

11/12.

8/2/93

MEMORANDUM OF UNDERSTANDING

Between

CITY OF DEWITT
DEWITT CITY POLICE

and

THE FRATERNAL ORDER OF POLICE
CAPITOL CITY LODGE NO. 141
DEWITT CITY POLICE DIVISION

The Contract dates will be modified to reflect the periods of the new agreement, which will be from July 1, 1991, through June 30, 1993. Except as modified by this Memorandum of Understanding, all terms and conditions of the July 1, 1989, through June 30, 1991, collective bargaining agreement shall remain in full force and effect and be incorporated by reference into this new agreement.

LEAVES OF ABSENCE

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

* * *

(g) An employee may utilize sick leave for the care of the employee's spouse and children during a medical emergency or a circumstance where that person is confined to bed or hospitalized for a medical condition or illness. No employee will be allowed to use more than ten (10) sick leave days per month for this purpose. The Chief may approve additional days if extraordinary medical circumstances exist with family member(s).

(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% each year of the accumulated earned unused hours for the current year on or about December 1st at the employee's current rate of pay. An employee that has not reached the maximum 480 hours shall 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 1st 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.

Section 11.4. Funeral Leave.

* * *

DeWitt, City of

(b) 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 child. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time.

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	7	56
2 Years	10	80
5 Years	15	120
10 Years	20	160

Section 13.2. Vacation Scheduling.

* * *

(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 with proper thirty (30) days advance notice.

HOLIDAYS

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 and Thanksgiving Day. 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.

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. There shall be no liability whatsoever on the part of the Employer for any insurance premium

payment for an employee or employees who are on lay-off of leave of absence beyond the month in which such leave of absence or lay-off commences. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same.

Section 15.2. Retirement. Retirement benefits for police officers covered by this Agreement will be the same as the benefits for other City of DeWitt employees. The City shall reimburse to currently employed patrolmen the employee's portion of the 1989 first quarter FICA payment which was withheld on the retirement program (IRA).

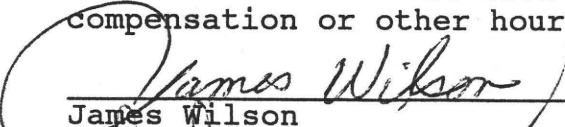
Section 15.4. Dental Insurance. During the term of this Agreement, the City agrees to pay the required premiums for each employee, including dependent coverage, under the City's Blue Cross/Blue Shield Dental Insurance program, which now shall include the new program (Type I 75%, Type II 75%, Type III 50%). The Employer reserves the right to select or change dental insurance carriers, provided the level of benefits remains substantially the same.

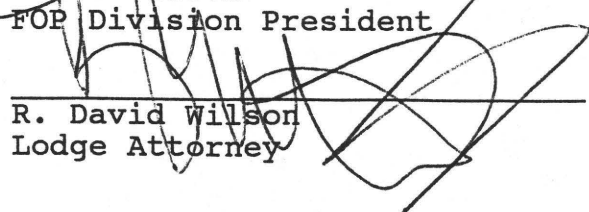
Section 15.5. Disability Insurance. The employees of this bargaining unit shall be eligible for and will receive benefits in relation to the current disability program (short and long term) made available to other employees of the City.

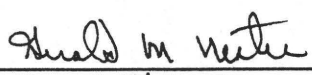
CLASSIFICATIONS AND WAGES

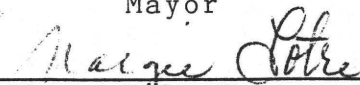
Section 17.0. Wages. Listed in Appendix "A" and incorporated herein are the wages for the classifications covered by this Agreement.

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.


James Wilson
FOP Division President


R. David Wilson
Lodge Attorney


City Representative
Mayor


City Representative
Clerk-Treasurer

APPENDIX A

Effective the first full pay period beginning on or after the dates indicated the following pay schedules will be effective for patrolman:

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
July 1, 1991	\$22,555	\$24,024	\$25,343	\$26,863	\$28,475
July 1, 1992	\$23,683	\$24,867	\$26,610	\$28,206	\$29,899

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF DEWITT, MICHIGAN

(hereinafter referred to as "Employer" or "City")

AND

FRATERNAL ORDER OF POLICE

CAPITOL CITY LODGE #141

(hereinafter referred to as "Lodge")

June 30, 1991 - July 1, 1993

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A G R E E M E N T

THIS AGREEMENT entered into this ____ day of _____, 199__, by and between the CITY OF DEWITT, MICHIGAN, hereinafter referred to as the "Employer" or "City" and the FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE NO. 141, 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 Patrolmen, 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 (1/2) hour prior to and one-half (1/2) 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.

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. Verbal Procedure. If an employee has a grievance, he may discuss it with the Chief with the object of resolving the matter informally.

Step 2. Written Procedure. If an employee has a grievance, he shall, within four (4) days of the occurrence of the event which gave rise to the grievance, 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 Steward 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 City Clerk within four (4) days following receipt of the Chief's answer in Step 2. 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 City's Police Board. 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 four (4) 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.

ARTICLE 7

ARBITRATION

Section 7.0. Arbitration Request. If the grievance is not satisfactorily resolved in Step 3 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 3 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 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) he resigns or quits;
- (b) he is discharged or terminated and such action is not reversed;
- (c) he retires;
- (d) he has been on layoff status for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is less;
- (e) he 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) he 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) he is convicted of a felony, misdemeanor punishable by more than ninety (90) days, or a traffic offense involving DUIL, impaired, or reckless driving;
- (h) he is declared mentally incompetent by a Probate Court;
- (i) he makes an intentional and material false statement on his 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 one of the Leave of Absence Sections in this Agreement. There shall be no duplication or pyramiding of leave benefits or types 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 (1/2) day.
- (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 and children during a medical emergency or a circumstance where that person is confined to bed or hospitalized for a medical condition or illness. No employee will be allowed to use more than ten (10) sick leave days per month for this purpose. The Chief may approve additional days if extraordinary medical circumstances exist with family member(s).
- (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% each year of the accumulated earned unused hours for the current year on or about December 1st at the employee's current rate of pay. An employee that has not reached the maximum 480 hours shall 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 1st 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.

Section 11.2. Extended Sick Leave. Extended sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the City's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twelve (12) months or his seniority, whichever is less, and seniority shall not continue beyond that time. The City may request as a condition of continuance of any extended 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 his 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 of absence.

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 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.

(b) 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 child. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time.

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.

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.

Section 12.2. Pass Day Definition. Because patrolmen 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 patrolman 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 patrolman 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.

Section 12.8. Overtime Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of forty (40) hours in any workweek.

(b) Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday, 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.

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	7	56

<u>Seniority Required</u>	<u>Days Off</u>	<u>Hours Pay</u>
2 Years	10	80
5 Years	15	120
10 Years	20	160

Section 13.1. Vacation Eligibility. In order to be eligible for the vacation benefit below, an employee must have worked for the department during the year immediately preceding his anniversary date a total of at least eighteen hundred (1,800) hours (nine hundred [900] hours for vacation after six [6] months). If he should fail to qualify solely because of the requirement as to hours, he shall receive a pro rata vacation pay on the basis of hours actually worked, based on his years of service, provided that he shall have worked a minimum of one thousand (1,000) hours during the anniversary year. 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 with proper thirty (30) days' advance notice.

(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 (1-1/2) 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:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
President's Day	Christmas Day
Labor 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 and Thanksgiving Day. 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. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on lay-off or leave of absence beyond the month in which such leave of absence or lay-off commences. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same.

Section 15.1. 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>
60 Days	\$10,000
1 Year	\$15,000
5 Years	\$25,000

Section 15.2. Retirement. Retirement benefits for police officers covered by this Agreement will be the same as the benefits for other City of DeWitt employees. The City shall reimburse to currently employed patrolmen the employee's portion of the 1989 first quarter FICA payment which was withheld on the retirement program (IRA).

Section 15.3. 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 15.4. 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 Blue Cross/Blue Shield Dental Insurance program, which now shall include the new program (Type I 75%, Type II 75%, 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 15.5. Disability Insurance. The employees of this bargaining unit shall be eligible for and will receive benefits in relation to the current disability program (short and long term) made available to other employees of the City.

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.

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 patrolman with a vest. The vests will remain the property of the City. 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.

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.

ARTICLE 19

DURATION

Section 19.0. Termination. This Agreement shall remain in force until 12:01 a.m. July 1, 1993 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 the 21st day of January, 1992.

CITY OF DEWITT

Guels M. Neiter
Mayor

Margie Lotre
Clerk-Treasurer

FRATERNAL ORDER OF POLICE,
CAPITOL CITY LODGE NO. 141

Albert J. Van Stenkiety
James T. Wilson

APPENDIX A

Effective the first full pay period beginning on or after the dates indicated the following pay schedules will be effective for patrolman:

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
July 1, 1991	\$22,555	\$24,024	\$25,343	\$26,863	\$28,475
July 1, 1992	\$23,683	\$24,867	\$26,610	\$28,206	\$29,899

