

6/30/82

AGREEMENT

BETWEEN

CITY OF MUSKEGON HEIGHTS

and

TEAMSTERS LOCAL 214

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Muskegon Heights, City of

POLICE PATROL OFFICERS

Effective July 1, 1979

To June 30, 1982

*City of Muskegon Heights
City Hall
2724 Peck Street
Muskegon Heights, Michigan 49444*

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THIS AGREEMENT entered into this 5th day of August, 1980, by and between the City of Muskegon Heights, Michigan, a municipal corporation, (hereinafter referred to as the "City") and Teamsters Local 214, (hereinafter referred to as the "Union").

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

SECTION 1.1 - RECOGNITION

The City recognizes the Union as the sole and exclusive Collective Bargaining Agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all full time police patrolmen, excluding all Supervisory employees, probationary patrolmen, and all other employees. It is understood that the Union will not represent probationary employees in any matter except in a charge against the City that the probationary employee was discharged for Union activity.

SECTION 2.1 - NO DISCRIMINATION

It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, or national origin.

SECTION 3.1 - UNION SECURITY

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. The employer shall not exert any pressure upon or discriminate any employee with regard to such matters.

B. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member

of the Union, all Union membership dues uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union. Dues will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

C. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by employees in the bargaining unit who are members of the Union, which shall commence thirty-one (31) days following the effective date of this Agreement.

D. For new employees, the payment of agency fees and initiation fees, shall start thirty-one (31) days following date of hire.

E. Monthly agency fees shall be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

SECTION 4.1 - MANAGEMENT RIGHTS

A. The City retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority and expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so

specifically and expressly abridged, modified, or limited.

B. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the employer's sole right to manage its operations and services efficiently and economically, including the right to:

1. Decide the reasonable services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, or method of service.
2. Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made, or used and the price to be paid.
3. Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance and repair work, office services.
4. Determine the number, location and types of its buildings and facilities, discontinue temporarily or permanently, in whole or in part, any of the employer's operations; sell or close facilities, move operations from one location to another.
5. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.
6. Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.
7. Determine lunch, rest periods, and clean-up times; determine the starting and quitting and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule but for emergencies only and not special events.
8. Discipline and discharge for cause; adopt, revise, and enforce working rules; maintain order and efficiency in the work stations; fix the standards of performance as to quality, test, investigate, and improve individual and unit

effectiveness and initiate and carry out cost and general improvement programs.

9. Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their job classifications within department when such assignment is, in the management's judgement, necessary, regardless of the availability or work in their regular classification; require employees to give instruction or the City itself may give instruction in special training for selected employees.

C. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed or not specifically surrendered herein, whether or not such rights have been exercised in the past.

D. The specific management rights clauses contained hereinabove shall be subject to the seniority provisions and all other terms of this contract. In the event of any conflict with a specific provision of this Agreement, the specific provision shall prevail. Any charged violation of this article may be processed through the grievance procedure.

SECTION 5.1 - GRIEVANCE AND APPEAL PROCEDURE

A grievance is any dispute, controversy or difference between management and an employee or the Union regarding the meaning, interpretation or application of the practices under the maintenance of standards provision or of the express terms or provisions of this Agreement.

All grievances shall be processed in the following manner and within the stated time limits:

STEP 1

Any employee having a complaint in connection with his employment shall present said complaint to the employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with his immediate supervisor or his designee.

STEP 2

If the matter is not so resolved, the Steward and/or the employee may discuss the complaint with the supervisor. If not resolved in this manner the complaint shall be reduced to writing on the regular grievance form provided by the Local Union, signed by the employee, signed by the supervisor and with pertinent matter forwarded by the Steward to the Chief of Police within ten (10) working days.

STEP 3

If the grievance is not settled in Steps 1 and 2, the Union may request a meeting between Union Representatives and the Chief of Police to discuss the matter. The Chief of Police shall render his written decision within ten (10) working days after the meeting.

STEP 4

If the grievance is not satisfactorily resolved at Step 3, the Union may request a meeting between the City Superintendent, the Chief of Police, the Union Steward and the Business Representative of the Local Union. The City Superintendent shall render his written decision within fifteen (15) working days after the meeting.

In the event the City Superintendent is unable to resolve the grievance within the fifteen (15) day period, the matter may be appealed by the Local Union to the Personnel Board, which shall report in writing to the City Superintendent its findings and recommendations.

STEP 5

If the Personnel Board fails to submit such a report within thirty (30) working days, or if the employee does not agree with the Board's report, the grievance may be submitted to binding arbitration as follows:

- (a) The Union must submit written notice of its intent to arbitrate to the City Superintendent within fifteen (15) calendar days following the completion of Step 4. Such notice shall

set forth the grievance as originally submitted, cite the contract provision allegedly violated, and state the relief or redress being sought. If the Union fails to submit notice of its intent to arbitrate before the expiration of the aforesaid fifteen (15) day period, the grievance shall be deemed to have been settled on the basis of the City's last answer to the grievance.

- (b) The Union shall also submit the information in (a) above to the Federal Mediation and Conciliation Service, and ask for a list of five (5) arbitrators from which the parties will select the arbitrator by each party striking a name in turn until only one (1) name remains on the list. The Union shall strike first.
- (c) The arbitrator shall have authority to resolve only those disputes concerning matters covered by this agreement. He shall have no power to ignore, to add to, or delete from, or modify or otherwise change any of the terms of this Agreement, or its supplements, or its amendments, if any. The arbitrator shall interpret the Agreement in the light of the laws and precedents applicable to and affecting municipalities.
- (d) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of its own witnesses and/or representatives.
- (e) In any award involving back pay, back pay shall commence no earlier than the day the grievance was filed and shall be at the rate of forty (40) hours straight time pay per week, less any payments, remuneration, benefit or compensation received by the employee during that period from any source. The decision of the arbitrator shall be final and binding.
- (f) A grievance involving discipline, discharge and/or suspension shall automatically be instituted at Step 3 as provided in Section 5.2 "Discharge and Suspension", and proceed as provided through Steps 4 and 5, if required.

SECTION 5.1 - A

It is the intent of the parties to this Agreement to resolve any grievances which may arise during the course of this Agreement as fairly and promptly as practical.

Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by management, if the Union does not move to the next step within the time limits. If the City does not comply with time limits, the

grievance moves to the next step.

The Employer and the Union may by mutual agreement extend the time limits of the Grievance Procedure.

SECTION 5.2 - DISCHARGE AND SUSPENSION

The City shall have the right, for due cause, to demote, discharge, or suspend without pay for thirty (30) calendar days, any permanent employee. Notice of such action must be in writing and served personally on such employee, except where an emergency situation exists, in which case the employee shall be immediately suspended and the notice shall be served within three (3) working days of the action taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefor.

The authority of the City Manager under the Administrative Ordinance to discharge, suspend, or otherwise discipline employees, may be delegated by him to the Chief of Police following consultation with the City Manager. An employee may be dismissed if he is not discharging his duties properly or when it is substantiated in accordance with the proceedings as specified below that such employee has violated the orders, rules, or regulations of the department.

SUSPENSIONS

1. Whenever it is deemed necessary, by reason of any violation of any order, rule, or regulation of the department, the commanding officer of a division or bureau, or the desk sergeant in the absence of a superior officer, may provisionally suspend from duty any insubordinate member or employee pending investigation of the charges. The officer making the suspension shall, as soon as practicable, communicate the fact in writing to the Chief of Police with all the facts in the case. No member above

the rank of Sergeant, or head of a bureau shall be suspended from duty except by the Chief of Police.

2. In every case of suspension, the officer so ordering the same shall as soon as practicable notify the Chief of Police in writing, stating the name of the accused, the particular rule or order violated, and the specific charges against him together with the names and addresses of all witnesses.

3. Any member or employee of the department under suspension shall immediately surrender his badge of office and all other departmental property in his possession, to the suspending officer, and such property shall be kept in the possession of the Division Commander of the suspended member pending investigation of the case.

4. A suspended member or employee of the department will not be restored to duty pending investigation or hearing of the charges for which he was suspended, except by direction of the Chief of Police.

5. Whenever charges are preferred against any member or employee which warrant trial or appeal, the Michigan Municipal League shall hear the appeal and shall report in writing to the City Superintendent its findings and recommendations.

6. No member or employee of the department shall withdraw or resign from the service unless he shall have given the Chief of Police not less than 14 days notice in writing of such intention, or has obtained special permission from the Chief of Police to do otherwise.

7. An unexplained absence without leave of any member or employee of the department for three days shall be deemed and held a resignation without proper permission and shall be treated as such.

8. Any member or employee of the department resigning from the service without proper permission while under charges shall be, with the evidence

available, tried on such charges, which shall be amended to include the violation of paragraph 6, above.

9. Charges will be preferred against any member or employee of the department resigning contrary to any of the provisions of this Article, and if found guilty he shall be considered as discharged from the service, and such findings shall be so entered on the records of the department.

10. Notwithstanding any other provisions of this Agreement, an employee who is served with a written notice that he is to be discharged or suspended may, if he feel wronged, avail himself of the grievance procedure at Step 3 by presenting a written grievance to the City Manager or he may have his Steward present his grievance to the City Manager, as soon thereafter as convenient, but in no event more than ten (10) calendar days following receipt from the City Manager of a written statement setting forth the findings of the Personnel Board."

SECTION 6.1 - STEWARDS

The City recognizes the right of the Local Union to designate one steward and one alternate. The authority of steward and alternate so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the collective bargaining agreement;

B. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages or information:

1. Have been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

C. Steward or alternate shall be permitted during working hours to perform the duties and activities described in section one above without loss of pay.

SECTION 7.1 - NO STRIKES AND NO LOCK-OUTS

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sitdown, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operations and services of the employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppages of any of the employer's operations or picket the employer's buildings or premises, during the life of this Agreement.

A. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the grievance procedure of this Agreement: Provided that the question of fact governing the participation by any particular employee shall be a proper subject for the grievance procedure. In addition, the employer shall have the right to terminate this agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the employer shall have the right to seek injunctive relief and damages against the Union.

B. The President, the Business Agent, the Steward and the Assistant Steward of the Union shall take prompt affirmative action to try to prevent, or to stop, any wildcat strike, work stoppage, slow-down of work, picketing

or work interference of any kind.

C. The employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

SECTION 8.1 - PROBATIONARY PERIOD

All regular appointments, including promotional appointments shall be for a probationary period of not less than six (6) months.

SECTION 8.2

During the probationary period the employee may be rejected at any time without the right of appeal or hearing. An employee rejected during the probationary period from a position to which he has been promoted, shall be reinstated to a position in the class from which he was promoted, unless he is discharged from the City service as provided in the Rules.

SECTION 8.3

During the probationary period, employees shall be evaluated continuously by the Department Head. Before the end of the six (6) month probationary period, the Department Head shall file with the City Manager a letter if he wishes to reject the employee. This letter shall outline the reasons for this action and shall be submitted to the Personnel Officer or City Manager for his consideration and final disposition.

SECTION 8.4

When a probationary employee has successfully completed his probationary period, his name shall be placed on the seniority roster, and a recommendation for a six (6) month, incremental increase in pay shall be submitted on the standard forms provided for this purpose. The employee

shall receive a notice from the City, with a copy to the Union Steward, advising the employee of his successful completion of his probationary period. His seniority date shall be as of his last date of hire.

SECTION 9.1 - LAY-OFF

Lay-off is a reduction in personnel due to a decrease or a rearrangement of the work-load of the department, or to a reduction in the department's budget.

SECTION 9.2

Seniority shall be observed in effecting such reduction in personnel, and other order of lay-off shall be in the reverse order total cumulative time served in permanent and probationary status upon the effective date of the lay-off. Lay-off shall be made within classes of positions, and all temporary employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee. For the purpose of determining order of lay-off, total cumulative time shall include time served on military leave of absence. The names of probationary and permanent employees laid off shall be placed upon re-employment lists for classes which, in the opinion of the Personnel Officer, require basically the same qualifications and duties and responsibilities of those of the class or position from which lay-off was made. Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served in probationary and permanent status, and shall remain on such lists for a period of one (1) year unless re-employed sooner.

SECTION 9.3

When a laid-off employee is to be recalled, the City will mail notice of his recall to the employee's last known address as indicated on the employee's personnel record. The employee must, within three (3) calendar

days following receipt of such notice inform the City of his intent to return to work, and must actually return to work within fourteen (14) calendar days following receipt of such notice. Upon his return, he shall be assigned to the shift on which the vacancy exists.

SECTION 10.1 - ACCUMULATION OF SENIORITY

Seniority for an employee transferred or promoted to a position within the Police Department, but outside the bargaining unit, will continue to accumulate for the period of one year.

SECTION 11.1 - ENTIRE AGREEMENT

This Agreement supersedes and repeals forthwith all previous agreements, verbal or written and constitutes the entire agreement between the parties pertaining to the salaries, hours of employment, working conditions and benefits provided for the duration of the Agreement.

The provisions of any general ordinance on employee benefits in effect concurrently with the duration of this Agreement shall not apply to the employees covered by the terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

SECTION 12.1 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 13.1 - VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other part of this Agreement.

SECTION 14.1 - MAINTENANCE OF STANDARDS

The City agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and working conditions shall be maintained at the highest minimum standards in effect at the time of the signing of this Agreement.

SECTION 15.1 - HOLD HARMLESS

This article shall be subject to the provisions of the law. In the event this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, or other forum, neither party shall initiate a subsequent legal action to receive damages herein.

SECTION 16.1 - RESIDENCY

All patrolmen shall be exempt from the provisions of City Ordinance #359. Present police officers who are not residents of the City may remain outside the City until such time as they elect to change their place of residence. If they elect to change their place of residence, they must relocate within five miles of the then established city limits of Muskegon Heights or they will be terminated. Future police officers must

be and remain residents of Muskegon Heights.

SECTION 17.1 - RELEASED TIME

The Steward or Alternate Steward of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this Agreement.

SECTION 17.2 - BULLETIN BOARDS

The Union shall be provided a suitable bulletin board for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefor.

SECTION 17.3 - MEETINGS

The Union may schedule meetings on Police Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, upon notification to and prior approval by the Department Head. These meetings shall not be attended by policemen on duty.

SECTION 17.4 - RECORDS OF SERVICE

Records of service will be kept in the employee's personnel file, and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. An employee shall, upon request, have access to his personnel file, in the presence of the Employer.

SECTION 17.5 - VISITS OF UNION BUSINESS REPRESENTATIVES

Authorized representatives of the Union shall be permitted to visit the premises of the Employer during normal working hours to meet with the stewards of the Union and/or representatives of the Employer concerning

matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer a mutually agreeable time and place in advance of such visits.

SECTION 18.1 - EDUCATION PLAN

All eligible officers represented in this contract shall be eligible for additional compensation of \$250.00 added to annual salary for obtaining an Associate Degree in Police Administration; and an additional \$500.00 added to annual salary for obtaining a B.S. Degree in Police Administration.

All officers with three (3) years of service with the Muskegon Heights Police Department are eligible for the additional compensation to be added to their annual salary as prescribed above, effective upon obtaining the prescribed degree.

All new employees of the Muskegon Heights Police Department with an Associate Degree or B.S. Degree in Police Administration will receive the additional prescribed compensation in six (6) increments at six (6) month intervals with the maximum being reached after three (3) years.

SECTION 18.2

The City shall pay the tuition expenses and provide proper transportation for any schooling which is required or approved by the Chief of Police. Employees will receive mileage of fifteen cents per mile, round trip, if class is held outside of Muskegon County and transportation is not otherwise available. Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded the mileage of fifteen cents per mile.

SECTION 19.1 - HOLIDAYS

Effective July 1, 1978, to coincide with the Federal "Monday Holidays", the following 12 Holidays will be observed:

1. New Year's Day
2. Washington's Birthday - 3rd Monday in February
3. Memorial Day - last Monday in May
4. July Fourth
5. Labor Day
6. Columbus Day - 2nd Monday in October
7. Veterans' Day - November 11
8. Thanksgiving
9. Christmas
10. Afternoon of Good Friday
11. Day after Thanksgiving
12. One day before Christmas Day
13. One-half day before New Year's Day

Employees will be paid two and one-half (2½) times their regular hourly rate for all holidays worked.

Employees shall be paid for all designated holidays worked regardless of day or date celebrated. If an employee's regularly scheduled shift begins on a designated holiday, said employee shall be paid the holiday rate of pay for the entire shift.

SECTION 20.1 - VACATION LEAVE

Eligibility and Amount - Paid vacation time will only be allowed to full time employees where it has been scheduled in advance and approved by the Department Head. Employees shall be eligible for annual vacations with pay on the following basis:

| | | |
|---------------------------|---|------------------|
| 1 Year through 10 Years | = | 15 Days per Year |
| 11 Years through 15 Years | = | 20 Days per Year |
| 16 Years | = | 21 Days per Year |
| 17 Years | = | 22 Days per Year |
| 18 Years | = | 23 Days per Year |
| 19 Years | = | 24 Days per Year |
| 20 Years | = | 25 Days per Year |

SECTION 20.2 - PROBATIONARY EMPLOYEES

New employees will not be credited with vacation leave until they have completed their six month probationary period.

SECTION 21.1 - SICK LEAVE

Notification of Illness - Employees will receive pay for earned sick

time only where he or his representative has called and notified the Department Head of his intended absence. An Employee who is injured on the job and is required to leave the job by medical authority will be paid for the whole day.

SECTION 21.2 - SICK LEAVE UPON TERMINATION

An employee who voluntarily separates from the employment of the City shall be paid for 50% of up to 150 accumulated sick leave days. Such payment shall be made at the employee's current rate of pay.

SECTION 21.3 - SICK LEAVE EXHAUSTED

In the absence of vacation or sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Manager may grant up to five (5) days anticipated sick time if circumstances warrant, but only in the event that all sick leave accrued, and current year's vacation credits have been exhausted.

SECTION 21.4 - ACCUMULATION OF SICK LEAVE

Full time employees shall accumulate sick leave credits at the rate of one (1) day for each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days during any one calendar year. Employees may accumulate unused sick leave credits up to a maximum of one hundred eighty (180) working days.

SECTION 21.5 - USE OF SICK LEAVE

An employee on paid sick leave shall have one (1) day of sick leave credit cancelled for each day he would have worked during the normal work

week. Any absence for a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionally in any amount not smaller than one quarter ($\frac{1}{4}$) of a day. Employees will be paid at the rate they would have earned on that particular day, exclusive of overtime.

SECTION 21.6 - CALCULATION OF CREDITS

Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until he has completed six months probationary period. Upon the successful completion of the six month period, a new employee shall have a bank of six (6) days.

SECTION 21.7 - PROPER REASON FOR SICK LEAVE

Sick leave may be taken for any one of the following reasons and is to be considered as a matter of grace rather than a matter of right:

1. Any illness an employee may contract, or any exposure to contagious disease he may experience in which the health of others would be endangered by his attendance on duty.
2. Absence to the extent of four (4) days due to the death of a wife, husband, child, brother, sister, or parent or related member of his immediate household.
3. Any non-duty connected disability an employee may sustain, (but this does not include an injury that may be sustained while being temporarily in the employ of another during his off time, or such injury that may be sustained as a result of a conviction of the violation of any ordinance law.

SECTION 21.8

Sick leave may be also used for the following purposes, providing the use is within reason and the privilege not abused.

1. For illness or injury in the employee's immediate family which necessitates an employee's absence from work ("Immediate family" in such case shall include any persons for whose financial or physical care he is principally responsible).

2. For attendance at the funeral of a close friend or relative.
3. For an appointment with a doctor or dentist to the extent of time required to keep such appointment, but only when it has been shown that it is not possible to arrange such appointments for non-duty hours. The employee's absence for injury or illness to his immediate family shall be granted where he is required to be at the bedside of one of the immediate family or to make arrangements for hiring a babysitter or housekeeper, but not to exceed two days of sick leave. Extensions over two days for extenuating circumstances may be granted if approved in advance by the Department Head and the City Manager. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal.

SECTION 21.9 - WORKER'S COMPENSATION

Employees of the Muskegon Heights Police Department shall be covered by all applicable Worker's Compensation laws. In the event of injury or illness for which an employee is eligible for Worker's Compensation benefits, the employer shall pay to the employee an amount of money sufficient to make up the difference between Worker's Compensation and the employee's regular rate of pay. The employer shall provide this supplement for a period not to exceed thirteen (13) weeks provided, however, that the employer in its discretion may extend the supplement for an additional thirteen (13) week period.

The supplement, as provided herein, is subject to the following limitations:

1. As the result of being shot, stabbed or slashed or other cases in which there is an actual or attempted assault on the officer.
2. As the result of a traffic accident.
3. As the result of pursuing a suspect.
4. While engaged in crowd control.

Benefits from this section may be limited or disallowed if the injury has taken place as the result of improper action by the officer in the performance of his duties or the injury cannot be substantiated by the attending physician.

SECTION 21.10 - PROOF OF ILLNESS

A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, before compensation for the period will be allowed.

SECTION 21.11 - RETENTION OF CREDITS

Sick leave accruals shall be retained by an employee in each of the following cases:

An employee who has been granted leave with pay,

An employee who transfers from one classification or Department to another,

A full time classified employee who is recalled from a layoff.

SECTION 21.12 - EXTENSION OF SICK LEAVE

In the event of a confining illness and provided the sick leave and vacation leave accumulations, excluding the following years accrued vacation have been exhausted, requests for use of anticipated sick leave which have been recommended by the Department Head and approved by the City Manager shall be submitted to the City Council for their disposition. The City Council will use its own discretion, and will study and evaluate the employee's personnel record, past performance and present circumstances. If in their opinion the employment record warrants and if they feel it to be in the best interests of the City, the City Council may decide to authorize an extension of sick leave up to a maximum of 130 working days (equal to 26 weeks or six (6) months). The City Council may limit this extension of sick leave to twelve (12) days for each prior year of the employee's service with the City. Sick leave extensions granted by Council and actually used by the employee shall be charged against the employee's record, and repaid with sick leave credits earned when the employee returns to work. An employee terminating employment immediately following the use

of a sick leave extension of within six (6) months after returning to work will not be paid for accrued vacation time. No vacation leave will be allowed during the first three (3) months after returning to work. With the approval of the City Manager an employee may use his accrued vacation time as sick leave if all sick leave, sick leave extensions, and current vacation leave have been used.

SECTION 21.13 - NO ACCRUAL DURING LEAVE OF ABSENCE

A medical leave of absence may be granted for up to one (1) year by the City Manager upon proper recommendation from the employee's physician. This one year may be extended if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during a medical leave of absence.

SECTION 21.14 - FUNERAL LEAVE

Any employee qualified under Section 7 to attend a funeral of those persons listed, shall not be charged for three days of the four days allowed against their sick leave. In the event the employee takes four days, only one day shall be charged against their sick leave. The other three days shall not be.

SECTION 22.1 - HOSPITALIZATION INSURANCE

Hospitalization insurance carried by the City is Blue Cross-Blue Shield, Michigan Hospital Service, including Master Medical Coverage, Option IV. Effective July 1, 1979, the Employer shall provide the \$2.00 Co-pay prescription rider.

The City shall pay full premium for employees and dependents of employees, if any. Retirees are eligible for City-paid hospitalization coverage.

SECTION 23.1 - LONGEVITY

The longevity plan will pay regular full time employee 2% of their annual compensation (based on normal work-week) for each five (5) years of continuous service. The maximum payment is 10% after 25 years of service. Payments will be made semi-annually. If an employee has completed five (5) years (or multiple thereof) of continuous service by January 1 or July 1, he is eligible for longevity pay based on his length of service and annual compensation on that date. Employee hired after July 1, 1980, shall receive longevity compensation based on a maximum salary of \$10,000.

The percentage plan is as follows:

| | |
|------------------------|-------------|
| Five (5) years | 2% |
| Ten (10) years | 4% |
| Fifteen (15) years | 6% |
| Twenty (20) years | 8% |
| Twenty-five (25) years | 10% maximum |

Longevity will be paid to employees with five (5) or more years of service who are terminating their service to the City, based on their percentage and pro-rated for the time worked from their date of eligibility to the date of termination, including terminal vacation time, but NOT TO INCLUDE TERMINAL SICK PAY BENEFIT.

SECTION 24.1 - MINIMUM COURT TIME AND PAY

Any police officer, who in the line of duty must appear in Court outside of his regularly scheduled work hours in a duty case, shall be paid a minimum of two (2) hours pay at the rate of time and one-half. If he is required to remain in Court for more than two (2) hours, he shall be paid for all such hours at the rate of time and one-half(1½). All witness fees paid to a police officer are to be turned in to the City, irrespective of whether his appearance is during on-duty or off-duty hours. No payment will be made under this provision if the officer is on sick leave or is being paid Worker's Compensation.

SECTION 25.1 - RETIREMENT

Employees will be required to retire upon reaching the age of 65. The City Council, however, only by its own action, may extend the employment of an individual for one year or not to exceed two years, if it is felt to be urgently required in the City's best interests.

Employees are covered under the Michigan State Employees' Retirement System Plan B-2 waiving the 47-F Rider.

Effective October 1, 1975, employees are eligible for coverage under Plan B2 M.M.E.R.S. waiving the reduction in retirement allowance for members who retire prior to age 60 as provided in Section 37-F, for members who retire after having attained age 55 with 25 or more years of credited service. Effective July 1, 1974, employees are eligible for coverage under Plan E-2 of M.M.E.R.S.

1. Employees under Plan B-2 contribute 5% of their annual compensation.
2. The additional amount needed to finance the employees' retirement system is determined actuarially each year and is appropriated by the City as the City's contributions.

Qualification for deferred retirement: This can be granted an employee at the age of 60 who has not withdrawn from the plan and if he has had at least 10 years of service with the City.

SECTION 25.2 - DISABILITY RETIREMENT

This can be granted at any age if the employee has at least ten years of service. However, if the disability is work-connected, retirement benefits will be granted at any age and with no minimum length of service required. If the employee has less than ten years of service, the benefits would be based on ten years.

Life Insurance: Upon Retirement from the City the employee shall be entitled to have a \$2,000 group life insurance policy, the premium of which shall be paid by the City.

In order to be eligible for this insurance the employee must go directly from active service to retirement, either regular retirement or combined disability retirement.

In the event the employee is ineligible to receive retirement benefits immediately upon leaving active service he shall be ineligible for this life insurance policy at any time in the future.

SECTION 26.1 - UNIFORM AND CLEANING ALLOWANCE

Effective July 1, 1979, the City will pay \$250 annually to be used for clothing purchases and/or dry cleaning. Effective July 1, 1980, said amount shall be increased to \$300 and effective July 1, 1981, said amount shall be increased to \$350.

SECTION 26.2

The City, in addition, will furnish handcuffs, flashlights, clip boards or other leather folders, badge, night stick and holder, ammunition, safety helmet, identification cards, flashlight bulbs and batteries. All items of uniform must be approved by the Department Head. The City's regular purchasing procedure will be followed.

SECTION 26.3

The City will pay for repairs to clothing damaged in the line of duty if claims are reasonable.

SECTION 27.1 - SAFETY AND EQUIPMENT

The Employer is required to keep all equipment assigned to the Bargaining Unit in safe operating condition. The Employer will not assign any unsafe equipment to its employees. Any equipment reported unsafe to the City will be checked out prior to such equipment being reissued, and certified as being safe by the City.

SECTION 27.2

The Employer shall supply necessary equipment as determined by the Chief of Police so that the employee may perform his job as a law enforcement officer. Such equipment shall not include a service revolver, but shall include fresh ammunition, handcuffs, all leather goods, flashlights, clip boards, badges and other equipment listed under the clothing allowance. Second-chance vests, shotguns, shotgun racks, shall be purchased by the department in such quantities as determined by the Chief of Police. The issuance of second-chance vests, shotguns, and shotgun racks shall be at the discretion of and according to the policy of the Chief of Police.

The equipment listed above to be supplied by the City would take care of the equipment needed for each patrolman. Any additional equipment which will be purchased by the City, such as vest, shotguns, and racks can best be determined as the quantity initiated by the Chief of Police according to his policies and procedures.

SECTION 28.1 - TARGET RANGE

Employers shall make firing ranges and ammunition available to the employees for target shooting and the employee shall qualify with their service revolvers a minimum of four (4) times yearly.

SECTION 29.1 - POSITION CLASSIFICATION PLAN AND COMPENSATION PLAN

The official Position Classification Plan of the City shall be as provided by the title of classes shown in the currently approved schedule (adopted April 13, 1964), and may be amended by only the City Council. The title of all full time and part time job classifications in effect are as shown by groups in Appendix "A" to this contract.

The Compensation Plan shall be as adopted by the City Council. The Compensation Plan shall be correlated with the Position Classification

Plan and shall provide a rate or range of pay for each class, as scheduled in Appendix "A".

The Compensation Plan shall provide a range of pay for all positions over a two or three year period as follows:

1. All new employees will have a pay range which provides for six increments at six month intervals, with the maximum being reached after three years.
2. Employees who are promoted from one Classification to another will reach the maximum in their new pay range after a two year period; this shall consist of four increments at six month intervals. Employees who may be promoted within the first year of employment, will not receive maximum pay in less than three (3) years. Increments are not automatic but are based on merit and require the recommendation of the Department Head and the approval of the City Manager on standard forms provided for the purpose.

Request for changes in either the Position Classification Plan or the Compensation Plan shall be submitted to the City Council for their consideration and shall include the recommendation of the Department Head and the City Manager.

SECTION 30.1 - MATERNITY LEAVE

An employee who becomes pregnant shall be entitled to a maternity leave without pay. Such leave may commence at any time after her physician has confirmed pregnancy, but no later than the fourth (4th) month. Upon confirmation of pregnancy the employee shall give notice to her supervisor not later than the end of the third (3rd) month of pregnancy. Permission to continue working beyond the fourth (4th) month of gestation may be granted upon request of the employee, with written recommendation of the employee's attending physician.

An employee on such leave status may, with written approval of her physician, return to work after termination of pregnancy. A maternity leave shall end three (3) months following termination of pregnancy. Return to work during this three (3) months shall be defined as return to

position from which the maternity leave was taken. After expiration of maternity leave, an employee may apply for an additional nine (9) months leave without pay. Such leave request shall be granted provided it is recommended in writing by the attending physician. Employees applying for reinstatement to the service prior to the expiration of said leave shall be placed at the top of the list to fill the first open position of any classification they previously held, and shall remain on this list for a period of one (1) year following expiration of said leave. In the event of two (2) or more employees falling within the above conditions, or where positioning on a lay-off list is encountered by an employee on pregnancy leave, seniority of the employees involved shall control in determining position of such hiring lists. Employees returning to work following a pregnancy leave must make application to the Personnel Office so that arrangements for a re-employment physical examination can be made.

Vacations, holidays, and sick leave and other fringe benefits shall not accumulate during such leave. However, a maternity leave will not be considered an interruption of continuous service for the purpose of eligibility for benefits after return to work and the employee shall retain any benefit accrued up to the date of the maternity leave.

A maternity leave shall not be considered as sick leave under the sick leave policy.

SECTION 30.2 - PERSONAL LEAVE OF ABSENCE

An employee who has at least one year of seniority may request a personal leave of absence as distinguished from a sick leave or maternity leave. Such leave may not be requested for the purpose of seeking employment elsewhere. The employee shall submit his request through his immediate superior, stating the reason for his request and the approximate length of time he expects to be away. He will be granted or denied his leave of absence in

writing within sixty (60) calendar days of his request.

The City shall be the sole judge of the propriety of such request, and may grant, modify it or deny it, as it may see fit. The granting of such request or requests and the reason(s) thereof shall not be construed as a precedent.

An employee on leave of absence will retain his seniority, but shall not accumulate any additional seniority during such absence, nor will he be entitled to any fringe benefits such as insurance, vacation pay, holiday pay, sick leave credits, pension credits, longevity pay credits, step increase credits, or any other benefits or credits during such leave. Except for the continuation of his seniority, he will not be considered an employee during his leave of absence. If he fails to return promptly upon the expiration of his leave, he will be terminated forthwith.

This clause is not subject to the grievance procedure.

SECTION 31.1 - WORK PERIODS

Work periods, schedules, or shifts are established by the City Manager and may be revised from time to time in the City's interest. Forty (40) hours per week shall be the average work-week.

All members shall be allowed to select their shifts not less than twice a year nor more than four (4) times a year on a seniority basis. The City shall not institute shift preference selection more than four (4) times in a fiscal year.

Regular work shifts and their starting and quitting times shall be established and instituted within thirty (30) calendar days after the execution of this Agreement. Any subsequent change in such shifts, or their starting and quitting times shall not be put into effect until seven (7) calendar days after notice of such change is made in writing to the Union.

SECTION 32.1 - OVERTIME

Employees shall receive time and one-half pay for all time worked over an average of forty (40) hours per week or time worked over eight (8) hours per day.

SECTION 32.2 - MINIMUM CALL BACK TIME AND PAY

If an employee is called back to work he shall receive a minimum of two hours at time and one-half even though he worked less than two hours.

SECTION 33.1 - MILITARY DUTIES AND OBLIGATIONS

The City will cooperate with and support its employees in meeting their military duties and reserve obligations. The City will hire and promote members of the Military Reserve on an equal basis with individuals who have no military obligations.

Every employee who leaves his employment with the City for active duty or service in the Reserves will retain his job security and his chance for future advancement. Every employee who leaves for Active Duty will continue to be an employee of the City. The City will grant an employee a leave of absence to perform his initial period of Active Duty of not less than three (3) consecutive months.

The City will grant an employee a leave of absence for his annual two weeks training period.

The City will grant an employee a leave of absence for the purpose of attending special courses of instruction, schools and other Reserve training covered by Federal Statutes.

The City will permit the employee to return to this job with such seniority, status, pay, and vacation as he would have had if he were not absent for training with the Reserve. However, if the employee is absent during his six month probationary period, his semi-annual recommendation

for increment will be delayed by the length of such leave of absence.

An employee must request a leave of absence from the City for any training duty which will require absence from work; this must be submitted in a letter form to the City Manager and endorsed by the Department Head.

An employee must keep the Department Head informed as to his scheduled weekly and weekend drills to avoid possible interference with City work schedules.

An employee must report for work immediately following completion of his annual training, with allowance for travel time from the training site to the City. Length of travel time beyond the actual duty period must be approved by the City.

The reservist who completes his initial period of not less than three (3) consecutive months of Active Duty has thirty-one (31) days in which to apply for return to his City employment.

SECTION 34.1 - VETERANS' RE-EMPLOYMENT RIGHTS BY FEDERAL LAW

The following ex-servicemen have statutory re-employment rights:

1. Persons inducted for military training and service in the Armed Forces of the United States.
2. Persons who enlist in the Armed Forces of the United States.
3. Members of any reserve component who enter upon active duty for training and service in the Armed Forces of the United States.
4. Members of the National Guard who enter upon active duty in the Armed Forces of the United States for training and service. (Service with State National Guards is not covered by the Federal Re-employment Statutes.)
5. Reserve Officers of the United States Public Health Service who are called to active duty with the Armed Forces of the United States.

An ex-serviceman is entitled to statutory re-employment rights under the following conditions:

1. If the position with the City was other than a temporary or part time position.
2. If he serves for not more than four (4) years or as soon after the expiration of four (4) years as he is able to obtain a release from Active Duty.
3. If he satisfactorily completes his training or service period and receives a Certificate to that effect.
4. If he is still qualified to perform the duties of the position.
5. If he applies for re-employment within ninety days (90) after release.

SECTION 35.0 - CREDIT UNION

The Employer shall provide payroll deduction, at no cost to the Employee for use of a Credit Union.

DURATION AND RENEWAL

Section 1 - Effective Dates: This Agreement shall be binding upon the parties hereto and their successors. The terms of this Agreement shall remain in full force and effect to and including the last day of June, 1982, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authoirzed representatives on the 5th day of August, 1980.

CITY OF MUSKEGON HEIGHTS

TEAMSTERS LOCAL 214

Kenneth E. Heineman
Kenneth E. Heineman, MAYOR

E. A. Cisneros
E. A. Cisneros, City Clerk

James A. Stibitz, Jr.
James A. Stibitz, Jr.
Finance Director

Joseph Valenti

Harry L. Evans

APPENDIX "A"

COMPENSATION PLAN

Effective: July 1, 1979

| | |
|-----------|----------|
| 36 Months | \$17,816 |
| 30 Months | \$17,716 |
| 24 Months | \$17,616 |
| 18 Months | \$17,516 |
| 12 Months | \$17,416 |
| 6 Months | \$17,316 |
| Start | \$17,216 |

Effective: July 1, 1980

| | |
|-----------|----------|
| 36 Months | \$19,152 |
| 30 Months | \$19,062 |
| 24 Months | \$18,952 |
| 18 Months | \$18,852 |
| 12 Months | \$18,752 |
| 6 Months | \$18,652 |
| Start | \$18,552 |

Effective: July 1, 1981

| | |
|-----------|----------|
| 36 Months | \$20,588 |
| 30 Months | \$20,488 |
| 24 Months | \$20,388 |
| 18 Months | \$20,288 |
| 12 Months | \$20,188 |
| 6 Months | \$20,088 |
| Start | \$19,998 |

-
- A) Patrolmen assigned to the Detective Bureau will be designated as Investigators.
 - B) While a patrolman is assigned to the Detective Bureau as an investigator his annual salary shall be increased by \$350.00.
 - C) Patrolmen assigned to the Detective Bureau shall continue to receive a uniform and cleaning allowance.
 - D) Detective uniform and cleaning allowances shall be paid semi-annually on or during the first week of July and on or during the first week of January.
 - E) While a patrolman is assigned to the Detective Bureau he shall receive any balance remaining as a credit in his uniform allowance in the form of a cash uniform allowance payable monthly and divided in equal payments over the remainder of the fiscal year.
 - F) When an investigator is reassigned to be a patrolman, if he has any amount remaining in the uniform allowance after deduction of the amounts paid to him when assigned to the Detective Bureau, this amount may be used as it was prior to the assignment to the Detective Bureau.

CHECK-OFF AUTHORIZATION AND ASSIGNMENT FORM

APPENDIX "B"

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL No. 214

2801 Trumbull Ave. 48216

(313) 962-7729

Book No.

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT NAME DATE OF BIRTH

HOME ADDRESS CITY ZIP

WHERE EMPLOYED DATE EMPLOYED

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H. of A., hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues where made with my knowledge and consent; and I do hereby ratify, authorize and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No.



Date..... Signature.....

APPENDIX "C"

POSITION CLASSIFICATION

1. Every patrolman, in carrying out the functions of the Department, namely the preservation of the public peace, the protection of life and property, the prevention of crime, and the proper enforcement of all laws and ordinances of which the Department takes cognizance, shall constantly direct his best efforts to accomplish these ends, intelligently and efficiently, and shall hold himself in readiness at all times to answer the calls and obey the orders of his superiors: Every patrolman shall be called to strict accountability for the good order of the beat or post to which he may be assigned and shall have such hours of duty as may be prescribed by the Chief of Police.
2. A patrolman, unless otherwise directed, shall be present at the daily roll calls punctually at the specified time and place, properly uniformed and equipped, and shall give careful attention to dispatches, orders and instructions read or issued by his superior officers. If absent without leave, he shall be reported to the Chief of Police
3. A patrolman, when assigned to a beat, shall faithfully, diligently, constantly, and continually patrol every part to the limits thereof until the expiration of his tour of duty. He must not sit, lounge, or loaf. When required to interrupt his regular patrol to give attention to any complaint, call for assistance, arrest of an offender, or other police emergency, he shall attend to such duty with business-like dispatch and without the unnecessary loss of time resume the patrol of his beat in the regular manner.
4. It shall be the duty of a patrolman to report to the desk officer or other Commanding Officer all crimes, suicides, fires, accidents, breaches of peace, complaints of citizens and all other important happenings coming to his attention upon his beat or elsewhere whether on or off duty.
5. A patrolman shall give his assistance for the protection of persons and property and the enforcement of law even off his beat in any case requiring immediate attention, but he shall return to his own beat as soon as possible.
6. A patrolman shall carefully inspect every part of his beat as often as possible and by his vigilance and activity render it difficult for anyone to commit crime therein. He must, to the utmost of his power, prevent the commission of assaults, breaches of the peace, and all other offenses about to be committed.
7. A patrolman shall at night and during the time that business houses are closed, exercise the greatest vigilance, frequently examining and trying accessible doors and windows of business and public places on his beat; investigating all suspicious circumstances which present themselves. He shall from time to time examine in like manner all dwellings on the closed house list on his beat. If any windows or doors are found broken, open, or unsecured, the fact shall be promptly reported to the desk officer, and the owner notified, when possible.

8. A patrolman shall strictly note the conduct of all suspicious persons and all persons of known bad character, and make such observations as will enable recognition of them at any time. He shall particularly note their movements, habits, associations, and the premises they enter or frequent. He shall learn their names, residences, occupations, and keep a record of the same and report to his commanding officer all information he may obtain.

9. A patrolman shall furnish such information or render such aid to all persons when requested by any person as is consistent with his duties.

10. A patrolman shall note and investigate, especially during the night time, all vehicles, the drivers or occupants of which in any manner excite suspicion. He shall take such immediate action as he deems necessary and report the facts to the desk officer. He shall pay particular attention to motor vehicles of all kinds, observing their numbers, and constantly watch for such as may have been stolen, or which may have been used in the commission of crime, or are not properly licensed or legally equipped.

11. A patrolman shall inform himself as to houses or buildings on his beat in which violations of the law are believed to exist and shall take necessary police action, and if uncertain as to how to proceed, shall report the facts to a superior officer.

12. A patrolman shall familiarize himself with the locations of fire and police signal boxes and all telephones on his beat available for his use. A patrolman on foot patrol, during his hours of duty, shall report to the police telephone operator from patrol signal boxes every hour, or at such times and places as may be prescribed and designated by his division commander. This, place, should not prevent a patrolman from remaining at any particular place for any length of time if his presence is required on legitimate and necessary police business.

13. A patrolman shall, when any disturbance occurs within his beat or in the vicinity thereof, instantly proceed to the spot and use his best efforts to restore peace and order. If any person shall have committed a crime, or by loud outcries or otherwise persist in disturbing the peace, the person offending shall be taken into custody and conveyed to Police Headquarters.

14. A patrolman shall not leave his beat, except for some police or other proper necessity. If required to absent himself from his beat, he shall as soon as circumstances permit, communicate with his Commanding Officer the fact of leaving his beat and the reason therefor. Upon his return, he shall exercise extraordinary vigilance in determining whether any circumstances have occurred requiring police attention.

15. A patrolman on a beat shall see that the sidewalks and street corners are not obstructed by persons loitering thereon. Whenever three or more persons obstruct any street, sidewalk, or public place in violation of State Statute or City Ordinance, it shall be the duty of the patrolman on complaint or at the request of his commanding officer to courteously request them to move on; and, if such persons unreasonably persist in remaining so as to discommode other pedestrians, the patrolman shall take them to Police Headquarters.

16. A patrolman shall not have in his possession, without the knowledge and consent of his commanding officer, a key to any premises upon or near his beat.

17. A patrolman, when on patrol duty, shall not enter any house, building, or place of business or amusement, except when necessity requires or in the strict discharge of his duty; a patrolman, however, shall be permitted to suspend patrol for the purpose of eating; but only for such time as is reasonable and actually necessary therefor, which shall be regulated and arranged by his commanding officer.

18. A patrolman, when on patrol duty shall not carry on lengthy conversations with patrolmen or with other persons unless it is for the purpose of communicating or receiving information pertaining to police duties.

19. A patrolman shall make himself thoroughly familiar with the City, including the routes of bus lines, location of streets, public buildings, and places, hospitals, courts, transportation offices and depots, prominent office and other buildings, important industrial plants, highways, and the location of City, County, State, and Federal officials and such other knowledge pertaining to the Government of the City and County and institutions thereof as will enable him to give intelligent and helpful information and assistance when requested.

20. A patrolman shall note and report immediately to his commanding officer, all incidents and conditions coming under observation on his beat, such as dangerous buildings, street and traffic lights out, traffic signs and other devices removed or damaged, public property which may be found defective or broken (drain pumps, fire plugs, sewers, water pipes) broken and dangerous trees, dangerous holes or obstructions in sidewalks, roadways, and parks; and shall immediately take such measures as will protect the public interests until the conditions have been properly corrected.

21. A patrolman may seek and shall receive from his superior officers any advice, counsel, and guidance necessary to the proper performance of his duty. In the proper performance of his duty each patrolman shall receive the fullest cooperation and backing of his superior officers and the Department as a whole.

APPENDIX "D"

MUSKEGON HEIGHTS PROMOTIONAL PROCEDURE

The Promotional Procedure as Awarded by Arbitrator Nickolas George is contained on pages 70 - 104 of the Arbitration proceedings transcript.

This Procedure provides the vehicle for advancement from the position of Patrolman to that of Sergeant. The Award provides for a two (2) part Promotional Procedure with related criteria which are listed below.

1. A written and an oral examination shall be given to fill vacancies in the classification of Sergeant.
2. The written examination shall be as supplied by the State of Michigan Civil Service.
3. Candidates must receive a minimum score of 68% from a possible 100% in order to pass.
4. Candidates who are unsuccessful on the written test will not be eligible to proceed to the oral examination.
5. Vacancies in the classification of Sergeant shall be posted ten (10) days before testing.
6. Patrolmen desiring to take the written examination shall make such request in writing.
7. Patrolmen having attained five (5) years service on any Police Department but employed by the Muskegon Heights Police Department are eligible to write the examination.
8. The oral Board shall be comprised of three (3) individuals from outside the Muskegon Heights Police Department. They shall be:
 - a. A Chief of Police
 - b. A business person
 - c. A Personnel Director
9. The oral Board will determine the three (3) top ranked candidates and indicate same to the Chief of Police.
10. The Chief shall make the final selection from the top three (3) candidates.