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A G R E E M E N T

This AGREEMENT, effective the _____ day of _____, 19_____ by and between the CITY of BENTON HARBOR, hereinafter referred to as the CITY and the BENTON HARBOR PATROLMEN'S ASSOCIATION, a unit of the FRATERNAL ORDER OF POLICE State Lodge of Michigan Labor Council, hereinafter referred to as the ASSOCIATION.

ARTICLE I - PURPOSE AND INTENT

Section 1. Purpose. The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement. It is also the purpose of the Agreement to promote orderly and peaceful labor relations between the CITY and the ASSOCIATION. Further, it is the purpose of this Agreement to promote better law enforcement services in the CITY of Benton Harbor.

Section 2. Intent. Recognizing that the interest of the community and the job security of the employees depends upon the CITY'S ability to continue to provide proper services to the community, the CITY and the ASSOCIATION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1. Association Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the CITY recognizes the ASSOCIATION, through the Fraternal Order of Police, as the sole and exclusive collective bargaining agency for all full-time, permanent employees occupying, or who may, during the life of this Agreement occupy, any of the job positions set forth in Appendix B, hereto.

ARTICLE III - ASSOCIATION SECURITY

Section 1. Security. Insofar as the laws of the State of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective and who are members of the Association at that time and all employees who voluntarily become members thereafter shall be required as a condition of continued employment, to maintain their membership in the Association to the extent of paying periodic dues uniformly required as a condition of maintaining membership.

Section 2. Dues Check-off. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit who voluntarily becomes a member, the Association's dues, subject to the following subsections:

- (a) The ASSOCIATION shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretation thereof.
- (b) All checkoff authorization forms shall be filed with the Employer's finance office, which shall return any incomplete or incorrectly completed forms to the ASSOCIATION'S treasurer, and no checkoffs shall be made until such deficiency has been corrected. Authorization shall become effective the month following receipt of the form by the Employer.
- (c) The Employer shall checkoff only those obligations which come due at the time of the 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 UNION, said refunds shall be the responsibility of the UNION. Deductions will be made from the payroll ending nearest the mid-month for the current Association dues and will be remitted to the ASSOCIATION at the time the payroll checks for that period are issued.
- (d) The Employer's remittance will be deemed correct if the UNION does not give notice, in writing, to the Employer's treasurer within fifteen (15) working days after the remittance is sent, of its belief, with reasons stated therefore, that the remittance is not correct.
- (e) The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which in any way conflicts with the agreed upon provisions of dues checkoff or with any other organization which in any way conflicts with the provisions hereof.
- (f) The ASSOCIATION shall provide at least thirty (30) days written notice to the Employer of the amount of the Association dues to be deducted from the wages of employees, in accordance with this section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- (g) The Employer shall not be responsible for collection of Association dues while an employee is on a leave of absence, lay-off, or after an

employee's employment relationship with the Employer has been terminated.

Section 3. Save Harmless. The ASSOCIATION agrees to defend, indemnify and save the Employer harmless against any and all suits, claims or other forms of liability arising out of the deduction from an employee's pay of ASSOCIATION dues, or in reliance on any list, notice, certification or authorization furnished under this section. The ASSOCIATION assumes full responsibility for the disposition of deductions so made once they have been sent to the ASSOCIATION.

Section 4. Check-off Form. The ASSOCIATION shall exclusively use the check-off authorization form: (Fraternal Order Fraternal Order of Police State Lodge of Michigan Labor Council dues check-off form).

Section 5. Bargaining Team. ASSOCIATION members within the Bargaining Unit shall be represented by three (3) elected members from within the Patrolmen's ASSOCIATION. A Chairman, Secretary, and a Treasurer shall be elected by the three representatives. Immediately following the selection of the ASSOCIATION'S Bargaining Team, the CITY shall be furnished with a list of the names of the Bargaining Team. The ASSOCIATION shall promptly notify the CITY, in writing, of any change in the names of the Bargaining Team. Such three (3) Bargaining Team Members shall suffer no loss of pay for time necessarily lost from the regularly scheduled working hours while engaged in bargaining activities. The three (3) Bargaining Team members shall request permission from the immediate supervisor when it is necessary to leave an assignment for bargaining purposes. Such permission shall be granted, unless in the judgement of the supervisor, the member cannot be spare from work until the urgent aspects of an assignment are completed, in which event permission shall be granted upon completion of the urgent aspects of the assignment. The Bargaining Unit may have present legal and/or ASSOCIATION advisor.

Section 6. Subcontracting. Any subcontracting of bargaining unit work shall be the subject of advance notice to the ASSOCIATION. The ASSOCIATION shall receive advance notice to enable it to have a full opportunity to engage in discussion with the CITY which may include, but need not be limited to, the following topics:

- (a) The reason for the CITY'S interest in subcontracting.
- (b) Alternatives to subcontracting.
- (c) The placement or transfer of affected employees into other City jobs.
- (d) Other relevant topics.

Section 7. Affirmation of Responsibilities. The ASSOCIATION agrees that all members shall affirm, in writing, their commitment to the adherence to the Police Department Rules and Regulations, the written job description requirements, and the Police Code of Ethics as

the guidelines for their job performance.

ARTICLE IV - MANAGEMENT SECURITY

Section 1. Management Rights. The ASSOCIATION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the CITY and the employees are vested solely and exclusively in the CITY.

Section 2. Management Security. Neither the ASSOCIATION, its elected officers or agents, nor any of the patrolpersons covered by this Agreement will engage in, encourage, sanction or support any strikes, slow downs, mass absenteeism, the willful unauthorized absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any patrolperson violates this section, the ASSOCIATION shall immediately notify any such patrolperson in writing to cease and desist from such action and shall instruct said patrolperson to immediately return to normal duties. Any patrolperson who violates any of the provisions of this section may be discharged or otherwise disciplined. The CITY agrees that there will be no lockouts.

Section 3. Bargaining Team. The City Manager shall identify and designate any and all members who shall serve as the CITY'S Bargaining Team.

ARTICLE V - NON-DISCRIMINATION

Section 1. Non-Discrimination. The CITY and the ASSOCIATION agree that for the duration of this Agreement neither shall discriminate against any ASSOCIATION member in employment based on race, religion, color, national origin, age, or sex.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Definition. For the purposes of the Agreement, the CITY shall be defined as the administrative representatives of the City of Benton Harbor.

Section 2. Definitions. Detective shall be defined as a Patrolperson assigned to plain clothes duty, who is eligible for plus pay and who is assigned to the Criminal Investigation Unit, its Metro-Police counter-parts, the Youth Unit, or any other plain clothes assignment in excess of thirty days.

Section 3. Definitions. All other definitions are provided within the respective Article and those not so defined shall be defined the same as in Webster's Dictionary.

ARTICLE VII - SPECIAL CONFERENCES

Section 1. Meetings and Conferences. In order to facilitate communication, the CITY and The ASSOCIATION agree to meet and confer pursuant to this Article on matters of interest, excluding grievances.

Section 2. Association Representation. The ASSOCIATION shall be represented at special conferences by one (1) ASSOCIATION member from each patrol shift. One (1) ASSOCIATION member from the Criminal Investigations Unit, one (1) ASSOCIATION member from the negotiating team representing the Bargaining Unit, when manpower permits pursuant to the discretion of the Public Safety Director. All representative(s) and alternates shall be elected by each of the above described groups of ASSOCIATION members in an election to be conducted by each of the above described groups of ASSOCIATION members in an election to be conducted by the respective units during time set aside by permission of the shift commander. The CITY shall be represented by the Public Safety Director or designated representative, (s) and other CITY representative(s) so designated.

Section 3. Written Notice. The party requesting a special conference shall submit a written notice of the desire to have a special conference. The notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects for discussion, both shall exchange agenda at least two (2) days prior to such meeting. Discussions at special conferences shall be limited to the items set forth by the agenda, unless discussion of a subject is agreed upon by the requesting officer and the CITY or a designated representative (s).

Section 4. Time and Place. Special conferences shall be held within ten (10) regularly scheduled working days of the receipt of the written request between the hours of 8:00 A.M. and 5:00 P.M. at a time and place specified by the CITY on CITY property. Special conferences may be held as often as necessary, but the requesting party shall not have the right to cause a special conference to convene more often than once each month, unless the Public Safety Director or a designated representative(s) agrees to the additional conferences.

Section 5. Pre-Meetings. ASSOCIATION representative(s) may meet at a suitable place designated by the Public Safety Director on the CITY'S property for a period of not to exceed fifteen (15) minutes immediately preceding a special conference.

Section 6. Compensation. ASSOCIATION representative(s) shall be paid by the CITY while attending special conferences, only if the special conference is during the member's scheduled tour of duty.

ARTICLE VIII - JOB POSTING AND BIDDING

Section 1. Vacancies. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs, provided the position is going to be filled. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and/or certifiable qualifications by testing, experience, and training. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulleting boards in each building. Employees interested shall sign the posting within the seven (7) working days' posting period.

Section 2. New Positions. Prior to creating a new position, a meeting will be scheduled, involving Management, Union President, Union Steward, and a Union member from the department concerned, to go over job description of new position.

Section 3. Special Assignments. Prior to the making of appointments to the Criminal Investigation Unit, the Youth Bureau, the Crime Prevention Unit and other specially created units such as the Metro Crime Units, notice that such vacancies are to be filled shall be placed on the ASSOCIATION bulletin board. Such notice shall be posted at least five (5) days before the special assignment is made to provide adequate opportunity for patrolpersons to volunteer for the assignments. Oral interviews shall be granted to all who volunteer. Probationary patrolpersons shall not be eligible to volunteer for special assignment.

ARTICLE IX - WORK HOURS

Section 1. Definitions. A work day shall be defined as one tour of duty (shift) consisting of eight hours. Hourly Rates of Pay as applies to shift personnel, shall be established by dividing the patrolperson's weekly base rate of work by forty (40); forty being the average number of hours worked in a week.

Section 2. Hours. The hours of each shift and procedure for rotation of patrolpersons on the various shifts, in addition to the number of hours of the work day and work week, shall remain as they existed prior to the execution of this Agreement, unless the Public Safety Director determines that administration of the department requires alterations in the existing procedures.

Section 3. Lunch and Breaks. The ASSOCIATION member shall be entitled to two (2) ten minute break periods and one (1) thirty (30) minute lunch period during an eight (8) hour tour of duty. The timing of such breaks and lunch period shall be arranged by the ASSOCIATION Member's immediate supervisor. It is understood and agreed that the

timing of the break period and lunch period may vary, depending on the nature of the work being performed by the ASSOCIATION Members at the time, it being recognized that under certain conditions it will be impossible for an ASSOCIATION Member to take a break period until the urgent aspect of an assignment has been completed.

ARTICLE X - SALARIES AND WAGES

Section 1. Schedule of In-Range Progressions. The regular wages for all employees within the ASSOCIATION are in effect, per the Salary Schedule, as set forth in Appendix A, Regular Wages, and shall remain in force for the duration of this Agreement, unless otherwise presented to the ASSOICATION.

Section 2. Starting Rate of Pay on Initial Employment. It is the CITY'S policy that all initial appointments and advancements shall be made from the entrance rate of the Salary Schedule, per Appendix A.

ARTICLE XI - OVERTIME WORK AND COMPENSATION

Section 1. Overtime Administration. The CITY or a designated representative, (s) may prescribe periods of overtime work to meet operational needs as prescribed below:

- (a) To provide required services during or following a natural disaster or civil disorder.
- (b) In situations where an investigation of a major crime or crime wave requires immediate and continued investigation.
- (c) In all other cases, other than (a) and (b) above, overtime shall be offered to Patrolpersons on a voluntary basis. If, however, insufficient numbers of volunteers are received to meet operational needs than overtime for a particular assignment can be made mandatory. Overtime which occurs due to a shift shortage shall be offered on a seniority basis within the shift affected.

All other overtime shall be offered to colunteering Patrolpersons serving in the positions requiring the overtime work on a seniority basis starting with the senior Patrolperson and working down.

- (d) Definition. Police Functions. For the purpose of this Article, Police functions shall be defined as those functions requiring the presence of:

- (1) Uniformed law enforcement personel,

or, and

- (2) Persons authorized to make arrests for misdemeanors committed in their presence or arrests for felonies on probable cause.

Specifically included within Police functions shall be crowd control activities such as the Blossom Parage or at athletic events.

Specifically excluded from Police functions shall be the fee collectors employed to collect entrance fees to city parks and boat launching facilities.

- (e) Prior to any auxiliary or reserve police officer, or any non-ASSOCIATION member, being assigned duty to any function requiring police presence, ASSOCIATION members shall be offered the opportunity to perform said task on an overtime basis. In insufficient ASSOCIATION members are found to perform said tasks, an auxiliary or reserve officer, or a non-ASSOCIATION members, may be utilized.

Section 2. Call Back. A Patrolperson, who has left the normal place of work and is called back for overtime work, shall be compensated for such overtime in accordance with Section 6, below subject to the following provisions:

- (a) If a Patrolperson has no foreknowledge of the work for which called back, and the starting time for such work has not been previously shceduled, or if the work for which called back is scheduled for more than one hour before or after the beginning of or close of the employee's official work day, said employee shall be paid for a minimum of two hours overtime pay, subject to the rules for overtime as provided in Section 6, below.
- (b) If a Patrolperson has foreknowledge of work for which called back and it has been pre-scheduled beginning no later than one hour before or after said employee has begun or completed the normal work day, the employee shall remain on duty and shall receive overtime compensation in cash for the time actually worked only, including the intervening time between the time the employee would have begun or completed the normal work day and the time the overtime work scheduled to begin, subject to the provisions of Section 6, below, with regard to overtime worked.

- (c) If a Patrolperson leaves, of own volition, the job for which called back before the work is completed, the employee shall be compensated by payment in cash for hours actually worked only, subject to the provisions of Section 6, below, with regard to overtime worked.

Section 3. Payment for Court Attendance. If an ASSOCIATION Member is subpoenaed to court, or is required to appear in court on a job-related matter during off-duty time, such time may be considered as time allowed or overtime and may be taken in accordance with Section 4, below.

Section 4. Time Allowed. The ASSOCIATION recognizes and adheres to the following policy of taking "time allowed" (TA) for time accrued by:

- (a) overtime (with the exception of duty call-back);
- (b) work on days off; and/or
- (c) court time beyond normal duty day.

Choice of "time allowed" or overtime pay (at time and one-half) for (a), (b), and (c) above must be made by the Patrolperson within the payroll period which it is earned. Said time allowed will be earned at the rate of time and one-half.

Section 5. Required Attendance At Departmental Meetings. All ASSOCIATION Members will be required to attend all departmental meetings, provided said meetings are scheduled at a reasonable time and place. Time allowed will be granted to off-duty personnel attending departmental meetings.

Section 6. Overtime Compensation. Payment in cash for hours worked in excess of the base hourly work week for Patrolpersons as established for the positions, at time and one-half the straight time base hourly rate of pay. A Patrolperson who has not worked the required number of hours to complete the base weekly work period shall not receive overtime pay for any day worked in excess of base work hours for that day. Authorized paid time off for sick, vacation and holiday leave shall be considered as days worked. To compute the base hourly rate on which all overtime pay is based, the Compensation Schedule in Appendix A shall be used. All overtime shall be compensated for in cash on the payroll for the period in which it was earned.

Overtime performed on days which employees do not ordinarily work, or on regular pass days, shall be compensated for in cash, according to the provisions of paragraph (a) above.

All overtime paid shall be computed to the nearest half-hour for any time worked in excess of the regularly scheduled work period which is nearer to the next half-hour than to the time which the regular work period began or ended. Any ensuing fractional part of an hour worked will be paid to the nearest half-hour.

ARTICLE XII - FRINGE BENEFITS

Section 1. Insurance Protection. The parties agree that the following insurance protection shall be provided:

- (a) Group Hospital and Medical Insurance: Master Medical insurance shall be made available at CITY expense to every patrolperson and patrolperson's spouse and legal dependent children under age 19, starting with the nearest monthly enrollment period for new employees and the nearest annual enrollment period for patrolpersons already on the CITY payroll who have not joined the group with the effective date of such insurance to be clearly established. See schedule below:

<u>EMPLOYEES HIRED BETWEEN AND INCLUDING:</u>	<u>EFFECTIVE DATE:</u>
January 9 and February 8	March 9
February 9 and March 8	April 9
March 9 and April 8	May 9
April 9 and May 8	June 9
May 9 and June 8	July 9
June 9 and July 8	August 9
July 9 and August 8	September 9
August 9 and September 8	October 9
September 9 and October 8	November 9
October 9 and November 8	December 9
November 9 and December 8	January 9
December 9 and January 8	February

Such insurance shall continue for such period of time as the patrolperson covered by said insurance remains on the active payroll of the City of Benton Harbor, or has otherwise continued insurance as an individual at own expense.

- (b) Double Indemnity Group Life Insurance: Double Indemnity Group Life Insurance in the amount of \$20,000 shall be made available at CITY expense to every patrolperson for which the CITY shall pay the entire premium for such period of time as a patrolperson is on the active payroll of the CITY, or for such time as the patrolperson continues to be eligible, with provisions for conversion on termination of employment. Enrollment is immediately available of life insurance coverage and for waiver of premiums under certain conditions of disability as recited in the life insurance policy given to each patrolperson along with provisions for conversion on termination of employment.

Section 2. Vacation. Effective with the date this plan is put into operation, every patrolperson shall be entitled to vacation leave according to the following schedule:

0 - 1 year	5 days
1 - 2 years	10 days
2 - 5 years	15 days
5 - 7 years	17 days
7 - 10 years	18 days
10 - 15 years	19 days
15 plus	20 days

A patrolperson's vacation leave shall start to accrue on the first day of starting employment. No vacation leave shall accrue while an employee is on leave and no longer carried on the active payroll of the CITY. No Patrolperson hired prior to July 1, 1975, shall be accorded no less vacation leave than would have been earnable prior to that time.

(a) Computation of Service for Sick and Vacation Leave:

A Patrolperson is considered to have completed a month of service if appeared on the payroll for a minimum of:

- 16 full work days for those months consisting of 20 or less days which are regularly scheduled work days.
- 17 full work days for those months consisting of 21 days which are regularly scheduled work days.
- 18 full work days for those months consisting of 22 or more days which are regularly scheduled work days.

Any authorized days off which are covered by vacation or sick leave shall be considered as days worked. For the purpose of computation, Saturdays and Sundays shall be considered as full work days only when such days are regularly worked by patrolpersons. Patrolpersons on military leave shall receive vacation leave credit up to and including the month following the month in which such military leave begins.

- (b) Maximum Accumulation of Vacation Leave: Vacation leave may be accumulated to a maximum of 24 work days by patrolpersons with less than 15 years of service, or a maximum of 35 work days for patrolpersons with 15 years of service or more, after which any excess not used within the fiscal year in which the maximum was reached shall expire. Any deviation from this policy will be for the welfare and needs of the department and with the

approval of the department head, Personnel Director, and the City Manager.

- (c) Payment of Unused Vacation Leave: When a patrolperson retires, dies, or leaves the service of the CITY, the employee (or in the case of death, the employee's beneficiary or beneficiaries, as provided for in Article XVII entitled: "Payment of Final Compensation Following Death.") shall receive payment for any unforfeited vacation time not taken. No payment of unused vacation leave shall be allowed when the services of a patrolperson are terminated while the employee is still on probation. Terminal vacation leave shall be computed in accordance with the provisions of Article XVII and deductions from terminal vacation leave shall be made accordingly.
- (d) Payment: A week of vacation pay as provided for above shall equal forty (40) hours of pay as the ASSOCIATION Member's regularly hourly rate of pay at the time the ASSOCIATION Member takes vacation: one (1) day of vacation pay shall equal eight (8) hours of pay at the ASSOCIATION Member's regularly hourly rate of pay at the time vacation is taken. If the ASSOCIATION Member has commenced an approved vacation and is required to report for work during the period of such vacation, in lieu of receiving an additional day of paid vacation, the Member shall be paid time-and-one-half the regularly hourly rate of pay for all hours worked in addition to the vacation pay.
- (e) During the course of the fiscal year, a Patrolperson may utilize allowance of annual leave on the basis of application approved by the Public Safety Director and the Personnel Director.
- (f) Utilization of Vacation Leave: Vacation shall be utilized as follows:
- (1) Extended vacation leave: (Five (5) working days or more)

All departmental personnel as of July 1, each year, shall select vacation period(s) for the coming year based upon a minimum of five (5) days leave and a maximum of earned accrued annual years leave.

Any vacation leave accrued and carried over from the previous year may be utilized in the subsequent year as

follows:

- a. Whenever there is a vacation period that has not been selected by another individual.
- b. With the permission of the Division Commander and the Public Safety Director.

Selections should be made regardless of the possibility that changes may be requested at a later date.

Anyone not planning a vacation during the selection period for the coming year shall indicate intentions by means of a memorandum addressed to the Public Safety Director.

If anyone decides to waive the selected period of vacation leave prior to the beginning date of the request for extended leave, the employee shall forfeit priority selection and must select vacation at another available date.

Unit Commanders, with the approval of the Public Safety Director or designated agent, may sanction changes at a later date provided the spirit of this order is not ignored.

Selection shall be made by seniority. †

Every attempt shall be made by staff to satisfactorily settle any conflicts that may arise in the vacation selection schedule because of inter-departmental transfers, pay day changes, etc.

All personnel of the police department shall make a request for extended vacation leave at least eight (8) days prior to the beginning date of the requested leave period. Only in cases of special circumstances, and by the approval of the Public Safety Director or designated agent, is this policy voided.

Only one (1) individual per department shift may be on extended vacation leave

within the same selection period.

- (2) Fragmental Vacation Leave: At least one-half working day but less than five (5) working days).

Fragmental vacation leave, compensatory leave, and time allowed leave shall be granted under the following procedures:

- a. Whenever possible, requests should be submitted eight (8) days prior to the beginning date of the requested leave period.

Under special circumstances and/or emergency situations, the unit commander may waive this condition. A memo shall be sent to the Public Safety Director detailing any waivers authorized by the shift commander.

- b. Only one individual per shift may utilize the above leave requests during the same period, unless there is no one on extended vacation leave for that period.

- c. Individuals should make every effort to submit requests for leave when there are sufficient personnel to insure the effectiveness of the unit to carry out its duties.

- d. If sufficient personnel are not available during the request period, the individual making the request should attempt to exchange pass days with another individual that is on pass during the requested period.

- (3) Exchange of Pass Days: Individuals exchanging pass days shall adhere to the following procedures:

- a. A memo shall be submitted to the Public Safety Director through the normal chain of command by the individuals involved.
- b. The memo will contain the following information: the dates and times of exchange; signatures of both individuals; and the approval of the unit commander(s) or supervisor(s).
- c. The personnel requesting the exchange of pass days are obligated to work the date(s) and time(s) agreed upon. Any absences will be credited against the individual to work that particular date.
- d. It shall be the responsibility of the unit commanders or supervisors to investigate any unusual usage of sick leave continuous to any vacation leave or pass days.
- e. If for any reason the individual is unable to exchange pass days and sufficient personnel are not available the request will require the approval of the Public Safety Director.

Section 3. Holidays. Patrolpersons shall receive regular compensation for the following legal holidays or parts thereof, or any other day proclaimed in writing as a CITY holiday by the City Commission during which the public offices of the CITY are closed:

- | | |
|---------------------|---|
| 1. New Year's Day | 7. Veterans Day |
| 2. President's Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Christmas Day |
| 4. Memorial Day | 10. One day immediately prior to Christmas |
| 5. Independence Day | 11. One day immediately prior to New Year's |
| 6. Labor Day | 12. MLK's Birthday |

If one of the above-named holidays falls on Saturday, the preceding Friday will be taken as the holiday. If one of the above-named holidays falls on Sunday, the following Monday will be taken as the holiday. A patrolperson shall be entitled to holiday compensation only for such period as the employee remains on the active payroll.

(a) Compensation for Work Performed on Holidays: Any patrolperson who shall be required to perform work, or to render service as a regularly scheduled duty on one of the CITY's named holidays, shall be paid, therefore at the established daily rate of base pay at time such holiday was earned. The base day rate for such weekly rated patrolpersons shall be determined by dividing the weekly base pay by five, and for hourly-rated patrolperson, the base day rate shall be determined by multiplying the base hourly rate by the number of hours normally worked in the base work day. A patrolperson may elect to take compensatory time off for such holidays worked, or to be paid in cash, but must make disposition of accumulated compensatory time on the books before the close of the fiscal year in which the holidays occurred, or otherwise surrender any credit which may have accumulated in holiday leave (or compensatory time) during that fiscal year. Any exception to this policy will be granted for the welfare and needs of the department and with the approval of the Public Safety Director, Personnel Director and the City Manager.

(b) Any patrolperson who shall be required to perform work or to render service on one of the CITY'S named holidays, and is not scheduled to work on such holiday as the regular work day, shall be paid overtime at the normal hourly rate for all hours worked in addition to the regular pay.

Section 4. Sick Leave. Every patrolperson in the CITY service shall be entitled to sick leave with pay of 5/6 of one work day for each completed month of service. A new patrolperson's sick leave shall start to accrue on the first day of the calendar month that is nearest to the starting date of employment.

(a) Maximum Accumulation of Sick Leave: Sick Leave shall be cumulative without limitation. An official record of unused sick leave shall be maintained for each patrolperson in the Personnel Department.

(b) Utilization of Sick Leave: A patrolperson eligible for sick leave with pay may use such sick leave upon approval of the Public Safety Director and/or the Personnel Director for absences due to personal

illness, injury or exposure to contagious disease. Such patrolperson may also use sick leave upon approval of the Public Safety Director and/or the Personnel Director, for absences due to personal illness, injury or death in the family or persons outside the family for whose financial or physical care the employee is principally responsible; for service as a pallbearer or attendance at a funeral for up to one day; personal appointments with a physician, dentist, or other recognized medical or para-medical practitioner when authorized in advance; and disabling conditions resulting from pregnancy and prior to medical leave without pay. No sick leave may be taken in the quarter in which it is earned except for good reason, the validity of which is to be determined and approved or disapproved by the Public Safety Director and/or the Personnel Director.

- (c) Limitations on Utilization of Sick Leave: Sick leave may not be used until after six months have been completed successfully. Sick leave may not be used before being accrued, for any absence from work for which the individual is receiving Workers' Compensation or payment of any kind from another employer, while the individual is receiving disability retirement benefits. If probation is extended and the patrolperson terminates, no refund is allowed. Accrued sick leave shall be discharged in periods of not less than one-half day.
- (d) Authorization of Sick Leave: A patrolperson on sick leave shall inform the Public Safety Director or designee of the fact and the reason therefore as soon as possible. Failure to do so within the first day of absence shall be cause for denial of pay for the period of absence. A written request for sick leave, specifying the reason for sick leave and signed by the patrolperson, shall be approved by the Public Safety Director and filed with the Personnel Department immediately after the employee's return to work, together with such other substantiating information as the Public Safety Director and/or the Personnel Director may require. On extended sick leave, the Public Safety Director shall keep the Personnel Department informed from week to week on the patrolperson's status.
- (e) Payment of Unused Sick Leave: Unused sick leave accumulated since April 5, 1954, shall be converted into cash, and paid to a patrolperson, or in case of death, to a beneficiary or beneficiaries (as provided for in Article XVII, Section 2 hereof), on the basis of 100% of the total hours accumulated,

as follows:

- (1) At 33-1/3% of hourly rate at time of termination from one to 15 years of continuous service;
- (2) At 50% of hourly rate at time of termination from 15 to 20 years of continuous service;
- (3) At 75% of hourly rate at time of termination with from 20 to 25 years of continuous service; and
- (4) At 100% of hourly rate at time of termination with 25 or more years of continuous service; upon the death of the employee; or upon retirement under one of the CITY'S retirement systems, at no less than full retirement age, as provided in either the Fire and Police or General City Pension Plan.

For the purpose of computing creditable years of continuous service in payment of unused sick leave, any fractional part equal to six months or more will be considered a year. Any fractional part of a year less than six months will be disregarded.

Section 5. Longevity Computation. Additional compensation shall be paid to patrolpersons to provide financial recognition for long and faithful service. Such compensation shall be paid to qualifying patrolpersons twice during the fiscal year; on November 15 and May 15. The longevity paid on November 15 shall be based on the pay received by the patrolperson in salary or wages from May 1 to October 31, inclusive, and the longevity paid on May 15 shall be based on the pay received by the patrolpersons in salary or wages from November 1 to April 30, inclusive.

Starting longevity shall be computed from the start of the work week in which an anniversary date occurs which changes the longevity percentage.

On changes from a lower to a higher percentage rate of longevity, the higher percentage rate shall apply from the start of the work week in which the change occurs.

Upon separation from the CITY'S service, longevity will be added to the established day rate in making refund or unused sick, vacation, or holiday leave credits, or in the cashing in of unused sick leave prior to termination or retirement.

Deductions made from final longevity payments shall be based on earnings from the start of the longevity pay period in which termination or retirement occurs to the date of such termination or retirement.

Longevity payments shall be made in accordance with the following table:

<u>LENGTH OF PERMANENT FULL TIME CONTINUOUS SERVICE</u>	<u>PERCENTAGE OF ACCUMULATED EARNINGS</u>
5 years	2 1/2%
10 years	5 %
15 years	7 1/2%
20 years	10 %

Section 6. Pension. If a patrolperson is transferred from active CITY payroll to duty-incurred disability under the Police and Fire retirement system, the period of time on duty-incurred disability shall not be deducted from and shall not interrupt continuity of service. If a patrolperson transfers from the active CITY payroll to non-duty incurred disability under the Police and Fire retirement system, the period of time on non-duty-incurred disability shall be deducted from but shall not interrupt continuity of service.

Section 7. Education Achievement Recognition. Recognition of college credits for CITY employees shall be as follows:

For 40 hours of study completed	\$ 75.00 per year
For an Associate's Degree	150.00 per year
For a Bachelor's Degree	300.00 per year
For a Master's Degree	500.00 per year

This special recognition of scholastic achievement shall be paid in two allotments during the year, such financial recognition to be given only; (1 after an employee has reached the top step of a pay range; and 2) with the understanding that an employee shall not receive longevity pay or other supplementary benefits based on this allotment, to be considered just an extra reimbursement, handled as a salary item, but not a part of employee's regular salary. SPECIAL RECOGNITION TO BE PAID AT SAME TIME AS LONGEVITY IN NOVEMBER AND MAY.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Workers' Compensation Disability Leave. A patrolperson who suffers an injury or illness as a result of a service connected accident or condition shall be granted (after a proper investigation by the attending physician recommendation by the Public Safety Director, or a designee, and approval by the Personnel Director, and provided that the proper written report has been made to the Personnel

Director within forty-eight (48) hours after the injury or illness takes place, (provided the injured patrolperson is able to make the report) leave with full pay for a period not to exceed 50 days: provided, however, that said 50 day period shall represent the entire allowance for any one fiscal year and/or for any one illness or injury sustained on the job, regardless of whether or not there is an aggravation or recurrence of the injury or illness, and further provided that any compensation check received as a result of service connect disability with reference to the CITY'S compensation insurance policy shall be endorsed and paid to the City Treasurer, and shall be credited to the proper funds of the CITY.

Such patrolperson shall have the right to return to the assigned position at the termination of the disability, and upon physician certification that the employee is again able to perform the duties of the job, provided the position still exists and the patrolperson is otherwise qualified.

When in the opinion of the CITY a patrolperson's ability to perform regular duties is in doubt due to physical and/or medical reasons the patrolperson shall be examined by the CITY'S physician's at the CITY'S expense. If the patrolperson disagrees with the findings of the CITY'S physician, the employee shall have the right to have the same examination, conducted by a personal physician, at the employee's expense. If either party disagrees with the findings of the two doctors, the patrolperson shall have the right to an examination by a third physician, who shall have been mutually selected by the other two. The cost for this examination shall be evenly split between the patrolperson and the CITY. Such patrolperson shall make application to return to the job immediately after being released by the physician(s) as able to return to work.

Leave for which a patrolperson is receiving Workers's Compensation during a period of time when he is not on the active CITY payroll due to illness or injury shall not be deducted from and shall not interrupt patrolperson's continuity of service.

Section 2. Medical Leave of Absence. A patrolperson, whose absence from duty shall have exhausted such applicable leave credits as may have accumulated shall be allowed an additional 30 calendar days of continuous service, dating from the date the employee's name last appears on the active payroll. Before the expiration of this 30 calendar days period, leave of absence without pay may be applied for by the patrolperson concerned. If leave of absence without pay is not applied for, or if applied for and not granted, the patrolperson concerned shall be considered to have terminated services with the CITY. No leave credits shall be given for those months a patrolperson is not on the active payroll.

Such patrolperson shall have the right to return to the assigned position at the termination of the disability, and upon physician certification that the employee is again able to perform the duties of the job, provided the position still exists and the patrolperson is otherwise qualified.

Pregancy shall be treated as any other illness or injury under this Section.

Section 3. Military Leave. Military leave and reinstatement shall be addressed in accordance with State and Federal Laws.

A patrolperson who has reserve or National Guard military commitments which make it necessary to be absent from the job shall be granted permission to exchange pass days for weekend commitments with other patrolpersons, to take leave without pay, or to use such vacation, compensatory and holiday leave as the employee may have accumulated before requesting such leave. Also, during such leave (up to a period of two weeks) said patrolperson will continue to accumulate sick and vacation time at the normal rate of accumulation.

Section 4. Leave Without Pay. A patrolperson may be allowed leave of absence without pay for a period not to exceed one year, upon prior written approval by the Public Safety Director and approval by the Personnel Director. Such leave shall be granted only when it shall not result in undue prejudice to the interests of the CITY as an employer beyond any benefits to be realized. No leave shall be granted primarily in the interest of a patrolperson except in the case of a patrolperson who has shown by record of service or by other evidence, to be of more than average value to the CITY or whose service it is desirable to retain even at some sacrifice.

Before requesting leave without payment because of illness or injury not attributable to the job, sustained by the patrolperson or a member of the family who is a dependent, said patrolperson shall have exhausted all accumulated sick leave credits.

Before requesting leave without pay for reason other than illness or injury, said patrolperson shall have exhausted all accumulated vacation, compensatory and holiday leave credits.

Leave of absence without pay shall be deducted in computing total service, but shall not interrupt continuous service, which means employment in the CITY service without a break or interruption.

An employee who returns to duty after an authorized leave without pay in excess of 30 days, other than military leave, or leave due to an injury for which the employee is receiving Worker's Compensation, shall receive the rate in the compensation schedule corresponding to the rate in the former position received at the time leave of absence started and, shall subsequently serve there at least such period as is normally required for advancement to a higher rate. If the employee returns to work in another position, the employee shall receive the rate in the applicable range which is closest to the rate the employee would have received if recalled to the previous position.

Section 5. Leave to Attend Union Affairs. Members who are elected or selected by the ASSOCIATION or the State Lodge of Michigan Labor Council of the Fraternal Order of Police to attend national and state

conventions of the Fraternal Order of Police as its delegates, or to attend educational conferences sponsored by the Fraternal Order of Police shall be allowed time off without pay and without loss of seniority for a period of not to exceed five (5) calendar days to attend such conventions or educational conferences, provided the Public Safety Director, or designated representative(s), is advised in writing by the ASSOCIATION of such intended absence at least ten (10) regularly scheduled working days prior to the start thereof, and the needs of the department will not be seriously impaired by such absence, and provided further, that no more than two (2) members are requesting a leave at any one time for such purpose and that, unless otherwise approved would be assigned to the same shift during the period of the absence. In addition, patrolpersons may, at their own discretion, utilize accrued sick or vacation time instead of leave without pay for attendance at FOP functions.

Section 6. Official Duty Leave for Attending Seminars, -Conferences Training Sessions, etc. Employees attending approved-in-advance seminars and conferences shall be granted regular base rate of pay during absence from official duties and shall be allowed reasonable traveling expenses for such seminars and conferences attended. Both permission to attend such seminars and conferences and provisions for traveling expenses must be obtained in advance from the Public Safety Director and City Manager or designee. However, no compensation shall be paid for time spent at seminars or conferences that would ordinarily be off-duty time for such employees voluntarily participating, provided however, that "time allowed" be granted for off-duty time spent at such functions. IF the schooling is mandatory, and the Patrolperson attends on off-duty time, the employee shall be paid time and one-half the hourly rate of pay.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

Section 1. Investigation Procedure. In the event of a complaint against a patrolperson by a citizen or by another officer, where any type of investigation is warranted, the following procedure shall apply:

- (a) The patrolperson being investigated shall be informed of the nature of the investigation in writing before the investigation is initiated.
- (b) The questioning of a patrolperson shall be during the regular tour of duty whenever possible. Unless otherwise designated by the investigating officer, the questioning will take place at the Benton Harbor Police Department. If the Investigation of

the patrolperson results in favor of the patrolperson, that patrolperson shall be paid at straight time rate for all hours or parts thereof for time spent being interrogated.

- (c) No investigation will be conducted by any patrolperson, nor shall it be conducted by any CITY representative below the rank of Sergeant.
- (d) The patrolperson being investigated shall have the right to have an ASSOCIATION or Labor Council Representative present during any questioning.
- (e) Charges and specifications brought against any patrolperson shall be specific and shall cite the rule, regulation, policy, law or ordinance which is alleged to have been violated.
- (f) A copy of all reports, complaints filed by an employee, supervisor or any other officer or any such complainant whomsoever, which are the basis for disciplinary action shall be given to the patrolperson being investigated and assigned representative(s) at the time the Disciplinary Action is initiated.
- (g) In imposing any discipline on a current charge, the CITY will not base its decision upon any prior infractions which occurred more than one (1) year previously, unless directly related to the current charge.
- (h) All Disciplinary Action shall be for just cause and progressive in nature.
- (i) When an ASSOCIATION Member, following involuntary separation, is reinstated to former employment, such ASSOCIATION Member shall receive the rate of pay and seniority position, including all fringe benefits and pension rights held at the date of termination, providing the employee is in good standing with the Pension Board.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this Article is to provide a means whereby a patrolperson and management can jointly discuss and process a grievance in an orderly manner, with the aim of arriving at a satisfactory solution within a reasonable time period and whereby a greater sense of the responsibility of the supervisor in dealing with members may be encouraged so that judicious adjustment of grievances may be made whenever possible at the first level of supervision.

Section 2. Definition of Grievance. A grievance is any dispute, controversy or difference between: the parties, Management and an employee or employees, or between or among employees of the Police Department with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or of Police Department rules and regulations and/or policy procedures. A grievance shall refer to the specific provision or provisions of the Agreement or of the department rules and regulations and/or policies and procedures alleged to have been violated and shall set forth completely the facts pertaining to the alleged violation.

Section 3. Grievance Provisions. Both parties agree to the following general provisions as they relate to grievances:

- (a) All supervisory personnel shall attempt to answer all grievances informally at the first level or contact.
- (b) An employee may file a grievance without jeopardizing employment.
- (c) Grievances must be initiated by the employee concerned, but an employee may be accompanied by the organizational representative(s). Both employee and organizational representative(s) have a responsibility to use good judgement in exercising their rights under this procedure.
- (d) A grievance must be filed within seven (7) calendar days of the incident, condition, or circumstance which caused it.
- (e) Grievances must be discussed and processed on CITY time, except that no overtime shall be allowed if the proceedings carry over and extend beyond the employee's or the employee's organizational representative(s)' regular work day.
- (f) When it becomes necessary for an employee organizational representative(s), who works for the CITY, to leave assigned place of work for the purpose of investigating a grievance, authorization shall have been obtained before leaving the job.
- (g) The employee concerned and the organizational representative(s) will cooperate with the CITY in such a manner that there will be a minimum of interference with the normal operations of the CITY'S work.
- (h) At no time shall any CITY representative(s), such as a supervisor, department head, or member of the Personnel Department, sit down with an employee

and/or the organizational representative(s) to discuss a grievance formally which has not been presented through the channels set forth in this grievance procedure.

- (i) If the employee and the organizational representative(s) fail to proceed with the grievance within any of the time limits specified in this policy, it shall be assumed that the grievance has been settled on the basis of the last decision reached.
- (j) A decision on an employee grievance must be given in writing to an employee and the organizational representative(s) within the time limit established in this procedure. If not resolved within the specified time limits the employee and the organizational representative(s) then may automatically proceed to the next step of the grievance procedure.
- (k) An extension of the time limits specified for any step in the grievance procedure may be provided when mutually agreed upon by both parties.
- (l) Once a grievance is presented, and the department is notified of the organizational representative(s) involvement, any subsequent meetings concerning this grievance shall include said organizational representative(s). It is understood that every effort will be made to accommodate meeting times of all related parties; however, if the organizational representative(s) cannot meet, it is the representative(s) responsibility to inform the employee and the CITY and to adequately prepare the employee to assure timely resolution of a grievance.
- (m) An earnest effort shall be made by the CITY to cooperate with employees in the prompt resolution of grievances in an amicable manner.

Section 4. Employee Organization. When an employee has formally notified the CITY that an employee's organizational representative(s) will work with the employee and represent the employee's interest in presenting a grievance, and processing said grievance, the employee's organization shall be entitled to the following rights:

- (a) Reasonable access to work location, and a right to interview employees and supervisors in order to obtain the facts in making an investigation. Authorization for such access must be cleared by the department head. This authorization shall be granted except in an emergency.

- (b) To be notified in writing of the time and place of grievance proceedings.
- (c) To be present at all steps of the grievance procedure and have an opportunity to state the organizations's position on the grievance.
- (d) To receive copies of any written decisions or summaries concerning the grievance hearing.

Section 5. Intent. The intent of this procedure is to assure that the employee shall have full opportunity to air a grievance with the immediate supervisor, and proceed through the various steps of the procedure until the grievance has been resolved.

All levels of supervisors are directed to consider grievances as a first order of business, and in processing grievances where there is an immediate safety hazard, or if circumstances allow more prompt proceedings of a grievance, the maximum time limits stated should not be used.

Section 6. Formal Grievance Procedure. Both parties agree that the following steps will be taken to jointly dispose of an employee's formal grievance:

Step 1: ASSOCIATION Member and the organizational representative(s) present grievance in writing to member's second-level supervisor. If, after discussion with member's immediate supervisor, the member and the representative(s) do not believe the problem has been satisfactorily resolved and the member does not wish to follow the informal procedure outlined in Section 8, below, the member and the representative(s) shall present the member's grievance in writing to member's supervisor's immediate supervisor within seven (7) calendar days, who must inform the member or the representative(s) of the results, in writing.* If a reply is not received within seven (7) calendar days, or if the member and the representative(s) do not feel that the problem has been satisfactorily resolved by the decision, proceed to Step 2 to make an appeal.

Step 2: The patrolperson and the organizationa representative(s) should submit the grievance in writing to the department head within seven (7) calendar days following the conclusion of Step 1. The department head should respond within seven (7) calendar days following an investigation, and should meet with the employee and the organizational representative(s), a transcript of the minutes to be provided to the employee and the organizational representative(s). A copy of the written grievance provided for in Step 2 should go to the department head and the Personnel Department.

Step 3: If the grievance was not resolved in Step 2 to the satisfaction of the aggrieved employee and the organizational representative(s), both, along with the department head, should refer the entire matter officially to the Personnel Department for review and such action as

that department take to mediate a resolution of the difficulty. Referral to the Personnel Department officially should take place within seven (7) calendar days following the conclusion of Step 2. If the Personnel Department has not been able to resolve the matter within seven (7) calendar days following receipt of official notice and request to that department, the entire grievance procedure should then be reviewed by the City Manager at the end of the seven (7) calendar days during which the Personnel Department has considered the matter. The City Manager should complete a review and give a decision, in writing, to the employee and the organizational representative(s) within seven (7) calendar days of receipt of referral from the Personnel Department.

Step 4: If the City Manager's decision is not acceptable, the ASSOCIATION representative(s) may request arbitration on a grievance by submitting a request to the CITY in writing within seven (7) calendar days following receipt of the City Manager's decision.

Upon receipt of a request for arbitration, the parties involved shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service or from the Michigan Employment Relations Commission. One (1) arbitrator shall be selected by the parties, alternately striking a name from the panel. The name remaining shall serve as the arbitrator. The fees and expenses for the arbitrator shall be borne by the losing party except that if there is no discernible loser, the costs shall be borne equally by the ASSOCIATION and the CITY.

*If the member submitting the grievance is assigned to the Uniform Patrol Division, said grievance shall be submitted to the Division Captain within seven (7) calendar days, who must, in writing, inform the member and the organizational representative(s) of the results and/or a decision within seven (7) calendar days. If the member and the representative(s) do not feel the problem has been satisfactorily resolved by the decision, proceed to Step 2 to make an appeal.

The arbitrator shall be limited to the application and interpretation of this Agreement as written and shall have no authority to add, subtract from or modify this Agreement in any respect.

The arbitrator's full authority shall be to determine whether or not the ASSOCIATION Member has been suspended, disciplined or discharged for "just cause" and whether not any article, section, paragraph or any part thereof, of this Agreement has been violated by the employer or employee. The decision of the arbitrator shall be final on the ASSOCIATION Member, the ASSOCIATION and the CITY, except as otherwise provided by law.

Section 7. Informal Complaint Procedure. An employee who has a problem or complaint shall first try to get it settled through discussion with the immediate supervisor, without undue delay. Every effort shall be made to adjust all problems and complaints on an informal basis between the employee and the immediate supervisor. If, after discussion with the employee's immediate supervisor, the employee does not believe the problem has been satisfactorily resolved, the

employee shall have the right to discuss it with the supervisor's immediate supervisor.

If a complaint is against the immediate supervisor, the employee may present the complaint to the supervisor's immediate supervisor. If the complaint is not resolved, the employee may informally appeal the matter to the Public Safety Director, the matter may be informally appealed (in writing) to the City Manager. An informal complaint shall not be taken above the City Manager. Every effort should be made to find an acceptable solution by informal means. All supervisors must act promptly in seeking solutions to problems and complaints.

Section 8. General Provisions. Further, both parties also agree to the following general provisions:

- (a) At any particular step in the grievance procedure, on mutual agreement of all parties involved in that step the time limits of that particular step may be extended. The extension shall be discussed and an exact amount of time determined for the extension, so that either party may know when to expect a response.

ARTICLE XVI - SENIORITY

Section 1. Departmental. Departmental seniority shall be defined as an ASSOCIATION Member's length of continuous service with the CITY since the last hiring date. Position seniority shall commence upon an ASSOCIATION Member's date of entry into a position and shall include seniority in a higher position in which the employee has served a satisfactory period. Last hiring date shall mean the date upon which an ASSOCIATION Member first reported for work at the instruction of the CITY since which the employee has not quit, retired, or been justifiably discharged. No time shall be deducted from an ASSOCIATION Member's seniority due to absences occasioned by authorized leaves of absences, vacations, sick or accident leaves or for layoffs except as herein provided.

Section 2. Probationary Period. All new patrolperson's shall be probationary employees until satisfactory completion of one (1) year of employment. This probationary period may be extended for a period not to exceed one year; however, during this time of extension said employee shall have the right to representation in all matter, including disciplinary matters.

The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the ASSOCIATION Member has the ability and other attributes which will qualify the employee for regular employee status. During the probationary period, the ASSOCIATION Member shall have no seniority status and may be terminated in the sole discretion of the CITY without regard to relative length of service. Probation for patrolperson shall start the day the persons

are hired.

Section 3. Seniority Record. The CITY will maintain an up-to-date seniority record which shall be available to the public. Seniority shall be determined in the order of the patrolperson's last hiring dates, and date of entry into each position, starting with the senior patrolperson. If two (2) or more ASSOCIATION Members have the same last hiring date or same entry into each position, names shall appear on the seniority list as determined by the recruit class ranking, starting with the highest grade point average at the top of the list. If two (2) or more ASSOCIATION Members have the same last name, the same procedure shall be followed with respect to first names.

Section 4. Transfers. If a patrolperson transfers from one CITY department to another, continuity of service with the CITY shall be uninterrupted. However, seniority in the department to which transferred shall date from the start of employment in that department, and shall not be influenced by continuity of service as a CITY employee.

Section 5. Loss of Seniority. An ASSOCIATION Member's seniority shall terminate:

- (a) If the member quits, retires, or is justifiably discharged.
- (b) If following a layoff the employee fails or refuses to notify within seven (7) calendar days after a written notice by certified mail of such recall is sent to the address on record with the CITY, unless the Personnel Director or designated representative is informed in writing by the patrolperson that the patrolperson will not be able to be reached at a specific location. In such cases the patrolperson's seniority shall not be subject to termination for a period of 14 days.
- (c) If the patrolperson is absent for three (3) regularly scheduled working days without notifying the CITY prior to or within such three (3) day period of a justifiable reason for such absence. (If it is possible for such notice to be given.)
- (d) If the patrolperson accepts employment elsewhere while on a leave of absence unless prior written approval for such employment from the Public Safety Director, or a designated representative(s), or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, the patrolperson presents evidence satisfactory to the CITY that it was impossible to return to work at the expiration of such leave.
- (e) When the patrolperson has been laid off for a

continuous period of time in excess of twenty-four (24) months.

- (f) If a patrolperson makes a lump sum settlement with the CITY'S compensation insurance carrier at a time when the employee is still unable to return to work, the employee's continuity of service shall be considered terminated at the time such settlement is made.

Section 6. Layoff and Recall. Both parties agree that employees will be laid off and recalled by the following process:

- (a) Definitions: (1) Layoff shall mean the separation of a patrolperson from the active work force due to lack of work or funds; (2) Recall shall mean the return of a patrolperson after a layoff to the active work force due to availability of work or funds.
- (b) Order of Layoff: Layoff of a patrolperson shall be in inverse order of seniority. This means that the least senior employee shall be laid off first and the most senior employee shall be laid off last.
- (c) Order of Recall: The Recall of patrolperson(s) shall be in order of seniority. This means that the most senior employee shall be recalled first and the least senior employee shall be recalled last.
- (d) Notice of Layoff: Employees to be laid off indefinitely shall be given at least two weeks prior notice.
- (e) After 15 Days: If a patrolperson is on layoff in excess of 15 days, such time shall be deducted from, but shall not interrupt, continuity of service.

Section 7. Promotions Out/Back In. If the ASSOCIATION Member is promoted to a position in the Department not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, the employee shall have accumulated departmental seniority while working in the position to which promoted or transferred. ASSOCIATION Members returned to the bargaining unit under the above circumstances shall retain, for the purpose of any benefits provided for in this Agreement, all benefits accrued as of the date of promotion. In addition, patrolpersons shall retain all benefits accrued during the period of promotion.

Section 8. Starting Rate of Pay on Return From Lay-off. When a patrolperson is laid off due to shortage of funds or work, abolition of a position, or other material change and is recalled to a former

position, the patrolperson shall be paid in the range for that position and at the step in the rate corresponding to that which the employee received at the time of separation from the CITY service. If the employee is recalled to work in another position, the employee shall receive the rate in the applicable position which is closest to the rate which the employee would have received if recalled to the previous position.

ARTICLE XVII - COMPUTING FINAL COMPENSATION

Section 1. Payment and Method of Computing Final Compensation Following Termination or Retirement of a Patrolperson from the CITY Service. Any final

compensation due an patrolperson for compensatory time, sick leave, vacation leave, longevity, or other such accrued benefit other than base compensation in salary or wage due at time of separation shall be paid to a terminating or retiring patrolperson on the payroll for the payroll period following the payroll period in which separation occurred. Any exception to this rule requested by a patrolperson must be for good cause, the validity of which is to be determined and approved by the department head concerned and the Personnel Director.

The base day rate for patrolpersons paid on a weekly basis shall be determined for terminating and retiring patrolpersons by dividing the weekly base salary by five. The base day rate for patrolperson paid on an hourly basis shall be determined by multiplying the base hourly rate by the number of hours in the normal base work day. Earned longevity shall be added to the established base day rate for permanent full-time patrolpersons.

Upon separation from the CITY'S service, or cashing in sick leave prior to separation, earned longevity shall be added to the established pay rate of any leave of absence for which payment is made.

Section 2. Payment of Final Compensation Following Death, of a Patrolperson. Any final salary or other compensation due a patrolperson at the time of death, such as compensatory time, sick leave, vacation leave, longevity or any other such compensation which may be due shall be paid to the beneficiary or beneficiaries named in such patrolperson's pension records, unless such patrolperson has given the Personnel Director written instructions to the contrary, witnessed and signed above the employee's signature. If the deceased patrolperson is not a member of the pension systems, any final compensation due such patrolperson shall be paid to a principal dependent, or to an estate, if no provisions have been made to name a beneficiary for such compensation.

ARTICLE XVIII - MISCELLANEOUS

Section 1. Copies of Agreement. The CITY agrees to provide

representative(s) of the ASSOCIATION with seven (7) copies of the Agreement.

Section 2. Bulletin Board. The CITY shall provide a separate bulletin board upon the premises of the Police Department for members of the ASSOCIATION for posting of notices and other official business of the ASSOCIATION and Fraternal Order of Police Lodge business. This bulletin board shall be separate from that of the CITY'S.

Section 3. Bullet Proof Vests. The CITY shall furnish at the CITY'S expense, Second Chance Super-Featherweight Bullet Proof Vests or an equivalent for all patrolpersons subject to the following conditions:

If the patrolperson is female, the CITY shall also pay any additional expenses for custom fitted vests.

All patrolpersons shall wear the vests at all times while on duty, except for:

- (1) Patrolpersons engaged in plainclothes or undercover duty wherein wearing a vest would be impractical or a hazard to the success of an operation;
- (2) Whenever the temperature exceeds 85 degrees fahrenheit, wearing of the vest is optional;
- (3) Patrolpersons having an allergy to the vest as aproved by a physician;
- (4) Any patrolperson so directed by a physician for any reason other than allergy; and
- (5) While the vest is being cleaned.

- (c) Any patrolperson now owning a vest may wear their own vest in place of that furnished by the CITY at any time while on duty.

Further, the CITY will replace all worn-out vest with up-dated models at a rate of 1/3 of the vests per year for the life of this Agreement.

Section 4. Weapon and Ammunition. The CITY does hereby agree to furnish all ASSOCIATION Members with a standard .38 caliber service revolver, and supply factory-fresh ammunition for the same.

ASSOCIATION Members may purchase, at own expense, a Smith or Colt .357 magnum revolver and carry it in place of the issued .38 caliber revolver. Ammunition for these weapons shall be the standard .38 caliber type issued by the CITY. Patrolpersons shall supply own holster for carrying the .357 magnum revolvers, provided however, such holster has been approved by the Public Safety Director or designee.

After the date of this Agreement, any new purchases of personal weapons and/or holsters must be approved by the Public Safety Director of designee.

The CITY will implement a Mandatory Combat Hangun Training Program for all patrolpersons. In addition, the CITY will provide and make available all equipment, lubricants and solvents that are normally used for the cleaning of service weapons. Further, the CITY will replace defective handguns with substitute firearms and will allow patrolpersons time to practice fire said handguns if operational conditions permit.

The training program shall be designated to assure all patrolpersons maintain a reasonable level of competence. The patrolpersons shall be required to shoot at a range a reasonable number of times per year.

Section 5. Vehicular Safety. The CITY and the ASSOCIATION have a mutual concern that all vehicles and equipment operated by members of the department are safe. In the event a patrolperson believes a vehicle is unsafe for operation, the employee shall so inform the immediate supervisor who shall determine whether or not the vehicle is safe for use and under what conditions it should be used.

The CITY shall ensure that all vehicles are given a safety and operational inspection every six (6) months, and, if necessary, are repaired before being placed back into service; provided funds are available. Further, the CITY maintains its current policy following:

- (a) Having protective screens in marked police squad cars;
- (b) Maintaining emergency equipment in all marked police squad cars; and
- (c) Air conditioned cars.

Section 6. Mileage. The CITY agrees to pay mileage compensation in the amount of fifteen cents (15c) per mile, in cash to ASSOCIATION Members using privately-owned vehicles to attend functions, such as schools and seminars, under sponsorship of the department. In addition, mileage shall be paid to any ASSOCIATION Member who uses a privately-owned vehicle for or while on official business.

Section 7. Uniforms. Police personnel who are required to wear and continuously maintain prescribed items of uniform clothing shall be required to be properly cleaned, and maintained at employee's expense.

Requisitions for replacement of worn out clothing shall be submitted to the department head. The Public Safety Director shall keep an itemized record of all clothing issued to each of the employees in the department and shall hold each employee responsible for the care of such clothing. Each patrolperson shall be eligible for uniform items up to \$150.00 per year and the CITY shall be required to purchase said items.

Plainclothes patrolpersons shall be provided a uniform allowance in the amount of four hundred dollars (\$400.00) per year. During the first year such payments shall be made as follows:

(a) Initial (on appointment)	\$100.00
(b) After 90 days	\$100.00
(c) After 180 days	<u>\$200.00</u>
	<u>\$400.00</u>

In subsequent years the clothing allowance payments shall be made as follows:

July 1st	\$200.00
January 1st	<u>\$200.00</u>
	<u>\$400.00</u>

Section 8. Summer Jackets. The CITY does agree to issue, at the CITY'S expense, summer-duty uniform jackets to all ASSOCIATION Members. Said summer-duty uniform jackets shall be of the nylon windbreaker type, dark blue in color, and with a zipper front.

Section 9. Leather Equipment. If, through normal use, an ASSOCIATION Member's leather equipment is worn out or damaged to the extent that it is unsightly or unusable, the CITY shall replace same at the CITY'S expense.

The CITY also maintains its present policy for the following:

- (a) Having shotguns in marked police squad cars:
- (b) The use of chemical mace;
- (c) The use of night sticks; and
- (d) Allotment of practice ammunition.

Section 10. Personal Property. Both parties agree that the CITY will reimburse any ASSOCIATION Member for damages to personal property (repairs or replace) that occur in the line of duty, as follows:

- (a) Watches and glasses up to a maximum of \$100.00 per occurrence, not to exceed once a year.
- (b) Three (3) cell Kel-Light flashlight or an equivalent.

Section 11. Off-duty Complaints. If an ASSOCIATION Member becomes involved in a complaint, or any nature, while off-duty and in the CITY, the CITY shall be liable as though the ASSOCIATION Member was working a scheduled shift or assignment. This liability shall include all insurance benefits, all benefits pertaining to job-incurred injuries, all pension benefits, and any other benefit which an ASSOCIATION Member shall receive as a condition of employment with the CITY.

If a patrolperson becomes involved in any unforeseen complaint while on off-duty time, and while in the CITY, the patrolperson shall be allowed time allowed for the time the patrolperson spends during the investigation and time spent preparing the proper reports. Time spent preparing the proper reports must be authorized by the officer in charge.

Section 12. Secondary Employment. The CITY retains the right to restrict secondary (off duty) employment of officers both initially and subsequent to evaluation; and that officers being restricted from working in off-duty security positions without first having signed a release of the CITY from any and all liability derived therefrom. If a patrolperson fails to maintain a minimum score for any quarterly rating period, said patrolperson shall within seven (7) calendar days of receipt of such rating, cease outside employment until such time as the minimum rating on a subsequent quarterly rating is attained.

A patrolperson may request that the Public Safety Director or a designee extend the privilege of outside employment following an unsatisfactory rating period by submitting a request in writing to the Public Safety Director. Such decisions shall be final. It is intended that such appeal shall be made only where an extreme hardship would result from outside employment termination.

Section 13. Civil Service. Refer to sections 2.21 and 2.22 of the Charter of the City of Benton Harbor, Michigan as adopted June 21, 1921; amended September 4, 1928; revised April 5, 1945; amended September 14, 1954; and as may be subsequently amended. †

The City agrees to confer with the Bargaining Unit with respect to changes in the present merit System Ordinance, as those changes affect the members of the Bargaining Unit.

Section 14. Inspection. Informal and formal inspections will be held for the purpose of determining assignment fitness, appearance, equipment and uniform conditions. If inspection is held on off-duty time, time allowed will be granted for attendance at said inspection.

Section 15. Other. Further, the CITY agrees to equip any newly purchased vehicles with factory installed air conditioners. Vehicles operated by plainclothes officers only, shall be equipped with AM Band Commercial Radios.

Section 16. Eating out of the City. Patrolpersons will be allowed to eat outside the City Limits when in-City eating establishments are closed.

ARTICLE XIX - SEPARABILITY

Section 1. Separability. Should any part of any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a Decree of a Court of competent jurisdiction, each invalidation of such part or provision of this Agreement shall not invalidate any remaining part or portion thereof, and such remaining part or portion shall continue in full force and effect.

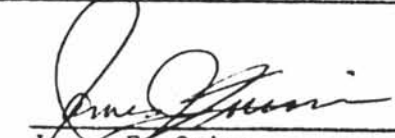
ARTICLE XX - DURATION

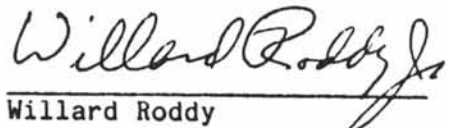
Section 1. Duration. This Agreement shall become effective July 1, 1983, and shall continue in full force and effect until 11:57 P.M., June 30, 1986, and for successive annual periods thereafter unless, not more than one hundred eighty (180), but at least one hundred fifty (150) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than one hundred thirty-five (135) days prior to the termination date, unless otherwise mutually agreed.

Section 2. Applicable Anniversary Dates. The anniversary date for advancement within a position shall be the exact anniversary of the month and date on which a patrolperson starts the second step, after the successful completion of a one year probation. However, for payroll purposes, any advancement in salary or wages shall date from the date on which the anniversary occurs.

IN WITNESS THEREOF, the parties have set their hands
this Fourth day of December, 1984.

BENTON HARBOR PATROLMEN'S ASSOCIATION


James E. Quinn
Field Representative



Willard Roddy
President


James Spalo
Vice President

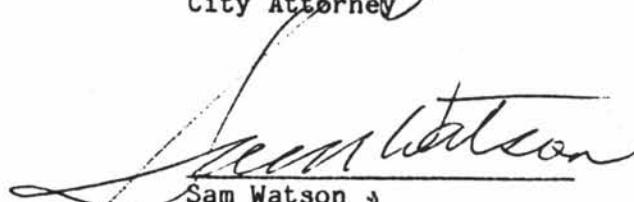

James Spalo
Secretary/Treasurer

CITY OF BENTON HARBOR

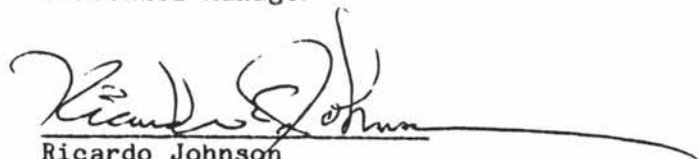

Ellis E. Mitchell
City Manager


Bill Lilly
Assistant City Manager


Ernest White, III
City Attorney


Sam Watson
Director of Public Safety


Marcia Robinson
Personnel Manager


Ricardo Johnson
Director of Finance

City of Benton Harbor

JOB DESCRIPTION

TITLE: POLICE OFFICER

Non-Exempt

General Summary:

Under the supervision of a higher classified officer, regularly patrols assigned areas of the City to prevent crime, maintaining public safety and order by enforcing local, state and federal laws and ordinances, or performs a specialized police activity such as criminal investigations, booking and releasing prisoners and traffic bureau activities.

Typical Duties:

Employees in this classification perform several of the following duties:

1. Attends roll call at the start of each shift to receive assignments, notes all pertinent orders and obtains an accurate description of all persons and arrest violators, also serves as deterrent to criminal actions by presence in the area.
2. Responds to a variety of citizens' civil and criminal complaints, including domestic quarrels, robberies, break-ins, assaults and acts of vandalism. Assists complainants and initiates investigations, collecting evidence, interviewing involved parties and witnesses, and protecting the crime scene.
3. Reports to accident scenes, rendering first-aid to the injured persons, routing traffic around scene and investigating the cause of the accident. May take photographs, make measurements, obtain statements, and gather other evidence to determine which party is the cause of accident.
4. Notes malfunctioning public utilities such as leaking water mains, downed power lines and non-operating street lights and traffic control devices, and either corrects the situation or notifies the shift command office.
5. May be temporarily assigned to serve as Court Officer³, performing duties such as:
 - a. Delivering persons charged with crimes to court for arraignment and petition those who wish a court appointed attorney.
 - b. Obtaining warrants and subpoenas, returning served subpoenas and picking up new documents for disbursement.
 - c. Logging new warrants into L.E.I.N. system and updating or changing information on existing documents issued by the court.
 - d. Gathering and logging a variety of reports, reviewing and categorizing for distribution to appropriate source.
 - e. Processing the evidence of crimes, recording and securing storage when received and returning or destroying when evidence is out-dated. May prepare some evidence for public auction.
 - f. Preparing dispatch cards and logging sheets for departmental use.
 - g. Appearing in court, providing testimony in related cases.

POLICE OFFICER (Continued)

6. May be temporarily assigned to perform various investigative activities as a detective such as:
 - a. Investigates all types of criminal complaints, collects, protects, and analyzes evidence through the use of a variety of investigative techniques such as: interviewing victims, suspects, and witnesses, photographing crime or accident scenes; collecting various types of potential evidence, such as lifting fingerprints and shoe impressions, gathering and identifying blood stains, preparing detailed descriptions of other identifiable marks left at the scene; preparing detailed notes describing the crime scene.
 - b. Directs the investigative processes at a crime scene, overseeing the activities of other enforcement personnel.
 - c. Follows-up on all investigations which are not readily solved, utilizing methods which include: interviewing witnesses, victims, and informants, interrogating suspects; reviewing criminal records to check files of previously convicted persons with known methods of operation; surveilling suspects, utilizing visual observation and equipment; attending crime lab investigations and polygraph examinations of other enforcement agencies.
 - d. Apprehends and arrests suspects.
7. Prepares detailed reports of complaints, accidents, arrests and other incidents, forwarding to the shift command officer for review.
8. Checks business establishments and other buildings after hours to ensure that proper security measures have been taken. Also checks liquor establishments for conformance to law and license requirements.
9. Cooperates with other law enforcement agencies, exchanging information, participating in road blocks and assisting with criminal investigations.
10. Provides general service information to the public upon request.
11. Appears in court to testify and give evidence on cases.
12. Provides crowd and traffic control and suppressing civil disturbances at a public gathering, fire or other emergencies.
13. When necessary, responds to animal complaints.
14. Operates breathalyzer to detect people legally under the influence of alcohol.
15. Performs complaint desk activities, answering incoming phone calls, greeting walk-in visitors and attending to citizens' questions and complaints. Monitors police radio transmission and alarm terminal.

POLICE OFFICER (Continued)

16. May operate an information entry, storage and retrieval computer terminal, editing and entering police reports and conducting records search as needed.
17. Maintains records of criminal complaints, accidents, fingerprint and photograph files, case evidence and statistical data.
18. Prepares arrest warrants by the authority of the court. Utilizes various investigative techniques to locate and arrest persons who have outstanding warrants.
19. Keeps current of the latest equipment, methods and techniques used in law enforcement by attending in-service training programs, outside seminars and conferences and reading pertinent books and periodicals.
20. Performs other related duties as work loads, temporary absences or emergencies dictate.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications

Education: Possession of a High School diploma or its equivalent.

Experience: This is an entry level classification, no specific prior experience is required. Twelve months break-in period.

Necessary
Special

Requirements: Successful completion of the training courses offered by the Michigan Law Enforcement Officers Training Council or equivalent is a condition of continued employment in this classification.

Possession of a valid Michigan Vehicle Operator's License.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

FSS 11/83

**POLICE PATROLPERSONS
SALARY SCHEDULE**

PATROLPERSONS ASSOCIATION

	<u>PAY BASIS</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
83-84	Annual	16,630.12	19,252.48	20,217.60
	Weekly	319.81	370.24	388.80
	Bi-weekly	639.62	740.48	777.60
	Hourly	7.9952	9.2561	9.7199
84-85	Annual	17,461.60	20,215.52	21,228.48
	Weekly	335.80	388.76	408.24
	Bi-weekly	671.60	777.52	816.48
	Hourly	8.3950	9.7189	10.2059
85-86	Annual	18,509.40	21,428.16	22,501.96
	Weekly	355.95	412.08	432.73
	Bi-weekly	711.90	824.16	865.46
	Hourly	8.8987	10.3020	10.8183
<u>DETECTIVES (6% Plus Pay Rate)</u>				
83-84	Annual	17,627.74	20,407.92	21,430.24
	Weekly	338.99	392.46	412.12
	Bi-weekly	677.99	784.92	824.24
	Hourly	8.4749	9.8115	10.3031
84-85	Annual	18,509.40	21,428.16	22,501.96
	Weekly	355.95	412.08	432.73
	Bi-weekly	711.90	824.16	865.46
	Hourly	8.8987	10.3020	10.8183
85-86	Annual	19,619.86	22,713.86	23,852.14
	Weekly	377.31	436.80	458.70
	Bi-weekly	754.61	873.61	917.39
	Hourly	9.4326	10.9201	11.4674

