

ARTICLE III - MANAGEMENT RIGHTS

Except as provided in this Agreement, it is agreed that the management of the Manitowoc Police Force is vested exclusively in the Employer as follows:

- (a) To direct and supervise all operations of the Manitowoc Police Department.
- (b) To establish reasonable work rules and enforce said work rules.
- (c) To hire, promote, transfer, assign, and retain employees except as limited by this Agreement.
- (d) To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- (e) To introduce new or improved equipment.
- (f) To determine the procedure, means and equipment by which operations are to be conducted.
- (g) To take whatever action is necessary to carry on the functions of the City in situations of emergency.
- (h) To utilize temporary, part-time or seasonal employees, provided such employees shall not perform work of the bargaining unit and shall not be utilized for the purpose of eliminating or displacing full-time employment.
- (i) To contract out for police services only under emergency situations if all available patrol officers are working. There shall be no subcontracting of bargaining unit work.
- (j) All employees of the bargaining unit shall reside within 25 mile radius of the Police Department within six months after completion of the probationary period (Appendix C). Any person covered by this Collective Bargaining Agreement who does not reside within a 25 mile radius of the Police Department as stated above shall be entitled to a hearing before the Personnel Committee (or the Committee responsible for Personnel) of the Manitowoc Common Council. The employee shall be given the opportunity to present his or her position as to the reason the employee is not residing within Manitowoc County. Should the Personnel Committee of the Manitowoc Common Council determine that the employee must reside within a 25 mile radius of the Police Department or be discharged, and if the employee fails within 60 days of the decision by the Personnel Committee to establish residency within a 25 mile radius of the Police Department, the Personnel Committee has the authority to recommend to the Manitowoc Common Council that the employee be discharged. No employee may be discharged for non-residency unless

approved by the Manitowoc Common Council. Any discharge for non-residency is subject to the grievance procedure of this contract. The City of Manitowoc agrees to hold the Association harmless from any legal action resulting from the enforcement of this provision of this contract.

The Association and the employees agree that they will not attempt to abridge these management rights and the City agrees that it will not use these management rights to interfere with rights established under this Agreement or for the purpose of undermining the Association or discriminating against any of its members.

Any dispute with respect to the reasonableness of the application of said management rights with employees covered by this Agreement may be processed through the grievance and arbitration procedure contained herein.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure.

(a) Definition. A grievance shall be defined as any dispute or misunderstanding which may arise between the Employer and the employee(s) or between the Employer and the Association. Grievances shall be handled and settled in accordance with the following Procedure:

Step 1. Any employee covered by this Agreement who has a grievance shall report his grievance to the steward or other representative of the Association. The steward or other representative shall investigate the grievance thoroughly with the grievant's immediate supervisor. This discussion shall take place within thirty (30) days after the Association knew or should have known of the incident out of which the grievance arises. As far as can be reasonably expected, in the event of a grievance, the employee shall continue to perform the assigned tasks and grieve later. The immediate supervisor shall dispose of the grievance within ten (10) days of this meeting.

Step 2. If the Employee(s) or the Association is not satisfied in Step 1, the Employee(s) or the Association may, within ten (10) days after receiving the Supervisor's decision, set forth the grievance in writing, date it and give it to the Chief of Police for investigation and written disposition within ten (10) working days.

Step 3. In the event the grievance is not satisfactorily settled in Step 2, the Association or the grievant(s) may request a meeting with the Personnel Committee in writing within ten (10) days of the disposition by the Chief of Police. The Personnel Committee shall meet with the Association within thirty (30) days after receipt of the request mentioned above and shall give its response in writing to the Association and employee(s) within ten (10) days following said meeting.

Appendix C - Residency Map of 25 Mile Radius

