

AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

**THE POLICE OFFICERS LABOR COUNCIL,
NONSUPERVISORY UNIT,
BATTLE CREEK POLICE DEPARTMENT**

**EFFECTIVE July 1, 2016
through June 30, 2019**

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AGREEMENT

This Agreement, effective the 1st day of July, 2016, is by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and the POLICE OFFICERS LABOR COUNCIL, NONSUPERVISORY UNIT, BATTLE CREEK POLICE DEPARTMENT, hereinafter referred to as the "Union."

WITNESSETH:

Pursuant to Public Act 9 of 2011, the parties to this agreement are required to include the following language: An Emergency Manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act.

The parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees of the City who are employed in the collective bargaining unit represented by the Union, and have agreed as follows:

ARTICLE 1 – RECOGNITION

Section 1.1 – Recognition: The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn police personnel, court officers, and Forensic Technician of the Battle Creek Police Department, except Command Officers. The City agrees that during the life of this Agreement, it will not enter into any agreement with its sworn police personnel, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 1.2 – Representation: Employees within the bargaining unit shall be represented by an Executive Board consisting of a Chairman and not to exceed four (4) other Board members all of whom shall be employees who are a part of the collective bargaining unit. The Union shall furnish the City with a list setting forth the names of the Chairman and other members of the Executive Board and shall notify the City if and when any changes are made.

Section 1.3 – Union Security: As a condition of employment, all present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall, within ninety (90) days after the effective date hereof, become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiation and administering this Agreement as determined by the Union. All employees who are assigned and/or promoted to any position covered by this Agreement after the effective date hereof, shall become and remain members in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union within ninety (90) days after the date of assignment and/or promotion. Any employee returning to the bargaining unit shall become and remain members in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union within thirty-one (31) days after the date of assignment and/or layoff.

Section 1.4 – Payroll Deduction for Dues: For those employees who properly execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by state law, the City agrees to deduct from each paycheck a pro rata portion of the total amount certified to the City by the Treasurer of the Union and to forward the same to said Treasurer within fifteen (15) calendar days.

Section 1.5 – Indemnity Provision: The Union agrees to indemnify and save the City harmless from any and all claims, suits, and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 1.3 and 1.4 above.

Section 1.6 – Anti-discrimination: Neither the City or its agents, nor the Union, its agents or members shall for the duration of this Agreement, discriminate against any employee because of his membership or non-membership in the Union.

Section 1.7 – Union Activity: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement or authorized by the Chief, employees shall not be permitted to engage in Union activities during working time. Lunch and break periods are not considered working time for the purpose of this Section.

ARTICLE 2 – MANAGEMENT RIGHTS

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

- a) The parties recognize that the responsibility for operating the department rests with the Chief and that changes in working rules and regulations and past practices may be made from time to time. Prior to making such changes, the Chief will consult with the negotiating committee of the Union. Failure to consult in such a manner will not result in the negation of the rule, regulation, or change in past practice. In the event the Union believes such a new or amended rule or regulation or change in past practice is unreasonable and affects employees covered by this Agreement, it shall have the right to file a grievance within seven (7) regularly scheduled working days after the new or amended rule or regulation becomes effective.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.1 – Definition of Grievance: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 3.2 – Grievance Procedure: The informal discussion of all differences or grievances is urged and resolution of all differences or grievances is urged and resolution at the lowest possible level is encouraged. If a grievance is not resolved by informal discussion, the following procedure shall apply. An employee shall discuss his grievance orally with his

immediate supervisor, within three (3) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which the complaint is based, or conditions were such that the employee reasonably should have known of the occurrence, whichever occurs first. The immediate supervisor shall give the complaining employee an oral answer within three (3) regularly scheduled working days after the complaint has been submitted to him. If the employee requests a Board member may be present during the discussions between the employee and his supervisor. In the event a grievance has not been answered to the satisfaction of the employee, the following procedure shall apply:

- a) **FIRST STEP:** To be processed hereunder, a grievance must be reduced to writing, be signed by the aggrieved employee and a Board member, and state: (1) Who is affected; (2) What happened; (3) When it happened; (4) Where it happened; (5) What Section of the Contract has allegedly been violated; and (6) What adjustment is requested? A copy thereof must be presented to the Chief or his designee within seven (7) regularly scheduled working days after the grievant has knowledge of the occurrence of the event upon which the grievance is based, or conditions were such that the grievant reasonably should have known of the occurrence, whichever occurs first. The Chief and/or his representative shall meet with the Board member within five (5) regularly scheduled working days after the date of the receipt of the grievance. The Chief shall give a written answer to the Union within five (5) regularly scheduled working days after the meeting. If the answer is satisfactory, the Board members shall so indicate on the grievance form and sign it with one (1) copy of the grievance thus settled retained by the Union and one (1) copy retained by the Chief.
- b) **SECOND STEP:** If the grievance has not been settled in the First Step and it is to be appealed, it must be signed by a Board member and given to the Employee Relations Director and/or his representative within five (5) regularly scheduled working days after receipt by the Union of the City's First Step answer along with a statement of the reason(s) why the First Step answer was not acceptable. A grievance reaching this Step shall be considered by the Executive Board and the City's Grievance Committee at a meeting which shall be held not later than ten (10) regularly scheduled working days from the time the grievance was appealed to this Step. The Employee Relations Director and/or his representative will give the Union a Second Step answer within five (5) regularly scheduled working days after such meeting.
- c) **THIRD STEP:** If at this point the grievance has not been satisfactorily settled and the Union or the City desires to carry the grievance further, either party may submit such grievance to arbitration by the Federal Mediation and Conciliation Service (FMCS) in accordance with their voluntary labor arbitration rules, then pertaining. The submission of a grievance to arbitration must be made in writing to the FMCS and the opposing party within thirty (30) calendar days after receipt by the Union of the City's Second Step answer.

ARBITRATOR'S AUTHORITY: The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this Agreement. The arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. However, nothing contained in this Agreement shall be construed to

limit the authority of an arbitrator in his or her own judgment to sustain or reverse an alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding on the Union, its members, the employee(s) involved and the City.

The expenses and fees of the arbitrator and the FMCS shall be shared.

Section 3.3 – Time Limits: Time limits at any Step of the Grievance Procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to a grievance at any Step of the Grievance Procedure within the specified time limit, the grievance shall advance to the next succeeding Step of the Grievance Procedure, except that nothing contained herein shall automatically refer a grievance to arbitration. In the event that a grievance is not appealed by the Union to the next succeeding Step within the time limit provided for such appeal, such grievance shall not be considered as having been withdrawn with prejudice by the Union.

Section 3.4 – Grievance Meetings: Joint meetings of the Executive Board shall start not later than 2:30 p.m. on regularly scheduled work days, unless otherwise agreed. The Executive Board members shall be paid at their straight time hourly rate of pay for all time necessarily spent away from their regularly scheduled work to attend grievance meetings.

Section 3.5 – Grievance Discussions: Board members during their working hours, without loss of time or pay, may present grievances to representatives of the City in accordance with the Grievance Procedure or investigate grievances that have been filed, provided they receive approval in advance from their immediate supervisor and, provided further, that, if necessary and in those cases where a replacement is required, they will wait until such replacement is acquired. It is understood that such replacement will not require any overtime pay for the City.

Section 3.6 – Unit Grievances: Grievances on behalf of an entire shift, division of the department or ten (10) or more employees, shall be filed by the Chairman of the Executive Board, or in his absence any Board member, and shall be processed starting with the First Step of the Grievance Procedure, provided that the grievance is filed within ten (10) regularly scheduled working days from the occurrence of the event or from the date whereby the grievant could have reasonably had knowledge of the occurrence upon which the grievance is based.

Section 3.7 – Regularly Scheduled Working Days: For the purpose of time limits under this Agreement, regularly scheduled working days shall mean Monday through Friday, excluding the days (other than birthdays) celebrated as holidays hereunder.

Section 3.8 – Special Conferences: Special conferences for important matters (not grievances) will be arranged between the Chairman of the Executive Board and the Director of Employee Relations and shall be held within ten (10) calendar days of such request by either party for such a conference. Special conferences shall include, but not be limited to, changes, modifications, or alteration to departmental policies, procedures, or conditions. No more than three (3) representatives of the City and no more than three (3) representatives of the Union shall attend such conferences. The members representing the Union shall be paid for time lost from scheduled work while attending special conferences.

ARTICLE 4 – DISCIPLINE

Section 4.1 – Discharge and Suspension Cases: Discipline is primarily the responsibility of the Chief of Police and is intended to be a positive or developmental rather than a negative or punishing procedure. Any and all records of disciplinary actions placed in an employee's personnel file shall not be considered in a disciplinary matter after twenty-four (24) months unless it directly relates to the occurrence at issue.

When imposing any discipline, the Employer will not take into account any prior infractions which occurred more than four (4) years before the incident giving rise to the current discipline, provided the prior infraction resulted in a written reprimand or suspension of three (3) days or less. In the event an employee completes four (4) years of service without a disciplinary action, written reprimands and suspensions of three (3) days or less over four (4) years old shall be permanently removed from the employee's personnel file upon request.

In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure provided a written grievance with respect thereto is presented to the Chief within three (3) regularly scheduled working days after the start of a suspension or within five (5) regularly scheduled working days after such discharge. Such grievance shall be processed starting at the Second Step of the Grievance Procedure.

- a) The Chief of Police agrees to promptly notify (within 24 hours) the Executive Board Chairman, or in his absence a Board member, of such suspension or discharge.

Section 4.2 – Written Warnings: In the event any employee receives a written warning and he believes that just cause does not exist for the written warning, such written warning shall constitute a case arising out of the Grievance Procedure, provided a grievance with respect thereto is presented to the Chief within five (5) regularly scheduled working days after receipt of the written warning by the employee.

Section 4.3 – Union Representation: An employee who is being discharged, being suspended, receiving an oral or written warning, or the target of an investigation concerning a disciplinary matter, if he so requests, shall have the right to have a Board member present. Off duty Board members shall not be compensated by the City while performing this function.

Section 4.4 – Charges: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and the employee against whom the charges are brought. Such charges and specifications shall cite the specific sections of the Rules and Regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

- a) Either party may request a Pre-Arbitration Meeting. The request should be made in writing, and the meeting shall take place no later than 30 days prior to the scheduled arbitration date, unless the parties mutually agree otherwise. The purpose of the Pre-

Arbitration Meeting is to discuss possible resolution of the arbitration matter, as well as to discuss the exchange of exhibits, the identification of witnesses, and other evidence in the arbitration matter.

Section 4.5 – Just Cause: All disciplinary action shall be for just cause.

Section 4.6 – Personnel Files: A copy of any disciplinary action which will result in the addition of official entries to the personnel file will be given to the employee. An officer may request a meeting with the Police Chief and Director of Human Resources to review official disciplinary entries to his personnel file that are in excess of two (2) years old with the option, upon occurrence of the employee, the Director of Human Resources, and the Police Chief, to remove the same from the personnel file. All information in the personnel files regarding employees in the bargaining unit shall be treated in strict confidence by the City, as defined and regulated pursuant to P.A. 1978, No. 397; MCL 423.501 et. Seq., as amended.

Section 4.7 – Statements Relating to Official Duties: No officer shall be required to make any statement relating to his official duties to any person or agency outside the Police Department, except when subpoenaed or so ordered by a court or the Chief.

Section 4.8 – Back Pay Calculation: In the event it should be decided under the Grievance Procedure that an employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less the amount of any unemployment compensation received or any compensation earned as a result of being available for other work during the period of suspension or discharge.

ARTICLE 5 – WORK STOPPAGE

Section 5.1 – No Strike – No Lockout: The Union agrees that during the life of this Agreement, neither the Union, its officers, agents, or employees in the bargaining unit will authorize, instigate, aid, condone or engage in a strike, sympathy strike, slowdown, mass sick call-in, unlawful picketing, or other interference (including concerted refusal to perform work on an overtime basis that is required by the Chief) with the City's operations. The City agrees that during the same period there will be no lockouts.

Section 5.2 – Violation of No Strike Pledge: Individual employees, groups of employees or Union officials who instigate, aid or engage in a strike, sympathy strike, slowdown, mass sick call-in, unlawful picketing, or other interferences (including concerted refusal to perform work on an overtime basis that is required by the Chief) with the City's operations may be disciplined or discharged at the sole discretion of the City. Notwithstanding the above, any dispute concerning whether an employee or group of employees actually participated in such proscribed activity may be submitted to the Grievance Procedure for resolution.

ARTICLE 6 – SERVICE AND SENIORITY

Section 6.1 – Definition of Service: Service shall be defined as the length of a full-time employee's continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City as a full-time employee, since which he has not quit, retired, or been justifiably discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, PTO or for layoffs except as hereinafter provided.

Section 6.2 – Definition of Seniority: Seniority shall be defined as an employee's length of continuous service as a full-time police officer and correction officer with the Battle Creek Police Department since his last hiring date. "Last hiring date" shall mean the date on which an employee first reported for work with the Battle Creek Police Department at the direction of the City as a full-time employee, since which he has not quit, retired, been transferred outside of the Police Department, or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, PTO, or for layoffs except as hereinafter provided.

Section 6.3 – Definition of Classification Seniority: Seniority in classification shall be defined as an employee's length of service since his promotion or appointment to that classification or any other classification with a higher maximum wage rate, but shall exclude probationary periods that are not completed for reasons other than a reduction of personnel in that classification. If two or more employees receive a promotion on the same date, to the same classification, the classification seniority shall be determined by their ranking on the seniority list.

- a) If it becomes necessary to reduce the number of employees in any classification within the bargaining unit, employees shall be reduced on the basis of inverse order of classification seniority. Employees removed from a classification may exercise their classification seniority in any other classification in the bargaining unit in which they have classification seniority. The City agrees to give written notice to the Union President of the reason (s) for any pending layoff of employees in the bargaining unit at least thirty (30) calendar days in advance.
- b) Any employee's classification seniority shall be terminated upon permanent assignment out of the classification for cause as a disciplinary measure. Any member so transferred shall have no right to the classification seniority previously credited to him as a result of a subsequent promotional appointment.

Section 6.4 – Probationary Period: All new full time employees shall be probationary employees during the first twelve months of their employment. For those employees who must first attend a MCOLES Certified Academy, the probationary period will begin upon successful completion of the MCOLES Program. During the time spent at an academy, employees shall be subject to paragraph (a) below. During the probationary period, the new employee shall have no seniority status. At the conclusion of his probationary period, the employees name shall be added to the seniority list pursuant to the provisions of Section 6.5 of this Article.

- a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude, and capabilities of satisfactorily performing all of

the duties of the position. A probationary employee may be terminated for any reason at the sole discretion of the City during such period without recourse to the Grievance Procedure, but the employee shall be notified of such reason in writing at the time of his termination. The probationary period may be extended for up to six (6) months at the discretion of the Chief upon written notice to the employee and the Union of the reasons for the extension and of the steps to be taken by the employee and the City during the extended probation period. During the probationary period, employees shall be considered as at will employees and are not covered by Section 4.5 of this Agreement.

- b) Employees off work due to illness or injury in excess of any 5-day period shall have the days missed added onto the end of the employee's probationary period.

Section 6.5 – Seniority List: The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the bulletin board every six (6) months. The names of all full time employees who have completed their probationary period shall be listed on the seniority list in the order of their last hiring date, starting with the senior employee at the top of the list.

- a) For employees hired prior to July 1, 1983, if two (2) or more employees were hired on the same day, their names shall appear on the seniority list in alphabetical order.
- b) For employees hired on or after July 1, 1983 if two (2) or more employees are hired on the same day, their names shall appear on the seniority list in order of their application dates, the earlier application date being first on the seniority list.
- c) If two (2) or more employees hired on or after July 1, 1983, have the same application dates, their names shall appear on the list in alphabetical order.
- d) For purposes of establishing the alphabetical list, the employee's last name on their date of hire shall be used.

Section 6.6 – Termination of Seniority: Employment and seniority shall be terminated for the following reasons:

- a) Discharge for just cause, if not reversed by the Grievance Procedure;
- b) Resignation;
- c) An employee being absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City and who has no legitimate reason for not notifying the City of his absence. Such employee shall be considered as having voluntary resigned;
- d) Unexcused failure to return to work after expiration of a leave of absence;
- e) Retirement;

- f) Layoff for a continuous period equal to the length of an employee's seniority or sixty (60) consecutive months, whichever occurs first;
- g) If, when recalled to work following a layoff, the employee failed to notify the City within seven (7) calendar days of his intention to return to work or failed to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last known address on record with the City.

Section 6.7 – Return Rights to Seniority: Employees who are rehired by the City shall have their departmental seniority restored if they are rehired within twenty-four (24) months of their initial termination of employment from the Police Department. Those employees will be restored with their seniority minus the period of time between the original termination from the Police Department and their rehire date back into the Police Department. The decision as to whether to rehire an employee is within the sole discretion of the Chief of Police.

Section 6.8 – Special Assignments: Special assignments shall be determined and controlled by the following procedures:

- a) Special Assignments are defined as those assignments anticipated to last over 1 year. By way of example, current special assignments include: Community Service Officer, Downtown Officer, Warrant Officer, Motorcycle Traffic Officer, Vehicle Inspection Officer, Gang Suppression Officer, Telephone Response Officer and Canine Officer. Special assignments concerning the placement of employees shall be determined by the following procedure:
 - 1) The positions must be posted for seven (7) calendar days on the Department bulletin board.
 - 2) Those full-time, non-probationary employees who are interested shall sign their signatures to the posting sheet and give written notice to the Chief of Police their interest in the position. To be considered for the Canine Officer assignment, Officers must have a minimum of three (3) years seniority with the Department.
 - 3) The Chief shall select from the top five (5) seniority employees who apply. For the Canine Officer assignment, the Chief may select from any of the candidates expressing interest without regard to seniority.
 - 4) Placement of Canine Officer shall be subject to the terms as set forth in paragraph (d) of this section. Additionally, it is understood and agreed that the City may, at its discretion, have a canine assigned to an employee outside of this Bargaining Unit. This assignment may continue as long as there are at least three (3) canines assigned to the Bargaining Unit employees.

Prior to the selection of the employee for the special assignment all five (5) candidates shall be subject to a written evaluation of their education, skills, training, experience and other germane attributes relative to the special assignment.

When all factors are relatively equal, the most senior employee shall be awarded the position; however, if the senior employee is not selected, he shall be advised, in writing, of the reasons.

If the most senior employee is denied the position and it is felt to be unjust, it shall be an issue subject to the grievance procedure beginning at the Second Step.

- 5) A person in a special assignment who, in the Chief's opinion, does not perform satisfactorily under the written responsibilities and duties of the special assignment may be removed from the assignment and the position will be reassigned. However, no employee shall be arbitrarily or capriciously removed from a special assignment. This subsection shall apply during the first ninety (90) days of the Special Assignment.
- 6) The special assignments are not necessarily full-time functions; however, those assignments will be at least ninety (90) days. Further, it is understood that other officers may be called upon to supplement the work being done by the officers in such special assignments. Canine Officer assignments are considered permanent. However, the City reserves the right to remove a Canine Officer under the following conditions:
 - The officer requests removal;
 - The officer is removed for unsatisfactory performance and/or discipline;
 - The assigned canine is retired.
- 7) The need to fill a special assignment job and the length of time an employee remains in a special assignment beyond ninety (90) days shall be determined at the sole discretion of the Chief. All other job assignments shall be considered work assignments and shall be made at the sole discretion of the Chief.
- 8) The City will prepare a written list of job duties and responsibilities for the special assignments. In compiling such lists, the City will meet with the Executive Board to obtain its input into the contents of such lists.
- 9) Special Assignments derived through official state or federal grants may be assigned at the sole discretion of the Chief.
- b) Special Assignments concerning the placement of employees to serve in the Special Investigative Unit shall be controlled by the following procedures:
 - 1) Those procedures outlined in 6.8 (a) (1), (2), (4), (5), and (7).
 - 2) The Chief shall select from those employees expressing an interest in the position notwithstanding the employees' seniority status.

- 3) Assignment to the Special Investigative Unit shall be for at least 90 days but, shall not exceed two (2) years.
- 4) An employee other than a Detective assigned to the Special Investigative Unit shall not be eligible for reassignment to that Unit for one calendar year after the date the employee's assignment ends, unless special circumstances such as the employee's special skills, characteristics or knowledge, warrant placement of an employee in the Unit before the expiration of one (1) year. If an employee is reassigned before the expiration of one year, the Chief must communicate to the Union's Executive Board in writing the reasons for the reassignment. If the Executive Board feels the reasons do not justify an exception to the one (1) year provision, such shall be an issue subject to the grievance procedure beginning at the second step.
- 5) It is understood and agreed that the Special Investigative Unit is primarily a detective function. The special assignment of patrol officers to the Special Investigative Unit is intended to supplement the work of detectives in the Unit.

(c) Special assignments concerning the placement of employees to serve as Administrative Assistant to the Chief shall be controlled by the following procedures:

- 1) Those procedures outlined in 6.8(a)(1)(2)(4)(5) and (7).
- 2) Selection will be based on the most qualified applicant for the special assignment.

(d) Special assignments concerning the placement of employees to serve as Canine Officers shall be controlled by the following procedures:

- 1) Those procedures outlined in 6.8 (a)(1)(2)(3)(4)(5) and (7).
- 2) When the City conducts a selection process for the Canine Officer position, a list shall be established. The list shall be valid for one (1) year from the date it is posted.
- 3) The selection process shall include, at a minimum, an interview, an in home visit, and a physical fitness test. The City reserves the right to establish other requirements.
- 4) Officers selections for the Canine Officer assignment do so with the understanding that they voluntarily waive any rights they may have pursuant to the Collective Bargaining Agreement to be promoted outside of the bargaining unit. They may, however, participate in the promotional process while they are in this assignment.

Section 6.9 – Promotional Procedures: When the Chief determines that it is necessary to fill a permanent vacancy in a job classification or that it is desirable to establish an eligibility list for the Sergeants' classification, notice of the vacancy shall be posted for a period of seven (7) calendar days and shall be reported in the Operation Planning Bulletin at least once during the period. Employees wishing to apply for the vacancy must complete the application card and return

it to the Chief's office within the time period specified in the announcement. Vacancies in existing job classifications shall be filled in accordance with the following:

Detectives, Crime Lab Specialists, and Sergeants: Applicants must have completed three (3) years of departmental seniority. A written examination shall be graded by the City's Personnel Department or by an outside party selected by the City. The test for Detective, Crime Lab Specialist, and Sergeant shall be considered separate tests administered on separate dates. The written test shall constitute forty-five (45%) percent of an applicant's final score, and to be eligible for the oral interview Board, the applicant must receive a score of at least seventy (70%) percent on the written examination. The written test shall be designed to fully and fairly test the comparative merit of the applicant's knowledge and ability to perform the duties of the position to which they have made application. The City will provide, at no cost to the employee, all material necessary for studying/completing the examination. Applicants who receive these materials shall be required to take the examination or reimburse the City for the expense of the materials. The materials will be returned to the City in good, unmarked condition at the time of the test.

Qualified applicants shall appear before an Oral Interview Board. For openings in the Detective classification, the Board shall consist of the Investigation Division Command Officer, one (1) other sworn member of the Police Department in the Detective classification or above who shall be appointed by the Chief, and the Employee Relations Director or his designated representative. For openings in the Sergeant classification, the Board shall consist of two (2) sworn members of the Police Department of the rank of Sergeant or above appointed by the Chief and the Employee Relations Directors or his designated representative. The format for the oral interview shall be developed and graded by the Employee Relations Office and followed for each applicant. The oral interview score shall constitute forty-five (45%) percent of the applicant's final score. Seniority shall constitute a maximum of ten (10%) percent of the final score, with one (1%) percent of the final score being given for each year of departmental seniority. Oral interviews for the Crime Lab Specialist shall be the same as for the Detective.

The names of applicants and final scores shall be placed on separate eligibility lists which shall remain in effect for a period of two (2) years from the date each test was administered. The Police Chief shall fill any permanent vacancy by selecting any one of the top five applicants or any applicant if the list is less than five (5).

Promotion to the rank of Sergeant shall only occur when a current vacancy exists. Promotions will occur within 90 days of selection. If an employee is promoted to Sergeant at or near the expiration of the list, such promotion shall occur within 45 days of the list expiration or the City is required to begin paying the employee at the rate of pay required for Sergeant.

Section 6.10 – Salary Upon Promotion: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next

succeeding pay period, be placed at the lowest step for the classification to which he had been promoted, which will result in a pay increase.

- a) All step increases shall become effective on the pay period nearest the employee's anniversary date. The anniversary date is the date of last hire or the date of his promotion to his presently held position classification, when applicable.

Section 6.11 – Probationary Period Following Promotion: The probationary period following promotion to another job classification is one (1) year. The probationary period is for the purpose of enabling the City to determine if the employee has the attributes and capabilities of satisfactorily performing the responsibilities of the position. A probationary employee may be reduced to his former classification at the discretion of the Chief during such period. The employee shall be notified of the reason (s) for the reduction in writing at the time of his reduction. The Union shall also be notified in writing of the fact that a reduction has occurred. The employee may revert back to his former classification at his own volition within the first six (6) months of his promotion. An employee who voluntarily reverts back to their former position shall have their name taken off the current eligibility list.

Section 6.12 – Temporary Transfers or Promotions: The Chief shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, PTO, or leaves of absence for the period of such absences. The Chief shall also have the right to temporarily transfer an employee within the bargaining unit, irrespective of his seniority status to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise, for a period of not to exceed six (6) months. It is understood and agreed, that any employee within the unit temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification.

Section 6.13 – Promotion Outside the Bargaining Unit: If an employee is promoted either on a temporary or full-time basis to a position in the department not included in the bargaining unit, during the first twelve (12) months following the promotion he shall have accumulated seniority and classification seniority while working in the position to which he was promoted. Employees returned to the bargaining unit during such twelve (12) month period shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Employees who do not return to the bargaining unit during the twelve (12) month period shall not lose their seniority, but shall cease to accrue additional seniority in this bargaining unit.

- a) In the event of a temporary vacancy of at least five (5) duty days in the Sergeant's classification, the Chief may offer the position to employees who are among the top five (5) applicants on the Sergeant's eligibility list. Since one of the purposes for the assignment is educational, when the assignments are offered to the qualified officers it shall be on a rotating basis in increments of not more than six (6) months. If an eligible employee is scheduled for PTO when a temporary promotion to the Sergeant's classification occurs, the employee shall be bypassed for the assignment and offered the

next available assignment. The temporary promotion of an employee to the Sergeant's position shall not be the basis for canceling any employee's scheduled PTO.

Section 6.14 – Shift/PTO Assignments: An employee may bid for shift assignment and PTO based on his seniority. Such bids shall be made twice each year according to the following schedule:

- a) For the twenty-six-week period commencing with the beginning of the first pay period following September 1, bidding for a shift shall be done between July 20 and August 3. Shift assignments shall be posted by August 10. Bidding for PTO (vacations) shall be between August 10 and August 24. PTO shall be posted by August 31.
- b) For the twenty-six-week period commencing with the beginning of the first pay period following March 1, bidding for shift shall be between January 17 and January 31. Shift assignments will be posted by February 7. Bidding for PTO (vacations) shall take place between February 7 and February 21. PTO shall be posted on or before March 1.
- c) Notwithstanding the above, the Chief may, to meet the needs of the Department, assign an employee to a shift based upon the Chief's written review of the skills, qualifications, and present ability to perform the tasks deemed necessary by the Chief's to be performed on that shift. In emergency situations, the Chief retains the right to assign employees as needed.
- d) Detectives are not subject to the PTO and shift bidding language contained in this section.
- e) The Chief retains the right to determine the number of employees off on each shift at any given time.

ARTICLE 7 – LEAVES OF ABSENCE

Section 7.1 – Personal Leave: The City may grant a leave of absence without pay for personal reasons without loss of seniority to an employee, provided good cause exists for the request, the employee can be spared from work at the time requested, and he obtains advance written permission from the Chief and Employee Relations Director. The length of personal leave shall be determined by the City and the employee making the request. However, the City's determination shall be final and not subject to the grievance procedure.

Section 7.2 – Medical Leave: An employee who, because of illness, pregnancy or accident is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability provided: (1) that he promptly notify the City of the necessity thereof; (2) that he supply the City with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the City; and (3) that such leave of absence shall not exceed two (2) years.

Section 7.3 – Military Field Training Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.

- a) Annual Field Training: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligation and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any between what they received in the form of pay therefore and what they would have received from the City had they worked a normal shift during such period. Such payment shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.
- b) Monthly drill sessions: It is incumbent upon the individual employee to arrange his or her attendance at monthly drill sessions. The City will allow an employee to trade days with another employee or to reschedule days so that the employee can attend the monthly drill sessions provided, however, the employee first gets approval from the Chief. Approval will be granted provided that the employee gives at least one week's notice before the trading or rescheduling of days is done and further provided the trading or rescheduling does not result in the payment of overtime. The City will not reimburse an employee for salary lost while attending monthly drill session.

Section 7.4 – Military Service Leave: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the provisions of the applicable laws in effect. The City agrees to comply with State and Federal laws related to rights bargaining unit members may have when assigned to military duty.

Section 7.5 – Supplemental Pay to Workers' Compensation: The City will allow an employee injured on the job and eligible for Workers' Compensation to draw the difference between the Workers' Compensation check and his normal net rate of pay (less Federal, State and City taxes) by charging his accumulated sick leave or compensatory time bank. A three (3) member board consisting of a representative of the Union, the Chief and Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, he shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to his accumulated sick leave or compensatory time bank. At the conclusion of the first six (6) month period, the Board shall review the case and recommend to the City Manager whether such supplemental payments should be

continued for an additional six (6) months without any charge to accumulated sick leave or compensatory time bank. The City Manager shall, in his sole discretion, make the final determination. Awards specified in this Section shall be based on the salary at the time of injury. All Board decisions shall be by majority vote and not subject to the Grievance Procedure.

Section 7.6 – Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost from regularly scheduled duty, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any such three (3) on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral, and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the City, must present proof of death.

- a) Immediate family is to be defined as: current spouse, children, step child (having resided with the employee for a continuous period of six (6) months or living with the employee at the time of death), brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild.
- b) The Chairman of the Bargaining Committee or his representative shall be excused from regularly scheduled work with pay (maximum of eight (8) hours) in the event of a death of an employee or retired employee for the exclusive purpose of attending the funeral in the Battle Creek area.
- c) Notwithstanding the above, in the advent of the death of the spouse or child as defined in subsection (a), the employee shall be granted four (4) days funeral leave at his regular rate of pay.

Section 7.7 – Union Business Leave: The City agrees to grant reasonable time off without loss of seniority and without loss of pay to any employee designated by the Union to attend an official meeting or to serve in any capacity on other official Union business, provided the following conditions are met:

- a) adequate notice is given to the City by the Union specifying the length of time off requested;
- b) the length of time does not exceed thirteen (13) working days within any twelve (12) month period;
- c) no more than two (2) employees shall be granted such time off for such purpose at any one time. The City will allow up to five employees time off under this provision to attend the POLC Annual Conference. The Union must provide a minimum 30-day written notice prior to the Conference, advising who is attending the Conference and the time needed;

- d) in the judgment of the Chief, the employee (s) can be spared from work on the dates and times requested.

ARTICLE 8 – WAGES

Section 8.1 – Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix “A” attached hereto and by this reference made a part hereof shall remain in full force and effect. The parties agree to a bi-weekly pay period and direct deposit of the entire paycheck.

Section 8.2 – Overtime Pay: Except as otherwise provided in this Agreement or an LOU, time and one-half (1 ½) the employee’s regular hourly rate of pay will be paid for all approved time necessarily spent on-the-job (including in-service training and lunch breaks), in excess of the employee’s regularly scheduled work day or forty (40) hour week. Except for sick call, all hours paid shall be considered hours worked. However, it is understood and agreed that when an employee is scheduled and works two shifts as a result of a shift change during a twenty-four (24) hour period which are not consecutive shifts, he will not receive overtime for the second shift. When a shift change occurs, the City will minimize to the extent practicable the working of consecutive shifts. In order to accomplish this goal, it is understood that during the week of a shift change employees may have their duty days rescheduled. There shall be no pyramiding of overtime hours.

- a) All overtime pay earned shall be paid along with the employee’s regular pay, the payday immediately following the week in which the overtime pay was earned.
- b) It is understood and agreed that, pursuant to past practice, an employee is subject to call during the lunch break.
- c) There will be a minimum three (3) day notice given prior to any shift change when possible in normal scheduling.

Section 8.3 – Call In For Duty: An employee called in for duty at a time other than his scheduled work shift shall be offered a minimum of two (2) hours of work and be paid at one and one-half (1 ½) times his hourly rate or paid the actual number of hours worked at one and one-half (1 ½) times his hourly rate, whichever is greater, unless such time be continuous with his scheduled shift, in which case the guaranteed minimum payment shall not apply.

- a) Notwithstanding the above, the guaranteed minimum payment shall not apply if it is necessary to call an employee back to work and it can be shown that due to the employee’s fault he failed to satisfactorily complete a report complaint or other document during his regular duty hours which of necessity must be completed before the employee’s next scheduled duty day.
- b) An employee who is called in for duty shall have the option of accepting a guaranteed minimum of two (2) hours of pay at one a one-half (1 ½) times his hourly rate and

being released from duty upon the completion of the function which he was called in to perform.

Section 8.4 – Call In For Court: Whenever it is necessary for an off-duty officer to be called in to appear: (1) in court; (2) before the Prosecutor or his representative, or (3) before any other official body or investigatory agency on matters pertaining to police business, he shall be paid a minimum of three (3) hours straight time or time and one-half (1 ½) for the total time spent until released for the day, whichever is greater, unless such time be continuous with his scheduled shift, which is defined as within 30 minutes of the starting time of his shift, in which case the guaranteed minimum payment shall not apply. In the event the call in is for the purpose of signing a warrant, the employee shall receive two (2) hours at the employee's straight time rate. There shall be no pyramiding of overtime hours.

Section 8.5 – Call In For Training: An employee called in and required to attend a training session at a time other than his scheduled work shift shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times his hourly rate or paid the actual number of hours worked at one and one-half (1 ½) times his hourly rate, whichever is greater, unless such time be continuous with his scheduled shift, in which case the guaranteed minimum payment shall not apply.

Section 8.6 – Compensatory Time: Whenever an employee works in a situation which would entitle him to be paid on a basis of time and one-half (1 ½), the employee shall have the option to exchange such time paid for compensation time (CT) at the rate of time and one-half (1 ½) under the following conditions:

- a) A maximum of four hundred eighty (480) hour CT bank accrual. Employees hired on or after 10/21/2008 shall have a maximum two hundred forty (240) hour CT bank accrual.
- b) The CT option will be declared by the employee within the pay period worked.
- c) Any use of compensation time (CT) will be charged and deducted from the employee's CT bank.
- d) CT hours may be used in increments of not less than one (1) hour.
- e) Employees may use banked CT hours upon the approval of the Chief or his designee.
- f) CT bank hours may be used in conjunction with PTO time. The use of CT banked hours for the first seven (7) days of a leave for sickness or pregnancy where the employee qualifies for sickness or pregnancy disability pay pursuant to Article XIII, Section 1 of this Agreement does not have to be approved by the Chief or his designee. An employee shall not receive sickness and accident benefits for those days or fractions thereof covered by the use of CT banked hours.
- g) Employees will be granted CT use on a first come first served basis. If a determination cannot be made which request was first, it will be granted on a seniority basis. Any denial of Ct use will be in writing with reasons for the denial.

Section 8.7 – Cash Out of Comp Time: Beginning July 1, 1986, an employee may cash-in up to forty (40) hours of comp time per year at the employee's rate of pay at the time such comp time is cashed-in provided that, if after a review by the Finance Director and the Police Chief, funds are available for such payments. The City may require up to fourteen (14) days advance notice prior to payment of such time.

Unused comp time shall be paid upon an employee's separation, retirement, or death. In the case of death, the payment shall be made to the employee's estate. Payments shall be made at the rate of pay in effect at the time of retirement, separation or death.

Section 8.8 – Overtime Equalization:

- a) The City will endeavor to equalize overtime opportunities within the bargaining unit. To this end, the City will offer normal shift overtime opportunities first to off-duty employees of the shift where the overtime occurs. Officers assigned to the Neighborhood Enforcement Team (NET) will be considered as second shift employees unless notice is given by the Chief, in writing, notifying the Union of a change in shift assignment. Detectives are excluded from normal shift overtime opportunities.
- b) If no off-duty employees of the shift where the overtime occurs volunteer to perform the available shift overtime, or if the overtime is outside overtime, the City will fill the overtime by using the Master Overtime List.
- c) The Master Overtime List shall exclude Court Officers and plain clothes employees assigned to S.I.U.
- d) All employees shall be listed by seniority and the list shall be used on a rotational basis. If an employee is contacted for shift or outside overtime and elects not to report for that assignment, the employee shall be moved to the bottom of the overtime list. If an attempt is made to contact the employee and the employee cannot be contacted or the supervisor calling receives a response from an answering machine, the employee will be considered as not being contacted and shall remain in their current position on the overtime list. Detectives shall remain on their position on the list until such time as an opportunity for outside overtime is offered to them and they either accept or refuse that overtime opportunity. If no employee called accepts the overtime work, the City may require the least senior available employee to perform the work.
- e) In the event an employee is improperly passed over for overtime work and was not called by the City, that employee shall be placed at the top of the overtime list and given the next overtime opportunity for which they are available. If the employee is improperly passed over for outside overtime work, the employee shall also be entitled the three (3) hours of overtime pay for each such incident.
- f) Outside overtime shall mean any overtime which occurs due to the City providing an outside agency with police services other than the normally scheduled police services.
- g) Employees may elect, by filing written notice to the Chief or the Chief's designee, not to work overtime. Such employees shall not be required to work overtime unless: (1)

there are not enough employees who volunteer to perform the available work, or (2) called out or scheduled for emergency overtime.

Section 8.9 – Emergency Overtime: Emergency Overtime shall be required overtime and shall occur when, in the Chief's judgment, conditions make it essential that employees be present at work.

Overtime not covered by the overtime rotation list shall be defined as emergency overtime. Emergency overtime shall be when, in the Chief's judgment, an unforeseen combination of circumstances or a state that calls for immediate action exists, or the personnel required to carry out an operation possess clearly defined skills necessary for successfully completing the operation.

Section 8.10 – Pay During Temporary Transfer: When any employee is required to assume a higher position for eight (8) hours or more, he shall be compensated at a rate of pay equal to that which would be applicable if the assignment were made on a permanent basis, for all hours so assigned. Notwithstanding the above, if the temporary transfer is to the classification of Sergeant, the higher rate shall be payable if the transfer is for more than two (2) hours.

Section 8.11 – Educational Incentive: It is recognized by the City that police officers who are continually upgrading their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to establish the following incentive plan for the purpose of encouraging police officers to get such additional education at an accredited college. Such payment will be made to full-time, non-probationary employees on the first payday following July 1.

- a) Employees granted a Law Enforcement Certificate - \$200 only possession of a Law Certificate.
- b) Associate Degree in Police Administration or similar degree - \$350. Similar degree means Law Enforcement or Pre-Law, Psychology, Sociology, or Social Science at a Community College. Employees hired on or after September 2, 2013, shall not be eligible for an educational incentive payment for an Associate Degree.
- c) Bachelor Degree in a related field - \$400. Related field means Psychology, Sociology, Social Science, Business Administration or Public Administration with minor in the fields of Psychology, Sociology or Social Science.
- d) Bachelor Degree in Police Administration - \$500. Police Administration (Criminal Justice) means Correctional Administration, Criminalistics, Highway Traffic Administration, Law Enforcement Administration, Prevention and Control of Delinquency and Security Administration.
- e) Employees who have been granted a Master's Degree in Criminal Justice or Public Administration - \$600.

Section 8.12 – New Job Classification: When and if the City creates a new job classification or effects a substantial alteration of the job content of an existing job classification, it shall set a salary therefore, and advise the Union in writing of the proposed salary. If the Union

disagrees, it shall notify the City in writing within ten (10) regularly scheduled working days after receipt of such written notice. If a mutually satisfactory salary is not agreed upon within thirty (30) calendar days after serving such notice to the City, the issue may be referred to the Grievance Procedure starting at the Third Step thereof. If, in the above procedure, a different salary is arrived at, the different rate shall become effective retroactively to the date the job classification was created or the job content was changed. Failure of the Union to notify the City in writing of its desire to negotiate within the ten (10) day period, or having served such notice, failure to refer the matter to the Grievance Procedure within the aforementioned thirty (30) day period shall constitute acceptance by the Union of the salary.

Section 8.13 – Supplemental Compensation (Canine/Bomb Tech): Effective July 1, 2016, Canine Officers shall receive one (1) hour straight time pay for each day on-call. Certified bomb technicians shall receive \$1,000.00 per year paid on or after July 1st of each year.

Section 8.14 – Detective Assignments/Stand-By: Employees occupying the classification of Detective will be required to serve in a “stand-by” capacity. One (1) Detective per day will be assigned as “Primary” for purposes of “stand-by.” These days shall be selected by the employee based on seniority and divided as equally as possible.

“Stand-by time will be for a period of twenty-four (24) hours beginning at 0800 hours. While serving in such a capacity, the employee will receive one (1) hour of pay at the employee’s straight time rate. Such time shall not be used when calculating overtime in a pay period.

In the event of a call for duty, the Detective Sergeant, or other assigned supervisor, will contact the Detective listed as the Primary for that day. Primary Detectives who fail to respond when called will be subject to disciplinary action.

- a. Personal Leave Day: Due to the nature of the work, all Detectives understand that the ability to work overtime is an essential function of the job. Effective July 1 of each year, Detectives shall receive one (1) personal leave day (8 hours). This day must be used prior to June 30th of the subsequent year and may not accumulate.
- b. Detective Vehicles: Detectives shall be assigned an unmarked vehicle for duty purposes only. This privilege is granted at the sole discretion of the City and may be revoked at any time. Personal use of City vehicles is prohibited unless incidental to employment or as specifically authorized. (Limited incidental personal use and to/from home/work is authorized.) The Chief of Police or his designee may revoke this privilege at any time for improper use of the vehicle.

ARTICLE 9 – PAID TIME OFF (PTO)

Section 9.1 – PTO: All employees shall accumulate PTO according to the following schedule:

Less than 1 year of service:	62 hours
1 to 5 years of service:	112 hours

5 to 10 years of service:	152 hours
10 to 15 years of service:	192 hours
15 to 20 years of service:	232 hours
20 or more years of service:	272 hours

Employees who have actually worked or been on PTO a total of less than 1800 hours shall receive a prorated PTO benefit rounded up to the nearest half day. Employees shall be given credit for hours lost from work due to Workers' Comp injuries (maximum of 300 hours) and/or time served on active military duty.

Section 9.2 – PTO Scheduling: Employees may bid for PTO based upon their seniority. Bidding shall follow the procedure outlined in Article 6, Section 14.

- a) No employee may schedule more than two (2) consecutive weeks of PTO, or more than two (2) weeks of PTO in any calendar month; however, exceptions may be made by the Chief for extenuating circumstances.
- b) Normal procedure is to allow a maximum of two Officers on scheduled (non-sick call) PTO per shift. The employer agrees to allow three employees off of any shift provided that the third employee off does not result in the employer having to pay overtime to fill the vacancy created. Requests for PTO will not be unreasonably denied.

Section 9.3 – PTO Pay: A week of PTO pay as provided for in Section 1 above shall equal forty (40) hours of pay at the employee's straight time hourly rate in his job classification as of the time the employee takes his PTO. PTO shall not be carried over from year to year. There are two exceptions to the loss of banked PTO: (a) an employee can carry over a maximum of 40 hours PTO, provided the employee was unable to use PTO due to circumstances beyond their control and the Chief and the Human Resources Director approve the carry over in advance; (b) employees who retire (with a benefit payable) within 14 days of their service anniversary date will be allowed to carry over all banked PTO hours. PTO paychecks shall be delivered on the last regularly scheduled payday immediately preceding the start of the employee's PTO, if it is requested two (2) weeks prior to the PTO date by the employee. When a holiday falls within an employee's PTO, the employee shall have the option of extending the PTO for one (1) day continuous with the PTO of "banking" eight (8) hours if the employee has less than two hundred (200) hours in his CT bank.

Section 9.4 – PTO Call In For Duty: In the event an employee is "called in for duty" while he is on PTO or during off-duty days continuous therewith, he shall be paid for each hour worked during the twenty-four (24) hour period after he returns to duty at time and one-half (1 ½) his regular rate with a minimum of four (4) hours at time and one-half (1½) in addition to PTO pay, or rescheduled PTO, at the employee's option.

Section 9.5 – Termination of Employment: If an employee who is otherwise eligible for PTO (vacation) pay quits or is discharged on or after his employment anniversary date without having received the same, such employee will receive, along with his final paycheck, the unused PTO (vacation) pay for which he qualified as of his anniversary date and his pro rata share of PTO (vacation) earned thereafter until such time as he leaves the employment of the City.

ARTICLE 10 – HOLIDAYS

Section 10.1 – Holidays Celebrated: All full-time employees shall be entitled to receive the following paid holidays provided they qualify for such pay as set forth below:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas
Independence Day	
Labor Day	

- a) To qualify for pay hereunder, the employee must either work his entire scheduled work day on a holiday, or if not scheduled, then his entire regularly scheduled working day before and after the day celebrated as a holiday, unless excused due to an illness or injury, verified to the City's satisfaction by a doctor, or excused early from work due to unavoidable circumstances, or on any pre-approved paid time off.
- b) For continuous shift operations, the holiday shall be celebrated on the actual day of the holiday. For non-continuous shift operations, the current practice of the City scheduling in advance the day to be celebrated as the holidays shall continue.

Section 10.2 – Holiday Pay: In the event an employee is regularly scheduled for and works on any recognized holiday, he shall receive time and one-half (1 ½) his regular hourly rate for all hours actually worked in addition to his regular pay. An employee will have the option of banking twelve (12) hours in lieu of premium pay if he has less than four hundred eighty (480) hours in his CT bank (240 hours for employees hired on or after 10/21/2008). Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but are given the day off, shall continue to receive pay for that day even though they are not required to work.

ARTICLE 11 – LONGEVITY

Section 11.1: The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired on or before June 30, 2011, who qualify for such, the amount as set forth below:

- a) To those full-time employees who, prior to December 1st of each year have completed seven (7) but less than eleven (11) years of continuous service, the City will grant on the payday following said December 1st of each year, an amount equal to Three Hundred Seventy-Five (\$375.00) Dollars.
- b) To those full-time employees who, prior to December 1st of each year have completed twelve (12) but less than nineteen (19) years of continuous service, the City will grant on the payday following said December 1st of each year, an amount equal to Six Hundred Seventy-Five (\$675.00) Dollars.

- c) To those full-time employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant on the payday following said December 1st of each year, an amount equal to One Thousand (\$1,000.00) Dollars.
- d) Any employee who terminates his employment for any reason, including retirement or death, after his employment anniversary date of any year shall receive, along with his final check, that amount of longevity pay to which he became entitled as of his employment anniversary date.
- e) Additionally, employees who have qualified for longevity pay shall, upon retirement from the City with a pension benefit immediately payable, receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- f) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE 12 – INSURANCE

Section 12.1 – Health Insurance: The City shall provide each full-time employee the option of selecting one of the following health plans:

- a) The City of Battle Creek officers a High Deductible Health Plan (HDHP) which is the City's base plan for health care coverage.
- b) In addition to the base plan, the City agrees to provide at least one other non-high deductible plan through any insurance carrier authorized to conduct business in the State of Michigan. Employees electing coverage other than the City's base plan will be responsible for payment of any increase in the cost of coverage as compared to the base plan cost. Such coverage will be available to active, regular full-time employees and their dependents under age 26 if the employee authorizes the payroll deduction for their portion of the premium.
- c) Effective January 1, 2017, all employees who elect health insurance will pay 20% of the annual premium cost for the single, double, or family coverage, in addition to any costs identified in sub-section (b) of this article. The cost of the annual premium will be deducted on a pro-rata basis each pay period each month.

1/1/17: City will fund deductible at \$2,000 single/\$4,000 2 person and family

1/1/18: City will fund deductible at \$2,000 single/\$4,000 2 person and family

1/1/19: City will fund deductible at \$1,000 single/\$2,000 2 person and family

The City will fund the deductible in equal amounts at the end of each quarter.

The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of other coverage at open enrollment. Employees who opt out of coverage would receive a payment of \$200 per month. Employees can opt back in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage.

The City will continue to provide health insurance benefits for the period of time that an employee is receiving Sickness & Accident benefits. Employees on an unpaid leave of absence, suspension, or layoff shall continue to have their insurance benefits (health, dental and life) paid by the City for the first sixty (60) calendar days. After sixty (60) days, the employee may continue the insurance benefits in effect, to the extent allowed by the insurance companies, by paying in advance the monthly premium to the City. Employees receiving Sickness & Accident benefits or Workers' Disability Compensation benefits shall receive insurance benefits paid by the City for the period of time they are compensated pursuant to those benefits or twelve (12) months, whichever occurs first.

The City agrees to offer employees the opportunity to renew their health insurance coverage each calendar year.

- a) Health Insurance - Retirees: Bargaining unit members retiring on or before December 31, 2006, may have the option of continuing coverage through the City's group health insurance plan pursuant to resolutions adopted by the Battle Creek City Commission at its April 10, 2007, meeting establishing a base insurance plan for retirees of Act 345, and also pursuant to Resolution 128 (amended), adopted April 17, 2007, which established policy on the distribution of §401(h) monies.

Bargaining unit members retiring on or after April 29, 2007 with a pension benefit immediately payable will be allowed to continue on the City's group health insurance plan pursuant to the terms of a Letter of Understanding (LOU), ratified by this bargaining unit and approved by the Battle Creek City Commission (Resolution 129 added, 4/17/07). The terms and provisions of that LOU are incorporated into this agreement by reference.

Section 12.2 – Dental Insurance: The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class I; \$25.00 per person on balance of Class II and Class III benefits

Benefit: \$1,500 annual maximum contract benefit per person for Class I, II, and III benefits

Orthodontics: 50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person

Charges: pays based on usual, customary, and reasonable as determined by the insurance carrier

Employees newly hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

Section 12.3 – Life Insurance: The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employee's base annual salary, rounded up to the next thousandth dollar. The minimum life insurance benefit shall be \$31,000.

Section 12.4 – Conditions of Insurance Coverage: Insurance provided under Sections 12.1 through 12.3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 12.1 through 12.3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article and in the insurance benefit policies during the life of this agreement.

Section 12.5 – Liability Insurance: The City shall defend and indemnify employees pursuant to the terms of Resolution No. 186 of 1980, adopted by the Battle Creek City Commission on July 1, 1980, Which states that it is a policy of the City of Battle Creek to defend and indemnify employees from any claims, liabilities, costs, judgments, or settlements which said employees shall be legally obligated to pay as a result of actions taken, or not taken, while acting in the course of their employment or in the performance of their duties and while acting in the scope of their authority to the extent not covered by insurance.

ARTICLE 13 – SICK LEAVE

Section 13.1 – Sickness and Accident Policy: The following sick leave program shall be in effect, subject to the provisions of the insurance policy presently in effect:

- a) If accidental bodily injury shall be sustained by an employee while insured hereunder and shall, from the date of the accident, directly and independently of all other causes, result in the total disability of such employee, the insurance company will pay weekly, commencing with the 1st day of such continuous disability, a weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the insurance company will pay a weekly indemnity equal to 1/5th of employee's pay for which such employee is insured.
- b) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:
 1. For which the employee is not regularly treated by a legally qualified physician.
 2. Resulting from intentionally self-inflicted injury or attempted self-destruction.

3. Resulting from injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot as a participant.
 4. Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
- c) If sickness or pregnancy shall cause total disability, and if such disability begins while the employee is insured hereunder, the insurance company will pay weekly, commencing on the eighth (8th) day of such continuous disability, a weekly indemnity at the rate of such continuous disability but not to exceed 26 weeks for any one sickness. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the insurance company will pay a weekly indemnity equal to 1/7th of employee's pay for which such employee is insured.
- d) An employee shall not be insured for and no weekly indemnity shall be payable for any disability:
1. For which the employee is not regularly treated by a legally qualified physician.
 2. Resulting from sickness contracted as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot as a participant.
 3. For which the employee is entitled to indemnity in accordance with the provisions of any Workers' Compensation or Occupational Disease Act or similar law.
- e) Payment shall not be made under both the weekly indemnity accident insurance and the weekly indemnity sickness insurance provisions in respect of any day of disability.
- f) Successive periods of disability, whether under the weekly indemnity accident insurance or the weekly indemnity sickness insurance, will be considered due to one accident or sickness unless the successive periods are separated by the employee's return to full-time, active work with the City for at least six (6) months.
- g) Total disability, as used herein, shall mean:
1. Complete inability to perform any of the duties of his regular occupation or employment during the continuous and not engaged in any other substantially gainful employment or occupation.
 2. Complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience.
 3. In the event of disagreement on total disability, a three (3) doctor panel will be convened; one (1) selected and paid by the employee, and two (2) selected and paid by the City. The majority opinion by the doctors will be final and binding on the parties.

An employee who is disabled from his regular assigned position in the Police Department with an accident or sickness which may disable him from ever returning to that assigned position in the Police Department again, may be retrained for another position outside the bargaining unit dependent upon an evaluation by qualified medical and psychological personnel selected by the City for the review of the injured employee and the proposed then occurring vacant position.

If a period of reassignment is necessary, during such period of reassignment continuous with the end of the sickness and accident period, the employee shall be paid at the rate of pay the individual was earning under the sickness and accident plan weekly benefits for an additional six (6) month adjustment period or the pay assigned to the new position, whichever is greater. After which time the employee shall receive the pay assigned the position for which the employee is qualified and has been so selected.

The City reserves the right of final decision in all such cases as to the type of position the above-mentioned evaluation may indicate and the type of training needed for such position.

- h) The weekly indemnity benefit begins with the first 1st day of disability due to accident and on the eighth (8th) day due to a sickness or pregnancy. The amount of benefit shall equal sixty-six (66) percent of the employee's base pay in effect on the date the disability occurred.
- i) The above benefits shall be for a maximum period of twenty-six (26) weeks.

Section 13.2 – Emergency Leave of Absence: Permission to take paid emergency leave will be granted to each full-time employee who, in the opinion of the Chief and the Director of Employee Relations, furnishes adequate proof that his then current spouse, child or parent has an extreme critical illness or suffered an extreme critical injury. Emergency leave shall be granted only for the time necessary, but the period of paid time off shall not exceed four (4) consecutive calendar days. For the first two (2) emergency leave days, there shall be no charge made to the employee's accumulated sick leave or compensatory time; thereafter the paid emergency leave payment will be conditioned on charging the employee's accumulated sick leave or compensatory time.

Section 13.3 – Abused Sick Leave: Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE 14 – RETIREMENT PLAN

Section 14.1 – Act 345: The City agrees for the life of this agreement, to maintain the same level of retirement benefits in effect as were in effect on the date of execution of this Agreement, with the following changes:

- a) Effective July 1, 2016, the employee pension contribution shall be 8.0%.
Effective July 1, 2017, the employee pension contribution shall be 8.25%
- b) Employees shall have their retirement benefit calculated on the basis on 3.0% of final average compensation multiplied by the first 25 years credited, plus 1.0% of final

average after 25 years up to a maximum benefit equal to 80% of final average compensation.

- c) Effective for employees retiring after December 1, 2011, the maximum PTO payout at separation of service that may be included in calculating an employee's final average compensation is six (6) weeks.
- d) For employees hired on or after September 3, 2013, the following conditions shall apply:
 - i. Any and all overtime pay is excluded from pension contribution for the employee and the City and shall not be used to calculate an employee's Final Average Compensation (FAC);
 - ii. The maximum number of PTO (vacation) and/or compensatory time that can be used to supplement an employee's Final Average Compensation is 240 hours.

Employees may retire with 25 or more years of service regardless of age or at age 60 regardless of service. (Both provisions effective 7/1/1996)

Section 14.2 - MERS: Civilian employees in the bargaining unit are members of the Municipal Employees Retirement System (MERS). The benefit plan is C-2 with a B-1 base, FAC-5. Effective 3-01-01, the benefit plan shall be B-3. The employee contribution rate shall be 3.12% of payroll.

Section 14.3 - 457 Deferred Compensation Plan: Recognizing that employees have a responsibility to save for retirement over and above contractual pension benefits, the City offers employees the opportunity to participate in a 457 deferred compensation plan through the ICMA-RC. Participation is voluntary. Information about the plan is available through the Employee Relations Officer.

ARTICLE 15 – GENERAL

Section 15.1 – Clothing and Incentive Allowance: The present policy of laundering and maintaining clothing for uniformed and plain clothes personnel shall remain in effect. In addition, thereto, Detective, Crime Prevention Specialist, Crime Lab Specialist, Forensic Technician and Community Service Officer personnel shall receive an annual payment to be applied to the purchase of outer clothing. The annual payment shall increase according to the following schedule:

July 1, 1996	\$625.00
July 1, 2009	\$675.00
July 1, 2010	\$700.00

S.I.U. shall receive an annual payment equal to twenty-five (25%) percent of the benefit paid to employees in the above referenced classifications. Such payment is to be made as of April 1 of each year to those employees assigned these classifications, and paid in the form of a voucher

check with a federal tax form 1099 being issued. Employees assigned for less than the full twelve (12) month period preceding April 1st, shall receive a prorated payment.

- a) For each full day served as Field Training Officer (FTO), each officer shall receive one (1) hour of compensatory time. The following classification of employees shall receive an incentive payment as set forth:

Breathalyzer Operator	\$100.00
Crime Scene Technician	\$150.00
Corrections Officer with Certification from Department of Corrections, the National Sheriffs Association, or from a City-approved course	\$200.00

The above payments shall be made each July 1. Payment shall be made in the form of a voucher check with a federal tax form 1099 being issued. Employees assigned to the above classifications for less than the full (12) month period preceding July 1, shall receive a prorated payment.

Section 15.2 – Equipment Supplied by City: At no cost to the employee, the City will provide the basic issue of uniforms, as currently provided, and equipment which meets safety standards required of the assignment as established by the Chief. Employees purchasing safety equipment and authorized footwear, over and above that supplied by the City, will receive \$125 per contract year; payable on the first full pay period of July each year.

- a) The City will provide standard Police Department business cards for all patrolmen and personalized business cards to all Detectives, Community Service Officers and Warrant Officers.

Section 15.3 – Off Duty Protection: All sworn personnel are presumed to be subjected to duty twenty-four (24) hours per day. Therefore, any action taken by a member of the Lodge on his time off, which would have been appropriate if taken by an officer on duty, shall be considered police action and the officer shall be protected by the sick leave, Workers' Compensation, civil liability and other insurance benefits provided by the City as if he had been on active duty at the time he took action.

Section 15.4 – Copy of Departmental Rules and City Administrative Code: The City will provide each new member of the bargaining unit and the Union a handbook stating the rules and regulations of the Police Department, the City Administrative Code, and a copy of this Agreement. Copies of changes or additions to the rules and regulations will be provided to each employee and the Union. All employees will be expected to study and understand the rules, regulations, Code and this Agreement.

Section 15.5 – Expense Reimbursement: Employees that are out of the City on official police business (as determined by the department) and are required to purchase meals, will be reimbursed, not to exceed the set amount allotted by the City's written policy, upon submission of an expense voucher (with 100%) documentation of incurred expenses) within fourteen (14) days of the date the voucher was approved by the Police Department.

Section 15.6 – Accident Review Board: The accident review board shall have one (1) sworn police officer from the Union on that board. The Union is responsible for notifying the City of the name of that employee.

Section 15.7 – Bulletin Boards: The City agrees to furnish a suitable bulletin board in a convenient place for the posting of Union notices and other recreational and social events, subject to the following limitations:

- a) The Union shall maintain the bulletin board,
- b) Such notices posted shall contain nothing of a political, controversial, or defamatory nature or such posting will result in the board being removed.

Section 15.8 – Beneficiary: In the event of the death of any employee while employed by the City, payment to the named beneficiary on record with the Personnel Office, of a deceased member, shall be made for City benefits which he may have accrued as a result of employment, except those retirement benefits controlled by the Retirement Board, which will be paid in accordance with the then effective Retirement Board policies. In the absence of a named beneficiary, such benefits will be paid to the deceased member's widowed spouse, or if none, then to his estate.

Section 15.9 – Safety: The City shall have the sole responsibility to maintain all equipment in a safe operating condition. The Union and employees agree not to misuse equipment issued. In the event an employee or the Union shall claim the equipment is unsafe for use in the performance of his duties, the employee or the Union shall be required to report the alleged equipment defect to the immediate supervisor or division supervisor in writing. If the reported complaint is not satisfactorily resolved by the supervisor, the Union may exercise its right to direct recourse to the special conference procedure.

Section 15.10 – Amendments: This Agreement constitutes the entire agreement between the parties, and no verbal statement shall supersede any of its provisions. The Agreement may not be amended, altered, or added to, except by mutual consent of the parties in writing.

Section 15.11 – Entire Agreement: The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and mutually agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 15.12 – Gender Clause: The term "employee" or "employees" shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise. References to a masculine noun in this Agreement shall be interpreted to include the feminine, unless specifically provided otherwise.

Section 15.13 – Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.


ARTICLE 16 - DURATION


Section 16.1: This Agreement executed on the ____ day of _____, 2016, shall remain in full force and effect through the 30th day of June, 2019, and from year to year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.


POLICE OFFICERS LABOR
COUNCIL, NONSUPERVISORY UNIT


CITY OF BATTLE CREEK



Scott Eager
POLC Chairman



Rebecca M. Fleury
City Manager


Joe Wilder
POLC Vice-Chairman



Linda Morrison
Finance Director


Kevin Farnham
POLC Secretary


Joyce A. Snow
Human Resources Director


Brad Duck
POLC Treasurer


Nancy Mullett
Labor Attorney


Ryan Strunk
POLC Chief Steward


Will Keizer
POLC Business Agent

Job Classification	Class Code		7/1/2016	7/1/2017	7/1/2018
Court Officer	701	0	22.297	22.966	23.655
	701	6	23.260	23.958	24.677
	701	12	27.134	27.948	28.786
Warrant Officer	740	48	28.525	29.381	30.262
Crime Lab Specialist	742	48	29.663	30.553	31.470
Forensic Technician	744	0	19.374	19.955	20.554
	744	12	22.029	22.690	23.371
	744	24	24.671	25.411	26.173
	744	36	26.115	26.898	27.705
Detective	745	48	29.663	30.553	31.470
Forensic Specialist (Civilian)	746	48	29.663	30.553	31.470
Police Officer	775	0	20.876	21.502	22.147
	775	6	22.301	22.970	23.659
	775	12	23.727	24.439	25.172
	775	24	25.148	25.902	26.679
	775	36	26.572	27.369	28.190
	775	48	28.125	28.969	29.838
	775	CPL	29.087	29.960	30.859