

TABLE OF CONTENTS

	AGREEMENT.....	1
ARTICLE I	<u>PURPOSE AND INTENT</u>	
Section 1	Purpose.....	1
Section 2	Intent.....	1
ARTICLE II	<u>DEFINITIONS</u>	
Section 1	Definitions.....	1
ARTICLE III	<u>RECOGNITION</u>	
Section 1	Association Recognition.....	2
ARTICLE IV	<u>ASSOCIATION SECURITY</u>	
Section 1	Security.....	2
Section 2	Dues Check-Off.....	2
Section 3	Association Membership.....	4
Section 4	Save Harmless.....	4
Section 5	Check-Off Form.....	4
Section 6	Bargaining Team.....	4
Section 7	Affirmation of Responsibilities.....	4
ARTICLE V	<u>MANAGEMENT SECURITY</u>	
Section 1	Management Rights.....	4
Section 2	Management Security.....	5
Section 3	Management and Supervisory Responsibilities.....	5
Section 4	Management's Bargaining Team.....	5
ARTICLE VI	<u>NON-DISCRIMINATION</u>	
Section 1	Non-Discrimination.....	5
ARTICLE VII	<u>SPECIAL CONFERENCES</u>	
Section 1	Meetings and Conferences.....	5
Section 2	Association Representatives.....	6
Section 3	Written Notice.....	6
Section 4	Time and Place.....	6
Section 5	Pre Meeting.....	6
Section 6	Compensation.....	6
ARTICLE VIII	<u>JOB POSTING AND BIDDING</u>	
Section 1	Vacancies.....	6
Section 2	New Positions.....	7
ARTICLE IX	<u>WORK HOURS</u>	
Section 1	Definitions.....	7

Kenton Harbor, City of

Section 2	Hours.....7
Section 3	Lunch and Breaks.....7
ARTICLE X	<u>SALARIES AND WAGES</u>
Section 1	Salary Schedules.....7
ARTICLE XI	<u>OVERTIME WORK AND COMPENSATION</u>
Section 1	Overtime Administration.....7
Section 2	Call-Back.....8
Section 3	Payment For Court Appearance..8
Section 4	Time Allowed.....8
Section 5	Required Attendance At Departmental Meetings.....9
ARTICLE XII	<u>FRINGE BENEFITS</u>
Section 1	Insurance Protection.....9
Section 2	Vacation.....11
Section 3	Holidays.....14
Section 4	Sick Leave.....16
Section 5	Longevity Compensation.....18
Section 6	Pension.....19
Section 7	Education Achievement Recognition.....19
ARTICLE XIII	<u>LEAVES OF ABSENCE</u>
Section 1	Worker's Compensation/Disability Leave.....20
Section 2	Medical Leave of Absence.....20
Section 3	Military Leave.....21
Section 4	Leave Without Pay.....21
Section 5	Leave to Attend Union Affairs..22
Section 6	Official Duty Leave for Attending Seminars, Conferences, Sessions, etc.....22
ARTICLE XIV	<u>DISCIPLINE AND DISCHARGE</u>
Section 1	Investigation Procedure.....23
ARTICLE XV	<u>GRIEVANCE PROCEDURE</u>
Section 1	Purpose.....24
Section 2	Definition of Grievance.....24
Section 3	Grievances.....24
Section 4	Informal Complaint Procedure..27
Section 5	General Provisions.....27
ARTICLE XVI	<u>SENIORITY</u>
Section 1	Transfers.....28
Section 2	Loss of Seniority.....28
Section 3	Lay Off and Recall.....28

ARTICLE XVII	<u>COMPUTING FINAL COMPENSATION</u>	
Section 1	Payment and Method of Computing Final Compensation Following Termination or Retirement of a ASSOCIATION MEMBER from the CITY Service.....	28
Section 2	Payment of Final Compensation Following Death of an ASSOCIATION MEMBER.....	28
ARTICLE XVIII	<u>MISCELLANEOUS</u>	
Section 1	Copies of Agreement.....	29
Section 2	Bulletin Board.....	29
Section 3	Mileage for Use of Private-Owned Vehicle.....	29
Section 4	Uniforms.....	29
Section 5	Summer Jackets.....	30
Section 6	Off-Duty Complaints.....	30
Section 7	Civil Service.....	30
ARTICLE XIX	<u>SEPARABILITY</u>	
Section 1	Separability.....	30
ARTICLE XX	<u>DURATION</u>	
	30

A G R E E M E N T

This AGREEMENT, effective the _____ day of _____, 19____ by and between the CITY OF BENTON HARBOR, hereinafter referred to as the CITY and the LIEUTENANTS, AND SERGEANTS ASSOCIATION, represented by the FRATERNAL ORDER OF POLICE, State Lodge of Michigan Labor Council, hereinafter referred to as the ASSOCIATION.

ARTICLE I - PURPOSE AND INTENT

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

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

ARTICLE II - DEFINITIONS

Section 1. Definitions. Both parties agree to the following Definitions.

1. AGREEMENT shall be defined as the written Contract between the City of Benton Harbor and the Benton Harbor Lieutenants and Sergeants Association.
2. ASSOCIATION shall be defined as the body comprised of all Benton Harbor Lieutenants and Sergeants.
3. DIRECTOR shall be defined as the employee designated by the City Manager of Benton Harbor as department head of the Benton Harbor Police Department.
4. The CITY shall be defined as the City of Benton Harbor.
5. DEPARTMENT shall be defined as the Benton Harbor

Police Department.

6. EMPLOYER shall be defined as the City of Benton Harbor.
7. MEMBER shall be defined as ASSOCIATION Member.
8. POLICE HEADQUARTERS shall be defined as the Benton Harbor Police Station, or any such designated place of temporary operational situations.
9. ASSOCIATION MEMBERS shall be defined as all Lieutenants and Sergeants employed by the Benton Harbor Police Department.
10. "SHALL and MAY" Shall is mandatory and May is permissive.
11. ALL OTHER DEFINITIONS shall be defined the same as in Webster's dictionary and will be provided within the respective Article and Section.

ARTICLE III - RECOGNITION

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

ARTICLE IV - ASSOCIATION SECURITY

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

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

- (a) The ASSOCIATION shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any

interpretation thereof.

- (b) All check-off authorization forms shall be filed with the City's Finance Department, which shall return any incomplete or incorrectly completed forms to the ASSOCIATION'S treasurer, and no check-offs shall be made until such deficiency has been corrected. Authorization shall become effective the month following receipt of the form by the CITY.
- (c) The CITY shall check-off only those obligations which come due at the time of the check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated check-off deduction by direct payment to the UNION, said refunds shall be the responsibility of the Union. Deductions will be made from the payroll ending nearest the mid-month for the current ASSOCIATION dues and will be remitted to the ASSOCIATION at the time the payroll checks for that period are issued.
- (d) The CITY'S remittance will be deemed correct if the Union does not give notice, in writing, to the CITY'S treasurer within fifteen (15) working days after the remittance is sent, of its belief, with reasons stated therefore, that the remittance is not correct.
- (e) The CITY shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which in any way conflicts with the agreed upon provisions of dues check-off or with any other organization which in any way conflicts with the provisions hereof.
- (f) The ASSOCIATION shall provide at least thirty (30) days written notice to the CITY of the amount of the ASSOCIATION dues to be deducted from the wages of employees, in accordance with this section. Any change in the amounts determined will also be provided to the CITY at least thirty (30) day prior to its implementation.
- (g) The CITY shall not be responsible for collection of ASSOCIATION dues while an employee is on a leave of absence, lay-off, or after an employee's employment relationship with the Employer has been terminated.

Section 3. ASSOCIATION Membership. As a condition of continued employment, all present employees covered by this Agreement shall, within thirty-one (31) days after its effective date, become and remain

members in good standing of the F.O.P. State Lodge of Michigan Labor Council, or cause to be paid to the F.O.P. State Lodge of Michigan Labor Council a representation fee equivalent to the amount uniformly required of members of the F.O.P. State Lodge of Michigan Labor Council. All employees covered by the Agreement who are hired, advanced or promoted into this Bargaining Unit, after the effective date thereof, shall, within thirty-one (31) days after the date of hiring, promotion, or advancement become and remain members in good standing of the F.O.P. State Lodge of Michigan Labor Council and pay a representation fee in an amount uniformly required of members of the F.O.P. State Lodge of Michigan Labor Council.

Section 4. Save Harmless. The ASSOCIATION agrees to defend, indemnify and save the CITY harmless against any and all suits, claims or other forms of liability arising out of the deduction from any employee's pay of ASSOCIATION dues, or in reliance on any list, notice, certification or authorization furnished under this section. The ASSOCIATION assumes full responsibility for the disposition of deductions so made once they have been sent to the ASSOCIATION.

Section 5. Check-Off Form. The ASSOCIATION shall exclusively use the following check-off authorization form:

DUES CHECKOFF CARD

6135 TELEGRAPH -- Suite 395
48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$_____ per month, or an amount authorized in writing by our local unit President and/or Treasurer to the Treasurer of the Local Unit of Government.

The amount deducted for the labor fee shall be paid to the State Lodge of Michigan, Fraternal Order of Police Labor Council, located ~~at 48010~~
~~at 48010~~ Mt. Top Mile Rd. Suite 101, Southfield, MI 48075, 5635
Telegraph -- Suite 395, Birmingham, MI 48010

(Print) Last Name	First Name	Middle Initial
Address	City	State Zip
Social Security Number	Signature	Date

Section 6. Bargaining Team. ASSOCIATION Members within the bargaining unit shall be represented by two (2) elected members from within the ASSOCIATION. Immediately following the selection of the ASSOCIATION'S Bargaining Team, the CITY shall be furnished with a list of the names of the Bargaining Team members. Such Bargaining Team members shall suffer no loss of pay for time necessarily lost from the

regularly scheduled working hours while engaged in bargaining activities. The Bargaining Team members shall request permission from the immediate supervisor when it is necessary to leave an assignment for bargaining purposes. Such permission shall be granted unless, in the judgment of the supervisor, the member cannot be spared from work until the urgent aspects of the assignment are completed, in which event permission shall be granted upon completion of the urgent aspects of the assignment. The Bargaining Unit may have present legal and/or ASSOCIATION advisors.

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

ARTICLE V - MANAGEMENT SECURITY

Section 1. Management Rights. It is agreed that except as specifically delegated, abridge, granted or modified by this Agreement, all of the rights, powers, and authority the CITY had prior to the signing of this Agreement are retained by the CITY and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures.

Section 2. Management Security. Neither the Union, its officers or agents, not any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass abseteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Section 3. Management and Supervisory Responsibilities. It is the position of the CITY that Police Lieutenants and Sergeants are the management core of the Police Department and as such they should be accorded added responsibilities and additional compensation.

Section 4. Management's Bargaining Team. The City Manager will identify and designate any and all members who will serve as the CITY'S Bargaining Team, in writing and any changes, thereof.

ARTICLE VI - NON-DISCRIMINATION

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

ARTICLE VII - SPECIAL CONFERENCES

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

Section 2. Association Representatives. The ASSOCIATION shall be represented at special conferences by one (1) ASSOCIATION Member from Patrol Division, one (1) ASSOCIATION Member from the negotiating team representing the Bargaining Unit, or their alternates. All representative(s) and their alternates shall be elected by each of the above described groups of ASSOCIATION Members in an election to be conducted by the respective units during time set aside by permission of the shift commander. The CITY shall be represented by the Public Safety Director.

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

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

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

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

ARTICLE VIII - JOB POSTING AND BIDDING

Section 1. Vacancies. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs, provided the position is

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

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

ARTICLE IX - WORK HOURS

Section 1. Definitions. A Work Day shall be defined as one tour of duty (shift) consisting of eight (8) hours. Hourly Rate of Pay as applies to shift personnel shall be established by dividing the Lieutenants and Sergeants weekly base rate of work by forty (40); forty being the average number of hours worked in a week.

Section 2. Hours. Lieutenants and Sergeants on the same shift shall rotate pass days between Thursday and Friday and Saturday and Sunday every twenty-eight (28) days. If they agree not to rotate pass days for the coming twenty-eight (28) day period, they must notify the Public Safety Director five (5) days before the rotation period begins.

There will be no compensation requested for working forty (40) hours due to the pass day change, and there will be no reduction of pay for less than forty (40) hours due to change.

Section 3. Lunch and Breaks. The ASSOCIATION member shall be entitled to two (2) ten minute break periods and one (1) thirty (30) minute lunch period during an eight (8) hour tour of duty. The timing of such breaks and lunch period shall be arranged by the ASSOCIATION member's immediate supervisor. It is understood and agreed that the timing of the break period and lunch period may vary, depending on the nature of the work being performed by the ASSOCIATION member at the time, it being recognized that under certain conditions it will be impossible for an ASSOCIATION member to take a break period until the urgent aspect of an assignment has been completed.

ARTICLE X - SALARIES AND WAGES

Section 1. Salary Schedules. The regular wages for all employees within the ASSOCIATION are in effect, per the Salary Schedule, as set forth in Appendix A, Regular Wages, and shall remain in force for the

duration of this Agreement, unless otherwise presented to the ASSOCIATION.

ARTICLE XI - OVERTIME WORK AND COMPENSATION

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

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

Section 2. Call-Back. An ASSOCIATION Member, who has left the normal place of work and is called back for overtime work, shall be compensated for such overtime subject to the following provisions:

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

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

Section 4. Time Allowed. That the ASSOCIATION recognize and adhere to the following policy of taking "Time Allowed" (T.A.) for time accrued by:

- (a) Overtime (with the exception of duty call-back);
- (b) Work on days off; and or
- (c) Court time beyond normal duty day.

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

Section 5. Required Attendance At Departmental Meetings. As management personnel, Lieutenants and Sergeants are expected to attend staff meetings and training sessions without special additional compensation ("Time Allowed" will be granted for such attendance).

ARTICLE XII - FRINGE BENEFITS

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

- (a) Group Insurance - Hospital and Medical: The CITY will provide at CITY expense for all active Lieutenants and Sergeants and their dependents a hospitalization and medical insurance plan which shall provide benefits and coverage at least equal to the benefits and coverage previously provided under the Blue Cross/Blue Shield Group Policy which was in effect on December 31, 1977, as stipulated in the court order. The CITY shall continue to provide for retiree's and their dependents the opportunity to participate in said plan at their own expense. Provided that such expense shall be at a group rate so that it is comparable with the cost of the program which available to such retired employees under the Blue Cross/Blue Shield Group Policy which was in effect on December 31, 1977.

In the event that any benefit or coverage is denied under the plan thus provided by the CITY and such benefit or coverage would have been granted under the Blue Cross/Blue Shield Group Policy in effect

on December 31, 1977, such benefit or coverage shall be included in the plan and reimbursement for charges which would have been covered by the Blue Cross/Blue Shield Group Policy shall be made under the plan.

It is further understood and agreed that the CITY shall pay the cost for retired Lieutenants and Sergeants and their dependents of that portion of the premium for the continued coverage for retired employees under the plan which is attributable to the major provisions of said plan.

- (b) Double Indemnity Group Life Insurance: Double Indemnity Group Life Insurance in the amount of \$30,000 shall be made available at CITY expense to every ASSOCIATION Member, for which the CITY shall pay the entire premium for such period of time as and ASSOCIATION Member is on the active payroll of the CITY, or for such time as the employee continue to be eligible, with provisions for conversion on termination of employment. Enrollment shall be immediately available on life insurance coverage. The life insurance coverage shall provide for waiver of premiums under certain conditions of disability as recited in the life insurance policy given to each ASSOCIATION Member and shall also provide for conversion on termination of employemnt.

In addition, the CITY will continue to pay for \$5,000 of term life insurance for each retired Lieutenant and/or Sergeant to age sixty-five (65).

- (c) Dental Insurance: The CITY shall further provide and pay the premiums for a dental rider for each active Lieutenant and Sergeant and his and her dependents as follows:

<u>CLASS A BENEFITS</u>	<u>DELTA PAYS</u>	<u>PATIENT PAYS</u>	<u>CITY OF BENTON HARBOR</u>
Diagnostic	100%	0%	0%
Preventive	100%	0%	0%
Emergency Palliative	100%	0%	0%
Radiographs	50%	15%	35%
Oral Surgery	50%	15%	35%
Restorative	50%	15%	35%
Periodontics	50%	15%	35%
Endodontics	50%	15%	35%

<u>CLASS B BENEFITS</u>	<u>DELTA PAYS</u>	<u>PATIENT PAYS</u>	<u>CITY OF BENTON HARBOR</u>
Bridges, Partials and Dentures	50%	50%	0%

\$750 maximum per person per contract year on Class A and B Benefits.

<u>CLASS C BENEFITS</u>	<u>DELTA PAYS</u>	<u>PATIENT PAYS</u>	<u>CITY OF BENTON HARBOR</u>
Orthodontics	0%	50%	50%

\$500 lifetime maximum per person on Class C Benefits.

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

0 - 1 year	5 days
1 - 2 years	10 days
2 - 5 years	15 days
5 - 7 years	16 days
7 - 9 years	17 days
9 - 10 years	18 days
10 - 15 years	19 days
15 - 18 years	20 days
20 years plus	25 days

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

(a) Computation of Service for Sick and Vacation Leave:
An ASSOCIATION Member is considered to have completed a month of service if the member appeared on the payroll for a minimum of:

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

Any authorized days off which are covered by Vacation or Sick Leave, or Time Allowed or Compensatory Time will be considered as days worked. For the purpose of computation, Saturdays and Sundays shall be considered as full work days only when such days are regularly worked by ASSOCIATION Members. ASSOCIATION Members on military leave shall

receive vacation leave credit up to, and including, the month following the month in which such military leave begins.

- (b) Maximum Accumulation of Vacation Leave: Vacation leave may be accumulated to a maximum of twenty-four (24) work days by ASSOCIATION Members with less than fifteen (15) years of service, or maximum of thirty-five (35) work days for ASSOCIATION Members with fifteen (15) years of service or more, after which any excess not used within the fiscal year in which the maximum was reached shall expire. Any deviation from this policy will be for the welfare and needs of the department, and with the approval of the department head, Personnel Director and City Manager.
- (c) Payment of Unused Vacation Leave: When an ASSOCIATION Member retires, dies, or leaves the service of the CITY, the employee (or in the case of death, the beneficiary or beneficiaries, as provided for in Article XVII entitled: "Payment of Final Compensation Following Death") shall receive payment for any unforfeited vacation time taken. No payment of unused vacation leave shall be allowed when the services of an ASSOCIATION Member are terminated while the employee is still on provisions of Article XVIII, and deductions from terminal vacation leave shall be made accordingly.
- (d) Payment: A week of vacation pay as provided for above shall be equal forty (40) hours of pay at the ASSOCIATION Member's regular hourly rate of pay at the time the ASSOCIATION Member takes vacation; one (1) day or vacation pay shall equal eight (8) hours of pay at the ASSOCIATION Members regular hourly rate of pay at the time vacation is taken. If an ASSOCIATION Member has commenced an approved vacation and is required to report for work during the period of such vacation, in lieu of receiving an additional day of paid vacation, the member shall be paid time and one-half the regular hourly rate of pay for all hours worked in addition to the vacation pay.
- (e) During the course of the fiscal year, an ASSOCIATION Member may utilize the allowance of annual leave on the basis of application approved by the Public Safety Director and the Personnel Director.
- (f) Utilization of Vacation Leave:
 - 1) Extended Vacation Leave - (five (5) days or any additional number of days).

All ASSOCIATION Members, by October 1st and April 1st of each year, shall select extended vacation leave period(s) for the coming six (6) months, based upon a minimum of five (5) days leave, and a maximum of earned accrued annual years leave.

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

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

Selection shall be made by rank.

ASSOCIATION Members shall make a request for selected extended leave periods at least eight (8) days prior to the beginning date of the requested leave period, unless waived by the Public Safety Director or the designated agent.

2) Fragmental Vacation Leave: (At least one-half (1/2) day, but less than five (5) days). Fragmental vacation leave, compensatory leave, and time allowed leave shall be granted under the following procedures:

a. Whenever possible, requests should be submitted three (3) days prior to the beginning date of the requested leave period, unless waived by the Public Safety Director or designated agent.

b. ASSOCIATION Members will be permitted to take one-third (1/3) of annual accrued leave as "fragmented vacation", upon approval by the

Public Safety Director or
designated agent,
provided:

The employee has exhausted
all time allowed that
would cover or encompass
the leave time requested,
and all holidays not
designated for
compensatory pay within
departmental policy.

- 3) Any vacation leave extended or
fragmental, accrued during the year
and/or carried over from the previous
year may be utilized in the subsequent
year as follows:

- a. Whenever there is a
vacation period that has
not been selected by
another ASSOCIATION Member
in the same unit or a
replacement is available
and/or with permission of
the Public Safety Director
or the designated agent,
permission shall be
granted for leave
requests, except for
legitimate reasons
involving the good of the
department.

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

- 1) A memo shall be submitted to the Chief
of Police through the normal chain of
command by the individual(s) involved.
- 2) The memo will contain the following
information the date(s) and time(s) of
the requested exchange and the
signatures of both individuals.
- 3) The employee requesting the exchange
of pass days is obligated to work the
date(s) and the time(s) agreed upon.
Any absence will be credited against
the individual agreeing to work that
particular date.

- 4) Exchange of pass days does not involve overtime and should not be discouraged.

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

- | | |
|---------------------|--------------------------|
| 1. New Year's Day | 7. Veterans Day |
| 2. President's Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Christmas Day |
| 4. Memorial Day | 10. Christmas Eve |
| 5. Independence Day | 11. New Year's Eve |
| 6. Labor Day | 12. M.L. King's Birthday |

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

- (a) Compensation for Work Performed on Holidays: Any ASSOCIATION Member who shall be required to perform work or to render service as a regularly scheduled duty on one of the CITY'S named holidays shall be paid therefore at the established daily rate of base pay at time such holiday was earned. The base day rate for such weekly rate ASSOCIATION Members shall be determined by dividing the weekly base pay by five (5), and for hourly rated ASSOCIATION Members the base day rate shall be determined by multiplying the base hourly rate by the number of hours normally worked in the base work day. An ASSOCIATION Member may elect to take compensatory time off for such holidays worked, or to be paid in cash but must make disposition of accumulated compensatory time on the books before the close of the fiscal year in which the holidays occurred, or otherwise surrender any credit which may have been accumulated in holiday leave (or compensatory time) during that fiscal year. Any exception to this policy will be granted for the welfare and needs of the Department, and with the approval of the Public Safety Director, Personnel Director and City Manager.

Any ASSOCIATION Member who shall be required to perform work or to render service on one of the CITY'S named holidays, and is not scheduled to work on such holiday as the regular work day, shall be paid overtime in accordance with the provisions for call-back.

- (b) Compensation for Work Performed on Proclaimed Holidays by City Administration: In the event that the City Administration declares that City Hall shall be closed for any reason other than those stated above, for a day or any fraction of the day, will be considered as a full or partial compensatory day for a like period for ASSOCIATION Members.

Section 4. Sick Leave. Every ASSOCIATION Member shall be entitled to sick leave with pay of 5/6 of one workday for each completed month of service. An ASSOCIATION Member's sick leave shall start to accrue on the first day of the calendar month that is nearest to the starting date of employment.

- (a) Computation of Service for Sick Leave: An employee shall be considered to have completed a month of service is the employee has appeared on the payroll for a minimum of:

16 full workdays for those months consisting of twenty (20) or less days which are regularly scheduled work days.

17 full workdays for those months consisting of twenty-one (21) days which are regularly scheduled work days.

18 full workdays for those months consisting of twenty-two (22) days which are regularly scheduled work days.

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

- (b) Maximum Accumulation of Sick Leave: Sick Leave shall be cumulative without limitation. An official record of unused sick leave shall be maintained for each employee in the Personnel Department.
- (c) Utilization of Sick Leave: An ASSOCIATION Member eligible for sick leave with pay may use such sick leave. An ASSOCIATION Member eligible for sick leave with pay may use such sick leave for absences due to personal illness, injury or exposure to contagious disease. Such ASSOCIATION Member may

also use the sick leave for absences due to personal illness, injury for death in the employee's family or persons outside the family for whose financial or physical care the employee is principally responsible for, for service as a pallbearer or attendance at a funeral for up to one day; personal appointments with physician, dentist, or other recognized medical or para-medical practitioner when authorized in advance; and disabling conditions resulting from pregnancy and prior to maternity leave without pay.

No sick leave may be taken in the quarter in which it is earned except for good reasons, the validity of which is to be determined and approved or disapproved by the Public Safety Director and/or the Personnel Director.

- (d) Limitations on Utilization of Sick Leave: Sick leave may not be used before being accrued, for any absence from work for which the individual is receiving Worker's Compensation or payment of any kind from another employer, while the individual is receiving disability retirement benefits. Accrued sick leave shall be discharged in periods of not less than one-half day.
- (e) Authorization of Sick Leave: An ASSOCIATION Member on sick leave shall inform the department of the fact and the reason therefore, as soon as possible. Failure to do so within the first day of absence shall be cause for denial of pay for the period of absence, providing the ASSOCIATION Member is able to do so. A written request for sick leave, specifying the reason for sick leave and signed by the ASSOCIATION Member, shall be approved by the Public Safety Director and filed with the Personnel Department immediately after the ASSOCIATION Member returns to work together with such other substantiating information as the Public Safety Director and/or Personnel Director may require. On extended sick leave, the Public Safety Director shall keep the Personnel Department informed from week to week on the ASSOCIATION Member's status.
- (f) Payment of Unused Sick Leave: Accumulated unused sick leave shall be converted into cash, and paid to an employee (or, in case of death, to the beneficiary or beneficiaries). The terminating employee or beneficiary shall have the option of cashing either fifty percent (50%) of the total sick leave days accumulated, or one hundred percent (100%) of the number of sick leave days accumulated as of July 1, 1978, whichever is greater.

Employees employed after July 1, 1978, shall be entitled to fifty percent (50%) of the total accumulation.

Conversion of unused sick leave into cash shall be computed as follows at the prevailing rate:

- (1) At 33 1/3% of the daily rate at time of termination with one (1) to fifteen (15) years of continuous service;
- (2) At 50% of daily rate at time of termination with from fifteen (15) to twenty (20) years of continuous service;
- (3) At 75% of daily rate at time of termination with from twenty (20) to twenty-five (25) years of continuous; and
- (4) At 100% of daily rate at time of termination with twenty-five (25) or more years of continuous service.

Provided, however, the terminated employee or beneficiaries shall have the option of cashing either 50% of the total sick leave days accumulated or 100% of the number of sick leave days accumulated as of July 1, 1978, whichever is greater. Employees employed after July 1, 1978, shall be entitled to 50% only of the accumulated sick leave as herein provided by the above formula.

For the purpose of computing creditable years of continuous service in payment of unused sick leave, any fractional part of a year equal to six (6) months will be considered a year. Any fractional part of a year less than six (6) months will be disregarded.

Terminal sick leave shall be computed in accordance with the provisions of this section and deductions from terminal sick leave shall be made as herein provided. Unused sick leave cashed in at the time of termination shall not be included in computing yearly averages or retirement benefits.

Section 5. Longevity Compensation. Additional compensation shall be paid to ASSOCIATION Member to provide financial recognition for long and faithful service. Such compensation shall be paid to qualifying ASSOCIATION Members twice during the fiscal year, on November 15 and

May 15. The longevity paid on November 15 shall be based on the pay received by the ASSOCIATION Member in wages from May 1st to October 31, inclusive, and the longevity paid on May 15 shall be based on the pay received by the ASSOCIATION Member in salary or wages from November 1st to April 30, inclusive.

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

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

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

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

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

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

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

Section 7. Education Achievement Recognition. A special Recognition of Employee Education Achievement: Recognition of College Credits attained while a CITY Employee shall be as follows:

40 hours of study completed	\$100 per year
Associates Degree	\$200 per year
Bachelors Degree	\$350 per year
Masters Degree	\$575 per year

This special recognition of scholastic achievement shall be paid in one

allotment during the year, such financial recognition to be given only after an employee has reached the top step of his pay range. SPECIAL RECOGNITION TO BE PAID AT SAME TIME AS LONGEVITY IN NOVEMBER AND MAY.

Educational Activities - that a criteria to be considered for promotion and/or selection to special units will be the active pursuit by an officer of college courses in police science and related fields.

ARTICLE XIII- LEAVES OF ABSENCE

Section 1. Workers' Compensation/Disability Leave. An ASSOCIATION Member who suffers an injury or illness as a result of a service connected accident or condition shall be granted (after a proper investigation by the attending physician, recommendation by the Public Safety Director or a designee, and approval by the Personnel Director, within forty-eight (48) hours after the unjury or illness takes place, provided the injured ASSOCIATION Member is able to make the report) leave with full pay for a period not to exceed fifty (50) days; provide, however, that said fifty (50) day period shall represent the entire allowance for any one fiscal year and/or for any one illness or injury sustained on the job, regardless of wheter or not there is an aggravation or recurrence of the injury or illness, and further provided that any compensation check received as a result of service connected disability with reference to the CITY'S compensation insurance policy shall be enforced and paid to the City Treasurer, and shall be credited to the proper funds of the CITY.

Such ASSOCIATION Member shall have the right to return to the assigned position at the termination of the disability, and upon physician certification that the employee is again able to perform the duties of the job.

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

Leave for which an ASSOCIATION Member is receiving Worker's Compensation during a period of time when the member is not on the active CITY payroll due to illnes or unjury shall not be deducted from and shall not interrupt the ASSOCIATION Member's continuity of service.

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

Such ASSOCIATION Member shall have the right to return to the assigned position at the termination of the disability, and upon physician certification that the employee is again able to perform the duties of the job.

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

Pregnancy shall be treated as any other illness or injury under this section.

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

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

Section 4. - Leave Without Pay. An ASSOCIATION Member may be allowed leave of absence without pay for a period not to exceed one (1) year, upon prior written approval by the Public Safety Director and approval by the Personnel Director. Such leave shall not be granted primarily in the interest of an ASSOCIATION Member, except in the case of an ASSOCIATION Member who has shown by the member's record of service or by other evidence, to be of more than average value to the CITY, or whose service it is desirable to retain even at some sacrifice.

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

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

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

Section 5. Leave to Attend Union Affairs. Employees who are elected, or selected by the ASSOCIATION to attend labor relations functions of the ASSOCIATION such as conventions, educational conferences, and other legitimate ASSOCIATION activities, shall be allowed time off without pay and without loss of seniority for a period not to exceed five (5) calendar days to attend such conventions, educational conferences or other legitimate ASSOCIATION activities, provided the Director of Public Safety, or a designate is advised in writing by the ASSOCIATION of such intended absence at least five (5) calendar days (excluding weekends and holidays celebrated under this Agreement) prior to the start thereof, and if the needs of the department will not be seriously impaired by such absence, and provided further that not more than two (2) employees will be granted a leave at any one time for the purpose of attending an ASSOCIATION function.

Further provided that said attendance at such Laor Relations Seminars or other legitimate ASSOCIATION functions shall be guided by the following:

- (a) No more than two (2) requests for said functions per year shall be allowed, unless approved otherwise by the Director of Public Safety or a designate;
- (b) Attendance shall be at the ASSOCIATION'S expense; and
- (c) Accrued vacation or compensatory time may be utilized by the attending ASSOCIATION Members.

Section 6. Official Duty Leave for Attending Seminars, Conferences, Sessions, etc. Employees attending approved-in-advance seminars and conferences shall be granted regular base rate of pay during the

employees absence from official duties, and shall be allowed reasonable traveling expenses for such seminars and conferences attended. Both permission to attend such seminars and conferences and provisions for traveling expenses must be obtained in advance from the Public Safety Director and the City Manager, or designee. However, no compensation shall be paid for time spent at seminars or conferences that would ordinarily be off-duty time for such employees voluntarily participating. If the schooling is mandatory, and the ASSOCIATION Member attends on off-duty time, the employee shall be paid time and one-half the hourly rate of pay.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

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

- (a) The ASSOCIATION Member being investigated shall be informed of the nature of the investigation, in writing, before the investigation is initiated;
- (b) The questioning of an ASSOCIATION Member shall be during the regular tour of duty whenever possible. Unless otherwise designated by the investigating officer, the questioning will take place in the Benton Harbor Police Department. If the investigation of an ASSOCIATION Member results in favor of the ASSOCIATION Member, that ASSOCIATION Member shall be paid at straight time rate for all hours or parts thereof for time spent being interrogated;
- (c) No investigation will be conducted against an ASSOCIATION Member by another ASSOCIATION Member that is below the rank of the ASSOCIATION Member being investigated; and
- (d) The ASSOCIATION Member being investigated shall be informed, in writing, of the results of the investigation within three (3) calendar days after its completion;
- (e) Charges and specifications brought against any ASSOCIATION Member shall be specific and shall cite the rule, regulation, policy, law or ordinance which is alleged to have been violated;
- (f) A copy of all report, complaints filed by an employee, supervisor or any other officer or any such complainant whomsoever, which are the basis for disciplinary action shall be given to the

part of person being investigated and assigned representative(s) at the time the Disciplinary Action is initiated;

- (g) In imposing any discipline on a current charge, the CITY will not base its decision upon any prior infractions which occurred more than one (1) year previously, unless directly related to the current charge; and
- (h) All Disciplinary Action shall be for just cause and progressive in nature.

When an ASSOCIATION Member, following involuntary separation, is reinstated to former employment, such ASSOCIATION Member shall receive the rate of pay and seniority position, including all fringe benefits and pension rights held at the date of termination, providing the employee is in good standing with the Pension Board.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Purpose. To provide a means whereby an ASSOCIATION Member and Top Management can jointly discuss and process a grievance in an orderly manner, with the aim of arriving at a satisfactory solution within a reasonable time period, and where a greater sense of the responsibility of the supervisor in dealing with members may be encouraged so that judicious adjustment of grievances may be made whenever possible at the next higher level of supervision.

Section 2. Definition of Grievance. Both parties agree to the following:

- (a) A grievance is any dispute, controversy or difference of opinion between, (1) the parties, (2) Management and an ASSOCIATION Member or ASSOCIATION Members, or (3) between or among ASSOCIATION Members of the Police Department with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement, of Police Department rules and regulations and/or policies and procedures; and
- (b) A grievance shall refer to the specific provisions(s) of the Agreement or of the department rules and regulations and/or policies and procedures alleged to have been violated, and shall set forth completely the facts pertaining to the alleged violation.

Section 3. Grievances.

- (a) All management personnel at the next highest rank

shall attempt to answer all grievances informally at the first level of contact;

- (b) An ASSOCIATION Member may file a grievance without jeopardizing the member's position;
- (c) Grievances must be initiated by the ASSOCIATION Member concerned, but the member may be accompanied by an organizational representative(s). Both ASSOCIATION Member and the organizational representative(s) have a responsibility to use good judgment in exercising their rights under this procedure;
- (d) A grievance must be filed within ten (10) calendar days of the incident, condition, or circumstances which caused it;
- (e) Grievances may be discussed and processed on CITY time, except that no overtime shall be allowed if the proceedings carry over and extend beyond the ASSOCIATION Member's or the ASSOCIATION Member's organizational representative'(s) regular work day;
- (f) When it becomes necessary for an ASSOCIATION Member's organizational representative(s) who works for the CITY to leave a place of work for the purpose of investigating a grievance, the representative(s) shall obtain authorization before leaving the job;
- (g) The ASSOCIATION Member concerned, and the organizational representative(s), will cooperate with the CITY in such a manner that there will be a minimum of interference with the normal operations of the CITY'S work;
- (h) At no time shall any CITY representative(s), such as an Administrative Member, Department Head, or member of the Personnel Department sit down with an ASSOCIATION Member and the member's organizational representative(s) to discuss a grievance formally which has not been presented through the channels set forth in this grievance procedure;
- (i) If the ASSOCIATION Member and the member's organizational representative(s) fail to proceed with the grievance procedure, it shall be assumed that the grievance has been settled on the basis of the last decision reached;
- (j) A decision on an ASSOCIATION Member's grievance must be given in writing to the ASSOCIATION Member and the organizational representative(s) within the

time limits established in this procedure. If the grievance is not resolved within the specified time limits, the ASSOCIATION Member and the organizational representative(s) then may automatically proceed to the next step of the grievance procedure. An extension of the time limits specified for any step in the grievance procedure may be provided when mutually agreed upon by both parties;

- (k) Once a grievance is presented, and the department notified as to the organization representatives, any subsequent meeting concerning this grievance shall include said organizational representatives;
- (l) An earnest effort shall be made by management to cooperate with ASSOCIATION Members in the prompt resolution of grievances in an amicable manner;
- (m) All grievances shall be resolved through this procedure only; and
- (n) When a member is suspended, pending disposition of charges against the employee in a Court of Law, or a Departmental Review Board proceeding, there shall be no offset of interim earnings, provided the employee is exonerated and restored to duty.

Step 1. If the ASSOCIATION Member's grievance was not satisfactorily resolved in the first level of contact, the grievance should then be presented to the Public Safety Director, in writing. This shall be done within seven (7) calendar days by the ASSOCIATION Member and/or the organizational representative(s). The Public Safety Director shall respond within seven (7) calendar days, and reply in writing. During the seven (7) calendar day period, the Public Safety Director is investigating the grievance, the Public Safety Director shall meet with the ASSOCIATION Member, and the organizational representative(s). The Public Safety Director, upon conclusion of the investigation, and within the seven (7) calendar day time limit which is allowed, shall present the grievance in writing, to the Head of the City Personnel Department. If a reply is not received, in writing, within the seven (7) calendar day time limit, or if the ASSOCIATION Member and the organizational representative(s) do not feel the problem has been satisfactorily resolved by the decision of the Public Safety Director, they may then proceed to Step 2 to make an appeal.

Step 2. If the ASSOCIATION Member's grievance was not satisfactorily resolved in Step 1, the grievance should then be presented to the City Manager. This shall be done within seven (7) calendar days of completion of Step 1, and done by the ASSOCIATION Member and/or the organizational representative(s). The City Manager shall complete the review and give a decision, in writing, to the ASSOCIATION Member and/or the organizational representative(s) within seven (7) calendar days of receipt of the grievance. During the course

of the City Manager's investigation, if the City Manager feels the grievance is such that an opinion from the Head of the Personnel Department is needed, the City Manager should include this phase of his investigation in the seven (7) calendar day time limit. The Head of the Personnel Department should be familiar with the grievance at this point, having received a copy from the Public Safety Director in Step 1.

Step 3. If the City Manager's decision is not acceptable, the ASSOCIATION representative(s) may request Arbitration on a grievance by submitting notification to the City Manager, in writing, within seven (7) calendar days from completion of Step 2.

Upon notification to the City Manager that the ASSOCIATION wishes to take a grievance to Arbitration, a letter shall be sent to either the Federal Mediation and Conciliation Service, or to the Michigan Employment Relations Commission, requesting a list of Arbitrators be sent. One (1) Arbitrator shall be selected to hear the grievance. This selection shall be made by the parties alternately striking a name from the list of Arbitrators provided. The name remaining on the list after all names have been struck except the one, shall be the Arbitrator. The fees and expenses of the Arbitrator shall be borne by the losing party, except that if there is no discernible loser, the costs shall be borne equally by the ASSOCIATION and the CITY. The Arbitrator shall be limited to the application and interpretation of this agreement as written, and shall have no authority to add, subtract from, or modify this agreement in any respect.

Section 4. Informal Complaint Procedure. An employee who has a problem or complaint shall first try to get it settled through discussion with the immediate supervisor, without undue delay. Every effort shall be made to adjust all problems and complaints on an informal basis between the employee and the employee and the immediate supervisor. If, after discussion with the employee's immediate supervisor, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate supervisor. ↓

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

Section 5. General Provisions. Further, both parties also agree to the following general provisions:

- (a) At any particular step in the grievance procedure, on mutual agreement of all parties involved in that step the time limits of that particular step may be extended. The extension shall be discussed and an

exact amount of time determined for the extension, so that either party may know when to expect a response.

ARTICLE XVI - SENIORITY

Section 1. Transfers. If an ASSOCIATION Member transfers from the Police Department to the Fire Department or vice-versa, continuity of service with the CITY shall be uninterrupted. However, the employee's seniority in the department to which the employee transfers shall date from the start of employment in that department, and shall not be influenced by continuity of service as a CITY employee.

Section 2. Loss of Seniority. If an ASSOCIATION Member makes lump sum settlement with the CITY'S compensation insurance carrier at a time when an ASSOCIATION Member is still unable to return to work, the ASSOCIATION Member's continuity of service shall be considered terminated at such settlement.

Section 3. Lay Off and Recall. If an ASSOCIATION Member is on lay-off in excess of fifteen (15) days, such time laid off shall be deducted from but shall not interrupt continuity of service.

ARTICLE XVII - COMPUTING FINAL COMPENSATION

Section 1. Payment and Method of Computing Final Compensation Following Termination or Retirement of a ASSOCIATION MEMBER from the CITY Service. Any final compensation due an ASSOCIATION Member for compensatory time, sick leave vacation leave, longevity, or other such accrued benefit other than base compensation in salary or wages due at time of separation shall be paid to a terminating or retiring ASSOCIATION Member on the payroll for the payroll period following the payroll period in which separation occurred. Any exception to this rule requested by an ASSOCIATION Member must be for good cause, the validity of which is to be determined and approved by the department head concerned and the Personnel Director.

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

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

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

ARTICEL XVIII - MISCELLANEOUS

Section 1. Copies of Agreement. The CITY agrees to provide representative(s) of the ASSOCIATION with seven (7) copies of the Agreement.

Section 2. Bulletin Board. The employer will provide a bulletin Board in each building which may be used by the ASSOCIATION for posting notices of the following types:

- (a) Notices of recreational and social events;
- (b) Notice of elections;
- (c) Notice of results of elections; and
- (d) Notices of meetings.

A copy of notices will be forwarded to the employer, and such notices shall contain nothing of a political or defamatory nature.

Section 3. Mileage for Use of Private-Owned Vehicle. The CITY agrees to pay mileage compensation in the amount of fifteen cents (15c) per mile, in cash to ASSOCIATION Members using their private vehicles to attend functions, such as schools and seminars, under sponsorship of the department. In addition, mileage shall be paid to any ASSOCIATION Member who uses a privately owned vehicle for or while on official business with the approval of the Public Safety Director.

Section 4. Uniforms. Police Lieutenants and Sergeants who are required to wear and continuously maintain prescribed items of uniform clothing shall be furnished such clothing at CITY expense. However, such clothing shall be required to be properly cleaned and maintained at employee's expense. Requisitions for replacement of worn-out clothing shall be submitted to the department head. The Public Safety Director shall keep an itemized record of all clothing issued to each of the employee's in the department and shall hold each employee responsible for the care of such clothing. Each ASSOCIATION Member shall be eligible for uniform items up to \$150.00 per year and the CITY

shall be required to purchase said items. Lieutenants and Sergeants shall not be required to turn in any used or worn uniform clothing when receiving new items of clothing.

Lieutenants and Sergeants temporarily assigned to any position requiring the wearing of plainclothes shall receive a clothing allowance of \$400.00 per year. The allowance shall be paid in the following manner:

- | | |
|------------------------------|----------|
| (a) Upon initial appointment | \$100.00 |
| (b) After the first 90 days | \$100.00 |
| (c) After the next 180 days | \$200.00 |

If the special assignment shall continue in duration for a period to exceed one year, in each consecutive year the Lieutenants and Sergeants shall be entitled to \$400.00 on July of each year for as long as said Lieutenant or Sergeant shall remain in such special assignment.

The purchase of plainclothes shall be from the CITY of Benton Harbor clothing stores whenever possible in regard to fitting.

Section 5. Summer Jackets. Summer duty uniform jackets shall be of the nylon wind-breaker type, dark blue in color and with a zipper front and part of the regular uniform.

Section 6. Off-Duty Complaints. If an ASSOCIATION Member becomes involved in a complaint, of any nature, while off-duty and in the CITY and County of Berrien, the CITY shall be liable as though the ASSOCIATION Member was working. This liability shall include all insurance benefits, all benefits pertaining to job-incurred injuries, all pension benefits and any other benefit which an ASSOCIATION Member shall receive as a condition of employment with the CITY. Providing the ASSOCIATION Member is not in violation of Department Rules and Regulations, CITY or State Law.

If an ASSOCIATION Member becomes involved in any unforeseen complaint while on off-duty time, and while in the CITY, the ASSOCIATION Member shall be granted time allowed or overtime for the time the ASSOCIATION Member spends during the investigation and time spent preparing the proper reports. Time spent preparing the proper reports must be authorized by the Command Officer in charge.

Section 7. Civil Service. Police, Lieutenants and Sergeants shall remain covered by the Benton Harbor Civil Service System in all areas except those added or deleted by this Agreement.

ARTICLE XIX - SEPARABILITY

Section 1. Separability. Should any part of any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a Decree of a Court of

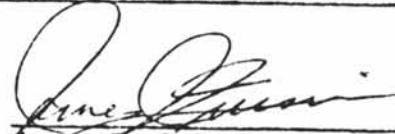
competent jurisdiction, each invalidation of such part or provision of this Agreement shall not invalidate any remaining part or portion thereof, and such remaining part or portion shall continue in full force and effect.


ARTICLE XX - DURATION

This Agreement shall become effective July 1, 1983, and shall continue in full force and effect until 11:59 P.M., June 30, 1986, and for successive annual periods thereafter unless, not more than one hundred eighty (180), but at least one hundred fifty (150) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, re-negotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of termination of this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than one hundred thirty-five (135) days prior to the termination date, unless otherwise mutually agreed.

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

LIEUTENANTS AND SERGEANTS ASSOCIATION



James E. Quinn
Field Representative

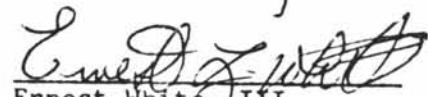

Marvin Fiedler
Acting President

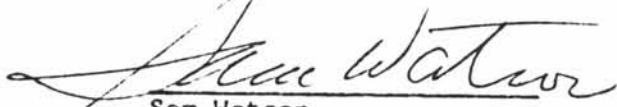

Marvin Fiedler
Treasurer

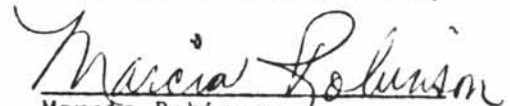
CITY OF BENTON HARBOR


Ellis E. Mitchell
City Manager


Bill Lilly
Assistant City Manager


Ernest White, III
City Attorney


Sam Watson
Director of Public Safety


Marcia Robinson
Personnel Manager


Ricardo Johnson
Director of Finance

POLICE CAPTAIN/OPERATIONS (Continued)

10. Represents the Benton Harbor Police Department to interested individuals or before groups explaining police procedures, hearing complaints and soliciting community understanding of police efforts.
11. Assumes command of forces or directs through subordinates major crime scenes and incidents when circumstances warrant.
12. Maintains records and logs regarding warrants, processes warrants through computer system, monitors outstanding warrants for validity and recalls warrants as authorized.
13. Performs the duties of lower classified employees as workloads, temporary absences or emergencies dictate.
14. Performs other related duties as needed.

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

Employment Qualifications

Education: Special or technical training equivalent to several years of college with coursework in Business Management, Criminal Justice or related field.

Experience: A minimum of nine years of progressively more responsible law enforcement experience or equivalent. Twelve months break-in period.

Necessary Special

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

Possession of a valid Michigan Vehicle Operator's License.

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

FSS 11/83

City of Benton Harbor

JOB DESCRIPTION

TITLE: POLICE LIEUTENANT

Exempt

General Summary:

Under the supervision of the Police Captain/Operations, serves as Shift Commander and supervises the patrol unit activities of the Benton Harbor Police Department. Organizes staffing for most effective patrol operations, maintains work records and oversees the preparation of shift activity reports. Direct Complaint Desk operations, receiving visitors, answering citizen's complaints and delegating work assignments, handling operating details.

Typical Duties:

1. As Shift Commander, supervises patrol personnel assigning tasks, briefing and assisting in any problems which might arise.
2. Calls the roll and inspects the equipment and general appearance of officers. Briefs officers on events of the previous shift and informs them of any orders, new laws and departmental procedures.
3. Reviews daily reports of assigned officers for accuracy, completeness and proper use of police techniques and procedures. Prepares necessary copies and routes to proper person.
4. Reviews daily activity reports and work schedules, updating Shift Personnel on daily events along with advising them of department needs.
5. Assists in the development of procedures and operating policies based on departmental policies. Reviews and evaluates performance of assigned personnel. Counsels personnel and may recommend disciplinary actions to superior officer.
6. Prepares daily activity reports of events of assigned shift, work schedule and other administrative reports as necessary. Provides up-coming shift supervisor with daily summary of events.
7. Participates in on-the-job training of officers assigned to shift.
8. Maintains adequate inventory of departmental supplies, equipping all personnel, assuring that equipment and departmental vehicles are functioning properly, maintaining records and scheduling repairs and routine service when necessary.
9. Supervises arrest and booking procedures to assure proper fingerprinting, photographing, search and detention.
10. Assumes responsibility for found property turned in by citizens, recovered property brought in by subordinates, and personal property taken from prisoners. Assures that all property is logged, tagged and secured.

POLICE LIEUTENANT (Continued)

11. Assures the physical well being of prisoners, ascertaining that excessive force is not used during arrest procedures. Regularly inspects the cell block to assure that prisoners are in good physical condition, supervising the removal of sick or unconscious prisoners to a hospital under guard.
12. Patrols city streets to remain current of general conditions. Personally, responds to calls involving unusual or sensitive occurrences.
13. Maintains records and logs regarding warrants, processes warrants through computer system, monitors outstanding warrants for validity and recalls warrants as authorized.
14. Performs the duties of lower level police personnel as workloads, temporary absences or emergencies dictate.
15. Performs other duties as assigned.

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

Employment Qualifications

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

Experience: A minimum of seven years of Police Officer experience which involved supervisory experience or equivalent. Three months break-in period.

Necessary Special

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

Possession of a valid Michigan Vehicle Operator's License.

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

FSS 11/83

City of Benton Harbor

JOB DESCRIPTION

TITLE: POLICE OFFICER

Non-Exempt

General Summary.

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

Typical Duties:

Employees in this classification perform several of the following duties:

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

POLICE OFFICER (Continued)

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

POLICE OFFICER (Continued)

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

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

Employment Qualifications

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

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

Necessary
Special

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

Possession of a valid Michigan Vehicle Operator's License.

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

FSS 11/83

City of Benton Harbor

JOB DESCRIPTION

TITLE: POLICE SERGEANT

Exempt

General Summary:

Under the supervision of a Police Lieutenant, serves as an Assistant Shift Commander, scheduling and assigning staff to work activities. Prepares and reviews reports, answers questions from citizens and assists with complaints. Assumes command in traffic or criminal incidents and patrols the roadways of the City of Benton Harbor. Additionally, directs the traffic division and complaint desk operation activities of the department on an assigned shift.

Typical Duties:

1. As Assistant Shift Commander, assures that orders, directives, communications, etc., of the Public Safety Division, Police Captain/Operations and other superior officers are carried out in the form of assignments by relaying them to personnel on their shift. Serves as Shift Commander in the absence of the Lieutenant.
2. Briefs on-coming shift commander of assignments and events on the previous shift. Assures that staff are informed of departmental orders, directives and policies.
3. Provides advice and assistance to road patrol units in a variety of law enforcement oriented situations. Assumes command at major accidents, crime scenes and other situations requiring law enforcement assistance in the absence of the Police Sergeant.
4. Reviews and assures that all assignments are completed satisfactorily.
5. Reviews daily reports of Officers and prepares a summary report of shift activities including critical or unusual incidents.
6. Conducts personnel evaluations of officers, offering suggestions, providing formal training or when necessary, delivering disciplinary action.
7. As assigned, directs traffic division activities to facilitate the safe and orderly movement of people and vehicles through the city. Duties include: processing traffic violations and warrants, traffic safety and control programs, public vehicle inspection and parking enforcement operations, traffic survey and traffic sign and signal placement and maintenance activities. Maintains related records and prepares reports as required.
8. Directs crowd control, suppressing civil disturbances at any large public gathering or emergency.
9. Conducts record checks and fingerprints individuals during arrest process.
10. Keeps current of the latest equipment, methods and techniques used in law enforcement by attending in-service training programs and reading pertinent books and periodicals.

POLICE SERGEANT (Continued)

11. Performs the duties of lower level police personnel as workloads, temporary absences and emergencies dictate.
12. Performs other duties as assigned.

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

Employment Qualifications:

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

Experience: A minimum of five years experience as a police officer or equivalent. Six months break-in period.

**Necessary
Special**

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

Possession of a valid Michigan Vehicle Operator's License.

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

FSS 11/83

**POLICE LIEUTENANTS AND SERGEANTS
SALARY SCHEDULE**

LIEUTENANTS AND SERGEANTS ASSOCIATION

SERGEANTS

	<u>PAY BASIS</u>	<u>STEP I</u>
83-84	Annual	23,879.18
	Weekly	459.21
	Bi-weekly	918.43
	Hourly	11.4804
84-85	Annual	25,073.10
	Weekly	482.17
	Bi-weekly	964.35
	Hourly	12.0544
85-86	Annual	26,577.72
	Weekly	511.11
	Bi-weekly	1,022.22
	Hourly	12.7777

LIEUTENANTS

	<u>PAY BASIS</u>	<u>STEP I</u>
83-84	Annual	26,342.42
	Weekly	506.58
	Bi-weekly	1,013.17
	Hourly	12.6646
84-85	Annual	27,659.32
	Weekly	531.91
	Bi-weekly	1,063.82
	Hourly	13.2978
85-86	Annual	29,319.16
	Weekly	563.83
	Bi-weekly	1,127.66
	Hourly	14.0957