

9/30/95

CITY OF DOWAGIAC

(Sergeants)

1992-1995

Dowagiac, City of

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AGREEMENT

THIS AGREEMENT, made and entered into the ___ day of _____, 1992 by and between the CITY OF DOWAGIAC, hereinafter referred to as the "CITY", and LOCAL UNION 214, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, benefits, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, the UNION, and the citizens of Dowagiac, Michigan.

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 UNION, 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. Recognition.

Pursuant to and in accordance with all applicable provisions of Act 379 of

the Public Acts of 1965, as amended, the CITY hereby recognizes the UNION as the sole and exclusive Collective Bargaining Agency for all Sergeants employed by the City of Dowagiac Police Department.

Section 2. City's Rights.

The UNION 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 Police Department and its employees are vested solely and exclusively in the CITY.

Section 3. Non-Discrimination Clause.

The CITY and the UNION agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, national origin, or for activities protected by the Michigan Public Employment Relations Act, as amended.

Section 4. Union Activity During Working Hours.

The UNION agrees that, except as specifically provided by the terms and provisions of this Agreement employees shall not be permitted to engage in Union activity during working hours. A representative of the International Union may consult with the stewards of the local Union at the offices of the Police Department, provided that permission is granted in advance by the Chief or his designee. Permission should not be denied unless the Chief or his designee determines that the visitation will result in a significant interference with the employees' work requirements. Additionally, the representative may conduct a

Union meeting in the staff room at the Police Department at a date and time approved in advance by the Chief or his designee. Unless otherwise agreed, such meetings shall not exceed one (1) hour in duration, and shall not be held more frequently than once each month. During such meetings, employees on duty shall continue to provide essential services as directed by the Chief or his designee.

Section 5. Union Representation.

The CITY recognizes the right of the local Union membership to elect one (1) steward and one (1) alternate from the Bargaining Unit. The authority of the steward and alternate shall be limited to and shall not exceed the investigation and presentation of grievances to the CITY in accordance with the provisions of this Agreement. Additionally, during non-working hours, the steward may transmit routine messages and information concerning the UNION to members of the Bargaining Unit.

The CITY recognizes a Union Committee for the purpose of Collective Bargaining, special conferences and the processing of grievances as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly-scheduled working hours, provided that the requests for time off to attend such meetings have been approved by the Chief. The CITY shall schedule such meetings at a date and time which minimizes the loss of manpower to the Department. The Union Committee shall consist of two (2) members of the Union who are a part of the Bargaining Unit and may include One (1) representative from the International Union.

ARTICLE III - UNION SECURITY AND CHECK OFF

Section 1. Union Security.

All employees in the Bargaining Unit shall, as a condition of continued employment, pay to the UNION an amount equal to the regular and usual monthly dues that are paid by other employees in the Bargaining Unit who are members of the UNION. For present regular employees, such payment shall commence on the first pay period of the month; that is, thirty-one (31) calendar days after the effective date or the date of execution of this Agreement, whichever is later. New employees shall commence payment on the first pay period of the month, that is, at least thirty-one (31) days following the date of employment.

Section 2. Dues Check-Off.

Upon receipt of a voluntary written assignment from an employee covered by this Agreement, the CITY will each month deduct from the employee's pay the amount owed to the UNION by such employee for UNION membership dues or representation fee. Deductions will be made by the CITY the first pay period of each month. Dues deducted by the CITY for any calendar month will be remitted to the designated financial officer of the local UNION as soon as possible after the payroll deductions have been made.

Section 3. Indemnity Provision.

The UNION agrees that in the event of litigation against the CITY, its agents or employees, arising out of this Article of the Agreement, the UNION will co-defend and indemnify and hold harmless the CITY, its agents or employees for any

monetary award arising out of such litigation.

ARTICLE IV - NO STRIKE CLAUSE

Section 1. No Strike Clause.

The parties recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The UNION, therefore, agrees that it shall not institute, encourage or condone any interruption of the 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 part from the full, faithful and proper performance of the duties of their employment. The UNION further agrees that it shall not initiate, encourage or condone any strike, sit-down, stay-in, call-in, stoppage of work or any act or acts that interfere in any manner or any degree with the service of the Department.

Section 2. Strikes by Individuals.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or other unlawful activity as defined in the above, may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such proscribed activity may be resolved through the grievance procedure.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement.

Section 2. Grievance Procedure.

Employees shall discuss any complaint with their immediate supervisor, before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

FIRST STEP. In order to be processed hereunder, an employee who believes he/she has a grievance shall, within three (3) days of the grievant having knowledge of the occurrence of the event upon which the grievance is based, or within three (3) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, submit the grievance in writing to the Chief of Police. The grievance shall state the facts upon which it is based, when it occurred and shall be signed by the employee who is filing the grievance and his/her steward. The Chief of Police will give his written answer to the grievance within three (3) days after the date of receipt of the written grievance. Such answer shall be delivered to the UNION steward or his/her alternate.

SECOND STEP. When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the UNION shall notify the City Manager

in writing of its desire to appeal within three (3) days after receipt of the Chief of Police's First Step answer. Upon written request, the City Manager or his designee shall meet with the employee members of the UNION's Committee within five (5) days after receipt by the City Manager of the appeal to the Second Step of the Grievance Procedure. Within (5) days of such meeting or if no meeting is requested within five (5) days of receipt of the appeal to the Second Step of the Grievance Procedure, the City Manager shall give a written answer to the grievance to the steward or his alternate.

THIRD STEP. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, the UNION shall notify the City Manager in writing within five (5) days after the receipt of the City Manager's Second Step answer. If such written request is made, the City Manager or his designee shall meet with the Union Committee including a representative from the International Union within ten (10) days for the purpose of considering the grievance. The City Manager or his designated representative shall give a written answer to the grievance to the Union Steward or his alternate within five (5) days after the date of the meeting.

FOURTH STEP. If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after delivery by the CITY to the steward or his\her alternate of the Third Step answer. The grievance submitted to arbitration shall be submitted to the Federal Mediation & Conciliation

Service in accordance with its rules and regulations then in existence. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

Section 3. Time Limits.

Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered to be withdrawn. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure, except that nothing contained herein shall automatically submit a grievance to arbitration pursuant to the Fourth Step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as a holiday under this Agreement.

Section 4. City Records.

The UNION shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times, with employee consent.

ARTICLE VI - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension.

The employer will not, without just cause, suspend or discharge a non-probationary employee. Nothing herein contained shall, however, be construed or interpreted so as to limit or abrogate the continued right of the employer to discharge a probationary employee without cause; provided, however, that no such discharge shall be on the basis of an employee's race, color, creed, religion, age, sex, national origin, handicap, or other discriminatory basis not permitted by the laws and Constitution of the State of Michigan, and the United States. Such action shall be subject to review under the Grievance Procedure provided a grievance is timely filed. In the event an employee in the Bargaining Unit shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he\she believes he\she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance signed by the employee with respect thereto is presented to the City Manager within two (2) days after such discharge or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the Grievance Procedure. In the event of suspension or discharge, the employee shall be orally advised and, within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), be provided by the CITY with a brief and concise statement of the reasons for the CITY'S action.

(a) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, provided the steward is reasonably available, and the employer will make available an area where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

(b) Employee shall have the right to counsel, of his/her own choosing and at his/her own expense, before being required to make a statement that might lead to criminal prosecution.

Section 2. Release of Information.

It is understood and agreed that, when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his/her authorization to the CITY to reveal to the decision-making participants in the Grievance Procedure, relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claims or liability by reason of such disclosure.

Section 3. Compensation.

In the event that it should be decided under the Grievance Procedure that the employee was unjustly suspended or discharged, the CITY shall reinstate such employee with full compensation, partial or no compensation, as may be decided under the Grievance Procedure. Such compensation, if any, shall be at the

employee's regular rate of pay at the time of such discharge, or the start of such suspension, less any compensation earned by the employee during the period of time he/she was off work due to the suspension or discharge.

ARTICLE VII - SPECIAL CONFERENCES

Section 1. Agenda.

The CITY and the UNION agree to meet and confer on matters of clarification of the terms of this Agreement or upon the written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. If the UNION intends to be represented at such special conference by a Representative from the International Union or the CITY by its labor attorney, notice of such intention shall be given to the other party within three (3) working days, excluding Saturdays, Sundays, and days celebrated as a holiday under this Agreement, following the submission of the request for a special conference. Discussions shall be limited to the matters set forth in the agenda. It is understood that these special conferences shall not be for the purpose of conducting continued Collective Bargaining negotiations nor in any way to modify, add to or detract from the provisions of this Agreement.

Section 2. Meetings.

Special conferences shall be held within fourteen (14) calendar days after the receipt of the written request at a time and place designated by the City Manager. The UNION shall be represented by the Union Committee and the CITY

shall be represented by the City Manager and/or his designated representative.

ARTICLE VIII - SENIORITY

Section 1. Probationary Period.

A new employee shall work under the provisions of this Agreement, but shall be employed on a one (1) year trial probationary basis. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period, the new employee may be terminated without recourse to the Grievance Procedure, provided that the discharge is not for the purpose of discriminating against the employee because of his/her Union membership. In the case of a discharge within the above-mentioned probationary period, the CITY shall notify the steward in writing of such action. Upon completion of the probationary period, the name of the new employee will be added to the seniority list as of his/her last hiring date.

Section 2. Seniority List.

The CITY shall keep a list of the names of employees who have completed their probationary period in order of their seniority. The list shall be posted on the bulletin board provided by the CITY for official UNION matters. Seniority shall be defined as the length of an employee's continuous service with the CITY commencing with his\her last date of hire. Seniority shall continue to accumulate during all approved leaves of absence, vacation, and lay-offs, except as hereinafter provided. Employees who are employed on the same date shall be placed on the

seniority list in alphabetical order of surnames.

Section 3. Termination of Seniority.

An employee's seniority shall terminate for the following reasons:

- (a) He or she resigns or quits.
- (b) He or she is discharged or terminated for just cause.
- (c) He or she retires.
- (d) He or she is on a lay-off for a period of time equal to his or her length of continuous service with the CITY, or for a period of two (2) years, whichever is shorter.
- (e) He or she is absent from work, including failure to work at the expiration of a leave of absence, vacation or disciplinary suspension for two (2) consecutive working days without notifying the CITY, if possible, AND unless excused by the City Manager because the absence was due to circumstances beyond the control of the employee.
- (f) He or she accepts employment elsewhere while on an authorized leave of absence, unless he or she has prior written approval for such employment from the City Manager.
- (g) Any employee entered in the U. S. Armed Services shall retain such seniority as provided by law.

Section 4. Layoff and Recall.

When there is such a reduction in the work force, the following procedure shall be followed: Probationary and part-time employees shall be laid off first, provided the employees with seniority retained can perform the available work without a break-in or training period.

An employee shall not be able to exercise his\her seniority in a job classification which has a maximum salary above the maximum in the job

classification to which the employee is regularly assigned.

When the work force is to be increased after a lay-off, employees shall be recalled according to seniority within the Department in reverse order of lay-off.

In the event of layoff, an employee so laid off shall be given two (2) weeks notice of layoff and two (2) weeks notice of recall to work. Such notice of recall shall be mailed to his or her last known address on record with the CITY by registered mail. In the event that the employee fails to make himself or herself available for recall to work at the end of the two (2) week period, he or she shall lose all rights under this Agreement.

Section 5. New Job Classifications.

When and if the CITY determines that it is necessary to create a new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and so advise the UNION.

If the UNION disagrees with the rate of pay, its Steward may file a grievance with respect thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created or substantially altered.

Section 6. Promotions.

Section A. Promotions to the position of Sergeant shall be made on the basis of ability and seniority as hereafter set forth.

Section B. Job vacancies for promotion to the Sergeant's position will be posted for a period of twenty-one (21) calendar days, setting forth the

requirements of the Sergeant's job position on the bulletin board. Employees interested shall apply to the Police Chief, in writing, within those twenty-one (21) calendar days of the posting period; provided, however, that only those individuals with three (3) years seniority as a patrolman within the Department shall be eligible for promotion to the Sergeant's position.

Section C. All employees seeking promotion to a vacancy in the position of Sergeant, and any employee who might become eligible for promotion to Sergeant within a period of two (2) years after establishment of the eligibility roster may take the written examination. The passing grade on the written examination shall be seventy (70%) percent, and the failure of an applicant to obtain a score of at least seventy (70%) percent shall disqualify him\her from further consideration for promotion to the Sergeant's position until the next examination is offered.

Section D. All employees applying for vacancy to the position of Sergeant, and any employee who might become eligible for promotion to Sergeant within a period of two (2) years after establishment of the eligibility roster, who score seventy (70%) percent or above on the written examination may then appear before an oral board which shall consist of a command officer from another city police department, a command officer from the Michigan State Police, and the Cass County Prosecuting Attorney or his/her designated assistant. In the event of multiple applicants receiving passing grades on the written exam, this Board shall conduct interviews with each prospective applicant and, based upon that

interview, shall assign a numerical score to each interviewee based upon a scale of one (1) to one hundred (100).

Section E. Candidates will then be ranked on the basis of a composite score computed as follows:

- (1) The score attained on the written examination multiplied by sixty-five (65%) percent;
- (2) The Board interview score multiplied by twenty-five (25%) percent;
- (3) In addition, seniority points (up to a maximum number of ten (10) percentage points) will be added to obtain the total composite score as follows: each employee will be awarded one (1) percentage point for each year of seniority as a patrolman up to a maximum of ten (10) years of seniority.

In addition, in the case of a tie between two employees having different seniority, the employee with the greater seniority shall be placed above the employee with lesser seniority in the eligibility roster.

Section F. The eligibility roster will remain in effect for a period of two (2) years. All scores, other than final ratings, shall remain personal between the employer and the employee, unless such rating becomes a matter for special conference or grievance, or unless said employee shall waive this privilege.

Section G. All vacancies to the position of Sergeant shall be filled by the Chief's appointment to such position of either, an individual who was in the top three (3) of the eligibility roster on the date of the appointment, or in the event that following the period in which all interested applicants have exhausted their right and abilities to test for inclusion on the eligibility roster, said eligibility roster

shall consist of zero (0) pre-qualified candidates; the employer may choose, at its sole discretion, to fill the vacancy to the position of Sergeant from outside the ranks of existing, bargaining-union employees. If a potential internal applicant is rendered ineligible for a promotional opportunity because of the 3-year seniority provision of Article VIII; Section 6, B, herein, but has three (3) years or more of service as a certified police patrol officer, he/she shall be allowed to test for inclusion on the eligibility roster prior to hiring from the outside. Hiring from outside the bargaining unit shall be subject to review under the grievance procedure provided a grievance is timely filed. The list of the top three (3) on the eligibility roster shall be revised after each such appointment, and opportunities for re-testing of employees must be pursued prior to the next available appointment following the appointment to the position of Sergeant from outside the ranks of existing employees. The list of the top three (3) on the eligibility roster shall then be revised after each such appointment.

Section H. All individuals so promoted to the rank of Sergeant shall be on a trial probationary period in said new position for a period of one (1) year. During such probationary period, he/she may be removed from the classification and returned to his/her original position within the Department if, in the Chief's judgment, he/she is unable to satisfactorily perform the requirements of the Sergeant's position, or upon the request of such employee. If an individual so demoted shall request reasons for such demotion within forty-eight (48) hours (including Saturdays, Sundays or holidays) following same, the Chief of Police shall

provide such reasons in writing to said employee; provided, however, that neither the demotion of such probationary employee, nor the reasons therefore, shall be subject to the Grievance Procedure.

Section I. The CITY agrees that written examinations as herein contemplated shall be obtained from the Michigan Municipal League or other testing agencies, and shall be scored by that testing agency.

Section 7. Temporary Transfers.

The CITY shall have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year. It is understood and agreed that any employee within the Unit temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he\she is temporarily transferred, but shall retain his\her seniority in the permanent classification from which he\she was transferred. In determining which employees within the job classification are to be transferred from one position to another, the CITY agrees to take into consideration the seniority of the individuals available for the temporary transfer, provided that in its judgment, the needs of the

Department, including but not limited to the training of personnel and the maintaining of balanced shifts, will not be thereby adversely affected.

(a) The CITY agrees to fill temporary vacancies as soon as reasonably possible, unless in its judgment there is no need to fill the temporary vacancy. The CITY further agrees not to use non-Bargaining Unit employees to fill temporary vacancies, other than the clerk classification, without first exhausting the possibility of filling the position with Bargaining Unit employees.

(b) The CITY shall, subject to the provisions of sub-section (a) above, assign patrolmen on the shift by seniority when a temporary vacancy occurs in the Sergeant's Bargaining Unit job classification, contingent upon the employee, in the judgment of the Chief, holding such seniority being qualified.

Section 8. Promotions Outside Bargaining Unit.

An employee who has been in the past, or who will be in the future, promoted to a position outside the Bargaining Units within the Police Department that are represented by the Union, shall accumulate seniority while working outside the Bargaining Units for a period of twelve (12) months from the date of promotion. If the employee requests to be returned to the Bargaining Units during the period of one (1) year following the date of his/her promotion or is demoted back into one of the Bargaining Units represented by the Union, he/she shall commence work in a job similar to the one he/she held at the time of his/her promotion and he/she shall maintain the seniority rank he/she had at the time of his/her promotion, plus the accumulation of seniority up to the additional one (1) year ceiling.

Section 9. Vacancy of Clerk Position.

The parties acknowledge that the position of Clerk is an entry level position

which, if vacant, may be filled by hiring outside the Bargaining Unit, at the sole discretion of the City. In such event, that position shall be paid the rate established for "Clerk\Start" position.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Personal Leave Without Pay.

An employee desiring a leave of absence from his\her employment with the CITY for personal reasons may secure written permission from the City Manager at his\her discretion. The maximum leave of absence that may be granted is thirty (30) calendar days, but such leave may be extended upon written permission from the City Manager. Personal leaves of absence up to and including thirty (30) days shall be without pay. Leaves of absence granted for periods beyond thirty (30) days, shall be without pay and shall cause the employee's fringe benefits to be suspended and cease during that period of the leave extension greater than thirty (30) days. The employee shall retain the right to maintain City-sponsored health and other insurance coverages at his\her own cost during the period of extended leave.

Section 2. Sick Leave of Absence.

If an employee is ill or suffers an injury that is not compensable under the Michigan Workers' Compensation Law that necessitates absence from work, he\she may, upon written application to the City Manager, be granted a leave of absence. The CITY may require that the employee supply a physician's certificate as to the necessity for the leave. A sick leave of absence, and any extension(s)

thereof, may be granted at the CITY's discretion on the employee's application therefore, but in no event shall it exceed one (1) year from the date of exhaustion of the employee's accumulated paid sick leave or the length of his\her continuous service with the CITY, whichever is shorter. All pay and fringe benefits shall terminate during the period of the sick leave of absence. However, an employee may continue with fringe benefits, where possible during such periods, by advancing to the CITY monies necessary to make all payments in connection therewith.

Section 3. Funeral Leave of Absence With Pay.

In the event of death in the full-time employee's family, i.e., husband, wife, parent, child, brother, sister, step-parent, step-child, step-brother or step-sister of the employee, or any dependents of the employee living in his\her household, the employee, upon request, will be excused for up to three (3) normally-scheduled working days immediately following the date of death, provided that he\she attends the funeral.

In the event of death of a parent-in-law, sister-in-law, brother-in-law, or grandparent of any employee, such employee will be entitled to one (1) day with regular pay to attend the funeral.

An employee excused from work under this section shall receive the amount of wages, exclusive of any other premium, he\she would have earned by working on straight-time hours on such scheduled days of work for which he\she was excused. Such pay will not be counted as hours worked for purposes of overtime.

In the event of a simultaneous tragedy affecting more than one of the covered relatives mentioned above, not more than three (3) scheduled working days shall be excused with pay, and all such paid days shall be subject to the terms and conditions stated in this section.

In the event that an employee should require additional time away from work due to death in said employee's family as herein defined, and due to unforeseen or extenuating circumstances, said employee may request from the Chief additional time off for that purpose which shall be charged against said employee's vacation leave bank. The granting or denial of such request shall be solely at the discretion of the Chief and shall not be subject to the Grievance Procedure.

Section 4. Leave of Absence For Union Business.

The CITY agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, provided seven (7) calendar days written notice is given to the CITY by the UNION that specifies the length of time off requested.

ARTICLE X - WAGES

Section 1. Salary Schedule.

For the life of this Agreement, the salary schedule set forth in Appendix A attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2. Overtime.

Overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all assigned work performed beyond the regular eight (8) hour shift or the forty (40) hour work week. Employee's regular hourly rate of pay shall be determined by dividing his\her annual salary by 2,080. There shall be no pyramiding of overtime.

Section 3. Call-in Pay.

When an employee is called to work, other than for court appearances, transport call-in, training sessions or department meetings, at a time other than for his\her regularly scheduled shift, such employee shall be guaranteed a minimum of three (3) hours of work at one and one-half (1-1/2) of his\her regular hourly pay; provided, however, that when an employee is called in at a time contiguous with the employee's scheduled shift, the employee shall receive three (3) hours pay at time and one-half (1-1/2) for the first three (3) hours he\she is present.

(a) Transport Call-In. When it shall become necessary to transport prisoners to the Cass County Jail or other locations outside the CITY, every reasonable effort shall be made to secure such transport from the Cass County Sheriff's Department or other available law enforcement agencies. When alternate transport cannot be arranged, and must be provided by duty officer(s), and when such officer's absence from the CITY would reduce available manpower to one certified officer, the command officer may call in another officer for the purpose of maintaining two certified officers on duty within the CITY during the period of such

transport. When call-in shall occur for this purpose, the officer so called in shall be guaranteed a minimum of two (2) hours of work at 1-1/2 times his\her regular hourly pay, or for the period of call-in whichever is greater; provided, however, that when an employee is called in at a time contiguous with the employee's scheduled shift, the employee shall receive two (2) hours pay at time and one-half (1-1/2) for the first two (2) hours he\she is present.

Section 4. Court Appearances.

Circuit Court appearances on an employee's own time will be accumulated at time and one-half (1-1/2) the employee's regular rate of pay for a minimum of three (3) hours or time and one-half (1-1/2) for all hours spent at Circuit Court, whichever is greater.

District Court and hearings on an employee's own time shall be accumulated at time and one-half (1-1/2) the employee's regular rate of pay for a minimum of two (2) hours or time and one-half (1-1/2) for all hours spent at District Court appearances, whichever is greater.

The employee shall assign to the CITY any court appearance fee(s) paid to the employee.

Section 5. Training Sessions or Departmental Meetings.

Employees may be required to attend department meetings or training sessions for up to four (4) hours annually, without pay. Additional training sessions shall be paid at the rate of one and one-half (1-1/2) times the rate of the employee's regular hourly rate of pay for a minimum of one (1) hour, or at the time

actually spent at such a meeting or session, whichever is greater.

Section 6. Temporary Classification Transfers.

When for the convenience of the CITY, the Sergeant's job classification is filled by a patrol(wo)man for a period of eight (8) continuous hours or more, the patrol(wo)man performing the duties of Sergeant during said period shall receive the hourly rate of the Sergeant's job classification for all hours so worked. In all other instances when an employee is temporarily transferred for the convenience of the CITY to another classification, he\she shall receive his\her regular hourly rate unless such temporary transfer shall be for a period of eight (8) consecutive working hours or more, in which event he\she shall receive the hourly rate of the classification to which he\she is assigned for all hours worked in such temporary capacity or his\her regular hourly rate, whichever is higher.

Section 7. Supplemental Paid Workers' Compensation.

The CITY will allow an employee injured on the job who qualifies for and is receiving Workers' Compensation payments to be paid the difference between the Workers' Compensation check and his\her normal net rate of pay (gross pay less federal taxes, social security, medicare, state taxes and city taxes) for a period of ninety (90) calendar days. Payments specified in this section shall be based upon the salary at the time of injury, and shall be accounted for, and issued as, a gross payroll check, subject to standard payroll deductions. Accumulated sick leave shall not be considered in the computation of this payment. Upon completion of the ninety (90) calendar days above, the employee shall revert to the use of

accumulated sick leave to supplement the difference between Workers' Compensation and his\her normal net rate of pay (gross pay less federal taxes, Social Security, state taxes, and city taxes). Upon exhaustion of an employee's sick leave bank, only Workers' Compensation benefits will be provided. Employees shall not be entitled to such supplemental payments unless the employee is qualified for and is receiving Workers' Compensation payments. Non-work-related injuries not compensable under this section shall be considered as sick leave and shall be governed by the rules pertaining to sick leave. For the duration of the time an employee is receiving Workers' Compensation benefits, the employer-required retirement contributions paid on his\her behalf shall be based on gross payments made to the employee by the employer not to include the Workers' Compensation benefit payments.

Section 8. Payment of Second and Third Shifts.

The CITY agrees that, as a matter of standard operating procedure, it shall attempt to provide paychecks to employees working the 4:00 p.m. shift to midnight shift and the midnight to 8:00 a.m. shift on Thursdays to said employees at the time they present themselves for duty.

Section 9. Bi-weekly Pay.

Wages payable under this Agreement shall be paid on a bi-weekly basis.

ARTICLE XI - HOURS OF WORK

Section 1. Hours of Work.

The regular shift hours in effect upon the execution of this Agreement are as follows:

Shift #1 - 12:00 midnight to 8:00 a.m.

Shift #2 - 8:00 a.m. to 4:00 p.m.

Shift #3 - 4:00 p.m. to 12:00 p.m.

Shift #4 - 8:00 p.m. to 4:00 a.m.

Except as provided below, the above shifts shall be used as a matter of standard operating procedure for the Department, unless the Chief determines that emergency conditions exist which require alterations in the schedule. If the shift hours are changed, the matter shall be the basis for a special conference upon request of either party as set forth in Article VII herein. The Department shall notify an employee of a contemplated shift change as soon as reasonably possible after the reasons therefore become known.

Section 2. Training Sessions.

The CITY and the UNION recognize the necessity for on-the-job training. The CITY shall plan training programs and may require the attendance of the employees at the training sessions.

Session 3. Trading Time.

Employees will be allowed to trade time with other employees, provided that such trading of time has been approved by the Chief, or in his absence, his

designated representative.

Section 4. Shift Preference.

During December of each year, employees shall be given an opportunity to express their shift preference. During the first two weeks of the following January, employees will be assigned to their desired shifts in accordance with seniority, provided that in the judgment of the Chief such assignment will not adversely affect the operation of the Department. During the course of the year, the Chief shall have the right to alter shift assignments for such periods as he deems necessary in order to train new personnel or otherwise satisfy the needs of the Department.

ARTICLE XII - VACATIONS

Section 1. Eligibility and Allowance.

Each employee will be allowed vacation leave in accordance with the following subsection, except that no employee will be entitled to vacation leave until he\she has served the CITY for at last one (1) year, after which he\she shall be entitled to that portion of vacation leave accumulated during the previous year. Thereafter, all vacation leave will be accrued on a monthly basis with each employee entitled to vacation leave as earned to-date. Vacation leave will be accrued as of the "vacation base date" established subject to the date an employee enters the service of the CITY. For purposes of this section, if hired the 1st through the 15th of the month, the "vacation base date" will be the first of that month; if hired the 16th through the last of the month, the base date will be

the first of the next month. Each full-time employee, hired prior to October 1, 1987, shall earn vacation leave at a rate consistent with the following schedule:

SENIORITY

VACATION EARNED

1 year but less than 2 years

.42 days for each completed month of employment.

2 years but less than 5 years

.84 days for each completed month of employment.

5 years but less than 10 years

1.25 days for each completed month of employment.

10 years but less than 15 years

1.67 days for each completed month of employment.

15 years but less than 16 years

1.75 days for each completed month of employment.

16 years but less than 20 years

1.84 days for each completed month of employment.

More than 20 years

2.09 days for each completed month of employment.

Employees hired on or after October 1, 1987 shall earn vacation leave at a rate consistent with the following schedule:

SENIORITY

VACATION EARNED

1 year but less than 2 years

.42 days for each completed month of employment.

2 years but less than 8 years	.84 days for each completed month of employment.
8 years but less than 15 years	1.25 days for each completed month of employment.
More than 15 years	1.67 days for each completed month of employment.

Section 2. Scheduling.

Vacation leave shall be granted to employees hereby covered, by the Chief of Police, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Police Department in one week periods, and they shall be scheduled to coincide with the employee's regularly-scheduled days off. The Chief, at his discretion, may permit single vacation days or any combination thereof (i.e.: 2, 3, and 4 day vacation periods) to be taken. The granting or denial of single-day vacations, or combination of single vacation days (i.e.: 2, 3, and 4 day vacation periods) shall not be subject to the Grievance Procedure.

A vacation schedule shall be posted by January 1st of each calendar year. Selection of vacation periods shall be made on the basis of seniority within classifications up to February 15th of the calendar year. After February 15th, the vacation schedule, as posted for the remainder of the calendar year, will not be subject to seniority. Selection of vacation periods on the basis of seniority shall not apply to vacation requests involving single days or combinations thereof.

The Chief of Police shall determine the number of employees that may be off

duty during any particular vacation period. However, under normal circumstances, two (2) departmental employees from different classifications shall be allowed off duty during any one vacation period. Any patrolman who is assigned the duties of detective shall be, and is, for all purposes under this Agreement, (including specifically vacation scheduling) classified as a patrolman. The Chief, at his discretion, may allow three (3) members of the Bargaining Unit to be off on vacation at a time; provided, however, that the Chief's failure to allow three (3) members of the Bargaining Unit to be off on vacation at one time shall not be subject to the Grievance Procedure.

At the request of either party, a special conference may be called at any time to discuss matters involving vacation scheduling.

Section 3. Vacation Accumulation.

Employees may accumulate vacation time and carry from one vacation year to the next a maximum amount equal to twenty (20) working days. Any excess vacation time beyond this ceiling must be scheduled in the vacation year or the employee shall be reimbursed at the end of said year for all vacation time accumulated in excess of twenty (20) days. Furthermore, an employee shall have the option of receiving payment in lieu of vacation for all accumulated vacation time by written request to the Chief of Police. Upon such request, the CITY shall make payment in lieu of vacation, to the employee requesting same, within three (3) weeks thereafter.

ARTICLE XIII - HOLIDAYS

Section 1. Holidays.

The following days are designated as holidays under this Agreement:

New Year's Day	Thanksgiving Day
Washington's Birthday	1/2 Day Christmas Eve
Good Friday	Christmas Day
Memorial Day	1/2 Day New Year's Eve
Independence Day (4th of July)	Employee's Birthday
Labor Day	

Section 2. Holiday Pay.

Employees regularly assigned to a seven (7) day operation shall celebrate holidays on the actual day of the holiday. Employees scheduled to work on a holiday and who are required to work, shall receive, in addition to their regular pay, one and one-half (1-1/2) times their regular straight-time hourly-rate of pay for each hour actually worked on the holiday to a maximum of four (4) hours for a half-day holiday, but without limitation for a full-day holiday.

Section 3. Eligibility.

In order to receive the holiday referred to herein, an employee must have actually worked during the pay period of the thirty (30) calendar days which preceded the date celebrated as a holiday unless failure to work during the thirty (30) day calendar period is due to a regularly-scheduled vacation. Additionally, the employee must have worked his\her last regularly-scheduled working day before and his\her first regularly-scheduled working day after the holiday, unless failure to work on either of said days is due to work-related injury, substantiated by

certification thereof by a competent physician; should the Chief request same.

ARTICLE XIV - RETIREMENT

Section 1. Retirement Eligibility - Employees Retiring Before 10/01/87.

Normal retirement prior to October 1, 1987, shall be fifty-five (55) with twelve (12) years of service for patrolmen and Sergeants. The normal retirement date for clerks shall be age sixty (60) with ten (10) years of service. A copy of the plan or the plan explanation is available from the Chief of Police.

Section 2. Medical Insurance For Retirees.

In the event that an employee retiring after October 1, 1984, (other than an employee retiring by virtue of disability) shall elect to continue medical insurance coverage upon retirement under the CITY'S Group Health Insurance Plan as provided in Article XV, Section 2 hereof, the CITY agrees that it shall reimburse any such employee in an amount equal to one-half (1/2) the cost of any premiums charged in connection therewith subject to the following terms and conditions:

- (a) That the CITY'S responsibility for reimbursement shall be limited to one-half (1/2) the amount of premium attributable to the employee only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;
- (b) That the CITY shall have no obligation with respect to payment of any portion of medical insurance premiums respecting any employee retiring by virtue of disability and who does not meet the age and service requirements set forth in Section 1 above;
- (c) That the CITY shall not be required to reimburse any retiree for any portion of medical insurance premiums while such employee is covered under any other group policy of medical insurance or where such benefits are available through his/her spouse's employment as a group policy.

(d) In the event the retiree fails or refuses to pay a premium necessary to maintain coverage, such retiree's coverage shall be terminated and the CITY'S responsibility to reimburse shall cease.

(e) That the CITY shall limit the maximum total reimbursement to be paid to any retiree under the terms of this section, to \$75.00 per month, if said employee was hired into the Bargaining Unit on or after October 1, 1992.

Section 3. Michigan Municipal Employee's Retirement System for Employees Retiring on or After 1/01/91.

Effective January 1, 1991, the employer shall provide the Michigan Municipal Employee's Retirement System (MERS) for patrol(wo)men and Sergeants as follows:

Patrol(wo)men and Sergeants: Benefit Program "C-2 (with B-1 Base) with F-55 Waiver (55/20)";

Effective October 1, 1992, the employer shall provide the Michigan Municipal Employee's Retirement System (MERS) for Clerk/Dispatchers as follows:

Clerk\Dispatchers: Benefit Program C-2 (with B-1 Base) with F-55 Waiver (55/20);

All employees shall contribute an amount equal to 8.2% of gross compensation received which shall be deducted by the City from employee's paychecks. Normal retirement for Patrol(wo)men, Sergeants, and Clerk\Dispatchers shall be fifty-five (55) years with twenty (20) years credited service. The MERS system is the exclusive retirement benefit provided for employees.

ARTICLE XV - INSURANCE

Section 1. Life Insurance.

The CITY agrees to provide full-time regular employees life insurance with accidental life and dismemberment protection after thirty (30) calendar days of

employment in an amount equal to two (2) times the employee's base salary, with double indemnity for accidental death. The CITY reserves the right to substitute another carrier for the insurance coverage provided the fundamental provisions of the coverage are not changed.

Section 2. Health Insurance.

The CITY shall pay the total cost of Blue Cross\Blue Shield hospital (MVF-1) and Master Medical Plans, as well as prescription drug coverage requiring a \$5.00 employee co-pay, for each regular, full-time employee, spouse and dependent child to the end of the year in which said child attains his\her 19th birthday. However, if the parties agree through mutual negotiation, an alternate combination of traditional and/or non-traditional health-care insurance which provides approximately equivalent coverage can be substituted. Said alternate(s) could include, but not be limited to, the introduction of a "Blues P.P.O." or limited employer self-coverage.

In the event an employee is covered by a health-care and/or dental plan or plans other than that provided by the CITY and opts to withdraw from enrollment in the CITY-provided coverage; he\she shall receive a yearly lump sum cash payment in lieu of such health benefits. Said payment shall be subject to standard withholding taxes and be payable in January of each year, covering the preceding calendar year. If an employee was employed for a period less than the full 12-month calendar year, the health-care payment will be calculated on a pro-rata basis covering actual time employed. The cash payment in lieu of health benefits shall

equal 50% of the actual aggregate premium cost to provide the CITY-sponsored coverage to one employee with no spouse or dependents, for one year.

The year in question shall equal the calendar year for which such payment is made. Employees may choose to opt out of CITY-provided dental coverage, whether covered by an alternate plan or not. An employee who has opted out of CITY-provided health care coverage in exchange for a lump sum cash payment, and who experiences a sudden loss of his\her alternate coverage, may re-enroll in the CITY-provided coverage beginning with the first of the month immediately following written notification of such status change and confirmation of the intent to re-enroll. The lump sum cash payment received will then be pro-rated to cover only those months not covered by CITY-provided health care insurance.

The CITY reserves the right to implement and maintain insurance deductibles, under the MVF-1 Plan, of \$275.00 per person\ \$550.00 per family; or greater, provided, however, that the CITY shall reimburse any employee for the cost of such deductible or portion thereof so expended. The MVF-1 deductibles as established or amended, shall be payable by all employees covered under said health-care plan.

Section 3. Workers' Compensation.

The CITY shall provide Workers' Compensation protection for all employees as provided under the Michigan Workers' Compensation Act in effect on the date of the signing of this Agreement.

Section 4. Dental Insurance.

The CITY shall provide a Blue Cross\Blue Shield Basic Dental Plan, or, if the parties agree through mutual negotiation, an approximately equivalent dental plan for each regular, full-time employee, spouse, and dependent child, to the end of the year in which said child reaches his\her nineteenth (19th) birthday.

ARTICLE XVI - SICK LEAVE

Section 1. Sick Leave Accumulation.

Probationary employees serving their initial probation period with the employer are not entitled to utilize sick leave. At the completion of the probationary year, an employee's sick leave bank will be credited with six (6) sick days. Thereafter, employees shall accumulate sick leave at the rate of one (1) day per month. For purposes of sick leave accumulation, it is hereby agreed that an employee must have actually worked during that month in order to accumulate sick leave for that period, unless failure to work during said one month period is due to a regularly scheduled vacation.

Section 2. Sick Leave Pay-Out Upon Death or Retirement.

In the event that an employee dies or retires under the terms of "normal retirement" as defined in Article XIV, Section 2, herein, he\she or his\her estate shall be paid for (80%) of the total accrued sick leave accumulated by same during the course of their employment at the employee's pay rate at the time of termination of employment, to a maximum of 120 days.

Section 3. Verification of Illness.

It is understood that sick leave is intended for legitimate use only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need, and indicates possible abuse, then upon prior notice, the CITY shall have the right to demand verification by a doctor of the illness causing the absence, if the employee is to receive a paid sick day.

ARTICLE XVII - SAFETY, EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. Safety Committee.

The Safety Committee shall be composed of the Union Stewards and the Police Chief or his designees, and will meet, when necessary, for the purposes of discussing safety, and promulgating safety regulations with the understanding that the CITY has the ultimate responsibility, and shall make the final determination on all matters of safety and safety rules.

Section 2. Safety Rules.

All employees shall observe safety rules. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or the Chief of Police.

Section 3. Accident Reports.

Any employee involved in any accident shall immediately report such accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the CITY and shall turn in all available names and addresses of witnesses to any accidents.

Section 4. Equipment Reports.

It is the duty of the employee, and he\she shall immediately, or at the end of his\her shift, report all defects of equipment in his\her custody. Such reports should be made by the employee on the daily report form furnished by the CITY.

Section 5. On The Job Injury.

An employee who is injured while on the job and is required to leave the job because of such injury; and is required to remain off the job by medical authority; shall continue to receive his\her regular salary for the remainder of the day without any charge to his\her accumulated sick leave.

Section 6. Safety Shields.

No less than two working patrol cars shall be equipped with safety shields. As new patrol cars are introduced and placed into service, they shall be equipped with safety shields as required to maintain the minimum standards established herein.

ARTICLE XVIII - MISCELLANEOUS

Section 1. Bulletin Board.

The CITY agrees to provide a bulletin board where the employees are

employed and it is agreed between the parties that the bulletin board will be used only for official UNION matters and any official UNION notices which are posted must contain a signature of the Union Business Representative or Steward for the UNION.

Section 2. Mileage.

When an employee is required by the CITY to provide his\her own transportation in connection with his\her work requirements, such employee shall receive an allowance which shall be established by the City Council.

Section 3. Clothing.

The CITY will furnish at no cost to uniformed Sergeants and patrol(wo)men three (3) summer and three (3) winter uniforms. The CITY will also provide replacement uniforms for garments damaged or worn out in the course of duty. The CITY agrees to establish a procedure under which uniformed Sergeants and patrol(wo)men will be able to have their uniform cleaned and pressed two (2) times per week during all months except June, July, August and September, when they may be cleaned and pressed three (3) times per week. Detectives and other plain clothes officers shall be provided by the CITY with one (1) summer and one (1) winter uniform. In addition thereto, said Detectives and other plain-clothes officers shall be provided a clothing allowance to reimburse them for expenditures made for clothing costs of said plain-clothes and cleaning expenses on the anniversary date of being assigned to a position requiring plain-clothes, up to a total amount of Two Hundred Fifty (\$250.00) Dollars per year.

(a) The CITY shall have the right to institute a dress code to apply to all members of the Bargaining Unit not in uniform while on duty. Said dress code may specifically prohibit the wearing of blue jeans, sweatshirts, T-shirts and tennis shoes while on duty, together with such other reasonable requirements as shall, in the discretion of the Chief, be appropriate.

(b) The CITY shall provide a clothing allowance to all Clerks to reimburse them for expenditures made for clothing costs and cleaning expenses on the anniversary date of their employment, up to a total amount of Three Hundred Fifty (\$350.00) Dollars per year. However, the CITY may, in lieu of said clothing allowance, provide uniform-type clothing for said Clerks, at its own expense, in which case there will be no clothing allowance for Clerks. Provided, further, that in the event outfits are provided by the CITY as set forth above, the CITY agrees to provide replacement outfits for garments damaged or worn out in the course of duty, and to establish a procedure under which uniformed Clerks will be able to have their uniforms cleaned and pressed two (2) times per week.

Section 4. Bonds.

If the CITY requires that an employee give bond, the CITY will pay any premium involved. No cash bond will be required.

Section 5. Loss or Damage.

Employees shall not be charged for loss or damage of the CITY'S property, equipment, mobile or otherwise, or articles rented or leased by the CITY unless clear proof of negligence is shown.

Section 6. Legal Assistance.

The CITY will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities. The CITY shall provide, throughout the life of this Agreement, false arrest and civil liability insurance covering employees under this Agreement comparable to such insurance coverage now in effect.

Section 7. High Risk Assignment.

It is mutually agreed that the interests of the public and efficiency and safety of the CITY'S police officers are best served by providing assistance to the patrol(wo)man involved in an assignment of high risk potential. In situations where a squad car is manned by one (1) patrol(wo)man and is assigned to a high risk potential call, the patrol(wo)man shall have the right to request assistance from another certified officer, who shall immediately proceed to the scene.

Section 8. Subcontracting.

The CITY states that it shall be its policy and intention to use its employees as much as practicable for police work, but it retains the right to subcontract work when such course is required by sound economic conditions. The CITY agrees that it will not subcontract work performed by the clerk, patrol(wo)men or Sergeants if it results in the layoff of any clerk, patrol(wo)man or Sergeant employed as of the effective date of this Agreement.

Section 9. Separability and Saving Clause.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 10. Department Rules and Regulations.

The CITY shall have the right to make such rules and regulations from time to time deemed best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the UNION and affected employees. Any question relative to the reasonableness of any such rule or regulation may be considered a grievance and be subject to the Grievance Procedure contained in this Agreement.

Section 11. Marksmanship Training.

The Department will sponsor two (2) Department "shoots" each calendar year. The CITY will provide each officer with enough rounds of ammunition for the revolver normally used on duty to complete each shoot. At least one of the shoots shall include use of the Department shotguns and rifles. Officers will attend such shoots on their own time; however, the CITY agrees to allow on-duty officers to participate in each shoot, provided in its judgment, they can be spared from their

work at the time of the shoot.

Each officer shall qualify with the weapon carried as on-duty weapon. All on-duty weapons must be approved by the Chief of Police prior to their use in service.

Should any officer fail to qualify to shoot after three (3) opportunities within thirty (30) calendar days, the CITY may require firearms retraining at a certified police academy.

The CITY agrees to provide each certified officer with up to 25 rounds per month of .38 caliber "wad-cutters" for the purpose of permitting such officers to practice and improve their shooting skills for the months of April through November of each year; provided, however, that an officer's entitlement to practice ammunition at the CITY'S expense as herein set forth is conditioned upon, and limited to, the said officer's turning over to the CITY, at the time said ammunition is provided, brass shell-casings for an amount of ammunition equal to that provided.

Section 12. Reimbursement For Damage to Personal Property.

The CITY agrees that it shall reimburse employees for the reasonable value of any personal property items damaged as a direct result, and in the course of, their employment as Dowagiac Police Officers. The intent of this section is to provide for the replacement, without cost to the employee, of items such as work-quality eyeglasses, watches, or hearing aids damaged while on duty. If an item is inappropriate for use or wear while on duty, such as expensive jewelry, its

replacement will not be reimbursed. If an item damaged on duty carries with it intrinsic value associated exclusively with the "designer status" or "art-quality" associated with it, such value will not be reimbursed.

Section 13. Personal Days.

Employees shall receive two (2) personal leave days per contract year. Leave days under this Section shall be granted upon a minimum of seven (7) calendar days notice submitted by the employee to the Chief of Police.

Section 14. Tuition Reimbursement.

The CITY agrees that it shall reimburse employees for 1/2 (50%) of the tuition cost for participation in, and completion of, pre-approved college course work, leading to a degree at a recognized college, junior college, or university, wherein said employee passes the course with a grade of C (2.0) or higher. The covered employee agrees that, in the event of his\her voluntary resignation, he\she shall repay to the CITY those tuition reimbursement payments received, in a manner equal to the following:

100% of all tuition costs received for courses satisfactorily completed within one calendar year of the date of resignation.

75% of all tuition costs received for all courses satisfactorily completed within two calendar years of the date of resignation, but greater than one calendar year preceding the date of resignation.

50% of all tuition costs received for all courses satisfactorily completed within three years preceding the date of resignation, but greater than two calendar

years preceding the date of resignation.

25% of all tuition costs received for all courses satisfactorily completed within four years preceding the date of resignation, but greater than three calendar years preceding the date of resignation.

No repayment is required for tuition reimbursement payments received for courses satisfactorily completed more than four calendar years preceding the date of resignation.

ARTICLE XIX - DURATION

Section 1. Duration.

This Agreement shall become effective as of the 1st day of October 1992, and shall remain in full force and effect through the 30th day of September, 1995, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 30th day of September, 1995, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
_____ day of October, 1992.

MICHIGAN LAW ENFORCEMENT
TEAMSTERS LOCAL 214:

By: _____
Henry Mueller
Business Representative

By: _____
Steven W. Proshwitz
Steward

CITY OF DOWAGIAC:

By: _____
James E. Burke, Mayor

By: _____
James E. Snow, City Clerk

APPENDIX A

	<u>10/01/92</u>	<u>10/01/93</u>	<u>10/01/94</u>
<u>Sergeants:</u>	\$30,513.60 \$14.67/hr.	\$31,865.60 \$15.32/hr.	\$32,947.20 \$15.84/hr.