for the presence of alcohol or illicit controlled substances shall be the least intrusive test available under the circumstances, shall be at the Employer's sole expense, and shall occur without loss of pay to the Employee unless the test confirms that the Employee reported to work while impaired by the consumption of alcohol or an illicit controlled substance.

For purposes of this section, impaired by the consumption of alcohol shall mean a blood alcohol level of .04% or more, as determined by a blood test. The employer has the right to require an employee to undergo testing for alcohol consumption by using a breathalyzer. The breathalyzer test will be performed in the presence of a third party who is a certified breathalyzer operator when possible. If the breathalyzer result is in the favor of the employee, no further testing shall be requested by the employer. If the breathalyzer result is not in favor of the employee, a blood test shall be administered. An employee who is ordered to undergo testing for alcohol consumption under Section 1 above may request that a preliminary breath test (PBT) be administered. If the PBT result is in favor of the employee, no further test shall be requested by the employer. If the PBT result is not in favor of the employee, a breathalyzer or blood test shall be administered. No employee shall be required to take a preliminary breath test (PBT).

Reporting to work while impaired by an illicit controlled substance shall mean a level as determined by a urinalysis which exceeds standards promulgated by the National Institute on Drug Abuse (NIDA). All positive tests for illicit controlled substances shall be confirmed by gas chromatography/mass spectrometry (GC/MS) testing procedures in order for the test results to be used against the Employee in any way.

Section 19.3. Testing Procedures. Whenever a urine sample is requested for purposes of performing a chemical test, the specimen shall be split. One portion shall be analyzed as set forth in Section 2. The second portion shall be retained and frozen. If the first sample is positive, the Employee and the Lodge shall have the right to have the split sample analyzed by a NIDA-approved laboratory of its choosing without cost to the Employer. The Employer will cooperate in facilitating the second testing in any way possible, including assisting with transportation of the sample to the designated laboratory.

Section 19.4. Employee Assistance. No Employee who has a drug or alcohol problem and who requests assistance from the Employer shall be subject to discipline as a result of this disclosure. The Employer will assist such an Employee in any way possible to obtain necessary help or treatment, including the granting of an appropriate leave of absence in order to allow the Employee to be treated and rehabilitated. Nothing in this section is intended to make an Employee immune

for misconduct which is committed before an Employee reports a drug or alcohol problem to the Employer but which is not discovered until after the reporting occurs.

Section 19.5. Test Results as Evidence. As a precondition to admitting any drug or alcohol test into evidence in any disciplinary proceeding, the arbitrator shall first determine that there was reasonable cause to request the test and that appropriate safeguards were followed by the Employer, or on the Employer's behalf, to insure the integrity of the testing process, the accuracy of the results, and the privacy of the Employee being tested.

Section 19.6. Refusal to Submit to Testing. If the Employer requires an Employee to undergo a drug or alcohol test on the basis of reasonable cause and the Employee refuses, the Employee may be disciplined or discharged for insubordination, provided that the Employer has complied with the provisions of this Article with respect to the Employee in all respects.

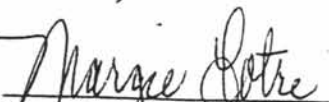
## ARTICLE 20 DURATION

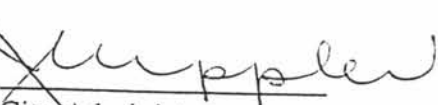
Section 20.0 Termination. This Agreement shall remain in force until 12:01 a.m. July 1, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

IN WITNESS WHEREOF, this Agreement was executed on May 1, 1998.


CITY OF DEWITT

  
Mayor

  
Clerk-Treasurer

  
City Administrator

CAPITOL CITY LODGE NO. 141  
FRATERNAL ORDER OF POLICE  
LABOR PROGRAM, INC.

  
Attorney for Lodge

  
Lodge Executive Director

  
Employee Representative

*APPENDIX A*

Effective July 1, 1998, base wages shall be increased by 3.0%. Effective July 1, 1999, base wages shall be increased by 3.0%. Accordingly, with the first full pay period beginning on or after the dates indicated, the following pay schedules will be effective for patrol officers:

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
July 1, 1998	\$27,456	\$28,828	\$30,849	\$32,698	\$34,661
July 1, 1999	\$28,280	\$29,693	\$31,774	\$33,679	\$35,701

## APPENDIX B

During the course of collective bargaining negotiations, the City of DeWitt and the Lodge agreed to changes regarding shift scheduling and the definition of a swing shift (sometimes referred to as a "jump shift"). This Appendix is deemed to supersede Section 12.5 of the collective bargaining agreement, unless and until one of the parties terminates this Appendix according to the procedure contained later in this letter.

Employees shall be assigned to work a schedule that consists of a six (6) month period of work shifts. The shifts shall be:

Days	7:00 a.m. to 3:00 p.m.
Afternoons	3:00 p.m. to 11:00 p.m.
Nights	11:00 p.m. to 7:00 a.m.
Swing Shift	2 shifts of 3:00 p.m. - 11:00 p.m., and 3 shifts of 7:00 a.m. - 3:00 p.m., in a week.

The Employer shall have the right to change the work shift schedule only in the case of an emergency or if operating conditions absolutely warrant, with notice of changes and overtime provisions applicable in accordance with Section 12.6. The parties agree that if such change is necessary for the swing shift, the alternate work hours shall be only day shift or afternoon shift hours as defined above.

Sign up for shifts shall be posted by the Employer at least forty-five (45) days prior to the start of the six month work period, with seniority sign up open for the first fifteen (15) days of that period. The six month work schedule shall be posted thirty (30) days prior to the six month period to be worked. Sign up for work shifts shall be in increments of one month periods and each employee, starting with the most senior, will select his or her entire six month selection prior to the next most senior employee signing up for his or her six month selection. Once the six month work schedule is posted and/or in the process of implementation, employees may trade shifts with permission of the Chief or the Chief's designee. Nothing in this appendix shall prevent employees from discussing their shift preferences among themselves before signing up for shifts.

If unexpected difficulties arise in the implementation of the new work schedule procedures contained in this appendix, the parties agree that they will immediately meet and discuss the problem with the intent of arriving at a mutually satisfactory solution. The parties recognize that it is in the best interests of both to mutually resolve any problems in the implementation of work schedules. In the event that either party believes that insurmountable problems have arisen which cannot be resolved by mutual agreement, that party may give written notice to the other of its desire to terminate this appendix forty five (45) days after the written notice is provided to the other party, in which case Section 12.5 of the collective bargaining agreement shall again control the work schedule.