

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

Municipal Building, 241 S. Front Street, Dowagiac, Michigan

Monday, August 25, 2014, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – Aug 11, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. Black Family Celebration, August 30, 2014, Walter Ward Park
 2. Eagle's – Ride to Remember Motorcycle Run location stop, September 7, 2014 – Eagle's Club
 3. N. Mills Street Block Party, August 30, 2014,
 4. Under the Harvest Moon Festival, October 11, 2014, downtown.
- RESOLUTIONS –
1. Resolution to authorize the purchase of a leaf vacuum.
 2. Resolution to authorize the purchase of a 4x4 pickup plow truck.
 3. Resolution to authorize budget amendments for FY 2013-14 through the period ending August 21, 2014.
 4. Resolution to set a public a public hearing date for an IFT application from Premier Tool & Die.

5. Resolution to set a public a public hearing date for an IFT application from Ameriwood.
6. Resolution to authorize collective bargaining agreements with the Police Officers Labor Council (POLC) for three year agreements covering the period of October 1, 2014 through September 30, 2017 for the Sergeants Division and the Patrol Divisions.
7. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

BILLS
\$99,076.07

PAYROLL (#)
\$180,642.35

TOTAL
\$279,718.42

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, August 11, 2014

A regular meeting of the Dowagiac City Council was called to order by Mayor Pro-Tem Laylin at 7:00 p.m.

Mayor Pro-Tem Laylin led the Pledge of Allegiance to the flag.

PRESENT: Mayor Pro-Tem Leon D. Laylin; Councilmembers Bob B. Schuur, Charles K. Burling, Lori A. Hunt, James B. Dodd and Randall G. Gross, Sr.

ABSENT: Mayor Donald D. Lyons.

STAFF: City Manager Kevin P. Anderson and Assistant City Manager Rozanne H. Scherr.

Councilmember Dodd moved and Councilmember Gross seconded that the minutes of the July 28, 2014 regular meeting be approved.

Approved unanimously.

Mayor Pro-Tem Laylin moved Resolution #4 on to Agenda.

COMMUNICATIONS

1. 2014 Dowagiac Fly-In – EEA Chapter 1028, September 28, 2014.

Councilmember Burling moved and Councilmember Dodd seconded to grant the request.

2. Annual Candle Light Vigil, October 2, 2014.

Councilmember Schuur moved and Councilmember Dodd seconded to grant the request.

RESOLUTIONS

1. Resolution to authorize the Class & Compensation for non-bargaining employees for Fiscal Year 2014-15.

Councilmember Burling offered and moved the adoption of the following resolution; seconded by Councilmember Gross.

WHEREAS, Section 7.7 of the Dowagiac City Charter sets forth the duties of the City Manager, and;

WHEREAS, the City Manager shall see that all laws, ordinances, rules and regulations adopted by the City Council and provisions of the Charter are properly enforced, and;

DOWAGIAC CITY COUNCIL MEETING

Monday, August 11, 2014

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WHEREAS, the City Manager shall recommend to the Council for consideration such measures as he may deem necessary and expedient, and;

WHEREAS, the City Manager recommends to Council the approval of an annual fiscal year adjustment of 2.0% to the Classification and Compensation System as attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve and adopt the annual fiscal year adjustment of 2.00% to the Classification and Compensation System attached hereto effective October 1, 2014.

ADOPTED Unanimously.

2. Resolution to authorize a State Trunk-line Maintenance Contract with the Michigan MDOT (MDOT).

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

WHEREAS, the Michigan Department of Transportation (MDOT) has for many years maintained an agreement with the City of Dowagiac, pursuant to which the City provides maintenance services for those state trunk-lines within its corporate boundaries (both M-51 and M-62), and

WHEREAS, under this agreement, the State of Michigan reimburses the City of Dowagiac for the costs associated with such maintenance, and

WHEREAS, MDOT desires to enter into an updated contract in order to continue to employ the City of Dowagiac for the provision of maintenance services, and

WHEREAS, the attached contract, as prepared by MDOT, has been reviewed by the City Administration and subsequently recommended for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve and enter into a contract between Michigan Department of Transportation, as attached hereto and by reference made a part hereof, for the provision of maintenance services on state trunk-lines within the corporate boundaries of the City of Dowagiac.

BE IT FURTHER RESOLVED that James Bradford is hereby designated as the City of Dowagiac's Maintenance Superintendent under this contract and that the Mayor and Clerk respectively be authorized and empowered to act as signators for the execution of same.

DOWAGIAC CITY COUNCIL MEETING

Monday, August 11, 2014
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ADOPTED Unanimously.

3. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due:

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payrolls #23 for the period ending 7/24/14:

| | |
|--------------|---------------------|
| Invoices: | 198,835.53 |
| Payroll #23: | 120,833.04 |
| Total: | <u>\$319,668.57</u> |

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

| <u>Invoices</u> | <u>Payroll</u> | <u>Total</u> |
|-----------------|----------------|--------------|
| \$198,835.53 | \$120,833.04 | \$319,668.57 |

ADOPTED on a roll call vote.

Ayes: Six (6) Burling, Dodd, Gross, Laylin, Schuur

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

4. Resolution to approve the issuance of a Quit Claim Deed to Vineyard Place in return for an utility access easement.

Councilmember Dodd offered and moved the adoption of the following resolution; seconded by Councilmember Gross.

DOWAGIAC CITY COUNCIL MEETING

Monday, August 11, 2014

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WHEREAS, the City of Dowagiac provides utilities to the Vineyard Place apartments and the Vineyard Place has provided the City of Dowagiac a fee simple interest in properties where utilities are located; and

WHEREAS, the City of Dowagiac Department of Public Services and Vineyard Place agree that an easement will provide sufficient access for maintaining utilities for the apartment facility; and

NOW, THEREFORE, BE IT RESOLVED that that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the issuance of the attached Quit Claim Deed and does hereby authorize the Mayor Pro-Tem and the City Clerk to execute said deed.

ADOPTED unanimously.

MANAGER REPORT

1. Fryman Recycling – emission report
2. Russom Park – retention pond engineering update

COMMENTS FROM CITY OFFICIALS –

Upon motion by Councilmember Schuur and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 7:22 PM.

Donald D. Lyons, Mayor

Kevin P. Anderson, City Manager

EVENTS APPROVAL FORM

Event: Black Family Celebration
Date: Saturday, August 30, 2014 9:00 AM - 9:00 PM
Sponsoring Organization: Black Family Celebration
Contact Person(s): Paul Williams III
Contact Person's Telephone: 269.635.0125

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature *Steve L. ...* Date 8/20/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Budford* Date 8-20-14

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

BLACK FAMILY CELEBRATION

P.O. Box 22
Dowagiac, MI 49047

THEME

“How do we build our families, to strengthen our community”

August 16, 2014

Kevin P. Anderson
City Manager
241 South Front Street
Dowagiac, MI 49047

Re: Park Permit for Walter Ward

Dear Mr. Anderson,

The BLACK FAMILY CELEBRATION committee is in need of your assistants. We are asking permission to use Walter Ward Park on Saturday, August 30, 2014 for our annual Black Family Celebration. This celebration is being held for the entire Dowagiac Community and Michiana area.

However, we are in need of help in other areas as well in order to make this celebration successful. Attached is a list of items and services needed.

We look forward to hearing from you soon.

Paul Williams III
BLACK FAMILY CELEBRATION
Event Coordinator/Organizer
(269) 635-0125
only1smallworld@yahoo.com

Time:

BLACK FAMILY CELEBRATION

P.O. Box 22
Dowagiac, MI 49047

August 16, 2014

Re: Black Family Celebration

A list of items and services needed:

- Park Permit
- Electric
- Stage/podium
- Picnic tables (6)
- Extra trash cans (10) & extra bags
- New net and extra basketball nets (4)
- Restroom needs to be cleaned w/tissue

& also park sign is peeling

Bobbie Jo Hartline

From: paul williams <only1smallworld@yahoo.com>
Sent: Wednesday, August 20, 2014 12:00 PM
To: Bobbie Jo Hartline
Subject: Re: Park Permit

Sorry Bobbie,

+ Times is 9am to 9pm and also would like a little police presence from time to time
+ through out the day please & thank you.

Paul Williams III
Event Coordinator/Organizer
BLACK FAMILY CELEBRATION
P.O. Box 22
Dowagiac, MI 49047
Cell: (269) 635-0125
Email: only1smallworld@yahoo.com

On Wednesday, August 20, 2014 9:28 AM, Bobbie Jo Hartline <BHartline@dowagiac.org> wrote:

Hi Mr. Williams

Thank you for the celebration information.
What will be the beginning and ending times of the event?

Thank you,
Bobbie Jo
783.2531

From: paul williams [mailto:only1smallworld@yahoo.com]
Sent: Monday, August 18, 2014 2:35 PM
To: Bobbie Jo Hartline
Subject: Park Permit

Hello Bobbie,

Here is the information you requested for the use of the park.

Paul

DoubleCheck identified this as CLEAN. Give feedback. This is SPAM. More

EVENTS APPROVAL FORM

Event: N. Mills Street Block Party
Date: Saturday, August 30, 2014 - 2 PM - 10 PM
Sponsoring Organization: N. Mills Street Neighborhood
Contact Person(s): Dennis Ferrier
Contact Person's Telephone: Unpublished (contact DPS)

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature St. L. Russell Date 8/20/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bedford Date 8/20/14

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

RECEIVED

AUG 19 2014

Dear Council

I Dennis Ferrier home owner of 115 N. Mill St.
and residents of N. Mill St. would like to have
a Block party/Street dance on Aug. 30th
we would block N. Mill St. at E. R. Road
with a Exit for Emergency Only,
and at E. Division St. with a Exit for emergency Only.

Will Block them off at 2:^{PM}00 and open at 10:^{PM}00.
Food/ Games/ Bike riding on st. for kids no traffic/ live music/ Drinks
People of N. Mill St. are neighbors and not
even know each other,
this will give us a chance to meet
one another, to make this neighborhood
a better neighborhood, Watching OUT
and helping each other in the time
of need.

Thank You Council

Dennis Ferrier

EVENTS APPROVAL FORM

Event: 9/11 Never Forget - Motorcycle Run (local stop)
Date: Sunday, September 7, 2014
Sponsoring Organization: Dowagiac Eagle's Aerie #2441
Contact Person(s): Marc Unger, Trustee
Contact Person's Telephone: 269.782.8038

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature Steve L. Hummel Date 8/13/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bradford Date 8-13-14

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Kevin Anderson

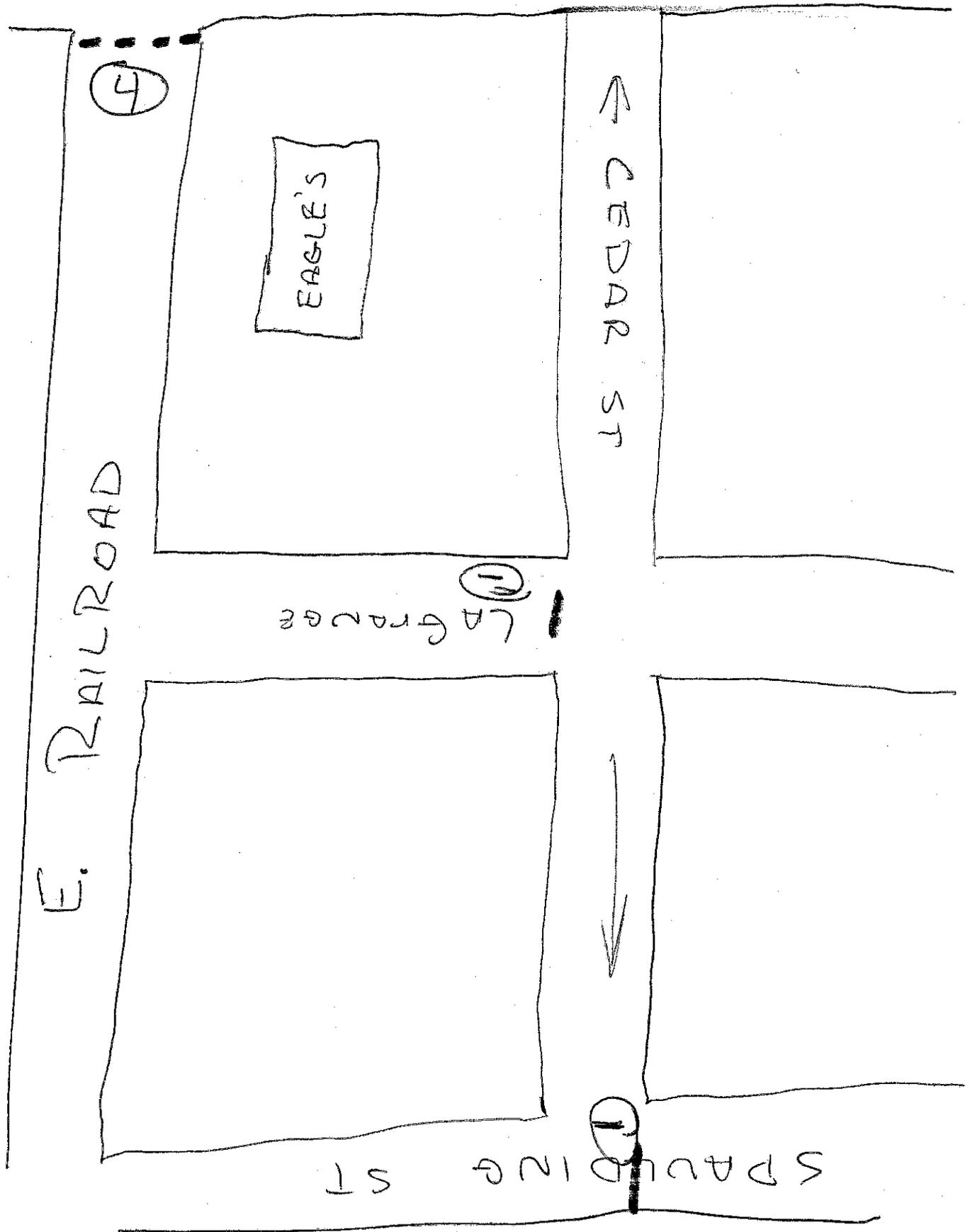
The Dowagiac Eagles Aerie #2441 is having a 9-11 bike run on September 7th 2014. The bikes will arrive at or around 1 pm. We would like to request six baracades to block off oncoming traffic. Four baracades will be used at the corner of E. Division and E. RAILROAD. ONE baracade at the corner of LaGrange and CEDAR streets, and the last baracade at the corners of SPAULDING St. and CEDAR St. I've drawn a map with blue highlights to show where they will be used on that day.

Thank you for your time, and if you have any questions please call the Dowagiac Eagles at 782-8038 and ask for Marc Unger. If I'm not there please leave a message and I will return your call ASAP.

Thank-you

Marc Unger
Trustee

E. DIVISION



AMERILWOOD

EVENTS APPROVAL FORM

Event: Under the Harvest Moon Festival
Date: Saturday, October 11, 2014 Day-long
Sponsoring Organization: Chamber of Commerce
Contact Person(s): Vickie Phillipson
Contact Person's Telephone: 269.782.8212

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature Steve L. ... Date 8/21/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bradford Date 8/21/14

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____



Chamber of Commerce & DDA

Tour The Grand Old City at www.dowagiacchamber.com

"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."

August 20, 2014

Mayor Don Lyons & City Council
Dowagiac City Hall
241 South Front Street
Dowagiac MI 49047

Dear Mayor Lyons and City Council:

Chamber staff and volunteers are finalizing plans for our fourth-annual Under the Harvest Moon Festival on Saturday, October 11. The one-day event is built around a display of antique farm tractors and vendors selling antiques, fall produce, baked goods and higher-end handmade merchandise. The Taste of Michigan, Wine & Craft Brew will also be featured upon the gated-patio of The Wounded Minnow Saloon.

In anticipation of the festival, we encourage Chamber-members and all downtown businesses to join the fun, by decorating their storefronts, entrances or window displays with an autumn theme, as they enter the festival's Scarecrow Contest. For those businesses that are located outside the downtown and for public entries, we would like permission from the City to assign a lamppost to them to decorate with their scarecrow entry. We will request that participants of the contest provide their own clean-up by a specified date, following the festival.

On behalf of the Chamber and our planning committee, we would like to request:

- The closure of Front Street, from Division to Main for:
 - community & commercial vendors that have registered with the Chamber and have paid their exhibition fee
 - display of vintage farm tractors
 - merchant-related activities such as the Corn Hole Tournament hosted by Wounded Minnow & the interactive pottery workshop provided by Michele Stambaugh of Mud-Luscious
 - children's games hosted by the Miss Dowagiac Scholarship Pageant
 - wood sculpting exhibition
 - pumpkin decorating workshop, hosted by MKSOD
 - dance exhibitions
 - and 4-H & other exhibits of animals
- The use of part of Beeson & Commercial streets at each of the Front Street intersections for placement of entertainment & food vendors.
- Front Street and an adjacent route for the horse-drawn wagon rides
- Barricades to close the necessary streets
- The closure and use of the unpaved parking lot at Front and Penn Avenue, at the rear of Huntington Bank, for the owners of antique tractors to park their trucks and rigs.
- Eight of the city's picnic tables and the assistance of DPS in transporting them to & from the downtown.
- The use of electrical outlets on Front Street and within the park, and the train depot's restrooms for the public.
- The assistance of the grounds crew to plant autumn mums in the streetscape flower pots a week prior to the event.
- And, the assistance of police to put street and parking lot barricades in place after restaurants close Friday night.

As always, thank you for your consideration and for support services provided to us by DPS, police, fire and grounds personnel. We look forward to seeing you at Under the Harvest Moon, as we celebrate one of Michigan's finest seasons.

Best Regards,

Vickie Phillipson, Program Director
Greater Dowagiac Chamber of Commerce & DDA,
and Under the Harvest Moon Co-chairman

Located in the Historic Dowagiac Train Depot
200 Depot Drive, Dowagiac, Michigan 49047 269.782.8212

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 24, 2014

SUBJECT: Vehicle Replacement – 4x4 pick-up plow truck

This vehicle is to replace a 2002 truck that the frame and trailing arms were rusted beyond repair and was sold on eBay for \$2,200 this spring. This vehicle is necessary for plowing alleys and pushing snow back at intersections.

The attached memo from James Bradford, DPS Director, details the bid. C Wimberley was the low bid at \$27,239.00.

RECOMMENDATION

Approve a resolution to authorize the purchase of a 2015 Ford F-250 4x4 with a Western Snowplow from C. Wimberley Automotive Group for \$27,239.

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City of Dowagiac Department of Public Services (DPS) Staff has determined that the replacement of a 4x4 pickup truck provides a valuable service to the operations during snow removal season, and;

WHEREAS, DPS recommends purchasing a new vehicle,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a 2015 Ford F-250 4x4 with a Western Snowplow from C Wimberley Automotive Group for \$27,239.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to act as signatory for the execution of same.

ADOPTED Unanimously



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford *JDB*
DPS Director

DATE: August 19, 2014

RE: Vehicle Replacement

As we recently discussed, the frame and trailing arms on Unit #102, a 2002 Dodge Ram 2500 4x4 pick-up plow truck, rusted beyond repair last winter. The truck was 12 years old and had over 77,000 miles. Originally, this pick-up truck was purchased for doing maintenance street maintenance and snow plowing on local alley and pushing back corners.

The truck was sold "as is" on eBay for \$2,200. At the time of breakdown, we decided to replace this vehicle in late summer versus early spring due to winter maintenance costs.

We contacted several vendors to obtain State of Michigan pricing on a new pick-up truck with snowplow. The quotes came in as follows:

| | |
|---|---------------|
| C Wimberley Automotive Group, Dowagiac, MI | \$27,239.00 |
| 2015 Ford F-250, 4x4, with Western snowplow | |
| Gorno Ford, Woodhaven, MI | \$28,166.00** |
| 2015 Ford F-250, 4x4 with Western snowplow | |

**Additional delivery charges.

I have attached the quotes for your review. I am therefore requesting permission to purchase a 2015 Ford F-250, 4x4, with Western snowplow, to replace unit #102 from C Wimberley Automotive Group for a cost of \$27,239.

Thank you for your review and consideration. Should you have any questions or need additional information regarding this request, please let me know.

CNGP530

VEHICLE ORDER CONFIRMATION

07/30/14 11:49:54

==>

Dealer: F48584

2015 F-SERIES SD

Page: 1 of 2

Order No: 9879 Priority: J3 Ord FIN: QI217 Order Type: 5B Price Level: 515

Ord PEP: 600A Cust/Flt Name: DOWAGIAC PO Number:

| | | RETAIL | DLR INV | | RETAIL | DLR INV |
|------|------------------|---------|------------|---|--------|----------|
| F2B | F250 4x4 SD R/C | \$33840 | \$31217.00 | 10000# GVWR PKG | | |
| | 137" WHEELBASE | | | 213 ELECTRONIC SOF | 185 | 158.00 |
| Z1 | OXFORD WHITE | | | 41H ENG BLK HEATER | NC | NC |
| A | VNYL 40/20/40 | | | 41P SKID PLATES | 100 | 85.00 |
| S | STEEL | | | 473 SNOW PLOW PKG | 85 | 73.00 |
| 600A | PREF EQUIP PKG | | | SPARE TIRE/WHL5 | NC | NC |
| | .XL TRIM | | | 12.5K TRLR HTCH | NC | NC |
| | .TRAILER TOW PKG | | | | | |
| 572 | .AIR CONDITIONER | NC | NC | TOTAL BASE AND OPTIONS | 35530 | 31061.02 |
| | .AM/FM STER/CLK | | | TOTAL | 35530 | 31061.02 |
| 996 | .6.2L EFI V8 ENG | NC | NC | *THIS IS NOT AN INVOICE* | | |
| 44P | 6-SPD AUTOMATIC | NC | NC | *TOTAL PRICE EXCLUDES COMP PRICE ALLOW* | | |
| TBM | LT245 BSW AT 17 | 125 | 107.00 | * MORE ORDER INFO NEXT PAGE * | | |
| X37 | 3.73 REG AXLE | NC | NC | F8=Next | | |
| | JOB #1 BUILD | | | F3/F12=Veh Ord Menu | | |

F1=Help

F2=Return to Order

F9=View Trailers

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC096401

\$21,071.00

+ the Fee's

To: Sue

From Glenn Olson

Any Questions please call.

Additional items:

Electronic brake \$ 270.00

Limited slip differential \$ 333.00

Up fitter switches \$ 125.00

Western Pro Plus snowplow \$ 5,225.00

Destination charges / Title \$ 215.00

\$ 6,168.00

Total \$27,239.00

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 7/30/14

TO: SUE WATSON, DOWAGIAC (SCHOOLS)
269-782-8200 (DIRECT) swatson@dowagiac.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL #3958-0092 (1) 2015MY FORD F-250, 4x4, REG.CAB, 137"WB, 8' BOX, SELECT COLOR/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, AM/FMw/CLOCK, A/C, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG.AXLE, 10,000 # GVWR, 12.5k TRAILER TOW PKG., TILT/CRUISE, TPMS, LT265/70Rx17E-AT, ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, SNOW PLOW PREP PKG., ENGINE BLOCK HTR., FACTORY CAB STEPS, ELEC. SHIFT-ON-THE-FLY, SKID PLATES, H.D. ALT., H.D. SUSPENSION PKG., ELEC. BRAKE CNTRLR., UPFITTER-SWITCHES, REV. SAFETY BEEPER WESTERN PRO-PLUS ULTRA-MOUNT 8.5' STRAIGHT BLADE STEEL PLOW, w/CAST IRON SHOES, NIGHTHAWK LIGHTS, HAND-HELD CONTROLS, RUBBER SNOW DEFLECTOR, TWO WINTER WARRANTY**

F.O.B. DELIVERED TO DOWAGIAC, MI \$28,166.00
(MSRP = \$42,762.00)

Current lead time to order is 12-14 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

| | | |
|---|------------------|-----------------|
| WESTERN V-BLADE 8.5' (OPTION) | ADD | 300.00 |
| CLOTH SEATS | | 149.00 |
| ALL-WEATHER H.D. FLOOR MATS | | 79.00 |
| PWR. WINDOWS/LOCKS/Htd.MIRRORS | | 895.00 |
| 3.73 E-LOCK AXLE | | 390.00 |
| RHINO SPRAY-IN-BED LINER | | 629.00 |
| AMBER ROOF CLEARANCE LIGHTS | | 55.00 |
| MUNICIPAL SAFETY LIGHT PKG. | | 1,395.00 |

(Includes Amber LED Roof Mount Mini-Light Bar, Frnt.Amber Grill LED's & Rear Amber LED Taillight Flashers)

Please review **SELECT COLOR/OPTIONS**, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Dowagiac. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 24, 2014

SUBJECT: Vehicle Replacement – 4x4 pick-up plow truck

This vehicle is to replace a 2002 truck that the frame and trailing arms were rusted beyond repair and was sold on eBay for \$2,200 this spring. This vehicle is necessary for plowing alleys and pushing snow back at intersections.

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ADOPTED Unanimously



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford *JDB*
DPS Director

DATE: August 19, 2014

RE: Vehicle Replacement

As we recently discussed, the frame and trailing arms on Unit #102, a 2002 Dodge Ram 2500 4x4 pick-up plow truck, rusted beyond repair last winter. The truck was 12 years old and had over 77,000 miles. Originally, this pick-up truck was purchased for doing maintenance street maintenance and snow plowing on local alley and pushing back corners.

The truck was sold "as is" on eBay for \$2,200. At the time of breakdown, we decided to replace this vehicle in late summer versus early spring due to winter maintenance costs.

We contacted several vendors to obtain State of Michigan pricing on a new pick-up truck with snowplow. The quotes came in as follows:

| | |
|---|---------------|
| C Wimberley Automotive Group, Dowagiac, MI | \$27,239.00 |
| 2015 Ford F-250, 4x4, with Western snowplow | |
| Gorno Ford, Woodhaven, MI | \$28,166.00** |
| 2015 Ford F-250, 4x4 with Western snowplow | |

**Additional delivery charges.

I have attached the quotes for your review. I am therefore requesting permission to purchase a 2015 Ford F-250, 4x4, with Western snowplow, to replace unit #102 from C Wimberley Automotive Group for a cost of \$27,239.

Thank you for your review and consideration. Should you have any questions or need additional information regarding this request, please let me know.

CNGP530

VEHICLE ORDER CONFIRMATION

07/30/14 11:49:54

==>

Dealer: F48584

2015 F-SERIES SD

Page: 1 of 2

Order No: 9879 Priority: J3 Ord FIN: QI217 Order Type: 5B Price Level: 515

Ord PEP: 600A Cust/Flt Name: DOWAGIAC PO Number:

| | | RETAIL | DLR INV | | RETAIL | DLR INV |
|------|------------------|---------|------------|---|--------|----------|
| F2B | F250 4x4 SD R/C | \$33840 | \$31217.00 | 10000# GVWR PKG | | |
| | 137" WHEELBASE | | | 213 ELECTRONIC SOF | 185 | 158.00 |
| Z1 | OXFORD WHITE | | | 41H ENG BLK HEATER | NC | NC |
| A | VNYL 40/20/40 | | | 41P SKID PLATES | 100 | 85.00 |
| S | STEEL | | | 473 SNOW PLOW PKG | 85 | 73.00 |
| 600A | PREF EQUIP PKG | | | SPARE TIRE/WHL5 | NC | NC |
| | .XL TRIM | | | 12.5K TRLR HTCH | NC | NC |
| | .TRAILER TOW PKG | | | | | |
| 572 | .AIR CONDITIONER | NC | NC | TOTAL BASE AND OPTIONS | 35530 | 31061.02 |
| | .AM/FM STER/CLK | | | TOTAL | 35530 | 31061.02 |
| 996 | .6.2L EFI V8 ENG | NC | NC | *THIS IS NOT AN INVOICE* | | |
| 44P | 6-SPD AUTOMATIC | NC | NC | *TOTAL PRICE EXCLUDES COMP PRICE ALLOW* | | |
| TBM | LT245 BSW AT 17 | 125 | 107.00 | | | |
| X37 | 3.73 REG AXLE | NC | NC | * MORE ORDER INFO NEXT PAGE * | | |
| | JOB #1 BUILD | | | | | |

F1=Help

F2=Return to Order

F8=Next

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

QC096401

\$21,071.00

+ the Fee's

To: Sue

From Glenn Olson

Any Questions please call.

Additional items:

Electronic brake \$ 270.00

Limited slip differential \$ 333.00

Up fitter switches \$ 125.00

Western Pro Plus snowplow \$ 5,225.00

Destination charges / Title \$ 215.00

\$ 6,168.00

Total \$27,239.00

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 7/30/14

TO: SUE WATSON, DOWAGIAC (SCHOOLS)
269-782-8200 (DIRECT) swatson@dowagiac.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL #3958-0092 (1) 2015MY FORD F-250, 4x4, REG.CAB, 137"WB, 8' BOX, SELECT COLOR/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, AM/FMw/CLOCK, A/C, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG.AXLE, 10,000 # GVWR, 12.5k TRAILER TOW PKG., TILT/CRUISE, TPMS, LT265/70Rx17E-AT, ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, SNOW PLOW PREP PKG., ENGINE BLOCK HTR., FACTORY CAB STEPS, ELEC. SHIFT-ON-THE-FLY, SKID PLATES, H.D. ALT., H.D. SUSPENSION PKG., ELEC. BRAKE CNTRLR., UPFITTER-SWITCHES, REV. SAFETY BEEPER WESTERN PRO-PLUS ULTRA-MOUNT 8.5' STRAIGHT BLADE STEEL PLOW, w/CAST IRON SHOES, NIGHTHAWK LIGHTS, HAND-HELD CONTROLS, RUBBER SNOW DEFLECTOR, TWO WINTER WARRANTY**

F.O.B. DELIVERED TO DOWAGIAC, MI \$28,166.00
(MSRP = \$42,762.00)

Current lead time to order is 12-14 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

| | | |
|---|------------------|-----------------|
| WESTERN V-BLADE 8.5' (OPTION) | ADD | 300.00 |
| CLOTH SEATS | | 149.00 |
| ALL-WEATHER H.D. FLOOR MATS | | 79.00 |
| PWR. WINDOWS/LOCKS/Htd.MIRRORS | | 895.00 |
| 3.73 E-LOCK AXLE | | 390.00 |
| RHINO SPRAY-IN-BED LINER | | 629.00 |
| AMBER ROOF CLEARANCE LIGHTS | | 55.00 |
| MUNICIPAL SAFETY LIGHT PKG. | | 1,395.00 |

(Includes Amber LED Roof Mount Mini-Light Bar, Frnt.Amber Grill LED's & Rear Amber LED Taillight Flashers)

Please review **SELECT COLOR/OPTIONS**, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Dowagiac. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

CITY OF DOWAGIAC

MEMO TO: **Mayor and Council Members**

FROM: **Kevin P. Anderson, City Manager**

DATE: **August 21, 2014**

SUBJECT: **Budget Amendments**

Each year budgets are reviewed on a quarterly basis for the purpose of making recommendations to Council to amend the budget based on actual financial activity and revised expectations. A review of the recommendations through August 21, 2014 is attached for your review and consideration.

Although it is not the end of the quarter the City has undergone substantial growth projects during the current year and has re-classified a few expenses to properly align with the fund they occurred in. Preparing these amendments now will allow the City to better use their financial statements to make better informed decisions. These items have been reviewed by the City Accountant Becky Grabemeyer and staff.

RECOMMENDATION

Approve the resolution authorizing budget amendments as presented.

Support Documents:

Cover Memo – City Mgr.
Resolution
Budget Amendments

Resolution #3
August 25, 2014

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through August 21, 2014; and

WHEREAS, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

WHEREAS, the attached report for these funds indicates the current budget and the recommended budget revisions.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED/REJECTED

A motion to make the following adjustments to the original budget.

| Account | Description | Amount | Reason for Change |
|---------|----------------|---------------|---|
| 101 | General Fund | | |
| R | 101-265-651.00 | 2,000 | Reclass within fund |
| R | 101-265-675.20 | (2,000) | Reclass within fund |
| R | 101-298-576.00 | 10,000 | Increase to expected |
| R | 101-301-695.00 | (2,000) | Decrease to expected |
| R | 101-301-695.17 | 500 | Increase to expected |
| R | 101-302-678.10 | (15,000) | Decrease to expected |
| R | 101-336-631.00 | 9,050 | Increase to expected |
| R | 101-371-479.00 | 2,000 | Increase to expected |
| R | 101-371-479.10 | 3,500 | Increase to expected |
| R | 101-371-479.20 | 5,000 | Increase to expected |
| R | 101-371-479.30 | 6,000 | Increase to expected |
| R | 101-371-626.31 | (10,000) | Decrease to expected |
| R | 101-804-696.11 | 6,000 | Increase to expected |
| | 101-101-702.00 | (4,400) | Reclass within fund |
| | 101-101-715.00 | (200) | Reclass within fund |
| | 101-101-805.00 | 200 | Reclass within fund |
| | 101-172-702.00 | (30,000) | Reclass within fund |
| | 101-172-715.00 | (2,000) | Reclass within fund |
| | 101-172-716.00 | (2,000) | Reclass within fund |
| | 101-191-801.00 | 2,000 | Increase to expected |
| | 101-191-901.00 | 2,000 | Increase to expected |
| | 101-192-901.00 | 500 | Increase to expected |
| | 101-209-801.00 | 300 | Increase to expected |
| | 101-210-801.00 | (2,000) | Reclass within fund |
| | 101-265-718.00 | 2,000 | Reclass within fund |
| | 101-265-751.00 | (8,000) | Reclass to MPE |
| | 101-265-801.00 | 31,000 | Increase to expected |
| | 101-265-853.00 | 400 | Increase to expected |
| | 101-265-930.00 | (2,000) | Reclass within fund |
| | 101-265-965.61 | 2,500 | Increase to expected |
| | 101-301-701.99 | (18,000) | Reclass within fund |
| | 101-301-702.25 | 18,000 | Increase to expected |
| | 101-301-715.00 | 1,900 | Increase to expected |
| | 101-301-717.00 | 650 | Increase to expected |
| | 101-301-718.00 | 17,000 | Increase to expected |
| | 101-301-965.61 | 2,440 | Increase to expected |
| | 101-302-920.00 | 1,450 | Increase to expected |
| | 101-316-720.00 | 45 | Establish Budget |
| | 101-336-702.00 | 23,000 | Increase to expected |
| | 101-336-702.25 | (10,000) | Reclass within fund |
| | 101-336-703.25 | 4,000 | Increase to expected |
| | 101-336-932.00 | (10,000) | Decrease to expected |
| | 101-336-965.61 | 5,000 | Increase to expected |
| | 101-371-702.00 | 2,000 | Increase to expected |
| | 101-804-801.00 | 2,050 | Increase to expected |
| | 101-804-880.02 | 20 | Increase to expected |
| | Revenue | 15,050 | Expense |
| | | 29,855 | Overall |
| | | | (14,805) Increase / (Decrease) Fund Bal. |

202 Major Streets

NO ADJUSTMENTS SUGGESTED

| Revenue | Expense | Overall | - Increase / (Decrease) Fund Bal. |
|---------|---------|---------|-----------------------------------|
|---------|---------|---------|-----------------------------------|

203 Local Streets

| | | | |
|----------------|--------------------------|--------|----------------------|
| 203-463-702.00 | Salaries & Wages | 17,000 | Increase to expected |
| 203-463-715.00 | FICA Taxes | 1,000 | Increase to expected |
| 203-463-716.00 | Health/Dental Insurance | 3,000 | Increase to expected |
| 203-463-718.00 | Retirement Contributions | 1,250 | Increase to expected |
| 203-463-946.00 | Equipment Rental | 14,000 | Increase to expected |
| 203-465-702.00 | Salaries & Wages | 800 | Increase to expected |
| 203-465-715.00 | FICA Taxes | 60 | Increase to expected |

Revenue **Expense** **37,110** **Overall** **(37,110) Increase / (Decrease) Fund Bal.**

208 Parks

| | | | | |
|---|----------------|--------------------------------|---------|--|
| R | 208-718-607.00 | Service Fee Income | 500 | Increase to expected |
| R | 208-718-675.25 | Park Donations | 300 | Increase to actual |
| | 208-718-801.00 | Contractual/Professional | (3,000) | Reclass within fund |
| | 208-718-934.00 | Site Maintenance / Improvement | 3,000 | Reclass within fund |
| | 208-718-965.00 | Transfer to Other Funds | 45,000 | Transfer back to Water from P/Y borrowings |

Revenue **800** **Expense** **45,000** **Overall** **(44,200) Increase / (Decrease) Fund Bal.**

226 Solid Waste

| | | | |
|----------------|--------------------------|-------|----------------------|
| 226-523-702.05 | Administrative Salaries | 1,000 | Increase to expected |
| 226-523-702.17 | Wages - Compost | 800 | Increase to expected |
| 226-523-718.00 | Retirement Contributions | 1,000 | Increase to expected |
| 226-523-946.00 | Equipment Rental | 6,500 | Increase to expected |

Revenue **Expense** **9,300** **Overall** **(9,300) Increase / (Decrease) Fund Bal.**

240 Industrial/Economic Development

| | | | |
|----------------|--------------------------|---------|----------------------|
| 240-261-801.00 | Contractual/Professional | 1,000 | Increase to expected |
| 240-261-970.00 | Capital Items | 100,000 | Increase to expected |

Revenue **Expense** **101,000** **Overall** **(101,000) Increase / (Decrease) Fund Bal.**

243 LDFA Project

NO ADJUSTMENTS SUGGESTED

Revenue **Expense** **-** **Overall** **-** **Increase / (Decrease) Fund Bal.**

244 Economic Development

| | | | |
|----------------|-----------------------|--------|--------------------|
| 244-261-970.99 | Pass Through Expenses | 17,000 | Increase to actual |
|----------------|-----------------------|--------|--------------------|

Revenue **Expense** **17,000** **Overall** **(17,000) Increase / (Decrease) Fund Bal.**

245 DDA - TIF Project

NO ADJUSTMENTS SUGGESTED

Revenue **Expense** **-** **Overall** **-** **Increase / (Decrease) Fund Bal.**

252 Rehab Loan Payments

| | | | |
|----------------|-----------------------------------|----|----------------------|
| 252-851-801.00 | Contractual/Professional Services | 30 | Increase to expected |
|----------------|-----------------------------------|----|----------------------|

Revenue **-** **Expense** **30** **Overall** **(30) Increase / (Decrease) Fund Bal.**

255 Rental Rehab

NO ADJUSTMENTS SUGGESTED

| | <i>Revenue</i> | - | <i>Expense</i> | - | <i>Overall</i> | - | <i>Increase / (Decrease) Fund Bal.</i> |
|-------|----------------------------------|-----------------|------------------------------------|--------------------|-----------------|----------------|---|
| <hr/> | | | | | | | |
| 265 | Municipal Facilities/Improvement | | | | | | |
| R | 265-264-695.00 | | Miscellaneous Income | | (10,000) | | Reduce income that is now reported in GF |
| | 265-264-920.00 | | Utilities | | 1,000 | | Increase to expected |
| | 265-264-931.03 | | Property Maintenance | | 300 | | Increase to expected |
| | <i>Revenue</i> | <i>(10,000)</i> | <i>Expense</i> | | <i>1,300</i> | <i>Overall</i> | <i>(11,300) Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 266 | City Drug Forfeiture | | | | | | |
| | 266-765-740.00 | | Operating Supplies | | 1,000 | | Reclass within fund |
| | 266-765-873.00 | | Travel & Training | | (500) | | Reclass within fund |
| | 266-765-956.00 | | Miscallenous Expense | | (500) | | Reclass within fund |
| | <i>Revenue</i> | - | <i>Expense</i> | - | <i>Overall</i> | - | <i>Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 268 | Federal Drug Forfeiture | | | | | | |
| | NO ADJUSTMENTS SUGGESTED | | | | | | |
| | <i>Revenue</i> | - | <i>Expense</i> | - | <i>Overall</i> | - | <i>Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 299 | Depot | | | | | | |
| R | 299-959-665.00 | | Interest Income | | (780) | | Decrease to expected |
| | 299-959-956.00 | | Miscallenous Expense | | (500) | | Decrease to expected |
| | <i>Revenue</i> | <i>(780)</i> | <i>Expense</i> | | <i>(500)</i> | <i>Overall</i> | <i>(280) Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 497 | M-51 S Commercial Development | | | | | | |
| | NO ADJUSTMENTS SUGGESTED | | | | | | |
| | <i>Revenue</i> | | <i>Expense</i> | | <i>Overall</i> | - | <i>Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 499 | Capital Project Fund | | | | | | |
| R | 499-466-423.00 | | Electric Payments in Lieu of Taxes | | 7,000 | | Increase to expected |
| | <i>Revenue</i> | <i>7,000</i> | <i>Expense</i> | - | <i>Overall</i> | <i>7,000</i> | <i>Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 582 | Electric Utility | | | | | | |
| R | 582-440-607.00 | | Service Fee Income | | 2,000 | | Increase to expected |
| R | 582-440-644.00 | | Residential Sales | | 75,000 | | Increase to expected |
| R | 582-440-645.00 | | General Services | | (40,000) | | Reclass within fund |
| R | 582-440-646.00 | | Large Light/Industrial | | 20,000 | | Reclass within fund |
| R | 582-440-647.00 | | Muni Wtr/Pub Services | | (20,000) | | Reclass within fund |
| R | 582-440-649.00 | | Energy Optimization Sales | | (10,000) | | Reclass within fund |
| R | 582-440-665.00 | | Interest Income | | 5,000 | | Reclass within fund |
| | 582-483-730.00 | | Postage | | 3,000 | | Increase to expected |
| | 582-483-880.00 | | Community Promotion | | 1,000 | | Increase to expected |
| | <i>Revenue</i> | <i>32,000</i> | <i>Expense</i> | | <i>4,000.00</i> | <i>Overall</i> | <i>28,000 Increase / (Decrease) Fund Bal.</i> |
| <hr/> | | | | | | | |
| 588 | Dial A Ride Transportation | | | | | | |
| | 588-959-910.00 | | General Insurance | | (1,500) | | Reduce to expected |
| | 588-959-933.00 | | Vehicle Maintnenace | | 1,500 | | Increase to expected |
| | 588-959-968.00 | | Depreciation Expense | | (10,000) | | Reduce to expected |
| | <i>Revenue</i> | | <i>Expense</i> | <i>(10,000.00)</i> | <i>Overall</i> | <i>10,000</i> | <i>Increase / (Decrease) Fund Bal.</i> |

590 Sewer Utility

| | | | | | | | | |
|---|----------------|-----------------------------------|----------------|----------------|----------------------|----------------|---------------|--|
| R | 590-440-607.00 | Service Fees Income | | 500 | Increase to expected | | | |
| R | 590-440-644.10 | Utility Sales | | 40,000 | Increase to expected | | | |
| R | 590-440-644.11 | Contractual Sales - Cass | | 60,000 | Increase to expected | | | |
| | 590-442-783.00 | Customer Install | | 2,000 | Increase to expected | | | |
| | 590-442-801.00 | Contractual/Professional services | | 4,000 | Increase to expected | | | |
| | 590-443-740.00 | Operating Supplies | | 1,500 | Increase to expected | | | |
| | 590-443-801.00 | Contractual/Professional services | | 20,000 | Increase to expected | | | |
| | 590-443-946.00 | Equipment Rental | | 4,900 | Increase to expected | | | |
| | 590-445-94600 | Equipment Rental | | 375 | Increase to expected | | | |
| | 590-483-717.00 | Life Insurance | | 300 | Increase to expected | | | |
| | 590-483-730.00 | Postage | | 3,000 | Increase to expected | | | |
| | 590-483-805.00 | Memberships | | 400 | Establish Budget | | | |
| | 590-536-801.00 | Contractual/Professional services | | 1,700 | Increase to expected | | | |
| | 590-536-956.00 | Miscellaneous Expense | | 100 | Establish Budget | | | |
| | 590-538-702.35 | Maintenance OT | | 4,000 | Increase to expected | | | |
| | 590-538-718.00 | Retirement Contributions | | 3,100 | Increase to expected | | | |
| | 590-538-801.00 | Contractual/Professional services | | (2,500) | Decrease to expected | | | |
| | | Revenue | 100,500 | Expense | 42,875.00 | Overall | 57,625 | Increase / (Decrease) Fund Bal. |

591 Water Utility

| | | | | | | | | |
|---|----------------|--------------------------|---------------|----------------|----------------------|----------------|--------------|--|
| R | 591-440-607.00 | Service Fee Income | | 2,400 | Increase to expected | | | |
| R | 591-536-644.10 | Utility Sales | | 15,000 | Increase to expected | | | |
| R | 591-536-659.00 | Late Payment Penalty | | 1,000 | Increase to expected | | | |
| | 591-442-783.00 | Customer Install | | 4,000 | Increase to expected | | | |
| | 591-442-937.00 | Storage Tank maintenance | | 2,000 | Increase to expected | | | |
| | 591-442-946.00 | Equipment Rental | | 15,250 | Increase to expected | | | |
| | 591-442-970.00 | Capital Items | | (20,000) | Reclass within fun | | | |
| | 591-444-920.00 | Utilities | | 4,000 | Increase to expected | | | |
| | 591-483-730.00 | Postage | | 5,000 | Increase to expected | | | |
| | 591-483-965.00 | Transfer to other funds | | 1,000 | Increase to expected | | | |
| | 591-536-716.00 | Health/Dental Insurance | | 600 | Increase to expected | | | |
| | 591-536-784.10 | Repair Maint/Supply | | 5,400 | Increase to expected | | | |
| | 591-536-946.00 | Equipment Rental | | 2,000 | Increase to expected | | | |
| | | Revenue | 18,400 | Expense | 19,250.00 | Overall | (850) | Increase / (Decrease) Fund Bal. |

661 Motor Pool/Equipment

| | | | | | | | | |
|---|----------------|--------------------------|---------------|----------------|--------------------------------------|----------------|---------------|--|
| R | 661-932-671.00 | Equipment Rental | | 21,000 | Increase to expected | | | |
| | 661-932-702.05 | Admin Salaries | | 4,000 | Increase to expected | | | |
| | 661-932-702.10 | Salaries & Wages | | (20,000) | Reclass within Fund | | | |
| | 661-932-715.00 | FICA Taxes | | (1,000) | Reduce FICA Taxes | | | |
| | 661-932-718.00 | Retirement Contributions | | (6,000) | Reduce to expected | | | |
| | 661-932-751.00 | Gas / Diesel | | 16,000 | Increase to expected (8,000 from GF) | | | |
| | 661-932-901.00 | Contractual/Professional | | 16,000 | Increase to expected | | | |
| | 661-932-910.00 | Insurance | | (13,000) | \$13,000 of Ins Refund trans to 226 | | | |
| | 661-932-920.00 | Utilities | | 800 | Increase to expected | | | |
| | 661-932-965.00 | Transfer to Other Funds | | 13,000 | \$13,000 of Ins Refund trans to 226 | | | |
| | | Revenue | 21,000 | Expense | 9,800.00 | Overall | 11,200 | Increase / (Decrease) Fund Bal. |

662 Computer Replacement Fund

| | | | | | | | | |
|--|----------------|--------------------------|--|----------------|----------------------|----------------|-------------------|--|
| | 662-932-740.00 | Operating Supplies | | (1,500) | Reclass within fund | | | |
| | 662-932-801.00 | Contractual/Professional | | 7,000 | Increase to expected | | | |
| | 662-932-853.00 | Telephone | | 300 | Increase to expected | | | |
| | | Revenue | | Expense | 5,800.00 | Overall | (5,800.00) | Increase / (Decrease) Fund Bal. |

677 Self Insurance

| | | | | | | | | |
|--|------------------------------|--------------------|--|----------------|--|----------------|------------------|--|
| | CHECK THE INTEREST ON THE CD | | | | | | | |
| | 677-951-716.50 | Health/Drug Claims | | (75,000) | Decrease to expected, Health Insurance changes | | | |
| | | Revenue | | Expense | (75,000.00) | Overall | 75,000.00 | Increase / (Decrease) Fund Bal. |

678 Self Insurance - MMRMA

NO ADJUSTMENTS SUGGESTED

| <i>Revenue</i> | <i>Expense</i> | <i>Overall</i> | <i>- Increase / (Decrease) Fund Bal.</i> |
|--------------------|----------------|----------------|--|
| 711 Cemetery Trust | | | |

NO ADJUSTMENTS SUGGESTED

| <i>Revenue</i> | <i>- Expense</i> | <i>Overall</i> | <i>- Increase / (Decrease) Fund Bal.</i> |
|----------------|------------------|----------------|--|
|----------------|------------------|----------------|--|

733 Retiree Insurance

| | | | |
|----------------|---------------------------------|----------|----------------------|
| 733-861-955.00 | BCBS Payments | (10,000) | Decrease to expected |
| 733-861-955.50 | Self Insurance Payment Retirees | (10,000) | Decrease to expected |

| <i>Revenue</i> | <i>Expense</i> | <i>(20,000.00)</i> | <i>Overall</i> | <i>20,000.00</i> | <i>Increase / (Decrease) Fund Bal.</i> |
|----------------|----------------|--------------------|----------------|------------------|--|
|----------------|----------------|--------------------|----------------|------------------|--|

753 Public Art

NO ADJUSTMENTS SUGGESTED

| <i>Revenue</i> | <i>- Expense</i> | <i>Overall</i> | <i>- Increase / (Decrease) Fund Bal.</i> |
|----------------|------------------|----------------|--|
|----------------|------------------|----------------|--|

All Funds (32,850) Increase / (Decrease) Fund Bal.

Signature

Date Approved

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 22, 2014

SUBJECT: Premier Tool & Die IFT Application

We have received an application from Premier Tool & Die to be considered for tax abatement for new equipment. In total, they are looking to invest an additional \$520,678.

City Council recently adopted a policy by which the amount of money invested, the total jobs created or retained, the local job component and the annual payroll would be taken into consideration when reviewing IFT applications. Premier Tool & Die's application makes them eligible for a 12-year tax abatement. Years 7-12 of the abatement will require annual documentation that the original criterion continues to be met. This new investment will contribute approximately \$1,400 in new taxes for the City and an additional \$1,000 for other taxing entities per year.

State law requires three actions by Council on IFT applications; 1) call for a public hearing, 2) hold a public hearing, and 3) take action. The attached resolution calls for a public hearing to be held at the September 22, 2014 City Council meeting.

RECOMMENDATION

Authorize a resolution calling for a public hearing at the September 22, 2014 City Council meeting.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- IFT Application

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____.

WHEREAS, Premier Tool & Die Corporation has made formal application for an Industrial Facilities Exemption Certificate, pursuant to new equipment at its manufacturing facility at 101 Poplar Street in the City of Dowagiac, and;

WHEREAS, pursuant to P.A. 198 (1974) as amended, a public hearing is to be conducted by the local governmental unit in which the application facility is located, and;

WHEREAS, P.A. 198 requires that the Assessor for the City of Dowagiac and the legislative body of each unit levying ad valorem property taxes against the facility in question be notified of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby schedule a public hearing to be conducted on September 22, 2014 at 7:00 p.m. in the City Council Chambers for the purpose of hearing public comment on the application filed by Premier Tool & Die for an Industrial Facilities Exemption Certificate for new equipment at its manufacturing facility at 101 Poplar Street in the City of Dowagiac.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to send notices, by certified mail, of said public hearing to the following:

1. Premier Tool & Die Corporation
2. City Assessor, City of Dowagiac
3. The County Board of Commissioners, County of Cass
4. The Board of Education, Dowagiac Union Schools
5. The Board of Trustees, Southwestern Michigan College
6. The Board of Education, Lewis Cass Intermediate School District
7. Dowagiac District Library

ADOPTED/REJECTED

RESOLUTION FOR APPLICATION OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR Premier Tool and Die Cast

Motion by _____, supported by _____
for the adoption of the following resolution.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on _____, by the Dowagiac City Council, a resolution established _____ Industrial Development District, as requested by Premier Tool and Die Cast; and

WHEREAS, Premier Tool and Die Cast has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements; and

WHEREAS, before acting on said application, the Dowagiac City Council held a hearing on Monday, _____ at the City Hall, 241 S. Front Street, Dowagiac at 7:00 PM. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of new machinery and equipment had not begun earlier than six (6) months before the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the installation of equipment will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Dowagiac; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Dowagiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Dowagiac City Council that:

1. The City of Dowagiac finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Dowagiac, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Dowagiac.
2. The application of Premier Tool and Die Cast for an Industrial Facilities Exemption Certificate with respect to new machinery and equipment on the

following described parcel of real property situated within the _____ Industrial Development District is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of _____ years after completion.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Dowagiac, Cass County, Michigan, at a regular meeting held on _____ for _____ Industrial Development District.

James E. Snow
City Clerk

Premier Tool and Die Cast Corporation
Industrial Development District
Facilities Exemption Certificate Request

NAME OF COMPANY: Premier Tool and Die Cast

ADDRESS: 415 Paul Street, Dowagiac, MI 49047

PROJECT: To invest in a new machinery and equipment to further the efficiency of the company to compete in a global economy.

EMPLOYEES: Creation of 20 jobs with Abatement Request

REQUEST: After a duly held public hearing on September 22, 2014 at 7:00 PM at the City Hall located at 241 S. Front Street, Dowagiac, MI 49047. Premier Tool and Die Cast Corporation respectfully requests the approval of the Facilities Exemption Certificate for a period of twelve (12) years.

CONTACT

Cynthia M. LaGrow
LaGrow Consulting
4981 Fikes Road
Coloma, MI 49038
(269)757-4433

PUBLIC NOTICE

The Dowagiac City Council will hold a public hearing on September 22, at 7:00 PM at the City Hall, for the purpose of considering an Industrial Development Facilities Exemption pursuant to Public Act 198 of 1975 for Premier Die Cast Co. Any comments on the hearing can be mailed or presented to the board by September 19, 2014 if you are unable to attend the meeting.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

Signature of Clerk

Date Received

1a. Company Name (Applicant must be the occupant/operator of the facility) Premier Tool and Die Cast

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 415 Paul Street, DOWAGIAC, MI 49047

1d. City/Township/Village (indicate which) DOWAGIAC

1e. County CASS

2. Type of Approval Requested
New (Sec. 2(4))

3a. School District where facility is located 3b. School Code DOWAGIAC

4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Premier Tool and Die Cast is a manufacturer of aluminum and zinc die cast parts for the automotive industry, medical equipment, composite, aerospace, heavy equipment industries.

6a. Cost of land and building improvements (excluding cost of land)

6b. Cost of machinery, equipment, furniture and fixtures

\$520,678

6c. Total Project Costs

* Attach list of improvements and associated costs.

* Also attach a copy of building permit if project has already begun.

* Attach itemized listing with month, day and year of beginning of installation, plus total

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the

certificate unless otherwise approved by the STC.

Real Property Improvements

Personal Property Improvements

March 1, 2014 to July 30, 2014

Personal Property is Owned

9. No. of existing jobs at this facility that will be retained as a result of this project. 60

10. No. of new jobs at this facility expected to create within 2 years of completion. 20 new jobs

12a. Check the type of District the facility is located in:

12b. Date district was established by local government unit (contact local unit) 12c. Is this application for a speculative building (Sec. 3(8))? NO

☐ Date received by Local Unit

To be completed by Clerk of Local Government Unit

APPLICANT INFORMATION

All must be completed.

☐ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of

Commitment to receive this exemption. Yes No

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

Industrial Development District Plant Rehabilitation District

Yes

☐ Application Number ☐ Date Received by STC

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted. It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cynthia LaGrow 13b. Telephone Number 269-757-4433 13c. Fax Number 269-468-4998

13d. E-mail Address lagrowdc@sbcglobal.net

14a. Name of Contact Person Marcus Lee 14b. Telephone Number 269-782-3030 14c. Fax Number 269-782-3030

14d. E-mail Address mlee@premier.com

☐ 15a. Name of Company Officer (No Authorized Agents) _____ MARCUS LEE

15b. Signature of Company Officer (No Authorized Agents) 15d. Date

☐ 15e. Mailing Address (Street, City, State, ZIP Code) 15f. Telephone Number 15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission.

Check items on file

at the Local Unit and those included with the submittal.

☐ 16. Action taken by local government unit 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

1. Original Application plus attachments, and one complete copy
2. Resolution establishing district
3. Resolution approving/denying application.
4. Letter of Agreement (Signed by local unit and applicant)
5. Affidavit of Fees (Signed by local unit and applicant)
6. Building Permit for real improvements if project has already begun
7. Equipment List with dates of beginning of installation
8. Form 3222 (if applicable)
9. Speculative building resolution and affidavits (if applicable)

Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

Denied (Include Resolution Denying)

After Completion Yes No

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

1. Notice to the public prior to hearing establishing a district.
2. Notice to taxing authorities of opportunity for a hearing.
3. List of taxing authorities notified for district and application action.
4. Lease Agreement showing applicants tax liability.

17. Name of Local Government Body ☐ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are

on file at the local unit for inspection at any time.

19a. Signature of Clerk 19b. Name of Clerk 19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number 19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31

each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission

Michigan Department of Treasury

P.O. Box 30471

Lansing, MI 48909-7971

LUCI Code Begin Date Real End Date Real End Date Personal

Real Property

Description of Improvement

Personal Property

Description of Equipment

SPINDLE FOR TC32B (B9)

- (3) Doosan Puma 2100 Y CNC Lathes with (3) chip conveyors and (3) Part presence detection systems
- (1) Doosan Lynx 220A Lathe with (1) Chip conveyor and (1) Part presence detection system

| Cost | Estimated Install Date |
|------|---------------------------|
|------|---------------------------|

| | |
|------------|---------------------------|
| Cost | Estimated Install Date |
| 12,528.00 | 3/1/2014 |
| 381,112.50 | |
| 127,037.50 | |
| 520,678.00 | |

RE: Agreement with City of Dowagiac

Dear Mr. Snow,

Premier Tool and Die Cast (the Company) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFEC) pursuant to Michigan Public Act 198, of 1974, as amended.

To encourage the granting of the IFEC and in recognition of the investment Premier Tool and Die Cast will be making toward the economic growth of the Company, and thus the economic growth of the municipality, I hereby agree on behalf of the Company to do the following:

1. No later than the 31st day of January immediately following the second, sixth, and final year after the December 31st effective date of the IFEC, the Company shall submit a letter to the municipality stating:
 - a. The number of new jobs stated as expected in the IFEC application within that two-year period and the actual number of new jobs created.
 - b. If IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
 - c. If projection for creation or retention of jobs is not reached or maintained as given in the application, give an explanation.
 - d. Brief statement of status of the Company: Describe growth, if any, since IFEC issuance and, if no growth, provide an explanation.

Second Year Only:

- e. The estimated project cost given in the application and the actual project cost.
- f. If actual project cost differs more than 10% from estimated cost stated in application, give an explanation. The Company understands that if employment has not been retained or reached as expected in the application, or the construction and/or expansion of the facility has not been completed, or expenditures made as described in the application, the governing body of the municipality in which the Company is located may review the status of the Company's IFEC as outlined in the final paragraph of this Letter of Agreement.

2. The Company also understands that should unavoidable economic conditions require relocation of its facility, the company shall immediately notify the municipality.

By signatures of the representatives of both the Company and the municipality below, it is understood by all parties that both the Company's investment in the project and the municipality's investment through the granting of an IFEC is to encourage the economic growth of all. It is also acknowledged that certain economic conditions can, from time to time, prohibit the maintenance of the Company's targeted growth and in order to remain productive and competitive, cause changes within the Company. If such conditions exist at the time of the required reports, the governing body of the local municipality will carefully evaluate the Company's situation through discussions with the Company. Should the governing body deem further consideration of the IFEC necessary, the governing body shall provide the Company no less than 60 days notification of this further consideration in order to provide opportunity for appropriate Company response.

WITNESS

Premier Tool and Die Cast

By _____
Title _____
Date _____

WITNESS

**ACKNOWLEDGED BY
City of Dowagiac**

By _____
Title _____
Date _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT DATES

I do swear and affirm by my signature below that the real and/or personal property project begin dates associated with the application for Industrial Facilities Tax Exemption under P.A. 198 of 1974, in the amount of \$520,678.00 New Equipment, Fixtures, filed with the City of Dowagiac, for a facility located in the City, are as follows:

Personal Property Project Begin
Date: March 1, 2014_____

Applicant Name:
Premier Tool and Die Cast _____
Signature _____
Printed Name ___Marcus Lee_____

Title _____Chief Financial Officer _____
Date _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Twp/Village CITY OF DOWAGIAC _____

Signed _____

Print Name _James Snow_____

Title _____ City Clerk_____

Dated _____

Applicant: Premier Tool and Die Cast_____

Signed _____

Print Name __Marcus Lee_____

Title _____ Chief Financial Officer_____

Dated _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 22, 2014

SUBJECT: Ameriwood IFT Application

We have received an application from Ameriwood to be considered for tax abatement for new equipment. In total, they are looking to invest an additional \$520,678.

City Council recently adopted a policy by which the amount of money invested, the total jobs created or retained, the local job component and the annual payroll would be taken into consideration when reviewing IFT applications. Ameriwood's application makes them eligible for a 12-year tax abatement. Years 7-12 of the abatement will require annual documentation that the original criterion continues to be met. This new investment will contribute approximately \$1,400 in new taxes for the City and an additional \$1,000 for other taxing entities per year.

State law requires three actions by Council on IFT applications; 1) call for a public hearing, 2) hold a public hearing, and 3) take action. The attached resolution calls for a public hearing to be held at the September 22, 2014 City Council meeting.

RECOMMENDATION

Authorize a resolution calling for a public hearing at the September 22, 2014 City Council meeting.

Support Documents:
Cover Memo-City Mgr.
Resolution
IFT Application

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, Ameriwood has made formal application for an Industrial Facilities Exemption Certificate, pursuant to new equipment at its manufacturing facility at 202 Spaulding Street in the City of Dowagiac, and;

WHEREAS, pursuant to P.A. 198 (1974) as amended, a public hearing is to be conducted by the local governmental unit in which the application facility is located, and;

WHEREAS, P.A. 198 requires that the Assessor for the City of Dowagiac and the legislative body of each unit levying ad valorem property taxes against the facility in question be notified of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby schedule a public hearing to be conducted on September 22, 2014 at 7:00 p.m. in the City Council Chambers for the purpose of hearing public comment on the application filed by Ameriwood for an Industrial Facilities Exemption Certificate for new equipment at its manufacturing facility at 202 Spaulding Street in the City of Dowagiac.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to send notices, by certified mail, of said public hearing to the following:

1. Ameriwood
2. City Assessor, City of Dowagiac
3. The County Board of Commissioners, County of Cass
4. The Board of Education, Dowagiac Union Schools
5. The Board of Trustees, Southwestern Michigan College
6. The Board of Education, Lewis Cass Intermediate School District
7. Dowagiac District Library

ADOPTED/REJECTED

RESOLUTION FOR APPLICATION OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR Ameriwood Furniture

Motion by _____, supported by _____
for the adoption of the following resolution.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on _____, by the Dowagiac City Council, a resolution established _____ Industrial Development District, as requested by Ameriwood Furniture; and

WHEREAS, Ameriwood Furniture has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements; and

WHEREAS, before acting on said application, the Dowagiac City Council held a hearing on Monday, _____ at the City Hall, 241 S. Front Street, Dowagiac at 7:00 PM. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of real property and installation of new machinery and equipment had not begun earlier than six (6) months before the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the real property and installation of equipment will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Dowagiac; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Dowagiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Dowagiac City Council that:

1. The City of Dowagiac finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Dowagiac, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Dowagiac.
2. The application of Ameriwood Furniture for an Industrial Facilities Exemption Certificate with respect to real property and new machinery and equipment on

the following described parcel of real property situated within the _____ Industrial Development District is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of _____ years after completion.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Dowagiac, Cass County, Michigan, at a regular meeting held on _____ for _____ Industrial Development District.

James E. Snow
City Clerk

Ameriwood Furniture
Industrial Development District
Facilities Exemption Certificate Request

NAME OF COMPANY: Ameriwood Furniture

ADDRESS: 202 Spaulding Street, Dowagiac, MI 49047

PROJECT: To invest in real property and installation of new machinery and equipment to further the efficiency of the company to compete in a global economy.

EMPLOYEES: Creation of 10 jobs with Abatement Request

REQUEST: After a duly held public hearing on September 22, 2014 at 7:00 PM at the City Hall located at 241 S. Front Street, Dowagiac, MI 49047. Ameriwood Furniture respectfully requests the approval of the Facilities Exemption Certificate for a period of twelve (12) years.

CONTACT
Cynthia M. LaGrow
LaGrow Consulting
4981 Fikes Road
Coloma, MI 49038
(269)757-4433

PUBLIC NOTICE

The Dowagiac City Council will hold a public hearing on September 22, at 7:00 PM at the City Hall, for the purpose of considering an Industrial Development Facilities Exemption pursuant to Public Act 198 of 1975 for Ameriwood. Any comments on the hearing can be mailed or presented to the board by September 19, 2014 if you are unable to attend the meeting.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

Signature of Clerk

Date Received

1a. Company Name (Applicant must be the occupant/operator of the facility) Ameriwood Furniture

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 202 Spaulding Street, DOWAGIAC, MI 49047

1d. City/Township/Village (indicate which) DOWAGIAC

1e. County CASS

2. Type of Approval Requested

New (Sec. 2(4

3a. School District where facility is located 3b. School Code DOWAGIAC

4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Ameriwood Furniture is a manufacturer of ready-to-assemble furniture.

6a. Cost of land and building improvements (excluding cost of land) \$130,000
6b. Cost of machinery, equipment, furniture and fixtures \$1,510,000
6c. Total Project Costs

* Attach list of improvements and associated costs.

* Also attach a copy of building permit if project has already begun.

* Attach itemized listing with month, day and year of beginning of installation, plus total

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

Real Property Improvements & Personal Property Improvements

June 1, 2014 to July 30, 2015

Personal Property is Owned

9. No. of existing jobs at this facility that will be retained as a result of this project. 110

10. No. of new jobs at this facility expected to create within 2 years of completion, 10 new jobs

12a. Check the type of District the facility is located in:

12b. Date district was established by local government unit (contact local unit)

12c. Is this application for a speculative building (Sec. 3(8))? NO

Date received by Local Unit

To be completed by Clerk of Local Government Unit

APPLICANT INFORMATION

All must be completed.

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. NO

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

- a. TV of Real Property (excluding land)
- b. TV of Personal Property (excluding inventory)
- c. Total TV

Industrial Development District Plant Rehabilitation District

Yes

Application Number Date Received by STC

APPLICANT CERTIFICATION - complete all.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted. It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cynthia LaGrow 13b. Telephone Number 269-757-4433 13c. Fax Number 269-468-4998
13d. E-mail Address lagrowdc@sbcglobal.net
14a. Name of Contact Person Jim Kimminau 14b. Telephone Number 1-636-745-3351 14c. Fax Number 269-782-3333
14d. E-mail Address jimk@ameriwood.com

15a. Name of Company Officer (No Authorized Agents) _____ Jim Kimminau

15b. Signature of Company Officer (No Authorized Agents)

15d. Date

15e. Mailing Address (Street, City, State, ZIP Code) 202 Spaulding Street, Dowagiac, MI 49047

15f. Telephone Number

15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission.

Check items on file

at the Local Unit and those included with the submittal.

16. Action taken by local government unit 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

1. Original Application plus attachments, and one complete copy
 2. Resolution establishing district
 3. Resolution approving/denying application.
 4. Letter of Agreement (Signed by local unit and applicant)
 5. Affidavit of Fees (Signed by local unit and applicant)
 6. Building Permit for real improvements if project has already begun
 7. Equipment List with dates of beginning of installation
 8. Form 3222 (if applicable)
 9. Speculative building resolution and affidavits (if applicable)
- Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)
Denied (Include Resolution Denying)

After Completion Yes No

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

1. Notice to the public prior to hearing establishing a district.

2. Notice to taxing authorities of opportunity for a hearing.
3. List of taxing authorities notified for district and application action.
4. Lease Agreement showing applicants tax liability.

17. Name of Local Government Body 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are

on file at the local unit for inspection at any time.

19a. Signature of Clerk 19b. Name of Clerk 19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number 19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31

each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

LUCI Code Begin Date Real End Date Real End Date Personal

| nature | Project | | For IFT | budget amount | amount requested | amount approved | amount spend | not used | remaining |
|--------|---|------------|---------------------|---------------|------------------|-----------------|--------------|----------|-----------|
| 19310 | electrical upgrate | \$ 155,000 | completed June 2014 | | \$ 154,880 | \$ 154,880 | \$ 150,820 | | \$ 4,060 |
| 19312 | comp room air cond | \$ 40,000 | in progress | | \$ 39,330 | \$ 39,330 | \$ 18,665 | | \$ 20,665 |
| | pole barn | \$ 60,000 | | | | | | | \$ - |
| | Holzma saw | \$ 500,000 | | | | | | | \$ - |
| | double sided bander | \$ 300,000 | | \$ 300,000 | | | | | \$ - |
| | CNC machine | \$ 75,000 | | \$ 75,000 | | | | | \$ - |
| | CNC machine | \$ 75,000 | | \$ 75,000 | | | | | \$ - |
| | doucet feeder | \$ 25,000 | | \$ 25,000 | | | | | \$ - |
| | auto part labeling | \$ 20,000 | | \$ 20,000 | | | | | \$ - |
| | misc automation | \$ 50,000 | | \$ 50,000 | | | | | \$ - |
| | visual verification drill | \$ 20,000 | | \$ 20,000 | | | | | \$ - |
| | fork lift - 2 | \$ 40,000 | | \$ 40,000 | | | | | \$ - |
| | dust system repairs & capacity increase | \$ 50,000 | | \$ 50,000 | | | | | \$ - |
| 19316 | roof repairs | \$ 40,000 | completed July 2014 | \$ 40,000 | \$ 36,005 | \$ 36,005 | \$ 11,502 | | \$ 24,503 |
| 19314 | parking lot | \$ 30,000 | completed June 2014 | \$ 30,000 | \$ 21,376 | \$ 21,376 | \$ 20,376 | \$ 1,000 | \$ - |
| | ventilation equipment to air compressor dryer | \$ 25,000 | | \$ 25,000 | | | | | \$ - |
| | railroad track repairs | \$ 20,000 | | \$ 20,000 | | | | | \$ - |
| | repair/patch/paint boiler stack | \$ 20,000 | | \$ 20,000 | | | | | \$ - |
| | plant air dryer | \$ 15,000 | | \$ 13,500 | | | | | \$ - |
| | steam heaters | \$ 10,000 | | \$ 10,000 | | | | | \$ - |
| 19315 | replace/repair fencing | \$ 10,000 | in progress | \$ 10,000 | \$ 5,150 | \$ 5,150 | \$ 2,075 | | \$ 3,075 |
| | exterior painting of dust collection | \$ 10,000 | | \$ 10,000 | | | | | \$ - |
| | video cameras | \$ 10,000 | | \$ 10,000 | | | | | \$ - |
| | sound enclosure for molder | \$ 10,000 | | \$ 6,000 | | | | | \$ - |
| | attendance system | \$ 25,000 | | \$ 25,000 | | | | | \$ - |
| | bearing puller | \$ 5,000 | | \$ 5,000 | | | | | \$ - |

\$ 1,640,000

\$ 879,500 \$ 256,741

\$ 256,741 \$ 203,438

\$ 52,303

RE: Agreement with City of Dowagiac

Dear Mr. Snow,

Ameriwood Furniture (the Company) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFEC) pursuant to Michigan Public Act 198, of 1974, as amended.

To encourage the granting of the IFEC and in recognition of the investment Ameriwood Furniture will be making toward the economic growth of the Company, and thus the economic growth of the municipality, I hereby agree on behalf of the Company to do the following:

1. No later than the 31st day of January immediately following the second, sixth, and final year after the December 31st effective date of the IFEC, the Company shall submit a letter to the municipality stating:
 - a. The number of new jobs stated as expected in the IFEC application within that two-year period and the actual number of new jobs created.
 - b. If IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
 - c. If projection for creation or retention of jobs is not reached or maintained as given in the application, give an explanation.
 - d. Brief statement of status of the Company: Describe growth, if any, since IFEC issuance and, if no growth, provide an explanation.

Second Year Only:

- e. The estimated project cost given in the application and the actual project cost.
- f. If actual project cost differs more than 10% from estimated cost stated in application, give an explanation. The Company understands that if employment has not been retained or reached as expected in the application, or the construction and/or expansion of the facility has not been completed, or expenditures made as described in the application, the governing body of the municipality in which the Company is located may review the status of the Company's IFEC as outlined in the final paragraph of this Letter of Agreement.

2. The Company also understands that should unavoidable economic conditions require relocation of its facility, the company shall immediately notify the municipality.

By signatures of the representatives of both the Company and the municipality below, it is understood by all parties that both the Company's investment in the project and the municipality's investment through the granting of an IFEC is to encourage the economic growth of all. It is also acknowledged that certain economic conditions can, from time to time, prohibit the maintenance of the Company's targeted growth and in order to remain productive and competitive, cause changes within the Company. If such conditions exist at the time of the required reports, the governing body of the local municipality will carefully evaluate the Company's situation through discussions with the Company. Should the governing body deem further consideration of the IFEC necessary, the governing body shall provide the Company no less than 60 days notification of this further consideration in order to provide opportunity for appropriate Company response.

WITNESS

Ameriwood Furniture

By _____
Title _____
Date _____

WITNESS

ACKNOWLEDGED BY
City of Dowagiac

By _____
Title _____
Date _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT DATES

I do swear and affirm by my signature below that the real and/or personal property project begin dates associated with the application for Industrial Facilities Tax Exemption under P.A. 198 of 1974, in the amount of \$130,000 for Real Property, and 1,510,000 New Equipment, Fixtures, filed with the City of Dowagiac, for a facility located in the City, are as follows:

Personal Property Project Begin
Date: June 1, 2014_____

Applicant Name:
Ameriwood Furniture_____

Signature _____

Printed Name ___Jim Kimminau_____

Title _____Chief Financial Officer _____

Date _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Twp/Village CITY OF DOWAGIAC _____

Signed _____

Print Name _James Snow_____

Title _____ City Clerk_____

Dated _____

Applicant: Ameriwood Furniture _____

Signed _____

Print Name _Jim Kimminau_____

Title _____ Chief Financial Officer_____

Dated _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE:

SUBJECT: Police Officers Labor Council – Patrol Collective Bargaining Agreement

Two resolutions are on Monday's agenda for the purpose of approving collective bargaining agreements between the City of Dowagiac and the Police Officers Labor Council (POLC), both Sergeant and Patrol Officers units. Negotiations have been ongoing since June, with the current agreement expiring September 30, 2014.

The major terms of the proposed agreements are summarized as follows:

- Term: Three year agreement begins October 1, 2014 and runs through September 30, 2017.
- Retirement:
- Service Weapon:
- Wages: increases will be as follows:

| | |
|--------|------|
| Year 1 | 2.0% |
| Year 2 | 2.0% |
| Year 3 | 2.0% |
- .

The Sergeants union ratified terms of the proposed agreement on Thursday, July 31, 2014. The Patrol union ratified terms of the proposed agreement on _____. Under the State collective bargaining law, the contract must now be considered by City Council.

RECOMMENDATION

Approve resolution for the purpose of approving the collective bargaining agreements between the City of Dowagiac and members of the Police Officers labor Council Patrol Officers unit.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____.

WHEREAS, through the process of collective bargaining, the City Administration and members of the Police Officers Labor Council, Sergeants Division and Patrol Division, representing unionized Police Department workers, have agreed to terms for the adoption and implementation of new three-year employment agreements covering the period of October 1, 2014 through September 30, 2017, and;

WHEREAS, the complete terms and conditions of the employment agreements as developed were formally ratified by vote of the full membership of the bargaining unit representing Police Sergeant on July 31, 2014, and the Patrol Division employees on August 22 and;

WHEREAS, the City Administration, having negotiated the terms and conditions of the employment agreements as set forth in the complete copies attached, does now recommend their formal adoption and approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby adopt and approve the following three-year employment agreements:

- Police Department Patrol Division employees, for the period October 1, 2014 through September 30, 2017, as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.
- Police Department Sergeants Division employees, for the period October 1, 2014 through September 30, 2017, as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.

BE IT FURTHER RESOLVED that the Mayor and City Manager of the City of Dowagiac be authorized and directed to act as signators for the execution of same.

ADOPTED/REJECTED

COLLECTIVE BARGAINING AGREEMENT

(Patrol Officers)

Between:

The City of Dowagiac
and
Police Officers Labor Council

October 1, 2014 through September 30, 2017

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AGREEMENT

THIS AGREEMENT, made and entered into the ___ day of _____, 2014 by and between the CITY OF DOWAGIAC, hereinafter referred to as the "CITY", and THE POLICE OFFICERS LABOR COUNCIL—DOWAGIAC PATROL OFFICERS UNIT, hereinafter referred to as the "UNION".

ARTICLE 1 - PURPOSE AND INTENT

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

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

ARTICLE 2 – RECOGNITION

Section 1. Recognition.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the CITY hereby recognizes the UNION as the sole and exclusive Collective Bargaining Agency for all patrol officers employed by the City of Dowagiac Police Department, but excluding confidential employees, auxiliary policemen, part-time employees regularly scheduled to work less than twenty (20) hours per week, Sergeants and other supervisors. In addition, the parties hereto agree that, pursuant to this section, all recognized employees shall be covered by and subject to all applicable provisions of Act 312 of the Public Acts of 1969, as amended.

Section 2. City's Rights.

The UNION recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Police

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

Section 3. Non-Discrimination Clause.

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

Section 4. Union Activity During Working Hours.

The UNION agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. A representative of the International Union may consult with the stewards of the local Union at the offices of the Police Department, provided that permission is granted in advance by the Public Safety Director or Deputy Chief as his designee. Permission should not be denied unless the Public Safety Director or Deputy Chief as his designee determines that the visitation will result in a significant interference with the employees' work requirements. Additionally, the representative may conduct a Union meeting in the staff room at the Police Department at a date and time approved in advance by the Public Safety Director or Deputy Chief as his designee. Unless otherwise agreed, such meetings shall not exceed one (1) hour in duration, and shall not be held more frequently than once each month. During such meetings, employees on duty shall continue to provide essential services as directed by the Public Safety Director or Deputy Chief as his designee.

Section 5. Union Representation.

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

The CITY recognizes a Union Committee for the purpose of Collective Bargaining, special conferences and the processing of grievances as set forth in this Agreement. Employees engaged

in such meetings shall suffer no loss of pay for time necessarily lost from their regularly-scheduled working hours, provided that the requests for time off to attend such meetings have been approved by the Public Safety Director or Deputy Chief as his designee. The CITY shall schedule such meetings at a date and time which minimizes the loss of manpower to the Department. The Union Committee shall consist of two (2) members of the Union who are a part of the Bargaining Unit and may include One (1) representative from the International Union.

ARTICLE 3 - UNION SECURITY AND CHECK OFF

Section 1. Union Security.

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

Section 2. Dues Check-Off.

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

Section 3. Indemnity Provision.

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

ARTICLE 4 - NO STRIKE CLAUSE

Section 1. No Strike Clause.

The parties recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The UNION, therefore, agrees that it shall not institute, encourage or condone any interruption of the services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or part from the full, faithful and proper performance of the duties of their employment. The UNION further agrees that it shall not initiate, encourage or condone any strike, sit-down, stay-in, call-in, stoppage of work or any act or acts that interfere in any manner or any degree with the service of the Department.

Section 2. Strikes by Individuals.

Individual employees or groups of employees' who instigate, aid or engage in a work stoppage, slow-down or other unlawful activity as defined in Section 1. herein, may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such proscribed activity may be resolved through the grievance procedure.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition.

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

Section 2. Grievance Procedure.

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

FIRST STEP. In order to be processed hereunder, an employee who believes he\she has a grievance shall, within three (3) days of the grievant having knowledge of the occurrence of the

event upon which the grievance is based, or within three (3) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, submit the grievance in writing to the Public Safety Director. The grievance shall state the facts upon which it is based, when it occurred and shall be signed by the employee who is filing the grievance and his/her steward. The Public Safety Director will give his written answer to the grievance within three (3) days after the date of receipt of the written grievance. Such answer shall be delivered to the UNION steward or his/her designee.

SECOND STEP. When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the UNION shall notify the City Manager in writing of its desire to appeal within three (3) days after receipt of the Public Safety Director's First Step answer. Upon written request, the City Manager or his designee shall meet with the employee members of the UNION's Committee within five (5) days after receipt by the City Manager of the appeal to the Second Step of the Grievance Procedure. Within (5) days of such meeting, or if no meeting is requested within five (5) days of receipt of the appeal to the Second Step of the Grievance Procedure, the City Manager shall give a written answer to the grievance to the steward or his/her designee.

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

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

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

Section 3. Time Limits.

Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered to be withdrawn. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure, except that nothing contained herein shall automatically submit a grievance to arbitration pursuant to the Fourth Step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing.

For the purpose of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as a holiday under this Agreement.

Section 4. City Records.

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

ARTICLE 6 - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension.

The employer will not, without just cause, suspend or discharge a non-probationary employee. Nothing herein contained shall, however, be construed or interpreted so as to limit or abrogate the continued right of the employer to discharge a probationary employee without cause; provided, however, that no such discharge shall be on the basis of an employee's race, color, creed, religion, age, gender, national origin, handicap, or other discriminatory basis not permitted by the laws and Constitution of the State of Michigan, and the United States. Such action shall be subject to review under the Grievance Procedure provided a grievance is timely filed. In the event an

employee in the Bargaining Unit shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he\she believes he\she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance signed by the employee with respect thereto is presented to the City Manager within two (2) days after such discharge, or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the Grievance Procedure. In the event of suspension or discharge, the employee shall be orally advised and, within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), be provided by the CITY with a brief and concise statement of the reasons for the CITY'S action.

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

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

Section 2. Release of Information.

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

Section 3. Compensation.

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

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

ARTICLE 7 - SPECIAL CONFERENCES

Section 1. Agenda.

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

Section 2. Meetings.

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

ARTICLE 8 – SENIORITY

Section 1. Probationary Period.

A new employee shall work under the provisions of this Agreement, but shall be employed on a one (1) year trial probationary basis. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period, the new

employee may be terminated without recourse to the Grievance Procedure, provided that the discharge is not for the purpose of discriminating against the employee because of his/her Union membership. In the case of a discharge within the above-mentioned probationary period, the CITY shall notify the steward in writing of such action. Upon completion of the probationary period, the name of the new employee will be added to the seniority list as of his/her last hiring date.

Section 2. Seniority List.

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

Section 3. Termination of Seniority.

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

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

as provided by law.

Section 4. Layoff and Recall.

When there is such a reduction in the work force, the following procedure shall be followed: Probationary and part-time employees shall be laid off first, provided the employees with seniority retained can perform the available work.

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

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

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

Section 5. New Job Classifications.

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

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

Section 6. Promotions.

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

B. Job vacancies for promotion to the Sergeant's position will be posted for a period of ten (10) calendar days, setting forth the requirements of the Sergeant's job position on the bulletin

board. Employees interested shall apply to the Public Safety Director, in writing, within those ten (10) calendar days of the posting period; provided, however, that only those individuals with two (2) years seniority as a patrolman within the Department shall be eligible for promotion to the Sergeant's position.

C. All employees seeking promotion to a vacancy in the position of Sergeant will take a written examination. The passing grade on the written examination shall be seventy (70%) percent, and the failure of an applicant to obtain a score of at least seventy (70%) percent shall disqualify him\her from further consideration for promotion to the Sergeant's position until the next examination is offered.

D. All employees applying for vacancy to the position of Sergeant, who score seventy (70%) percent or above on the written examination may then appear before an oral board which shall consist of the Public Safety Director, Deputy Chief of Police, and a third individual, selected by the City Manager, who shall not be currently employed by the City or its Police Department and who shall be skilled and knowledgeable in law enforcement management and command. In the event of multiple applicants receiving passing grades on the written exam, this Board shall conduct interviews with each prospective applicant and, based upon that interview, shall assign a numerical score to each interviewee based upon a scale of one (1) to one hundred (100).

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

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

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

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

G. All vacancies to the position of Sergeant shall be filled by the Public Safety Director's appointment to such position of either, an individual who was in the top three (3) of the eligibility roster on the date of the appointment, or in the event that following the period in which all interested applicants have exhausted their right and abilities to test for inclusion on the eligibility roster, said eligibility roster shall consist of zero (0) pre-qualified candidates; the employer may choose, at its sole discretion, to fill the vacancy to the position of Sergeant from outside the ranks of existing, bargaining-unit employees. If a potential internal applicant is rendered ineligible for a promotional opportunity because of the 2-year seniority provision of Article 8; Section 6, B, herein, but has two (2) years or more of service as a certified police patrol officer, he/she shall be allowed to test for inclusion on the eligibility roster prior to hiring from the outside. Hiring from outside the bargaining unit shall be subject to review under the grievance procedure provided a grievance is timely filed. The list of the top three (3) on the eligibility roster shall be revised after each such appointment, and opportunities for re-testing of employees must be pursued prior to the next available appointment following the appointment to the position of Sergeant from outside the ranks of existing employees. The list of the top three (3) on the eligibility roster shall then be revised after each such appointment.

H. All individuals so promoted to the rank of Sergeant shall be on a trial probationary period in said new position for a period of one (1) year. During such probationary period, he/she may be removed from the classification and returned to his/her original position within the Department if, in the Public Safety Director's judgment, he/she is unable to satisfactorily perform the requirements of the Sergeant's position, or upon the request of such employee. If an individual so demoted shall request reasons for such demotion within forty-eight (48) hours (including Saturdays, Sundays or holidays) following same, the Public Safety Director shall provide such reasons in writing to said employee; provided, however, that neither the demotion of such probationary employee, nor the

reasons therefore, shall be subject to the Grievance Procedure.

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

Section 7. Temporary Transfers.

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

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

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

Director or Deputy Chief as his designee, holding such seniority being qualified.

Section 8. Promotions Outside Bargaining Unit.

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

ARTICLE 9 - LEAVES OF ABSENCE

Section 1. Personal Leave of Absence.

(a) Any employee desiring a personal leave of absence from the CITY beyond the scope of the Family and Medical Leave Act, shall secure written permission from the City Manager. Such requests shall be individually reviewed, but not unreasonably denied.

(b) The maximum leave of absence for employees not "eligible" under the terms of any other leave shall be for thirty (30) days, but may be extended for equal periods only upon written permission of the City Manager, provided that he has granted the same prior to the 25th day of such prior leave.

(c) During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Failure to return from leave of absence due to inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. Sick Leave of Absence.

An employee who, because of illness or accident, which is non-compensable under Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without

pay and without loss of seniority for a period of not to exceed one (1) year which period shall be inclusive of 12 weeks of FMLA leave for "eligible" employees, provided: 1) he/she promptly notifies the Employer of the necessity therefore, and 2) he/she supplies the Employer with a certificate from a licensed medical doctor confirming the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may extend the leave for up to an additional 52-week period if the employee provides proof from a licensed medical doctor of the necessity therefore.

During such period of a disability leave which extends beyond the eligible FMLA leave, the employee will use up his/her vacation and sick leave bank, if not yet exhausted. After exhaustion of such sick leave bank and vacation benefits, an employee, upon request, shall be permitted to continue to carry on group health and life insurance, and pension benefits as are herein provided at employee's own expense.

Section 3. Family and Medical Leave of Absence.

(a) All members of the collective bargaining unit shall be entitled to leaves of absence consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993 and any amendments thereto and subsequent administrative policies enacted to implement and/or interpret same.

(b) An employee taking leave pursuant to the provisions of the Family Medical Leave Act shall, on request, be permitted to utilize personal days and accumulated vacation time in order to receive compensation for periods of absence due to family medical leave. The City further agrees that employees shall be permitted to, upon request, utilize accumulated sick leave in order to receive compensation for periods of absence due to family medical leave; provided, however, that utilization of sick leave for such purposes shall not be permitted until the employee has first exhausted all his/her personal days and accumulated vacation leave benefits. In the event that further benefits shall accrue during any such personal medical leave, the same shall be again required to be utilized and exhausted before receiving further sick leave benefits.

(c) No female officer then pregnant shall continue to work past her seventh month of

gestation unless certified by her primary treating physician as capable of performing all duties normally associated with her job assignment, in which event employment may continue until commencement of the employee's ninth month of gestation. Following birth, the employee may continue to utilize accumulated sick leave benefits for a period of six (6) weeks following which continued absence from work shall be deemed Family Medical Leave unless her treating physician shall certify that the employee is medically unable to return to her normal duties.

Section 4. Funeral Leave of Absence With Pay.

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

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

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

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

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

Section 5. Leave of Absence For Union Business.

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

ARTICLE 10 - WAGES

Section 1. Salary Schedule.

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

Section 2. Overtime.

Overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all assigned work performed beyond the regular twelve (12) hour shift or the eighty (80) hour pay period. Employee's regular hourly rate of pay shall be determined by dividing his\her annual salary by 2,080. There shall be no pyramiding of overtime.

Section 3. Call-in Pay.

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

(a) Transport Call-In. When it shall become necessary to transport prisoners to the Cass County Jail or other locations outside the CITY, every reasonable effort shall be made to secure such transport from the Cass County Sheriff's Department or other available law enforcement agencies. When alternate transport cannot be arranged, and must be provided by duty officer(s),

and when such officer's absence from the CITY would reduce available manpower to one certified officer, the command officer may call in another officer for the purpose of maintaining two certified officers on duty within the CITY during the period of such transport. When call-in shall occur for this purpose, the officer so called in shall be guaranteed a minimum of two (2) hours of work at 1-1/2 times his\her regular hourly pay, or for the period of call-in whichever is greater; provided, however, that when an employee is called in at a time which transitions into, and becomes concurrent with, the employee's scheduled shift, the employee shall receive two (2) hours pay at time and one-half (1-1/2) for the first two (2) hours he\she is present.

Section 4. Court Appearances.

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

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

Juvenile-related, Probate Court appearances and hearings, as well as Civil proceedings resulting from the employees sanctioned actions while on duty, scheduled on an employees own time shall be accumulated at time and one-half (1 1/2) the employees regular rate of pay for a minimum of two (2) hours or time and one-half (1 1/2) for all hours spent at Probate Court, whichever is greater.

In the event an off-duty officer is scheduled for a court appearance, during such off-duty hours, and the appearance is subsequently cancelled, with the cancellation occurring at a time subsequent to, or following, the receipt of an affirmative acknowledgement of such appearance at the five o'clock p.m. update on the day prior to the scheduled appearance, then such off-duty officer shall be compensated in a manner consistent with the appropriate Court appearance provision provided for and described in the first paragraph of this section.

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

Section 5. Training Sessions or Departmental Meetings.

Employees may be required to attend department meetings or training sessions. Training sessions shall be paid at the rate of one and one-half (1-1/2) times the rate of the employee's regular hourly rate of pay if they result in the employee working more than 80 hours per pay period.

Section 6. Temporary Classification Transfers.

When for the convenience of the CITY, the Sergeant's job classification is filled by a patrol(wo)man, with two (2) years of seniority or greater, for a period of four (4) continuous hours or more, the patrol(wo)man performing the duties of Sergeant during said period shall receive the hourly rate of the Sergeant's (starting) job classification for all hours so worked. If a patrol(wo)man with less than two (2) years seniority shall fill the Sergeant's job classification for a period of four (4) continuous hours or more, he/she shall receive the hourly rate for the highest patrol(wo)man classification for all hours so worked. In all other instances when an employee is temporarily transferred for the convenience of the CITY to another classification, he/she shall receive his/her regular hourly rate unless such temporary transfer shall be for a period of four (4) consecutive working hours or more, in which event he/she shall receive the hourly rate of the classification to which he/she is assigned for all hours worked in such temporary capacity or his/her regular hourly rate, whichever is higher.

Section 7. Supplemental Paid Workers' Compensation.

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

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

Section 8. Payment of Second Shift.

The CITY agrees that, as a matter of standard operating procedure, it shall attempt to provide paychecks to employees working the 7:00 p.m. shift to 7:00 a.m. shift on Thursdays to said employees at the time they present themselves for duty.

Section 9. Bi-weekly Pay.

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

ARTICLE 11 - HOURS OF WORK

Section 1. Hours of Work.

The regular shift hours are as follows:

Shift #1 - 7:00 a.m. to 7:00 p.m.

Shift #2 - 7:00 p.m. to 7:00 a.m.

Shift #3 - Hours as described in Letter of Understanding of Appendix "B" reference "Relief" Officer Hours.

Except as provided below, the above shifts shall be used as a matter of standard operating procedure for the Department, unless the Public Safety Director determines that emergency conditions exist which require alterations in the schedule. If the shift hours are changed, the matter shall be the basis for a special conference upon request of either party as set forth in Article 7 herein. The Department shall notify an employee of a contemplated shift change as soon as

reasonably possible after the reasons therefore become known.

The parties agree that the Employer may use staggered shifts to assist with the Employer to run a more efficient and/or economical department. The staggering of these hours shall not be more than one (1) hour from the regular shift hours.

Section 2. Training Sessions.

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

Section 3. Trading Time.

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

Section 4. Shift Preference.

During December of each year, employees shall be given an opportunity to express their shift preference. During the first two weeks of the following January, employees will be assigned to their desired shifts in accordance with seniority within classification, provided that in the judgment of the Public Safety Director such assignment will not adversely affect the operation of the Department.

During the course of the year, the Public Safety Director shall have the right to alter shift assignments for such periods as he deems necessary in order to train new personnel or otherwise satisfy the needs of the Department.

ARTICLE 12 - VACATIONS

Section 1. Eligibility and Allowance.

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

will be the first of that month; if hired the 16th through the last of the month, the base date will be the first of the next month. Each full-time employee, hired prior to October 1, 1987, shall earn vacation leave at a rate consistent with the following schedule:

| <u>SENIORITY</u> | <u>VACATION EARNED</u> |
|---------------------------------|---|
| 1 year but less than 2 years | 3.34 hours for each completed month of employment. |
| 2 years but less than 5 years | 6.67 hours for each completed month of employment. |
| 5 years but less than 10 years | 10 hours for each completed month of employment. |
| 10 years but less than 15 years | 13.34 hours for each completed month of employment. |
| 15 years but less than 16 years | 14 hours for each completed month of employment. |
| 16 years but less than 20 years | 14.67 hours for each completed month of employment. |
| More than 20 years | 16.67 hours for each completed month of employment. |

Section 2. Scheduling.

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

A vacation schedule shall be posted by January 1st of each calendar year. Selection of

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

The Public Safety Director shall determine the number of employees that may be off duty during any particular vacation period. However, under normal circumstances, two (2) departmental employees from different classifications shall be allowed off duty during any one vacation period. Any patrol(wo)man who is assigned the duties of detective or "Community Police Officer", shall be, and is, for all purposes under this Agreement, (including specifically vacation scheduling) classified as a patrol(wo)man. The Public Safety Director, at his discretion, may allow three (3) members of the Bargaining Unit to be off on vacation at a time; provided, however, that the Director's failure to allow three (3) members of the Bargaining Unit to be off on vacation at one time shall not be subject to the Grievance Procedure. At the request of either party, a special conference may be called at any time to discuss matters involving vacation scheduling.

Section 3. Vacation Accumulation.

Employees may accumulate vacation time and carry from one vacation year to the next a maximum amount equal to one hundred sixty (160) hours. Any excess vacation time beyond this ceiling must be scheduled in the vacation year or the employee shall be compensated at the employee's rate of pay as of September 30th of the current year, for all vacation time accumulated in excess of one hundred sixty (160) hours. Furthermore, an employee shall have the option of receiving payment in lieu of vacation for all accumulated vacation time by written request to the Chief of Police. Upon such request, the CITY shall make payment in lieu of vacation, to the employee requesting same, within three (3) weeks thereafter.

ARTICLE 13 - HOLIDAYS

Section 1. Holidays.

The following days are designated as holidays under this Agreement:

New Year's Day

Thanksgiving Day

President's Day
Good Friday
Memorial Day
Independence Day
(4th of July)
Labor Day

1/2 Day Christmas Eve
Christmas Day
1/2 Day New Year's Eve
Employee's Birthday (Floating)

Section 2. Holiday Pay.

Employees regularly assigned to a seven (7) day operation shall celebrate holidays on the actual day of the holiday except Memorial Day and Labor Day, which shall be celebrated on the day such holidays are observed by the City generally. Employees scheduled to work on a holiday and who are required to work, shall receive, in addition to their regular pay, one and one-half (1-1/2) times their regular straight-time hourly-rate of pay for each hour actually worked on the holiday to a maximum of six (6) hours for a half-day holiday, but without limitation for a full-day holiday. Employees working Easter Sunday shall be compensated, in addition to their regular pay, two times their regular straight-time hourly rate of pay for hours actually worked on the holiday. No holiday pay shall be paid to employees not working on Easter Sunday.

Section 3. Eligibility.

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

ARTICLE 14 - RETIREMENT

Section 1. Retirement Eligibility.

Normal retirement shall be as specified under the current Michigan Municipal Employee's Retirement System requirements in effect at the time of retirement for bargaining unit members.

Section 2. Medical Insurance For Retirees.

An employee, with a hire date prior to December 31, 1997, retiring from active employment with the City as an eligible member of the MERS retirement Plan, (other than an employee retiring by virtue of disability) may elect to continue medical insurance coverage upon retirement under the CITY'S Group Health Insurance Plan as provided in Article 15, Section 2 hereof, the CITY agrees that it shall reimburse any such employee in an amount equal to one-half (1/2) of: The premium cost charged in connection therewith (subject to the terms and conditions designated (a) through (g) hereunder); Or,

(a) In the event the retiree fails to notify the City and formally request, in writing, within forty-five (45) calendar days following the effective commencement of his/her retirement to elect such health insurance continuation option, he/she shall lose and relinquish any further eligibility to make such election and the City's responsibility to offer and provide such option, shall cease.

(b) That the CITY'S responsibility for reimbursement shall be limited to one-half (1/2) the amount of premium attributable to the employee only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;

(c) That the CITY shall have no obligation with respect to payment of any portion of medical insurance premiums respecting any employee retiring by virtue of disability and who does not meet the age and service requirements set forth in Section 1 above;

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

(e) That the CITY shall limit the maximum total reimbursement to be paid to any retiree under the terms of this section, to \$275.00 per month until such time as the employee becomes Medicare eligible. At such time, the reimbursement shall revert back to the \$200.00.

(f) In the event the retiree shall "retire-early" under the terms of the Michigan Employees

Retirement System (MERS) coverage provided, then the ability of the retiree to be eligible for reimbursement, and the obligation of the City to reimburse a portion of the costs therefore, shall not become effective until the date said retiree reaches MERS qualifying age.

(g) The CITY retains the right to amend the Group Health Insurance Plan and make changes in the carriers and provisions, including applicable premiums and co-pays of this program when deemed necessary or advisable.

An employee, with a hire date after January 1, 1998, retiring from active employment with the City as an eligible member of the MERS Retirement Plan, shall participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical insurance. Funds from the program may be used to purchase health insurance from the provider of the employee's choice or other medical expense as defined in Section 213(d) of the Internal Revenue Code. The City shall contribute \$38 per month to the program during employment.

Section 3. Michigan Municipal Employee's Retirement System.

Effective October 1, 2003, the employer, at its' expense, shall provide the Michigan Municipal Employees Retirement System (M.E.R.S.) for patrol(wo)men as follows: Benefit Program "B-4" (FAC 5); All employees shall continue to contribute an amount equal to 8.65% of gross compensation received which shall be deducted by the City from employee's paychecks. Normal retirement age for Patrol(wo)men shall be fifty (50) years with twenty-five (25) years of credited service or fifty-five (55) years with twenty (20) years of credited service.

Effective October 1, 2009, the employer, at its' expense, shall provide a Cost of Living Adjustment (Benefit E-2) for patrol(wo)men.

Employees hired after October 1, 2011 shall be placed on a retirement plan that caps the annual employer contributions at ten percent (10%) of base salary. The parties agree that a MERS Hybrid plan with a 1.5% multiplier will be established. It is understood that the final terms of the retirement plan may not be completed by October 1, 2011, but both parties agree to finalize the terms via a memo of understanding no later than May 2012.

The MERS system is the exclusive retirement benefit provided for employees.

Section 4. Service Weapon.

An Employee who has achieved the conditions required for normal retirement as defined in the section above of the Defined Benefit Plan and in the section above under the Hybrid Plan, and who has retired in good standing with the Employer, shall be presented with their service weapon from the City at the time of their retirement, at no cost to the employee.

ARTICLE 15 - INSURANCE

Section 1. Life Insurance.

The CITY agrees to provide full-time regular employees life insurance with accidental life and dismemberment protection after thirty (30) calendar days of employment in an amount equal to two (2) times the employee's base salary, with double indemnity for accidental death. The CITY reserves the right to substitute another carrier for the insurance coverage provided the fundamental provisions of the coverage are not changed.

Section 2. Health Insurance.

Both parties acknowledge that cost sharing for health insurance shall be consistent with applicable state law, at either the "hard cap" amount set by the State Treasurer or the 80/20 rule as defined by the State, in whichever method results in the lowest cost to the employee. The parties agree to meet annually to review and discuss health insurance renewal.

The Employer may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. The City will provide two (2) options for health insurance for all regular full-time employees.

If mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of insurance benefit coverage with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits approximately equivalent to those currently provided. Any substitute coverage shall become fully effective concurrent with or preceding the cancellation of pre-existing, employer-provided health care coverage. The Employer will pay the full premium cost, consistent with state law, for the employee, the employee's spouse, and dependent children up to the age of twenty-six

(26). Participation in this plan requires properly signed application forms by each employee. The precise effective date of coverage for the enrollment of new employees shall be the 91st day following employment with the City.

Each regular, full-time employee shall be enrolled in the health care, including dental, coverage plan provided by the City and shall receive like access and benefits thereunder. However, in the event an employee, through coverage as a member and not a subscriber, is covered by a plan or plans other than that provided by the City and opts to withdraw from enrollment in the City-provided coverage; he/she shall then receive a yearly lump-sum cash payment in lieu of such health benefits (health/dental/vision) equal to the following: Single rate \$2500.00; Two-person rate \$3815.00; Family rate \$4500.00. Said payment shall be subject to standard withholding taxes and payable by no later than January 31st of each year, covering the preceding calendar year. If an employee was employed for a period less than the full twelve-month calendar year, the health care payment will be calculated on a pro-rated basis covering actual time employed. Employees must choose to opt out of City-provided health and dental coverage in writing, prior to December 1st of the year preceding the calendar year for which the payment is to be made, in order to remain eligible for such payment. Employees who opt out of such coverage must do so for a minimum of one calendar year, unless the subscriber to such alternate plan ceases to be covered resulting in the loss of "member" coverage to the employee, at which time the employer shall, upon written notice, enroll and/or return the affected employee to City-provided, full coverage for him/herself, spouse and dependent children, if any, beginning with the first of the month immediately following receipt of notice of such status change, without penalty except that he/she will no longer remain eligible for any payment in lieu of coverage for said year.

(a) The CITY retains the right to amend the Group Health Insurance Plan and make changes in the carriers and provisions, including applicable premiums and co-pays of this program when deemed necessary or advisable.

Section 3. Workers' Compensation.

The CITY shall provide Workers' Compensation protection for all employees as provided

under the Michigan Workers' Compensation Act in effect on the date of the signing of this Agreement.

Section 4. Dental Insurance.

The City shall provide a Basic Dental Plan; the dental plan shall consist of 50/50 coverage for Classes I - IV with a \$1,000 maximum per year for Classes I through III, and a \$1,000 maximum/lifetime for Class IV for each regular full-time employee, and such employee's spouse, and dependent children, to the end of the year in which said children attain their twenty-sixth birthday. If mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of dental insurance benefits with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those currently provided. Any substitute coverage shall become fully effective concurrent with or preceding the cancellation of pre-existing employer-provided dental care coverage.

Section 5. Vision Exam Coverage.

The City will provide a vision insurance plan designated as Vision Service Plan for each regular full-time employee, and such employee's spouse, and dependent children, to the end of the year in which said children attain their twenty-sixth birthday. Such coverage will consist of one annual vision exam a year per covered employee/dependent with a \$5.00 co-payment per exam. However, if mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of vision insurance benefits with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those provided under the Vision Service Plan package. Any substitute coverage shall become fully-effective concurrent with or preceding the cancellation of pre-existing employer-provided vision care coverage.

Section 6. Disability Insurance

Effective October 1, 1996, the employer shall provide a program, of either "short" or "long-term" Disability Insurance, with limits and benefits approved by both parties hereto, which shall cost

the employer no greater than 0.38% of the total, then-existing yearly, base-payroll cost of clerk/dispatchers, patrol(wo)men, and sergeants. Such calculation (yearly, base-payroll) shall include only the scheduled, non-overtime wages of the bargaining-unit positions so- identified--no other fringe benefit or payroll cost shall be included.

ARTICLE 16 - SICK LEAVE

Section 1. Sick Leave Accumulation.

Probationary employees serving their initial probation period with the employer are not entitled to utilize sick leave. At the completion of the probationary year, an employee's sick leave bank will be credited with six (6) eight-hour sick days. Thereafter, employees shall accumulate sick leave at the rate of eight (8) hours per month. For purposes of sick leave accumulation, it is hereby agreed that an employee must have received compensation from the City, excluding unemployment and workers compensation, during that month in order to accumulate sick leave for that period. However, employees taking unpaid leave, under the terms of the Family and Medical Leave Act, for a period less than or equal to one month, shall continue to accumulate such leave for such period.

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

In the event that an employee dies or retires under the terms of "normal retirement" as defined in Article 14, Section 2, herein, he\she or his\her estate shall be paid for (80%) of the total accrued sick leave accumulated by same during the course of their employment at the employee's pay rate at the time of termination of employment, to a maximum of 120 eight-hour days. For employees hired on or after October 1, 1995, in the event of the employees death or "normal retirement", he/she or his/her estate shall be paid for (50%) of the total accrued sick leave accumulated by same during the course of their employment at the employee's pay rate at the time of termination of employment to a maximum of eighty (80) eight-hour days.

Section 3. Sick Leave Pay-Out at Contract Year-End.

For the duration of this contract, non-probationary employees who shall accrue eighty-eight (88) hours, or more, of sick leave within any one, contract-year, may, at the immediate conclusion to

such contract-year, elect to receive compensation for, or "cash-out" one (1), eight-hour day of such accrued sick leave. For these same eligible employees who shall accrue a minimum of ninety-six (96) hours of sick leave within any one, contract-year, the "cash-out" option will provide for the election to receive up to two (2) eight-hour days of compensation from such accrual. Compensation for such sick leave pay-out shall be calculated at the employees then-current, normal hourly rate of pay.

Section 4. Verification of Illness.

It is understood that sick leave is intended for legitimate use only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need, and indicates possible abuse, then upon prior notice, the CITY shall have the right to demand verification by a doctor of the illness causing the absence, if the employee is to receive a paid sick day. A copy of this notice shall be provided to the Union Steward at the same time the same is provided to the employee and, if the employee and/or Union dispute that the pattern of employee absence gives rise to doubt as to the legitimate need and indicates possible abuse, then such dispute shall be resolved through the grievance procedure.

Section 5. Use of Sick Leave.

Sick leave is provided for an employee in the event of his or her injury or illness to the extent non-compensable under workers compensation. If an employee requires an extended leave of absence for his or her serious health condition, or that of an immediate family member, if eligible, coverage may be provided under the Family and Medical Leave Act and associated City policy. Sick leave may also be utilized when absence from work is required in order to transport household members, or immediate family members, to health-related or medical appointments, or emergencies.

ARTICLE 17 - SAFETY, EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. Safety Committee.

The Safety Committee shall be composed of the Union Stewards and the Public Safety Director or Deputy Police Chief as his designee, and will meet, when necessary, for the purposes of

discussing safety, and promulgating safety regulations with the understanding that the CITY has the ultimate responsibility, and shall make the final determination on all matters of safety and safety rules.

Section 2. Safety Rules.

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

Section 3. Accident Reports.

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

Section 4. Equipment Reports.

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

Section 5. On The Job Injury.

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

Section 6. Safety Shields.

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

maintain the minimum standards established herein.

Section 7. Shotguns and Rifles.

Each working patrol car shall be equipped with a shotgun and rifle, installed in a manner and location which provides for both ease of accessibility and safety to the officer operating or riding in such car.

ARTICLE 18 - MISCELLANEOUS

Section 1. Bulletin Board.

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

Section 2. Mileage.

All travel away from the City must be approved in advance by the Department Head and/or the City Manager. If personal automobiles are used, employees will be reimbursed at rates established and modified from time to time by the standard allowable U.S. Internal Revenue Service (IRS) rate for business driving when using personal automobiles.

Section 3. Clothing.

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

to a position and six (6) months thereafter, up to a total amount of Six Hundred Fifty (\$650.00) Dollars per year.

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

Section 4. Bonds.

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

Section 5. Loss or Damage.

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

Section 6. Legal Assistance.

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

Section 7. High Risk Assignment.

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

Section 8. Subcontracting.

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

Section 9. Separability and Saving Clause.

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

Section 10. Department Rules and Regulations.

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

Section 11. Marksmanship Training.

The Department will sponsor two (2) Department "shoots" each calendar year. The CITY will provide each officer with enough rounds of ammunition for the weapon normally used on duty to complete each shoot. At least one of the shoots shall include use of the Department shotguns and rifles. Training session shall be reimbursed at time and one-half if they result in employees working more than 80-hours in a pay period. The CITY agrees to allow on-duty officers to participate in each shoot, provided in its judgment, they can be spared from their work at the time of the shoot.

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

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

The CITY agrees to provide each certified officer with up to 50 rounds bi-monthly of .40 caliber "para-military ammunition" for the purpose of permitting such officers to practice and improve their shooting skills for the months of April through November of each year; provided, however, that an officer's entitlement to practice ammunition at the CITY'S expense as herein set forth is conditioned upon, and limited to, the said officer's turning over to the CITY, at the time said ammunition is provided, brass shell-casings for an amount of ammunition equal to that provided.

Section 12. Reimbursement For Damage to Personal Property.

The CITY agrees that it shall reimburse employees for the reasonable value of any personal property items damaged as a direct result, and in the course of, their employment as Dowagiac Police Officers. The intent of this section is to provide for the replacement, without cost to the employee, of items such as work-quality eyeglasses, watches, or hearing aids damaged while on duty. If an item is inappropriate for use or wear while on duty, such as expensive jewelry, its replacement will not be reimbursed. If an item damaged on duty carries with it intrinsic value associated exclusively with the "designer status" or "art-quality" associated with it, such value will not be reimbursed.

Section 13. Personal Days.

Beginning October 1, 2004, employees shall receive twenty-four (24) personal leave hours per contract year. Leave days under this Section shall be granted upon a minimum of seven (7) calendar days notice submitted by the employee to the Public Safety Director or Deputy Chief of Police as his designee.

Section 14. Tuition Reimbursement.

The CITY agrees that it shall reimburse employees for 1/2 (50%) of the tuition cost for participation in, and completion of, pre-approved college course work leading to a degree at a recognized college, junior college, or university, wherein said employee passes the course with a grade of C (2.0) or higher. Tuition reimbursement requests must be turned in for reimbursement

within ninety (90) calendar days of the last date the class was held in order to be reimbursed.

The covered employee agrees that, in the event of his\her voluntary resignation, he\she shall repay to the CITY those tuition reimbursement payments received, in a manner equal to the following:

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

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

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

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

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

Section 15. Canine Handler

The City shall furnish a vehicle for use by the Canine Handler. Such vehicle shall be used for transport of the canine, including from home to work (and vice versa), during working hours, veterinary appointments and any other work and pet-care related matters.

The Canine Handler is responsible for care of the canine including feeding, veterinary appointments, equipment, etc.

The Canine Handler shall work the standard night shift less one-hour to compensate for time spent for transport and care of the canine. For example, if the standard shift is twelve (12) hours, the handler will work eleven (11) hours plus credit for one (1) hour of transport and care for the canine.

The Canine Handler shall be compensated on non-work days for care and maintenance of the canine at the rate of one hour of minimum wage, as set by the federal government, per day payable semi-annually.

The canine shall be boarded at a mutually approved kennel during such time as vacations or other instances where the handler is separated from the canine for an extended period of time for personal reasons.

Section 16. Personnel Manual.

The employees shall recognize the City Personnel Manual for issues that are not included in this Agreement and do not conflict with provisions of this Agreement or Departmental Rules and Regulations or Procedures.

Section 17. Cell Phone.

A city-issued cell phone shall be issued for use by the Acting Sergeant while on duty. The Acting Sergeant shall have the option of using the City-issued cell phone or his/her own cell phone for city related business.

ARTICLE 19 - DURATION

Section 1. Duration.

This Agreement shall become effective as of the 1st day of October 2014, and shall remain in full force and effect through the 30th day of September, 2017, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 30th day of September, 2017, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2014.

POLICE OFFICERS LABOR COUNCIL:

CITY OF DOWAGIAC:

By: _____
Edward Hillyer, Labor Representative

By: _____
Donald D. Lyons, Mayor

By: _____
Ryan Murray, Steward

By: _____
James E. Snow, City Clerk

APPENDIX 'A'
PATROL OFFICER
WAGE SCHEDULE

| | | 10/1/2013 | 10/1/2014 | 10/1/2015 | 10/1/2016 |
|-----------------------|-------------|------------------|------------------|------------------|------------------|
| Patrol Officer | | | 2.0% | 2.0% | 2.0% |
| Salary - | Starting | \$36,753.60 | \$37,488.67 | \$38,238.45 | \$39,003.21 |
| | Hourly Rate | \$17.67 | \$18.02 | \$18.38 | \$18.75 |
| Salary - | 1 Year | \$39,395.20 | \$40,183.10 | \$40,986.77 | \$41,806.50 |
| | Hourly Rate | \$18.94 | \$19.32 | \$19.71 | \$20.10 |
| Salary - | 2 Year | \$42,016.00 | \$42,856.32 | \$43,713.45 | \$44,587.72 |
| | Hourly Rate | \$20.20 | \$20.60 | \$21.02 | \$21.44 |
| Salary - | 3 Year | \$44,657.60 | \$45,550.75 | \$46,461.77 | \$47,391.00 |
| | Hourly Rate | \$21.47 | \$21.90 | \$22.34 | \$22.78 |
| Salary - | 4 Year | \$47,299.20 | \$48,245.18 | \$49,210.09 | \$50,194.29 |
| | Hourly Rate | \$22.74 | \$23.19 | \$23.66 | \$24.13 |

APPENDIX "B"

**Letter of Understanding between the City of Dowagiac and the Police Officers
Labor Council - Patrol Officers Unit Reference a "Relief" Officer's Hours
Scheduled and Conditions**

The above mention parties have met and agree that there is a need for an officer to work outside of what is considered the regular shift hours as mentioned in Article 11 - Hours of Work, Section 1 of the current Collective Bargaining Agreement. The parties agree to this under the following conditions.

1. The position of the "relief" officer shall be bid as are the other patrol shift hours as according to Article 11, Section 4. Shift Preference.
2. The hours of the "relief" officer shall be a regular and normal schedule as posted and shall not be adjusted, except for the below agreed to conditions.
3. If a need arises that an another officer on a different shift is unable to work his/her normal shift for a week or more, and the City has fourteen (14) days knowledge of this, they may adjust the "relief" officer's schedule to cover that officer's absence.
4. The City may adjust the schedule of the "relief" officer to work for a officer absent less than a week if they have knowledge of the absence fourteen (14) days in advance.
5. If the City does not have fourteen (14) days knowledge of an absence they may use the "relief" officer to fill the absence if the "relief" officer mutually agrees to work that absence.
6. The City retains the right to adjust the schedule of the "relief" officer under emergency situations. This does not include the normal last minute call in of another officer being sick, as the normal call-in procedure shall be utilized.
7. If the "relief" officer has pre-scheduled days off, i.e. vacation, then the City will not adjust the schedule of that officer, even if they have fourteen (14) days knowledge of another officer's absence.
8. The parties have agreed to move the Shift Preference bid to November of 2009 in order to expedite the start of the "relief" officer's position. The City will be assigned to their desired shifts during the first two weeks of December 2009.
9. This agreement is non-precedent setting and has no bearing on any other provision of the CBA.

Edward S. Hillyer/POLC Rep

Date

Kevin Anderson, City Manager

Date

David Davis/Patrol President

Date

Thomas Atkinson, Director

Date

COLLECTIVE BARGAINING AGREEMENT

(Sergeants)

Between:

The City of Dowagiac
and
Police Officers Labor Council

October 1, 2014 through September 30, 2017

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AGREEMENT

THIS AGREEMENT, made and entered into the ___ day of _____, 2014 by and between the CITY OF DOWAGIAC, hereinafter referred to as the "CITY", and THE POLICE OFFICERS LABOR COUNCIL—DOWAGIAC SERGEANT'S UNIT, hereinafter referred to as the "UNION".

ARTICLE 1 - PURPOSE AND INTENT

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

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

ARTICLE 2 - RECOGNITION

Section 1. Recognition.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the CITY hereby recognizes the UNION as the sole and exclusive Collective Bargaining Agency for all sergeants employed by the City of Dowagiac Police Department, but excluding confidential employees, auxiliary policemen, part-time employees regularly scheduled to work less than twenty (20) hours per week and patrol(wo)men. In addition, the parties hereto agree that, pursuant to this section, all recognized employees shall be covered by and subject to all applicable provisions of Act 312 of the Public Acts of 1969, as amended.

Section 2. City's Rights.

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

Section 3. Non-Discrimination Clause.

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

Section 4. Union Activity During Working Hours.

The UNION agrees that, except as specifically provided by the terms and provisions of this Agreement employees shall not be permitted to engage in Union activity during working hours. A representative of the International Union may consult with the stewards of the local Union at the offices of the Police Department, provided that permission is granted in advance by the Public Safety Director or his designee. Permission should not be denied unless the Public Safety Director or his designee determines that the visitation will result in a significant interference with the employees' work requirements. Additionally, the representative may conduct a Union meeting in the staff room at the Police Department at a date and time approved in advance by the Public Safety Director or his designee. Unless otherwise agreed, such meetings shall not exceed one (1) hour in duration, and shall not be held more frequently than once each month. During such meetings, employees on duty shall continue to provide essential services as directed by the Public Safety Director or his designee.

Section 5. Union Representation.

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

The CITY recognizes a Union Committee for the purpose of Collective Bargaining, special conferences and the processing of grievances as set forth in this Agreement. Employees engaged

in such meetings shall suffer no loss of pay for time necessarily lost from their regularly-scheduled working hours, provided that the requests for time off to attend such meetings have been approved by the Public Safety Director. The CITY shall schedule such meetings at a date and time which minimizes the loss of manpower to the Department. The Union Committee shall consist of two (2) members of the Union who are a part of the Bargaining Unit and may include One (1) representative from the International Union.

ARTICLE 3 - UNION SECURITY AND CHECK OFF

Section 1. Union Security.

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

Section 2. Dues Check-Off.

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

Section 3. Indemnity Provision.

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

ARTICLE 4 - NO STRIKE CLAUSE

Section 1. No Strike Clause.

The parties recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The UNION, therefore, agrees that it shall not institute, encourage or condone any interruption of the services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or part from the full, faithful and proper performance of the duties of their employment. The UNION further agrees that it shall not initiate, encourage or condone any strike, sit-down, stay-in, call-in, stoppage of work or any act or acts that interfere in any manner or any degree with the service of the Department.

Section 2. Strikes by Individuals.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or other unlawful activity as defined in Section 1. herein, may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such proscribed activity may be resolved through the grievance procedure.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition.

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

Section 2. Grievance Procedure.

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

FIRST STEP. In order to be processed hereunder, an employee who believes he\she has a grievance shall, within three (3) days of the grievant having knowledge of the occurrence of the

event upon which the grievance is based, or within three (3) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, submit the grievance in writing to the Public Safety Director. The grievance shall state the facts upon which it is based, when it occurred and shall be signed by the employee who is filing the grievance and his/her steward. The Public Safety Director will give his written answer to the grievance within three (3) days after the date of receipt of the written grievance. Such answer shall be delivered to the UNION steward or his/her designee.

SECOND STEP. When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the UNION shall notify the City Manager in writing of its desire to appeal within three (3) days after receipt of the Public Safety Director's First Step answer. Upon written request, the City Manager or his designee shall meet with the employee members of the UNION's Committee within five (5) days after receipt by the City Manager of the appeal to the Second Step of the Grievance Procedure. Within (5) days of such meeting, or if no meeting is requested within five (5) days of receipt of the appeal to the Second Step of the Grievance Procedure, the City Manager shall give a written answer to the grievance to the steward or his/her designee.

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

FOURTH STEP. If the grievance has not been settled in the Third step, the parties, or either party, may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after delivery by the CITY to the steward or his/her designee of the Third Step

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

Section 3. Time Limits.

Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered to be withdrawn. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure, except that nothing contained herein shall automatically submit a grievance to arbitration pursuant to the Fourth Step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing.

For the purpose of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as a holiday under this Agreement.

Section 4. City Records.

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

ARTICLE 6 - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension.

The employer will not, without just cause, suspend or discharge a non-probationary employee. Nothing herein contained shall, however, be construed or interpreted so as to limit or abrogate the continued right of the employer to discharge a probationary employee without cause; provided, however, that no such discharge shall be on the basis of an employee's race, color, creed, religion, age, gender, national origin, handicap, or other discriminatory basis not permitted by the laws and Constitution of the State of Michigan, and the United States. Such action shall be subject

to review under the Grievance Procedure provided a grievance is timely filed. In the event an employee in the Bargaining Unit shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he\she believes he\she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance signed by the employee with respect thereto is presented to the City Manager within two (2) days after such discharge, or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the Grievance Procedure. In the event of suspension or discharge, the employee shall be orally advised and, within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), be provided by the CITY with a brief and concise statement of the reasons for the CITY'S action.

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

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

Section 2. Release of Information.

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

Section 3. Compensation.

In the event that it should be decided under the Grievance Procedure that the employee was

unjustly suspended or discharged, the CITY shall reinstate such employee with full compensation, partial or no compensation, as may be decided under the Grievance Procedure. Such compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or at the start of such suspension, less any compensation earned by the employee during the period of time he\she was off work due to the suspension or discharge.

ARTICLE 7 - SPECIAL CONFERENCES

Section 1. Agenda.

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

Section 2. Meetings.

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

ARTICLE 8 - SENIORITY

Section 1. Probationary Period.

A new employee shall work under the provisions of this Agreement, but shall be employed

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

Section 2. Seniority List.

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

Section 3. Termination of Seniority.

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

- (a) He or she resigns or quits.
- (b) He or she is discharged or terminated for just cause.
- (c) He or she retires.
- (d) He or she is on a lay-off for a period of time equal to his or her length of continuous service with the CITY, or for a period of two (2) years, whichever is shorter.
- (e) He or she is absent from work, including failure to work at the expiration of a leave of absence, vacation or disciplinary suspension for two (2) consecutive working days without notifying the CITY, if possible, AND unless excused by the City Manager because the absence was due to circumstances beyond

the control of the employee.

- (f) He or she accepts employment elsewhere while on an authorized leave of absence, unless he or she has prior written approval for such employment from the City Manager.
- (g) Any employee entered in the U. S. Armed Services shall retain such seniority as provided by law.

Section 4. Layoff and Recall.

When there is such a reduction in the work force, the following procedure shall be followed: Probationary and part-time employees shall be laid off first, provided the employees with seniority retained can perform the available work.

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

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

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

Section 5. New Job Classifications.

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

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

Section 6. Temporary Transfers.

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

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

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

Section 7. Promotions Outside Bargaining Unit.

An employee who has been in the past, or who will be in the future, promoted to a position

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

ARTICLE 9 - LEAVES OF ABSENCE

Section 1. Personal Leave of Absence.

(a) Any employee desiring a personal leave of absence from the CITY beyond the scope of the Family and Medical Leave Act, shall secure written permission from the City Manager. Such requests shall be individually reviewed, but not unreasonably denied.

(b) The maximum leave of absence for employees not "eligible" under the terms of any other leave shall be for thirty (30) days, but may be extended for equal periods only upon written permission of the City Manager, provided that he has granted the same prior to the 25th day of such prior leave.

(c) During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Failure to return from leave of absence due to inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. Sick Leave of Absence.

An employee who, because of illness or accident, which is non-compensable under Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for a period of not to exceed one (1) year which period shall be inclusive of 12 weeks of FMLA leave for "eligible" employees, provided: 1) he/she promptly notifies

the Employer of the necessity therefore, and 2) he/she supplies the Employer with a certificate from a licensed medical doctor confirming the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may extend the leave for up to an additional 52-week period if the employee provides proof from a licensed medical doctor of the necessity therefore.

During such period of a disability leave which extends beyond the eligible FMLA leave, the employee will use up his/her vacation and sick leave bank, if not yet exhausted. After exhaustion of such sick leave bank and vacation benefits, an employee, upon request, shall be permitted to continue to carry on group health and life insurance, and pension benefits as are herein provided at employee's own expense.

Section 3. Family and Medical Leave of Absence.

(a) All members of the collective bargaining unit shall be entitled to leaves of absence consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993 and any amendments thereto and subsequent administrative policies enacted to implement and/or interpret same.

(b) An employee taking leave pursuant to the provisions of the Family Medical Leave Act shall, on request, be permitted to utilize personal days and accumulated vacation time in order to receive compensation for periods of absence due to family medical leave. The City further agrees that employees shall be permitted to, upon request, utilize accumulated sick leave in order to receive compensation for periods of absence due to family medical leave; provided, however, that utilization of sick leave for such purposes shall not be permitted until the employee has first exhausted all his/her personal days and accumulated vacation leave benefits. In the event that further benefits shall accrue during any such personal medical leave, the same shall be again required to be utilized and exhausted before receiving further sick leave benefits.

(c) No female officer then pregnant shall continue to work past her seventh month of gestation unless certified by her primary treating physician as capable of performing all duties

normally associated with her job assignment, in which event employment may continue until commencement of the employee's ninth month of gestation. Following birth, the employee may continue to utilize accumulated sick leave benefits for a period of six (6) weeks following which continued absence from work shall be deemed Family Medical Leave unless her treating physician shall certify that the employee is medically unable to return to her normal duties.

Section 4. Funeral Leave of Absence With Pay.

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

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

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

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

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

Section 5. Leave of Absence For Union Business.

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

ARTICLE 10 - WAGES

Section 1. Salary Schedule.

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

Section 2. Overtime.

Overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all assigned work performed beyond the regular twelve (12) hour shift or the eighty (80) hour pay period. Employee's regular hourly rate of pay shall be determined by dividing his\her annual salary by 2,080. There shall be no pyramiding of overtime.

Section 3. Call-in Pay.

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

(a) Transport Call-In. When it shall become necessary to transport prisoners to the Cass County Jail or other locations outside the CITY, every reasonable effort shall be made to secure such transport from the Cass County Sheriff's Department or other available law enforcement agencies. When alternate transport cannot be arranged, and must be provided by duty officer(s),

and when such officer's absence from the CITY would reduce available manpower to one certified officer, the command officer may call in another officer for the purpose of maintaining two certified officers on duty within the CITY during the period of such transport. When call-in shall occur for this purpose, the officer so called in shall be guaranteed a minimum of two (2) hours of work at 1-1/2 times his\her regular hourly pay, or for the period of call-in whichever is greater; provided, however, that when an employee is called in at a time which transitions into, and becomes concurrent with, the employee's scheduled shift, the employee shall receive two (2) hours pay at time and one-half (1-1/2) for the first two (2) hours he\she is present.

Section 4. Court Appearances.

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

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

Juvenile-related, Probate Court appearances and hearings, as well as Civil proceedings resulting from the employees sanctioned actions while on duty, scheduled on an employees own time shall be accumulated at time and one-half (1 1/2) the employees regular rate of pay for a minimum of two (2) hours or time and one-half (1 1/2) for all hours spent at Probate Court, whichever is greater.

In the event an off-duty officer is scheduled for a court appearance, during such off-duty hours, and the appearance is subsequently cancelled, with the cancellation occurring at a time subsequent to, or following, the receipt of an affirmative acknowledgement of such appearance at the five o'clock p.m. update on the day prior to the scheduled appearance, then such off-duty officer shall be compensated in a manner consistent with the appropriate Court appearance provision provided for and described in the first paragraph of this section.

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

Section 5. Training Sessions or Departmental Meetings.

Employees may be required to attend department meetings or training sessions. Training sessions shall be paid at the rate of one and one-half (1-1/2) times the rate of the employee's regular hourly rate of pay if they result in the employee working more than 80 hours per pay period.

Section 6. Temporary Classification Transfers.

When for the convenience of the CITY, the Sergeant's job classification is filled by a patrol(wo)man, with two (2) years of seniority or greater, for a period of four (4) continuous hours or more, the patrol(wo)man performing the duties of Sergeant during said period shall receive the hourly rate of the Sergeant's (starting) job classification for all hours so worked. If a patrol(wo)man with less than two (2) years seniority shall fill the Sergeant's job classification for a period of four (4) continuous hours or more, he/she shall receive the hourly rate for the highest patrol(wo)man classification for all hours so worked. In all other instances when an employee is temporarily transferred for the convenience of the CITY to another classification, he/she shall receive his/her regular hourly rate unless such temporary transfer shall be for a period of four (4) consecutive working hours or more, in which event he/she shall receive the hourly rate of the classification to which he/she is assigned for all hours worked in such temporary capacity or his/her regular hourly rate, whichever is higher.

Section 7. Supplemental Paid Workers' Compensation.

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

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

Section 8. Payment of Second Shift.

The CITY agrees that, as a matter of standard operating procedure, it shall attempt to provide paychecks to employees working the 7:00 p.m. shift to 7:00 a.m. shift on Thursdays to said employees at the time they present themselves for duty.

Section 9. Bi-weekly Pay.

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

ARTICLE 11 - HOURS OF WORK

Section 1. Hours of Work.

The regular shift hours are as follows:

Shift #1 - 7:00 a.m. to 7:00 p.m.

Shift #2 - 7:00 p.m. to 7:00 a.m.

Shift #3 - 5:00 p.m. to 5:00 a.m.

Except as provided below, the above shifts shall be used as a matter of standard operating procedure for the Department, unless the Public Safety Director determines that emergency conditions exist which require alterations in the schedule. If the shift hours are changed, the matter shall be the basis for a special conference upon request of either party as set forth in Article VII

herein. The Department shall notify an employee of a contemplated shift change as soon as reasonably possible after the reasons therefore become known.

The parties agree that the Employer may use staggered shifts to assist with the Employer to run a more efficient and/or economical department. The staggering of these hours shall not be more than one (1) hour from the regular shift hours.

Section 2. Training Sessions.

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

Section 3. Trading Time.

Employees will be allowed to trade time with other employees, provided that such trading of time has been approved by the Public Safety Director, or in his absence, his designated representative.

Section 4. Shift Preference.

During December of each year, employees shall be given an opportunity to express their shift preference. During the first two weeks of the following January, employees will be assigned to their desired shifts in accordance with seniority within classification, provided that in the judgment of the Public Safety Director such assignment will not adversely affect the operation of the Department.

During the course of the year, the Public Safety Director shall have the right to alter shift assignments for such periods as he deems necessary in order to train new personnel or otherwise satisfy the needs of the Department.

ARTICLE 12 - VACATIONS

Section 1. Eligibility and Allowance.

Each employee will be allowed vacation leave in accordance with the following subsection, except that no employee will be entitled to vacation leave until he\she has served the CITY for at least one (1) year, after which he\she shall be entitled to that portion of vacation leave accumulated during the previous year. Thereafter, all vacation leave will be accrued on a monthly basis with each

employee entitled to vacation leave as earned to-date. Vacation leave will be accrued as of the "vacation base date" established subject to the date an employee enters the service of the CITY. For purposes of this section, if hired the 1st through the 15th of the month, the "vacation base date" will be the first of that month; if hired the 16th through the last of the month, the base date will be the first of the next month. Each full-time employee, hired prior to October 1, 1987, shall earn vacation leave at a rate consistent with the following schedule:

| <u>SENIORITY</u> | <u>VACATION EARNED</u> |
|---------------------------------|---|
| 1 year but less than 2 years | 3.34 hours for each completed month of employment. |
| 2 years but less than 5 years | 6.67 hours for each completed month of employment. |
| 5 years but less than 10 years | 10 hours for each completed month of employment. |
| 10 years but less than 15 years | 13.34 hours for each completed month of employment. |
| 15 years but less than 16 years | 14 hours for each completed month of employment. |
| 16 years but less than 20 years | 14.67 hours for each completed month of employment. |
| More than 20 years | 16.67 hours for each completed month of employment. |

Section 2. Scheduling.

Vacation leave shall be granted to employees hereby covered by the Public Safety Director, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Police Department in one week periods, and they shall be scheduled to coincide with the employee's regularly-scheduled days off. The Public Safety Director, at his discretion, may permit

single vacation days or any combination thereof (i.e.: 2, 3, and 4 day vacation periods) to be taken. The granting or denial of single-day vacations, or combination of single vacation days (i.e.: 2, 3, and 4 day vacation periods) shall not be subject to the Grievance Procedure.

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

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

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

Section 3. Vacation Accumulation.

Employees may accumulate vacation time and carry from one vacation year to the next a maximum amount equal to one hundred sixty (160) hours. Any excess vacation time beyond this ceiling must be scheduled in the vacation year or the employee shall be compensated at the employee's rate of pay as of September 30th of the current year for all vacation time accumulated in excess of one hundred sixty (160) hours. Furthermore, an employee shall have the option of receiving payment in lieu of vacation for all accumulated vacation time by written request to the

Public Safety Director. Upon such request, the CITY shall make payment in lieu of vacation, to the employee requesting same, within three (3) weeks thereafter.

ARTICLE 13 - HOLIDAYS

Section 1. Holidays.

The following days are designated as holidays under this Agreement:

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

Section 2. Holiday Pay.

Employees regularly assigned to a seven (7) day operation shall celebrate holidays on the actual day of the holiday except Memorial Day and Labor Day, which shall be celebrated on the day such holidays are observed by the City generally. Employees scheduled to work on a holiday and who are required to work, shall receive, in addition to their regular pay, one and one-half (1-1/2) times their regular straight-time hourly-rate of pay for each hour actually worked on the holiday to a maximum of six (6) hours for a half-day holiday, but without limitation for a full-day holiday. Employees working Easter Sunday shall be compensated, in addition to their regular pay, two times their regular straight-time hourly rate of pay for hours actually worked on the holiday. No holiday pay shall be paid to employees not working on Easter Sunday.

Section 3. Eligibility.

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

competent physician; should the Public Safety Director request same.

ARTICLE 14 - RETIREMENT

Section 1. Retirement Eligibility.

Normal retirement shall be as specified under the current Michigan Municipal Employee's Retirement System requirements in effect at the time of retirement for bargaining unit members.

Section 2. Medical Insurance For Retirees.

An employee, with a hire date prior to December 31, 1997, retiring from active employment with the City as an eligible member of the MERS retirement Plan, (other than an employee retiring by virtue of disability) may elect to continue medical insurance coverage upon retirement under the CITY'S Group Health Insurance Plan as provided in Article 15, Section 2 hereof, the CITY agrees that it shall reimburse any such employee in an amount equal to one-half (1/2) of: The premium cost charged in connection therewith (subject to the terms and conditions designated (a) through (g) hereunder; Or,

(a) In the event the retiree fails to notify the City and formally request, in writing, within forty-five (45) calendar days following the effective commencement of his/her retirement to elect such health insurance continuation option, he/she shall lose and relinquish any further eligibility to make such election and the City's responsibility to offer and provide such option, shall cease.

(b) That the CITY'S responsibility for reimbursement shall be limited to one-half (1/2) the amount of premium attributable to the employee only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;

(c) That the CITY shall have no obligation with respect to payment of any portion of medical insurance premiums respecting any employee retiring by virtue of disability and who does not meet the age and service requirements set forth in Section 1 above;

(d) In the event the retiree fails or refuses to pay a premium necessary to maintain

coverage, such retiree's coverage shall be terminated and the CITY'S responsibility to reimburse shall cease.

(e) That the CITY shall limit the maximum total reimbursement to be paid to any retiree under the terms of this section to \$275.00 per month until such time as the employee becomes Medicare eligible. At such time, the reimbursement shall revert back to the \$200.00.

(f) In the event the retiree shall "retire-early" under the terms of the Michigan Employees Retirement System (MERS) coverage provided, then the ability of the retiree to be eligible for reimbursement, and the obligation of the City to reimburse a portion of the costs therefore, shall not become effective until the date said retiree reaches MERS qualifying age.

(g) The CITY retains the right to amend the Group Health Insurance Plan and make changes in the carriers and provisions, including applicable premiums and co-pays of this program when deemed necessary or advisable.

(h) An employee, with a hire date after January 1, 1998, retiring from active employment with the City as an eligible member of the MERS Retirement Plan, shall participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical insurance. Funds from the program may be used to purchase health insurance from the provider of the employee's choice or other medical expense as defined in Section 213(d) of the Internal Revenue Code. The City shall contribute \$38 per month to the program during employment.

Section 3. Michigan Municipal Employee's Retirement System for Employees Retiring.

Effective October 1, 2003 the employer, at its' expense, shall provide the Michigan Municipal Employees Retirement System (M.E.R.S.) for sergeants as follows: Benefit Program "B-4" (FAC 5); all employees shall continue to contribute 8.2% of gross compensation received which shall be deducted by the City from employee's paychecks. If an employee notifies the City of their intent to retire PRIOR to the start of the third year of the contract, with a specific date of retirement in the third

year in the contract, then the normal retirement age shall become 50 years of age with twenty-five years of credited service. However, if the City is not notified of intent to retire then the normal retirement date shall be fifty-five (55) years with twenty (20) years of service. Effective October 1, 2009, the employer, at its' expense, shall provide a Cost of Living Adjustment (Benefit E-2) for Sergeants.

Employees hired after October 1, 2011 shall be placed on a retirement plan that caps the annual employer contributions at ten percent (10%) of base salary. The parties agree that a MERS Hybrid plan with a 1.5% multiplier will be established. It is understood that the final terms of the retirement plan may not be completed by October 1, 2011, but both parties agree to finalize the terms via a memo of understanding no later than May 2012.

The MERS system is the exclusive retirement benefit provided for employees.

Section 4. Retiree Life Insurance.

The Employer will provide life insurance for retirees from date of retirement to age sixty (60) in the amount of \$50,000. From age sixty (60) to age sixty-five (65), the amount provided will be \$25,000.

Section 5. Service Weapon.

An Employee who has achieved the conditions required for normal retirement as defined in the section above of the Defined Benefit Plan and in the section above under the Hybrid Plan, and who has retired in good standing with the Employer, shall be presented with their service weapon from the City at the time of their retirement, at no cost to the employee.

ARTICLE 15 - INSURANCE

Section 1. Life Insurance.

The CITY agrees to provide full-time regular employees life insurance with accidental life and dismemberment protection after thirty (30) calendar days of employment in an amount equal to two (2) times the employee's base salary, with double indemnity for accidental death. The CITY reserves the right to substitute another carrier for the insurance coverage provided the fundamental

provisions of the coverage are not changed.

Section 2. Health Insurance.

Both parties acknowledge that cost sharing for health insurance shall be consistent with applicable state law, at either the “hard cap” amount set by the State Treasurer or the 80/20 rule as defined by the State, in whichever method results in the lowest cost to the employee. The parties agree to meet annually to review and discuss health insurance renewal.

The Employer may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. The City will provide two (2) options for health insurance for all regular full-time employees.

If mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of insurance benefit coverage with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits approximately equivalent to those currently provided. Any substitute coverage shall become fully effective concurrent with or preceding the cancellation of pre-existing, employer-provided health care coverage. The Employer will pay the full premium cost for the employee, consistent with state law, for the employee's spouse, and dependent children up to the age of twenty-six (26). Participation in this plan requires properly signed application forms by each employee. The precise effective date of coverage for the enrollment of new employees shall be the 91st day following employment with the City.

Each regular, full-time employee shall be enrolled in the health care, including dental, coverage plan provided by the City and shall receive like access and benefits thereunder. However, in the event an employee, through coverage as a member and not a subscriber, is covered by a plan or plans other than that provided by the City and opts to withdraw from enrollment in the City-provided coverage; he/she shall then receive a yearly lump-sum cash payment in lieu of such health (health/dental/vision) benefits equal to the following: Single rate \$2500.00; Two-person rate \$3815.00; Family rate \$4500.00. Said payment shall be subject to standard withholding taxes and

payable by no later than January 31st of each year, covering the preceding calendar year. If an employee was employed for a period less than the full twelve-month calendar year, the health care payment will be calculated on a pro-rated basis covering actual time employed. Employees must choose to opt out of City-provided health and dental coverage in writing, prior to December 1st of the year preceding the calendar year for which the payment is to be made, in order to remain eligible for such payment. Employees who opt out of such coverage must do so for a minimum of one calendar year, unless the subscriber to such alternate plan ceases to be covered resulting in the loss of "member" coverage to the employee, at which time the employer shall, upon written notice, enroll and/or return the affected employee to City-provided, full coverage for him/herself, spouse and dependent children, if any, beginning with the first of the month immediately following receipt of notice of such status change, without penalty except that he/she will no longer remain eligible for any payment in lieu of coverage for said year.

(a) The CITY retains the right to amend the Group Health Insurance Plan and make changes in the carriers and provisions, including applicable premiums and co-pays of this program when deemed necessary or advisable.

Section 3. Workers' Compensation.

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

Section 4. Dental Insurance.

The City shall provide a Basic Dental Plan; the dental plan shall consist of 50/50 coverage for Classes I IV with a \$1,000 maximum per year for Classes I through III, and a \$1,000 maximum/lifetime for Class IV for each regular full-time employee, and such employee's spouse, and dependent children, to the end of the year in which said children attain their twenty-sixth (26) birthday; If mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of dental insurance benefits with another carrier,

provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those currently provided. Any substitute coverage shall become fully effective concurrent with or preceding the cancellation of pre-existing employer-provided dental care coverage.

Section 5. Vision Exam Coverage.

Effective 4/1/99, the City will provide a vision insurance plan designated as Vision Service Plan for each regular full-time sergeant, and such employee's spouse, and dependent children, to the end of the year in which said children attain their twenty-sixth birthday. Such coverage will consist of one annual vision exam a year per covered employee/dependent with a \$5.00 co-payment per exam. However, if mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of vision insurance benefits with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those provided under the Vision Service Plan package. Any substitute coverage shall become fully-effective concurrent with or preceding the cancellation of pre-existing employer-provided vision care coverage.

Section 6. Disability Insurance

Effective October 1, 1996, the employer shall provide a program, of either "short" or "long-term" Disability Insurance, with limits and benefits approved by both parties hereto, which shall cost the employer no greater than 0.38% of the total, then-existing yearly, base-payroll cost of patrol(wo)men and sergeants. Such calculation (yearly, base-payroll) shall include only the scheduled, non-overtime wages of the bargaining-unit positions so-identified--no other fringe benefit or payroll cost shall be included.

ARTICLE 16 - SICK LEAVE

Section 1. Sick Leave Accumulation.

Probationary employees serving their initial probation period with the employer are not entitled to utilize sick leave. At the completion of the probationary year, an employee's sick leave

bank will be credited with six (6) eight-hour sick days. Thereafter, employees shall accumulate sick leave at the rate of eight (8) hours per month. For purposes of sick leave accumulation, it is hereby agreed that an employee must have received compensation from the City, excluding unemployment and workers compensation, during that month in order to accumulate sick leave for that period. However employees taking unpaid leave, under the terms of the Family and Medical Leave Act, for a period less than or equal to one month, shall continue to accumulate such leave for such period.

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

In the event that an employee dies or retires under the terms of "normal retirement" as defined in Article XIV, Section 2, herein, he\she or his\her estate shall be paid for (80%) of the total accrued sick leave accumulated by same during the course of their employment at the employee's pay rate at the time of termination of employment, to a maximum of 120 eight-hour days. For employees hired on or after October 1, 1995, in the event of the employees death or "normal retirement", he/she or his/her estate shall be paid for (50%) of the total accrued sick leave accumulated by same during the course of their employment at the employee's pay rate at the time of termination of employment to a maximum of eighty (80) eight-hour days.

Section 3. Sick Leave Pay-Out at Contract Year-End.

For the duration of this contract, non-probationary employees who shall accrue eighty-eight (88) hours, or more, of sick leave within any one, contract-year, may, at the immediate conclusion to such contract-year, elect to receive compensation for, or "cash-out" one (1), eight-hour day of such accrued sick leave. For these same eligible employees who shall accrue a minimum of ninety-six (96) hours of sick leave within any one, contract-year, the "cash-out" option will provide for the election to receive up to two (2) eight-hour days of compensation from such accrual. Compensation for such sick leave pay-out shall be calculated at the employees then-current, normal hourly rate of pay.

Section 4. Verification of Illness.

It is understood that sick leave is intended for legitimate use only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need, and indicates possible abuse, then upon prior notice, the CITY shall have the right to demand verification by a doctor of the illness causing the absence, if the employee is to receive a paid sick day. A copy of this notice shall be provided to the Union Steward at the same time the same is provided to the employee and, if the employee and/or Union dispute that the pattern of employee absence gives rise to doubt as to the legitimate need and indicates possible abuse, then such dispute shall be resolved through the grievance procedure.

Section 5. Use of Sick Leave.

Sick leave is provided for an employee in the event of his or her injury or illness to the extent non-compensable under workers compensation. If an employee requires an extended leave of absence for his or her serious health condition, or that of an immediate family member, if eligible, coverage may be provided under the Family and Medical Leave Act and associated City policy. Sick-leave may also be utilized when absence from work is required in order to transport household members, or immediate family members, to health-related or medical appointments, or emergencies.

ARTICLE 17 - SAFETY, EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. Safety Committee.

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

Section 2. Safety Rules.

All employees shall observe safety rules. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the

employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or the Public Safety Director.

Section 3. Accident Reports.

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

Section 4. Equipment Reports.

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

Section 5. On The Job Injury.

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

Section 6. Safety Shields.

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

Section 7. Shotguns and Rifles.

Each working patrol car shall be equipped with a shotgun and rifle, installed in a manner and location which provides for both ease of accessibility and safety to the officer operating or riding in such car.

ARTICLE 18 - MISCELLANEOUS

Section 1. Bulletin Board.

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

Section 2. Mileage.

All travel away from the City must be approved in advance by the Department Head and/or the City Manager. If personal automobiles are used, employees will be reimbursed at rates established and modified from time to time by the standard allowable U.S. Internal Revenue Service (IRS) rate for business driving when using personal automobiles.

Section 3. Clothing.

The CITY will furnish at no cost to uniformed Sergeants and patrol(wo)men three (3) summer and three (3) winter uniforms. The CITY will also provide replacement uniforms for garments damaged or worn out in the course of duty. The CITY agrees to establish a procedure under which uniformed Sergeants and patrol(wo)men will be able to have their uniform cleaned and pressed two (2) times per week during all months except June, July, August and September, when they may be cleaned and pressed three (3) times per week. Detectives and other plain clothes officers shall be provided by the CITY with one (1) summer and one (1) winter uniform. In addition thereto, said Detectives and other officers whose positions require plain-clothes shall be provided a clothing allowance to reimburse them for expenditures made for clothing costs of said plain-clothes and cleaning expenses. Such reimbursement shall be made on the anniversary date of being assigned to a position and six (6) months thereafter, up to a total amount of Six Hundred Fifty (\$650.00) Dollars per year.

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

such other reasonable requirements as shall, in the discretion of the Public Safety Director, be appropriate.

Section 4. Bonds.

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

Section 5. Loss or Damage.

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

Section 6. Legal Assistance.

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

Section 7. High Risk Assignment.

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

Section 8. Subcontracting.

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

Sergeant employed as of the effective date of this Agreement.

Section 9. Separability and Saving Clause.

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

Section 10. Department Rules and Regulations.

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

Section 11. Marksmanship Training.

The Department will sponsor two (2) Department "shoots" each calendar year. The CITY will provide each officer with enough rounds of ammunition for the weapon normally used on duty to complete each shoot. At least one of the shoots shall include use of the Department shotguns and rifles. Training sessions shall be reimbursed at time and one-half if they result in an employee working more than 80-hours in a pay period. The CITY agrees to allow on-duty officers to participate in each shoot, provided in its judgment, they can be spared from their work at the time of the shoot.

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

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

The CITY agrees to provide each certified officer with up to 50 rounds bi-monthly of .40

caliber "para-military ammunition" for the purpose of permitting such officers to practice and improve their shooting skills for the months of April through November of each year; provided, however, that an officer's entitlement to practice ammunition at the CITY'S expense as herein set forth is conditioned upon, and limited to, the said officer's turning over to the CITY, at the time said ammunition is provided, brass shell-casings for an amount of ammunition equal to that provided.

Section 12. Reimbursement For Damage to Personal Property.

The CITY agrees that it shall reimburse employees for the reasonable value of any personal property items damaged as a direct result, and in the course of, their employment as Dowagiac Police Officers. The intent of this section is to provide for the replacement, without cost to the employee, of items such as work-quality eyeglasses, watches, or hearing aids damaged while on duty. If an item is inappropriate for use or wear while on duty, such as expensive jewelry, its replacement will not be reimbursed. If an item damaged on duty carries with it intrinsic value associated exclusively with the "designer status" or "art-quality" associated with it, such value will not be reimbursed.

Section 13. Personal Days.

Beginning October 1, 2004, employees shall receive twenty-four (24) personal leave hours per contract year. Leave days under this Section shall be granted upon a minimum of seven (7) calendar days notice submitted by the employee to the Public Safety Director.

Section 14. Tuition Reimbursement.

The CITY agrees that it shall reimburse employees for 1/2 (50%) of the tuition cost for participation in, and completion of, pre-approved college course work, leading to a degree at a recognized college, junior college, or university, wherein said employee passes the course with a grade of C (2.0) or higher. Tuition reimbursement requests must be turned in for reimbursement within ninety (90) calendar days of the last date the class was held in order to be reimbursed.

The covered employee agrees that, in the event of his\her voluntary resignation, he\she shall repay to the CITY those tuition reimbursement payments received, in a manner equal to the

following:

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

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

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

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

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

Section 15. Cell Phone.

Sergeants may be issued cell phones to aid in relaying information outside of radio dispatched communications. In-lieu-of a city-issued cell phone, sergeants shall receive forty-five dollars (\$45) per month reimbursement for the use of their personal cell phone for work purposes. A city-issued cell phone shall be issued for use by the Acting Sergeant while on duty.

Section 16. Personnel Manual.

The employees shall recognize the City Personnel Manual for issues that are not included in this Agreement and do not conflict with provisions of this Agreement or Departmental Rules and Regulations or Procedures.

ARTICLE 19 - DURATION

Section 1. Duration.

This Agreement shall become effective as of the 1st day of October 2014, and shall remain in full force and effect through the 30th day of September, 2014, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 30th day of September, 2017, or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2014.

MICHIGAN LAW ENFORCEMENT
POLICE OFFICERS LABOR COUNCIL

By: _____
Edward Hillyer, Business Representative

By: _____
David Toxopeus, Steward

CITY OF DOWAGIAC:

By: _____
Donald D. Lyons, Mayor

By: _____
James E. Snow, City Clerk

APPENDIX 'A'
SERGEANTS

WAGE SCHEDULE

| | | 10/1/2013 | 10/1/2014 | 10/1/2015 | 10/1/2016 |
|------------------|-------------|------------------|------------------|------------------|------------------|
| Sergeants | | | 2.0% | 2.0% | 2.0% |
| Salary - | Starting | \$49,982.40 | \$50,982.05 | \$52,001.69 | \$49,974.29 |
| | Hourly Rate | \$24.03 | \$24.51 | \$25.00 | \$25.50 |
| Salary - | 1 Year | \$52,083.20 | \$53,124.86 | \$54,187.36 | \$55,271.11 |
| | Hourly Rate | \$25.04 | \$25.54 | \$26.05 | \$26.57 |
| Salary - | 2 Year | \$54,371.20 | \$55,458.62 | \$56,567.80 | \$57,699.15 |
| | Hourly Rate | \$26.14 | \$26.66 | \$27.20 | \$27.74 |

APPENDIX "B"

Letter of Understanding between the City of Dowagiac and the Police Officers Labor Council - Dowagiac Patrol Officers Unit

It is mutually agreed to, by the above mentioned parties, that the employees from the Dowagiac Police Department that are assigned to the Cass County Drug Enforcement Team shall be able to earn Compensatory Time-Off (CTO) during their time in said named assignment. The purpose of this is to allow for effective management of the Cass County Drug Enforcement Team. This will become effective, as soon as administratively possible, following the signing of this Letter of Understanding (LOU) and shall become an amendment to the Collective Bargaining Agreement (CBA). The following terms shall apply to this agreement:

1. This shall apply only to employees assigned to the Cass County Drug Enforcement Team.
2. Nothing in this LOU shall prohibit the employee from electing to accept cash payment for overtime worked as provided for in the CBA.
3. At the request of the employee eligible for overtime pay, as provided for in the CBA, the employer shall provide that in lieu of cash payment for overtime, the employee shall be allowed to take that overtime worked and place it in his/her CTO bank. Employees requesting to accumulate, or use, CTO must do so on their bi-weekly payroll sheet in the explanation section.
4. CTO shall be collected at the rate of one and one-half (1 ½) hours for each hour worked of overtime. CTO cannot be used in addition to receiving holiday pay. The CTO bank shall not exceed forty (40) hours.
5. It is the sole discretion of the employee to request the use of his/her CTO and that any such time off shall be taken at a time mutually agreed upon by the employee and the Employer. Denial will only be used if it affects and hinders the manpower of the Cass County Drug Enforcement Team.
6. There will be no ability to turn CTO into a cash payout once an employee decides to bank their overtime. CTO must be used prior to leaving the assignment in the Cass County Drug Enforcement Team.
7. This LOU shall not affect any other provisions of the CBA and is non-precedent setting for any other issues.

City of Dowagiac

Police Officers Labor Council – Patrol Officers Unit

Its:

Date

Its:

Date

Its:

Date

Its:

Date

Police Officers Labor Council – Sergeants Unit

Its:

Date

Its:

Date

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the following information has been reviewed by the City Manager and City
Treasurer and is being presented to City Council with a recommendation to
approve invoices and payroll #24 for the period ending 8//2014:

Invoices: 99,076.07
Payroll: 180,642.35
Total: \$279,718.42

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and
directed to pay the following bills and payroll due:

| <u>Invoices</u> | <u>Payroll</u> | <u>Total</u> |
|-----------------|----------------|--------------|
| \$99,076.07 | \$180,642.35 | \$279,718.42 |

ADOPTED on a Roll Call vote.

Ayes:

Nays:

Absent:

Abstain:

| Vendor | | Description | Amount |
|------------------------------------|------------------|--|----------|
| ABSOPURE WATER COMPANY | 54718571 | C & C COOLER RENTAL - 26688 NUBOUR | 6.00 |
| ABSOPURE WATER COMPANY | 54713232 | C & C COOLER RENTAL - 25830 NUBOUR | 6.00 |
| ABSOPURE WATER COMPANY | 54710613 | H & C COOLER RENTAL | 8.00 |
| ACCELA INC #774375 | 7474 | MINUTETRAQ MONTHLY SUBSCRIPTION | 349.00 |
| ACCOUNTING CONSULTANTS, PC | 7-31-14 | CONSULTING SVC THROUGH JULY 31ST, 2014 | 2,047.50 |
| AIRGAS GREAT LAKES | 9920641604 | WELDING SUPPLIES | 49.46 |
| ALEXANDER CHEMICAL A CARUS COMPANY | SCL 10005959 | CONTAINER DEPOSIT CREDIT | (50.00) |
| ALEXANDER CHEMICAL A CARUS COMPANY | SCL 10005949 | CONTAINER DEPOSIT CREDIT | (100.00) |
| ALEXANDER CHEMICAL A CARUS COMPANY | SLS 10021739 | WTP CHLORINE | 757.92 |
| AMERICAN ELECTRIC POWER | 049-501-336-1-3 | CCWS - VANDALIA TOWER | 28.45 |
| AMERICAN ELECTRIC POWER | 040-050-210-0-3 | VINEYARD PLACE LIFT STATION | 36.96 |
| AMERICAN ELECTRIC POWER | 044-619-354-0-7 | M-62 W LIFT STATION | 45.40 |
| BABINSKI, KAYLEIGH | 08/14/2014 | UB refund for account: 11-1574-18 | 125.04 |
| BARRERA, JUAN CARLOS | 08/14/2014 | UB refund for account: 10-3023-1 | 25.56 |
| BAZAN, STACEY | 60-5543-14 | COURT MILEAGE | 9.04 |
| BERRIEN COUNTY FARM BUREAU OIL CO | 00089627 | #2 DIESEL FUEL - IL LS #1 GENERATOR | 142.04 |
| BIEK, CHARLES B | 08/14/2014 | UB refund for account: 03-0471-3 | 82.24 |
| BRADFORD, JARRID | 287248950627 | CELL PHONE REIMBURSEMENT | 60.00 |
| BREATHING AIR SYSTEMS | 1039661-IN | FILTER - FIRE DEPT | 42.00 |
| BREWER, JEFF | 08/14/2014 | UB refund for account: 12-0222-9 | 149.87 |
| BRIAN JENKINS | 8-6-14 | AWARD AMOUNT | 300.00 |
| CANDLEWOOD SUITES EAST LANSING | 8-7-14 | TRAINING - LODGING EVANS (CONF | 368.08 |
| CARDARONELLA, GERALD | 08/14/2014 | UB refund for account: 15-1605-1 | 73.19 |
| CARLSEN, DORIS | 08/14/2014 | UB refund for account: 16-1551-11 | 95.13 |
| CARUSO'S | 754822 | CONCERT - ICE CREAM SOCIAL | 294.00 |
| CASS CNTY TRANSPORTATION AUTHORITY | 1808 | DISPATCHING SERVICES JULY 2014 | 3,198.39 |
| CASS OUTDOOR POWER EQUIPMENT, INC | 104684 | CARBURATOR/PICK UP/AIR FILTER - POLE | 40.47 |
| CASS OUTDOOR POWER EQUIPMENT, INC | 104731 | CARB KIT/GASKET/FILTERS/SPARK PLUG - DPS | 68.39 |
| CHAPMAN, DAVID M | 08/14/2014 | UB refund for account: 09-0223-7 | 150.66 |
| CHET NICHOLS, INC | 488574 | BALL JOINT - DART #110 | 22.51 |
| CHET NICHOLS, INC | 488965 | BRAKE PADS - DART #330 | 158.75 |
| CHET NICHOLS, INC | 489707 | AIR HOSE | 229.95 |
| CHET NICHOLS, INC | 488867 | COMPACTOR - SPARK PLUG/AIR FILTER | 18.28 |
| CHET NICHOLS, INC | 490287 | OIL - #10 | 38.28 |
| CHET NICHOLS, INC | 490347 | AIR FILTER - #10 | 16.61 |
| CHET NICHOLS, INC | 492362 | WATER OUTLET GASKET #128 | 4.23 |
| CHET NICHOLS, INC | 492667 | GEAR OIL #5 | 12.33 |
| CHET NICHOLS, INC | 488715 | LIGHT - #11 FRONT | 14.22 |
| CHET NICHOLS, INC | 491819 | FILTERS - DART #220 | 109.28 |
| CHET NICHOLS, INC | 480588 | CORE RETURN #2-80 | (200.00) |
| CHUNG HOARG | 8/21/14 | AWARD AMOUNT | 600.00 |
| CINTAS LOCATION #336 | 5001733424 | FIRST AID KIT - DPS GARAGE | 57.24 |
| CINTAS LOCATION #336 | 5001733425 | FIRST AID KIT - CH | 71.57 |
| CITY OF DOWAGIAC | 002007 | SUMMER TAX BILL - 101 CASS AVE | 782.95 |
| CLARK HILL PLC | 554557 | FINANCE - GENERAL | 143.50 |
| CLARK HILL PLC | 554573 | HUSTON/MCINTYRE QUIET TITLE | 779.00 |
| CLARK, JASMINE I | 08/14/2014 | UB refund for account: 11-1924-24 | 9.42 |
| COCM | 8-13-14 | 2014 MEMBERSHIP - BRADFORD | 40.00 |
| COMCAST | 8771402380126332 | INTERNET SERVICE - FIRE DEPT | 69.90 |

| Vendor | | Description | Amount |
|---------------------------------|-------------------|--|----------|
| COMMUNITY ANSWERING SERVICE | 262808182014 | DISPATCHING SERVICES | 206.50 |
| CONESTOGA-ROVERS & ASSOCIATES | 489221 | NUBOUR LANDFILL PROFESSIONAL SERVICES | 254.25 |
| CONESTOGA-ROVERS & ASSOCIATES | 489223 | NUBOUR WELL SAMPLING | 2,307.75 |
| CRIFFIELD, LONNY | 08/14/2014 | UB refund for account: 14-0311-17 | 144.13 |
| CYCLONE MANUFACTURING INC. | 8-8-14 | TAX BILL OVERPAYMENT (14-160-900-07000) | 561.80 |
| DARIN RIFE | 8/21/14 | WATER TESTING REIMBURSEMENT - NUBOUR | 100.00 |
| DONALD GRAHAM | 8-6-14 | AWARD AMOUNT | 300.00 |
| DORNBOS SIGN & SAFETY, INC | INV16754 | SPEED LIMIT SIGNS | 204.81 |
| DOWSETT, MICHELE R. | 08/14/2014 | UB refund for account: 16-1908-18 | 53.38 |
| DUST BUSTERS | 9/14 | CLEANING SERVICES 9/14 | 1,725.00 |
| EAST JORDAN IRON WORKS, INC | 3744393 | FRAME & COVER FOR 302 S FRONT ST MANHOLE | 350.76 |
| ELECTIONSOURCE | 24258 | OPTECH INSIGHT CODING/BALLOT LAYOUT | 1,740.00 |
| ELECTIONSOURCE | 23097 | BALLOT BAG | 231.24 |
| ERSCO CONSTRUCTION SUPPLY | 19407 | EXPOXY FOR 417/419 E DIVISION ST | 95.52 |
| FERRIER, PENNY M | 8-6-14 | MUSEUM CLEANING SERVICE 7/1/14 - 7/31/14 | 331.50 |
| FERRIER, PENNY M | 8-10-14 | CARPET CLEANING - MUSEUM | 300.00 |
| FIA CARD SERVICES | 0021 | MEDA - CBP FEES | 275.00 |
| FIA CARD SERVICES | 000001 | ECON DEV MEETING | 17.84 |
| FIA CARD SERVICES | 1277126 | ECON DEV MEETING | 20.14 |
| FIA CARD SERVICES | 000001 | ECON DEV MEETING | 17.28 |
| FIA CARD SERVICES | 08/06/14 | CAUA MEETING | 11.34 |
| FIA CARD SERVICES | 204154437 | FIRE STATION LAPTOP DRIVES | 299.98 |
| FIA CARD SERVICES | BBY01- | FIRE STATION LAPTOPS | 1,159.98 |
| FIA CARD SERVICES | MGLY9KYVWD | GPS PHOTO APP | 4.23 |
| FIA CARD SERVICES | SLI/10159361 | SAN COVER FOR 302 S FRONT ST | 280.28 |
| FIA CARD SERVICES | 2493-0383-7138- | FOOTING DESIGN - TEST (BRADFORD) | 27.00 |
| FIA CARD SERVICES | 2481-9925-4833- | MIXED CATERGORY TEST - BRADFORD | 90.00 |
| FIA CARD SERVICES | 04495786YB8432236 | TECH TEST - BLDG CODE - TEST (BRADFORD) | 36.00 |
| FIA CARD SERVICES | 1241827019 | FAX SERVICE - LIFT STA. REPORTS | 24.99 |
| FIA CARD SERVICES | 5090324 | ANNUAL BACKUP SERVICE - PDSEVER | 56.99 |
| FIA CARD SERVICES | 2495841008 | FAX SERVICE - LIFT STA ALARMS | 24.99 |
| FIA CARD SERVICES | 306469999991 | DUMPSTER - RUSSOM PARK TRASH REMOVAL | 275.00 |
| FIA CARD SERVICES | A53513501 | DISCONNECT SWITCH - IND LAKE #4 | 133.88 |
| FIA CARD SERVICES | C1408S0045 | RUBBER MOUNTS | 23.93 |
| FIA CARD SERVICES | 167566 | CITY CLERK - 1 N12 1" X 2" | 37.25 |
| FIA CARD SERVICES | 7/15/14 | SEC OF STATE - PD LICENSE RENEWALS | 39.78 |
| FINK, JESSICA | 08/14/2014 | UB refund for account: 17-2071-1 | 64.64 |
| GARZA, KENNETH | 08/14/2014 | UB refund for account: 17-2011-1 | 70.71 |
| GIL & NANCY SNYDER | 8-6-14 | AWARD AMOUNT | 300.00 |
| GINA WEAVER | 8/19/14 | REFUND OF WATER/SEWER CHARGES | 145.04 |
| GLOBAL TELEMATIC SOLUTIONS, LLC | 15667 | VEHICLE TRACKING SERVICE | 220.00 |
| GRAINGER, INC | 9503970791 | 6V BATTERIES - LIGHTED BARRICADES | 127.44 |
| GRAMES TIRE & BATTERY, INC | 3304 | NEW TIRES #3 | 625.56 |
| GRAMES TIRE & BATTERY, INC | 3288 | TIRE REPAIR #3 | 17.95 |
| GRAMES TIRE & BATTERY, INC | 3311 | TIRE REPAIR - PD VEH #131 | 17.95 |
| GRASS ROOTS MEDIA, INC. | 10226 | PROGRAMMING COMPUTERS FOR EXHIBIT TOUCH | 800.00 |
| GREENMARK EQUIPMENT | P84642 | BEARING | 7.65 |
| HAAS ALARMS AND SERVICE, INC | 061580 | ETHERNET CABLE FOR CCDT | 93.06 |
| HAAS ALARMS AND SERVICE, INC | 061607 | SERVICE CALL - CH PHONE SYSTEM DOWN | 70.00 |

| Vendor | | Description | Amount |
|-----------------------------------|-------------|---|-----------|
| HACH COMPANY | 8966930 | REPLACEMENT CHLORINE ANALYZER | 3,399.25 |
| HALE'S HARDWARE, INC | D54362 | LABORATORY SUPPLIES | 34.80 |
| HALE'S HARDWARE, INC | C83475 | WIRE CONNECTORS/SOCKET SET | 19.38 |
| HALE'S HARDWARE, INC | D52580 | BLADES/FUSES | 51.37 |
| HALE'S HARDWARE, INC | D53514 | CABLE TIES | 13.47 |
| HALE'S HARDWARE, INC | I1594 | PADLOCKS - ELECTRIC DEPT | 287.76 |
| HALE'S HARDWARE, INC | C81993 | WASP SPRAY | 23.22 |
| HALE'S HARDWARE, INC | 10095556 | COMPUTER CORD | 9.99 |
| HALE'S HARDWARE, INC | C82429 | VENT/COUPLING - GREEN ST LIFT STATION | 11.71 |
| HALE'S HARDWARE, INC | C80952 | CHAIN/QUICK LINKS - RUSSOM FIELDS PLAY | 94.57 |
| HALE'S HARDWARE, INC | C83957 | PAINTING SUPPLIES & PUMP SWITCH | 66.82 |
| HALE'S HARDWARE, INC | C83932 | PAINT & NEW DOORS - WWTP | 24.96 |
| HANSON BEVERAGE SERVICE | 977526 | WWTP LAB WATER | 31.00 |
| HARDING'S MARKET, INC | 9038 | SUPPLIES - FD | 42.36 |
| HERMAN, SKYLAR | 08/14/2014 | UB refund for account: 17-2111-1 | 27.14 |
| HI-TECH SMR COMMUNICATIONS | 20081 | RADIO REPAIR | 25.00 |
| IBEX INSURANCE AGENCY | 3906 | AIRPORT FUEL TANK LIABILITY INS | 1,043.00 |
| ITRON, INC | 341284 | QUARTERLY SOFTWARE MAINTENANCE | 915.37 |
| J & H OIL COMPANY | 10699001 | CEMETERY GAS | 750.00 |
| JOHN & CURT'S BRAKE & ALIGNMENT | 8/12/14 | ALIGN FRONT END #3 | 40.00 |
| JOHN CARLSON | 8-8-14 | PERMIT FEES WAIVED (PB14-114) | 56.25 |
| JUDD LUMBER COMPANY, INC | 1408-615244 | ARDOX GALV/LUMBER (WO 14-1001) | 46.67 |
| JUDD LUMBER COMPANY, INC | 1408-617173 | SCHED 40 PIPE - SLEEVE FOR IRRIGATION | 44.97 |
| JUDD LUMBER COMPANY, INC | 1408-616483 | ROTARY HAMMER RENTAL - 417/419 E | 33.00 |
| JUDD LUMBER COMPANY, INC | 1408-616404 | REINFORCING ROD/LUMBER - 417/419 E | 37.67 |
| JUDD LUMBER COMPANY, INC | 1408-616237 | NUTS/BOLTS - AIR HOSE INSTALL | 3.00 |
| JUDD LUMBER COMPANY, INC | 1408-616988 | HARDWARE | 10.27 |
| KELLY NEVILL | 8/18/14 | REIMBURSEMENT FOR WATER/SEWAGE USAGE 418 | 1,057.56 |
| KEYSTONE EVENT | 8-7-14 | MFIS CONF. - EVANS | 355.00 |
| KLUG, PATRICIA | 8/20/14 | MILEAGE REIMBURSEMENT | 9.04 |
| KOTZ SANGSTER WYSOCKI P.C. | 234092 | LEGAL SERVICES | 3,922.80 |
| LAGROW, CINDY | 9/14 | ECONOMIC DEVELOPMENT SERVICES 9/14 | 2,060.00 |
| LAKE MICHIGAN MAILERS, INC | 307745 | POSTAGE | 5,000.00 |
| LAYLIN, LEON | 8/18/14 | MILEAGE REIMBURSEMENT - WNIT OUR TOWN | 29.12 |
| LINDA PRESTON | 8/21/14 | ELECTRIC CUSTOMER SWITCH (WO #14-1001) | 500.00 |
| LOUNSBURY EXCAVATING, INC | 8-6-14 | RUSSOM PARK RENOVATIONS - FINAL PAY ON | 1,400.00 |
| MERRILL EXCAVATING | 2224 | DEMO GARAGE - 305 PENNSYLVANIA | 1,400.00 |
| MI COMMUNITY ACTION AGENCY ASSOC | 8-1-14 | EU-MONTHLY PYMT ALLOCATION AUGUST 2014 | 11,408.42 |
| MICHAEL THORNE | 8/19/14 | REFUND OF 2 DART TICKETS | 15.00 |
| MICKS SEWER AND DRAIN | 1017 | ROD SEWER AT 204 DEWEY | 200.00 |
| MILLER, CAROL | 08/14/2014 | UB refund for account: 06-3066-17 | 116.23 |
| MORAN, JODI | 08/14/2014 | UB refund for account: 16-1842-12 | 111.54 |
| MURRAY, RYAN | 8-11-14 | TRAVEL EXPENSES | 345.76 |
| NASH SERVICES, INC | 13398 | HORN CONTROL REPLACE - FDV #2-40 | 489.29 |
| NORMAN PERRY TROPHIES & ENGRAVING | 043950 | STREETSCAPE BENCH PLAQUE | 95.00 |
| NORTHERN CONSTRUCTION SVS CORP | 7632 | WIRE MESH & CHAIRS FOR 417/419 E DIVISION | 74.00 |
| OTTINGER, WAYNE | 08/14/2014 | UB refund for account: 14-2263-9 | 19.65 |
| PARAGON LABORATORIES, INC | 42078-80146 | SLUDGE SAMPLE FOR WM HAULING | 231.00 |
| PHILLIPS-NEMETH, JUNE | 08/14/2014 | UB refund for account: 03-1723-3 | 16.57 |

POST DATES 08/08/2014 - 08/21/2014

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GEN

| Vendor | | Description | Amount |
|------------------------------------|----------------|--|----------|
| PHILLIPSON, VICKIE | 8-13-14 | REIMBURSEMENT FOR RECEIPT BOOKS (FARMERS | 6.58 |
| POWER LINE SUPPLY, INC | 5852260 | 100W HPS FIXTURES - STOCK | 1,802.72 |
| POWER LINE SUPPLY, INC | 5852465 | CONDUIT STRAP KIT | 54.00 |
| POWER LINE SUPPLY, INC | 5852466 | ARRESTERS - STOCK | 577.19 |
| POWER LINE SUPPLY, INC | 5852467 | INSULATOR SPOOLS - STOCK | 57.19 |
| POWER LINE SUPPLY, INC | 5850618 | BRACKET CONDUIT | 310.08 |
| POWERNET GLOBAL COMMUNICATIONS | 32449696 | LONG DISTANCE SERVICE 7/12 TO 8/12/14 | 157.47 |
| PRECISION DATA PRODUCTS | I0000415114 | NETWORK SWITCHES CCDET/WWTP | 76.56 |
| PRECISION DATA PRODUCTS | I0000414960 | PRINTER INK CARTRIDGE | 33.54 |
| PROFFITT, JACQUELINE | 08/14/2014 | UB refund for account: 04-3004-5 | 165.51 |
| PUTNAM, RICHARD LEE | 08/14/2014 | UB refund for account: 16-1549-6 | 128.58 |
| QUILL CORPORATION | 4905462 | OFFICE SUPPLIES - FD | 44.66 |
| QUILL CORPORATION | 4825113 | GLOVES/OFFICE SUPPLIES | 184.38 |
| R&D SEWER RODDING & DRAIN CLEANING | 8/15/14 | SEWER RODDING-402 GRAY ST | 225.00 |
| REAL PRO SOLUTIONS, LLC | LM2177 | BLIGHT MOWING | 72.50 |
| REAL PRO SOLUTIONS, LLC | LM2165 | CCWS - MOW PENN PUMP HOUSES | 90.00 |
| REAL PRO SOLUTIONS, LLC | LM2166 | CCWS - MOW VANDALIA TOWER | 70.00 |
| REAL PRO SOLUTIONS, LLC | LM2169 | BRUSH HOGGING - LANDFILL | 1,000.00 |
| REAL PRO SOLUTIONS, LLC | LM2171 | MOW - INDUSTRIAL PARK R-O-W | 600.00 |
| REAL PRO SOLUTIONS, LLC | LM2172 | MOW - COMMERCIAL CENTER ROW | 400.00 |
| REAL PRO SOLUTIONS, LLC | LM2168 | BLIGHT MOWING | 87.00 |
| REAL PRO SOLUTIONS, LLC | LM2167 | BLIGHT MOWING | 68.15 |
| REAL PRO SOLUTIONS, LLC | LM2170 | 2ND COMMERCIAL CENTER MOWING | 545.87 |
| REAL PRO SOLUTIONS, LLC | HB1390 | BOARDING UP DAMAGED DOOR AT CITY HALL | 150.00 |
| REAL PRO SOLUTIONS, LLC | LM2182 | BLIGHT MOWING - 305 PENNSLYVANIA | 29.00 |
| RELIABLE DISPOSAL, INC #646 | 0646-000895703 | SLUDGE DISPOSAL DUMPSTER | 203.15 |
| RHOADES MCKEE | 244930 | NUBOUR LANDFILL LEGAL FEES | 125.00 |
| RICHIE BACON | 8/21/14 | AWARD AMOUNT | 600.00 |
| RICK KANDLSTORFER | 8/2/14 | REIMBURSE SEWER RODDING AT 453 E | 225.00 |
| RIETH-RILEY CONSTRUCTION COMPANY | 7170081 | ASPHALT | 98.55 |
| RIETH-RILEY CONSTRUCTION COMPANY | 7170069 | ASPHALT | 101.82 |
| RIETH-RILEY CONSTRUCTION COMPANY | 7170060 | ASPHALT | 100.74 |
| RIETH-RILEY CONSTRUCTION COMPANY | 7170092 | ASPHALT | 101.82 |
| RIETH-RILEY CONSTRUCTION COMPANY | 7170024 | ASPHALT | 90.02 |
| ROBSON, CORTNEY | 08/14/2014 | UB refund for account: 08-2215-19 | 21.50 |
| RUSSO, DAWN | 08/14/2014 | UB refund for account: 08-0101-3 | 6.32 |
| SAYLOR, SCOTT | 000001 | MOW - METER STATION | 30.00 |
| SAYLOR, SCOTT | 000002 | MOW - TELEGRAPH SUBSTATION | 30.00 |
| SAYLOR, SCOTT | 000003 | MOW - POPLAR SUBSTATION | 50.00 |
| SAYLOR, SCOTT | 000004 | MOW - RUDOLPHI WATER TOWER | 45.00 |
| SAYLOR, SCOTT | 000005 | MOW - WWTP GROUNDS | 175.00 |
| SAYLOR, SCOTT | 000001 | MOW - METERING STATION | 30.00 |
| SAYLOR, SCOTT | 000002 | MOW - TELEGRAPH SUBSTATION | 30.00 |
| SAYLOR, SCOTT | 000003 | MOW - POPLAR SUBSTATION | 50.00 |
| SAYLOR, SCOTT | 000004 | MOW - RUDOLPHI WATER TOWER | 45.00 |
| SAYLOR, SCOTT | 000005 | MOW - WWTP GROUNDS | 175.00 |
| SAYLOR, SCOTT | 000006 | MOW/TRIM - WWTP LAGOONS | 500.00 |
| SCHERER, JOE DBA LONELY PI | 9/14 | 9/14 INT PMT ACCT 7508450033 | 6,174.53 |
| SEMCO ENERGY GAS COMPANY | 0148902.500 | GAS SVC 7/3 TO 8/4/14 | 12.44 |

| Vendor | | Description | Amount |
|-----------------------------------|------------------|---|-----------|
| SEMCO ENERGY GAS COMPANY | 0149080.500 | GAS SVC 7/3 TO 8/4/14 | 19.06 |
| SEMCO ENERGY GAS COMPANY | 0146763.501 | GAS SVC 7/2 TO 8/1/14 | 43.62 |
| SEMCO ENERGY GAS COMPANY | 0149077.500 | GAS SVC CITY HALL 7/3/14 TO 8/4/14 | 14.34 |
| SEMCO ENERGY GAS COMPANY | 0346992.502 | GAS SVC 7/1 TO 7/31/14 | 12.44 |
| SEMCO ENERGY GAS COMPANY | 0148809.501 | GAS SVC FD - 7/3/14 TO 8/4/14 | 13.39 |
| SEMCO ENERGY GAS COMPANY | 0147944.500 | GAS SVC 7/2/14 TO 8/1/14 - AIRPORT | 13.39 |
| SEMCO ENERGY GAS COMPANY | 0149089.500 | GAS SVC DEPOT 7/3 - 8/4/14 | 14.34 |
| SHELL OIL COMPANY | 0000000652605234 | FUEL PURCHASES | 35.62 |
| SILVER CREEK TOWNSHIP | 8/1/14 | REIMBURSEMENT FOR ELECTRIC SERVICE | 303.90 |
| SLC METER LLC | 29349 | 5/8" METER BODIES | 762.60 |
| SYMONDS MACHINE COMPANY | 53892 | WWTP METERS & ELECTRONICS | 3,252.00 |
| TACKETT, WENDEE LYN | 08/14/2014 | UB refund for account: 05-0130-13 | 19.73 |
| THE RIDGE COMPANY | 577534 | WIPERS/CLEANER - FDV #280 | 34.64 |
| THE RIDGE COMPANY | 577861 | WIPERS PD VEH #121 | 31.98 |
| THE RIDGE COMPANY | 576779 | FAN - DART #110 | 42.33 |
| THE RIDGE COMPANY | 575951 | RETURN ADAPTER | (2.03) |
| THE RIDGE COMPANY | 575690 | FUEL/OIL FILTERS - GEN SETS PULL BEHIND | 64.04 |
| THE RIDGE COMPANY | 577329 | SL - SWITCHES/ADAPTER/COUPLER | 66.99 |
| THE RIDGE COMPANY | 577664 | RECEIVER TUBE APADTER #7 | 21.44 |
| THE RIDGE COMPANY | 577848 | BRAKE PADS/TIE ROD ENDS (#3) | 222.50 |
| THE RIDGE COMPANY | 577997 | STROBE (#11) | 79.00 |
| THE RIDGE COMPANY | 578585 | HYD HOSE FITTINGS/SPARK PLUGS (#5) | 177.32 |
| THE RIDGE COMPANY | 578649 | HYD HOSE FITTINGS (#5) | 55.30 |
| THE RIDGE COMPANY | 578599 | ADAPTERS (#5) | 8.66 |
| THE RIDGE COMPANY | 578553 | BUSHING KIT (#5) | 3.82 |
| THE RIDGE COMPANY | 578496 | RIGHT OUTER TIE ROD END (#3) - CREDIT | (102.88) |
| THE RIDGE COMPANY | 578404 | TUBING - POLESAW | 0.92 |
| THE RIDGE COMPANY | 578610 | OIL FILTER (#5) | 18.20 |
| THOMAS & ELLEN KINGSLEY | 8-6-14 | AWARD AMOUNT | 300.00 |
| TOXOPEUS, DAVID | 100254 | SS UNIFORM T-SHIRTS | 240.00 |
| TOXOPEUS, DAVID | M3903290-00 | SS UNIFORM T SHIRTS | 42.90 |
| TOXOPEUS, DAVID | M3869003-00 | SS UNIFORM T SHIRTS | 31.92 |
| TURF SERVICES | 34250 | IRRIGATION REPAIR - MUSEUM | 66.25 |
| TURF SERVICES | 34284 | IRRIGATION REPAIR - BURKE PARK | 77.46 |
| UNDERWOOD'S SHOES & FORMAL WEAR | 1475 | BOOTS - BRADFORD | 179.98 |
| UNUM LIFE INSURANCE CO OF AMERICA | 0150597-001 0 | LIFE INSURANCE SEPT 2014 | 1,065.57 |
| US BUSINESS SYSTEMS, INC | IN33918 | POLICE PRINTER MAINT. | 1,348.53 |
| VANDERVRIES, EDWARD | 9/14 | ASSESSING SERVICES 9/14 | 1,775.00 |
| VICKERY, JASON | 08/14/2014 | UB refund for account: 02-1583-11 | 162.47 |
| VICKY JAMES | 8-6-14 | AWARD AMOUNT | 250.00 |
| WASTE MANAGEMENT OF MICHIGAN | 8367065-1710-6 | DUMPSTERS/TRASH CART - 8/14 | 494.14 |
| WIGGINS, DANIEL | 7-28-14 | MILEAGE REIMBURSEMENT (DLAD HEARING) | 23.73 |
| WIGHTMAN & ASSOCIATES, INC | 47711 | MIDDLE CROSSING/M-51 CMAQ PROJECTS | 9,753.43 |
| WILMA WALSHLEGER | 8-6-14 | AWARD AMOUNT | 350.00 |
| ZBATTERY.COM, INC | I166782 | DOUBLE A BATTERIES | 22.85 |
| Total: | | | 99,076.07 |