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A G R E E M E N T

CITY OF NORTON SHORES

AND

POLICE OFFICERS LABOR COUNCIL

JULY 1, 1997 - June 30, 2000

Norton Shores, City of

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A G R E E M E N T

THIS AGREEMENT entered into as of the 1st day of July, 1997, between the CITY OF NORTON SHORES, a Municipal Corporation, with its principal office located at 4814 Henry Street, Norton Shores, Michigan (hereinafter referred to as the "Employer"), and POLICE OFFICERS LABOR COUNCIL, NORTON SHORES PATROL DIVISION (hereinafter referred to as the "Union").

P R E A M B L E

THIS AGREEMENT entered into by Employer and the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of hours, wages and other terms and conditions of employment.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

Section 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below as certified by

the Michigan Employment Relations Commission Case No. R 74 J-404 dated December 26, 1974.

Section 1.2 All regularly scheduled part-time and full-time police officers but EXCLUDING supervisors and all other employees.

ARTICLE II

EMPLOYEE, UNION AND EMPLOYER RIGHTS AND RESPONSIBILITIES

A. The Union, as the sole and exclusive bargaining representative of the employees, and the Employer, each shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended from time to time, and other applicable Michigan Public Acts now or hereafter enacted.

B. Management Rights.

Section 2.1 The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs. These rights are abridged, modified, or limited by this Agreement only to the extent that they are specifically and expressly abridged, modified or limited.

Section 2.2 The Employer hereby retains and reserves solely and exclusively unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by its charter and the laws and Constitution of the State of Michigan and the United States. Such rights, by way of illustration, but not of limitation, being partially set forth as follows:

(a) Decide the kind of services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, method of service or materials, tools and equipment.

(b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made or used and the price to be paid.

(c) Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance and repair work, office services.

(d) Determine the number, location and types of its buildings and facilities, discontinuance temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities, move operations from one location to another.

(e) Determine the size of the work force and increase or decrease its size; to hire, assign and lay off employees, to effect reduction or hours worked.

(f) Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in

any department.

(g) Determine lunch, rest periods, and clean-up time; determine the starting and quitting time and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule.

(h) Discipline and discharge for cause; adopt, revise and enforce departmental rules; provided, however, that management shall first consult with the Union prior to any such amendment; such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner; applications of the rules in instances or alleged violation shall be subject to the grievance procedure; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(i) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications within the Department when such assignment is, in the management's judgment, necessary regardless of the availability of work in their regular classification; require employees to give instruction or the City itself may give instruction in special

training for selected employees.

(j) To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when necessary for the conduct of municipal services, unless otherwise restricted by this Agreement, however, the Employer shall not permanently and regularly assign non-bargaining unit employees to perform bargaining unit work.

Section 2.3 All of the rights, functions, powers and authority, whether or not listed above, and whether or not exercised, are fully retained and reserved to the Employer except as those rights, functions, power and authority are expressly and specifically limited by other provisions of this Agreement.

ARTICLE III

NON-DISCRIMINATION

Section 3.1 Nothing contained in this Agreement shall be used, interpreted or applied by either party to discriminate against any employee because of the individual's race, color, religion, sex or national origin, or age, or other legally protected category except as such is permitted by applicable law.

Section 3.2 Any complaint or charge by any employee that the above paragraph has been violated shall not be a proper subject for the grievance procedure of this Agreement but may only be processed pursuant to the applicable statutory procedures and with the appropriate administrative agencies.

Upon request of any employee who is claiming discrimination, a conference will be held with one representative from each party present.

Section 3.3 Neither the Employer nor the Union shall interfere with or discriminate in any way against any employee in the bargaining unit by reason of his membership or non-membership in the Union, his payment or nonpayment of dues, assessments and initiation fees to the Union, or his activity or non-activity required by this Agreement, nor shall the Employer or the Union encourage or discourage membership in the Union.

ARTICLE IV

UNION ASSOCIATION AND DUES COLLECTION

Section 4.1 Employees shall have the right to join, not join, maintain or discontinue their membership in the Union or to pay, or not pay, a service fee, except as provided in Section 4.2 below regarding the payment and collection of service fees. Neither the Employer nor the Union shall coerce, interfere or discriminate against any employee with regard to such matters.

(a) Commencing on the effective date of this Agreement all existing employees who are then paying or who thereafter voluntarily commence paying to the Union a service fee equivalent to the amount of dues uniformly required of its members shall, as a condition of continued employment, continue to do so for the term of the Agreement.

(b) All employees hired after the effective date of this Agreement shall, after 60 days of employment, as a condition of employment, commence payment of and continue payment of such service fee for the term of this Agreement.

(c) All employees who, on the effective date of this Agreement are not paying such service fee need not do so as a condition of employment.

Section 4.2 The Employer agrees to deduct from the wages of any employee such service fee uniformly required provided the employee has voluntarily signed a check-off authorization card in the following form:

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD
667 E. Big Beaver, Suite 205, Troy, Michigan 48083

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$24.00 per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the tenth of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE.

<hr/>			
(Print) Last Name	Fire Name	Middle Initial	
<hr/>			
Address	City	State	Zip
<hr/>			
Social Security Number	Signature	Date	

Section 4.2 Upon receipt of a written authorization card from an employee in the above form, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for such representation fee. These deductions shall be made from the employee's paycheck each month and shall be made from the second paycheck of each month as required commencing with the month after the card is received. The Employer further agrees that these funds shall be remitted to the Union as set forth above. Further, upon receipt of a proper authorization card from an employee for deduction of a representation fee for Police Officers Labor Council, the Employer shall deduct from the employee's pay the amount owed and remit to the Union in the same manner and time.

Section 4.3 There shall be no collection of such dues, special assessments, initiation fees or service charges at any time during an employee's working hours on the Employer's premises or in Employer vehicles.

Section 4.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the employee in making such deductions.

In the event of duplicate payments or a deduction not in conformity to the law or the Union Constitution or bylaws, refunds to the employee will be made by the Union to the employee.

Any dispute which may arise as to whether or not an

employee has paid the amounts provided above or has signed or revoked such authorization form may be processed as a grievance pursuant to Article VII.

ARTICLE V

SPECIAL CONFERENCES

Section 5.1 The Employer and the Union agree to meet and confer on matters of general interest for the mutual benefit of both parties upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

Such matters shall not relate to any subject that is properly one to be processed as a grievance and neither shall there be any obligation to enter into any negotiations regarding the resolution of the subject matter.

Discussion shall be limited to matters set forth in the request. Special conferences shall be held within fifteen (15) calendar days of the receipt of the written request at a time and place designated by the Employer. Each party shall be represented by not more than two (2) persons at special conferences and if non-employee representatives are to be present, the parties shall so notify each other. When any agreement has been reached requiring action by either party, such action shall be taken as soon as is practicable or at the time agreed upon.

Safety matters may be a topic for a special conference

even though it may be a subject for a grievance.

Section 5.2 The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one (1) hour immediately preceding a meeting for which a written request has been made.

Section 5.3 Employee representatives of the Union at special conferences shall be paid by the Employer for time spent in special conferences in accordance with Article VI.

ARTICLE VI

UNION REPRESENTATION

Section 6.1 For purposes of administration of the Grievance Procedure employees shall be represented by one (1) Union representative and one (1) alternate. The Union shall furnish the Employer a list of names of the Union representative and alternate and shall keep the list current at all times.

Section 6.2 When requested by an employee, the Union representative may investigate any grievance and assist in its representation. For grievances involving matters of immediate employee safety and lost time discipline and upon approval of the supervisor, the Union representative may leave his work without loss of pay to investigate the grievance. Such approval shall not be unreasonably withheld. Other grievances will be investigated, and processed and otherwise handled by the Union representative and employee outside of the employee's and Union

representative's regular hours of work.

Section 6.3 When an employee represents his own grievance without intervention of a representative, the Union representative shall be given an opportunity to be present and no settlement shall be inconsistent with the terms of this Agreement.

Section 6.4 Members of the Union Grievance Committee shall be compensated for all lost time at their regular rate of pay for all joint grievance meetings which are agreed to be held during their scheduled working hours.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 A grievance is any dispute, controversy or difference between (a) the parties; or (b) the Employer and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof or any disciplinary action.

Section 7.2 Any grievance not timely initiated or taken to the next step shall be considered void or settled on the basis of the Employer's last answer and any failure on the part of the Employer to timely reply shall cause an automatic appeal to the next step.

Section 7.3 Grievances shall be processed in the following manner and within the stated time limits.

STEP 1

(a) Any employee or group of employees having a specific grievance shall take it up with the immediate supervisor involved in the matter within seven (7) calendar days following the occurrence of the alleged grievance. The supervisor shall attempt to adjust the matter by oral discussion with the employee in a manner not inconsistent with the terms of this Agreement. Such oral discussion shall be held not more than four (4) calendar days following the first presentation of the grievance and the employee may request his Union representative to be present at the discussion.

(b) An oral response shall be given by the supervisor within three (3) of the supervisor's work days following the discussion. In the event such supervisor is not available within seven (7) calendar days, such time limits may be extended in writing by mutual agreement for an additional seven (7) calendar days. Thereafter, an appointed designee may hear the matter.

STEP 2

If the grievance is not settled in Step 1, it shall be reduced to writing on an appropriate form signed by the aggrieved employee or group of employees and the Union representative, and shall be presented to the Chief of Police or his designee, in his absence, within seven (7) calendar days after the response of the supervisor is given, not including the day the response is given.

The Chief of Police or his designee, in his absence, shall provide an opportunity for a meeting with the employee for the purpose of discussing the grievance at a time and place mutually agreed upon but not later than ten (10) calendar days following receipt of the grievance.

A written reply shall be given to the grievance within six (6) calendar days after the meeting, not including the day of the meeting. Such reply shall be given to the Local President either personally or by mail postmarked no later than the last day specified herein for such reply.

The Union may initiate its grievance at this Step 2 of the grievance procedure and must process them through Step 3 before they are taken to arbitration. A Union grievance is one in which a right given specifically to the Union as such by this Agreement is alleged to have been violated. Such grievance must be filed in writing within seven (7) calendar days of its occurrence or shall be void.

STEP 3

If the grievance is not settled at Step 2, the aggrieved employee may appeal by presenting a copy of the grievance to the Personnel Director within ten (10) working days following the time of the receipt of the answer from the Chief of Police or his designee. The Personnel Director and the Union Grievance Committee shall meet within ten (10) calendar days of the Personnel Director's receipt of the appeal. The Personnel Director shall submit a written disposition of the matter within

five (5) working days of the conclusion of the meeting. If the grievance is settled at Step 3, the grievant and the Committee shall sign the grievance, stating that result.

STEP 4

If the grievance is not settled in Step 3, it shall be delivered to the City Administrator within ten (10) calendar days after receipt of the Step 3 answer and such delivery shall be made by delivery to the City Administrator, or in his absence, his office representative.

The City Administrator shall meet with the Union Grievance Committee within fifteen (15) calendar days following delivery of the grievance to the City Administrator.

The City Administrator shall deliver his written finding within fifteen (15) calendar days after the close of the hearing and deliver such finding to the Local Union President.

ARBITRATION

In the event the answer by the City Administrator in Step 4 is not satisfactory to the Union then within thirty (30) calendar days following the date of receipt of the Administrator's answer, the Union only, and not an individual employee, may file a demand for arbitration with the City Administrator, all pursuant to the following rules and conditions:

(a) The decision of the Arbitrator shall be final and binding.

(b) Upon receiving a list of arbitrators from the Federal Mediation & Conciliation Service, the parties shall

attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the Federal Mediation & Conciliation Service.

(c) Only one grievance shall be heard by an arbitrator at any one appointment.

(d) The arbitrator shall have authority to decide matters involving the interpretation and application of this agreement or any disciplinary action and shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement, or any agreements made supplemental hereto, or any authority to hear or determine any dispute involving wage rate(s), or job classifications.

(e) The costs and expenses of the arbitrator shall be shared equally by the parties.

(f) Any grievance not taken to arbitration within the above-stated time limits shall be deemed settled based upon the Employer's last answer.

ARTICLE VIII

NO STRIKES AND NO LOCKOUTS

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, mass sickness, or inter-

ference of the operations and services of the Employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises, during the life of this Agreement.

Section 8.1 The Union agrees it will take reasonable affirmative action to prevent or stop any or all such activity above mentioned by notifying the employee that it disavows these acts.

The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement; provided, that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure.

Section 8.2 The committeemen and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

Section 8.3 The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE IX

DISCHARGE AND DISCIPLINE

Section 9.1 The Employer and the Union shall subscribe to the doctrine of progressive discipline pursuant to the City Ordinance 148.

The Employer shall not discipline, discharge nor suspend without pay any employee except for just cause. Discharge or suspension must be by proper written notice to the employee with a copy to the Union President, citing specific charges.

Oral reprimand shall not be valid unless a written notation is placed in the employee's file, with a copy to the affected employee prior to placing in the employee's file.

An employee who is asked to attend any interview with Employer for investigatory purposes which may lead to lost time discipline or discharge may request a Union representative to be present.

Section 9.2 Where a locker of an employee is to be opened for possible disciplinary purposes, it shall be done in the presence of the employee and his Union representative, if so desired.

Section 9.3 Written warnings for rule infractions or any letters or records of complaints from supervisors, City Officials or private citizens shall be removed from an employee's file where there have been no infractions for a period of twelve (12)

months. Letters or records of complaints shall not be placed in an employee's file until the employee is aware of the letter or record and there has been an appropriate departmental review of the complaint.

In the event that an employee initiates a grievance on a disciplinary action, the content of the disciplinary action and the grievance steps shall remain confidential until the grievance is resolved. The Employer will maintain the security of all written material related to the action and the grievance until the grievance is resolved.

Any disciplinary action against an employee shall be presented to him within fifteen (15) calendar days of the Employer's knowledge of it. The Employer may extend the time for five (5) calendar days in the event the investigation is not completed, with notice to the employee of the extension.

The term "disciplinary action" shall apply to any oral or written reprimand, suspension or discharge given to an employee or group of employees by a supervisor or his designee for any alleged violation of the Employer's Rules, Regulations, Policy or City Ordinance.

Section 9.4 When an employee covered by this Agreement is charged with a criminal offense, a complete investigation shall be conducted by the Chief of Police. Based on the investigation, the suspension resulting from the charge may be with pay or without pay. If a suspension resulting from the charge is without pay, the matter shall be immediately processed at Step 3

of the grievance procedure.

Section 9.5 Whenever feasible, discipline will occur on duty. If off-duty discipline becomes necessary, the Chief of Police will first consult with a Union employee representative before administering the discipline.

ARTICLE X

PROBATIONARY PERIOD AND SENIORITY

Section 10.1 All employees hired into the unit on a full-time basis shall be considered as probationary employees for a period of one year, and those hired into the unit on a part-time basis shall be considered as probationary employees for a period of two years. Where a part-time officer who has already fulfilled his probationary period is hired as a full-time officer, his probationary period as a full-time officer shall be six (6) months.

The Employer may, in its discretion, extend the probationary period for the period of time equal to any excused absence of more than thirty (30) consecutive calendar days. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire.

Except for lawful Union activity, probationary employees may be discharged, laid off, disciplined or otherwise terminated without recourse to the grievance process and there

shall be no responsibility of reemployment by the Employer.

When two or more persons have the same date of hire, they shall have their relative seniority determined by their relative score on the entrance examination.

Section 10.2 Seniority is defined as the employee's continuous length of service in the unit from his last date of hire in the unit to either a full-time or part-time list and shall be applied only as specifically set forth in this Agreement.

(a) There shall be two separate seniority lists composed of (1) full-time employees; and (2) part-time employees respectively. Such lists shall be fixed and agreed upon at the time of execution of this Agreement.

Employees shall have seniority credit on only one list at any one time.

Section 10.3 An employee shall lose his seniority and his employment shall be terminated for the following reasons only:

- (a) Voluntary resignation.
- (b) Discharge for cause.
- (c) Failure to report for work upon termination of a leave of absence.
- (d) Failure to report for work from layoff, after notice has been sent in accordance with Article XI, Section 11.3.
- (e) Off the active payroll on layoff for a period of the length of his seniority at the time of the layoff or two (2) years, whichever is less.

(f) Absent from duty for three (3) full consecutive assigned shifts without just excuse or cause. Employees are to call in their absence with an acceptable excuse prior to the start of their shift or as soon thereafter as possible.

(g) Retirement.

Section 10.4 Seniority shall be either on a full-time or part-time basis in accordance with the employee's last date of hire, on either the full-time or part-time list.

(a) The seniority list of the date of this Agreement shall show the rates, names and job titles of all employees of the unit entitled to seniority according to classification.

(b) The Employer shall keep the seniority list up to date and posted at all times and shall provide the local Union membership with up-to-date copies by January 1 of each year.

Section 10.5 Non-Unit Seniority Application.

(a) Persons who previously were in positions now covered by this Agreement but took positions outside the unit shall maintain their seniority as of the date of taking such outside position.

(b) Effective upon the execution of this Agreement, an employee thereafter accepting a position outside the unit shall retain his seniority to the date of such acceptance but shall not accumulate seniority thereafter, subject to the following:

(i) For the first thirty (30) days from the date of an assignment to an outside position, an employee may voluntarily or upon request of the Employer be returned to the bargaining unit without loss of seniority.

(ii) After said thirty (30) day period, the Union shall have no jurisdiction under this contract over such personnel and any decisions affecting such personnel, such as promotion, demotion or discharge, shall be in the Employer's sole discretion and shall be final.

(c) Should the Employer determine that the person so assigned will be returned to the bargaining unit for any reason after said thirty (30) day period, such person shall displace the least senior employee with less seniority on the appropriate seniority list. Such person shall have only that amount of seniority as defined in (a) and (b) above.

ARTICLE XI

LAYOFF AND RECALL

Section 11.1 Layoff is defined as a force reduction resulting in a separation from active employment for such reasons that are justifiable under the particular circumstances, which are by way of example but not by way of limitation; economic factors, loss of work requirements and other similarly work-related conditions.

(a) Any layoff for three (3) consecutive workdays or less for unforeseen emergency reasons may be made without regard to the procedure set forth herein up to six (6) times for the duration of the agreement, but not more than two (2) times in each contract year. Layoffs affecting specially funded employees may be made pursuant to applicable regulations without regard to

the procedure set forth herein so that the regular employee is laid off for the minimum possible time.

Section 11.2 (a) In the event of a layoff of full-time employees which will exceed three (3) workdays the following procedure will be used.

(1) If a full-time employee is to be laid off it shall be the full-time employee on probation and then the least senior full-time employee, providing:

(i) those full-time employees remaining have the qualifications to perform the available work.

(ii) part-time employees have first been laid off or are on lay off whose hours are equivalent in number to the hours of the full-time employee to be laid off.

This procedure shall apply for each full-time employee to be laid off.

(2) Simultaneously with such layoff, the Chief of Police may reassign remaining employees to any division, shift or assignment as in his judgment will best effectuate the operation of the Department.

If the same assignment is available on more than one shift, the most senior officer to be assigned will have a choice of shifts, at such time as the Chief of Police determines it is feasible.

(3) Any full-time employee who is to be laid off may displace any one or more of the remaining part-time employees or their scheduled hours on the regular part-time schedule, subject to the review of the Chief of Police so that an orderly

schedule may be maintained.

(4) Such full-time employee who chooses to displace assigned part-time employees shall receive the top rate, not greater than his or her existing rate, and benefits of part-time employees, except the Employer shall continue the Hospitalization program for three (3) months after the month of such choice.

(5) During such layoff, the regular schedule of part-time hours will not be increased.

(b) Whenever a layoff of a part-time employee is to occur which will exceed three (3) workdays, the probationary part-time employee and then the least senior part-time employee will be first laid off.

Part-time employees who are laid off will not be permitted to displace a full-time employee regardless of seniority.

Section 11.3 Employees to be recalled from layoff shall be given seven (7) calendar days to report after notice has been received by certified mail to their last known address as shown on the Employer's record.

Employees who decline recall or who, in the absence of extenuating circumstances, fail to report as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority lists.

Section 11.4 Employees shall be recalled from layoff to their respective seniority lists in inverse order of layoff beginning with the more senior employee first, in accordance with

their seniority, before any other persons are selected for employment, provided they are qualified to perform the available work.

All full-time employees on layoff shall be offered a recall before any part-time employee is recalled, and all part-time employees shall be offered recall to a part-time opening before any probationary employee or outside recruitment is sought for part-time employment.

It shall not be required that any laid-off probationary employees be offered employment. Any such offer shall be at the discretion of the Employer.

Section 11.5 Upon advance discussion with the Union officers, the Employer may reduce the workweek to not less than thirty-six (36) hours for all employees in lieu of a force reduction but not longer than six (6) weeks in any twelve month period.

No such reduction shall take place without fifty percent (50%) reduction in part-time employee hours.

For each employee affected, the reduction shall occur in one shift.

Section 11.6 Where the part-time program has been indefinitely suspended, then any part-time employees with recall rights shall be notified of any full-time vacancy and recalled in order of seniority, provided they are qualified to perform the available work.

Section 11.7 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

Section 11.8 Temporary layoff for consecutive periods shall not be used to avoid the operation of Section 11.2(a) above.

ARTICLE XII

VACANCIES

Section 12.1 A vacancy is defined as any full-time position within the bargaining unit which the Employer intends to fill after reassignment or transfer of other full-time employees and that has been vacated either by the termination of a full-time employee or the creation of an additional regular full-time position in the unit.

Section 12.2 Whenever any such vacancy occurs, the Employer may first reassign or transfer existing full-time employees and thereafter, the resulting vacancy that exists shall be filled by recruiting among part-time employees and non-employee applicants, and preference for the position shall be given to the most qualified applicant. Where the applicants are equally qualified preference shall be given to the part-time employee applicant. Where there are two (2) or more part-time employee applicants whose qualifications are equal, then the preference for the position shall be for the most senior applicant.

Section 12.3 A regular full-time employee is defined as one who works a regular schedule of thirty-five (35) hours per week or more. A part-time employee is defined as an employee who works less than thirty-five (35) hours per week.

Section 12.4 Whenever a vacancy occurs, the Employer may

fill the position on a temporary basis with part-time officers for a period of not more than three (3) months after the vacancy is announced.

ARTICLE XIII

UNPAID LEAVE OF ABSENCE

Section 13.1 Full-time employees who have completed their probationary period may request an unpaid leave of absence for not more than twelve (12) consecutive months and the granting of such leave shall be discretionary with the Employer.

Section 13.2 All leaves must be applied for in writing on a form to be provided and any approval or denial must also be in writing on said form.

Section 13.3 Full-time employees who have completed their probationary period may request an educational leave for further professional police training for not more than twelve (12) consecutive months and the granting of such leave shall be discretionary with the Employer. The request and the Employer's response shall be in writing on an appropriate form.

Section 13.4 Full-time employees with seniority are eligible for leave to attend any and all Union conventions, provided such leave is requested at least thirty (30) days in advance. A total of ten (10) man days per year shall be allowed; such days shall not accumulate from year to year.

Upon return from a Union convention leave, employees shall be reemployed at work with accumulated seniority and fringe

benefits.

Section 13.5 All leaves granted pursuant to this Article shall be without pay. No seniority and no monetary fringe benefit, such as insurance, vacation credit, holiday pay or similar benefit shall continue beyond the first day of the month following the beginning of the leave, except as otherwise specifically set forth.

Section 13.6 Employees who enter the military service shall be granted leaves of absence and shall be returned from leave in accordance with the applicable Federal and State laws and regulations.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1 Sick Leave.

(a) All full-time employees shall be eligible for accumulation of sick leave days of one workday (8 hours) for each month of service.

"Service" shall include days compensated for by reason of sick leave, holidays, vacation or other "paid-for days" leave of absence, but not in excess of twelve (12) consecutive months, including the month said leave commenced; and shall not include days on layoff.

(b) Sick leave shall be granted for the following:

(1) Personal injury not covered by Worker's Compensation;

(2) Personal illness;

(3) Enforced quarantine in accordance with community health regulations;

(4) The serious illness or injury of the employee's immediate family as defined in Article XIX, Section 19.1, requiring his attendance. Advance approval from the Chief of Police should be acquired in this instance.

(c) Sick leave pay shall be at the rate of eight (8) hours pay at the employee's straight-time hourly rate for each full day of absence.

When a holiday occurs during an employee's sick leave and the employee is otherwise eligible for holiday pay, it will not be counted as part of the sick leave time.

(d) Advance of Sick Leave.

In those cases where an employee has qualified for sick leave and has exhausted all vacation and sick leave accumulations, the Employer may authorize an extension of sick leave with compensation for a maximum of twenty (20) working days, if the employee is expected to be able to return to work. Such days shall be on a loan basis and repaid at the regular rate of accumulation upon return to work. Upon the expiration of all vacation and sick leave benefits, the Employer may grant a leave of absence, without pay or benefits and with no accumulation of seniority, for a period not to exceed twelve (12) months.

(e) Sick Leave Administration.

Sick leave shall be administered as follows:

(1) Requests. Requests for sick leave should

normally be made before an employee is regularly scheduled to report for duty and where possible, on extended leaves, in writing.

(2) The Employer reserves the right to verify the reported sickness of an employee and, depending upon the frequency of the absences, may require a doctor's certificate for absence due to sickness or injury.

The Employer may require a medical examination of the employee by its own physician to verify the illness or injury or the ability to return to work.

(3) Sick Leave Charges. Sick leave shall be chargeable only when used on regularly scheduled workdays or work periods. Employees shall be charged for the amount of authorized time that they are absent from their shift due to being sick.

(f) Should an employee report for his regularly scheduled shift and become injured during his tour of duty necessitating him to leave prior to completion of his shift, such employee shall not be charged for a day of sick leave and shall be compensated for the full shift.

(g) An employee who expects to be absent on sick leave shall notify his shift commander or the designated person or place as promptly as practical depending on his circumstances, and whenever possible prior to the start of his scheduled shift, or shall lose sick leave compensation for that day.

(h) No payment for unused sick leave shall be made upon termination of employment, except that 50 percent of all unused sick leave days accumulated after that date which are in

excess of 125 sick leave days shall be paid to the employee upon retirement.

(i) Effective July 1, 1994, the 125 sick days shall be changed to 120 days for an employee who retires in fiscal year ending June 30, 1995.

(ii) Effective July 1, 1996, the 120 sick days shall be changed to 115 days for an employee who retires in fiscal year ending June 30, 1997.

(iii) Effective July 1, 1998, the 115 sick days shall be changed to 110 days.

(iv) Effective July 1, 1999, the 110 sick days shall be changed to 105 days.

Section 14.2 Further extension beyond the return date designated in Section 14.1(d) above may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Such request for and granting of the extension must be in writing.

Section 14.3 Full-time employees with seniority shall be granted a leave of absence with pay, less jury duty compensation, for time lost from work while required to serve on jury duty for not to exceed sixty (60) calendar days.

There shall be no loss of seniority or other fringe benefits while serving on jury duty.

Section 14.4 Pregnancy disability shall be considered as an illness disability under this Article

ARTICLE XV

RETURN TO WORK FROM LEAVE OF ABSENCE

Section 15.1 An officer with seniority returning from a leave of absence shall be returned to a position designated by the Chief in his discretion for which the officer is qualified and to which the officer's seniority entitles him/her at the appropriate step on the pay scale.

Section 15.2 A probationary officer returning from a leave of absence may be returned to an available vacancy designated by the Chief in his discretion for which the officer is qualified.

ARTICLE XVI

HOURS OF WORK

Section 16.1 A regular workweek for regular full-time employees shall consist of forty (40) hours. A normal workday for a full-time employee shall be eight (8) hours, unless otherwise scheduled.

Section 16.2 Except as hereinafter provided, at the discretion of the Chief of Police, all full-time employees will be paid one and one-half their straight-time hourly rate or shall receive compensatory time off at one and one-half times their straight-time hourly rate for all authorized hours worked in excess of their eight (8) hour shift or in excess of eighty (80) hours in a pay period which would include authorized court time, provided, however, that hours worked in excess of eight (8) or eighty (80), as the case may be, for purposes of adjusting swing

shifts, shall not be compensated as overtime hours. There shall be no pyramiding of hours for purposes of computing overtime pay.

In lieu of overtime pay, upon request by an employee, such employee may be allowed compensatory time off with pay at his/her regular straight time hourly rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee shall be allowed to accumulate a maximum of 48 hours of compensatory time. All unused compensatory time shall be paid to the employee on the first pay period of December of each year. Employees requesting compensatory time off must make such request no less than five days in advance of the requested time off. Any compensatory time off shall be taken at a time approved by the Chief of Police.

Section 16.3 Overtime shall be mandatory at the discretion of the Chief of Police.

Section 16.4 Overtime Assignment. Whenever a temporary absence occurs on a shift and the Employer determines that such absence should be covered or when extra-duty assignments become available and the Employer has less than twelve (12) hours' notice of that absence of availability, it may be filled by offering it to such full-time employees either on a full or partial shift basis as the Chief, in his discretion, shall determine.

Where the Employer has more than twelve (12) hours' notice, it will be offered to available full-time employees who are qualified to perform the available work on a rotating seniority basis over a four (4) month rotation period commencing on the 1st day of March, 1979.

If no full-time employees are available, then overtime hours shall be offered to part-time employees who are qualified to perform the available work on a rotating seniority basis as above set forth.

For purposes of offering available overtime hours, one contact effort (which may include calling a telephone number left at the original call number) by the Chief or his designated representative shall be sufficient to proceed to the next most senior employee.

Overtime records for this section shall be maintained and available for the four (4) month period.

Any employee who cannot accept an overtime or extra-duty assignment because he is otherwise scheduled to work at that time, will maintain his relative position on the rotating seniority list for subsequent extra duty or overtime.

If an emergency situation arises which requires that a shift or part of a shift be held over to adequately provide police services, then the employer shall attempt to hold over full-time employees. However, the employer may hold over part-time employees also, if the situation warrants and time does not allow for full-time employees to be contacted.

Section 16.5 Pay for court time and other required agency appearances shall be as follows:

(a) Such appearance is required at a time when the employee is not otherwise on active duty. If such appearance is within two hours prior to or after the employee's regular shift hour, the intervening time will be on-duty time and paid as time

worked pursuant to Section 16.2 (over eight hours in one day) and considered as an extension of the shift.

(b) For other appearances, the pay shall be for a minimum of two hours' pay at time and one-half the employee's straight-time hourly rate and the hours in excess of the two hours shall be at time and one-half the employee's straight-time hourly rate.

(c) the employee shall appear in proper attire.

(d) properly documented subpoenas and related witness fees are to be returned to the Employer.

(e) For appearances in Muskegon County court or agency recesses, mealtime shall not be counted as time worked. For those appearances outside the County, mealtime will be counted as time worked.

Section 16.6 For the purposes of computing overtime, an employee absent on authorized sick leave with pay, holiday or on vacation, shall be considered to have worked his normal work shifts during such absence.

Section 16.7 Employees shall be paid at their applicable rate of pay for all time spent in attendance at Departmental meetings for which attendance is mandatory as determined by the Chief of Police. Voluntary attendance at non-mandatory meetings shall not be paid.

Section 16.8 An employee who desires to exchange his shift hours with the shift hours of another employee shall obtain the consent of the employee and the supervisor involved on an appropriate form. Such consent shall not be unreasonably withheld,

but must be obtained from the supervisor at least three (3) workdays in advance, except in an emergency.

If the supervisor approves the exchange, the employee will then be responsible for the shift assigned.

Such exchange shall be on an equal hour basis and within two (2) pay periods.

Section 16.9 Call-In Pay. A full-time employee who is called in to work outside of his regularly assigned working hours shall receive a minimum of two (2) hours pay at the applicable rate of pay.

Section 16.10 Reporting Pay. A full-time employee who reports to work at his regularly scheduled reporting time, not having been informed that there is no work, shall be paid two (2) hours pay at the applicable rate of pay. This shall not apply where the lack of work is caused by emergency events over which the Employer has no control or by labor disputes.

Section 16.11 Shift Bid Preference:

(a) The City will continue its policy of shift bid preference which will provide that patrol officers that work a district or a wild car may bid on a shift change by seniority each four (4) months during the first full week in April, August and the first full week in December of each year; and go into effect the first week of May, September and January.

(b) Shift bid preference for the above positions is available to such officers with at least one year of employment with the Police Department.

(c) In the event a situation arises involving an

Officer, and the Employer determines that a shift change is in order, then thirty (30) days prior to the next regular shift change time, the Officer will be informed in writing, with listed reasons, that he must move off his shift pursuant to the shift change policy

(i) If he does not initiate a shift change, then he will be assigned to a different shift by the Employer to which his seniority entitles him.

(ii) The shift change shall not exceed four (4) consecutive months.

(iii) The thirty (30) days following the notice will be used in an effort to correct the situation causing the change.

(d) The warrant car position shall be bid for by seniority each year in December for a one-year period. If the most senior officer waives his bid, the next more senior officer may bid, and so on through the seniority list. An officer who desires to get off the warrant car may do so at the next April, August or December and it will be offered to the next bidder for a 12-month period. Any temporary warrant car vacancy shall be filled pursuant to the contract. The officer who declines his bid for the warrant car must wait until the warrant car has been bid for by the entire seniority list before he may bid again. The only exception is any officer on a special assignment who would automatically be the next to bid if his place on the seniority list has been passed. If a vacancy occurs within thirty (30) days after the effective date of the warrant car

assignment, it shall be rebid for the balance of that period.

(e) Nothing in this Section shall be deemed to preclude the filing of a grievance.

Section 16.12 Part-time employees, in addition to their regular part-time schedule, may be used to fill in for full-time employees for the following:

- (a) Vacation days;
- (b) Personal days;
- (c) Special events pursuant to Section 16.4;
- (d) Temporary assignments pursuant to Section 12.4;
- (e) Sick days of known absence of more than five (5) consecutive work days, in addition to Section 16.4;
- (f) School and training seminar days.

Section 16.13 FTO Assignment. In recognition of additional time and effort required of Field Training Officers (FTO's), FTO assignees shall receive one (1) day of compensatory time at the end of their assignment (for each employee trained). The day must be taken within twelve (12) months and scheduled with approval of the Chief of Police.

ARTICLE XVII

INSURANCE

Section 17.1 Hospitalization Insurance. The Employer shall continue to provide for full-time employees only, a group hospitalization plan, paid for by the Employer, with coverage equal to that in effect as of July 1, 1994.

(a) Effective July 1, 1991, the Employer shall provide a \$3.00 co-pay drug prescription plan for eligible employees.

(b) The HMO premium cost in excess of the hospitalization premium cost will be paid for by the employee through payroll deduction if the employee elects to continue the HMO coverage. Effective July 1, 1996 the entire cost of the HMO option will be paid by the Employer.

(c) Effective July 1, 1991, the Employer shall provide the then existing vision care plan for eligible employees. Effective July 1, 1997 the Employer shall provide vision care for eligible dependents, if elected.

Section 17.2 The Employer shall continue for the duration of this Agreement, for full-time employees only, the existing disability insurance and life insurance programs with full premiums paid by the Employer. Effective July 1, 1992, the life insurance shall be increased to Twenty Thousand Dollars (\$20,000).

Section 17.3 The Employer shall provide a dental program for full-time eligible employees only as set forth in the program as of July 1, 1994.

Effective July 1, 1990, any premium increase in excess of 10 percent (10%) over the premium rates of July 1, 1990, shall be paid for 50 percent (50%) by the employee and payroll deduction is hereby authorized. Effective July 1, 1996 the Employer will pay the full cost of the dental program in place at that time. Effective July 1, 1997, the Employer shall provide dental

coverage for eligible dependents, if elected.

Section 17.4 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the applicable premium for the insurance coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 17.5 The Employer reserves the right at any time to change insurance carriers provided such change does not reduce the insurance coverage.

Section 17.6 All insurance coverage shall terminate on the date of termination of employment except if an employee is on layoff or leave of absence it shall terminate on the first day of the month following the month of layoff or leave of absence.

Section 17.7 Any full-time employee who retires under MERS shall be eligible for hospitalization insurance coverage for employee and spouse at the time of the employee's retirement effective January 1, 1992, and eligible dependents effective July 1, 1997. Effective January 1, 1995 the prescription drug card will be considered a part of the hospitalization plan.

Upon becoming eligible for Medicare, the Employer's coverage shall be limited to a Medicare supplement program for the employee and effective January 1, 1992 for the spouse. Retired employees and spouses wishing to retain the HMO optional coverage until Medicare may do so, subject to HMO availability.

Effective July 1, 1997, employees who retire after July 1,

1997 may continue dental and vision insurance coverage equal to that of a full-time employee (including eligible dependents, if elected), at the expense of the employee, until age 65, subject to availability by the insurance carrier. Retired employees shall, in a timely manner, deposit with the Employer's finance director (or the finance director's designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employees failure to do so shall terminate the retired employees (and any dependents) further participation in the program.

Section 17.8 Pursuant to the City's Insurance Opt Out Program, employees who have or can obtain hospitalization insurance coverage through their spouse may decline such coverage from the Employer and receive \$100 per month. Further, the employee may retain the additional compensation or defer it to a 457 deferred compensation account approved by the Employer.

ARTICLE XVIII

VACATIONS

Section 18.1 Vacations with pay for full-time employees only shall be based upon years of continuous service with the Employer and shall be granted according to the following schedule:

<u>Years of</u> <u>Continuous Service</u>	<u>Days of</u> <u>Vacation With Pay</u>
Less than 7 years	10
7 but less than 14	15
14 or more	20

The employee's seniority date shall be used to compute his eligibility for vacation with pay.

Section 18.2 All vacations with pay shall be approved in advance by the Chief of Police. Such vacations shall be scheduled pursuant to the following:

(a) A vacation calendar will be posted the first week in January of each year covering the entire year.

(b) All eligible employees on or before January 30th of that year shall indicate their vacation time preference on the calendar first in periods of not less than seven (7) consecutive calendar days and not more than twenty-one (21) consecutive calendar days and for any additional vacation time, in periods of not less than one (1) work day. Using the seniority list, officers will be given a maximum of 48 hours or two shift periods to make an initial selection of vacation leave. Once this initial selection has been made, the employee must wait until all other employees have been given the opportunity to select vacation leave before requesting further vacation leave.

(c) The number of employees who may be scheduled off at the same time, provided coverage permits, will be determined by the Chief.

(d) Employees who have indicated their vacation dates will be notified of any approval or disapproval on or before March 1 of that year, or sooner if circumstances require earlier notice.

(e) All vacation requests made after January 30 involving a conflict in dates will be considered on the basis of first made without regard to seniority. Requests made at least thirty (30) days in advance will be answered within seven (7) days of the request.

(f) It is understood that any vacation schedule is subject to the requirements of emergency duty assignments where other coverage cannot be obtained and those affected will be given as much advance notice as possible.

Section 18.3 Vacation with pay, subject to the approval of the Chief of Police, may be taken in increments of not less than four (4) hours.

Section 18.4 The City shall each six (6) months furnish each employee with a statement of his accrued, but unused, vacation days. Up to ten (10) days accrued, but unused, vacation days may, upon approval of both the Chief of Police and the City Administrator, be carried over to the six (6) month period following the date of the statement.

Section 18.5 Employees shall accrue vacation benefits during the probationary period but shall not be eligible for vacation with pay until completion of six (6) months of continuous service.

Section 18.6 Employees who voluntarily quit and give the Employer at least two (2) weeks' advance written notice and employees who are terminated by discharge, retirement or death, shall be entitled to payment for accrued but unused vacation days.

Section 18.7 Vacation pay shall be paid at the current rate of the employee's pay. Current pay shall include any increase in pay by reason of length of service (longevity), or any percentage increase which an employee is entitled to by reason of any increment educational plans.

Section 18.8 Advance Vacation Check. Upon request an employee who will be absent for the week of a normal payday may receive his paycheck in advance.

ARTICLE XIX

BEREAVEMENT LEAVE

Section 19.1 Immediate Family. In case of death in the "immediate family", a full-time employee shall receive a leave of absence with pay of four workdays. Immediate family is defined as wife, husband, child, step-child, parent or step-parent, sister and brother, step-brother and step-sister.

Section 19.2 In case of death in the "family" a full-time employee shall receive a leave of absence with pay of three workdays. Family is defined as grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law and any other relative living in the same household.

Section 19.3 If the situation warrants an extension, the City Administrator may grant up to an additional three (3) workdays. A written request for any such extension must be filed with the City Administrator.

Section 19.4 In any other situation the City Administrator may grant a bereavement leave of up to three (3) days upon written request.

ARTICLE XX

RETIREMENT

Section 20.1 The Employer will continue for all employees Benefit Program B-2 including the 55-F waiver as provided for in the Michigan Municipal Employee's Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all eligible employees who retire subsequent to July 1, 1989, but prior to June 30, 1991. The amount contributed by the employee pursuant to the above Act will be paid by the Employer.

Effective July 1, 1991, the Employer will provide the Benefit Program B-3 including the 55-F waiver for all employees who retire subsequent to July 1, 1991. Effective January 1, 1995, the Employer will provide the F50-25 waiver for employees who retire subsequent to January 1, 1995.

Effective July 1, 1998, the Employer will provide the FAC-3 benefit for employees who retire subsequent to July 1, 1998.

ARTICLE XXI

HOLIDAYS

Section 21.1 The following days are designated and observed as paid holidays for full-time employees.

1. New Year's Day
2. Last Monday in May

3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day
8. Day before Christmas
9. New Year's Eve Day
10. Good Friday

Section 21.2 Holiday Pay. (a) All eligible full-time employees shall be compensated eight (8) hours pay at their straight-time hourly rate for each recognized holiday whether the employee works or not.

(b) Full-time employees for each hour worked on a holiday shall be compensated for all hours worked at one and one-half (1-1/2) times their straight-time hourly rate or by compensation time off in an amount of time equal to time and one-half for each hour worked, the manner of compensation to be determined at the discretion of the Police Chief.

Effective July 1, 1983, subparagraph (b) above will be applied to part-time employees.

Section 21.3 To be eligible for holiday pay, the employee must meet all of the following rules and regulations:

(a) The employee is a full-time employee.

(b) The employee must have worked his last scheduled work shift before the holiday and his first scheduled shift after the holiday unless excused or on a paid leave of absence.

Section 21.4 Employees on layoff, unpaid leave of absence or who are receiving Worker's Compensation shall not be eligible for holiday pay. Employees who are scheduled to work on a holiday and who do not work, unless excused, shall not receive

holiday pay.

Section 21.5 Holiday pay shall not count as hours worked for purposes of computing overtime.

Section 21.6 If a paid holiday occurs while an employee is on a paid leave of absence or vacation, the employee shall be entitled to an additional day's paid leave of absence or an additional day of vacation.

Section 21.7 Full-time employees are eligible for four (4) paid personal days per twelve (12) month period, to be approved in advance by the Chief of Police.

ARTICLE XXII

WAGES

Section 22.1 New hires may be placed on the appropriate step on the salary or wage schedule in the discretion of the Employer, in recognition of prior experience either with the Employer or others.

Section 22.2 Upon being placed on the salary schedule, full-time employees may progress through the steps in accordance with the following procedures:

(a) The step increase shall be granted only upon recommendation of the Chief of Police with approval of the City Administrator at each step in the schedule.

(b) In the event that an employee is to be denied the step increase, he shall be informed in writing with reasons for

the denial.

(c) For purposes of computation of months of service for full-time employees, service time shall not accumulate and the qualification date for the step increase shall be postponed for any absence occasioned by either layoff, suspension or leave, which is without pay and which is in excess of thirty (30) calendar days.

(d) A merit pay increase to the next step in advance of the normal step increase qualification date may be awarded to an employee for exceptional service in the discretion of the Employer.

(e) An employee who is reclassified to a higher pay grade shall receive not less than a one step pay increase and thereafter progress through the steps.

(f) Part-Time Employees.

An employee shall be eligible to advance from Step 1 to Step 2 provided that he has worked not less than 250 hours within the Police Department and has been on the Police Department payroll for not less than six (6) months and provided the advancement has been approved by the Employer.

An employee shall be eligible to advance from Step 2 to Step 3 provided that he has worked not less than 500 hours within the Police Department and has been on the Police Department payroll not less than twelve (12) months and provided the advancement has been approved by the Employer.

An employee shall be eligible to advance from Step 3 to Step 4 provided that he has worked not less than 1,000 hours

within the Police Department and has been on the Police Department payroll not less than twenty-four (24) months and provided the advancement has been approved by the Employer.

An employee shall be eligible to advance from Step 4 to Step 5 provided that he has worked not less than 1,500 hours within the Police Department and has been on the Police Department payroll for not less than thirty-six (36) months and provided the advancement has been approved by the Employer.

Failure to work the hours required will cause a postponement of the step increase until the hours are worked.

Effective commencing with the beginning of the first full pay period nearest to July 1, 1997:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
31,203 15.00/hr	34,080 16.38/hr	35,779 17.20/hr	37,570 18.06/hr	39,448 18.97/hr

B. Hourly Rate for Certified Part-Time Employees

Hire	6 Months	12 Months	24 Months	36 Months
11.22	12.21	12.81	13.45	14.12

C. Hourly Rate for Uncertified Part-Time Employees

Hire	6 Months	12 Months	24 Months	36 Months
10.18	11.07	11.66	12.21	12.81

Effective commencing with the beginning of the first full pay period nearest to July 1, 1998:

A. Annual Salary for Full-time Employees in the Classifi-

cation of Police Officers

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
32,139	35,102	36,852	38,697	40,631
15.45/hr	16.88/hr	17.72/hr	18.60/hr	19.54/hr

B. Hourly Rate for Certified Part-Time Employees

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
11.56	12.58	13.20	13.85	14.54

C. Hourly Rate for Uncertified Part-Time Employees

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
10.49	11.40	12.01	12.58	13.19

Effective commencing with the beginning of the first full pay period nearest to July 1, 1999:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
33,103	36,155	37,958	39,878	41,850
15.91/hr	17.38/hr	18.25/hr	19.17/hr	20.12/hr

B. Hourly Rate for Certified Part-Time Employees

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
11.91	12.96	13.60	14.27	14.98

C. Hourly Rate for Uncertified Part-Time Employees

<u>Hire</u>	6 <u>Months</u>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>
10.80	11.74	12.37	12.96	13.59

ARTICLE XXIII

EDUCATION ALLOWANCE

Section 23.1 All full-time employees with seniority who are eligible under the conditions set forth below shall receive an education allowance as follows:

Section 23.2 The term "hours of college credit" refers to semester hours. College credit based on another credit system must be translated to semester hours.

30 semester hours college credit with at least 9 hours of Police Science courses	1.25% of base salary
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Associates Degree in Police Science; or another Associate Degree with at least 18 hours in Police Science courses	2.50% of base salary
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Completion of junior year in Police Science program; or 90 semester hours college credit with at least 24 hours in Police Science	3.75% of base salary
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Bachelors Degree in Police Science; or another Bachelors Degree with at least 30 hours in Police Science	5.00% of base salary
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Effective July 1, 1994, there shall be a maximum dollar limit on the allowance as follows:

- 1.25% of base salary but not in excess of \$375.00.
- 2.50% of base salary but not in excess of \$750.00.
- 3.75% of base salary but not in excess of \$1,125.00.
- 5.00% of base salary but not in excess of \$1,500.00.

Section 23.3 The City Administrator, upon recommendation of the Police Chief, may award the additional compensation to an

employee with college credits in a field other than Police Science and waive the Police Science hours requirement if it is determined that the Department has a need for an employee with a special background.

Section 23.4 Base salary is that in effect with the pay period in which the certification is received that indicates the required hours or degree has been earned. Payment of the additional compensation shall be effective with the first full pay period following the date on which certification is received.

If the base salary is subsequently increased, the percent shall apply to the increase, prorated back to the date of increment.

Section 23.5 Such payment will be made in separate checks in June and December of each year.

ARTICLE XXIV

WORKER'S COMPENSATION LEAVE AND PAY

Section 24.1 A leave of absence shall be granted to a full-time and part-time employee who becomes incapacitated as a result of injury or occupational disease incurred through no misconduct of his own while in actual performance of duty.

(a) Compensation During Injury Leave of Seven Days or Less. The employee shall be paid at his regular rate of pay for time lost from work for any injury incurred on the job or occupational disease which incapacitates the employee for seven days or less.

(b) Compensation During Injury Leave of Eight Days to

Thirteen Days. The employee shall be paid at his regular rate of pay for time lost from work for the first seven days, and at the rates stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits, for the eighth through the thirteenth days for any injury incurred on the job or occupational disease which incapacitates the employee for eight to thirteen days.

(c) Compensation During Injury Leave of Fourteen Days (2 Weeks) or Longer. The employee shall be paid at the rates provided and for the length of time stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Insurance Benefits, for any injury incurred on the job or occupational disease which incapacitates the employee for fourteen days (2 weeks) or longer or if death results from the injury or disease. Said compensation shall be computed from the date of the injury.

(d) Use of Accrued Vacation and Normal Sick Leave. If an employee's compensation under the Worker's Compensation Law falls below his regular rate of pay, the employee shall be permitted to use his accrued vacation and normal sick leave as provided for in this Agreement to supplement his Worker's Compensation Insurance Benefits so that there is no loss in pay for time lost from his regular schedule of work.

Section 24.2 Return from leave under this Article shall be in accordance with the provisions of Article XV, Section 15.1.

Section 24.3 Vacation days and sick leave days shall not

accrue for any month on compensation leave after the first twelve (12) full consecutive calendar months on such leave.

ARTICLE XXV

LONGEVITY

Section 25.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedules:

<u>Percent of Base Salary</u>	<u>Completion of Continuous Service Year</u>
Two & One-half (2-1/2)	Five (5)
Five (5)	Eleven (11)
Seven & One-half (7-1/2)	Seventeen (17)
Ten (10)	Twenty-four (24)

Section 25.2 Payment. Longevity pay will be paid either as an increment with the regular paycheck or paid semiannually in December and June of each year, at the option of the employee.

ARTICLE XXVI

CLOTHING AND CLEANING ALLOWANCE - EQUIPMENT

Section 26.1 The Employer shall provide the initial issue of clothing and equipment; alternative comparable clothing and equipment provisions shall be made for the plain clothes position.

The items allowed are pants, shirts, summer and winter

jackets, tie, hat, shoes, belt, leather goods, holster, handcuffs, extra ammunition pouch, belt keeper, name plates, I.D. case, badge, overcoat, raincoat and patches.

The items shall remain the property of the Employer and shall be turned in upon termination.

Section 26.2 The Employer shall pay for dry cleaning, repair and alteration of authorized clothing, except for the dry cleaning of shirts, at the designated dry cleaning agency. The Employer will replace clothing and equipment which in its judgment has worn out or been damaged in the course of employment.

Section 26.3 The Employer shall provide and assign such vehicles as it deems necessary and maintain them in a safe driving condition. Further, the Employer shall provide bulletproof vests, gas masks, riot helmets with face shields, body armor, shot guns and tear gas grenade launchers in such numbers and for such assignments as is deemed necessary by the Chief of Police. Bulletproof vests shall be maintained and replaced in accordance with the manufacturer's present guidelines.

Section 26.4 Effective July 1, 1984, the Employer shall commence a program which will provide each employee with a service weapon, which program will be completed within 24 months. The weapon provided will remain the property of the Employer. The system for providing the weapon will be determined by the Chief of Police.

ARTICLE XXVII

GENERAL

Section 27.1 Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform.

Section 27.2 This Agreement shall supersede any inconsistent rules, regulations and ordinances, except as prohibited by law.

Section 27.3 Neckties. Neckties shall not be required to be worn commencing May 1 and through September 30 of each year.

Section 27.4 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.

Section 27.5 The Employer shall provide a bulletin board in the squad room to be used by the Union to post notices of Union meetings, elections and social events and such other information as may be approved by the Chief of Police.

Section 27.6 If any article or section of this Agreement or supplement thereto should be held invalid by operation of State and Federal law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and any supplements thereto shall not be affected thereby. Either party may demand that the other enter

into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section, but such bargaining shall not be mandatory.

Section 27.7 It is agreed that records of service will be kept in the employee's personnel file and recommendations shall be made in instances of meritorious performance, above and beyond the call of duty, in the discretion of the Employer.

The employee shall upon request in the presence of the Employer and, if so desired, his Union representative, have access to his personnel file.

Service evaluation reports shall not be a subject for the grievance procedure but the officer involved may write his own comments on such report which shall be attached thereto and made a part of the file.

Section 27.8 Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 27.9 Each employee is required to maintain and be familiar with an up-to-date set of Police Department rules and regulations and an up-to-date operations and procedures manual.

The Employer will provide a copy of each rule and regulation and each operation and procedure statement to each officer.

In lieu of printed rules and regulations and operations and procedure manuals, the Employer may provide same on electronic medium as follows: 1) updates will be made either by collecting computer disks from employees, making the changes and returning the disks, or manuals will be loaded on hard drives and updated on each computer. Current procedure of notice and sign-off on

updates will remain; and, 2) a printed copy of the manual will be kept in the squad room and main office, and several copies will be available for employees to take home to review.

Section 27.10 The employee shall be reimbursed for eye-glasses and watches damaged in the course of an arrest up to \$100.00, upon submission of proper documentation to the Chief of Police.

ARTICLE XXVIII

DURATION

Section 28.1 This Agreement shall be effective as of July 1, 1997, and shall remain in full force and effect until and including the 30th day of June, 2000.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

POLICE OFFICERS LABOR COUNCIL
NORTON SHORES PATROL DIVISION

By

Miss D. Karl

Jud LaMarr

CITY OF NORTON SHORES

By

Nancy Crandall
Nancy Crandall, Mayor

Lynne A. Mahan
Lynne A. Mahan, City Clerk

LETTER OF UNDERSTANDING
between
THE CITY OF NORTON SHORES ("City")
and
POLICE OFFICERS' LABOR COUNCIL ("Union")

The City and the Union hereby agree that with regard to vacation requests, after the initial request deadline (January 30) additional requests will be considered and approved if there is adequate manpower to fill in for additional vacancies. Such vacation requests will be considered based upon squad assignment and on the basis of the order in which requests are received, without regard to seniority.

This Letter of Understanding is made this 17 day of December, 1997 by and between the City of Norton Shores and the Police Officers Labor Council is hereby incorporated into and made part of the collective bargaining agreement between the City and the Union. It shall remain in effect unless the parties negotiate a change hereto.

Police Officers' Labor Council:

City of Norton Shores:

By:

James D. Smith
Labor Representative
John D. Main
Local Representative

By:

Nancy Crandall
Nancy Crandall, Mayor
Lynne Mahan
Lynne Mahan, City Clerk

12/16/97
Date of Execution:

12/17/97
Date of Execution:

LETTER OF UNDERSTANDING
between
THE CITY OF NORTON SHORES ("City")
and
THE POLICE OFFICERS' LABOR COUNCIL ("Union")

12 Hour Shift

This Letter of Understanding is mutually agreed to by the City and the Union ("Parties").

The following contract benefits shall be converted from days to hours for employees on a 12 hour work shift:

<u>i.e.</u>	Vacation	10 days = 80 hours
	Sick Time	12 days = 100.8 hours
	Personal Days	4 days = 48 hours

Bereavement Leave Current Contract

Break Time One (1) hour per shift

Shift Bids Current Contract. When new shifts become available employees shall be allowed to fill such shifts by seniority.

Overtime All hours in excess of 12 hours per day or 84 hours per pay period shall be paid at the rate of time and one-half. The hours from 80 to 84 hours shall be paid at the straight time rate of pay.

Holiday Pay All hours worked on a holiday shall be compensated at the rate of time and one-half.

Vacation Sign up Current Contract

Court Time If an officer is required to appear in court following a 12 hour night shift, and is scheduled for another 12 shift that day, the following conditions shall apply.

1. Seven (7) hours or less of required court time will be handled per current contract.
2. More than seven (7) hours of required court time will be considered as the employees work day, and the officer will not report for the scheduled night shift assignment.

The parties agree to continue discussion and to dispose amicably of any problems which might arise in the course of this letter, or provision of the collective bargaining agreement which might through unintentional oversight be inconsistent with this Letter of Understanding.

This letter shall remain in effect at least through June 30, 1998. Thereafter, it shall remain in effect unless the parties negotiate a change hereto or until either party terminates this letter with 120 days prior written notice to the other party. If the 12 hour shift is discontinued the parties agree that they will revert back to the work schedule and contract conditions in effect prior to this letter.

Police Officers' Labor Council:

City of Norton Shores:

By: *James D. Kuby*
Labor Representative

By: *Nancy Crandall*
Nancy Crandall, Mayor

By: *Paul R. Marie*
Local Representative

By: *Lynne Mahan*
Lynne Mahan, City Clerk

By: _____
Local Representative

Date of Union's Execution:

Date of City's Execution:

12/16/97

12/17/97

LETTER OF UNDERSTANDING
between
THE CITY OF NORTON SHORES (City")
and
THE POLICE OFFICERS' LABOR COUNCIL ("Union")

84 Hour Pay Period

This Letter of Understanding is mutually agreed to by the City of and the Union ("Parties").

All officers who are working special assignments within the police department are eligible to participate in the 84 hour pay period by working four 8-1/2 hour days and one regular 8 hour day per week.

The following contract benefits shall be converted from days to hours for employees participating in an 84 hour pay period:

<u>i.e.</u>	Vacation	10 days = 80 hours
	Sick Time	12 days = 100.8 hours
	Personal Days	4 Days = 42 hours
	<u>Bereavement Leave</u>	Current Contract
	<u>Overtime</u>	All hours in excess of 8-1/2 hours per day or 84 hours per pay period shall be paid at the rate of time and one half. The hours from 80 to 84 hours will be paid at the straight time rate of pay.
	<u>Holiday Pay</u>	All hours worked on a holiday shall be compensated at the rate of time and one half.
	<u>Vacation Sign-up</u>	Current contract.
	<u>Court Time</u>	Current Contract.

The parties agree to continue discussion and to dispose amicably of any problems which might arise in the course of this letter, or provision of the collective bargaining agreement which might through unintentional oversight be inconsistent with this Letter of Understanding.

This letter shall remain in effect at least through June 30, 1998. Thereafter, it shall remain in effect unless the parties negotiate a change hereto or until either party terminates this letter with 120 days prior written notice to the other party. If the 12 hour shift is discontinued the parties agree that they will revert back

to the work schedule and contract conditions in effect prior to this letter.

Police Officers' Labor Council:

City of Norton Shores:

By: *James P. Kuhn*
Labor Representative

By: *Nancy Crandall*
Nancy Crandall, Mayor

By: *Jack Little*
Local Representative

By: *Lynne Mahan*
Lynne Mahan, City Clerk

By: _____
Local Representative

Date of Union's Execution:

Date of City's Execution:

12/16/97

12/17/97

LETTER OF UNDERSTANDING
between
THE CITY OF NORTON SHORES ("City")
and
THE POLICE OFFICERS' LABOR COUNCIL ("Union")

The City and the Union hereby agree that any part-time police officer who has worked for a minimum of six (6) consecutive months as a replacement for a full-time police officer and is promoted to full-time status will receive six (6) months credit toward completion of his/her full-time probationary period. The employer maintains the right pursuant to the Collective Bargaining Agreement to extend the probationary period of any employee.

This Letter of Understanding, made this 5th day of September, 1995 by and between the City of Norton Shores and the Police Officers' Labor Council, is hereby incorporated into and made part of the Collective Bargaining Agreement between the City and the Union. It shall remain in effect unless the parties negotiate a change hereto.

Police Officers' Labor Council:

City of Norton Shores:

By: *Neil L. Mann*
Labor Representative

By: *Nancy Crandall*
Nancy Crandall, Mayor

By: *Thomas P. Baker*
Local Representative

By: *Dorothy J. Harjer*
Dorothy J. Harjer, City Clerk

By: *Raymond Baker*
Local Representative

By: *Mark C. Meyers*
Mark C. Meyers
Director of Administrative Services

Date of Union's Execution:

Date of City's Execution:

September 5, 1995

9/7/95



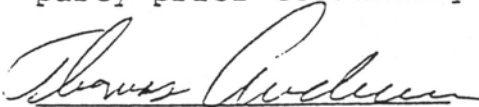
LABOR COUNCIL
Michigan Fraternal Order of Police

LETTER OF UNDERSTANDING

RE: ORDER NUMBER 35-1
EMPLOYEE PERFORMANCE EVALUATIONS

The parties agree that Order Number 35-1 shall be in effect from January 1, 1993 through December 31, 1993. Employees shall be evaluated twice during the 1993 calendar year, using Order Number 35-1 as the criteria. Employees shall also be evaluated twice under the previous evaluation system during the 1993 calendar year for comparative purposes only. During the 1993 calendar year meetings shall be held between the parties to evaluate Order Number 35-1 and the previous evaluation system.

If the parties are unable to agree upon an acceptable performance evaluation system for future use by December 31, 1993, each party shall then have the right to revert back to their respective positions on this issue that were taken by each party prior to January 1, 1993.


FOR THE UNION

1-21-93
DATED


FOR THE EMPLOYER

1-20-93
DATED

LETTER OF UNDERSTANDING
between
THE CITY OF NORTON SHORES ("City")
and
THE POLICE OFFICERS' LABOR COUNCIL ("Union")

The City and the Union hereby agree to continue the Letter of Understanding dated January 4, 1991, which allows the City to use part-time police officers to fill full-time vacancies incurred through the City's participation in WEMET. The City agrees to continue the level of pay and benefits outlined in the January 4, 1991 Letter of Understanding. The City further agrees to fill WEMET positions on a rotational special assignment basis for a period not to exceed two (2) years.

This Letter of Understanding, made this 5th day of September, 1995 by and between the City of Norton Shores and the Police Officers' Labor Council, is hereby incorporated into and made part of the Collective Bargaining Agreement between the City and the Union. It shall remain in effect unless the parties negotiate a change hereto.

Police Officers' Labor Council:

City of Norton Shores:

By: Neil LaMare
Labor Representative

By: Nancy Crandall
Nancy Crandall, Mayor

By: Thomas Ruckew
Local Representative

By: Dorothy J. Harjer
Dorothy J. Harjer, City Clerk

By: Raymond Baber
Local Representative

By: Mark C. Meyers
Mark C. Meyers
Director of Administrative Services

Date of Union's Execution:

Date of City's Execution:

September 5, 1995

9/7/95

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

All references to Fraternal Order of Police, and/or Labor Council, Michigan Fraternal Order of Police contained within the Collective Bargaining Agreement are amended to reflect a name change to "POLICE OFFICERS LABOR COUNCIL".

POLICE OFFICERS LABOR COUNCIL:

Fred L. Main

July 20, 1993
DATED:

EMPLOYER:

Lycaon Smith

8-18-93
DATED: