

7061

6/30/97

AGREEMENT

between

CITY OF COLDWATER

and

**POLICE OFFICERS LABOR COUNCIL
COLDWATER POLICE DIVISION
SERGEANTS**

Coldwater, City

Effective: July 1, 1994 - June 30, 1997



AGREEMENT

This Agreement is entered into this 1st day of July, 1994, by and between the CITY OF COLDWATER ("Employer") and the POLICE OFFICERS LABOR COUNCIL, COLDWATER POLICE DIVISION ("POLC").

PREAMBLE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and as set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

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 the City of Coldwater whose positions are classified as sergeant including detective sergeant, BUT EXCLUDING the Director of Police and Fire Services, Deputy Director of Police Services, desk clerk/dispatcher, patrol officer, corporal, part-time employees, and all other employees in the Police Department.

ARTICLE II - SERGEANTS AGREEMENTS

Section 2.1. Incorporation. All the terms and conditions of the collective bargaining agreement negotiated between the City of Coldwater and the Police Officers Labor Council, Coldwater Police Division, for the bargaining unit consisting of desk clerk/dispatcher, patrol officer and corporal of the Coldwater Police Department shall apply to the sergeants in this bargaining unit and are hereby adopted by reference and are a part of this Agreement as if set forth fully herein with the following exceptions and conditions:

- (a) The salary schedule for the position of sergeant shall be as shown on the attached Appendix A and shall be effective the first pay

period on or after July 1 of each year. These rates include all applicable cost-of-living increases previously earned or accrued.

(b) Not more than two (2) employee POLC representatives shall be on the Bargaining Committee or Special Meeting group.

(c) Holiday pay for sergeants assigned to shift duty shall be as follows:

1994 -	\$ 1297.00
1995 -	1336.00
1996 -	1376.00

(d) Current and new employees are eligible for, and shall participate under, the Michigan Municipal Employees' Retirement System. The required payroll deductions shall be started on the date of employment. All employees shall be covered by Benefit Plan B-3, except that employees shall be covered by Benefit Plan C-2 with B-1 Base when and if they become eligible for and covered by Social Security. Retirement is to be based on the average of the best three consecutive years of service, effective July 1, 1988. Employees may retire without penalty after the age of 50 with 25 years of service, in accordance with the Municipal Employees' Retirement System rule. Effective July 1, 1994, the employee required contribution shall be four (4%) percent.

(e) Step 1 and 2 of the patrol officer's grievance procedure shall be superseded by the provision below:

Step 1: A sergeant shall file a written grievance signed by the grievant with the Director of Police and Fire Services 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. Within ten (10) days after the Director has received the grievance, a meeting shall be held between the Director of Police and Fire Services, the grievant and the POLC representative to discuss the grievance in an attempt to resolve the matter. The Director shall place his answer on the grievance and return it to the POLC representative within five (5) days after such meeting.

(f) The Subsistence Policy and Travel Policy as approved by the Coldwater City Council shall apply for authorized trips.

(g) Provided that thirty (30) days written notice is given to the Director, each sergeant is permitted to initiate a one (1) month trade in shift with another sergeant (if agreed by both sergeants involved) during each contract year. Such trades will not result in any officer working more than one (1), four (4) consecutive month shift per contract year without the approval of the Director.

(h) Sergeants will be scheduled one four-day weekend during each 28-day period.

CITY OF COLDWATER

POLICE OFFICERS
LABOR COUNCIL,
COLDWATER POLICE DIVISION

Robert E. Rumsey
Robert E. Rumsey, Mayor

Jimmy L. Emory

Gerald M. Boguth
Gerald M. Boguth, Clerk/Assessor

Gerald Vander Hout

William R. Stewart
William R. Stewart, City Manager

Andrew J. Van Doren
Andrew J. Van Doren, City Attorney

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>
212P	1994	15.08	15.21	15.45	15.64	15.82	16.02	16.21
Sergeant & Detective	1995	15.53	15.67	15.91	16.10	16.30	16.50	16.70
Sergeant	1996	16.00	16.14	16.39	16.59	16.78	16.99	17.20