

A G R E E M E N T

between

CITY OF TRAVERSE CITY

and

LOCAL UNION NO. 214

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

dealing with

SERGEANTS OF THE TRAVERSE CITY POLICE DEPARTMENT

Effective: July 1, 2009 through June 30, 2014

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AGREEMENT

This Agreement, made and entered into effective July 1, 2009, by and between the CITY OF TRAVERSE CITY, hereinafter referred to as the "City", and TEAMSTERS LOCAL 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the "Union".

RECOGNITION

Section 1.1 Collective Bargaining Unit.

The City hereby recognizes the union as the exclusive collective bargaining representative, as defined in Act. No. 336, State of Michigan Public Acts of 1947, as amended, for all of the employees employed by the City in the following described unit:

All Sergeants in the Police Department of the City, excluding Patrol, Lieutenants, Clerks, Captains, Chief of Police, and all other employees.

Section 1.2 Employee Definition.

An employee for purposes of this agreement shall be a person regularly employed by the City in the Sergeant classification. Sergeants shall be considered supervisors.

UNION SECURITY

Section 2.1 Agency Shop.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. The Union further agrees not to solicit Union membership and not conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any

manner that may interfere with employees engaged in work.

Section 2.2 Deduction of Dues.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the City written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the union. Each employee Union member hereby authorized the Union and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. Provided, however, that non-members will not be subject to the customary initiation fee. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of this

Agreement.

The Union agrees that in the event of litigation against the City of Traverse City, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

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

REPRESENTATION

Section 3.1 Steward.

The City agrees to recognize one (1) steward elected or appointed by the Union from among employees in the unit with one or more years of seniority for the purpose of processing grievances. An alternate steward will be recognized by the City when the regular steward is absent from work. The Union agrees that the steward will not let the stewardship interfere with their duties or the operations of the Police Department. And the City agrees to give the steward reasonable time and access to other officers to fulfill their stewardship obligations hereunder. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievance with the employer or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (1) have been reduced to writing, or,

- (2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the City's business.

Section 3.2 Notification.

The City shall be informed in writing of the names of the Steward and alternate. All official communication from or to the City shall be from or to the Steward.

Section 3.3 Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the City during working hours to talk with the steward of the local Union and/or representatives of the City concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department or the employee(s) involved.

Section 3.4 Bargaining Team.

The Bargaining Team shall be selected by the Union and shall be limited to two (2) members. Of that number, no more than two (2) members, when bargaining occurs during their normal work shift, shall be released for such purposes without loss of time or pay. In no event will the City compensate an officer for hours spent in bargaining or other Union activities beyond the Officer's normal work shift.

MANAGEMENT RIGHTS

Section 4.1 Rights.

The Management of the City, the determination of all matters of Management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force: to establish rules and regulations, or to make judgements as to the ability and skill, is within the sole prerogative of the City, provided, however, that they will not be used in violation of any provisions of this Agreement. The City shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the City shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the City reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the City's operations.

Section 4.2 Inter-Local Agreement.

If the City, in its sole discretion, decided to enter into an inter-local agreement, under the terms of the Urban Cooperation Act, with the County Sheriff or other police unit, it must first notify the Union in advance of entering such an agreement. The City and the Union agree to

bargain about the effects of such an agreement on the bargaining unit personnel. If such bargaining does not result in agreement between the City and the Union, then referral of that dispute only to Mediation and, if necessary, Compulsory Arbitration under the provisions of Act 312 is required.

If the City, in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion about the effects of such integration on the bargaining unit. This provision does not constitute a contract re-opener.

LIMITATION OF AUTHORITY AND LIABILITY

Section 5.1 No Strike Clause.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Traverse City. The City agrees that during the same period there will be no lockout.

Section 5.2 Penalty for Strike.

An individual employee or group of employees who violate or disregard the prohibition of Section 5.1 above may be summarily discharged by the City without liability on the part of the City or the Union.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition of a Grievance.

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1 Verbal Procedure.

An employee with a complaint shall discuss the matter with their immediate supervisor within seven (7) work days of the employee's knowledge of the incident which gave rise to the complaint or within seven (7) work days of the date by which an employee should have been reasonably aware of such incident. If requested by the employee, the employee may have the steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

Written Procedure.

Within seven (7) work days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, reciting the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Chief of Police. The Chief of Police, the Steward, and grieving party, if requested by the Steward, shall discuss the grievance in an attempt to resolve the matter. The Chief shall place the answer on the grievance form and return it to the Steward within seven (7) work days after the grievance is presented to the Chief. If the grievance is not satisfactory settled, it may be advanced according to Step 2.

Step 2 Appeal.

Within seven (7) work days after the City's written answer in Step 1, the grievance may be presented to the City Manager. The City Manager and the Steward shall discuss the grievance in an attempt to resolve the matter. Either party may have non-employee representatives present if desired. The City shall give its answer on the grievance and return it to the Steward within (10) work days after the grievance is presented to the City. If the grievance is not satisfactorily settled, it may be advanced by the Union according to Step 3.

Step 3 Arbitration Request.

In the event the last step fails to settle the grievance, the Union, within thirty (30) days, may submit the issues to an Arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Section 6.2 Selection of Arbitrator.

Any grievance that is arbitratable, upon proper notification as provided in this Agreement, may be submitted to one arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator. The compensation and expenses of the Arbitrator shall be shared equally by the City and the Union. The employee involved, or if a group grievance, one representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

Section 6.3 Power of the Arbitrator.

The Arbitrator shall be limited to the application of interpretation of this Agreement and shall have no power to add to, subtract from, or modify this Agreement in any respect. The arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities.

Section 6.4 Time Sheets.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific dispute may be examined by the Union upon specific grievance subject to applicable State laws.

Section 6.5 Time Computation.

Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.6 Grievance Form.

The grievance forms shall be mutually agreed upon.

DISCIPLINE AND DISCHARGE

Section 7.1 Just Cause.

In the case of disciplinary action taken by the City, involving removal, discharge, reduction in rank or pay, suspension from office or other punishment against any member of the bargaining unit, all appeals to such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

- (a) The City shall not discharge or suspend for disciplinary reasons any non-probationary employee except for just cause based on a preponderance of the evidence. It is mutually agreed that progressive discipline for minor offenses should be employed and, therefore, the non-probationary employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions.

Discharge must be by proper written notice to the employee and a member of the bargaining unit who is a Union official citing specific disciplinary reasons against such employee within a reasonable time after the employer becomes aware of incident or grounds for discharge or suspension.

- (b) The discharged or suspended non-probationary employee will be permitted to review the discharge or suspension with their steward and the employer will make available an area where they may do so before the employee is required to leave the property of the City. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the steward.
- (c) Where a non-probationary employee is discharged or suspended based upon being under investigation for a criminal offense and after investigation a warrant is not issued by the Prosecuting Attorney against the employee, the employee shall be reinstated with full back pay.
- (d) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) working days from the date discipline was imposed on the grieving employee. Discharge of probationary employee is not subject to the grievance procedure.
- (e) The parties hereby agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the collective bargaining agreement, such employee shall have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties.
- (f) This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

SENIORITY

Section 8.1 Probationary Employee.

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing.

Section 8.2 Seniority Definition.

Seniority shall be defined to mean the length of the employee's service with the City in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 8.3 Seniority List.

The City shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. An up-to-date copy of the seniority list will be mailed to the Teamster Business Representative.

Section 8.4 Loss of Seniority.

An employee's seniority with the City will terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for cause.
- (c) After three (3) consecutive days of unauthorized absence.
- (d) If the employee fails to return to work within three (3) days of the date following a leave of absence or vacation, unless a satisfactory reason is given or because of an emergency situation.

LAYOFF AND RECALL

Section 9.1 Notice of Recall.

In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall to work, mailed to the employee at the last known address by registered or certified mail. In the event the employee fails to make themselves available for work at the end of two (2) weeks, the employee shall lose all seniority rights under this Agreement.

Section 9.2 Layoff Defined.

- (a) The word "layoff" means a reduction in the working force. Layoff of employees shall be by seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:
 - (1) Probationary employees.
 - (2) Remaining seniority employees shall then be laid off in the order of their seniority.
- (b) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.
- (c) Upon being laid off from their classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the department provided, however, that the employee is able to perform the required duties of that classification and that the employee has more seniority than the employee that is to be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.
- (d) Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff. The steward shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

Section 9.3 Recall Defined.

A laid-off seniority employee, if recalled to a job identical or higher in rate to the job from which the employee was laid off and provided said employee has the ability to perform the job,

shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- (a) The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- (b) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the City's records and it shall be the obligation of the employee to provide the City with the current address and telephone number. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days or their employment shall be terminated without recourse to this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.
- (c) In the event a recall is necessary on less than three (3) days notice, the City may call upon the laid off employee(s) either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employee(s) passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

VACANCIES AND PROMOTIONS

Section 10.1 Vacancies.

The City will fill all permanent classification vacancies as soon as possible, when need for such action is necessary, as determined and/or established by the City.

- (a) A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications for purpose of undermining the Union.
- (b) The City will not change, modify, or delete any of the present work specifications of the classification covered by this Agreement where it would change the present class concept.

Section 10.2 Promotions.

Promotions within the Traverse City Police Department to the positions of sergeant, lieutenant, and captain shall be based on the following factors:

1. Promotions shall be on a competitive basis.
2. Eligible employees must have five (5) years continuous service with the Traverse City Police Department in the patrol classification to be eligible for the promotion to sergeant; and all eligible employees must have at least three (3) years of continuous service in the sergeant's classification to be eligible for promotion to lieutenant or captain. In the event that no more than one eligible applicant applies for the promotion to sergeant, or in the event that no eligible applicant achieves the passing score, applications shall be accepted from those having three years of continuous service in the patrol classification. In the event that no more than one applicant from the department applies for promotion to lieutenant or captain, or in the event that no applicant achieves a passing score, application shall be accepted from all sergeants and those patrol officers having five years continuous service in the patrol classification.
3. Employees must have the knowledge and ability to perform the work in question.
4. Written and oral examinations are to be based upon the classification of vacancy to be filled.

The City agrees that all full-time promotional vacancies within the Police Department as stated above shall be filled by competitive examination using the following criteria:

- | | | |
|----|---------------------|------------|
| 1. | Written examination | 50 percent |
| 2. | Internal review | 10 percent |
| 3. | Oral examination | 40 percent |

A written examination shall be given first. The applicant must receive 70% on the Written examination to proceed to the next step which is the internal review, followed by the oral examination. The City shall choose the highest scoring and eligible employee to fill the vacancy.

Promotional examinations for vacancies will be posted for a period for twenty (20) calendar days in a conspicuous place in the work area prior to said examination and will indicate the requirement for such examination.

The City will not be obligated to consider a request for examination from an employee unless that employee submits the request during the posted period.

A three-person panel scoring the employees in the oral examination for promotion to sergeant shall consist of one member chosen by a majority of the patrol, one member chosen by the City and the third member to be selected mutually by the above two members.

The three-person panel scoring the employees in the oral examination for promotion to lieutenant or captain shall consist of one member chosen by a majority of sergeants, one member chosen by the City and the third member chosen by the Chief of Police or designee.

The written test given candidates for promotions shall be uniform and applicants writing such examinations shall be given the results thereof. Tests shall be acquired through the Michigan Municipal League or other mutually agreed upon testing service.

The City shall establish an eligibility list of those employees scoring 70 percent or more from each promotional examination. Such eligibility list shall remain in effect for a minimum of twelve (12) calendar months from the date the results of the examinations are received by the City. This list shall be used to fill vacancies occurring in the respective classifications.

Employees who attain equal scores shall be chosen by using department seniority.

Section 10.3 Voluntary or Involuntary Return to Bargaining Unit.

In the event that a former bargaining unit employee voluntarily returns to the bargaining unit or the employee's return is due to disciplinary action against the employee, such employee may do so provided:

- (a) Such employee may not disrupt the shift assignments then in effect and may not bid on a shift assignment until the next regular shift bid occurs;
- (b) Such employee may not displace a bargaining unit employee;
- (c) Such employee's seniority shall be limited to the sum of seniority earned in the patrol, sergeant's and captain's units.

In the event that a former bargaining unit employee involuntarily returns to the bargaining unit due to layoff or other reasons beyond the employee's control the conditions recited above shall apply except that such employee may displace a bargaining unit employee provided that the employee has more seniority than the employee that will be displaced and that the displacing employee is able to perform the duties required of the position and/or assignment.

HOURS OF WORK

Section 11.1 Work Schedule.

The City agrees that the present six (6) week cycle work schedule will be continued except that such schedule may be changed for: (a) emergencies; (b) training; (c) conditions beyond the control of the City; (d) by mutual agreement; (e) exigencies of law enforcement; and in such circumstances, the City agrees to resume the six (6) week cycle work schedule as soon as conditions permit.

The workday shall consist of twelve (12) hours and the tour of duty shall consist of eighty-four (84) hours with a fourteen (14) day period. If, due to mandated schedule changes, an officer's pay hours fall short of eighty (80) for a pay period, that officer will have the option of using accumulated compensatory, vacation, or short-term leave time to make up the difference, or with the permission of the shift commander, work the difference on a directed patrol assignment. All hours worked under this circumstance will be paid at the straight time rate. The Sergeant assigned to the Detective Bureau and the Administrative Sergeant will normally work an eight (8) hour, Monday through Friday day shift.

Section 11.2 Special Assignment Relief.

Employees assigned to special duties denying them the opportunity to take meal periods will be provided relief from such duties. Said relief to be provided at such time and such lengths as reasonable under the conditions surrounding such assigned duties.

Section 11.3 Overtime Pay.

Overtime pay shall be one and one-half (1½) times the employee's hourly rate for all hours worked in excess of twelve (12) hours in any one (1) day or in excess of an average of eighty (80) hours in any one (1) pay period. Payment for overtime shall be made within the same pay period in which it was earned. Employees assigned to eight (8) hour shifts will be compensated at one and one-half (1½) times their hourly rate for hours worked in excess of eight (8) hours in a twenty-four (24) hour period and/or in excess of eighty (80) hours in a pay period.

Section 11.4 Compensatory Time.

Employees may, in lieu of overtime payment or holiday premium pay, opt to be paid for such time in compensatory time the same amount. Such compensatory time shall be limited to

sixty (60) hours bank. All unused time at the conclusion of the calendar year shall be paid to the employee at the appropriate rate of pay.

Section 11.5 Shift Differential.

Employees assigned and working on the afternoon (second) shift shall receive a shift differential of fifty-five cents (.55¢) per hour in addition to their regular hourly pay; night (third) shift employees shall receive fifty cents (.50¢) per hour.

Section 11.6 Overtime Rotation.

The appropriate command personnel will be the determining authority on the necessity of overtime. The appropriate command personnel shall be responsible for calling the necessary personnel and the City shall maintain a current list of employees by seniority for purposes of overtime assignments.

Overtime assignments shall be made among employees in the bargaining unit on a rotational system. Rotation of overtime as contained herein shall not include Cherry Festival functions and/or other events similar to the Cherry Festival. The initial rotation shall be by seniority. The appropriate command personnel will call the most senior employee presently able to do the work. Subsequent call-ins for overtime shall start with the most senior employee with less seniority than the employee who reported in for the previous overtime assignment.

If there is a refusal to accept overtime assignments, a notation shall be made next to the refusing employee's name indicating the hours refused. The least senior employee in the unit presently able to do the work must report for work if demanded by the appropriate command personnel.

No employee shall be subject to overtime assignments if off on vacation, sick leave, or

leave of absence of personal nature. No employee shall be required or permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period inclusive of overtime except in exigencies in law enforcement.

In the event there are no sergeants available to work the overtime, the City may assign the most senior patrol person under Section 9.7 of the Patrol contract.

For the normally scheduled pass days of a sergeant, a designated patrol person (called #2) shall be scheduled to fill the vacancy. If the designated patrol person (#2) does not report for work, other sergeants (but not patrol) may be contacted to fill the vacancy.

Section 11.7 Shift Preference.

After one (1) year of service (seniority) an employee shall be considered for a shift upon making written application after having worked in their assigned shift for at least three (3) months. During the months of May through October motorcycle officers assigned to the night shift (6pm-6am) will have the discretion as to operating the motorcycle later than midnight outside the downtown area.

Seniority shall be recognized as the primary basis for shift preference. The City shall grant such request for shift preference provided that said request shall not be detrimental to the efficient operation of the Department. Denials for shift preference shall not be arbitrary or capricious. Detectives shall not be included in this shift preference system during the period of assignment as detective.

The City, may, for proper cause, temporarily reassign a Sergeant to another shift for the purpose of evaluating the officer's performance. Such temporary reassignment shall not be considered discipline and shall not exceed sixty (60) days unless this time period is extended by

mutual agreement of the City and the affected officer(s). A thirty (30) day review of the officer's performance will be held with the Steward and Chief. Disruption or change of another officer's shift as a result of temporarily reassigning an officer pursuant to this section shall be accomplished, if possible, on a voluntary basis. If no officer volunteers to exchange or disrupt their shift to accommodate the temporary reassignment of another officer then the City shall make the necessary change of shift on the basis of seniority.

LEAVES OF ABSENCE

Section 12.1 Personal Leave.

The City, for good cause shown, may grant a personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time of leave of absence is requested.

Section 12.2 Military Leave.

A full time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence of the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statute and shall be entitled to any other benefits set forth in this Agreement provided that they satisfy the eligibility requirements established in this Agreement.

Section 12.3 Labor Conventions.

Subject to the prior approval of the City, time off without pay may be granted without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention, provided forty-eight (48) hours' written notice is given to the City by the Union, specifying the purpose of the time off and the length of time off desired.

Section 12.4 Funeral Leave.

Employees will be allowed time off from their scheduled hours of work to attend the funeral following a death in the immediate family. Time off shall be from the date of death through the date of the funeral. Time lost from the employee's schedule of work shall be compensated at the employee's regular rate, but it shall not exceed twenty-four (24) hours of pay.

Immediate family shall mean any relative living within the household of the employee or a:

Husband	Wife
Child	Step-Child of current marriage
Father	Mother
Sister	Brother
Father-in-law of current marriage	Mother-in-law of current marriage
Sister-in-law of current marriage	Brother-in-law of current marriage
Son-in-law of current marriage	Daughter-in-law of current marriage
Grandfather	Grandmother
Grandchild	Step-Grandchildren of current marriage
Grandfather-in-law of current marriage	Grandmother-in-law of current marriage

For out-of-state funerals employees shall be permitted to take up to sixteen (16) hours additional leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

Section 12.5 Short Term Leave.

All regular full-time employees shall, following completion of their probationary period if a new hire, receive Sickness and Accident Insurance Coverage which shall provide, at a minimum:

- (a) Up to twenty-six (26) weeks of coverage per occurrence.
- (b) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- (c) Effective May 1, 2004, a weekly benefit shall be 66 $\frac{2}{3}$ % of the employee's gross wage.

Effective December 1st of each year, each regular full-time employee shall receive fifty-six (56) hours of paid short term leave days. Short term leave may be taken in increments of one (1) hour or greater **upon approval of the Chief of Police**. Short term leave may not be accumulated. New hires shall receive an initial prorated amount of short term leave days based on their date of hire and a benefit period from December 1, to November 30. Following the first full pay period after December 1st of each year, each regular full time employee shall receive payment for all unused short term leave, not to exceed fifty-six (56) hours, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees shall retain sick leave accumulated through November 30, 1991. Accumulated sick leave may be used by the employee for a bona fide illness or injury only as follows:

- (a) In lieu of Sickness and Accident insurance where the employee would otherwise qualify for benefits under the terms of the policy.
- (b) For all days not covered by the Sickness and Accident insurance, provided the

length of time lost due to the illness or injury, would qualify the employee for benefits under the terms of the policy.

- (c) In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the City with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.
- (d) Where the illness or injury arises out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation insurance provided, however only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the day of the injury.
- (e) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank and shall not exceed a life-time benefit of sixty (60) days.

An employee receiving Sickness and Accident insurance benefits provided for in this section will be considered on paid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay health, life and optical/dental insurance premiums for up to the first two (2) full months following the time an employee begins receiving Sickness and Accident insurance benefits provided for under this section. Effective February 5, 1994, the City will comply with the terms of the Family Medical and Leave Act (FMLA) as pertains to this section.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceeds three consecutive working days or where the employee establishes a pattern indicating a misuse of sick/short term leave.

Upon retirement or death of an employee, the employee shall be paid at regular rate of pay

for fifty (50%) percent of all sick days to their credit up to a maximum of 120 days. The maximum pay shall be the equivalent of sixty (60) work days.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Section 12.6 Long Term Disability Insurance

Effective the first of the month following execution of the agreement, the City will pay the cost of providing non-occupational Long Term Disability Insurance coverage for Sergeants upon their eligibility for fringe benefits. The benefit schedule will provide:

- 1) 60% of basic monthly earnings to a maximum benefit amount of \$4,000.
- 2) Qualifying period for benefits: 6 months

Section 12.7 Maternity Leave.

Shall be treated as sick leave.

Section 12.8 Snow Days.

If an employee after good faith efforts is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a day's leave without pay or work on a pass day to make up the loss day, or may utilize an accumulated sick leave day or vacation day.

WAGES, BONDS AND TRAINING

Section 13.1 Classification and Rates.

Listed in Appendix "A" and incorporated herein are the regular rates of pay for the

classification of sergeant.

Section 13.2 Pay Periods.

The City shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of their earnings and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day. An employee who wishes advance pay, up to and including forty (40) hours prior to normal pay day, for hours actually worked may be paid upon approval by the Personnel Office after notification of the Chief of Police.

Section 13.3 Authorized Payroll Deduction.

In addition to mandatory deductions, employees may authorize the following deductions in their paychecks: Health insurance, contributions to United Way, credit union and other deductions as applicable and agreed upon by the parties.

Section 13.4 Bonds.

Should the City require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the City.

Section 13.5 Training and Schooling.

The City shall post a list of all schooling and training that it makes available to employees of the bargaining unit on a rotation system. Such posting shall remain posted for a period of ten (10) days. Applicants shall be notified within a reasonable time thereafter of their acceptance.

Seniority will be considered in the selection of the employees to attend such schooling or training and where two (2) or more candidates are considered equal, seniority will be the primary factor in determining the applicant(s).

Employees who are selected to attend schooling or training shall be compensated at the straight time hourly rate for all hours not to exceed forty (40) hours in one (1) week. All time in excess of the forty hours per week shall be paid at the appropriate rate of pay contained in Section 11.3, of the collective bargaining agreement.

Employees who are required to travel seventy-five (75) miles or greater outside the City of Traverse City limits shall be compensated at the straight time hourly rate and, in addition, shall receive half (½) time in compensatory time if such travel occurs on the employee's time off. Compensatory time accumulation in conjunction with schooling or training shall not exceed sixty (60) hours, inclusive of regular overtime. The City will adhere to the regulations of the Fair Labor Standards Act governing compensatory time cash outs.

Employees who are required by the City to attend schooling and/or training which is mandated either by State law or at the direction of the City of Traverse City, shall be paid the appropriate rate called for under the terms of the Overtime Section contained in Section 11.3 of this Agreement, except for those employees who fail to qualify with their service revolvers on the first occasion. In the case of the latter, any additional time required to qualify shall be paid at the straight time hourly rate.

Employees shall not be required to attend in-house schooling and training in excess of twelve (12) hours per year at the straight time hourly rate. All hours in excess of twelve (12) hours shall be paid at the appropriate rate called for in this Agreement. In-house training is defined as training which occurs within a fifteen (15) mile radius of the City of Traverse City limits.

Section 13.6 Off-duty Call-in or Court Appearance Pay.

Any employee, who in the line of duty, must appear in a court outside their scheduled hours or is called in outside their scheduled hours in a duty case, shall be entitled to three (3) hours call in pay. For court appearances before the Magistrate involving traffic matters an employee shall be entitled to two (2) hours call-in pay minimum. Civilian clothes may be worn before the Magistrate in traffic cases. Such payment shall be made in accordance with Section 11.3. This Section shall not apply to hours worked immediately prior to or after a regularly scheduled shift. An officer called in for the sole purpose of signing a warrant shall be entitled to a minimum of two (2) hours call-in pay to sign such warrant(s).

UNIFORMS AND PERSONAL PROPERTY

Section 14.1 Uniforms and Equipment.

The City shall furnish all uniforms and equipment it deems necessary for the employee to perform assigned duties. It shall be the responsibility of the City to clean and maintain such uniforms and equipment.

Section 14.2 Personal Property.

The City shall pay the cost of personal property, i.e., watches, up to a maximum of fifty dollars (\$50.00) and any and all clothing that may be damaged in the line of duty.

VACATION, DISABILITY AND HOLIDAY PAY

Section 15.1 Vacation Pay.

Full time employees of the City shall earn vacation leave with pay in accordance with the

following schedule:

- (a) All employees shall be entitled to a vacation leave of forty (40) hours after the first year of continuous service.
- (b) This shall be increased to a vacation leave of eighty (80) hours after two (2) years' continuous service.
- (c) This shall be increased to a vacation leave of eighty-eight (88) hours after five years, ninety-six (96) hours after six years, one hundred four (104) hours after seven years, one hundred twelve (112) hours after eight years, one hundred twenty (120) hours after nine years, one hundred forty (140) hours after twelve years, and one hundred fifty (150) hours after fifteen years.
- (d) This shall be increased to a vacation leave of one hundred sixty (160) hours after 17 years' of continuous service.
- (e) Service shall mean any period of time for which an employee received wages.
- (f) Continuous service shall mean service, as defined in (e) above, uninterrupted by termination of employment.
- (g) Annual vacation leave days may be accumulated by an employee not to exceed one hundred sixty (160) hours carried over into a new fiscal year. Upon separation of service, employees shall be entitled to compensation for any unused portion of their accumulated vacation leave.
- (h) The Police Chief shall schedule vacation leaves for employees with particular regard to seniority to enable efficient and effective operation of the department. Eligible employees shall submit their vacation requests along with their shift bid each quarter. Any request submitted after the quarterly bid is awarded and posted shall be considered on a first come basis regardless of seniority. Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

Section 15.2 Disability Pay.

If any employee is disabled in the course of and arising out of their employment and as such is eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal their regular gross salary or wage. The City shall pay the difference between

the employee's regular gross wage and worker's compensation for the initial 30 working days which the employee is actually receiving worker's compensation payments in the event the employee suffers a direct injury caused by another person. In all other cases salary payments that are in addition to worker's compensation benefits shall be deducted from the employee's accrued leave banks. Upon exhaustion of these banks, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan.

Section 15.3 Holiday Pay.

Eligible employees shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday (Floating Holiday)

The employee's birthday will be treated as a floating holiday and is to be credited to the employee January 1st, in the first pay period of the calendar year. Such holiday shall not accrue from year to year, or be paid out for any reason. The actual day the employee chooses to take off must be approved by the Chief of Police, or designee.

- (a) Each employee shall work the schedule in effect at the time irrespective of the holidays. Each employee not scheduled to work on the holiday shall receive eight (8) hours' pay at the employee's regular rate for the holiday. An employee who works on the holiday shall receive time and one-half (1½) their regular rate for all hours worked, in addition to the days pay for the holiday.
- (b) To be eligible for holiday pay credits, an employee shall have worked their last scheduled work day immediately preceding the holiday and the next scheduled work day immediately following the holiday.
- (c) When a holiday falls within an employee's vacation period or during an excused leave of absence with pay and the absence from work is due to these leaves, the employee will be

paid holiday credits in addition to such vacation or leave pay for that day.

- (d) When a holiday falls during an employee's vacation or sick leave absence and such employee received such holiday pay credits, the holiday shall not be used to reduce the number of such vacation or sick leave days deducted from the employee's accumulated vacation or sick leave.
- (e) The hours paid in holiday credits shall not be used in computing overtime payments.

INSURANCE

Section 16.1 Life Insurance.

The City agrees to pay the full premium for term life insurance, after six (6) months' service for regular full time employees in the amount of Twenty Thousand (\$20,000) dollars.

Section 16.2 Dental Insurance Coverage.

The City agrees to contribute \$11.40 per week for each active employee towards the premium for dental insurance coverage. Covered employees agree to contribute the difference between the City's contribution and the premium set forth by the dental carrier.

The City agrees to provide Delta Dental 4979-0001 or equivalent. Effective February 1, 2010, the City and the employee shall each pay fifty percent (50%) of the monthly premium cost for single, two person or family coverage, as appropriate.

Section 16.3. Hospitalization Insurance.

The employer shall provide the following health benefits. The coverage is the Priority Health Savings Account HMO 100% Hospital Plan with individual deductible of \$1150 and family deductible of \$2300, subject to annual deductible adjustment in accordance with Internal Revenue Service (IRS) regulations, and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan. For employees unable to qualify for the above plan due to IRS regulations, the

City will make available Priority Health Copay Alignment HMO 100% Plan with \$20 copayment primary care provider office visit, \$35 copayment specialist office visit and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan, or Priority Health HMO 100% Plan (Priority 1) with \$10 copayment primary care provider office visit, \$10 copayment specialist office visit and \$10 generic/\$30 brand name copayment for prescription drugs, or equivalent plan.

The City shall make this coverage available to all regular full-time employees, the employees spouse, and the employees dependent children up to the year in which they reach age nineteen (19). Employees shall be required to complete an application for coverage and required to promptly notify the City of any changes in status affecting the employees coverage. New hires shall be eligible for health insurance coverage pursuant to terms and conditions of the City's health insurance contract.

- (a) For employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan, the Employer shall be responsible for the cost of the plan deductible and premium up to the cap amount shown below plus fifty percent (50%) of the cost of the plan deductible and premium in excess of the cap. Employees shall be responsible for fifty percent (50%) of the cost of the plan deductible and premium in excess of the cap and such amount shall be payroll deducted.

Effective January 1, 2010, the cap for the plan deductible and premium will be:

- | | | |
|----|------------------------|-----------------|
| 1. | Single person | \$295 per month |
| 2. | Double person coverage | \$520 per month |
| 3. | Family coverage | \$550 per month |

Per the above, the cost of the plan deductible will be paid into individual employees' health savings accounts on a semi-annual basis.

- (b) For employees enrolled in the Priority Health Copay Alignment HMO 100% Plan, or Priority Health HMO 100% Plan (Priority 1), the Employer shall be responsible for the cost of the premium up to the cap amount shown below plus fifty percent (50%) of the cost of the premium in excess of the cap. Employees shall be responsible for fifty percent (50%) of the cost of the premium in excess of the cap and such amount shall be payroll deducted.

Effective January 1, 2010, the cap premium will be:

- | | | |
|----|------------------------|-----------------|
| 1. | Single person | \$295 per month |
| 2. | Double person coverage | \$520 per month |
| 3. | Family coverage | \$550 per month |

The City agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees, including those who terminate during the year. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

The City reserves the right to change health insurance providers and/or programs. The health insurance provided selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the City shall conform to all of the terms of this agreement.

There shall be a Health Insurance Committee consisting of equal representation by the City and the union. This committee shall periodically examine the employers health insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the employer regarding such. The City shall provide the union with written notice of any increase in health insurance premiums or any change in health insurance providers. The union may request that the City not change providers or request that it seek alternative coverage in lieu of a premium increase.

The parties agree to reopen affected articles, should the Federal or State government take over or substantially change the current system of employer-provided group medical insurance coverage, or costs related thereto.

Section 16.4 Special Implementation Provisions for Payment of the Health Savings Account Plan Deductible in 2009-10.

Eligible employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan in accordance with Section 1 above as of January 1, 2010, will receive a 6/12th payment of the cost of the plan deductible into their health savings account on the first pay date in January, 2010.

Eligible employees who choose to enroll in the Priority Health Savings Account HMO 100% Hospital Plan as of January 1, 2010 will receive a 6/12th payment of the cost of the plan deductible into their health savings account on the first pay date in January, 2010. However, in either case, should the employee's incurred medical expenses exceed the amount deposited in the health savings account, the employee will be reimbursed for such additional incurred medical expenses upon presentation of program eligible receipts/vouchers up to the maximum plan deductible amount of \$1150 single or \$2300 double/family.

Section 16.5 Retiree's Health Insurance Coverage.

(a) Effective for any employee who retires, on or after January 1, 1991, the City will pay the cost of the retiree's and spouse's hospitalization insurance subject to the following:

1. The employee must have at least 10 years of service with the City, and,
2. The employee must retire under the retirement system (Act 345), and,
3. The employee must be receiving an Act 345 Pension.

The benefit provided shall be equivalent to the benefit level effective July 1, 1991.

The City's obligation for premium payments shall be the premium amount in effect on July 1, 1991 and increased by five percent per year, compounded thereafter.

The premiums will be paid for the life of the retiring employee and the spouse, provided that such coverage will terminate in the event of divorce or remarriage of the surviving spouse.

(b) Effective for any employee who retires on or after July 1, 2009, the City will provide the same health insurance cost sharing toward retiree medical insurance coverage as provided to current employees, subject to the following:

1. The employee must have at least 10 years of services with the City, and,
2. The employee must retire under the retirement system (Act 345), and
3. The employee must be receiving an Act 345 Pension.

This health insurance cost sharing will continue for the life of the retiring employee and the spouse, provided that such health insurance cost sharing will terminate in the event of a divorce or remarriage of the surviving spouse.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead the City will make a 2.0% contribution to a Retirement

Health Savings (RHS) plan, matched by an employee share of .5%. New employees hired after July 1, 2009 are required to enroll in accordance with IRS regulations covering such plans.

Section 16.6 Insurance Premiums on Layoff or Leave of Absence.

The City shall pay the required insurance premiums for the first full month following the month in which an employee is laid-off or takes a leave of absence. If the leave of absence is for a work-related disability, the City shall pay the required insurance premiums for six (6) consecutive months. Upon discontinuance of the City's payment of insurance premiums, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

SPECIAL CONFERENCE

Section 17.1

Special conferences on important matters will be arranged between the union and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one and not more than three (3) representatives of the City and representatives of the Union unless mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other matters.

SEPARABILITY AND SAVINGS CLAUSE

Section 18.1

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

SPECIAL INACTIVATION

Section 19.1

If any member shoots, while in the line of duty, another person either injuring or killing that person, at the City's discretion, that member may be inactivated for a period of three (3) days except that during periods of emergency.

RETIREMENT AND LONGEVITY

Section 20.1 Retirement Plan.

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended.

An employee is eligible for retirement if the employee has twenty-five (25) or more years of service and has attained fifty (50) or more years of age.

The City agrees to make the full contribution payment of the employee and the City. The pension multiplier shall be 2.5% of FAC times the first 25 years of service. FAC (final average compensation) will be the average of the best 3 years out of 5 years of service preceding

retirement. Effective January 1, 2007, the pension multiplier shall be 2.8%.

Effective July 1, 2009, reduce the pension multiplier to 2.0% for the first 25 years of service for all new employees hired on or after July 1, 2009.

An annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in CPI, of the annual pension amount. The non-compounded adjustment would begin one (1) year after retirement and would continue annually for twenty (20) years. The provision will apply to all current and future members of this bargaining unit.

Section 20.2 Longevity Payments.

In addition to the base as set forth in the attached salary schedule, employees who were hired by the City of Traverse City before January 1, 1999, shall receive longevity pay as follows:

After ten (10) years' continuous service	3% of base pay
After fifteen (15) years' continuous service	5% of base pay
After twenty-five (25) years' continuous service	7% of base pay

Employees who were hired after January 1, 1999, shall have the following longevity schedule:

After ten (10) years' continuous service.....	\$300.00
After fifteen (15) year's continuous service.....	\$500.00
After twenty-five (25) years' continuous service.....	\$700.00

MISCELLANEOUS

Section 21.1 No Discrimination.

There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age, marital status, or religion.

Section 21.2 Bulletin Boards.

The City will provide a bulletin board in the Police building which may be used by the Union for posting notices limited to:

- (a) Notices of union recreational or social events
- (b) Notice of Police Union elections and results
- (c) Notices of Union meetings and results
- (d) Official Teamster communications
- (e) Fraternal Police communications
- (f) Other information which is not derogatory to the City or its administration

The City reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 21.3 Rules and Regulations.

The City reserves the right to establish and publish from time to time, reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 21.4 Washrooms.

The City will provide washrooms and lockers for the changing and storing of clothing. Such lockers may be inspected monthly by the commanding officer and once a month other than for general inspection by the commanding officer in the presence of the employee assigned such locker; the latter to be made subject to five (5) days notice to the employee.

Section 21.5 Mileage.

When an employee is required by the City to provide their own vehicle to perform their duties, the employee shall be compensated at the current IRS reimbursement rate.

Section 21.6 Changes.

Any time a new Division is established or an existing Division is combined with another, the City will notify the Union prior to implementing such change. The effect of such change shall be a proper subject of the Special Conference and shall be governed by the provisions of this Agreement.

Section 21.7 Manning of Police Cars.

The City, in its sole discretion, shall determine the number of officers required in any patrol car during any shift. The City shall dispatch sufficient manpower to any area to handle a problem be it day or night.

Section 21.8 Legal Assistance.

The City will provide to the employee such legal assistance as provided by present insurance policy and as required by law.

Section 21.9 Janitorial Duties.

The employees will not be required to perform any janitorial or building maintenance functions except by mutual agreement or in the case of unusual circumstances or an emergency, except for those officers with personally assigned offices (sector) whose responsibility it shall be to keep these offices clean and orderly.

Section 21.10 Safety Committee.

There shall be a Police Department Safety Committee composed of one (1) representative of patrol and one (1) of sergeants and (2) two designated by the City Manager. Questions of

safety concerning items seriously endangering the life or physical safety of the Police Department patrol and sergeants may be submitted to the Committee after the Police Chief and the City Manager have been notified of the issue and given an opportunity to decide the questions. The Committee shall advise the City and in the event the Committee is unanimous in its decision, its decision shall be final. If the decision requires the expenditure of money above that authorized by the City Manager, the City Manager agrees to make a positive recommendation to the City Commission, but the City Commission's decision shall be final.

Section 21.11 Change of Address.

An employee changing their place of permanent residence shall make such change known to their immediate supervisor as soon as possible on a form provided by the City for such purposes. Such change of address may then be forwarded by the Department Head to all other City offices requiring such information.

Section 21.12 Telephone Numbers.

All employees shall be required to give their home address and phone numbers to the Chief of Police. Such phone numbers shall be held in strict confidence and will not be given out to anyone except City Manager or City Attorney or designee without the permission of the employees and then only by the shift supervisor.

Section 21.13 Beneficiary.

Earned pay and earned benefits specified in this Agreement which are due to an employee, upon employee's death shall be paid to the employee's named beneficiary, and if no beneficiary named, to employee's estate.

Section 21.14 Residency.

Employees who live outside the City limits of the City of Traverse City shall be permitted to remain in such place of residence, but if they move, they must move within a twenty (20) mile radius of the nearest City limit. Other employees must live within a twenty (20) mile radius of the nearest City limit.

Section 21.15 Gender.

The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly otherwise requires.

Section 21.16 Captions.

The captions used in each Section of this Agreement are for the purpose of identification and are not a substantive part of this Agreement.

Section 21.17 Assignment and Recognition of Detectives.

The parties recognize that sergeants and patrol are assigned to the plainclothes investigative function as their normal duties. Henceforth, any such assigned employee shall be referred to as "Detective Sergeant" or "Detective" in the case of patrol.

- a) Employees who volunteer for the assignment of the detective position and are granted such assignment shall be required to make a commitment to remain in said assignment for a minimum of two (2) years.
- b) Detective Sergeants and Detectives shall not be included in the present six (6) week work cycle but instead shall have a day shift schedule, Monday through Friday and shall not work holidays except upon prior authorization of the Chief of Police.
- c) The City shall post vacancies for assignments to the Detective positions for a minimum of ten (10) days. The employees desiring the assignment shall request, in writing, to the Chief of Police within the ten (10) day posting.
- d) Assignments shall be made on the basis of the employees ability to perform the

duties of the detective position. Seniority shall be considered in the assignment but shall not be the prime consideration. The City shall not be arbitrary or capricious in the selection. The following is the selection process to be followed for such assignments:

1. Assignment shall be on a competitive basis.
2. Employees must have the knowledge and ability to perform the work in question.
3. Written, oral, and internal examinations are to be based upon the assignment to be filled.

The competitive examination shall include:

- | | |
|-------------------------------|-----|
| 1. Written examination | 50% |
| 2. Oral examination | 40% |
| 3. Internal examination | 10% |

A written examination shall be given first. The applicant must receive 70% on the written examination to proceed to the next step which is the internal review, followed by the oral examination. The City shall choose the highest scoring and eligible employee to offer the assignment to.

If applicants did not receive a 70% on the written examination, the posting shall be expanded to other Sergeants first, then to Patrol

A three-person panel scoring the employees in the oral examination shall consist of one member chosen by a majority of the sergeants; one member chosen by the City, and the third member to be selected mutually by the above two members.

A three-person panel scoring the employees in the internal examination shall consist of one sergeant within the department chosen by a majority of the sergeants; one sergeant within the department chosen by the City, and the third being the Chief of Police, or designee.

A written test shall be acquired through the Michigan Municipal League, or other mutually agreeable testing service.

The City shall establish an eligibility list of those employees scoring 70% or more from each assignment examination. Such eligibility list shall remain in effect for a minimum of twelve (12) calendar months from the date the results of the examination are received by the City, and the City may, at their discretion, extend the lists eligibility an additional twelve (12) months.

Employees who attain equal scores shall be chosen by using department seniority.

Section 21.18 Allowances for Detective and Administrative Sergeant.

Any sergeant designated by the City to perform the assignment of Detective, and upon the completion of two (2) years in such assignment, shall receive two-thousand five hundred dollars (\$2,500.00) per year rolled in as part of their pay. Detective Sergeants who previously had been assigned as Detectives or School Liaison Officers under the Patrol Agreement shall receive credit for time of service in those positions against the two (2) year waiting period for this benefit. If the Detective Sergeant is reassigned to the uniform division, the officer will pay back the unused portion on a biweekly basis.

Any Sergeant designated by the City to perform the assignment of Administrative Sergeant shall upon receiving such assignment receive two thousand five hundred dollars (\$2,500.00) per year rolled in as part of their pay. If the Administrative Sergeant is reassigned to the uniform division, the officer will pay back the unused portion on a biweekly basis.

Any sergeant so assigned to Detective or Administrative Sergeant shall also receive and annual clothing allowance in the amount of eight hundred dollars (\$800.00) per year.

Section 21.19 Personal Leave Days.

Employees classified as sergeants in the Police Department shall be granted three (3) personal leave days.

Personal leave days shall be separate and distinct from all other benefits received by the employees covered by this Agreement.

Section 21.20 Educational Reimbursement.

The City will reimburse up to one-hundred percent (100%) the cost of tuition for the attendance and education which is directly related to the employee's job upon representation of receipt of payment for such class and report indicating a minimum of 2.5 grade point average for the course. To qualify for reimbursement the employee must have authorization from the Chief of Police prior to the commencement of the course on the prescribed form. The Director of Human Resources shall be responsible for initiating the request for reimbursement upon the employee's submission of the prescribed form, receipt of payment, and grade.

Section 21.21 Tobacco Products.

Effective on or after January 1, 1998, a no usage of tobacco products as a condition of employment is established during the work shift for all Sergeants hired/promoted.

Effective July 1, 2001, upon promotion or hire to the classification of Sergeant, no tobacco products shall be permitted to be used while "on" or "off" duty.

Section 21.22 Physical Maintenance Program

Participation in the Police Physical Maintenance Program is voluntary. The Program shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and affect of the policy

are not subject to the grievance procedure or other contract or labor remedies.

Beginning in July 2009 and annually thereafter, employees who attain a score of 75% or higher will receive a payment of \$750.00. Employees who attain a score of 50% to 74% will receive a payment of \$500.00.

DURATION

Section 22.1

This Agreement shall be effective on the first (1st) day of July, 2009, and shall remain in full force and effect until the thirtieth (30th) day of June, 2014. It shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that said party desires to modify or renegotiate this Agreement.

Section 22.2

In any event, the conditions of employment, including wages and benefits, shall remain in effect providing that the Union files consistent with Act 312 until such time a new labor agreement is negotiated or established.

This Agreement was negotiated by the following listed representatives:

CITY OF TRAVERSE CITY

R. Ben Bifoss
Michael Warren
William Twietmeyer
James Delaney
Makayla Vitous
Karrie Zeits


TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

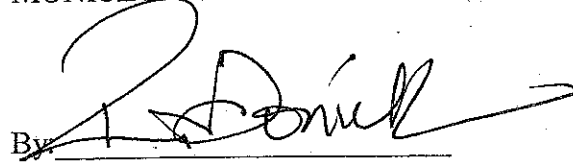
Robert Donick
Joseph McCarthy
Jeffrey O'Brien

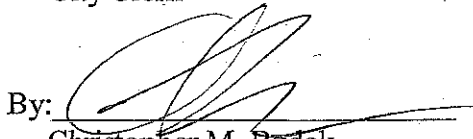
IN WITNESS WHEREOF, the parties hereto have, by their own
representatives, duly authorized in the premises, executed this Agreement.

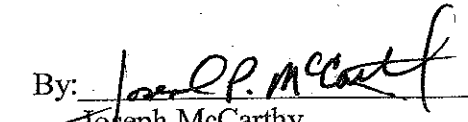
CITY OF TRAVERSE CITY

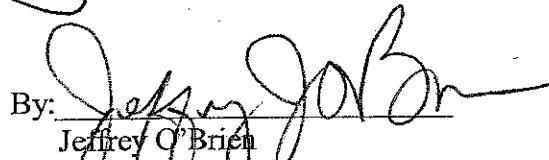
TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

By: 
Debra A. Curtiss
City Clerk

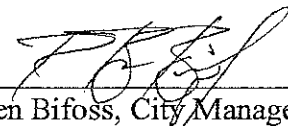
By: 
Robert Donick
Business Representative

By: 
Christopher M. Bzdok
Mayor

By: 
Joseph McCarthy
Steward

By: 
Jeffrey O'Brien
Steward

APPROVED AS TO SUBSTANCE:


R. Ben Bifoss, City Manager

Dated: 1/29/10

APPENDIX "A"

ANNUAL WAGE ATTACHMENT

POLICE SERGEANTS

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>
START	\$24.07	\$24.55	\$25.04
ONE YEAR	\$24.31	\$24.79	\$25.29
TWO YEAR	\$24.55	\$25.04	\$25.54

Effective July 1, 2012 the annual salary will be increased based upon the change in the April 2012 index as compared to the April 2011 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84=100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective July 1, 2013 the annual salary will be increased based upon the change in the April 2013 index as compared to the April 2012 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84=100), such increase shall not be less than 2.0% nor more than 4.0%.

A stipend will be rolled in as part of Sergeant's pay for the successful completion of the following:

1. \$1,000 School of Police Staff and Command
2. \$1,000 Law Enforcement Executive Leadership Institute (LEELI)
3. \$1,000 Master's degree from an accredited college or university with a concentration area of Criminal Justice or related field.

(7-1-09, 2%)

(7-1-10, 2%)

(7-1-11, 2%)

Letter of Understanding
Between City of Traverse City and
Traverse City Police Teamsters Local 214 Sergeant's Unit

Re: Twelve-Hour Shifts

Date: January 18, 2010

Purpose and Intent

The parties are signatories to a collective bargaining agreement effective for the period of July 1, 2009 through June 30, 2014. Among other things, that agreement provides for a six week cycle work schedule that will only be changed for specific reasons. Reason (d) in the agreement is "by mutual agreement." This Letter of Understanding is the mutual agreement to change the six week work schedule to a 12 hour work schedule for road patrol not assigned to "Sector Patrol or Traffic Officer." However, both parties do not intend that these changes should result in a greater expense to the City or any increase in fringe benefits to the bargaining unit.

1. The Police Department shall be scheduled to work a twelve (12) hour daily work schedule and a 84-hour tour of duty within a 14 day period. This work schedule will apply to road patrol personnel not assigned to "Sector Patrol or Traffic Officer." During the "twelve hour per day" trial period, the referenced sections of the parties collective bargaining agreement shall be superseded by the provisions contained herein. Section numbers vary between the two involved collective bargaining agreements.
2. Work Schedule. The workday shall consist of twelve (12) hours and the tour of duty shall consist of eighty-four (84) hours within a fourteen (14) day period. If due to mandated schedule changes an officer's pay hours fall short of eighty (80) for a pay period, that officer will have the option of using accumulated compensatory, vacation, or short term leave time to make up the difference or with the permission of the shift commander, work the difference on a directed patrol assignment. All hours worked under this circumstance will be paid at the straight time rate.
3. Overtime Pay. Overtime pay shall be one and one-half (1½) times the employees hourly rate for all hours worked in excess of twelve (12) hours in any one (1) day or in excess of eighty (80) hours in any one (1) pay period. Payment for overtime shall be made within the same pay period in which it is earned.

4. Shifts Differential. Employees assigned and working the hours between 2 PM and 10 PM shall receive a shift differential of 36 cents (36¢) per hour in addition to their regular hourly rate; employees assigned and working the hours between 10 PM and 6 AM shall receive 31 cents (31¢) per hour in addition to their regular hourly rate.
5. Shift Preference. After one (1) year of service (seniority) an employee shall be considered for a shift upon making written application after having worked in their assigned shift for at least three (3) months. It is agreed though, the first shift bid under this agreement will be of a six (6) month duration. During the months of May through October motorcycle officers will not be limited to working the day shift. Motorcycle officers assigned to the night shift (6pm - 6 am) will have the discretion as to operating the motorcycle later than midnight outside the downtown area.
6. Funeral Leave. Employees will be allowed time off from their scheduled hours of work to attend a funeral following the death in the immediate family. Time off shall be from the date of death through the date of the funeral. Time lost from the employees schedule of work shall be compensated at the employees regular rate, but it shall not exceed 24 hours of pay.
7. Sick/Short Term leave. Effective December 1st of each year, each regular full-time employee shall receive 56 hours paid short term leave. Short-term leave may be taken in increments of one (1) hour or greater upon approval of the Chief of Police. Short-term leave may not be accumulated. New hires shall receive an initial pro-rated amount of short term leave hours based on their date of hire and a benefit period from December 1 to November 30th. Following the first full pay period after December 1 each year, each regular full-time employee shall receive payment for all unused short-term leave, not to exceed 56 hours at the employees regular rate of pay.
8. Training and Schooling. Those employees required to or selected to attend training or schooling may have their schedules adjusted to an eight (8) hour a day, forty (40) hours a week schedule for the duration of the training.
9. Paid Vacations. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedules:
 - (a) All employees shall be entitled to a vacation leave of forty (40) hours after the first year of their continuous service.
 - (b) This shall be increased to a vacation leave of eighty (80) hours after two years continuous service.
 - (c) This shall be increased to a vacation leave of 88 hours after five years, 96 hours after six years, 104 hours after seven years, 112 hours after eight years, 120 hours after nine years.
 - (d) This shall be increased to a vacation leave of 160 hours after 17 years of continuous service.

- (e) Annual vacation leave may be accumulated by an employee not to exceed 160 hours carried over into a new fiscal year.
- (f) The Police Chief shall schedule vacation leaves for employees with particular regard to seniority to enable efficient and effective operation of the Department. Eligible employees shall submit their vacation requests along with their shift bid. Any request submitted after the bid is awarded and posted, shall be considered on a first come basis regardless of seniority. Vacations scheduled and approved may be canceled in event of an emergency requiring the services of those scheduled for leave. Only one person from each shift team will be allowed off on vacation or compensatory time. Special circumstances will be considered by the Administration on a case by case basis.

10. Holiday Pay. Eligible employees shall be entitled to holiday leave with pay on the holidays recognized in the current agreement.

- (a) Each employee shall work the schedule in effect at the time irrespective of the holidays. Each employee not scheduled to work on the holiday shall receive eight (8) hours pay at their regular rate for the holiday. An employee who works on the holiday shall receive time and one-half (1½) their regular rate for all hours worked, in addition to the eight (8) hours pay for the holiday. Employees are allowed to use accrued vacation, compensatory time or short term leave time if during a pay period scheduled training time or pass days cause their regular work hours to fall short of eighty (80) hours.

11. All other terms and provisions of the parties collective bargaining agreement shall remain in full force and effect for the term thereof.

12. This Letter of Understanding contains the entire agreement between the parties concerning the 12 hour work schedule trial period. There are no other agreements oral or written. This Letter of Understanding may be amended but only in writing and signed by the appropriate representative(s) of the parties.

Date: 2/1/10

Chief of Police Michael R. Warren

Sergeant's Union Representative [Signature]