

**AGREEMENT**

between

**THE CITY OF PORTAGE**

and

**THE PORTAGE POLICE OFFICERS ASSOCIATION,  
A UNIT OF THE FRATERNAL ORDER OF POLICE, KALAMAZOO LODGE #98**

**July 1, 1996 to June 30, 2000**

*Portage, City of*

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## AGREEMENT

THIS AGREEMENT entered into this      day of      , 1997, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer" and the PORTAGE OFFICERS ASSOCIATION, a unit of the Fraternal Order of Police, Kalamazoo Lodge #98, hereinafter referred to as the "Association".

### WITNESSETH:

The general purpose of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Association and the community. Recognizing that the interests of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## ARTICLE I RECOGNITION

1.1 Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Portage Police Officers Association, as the sole and exclusive bargaining representative for all of its police patrol officers, detectives, radio operators and police service technicians, excluding command officers and all other employees employed by the Portage Police Department.

1.2 Non-Discrimination. The Employer and the Association agree that neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, marital status, nationality or political belief, nor shall the Employer or its agents, nor the Association, its agents or members, discriminate against any employee because of his membership or non-membership in the Association.

1.3 Management's Rights. The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the employees are vested solely and exclusively in the Employer.

1.4 Association Activity. The Association agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours, there shall be no Association meetings held on City property unless authorized in writing by the Employer.

1.5 Employer Domination or Assistance. The Employer will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or

make any agreement with any such group or organization which would violate any rights of the Association under this Agreement.

1.6 Gender Clause. In this Agreement, words in the masculine gender shall include masculine or feminine gender.

## **ARTICLE II ASSOCIATION SECURITY AND DUES CHECK-OFF**

2.1 Agency Shop. All members of the bargaining unit shall, as a condition of employment, become members of the Association within thirty (30) days of employment on entering or re-entering the bargaining unit or pay a service fee equal to the dues payment of a member.

2.2 Membership/Service Fee As a Condition of Employment. The Employer, upon receipt of a written notice from the Association that the employee has not rendered his service fee according to Section 2.1, shall terminate the employment of said employee within thirty-one (31) days from the date of said notice, unless said employee presents a letter from the Association stating that he has been returned to a good membership status, prior to the expiration of the above-mentioned thirty-one (31) day period.

2.3 Checkoff. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay the second pay period of each month the monthly Association dues and initiation fees as designated by the Association and shall promptly remit any and all amounts so deducted to the Association.

2.4 Indemnification. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or any other form of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

## **ARTICLE III GRIEVANCE PROCEDURE**

3.1 Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

3.2 FIRST STEP. An employee's grievance shall be submitted in writing to his immediate supervisor. All grievances shall state the facts upon which they are based, when they occurred, specifying the Article and Section of the contract allegedly violated, shall be signed by the employee who is filing the grievance and shall be submitted to the employee's immediate supervisor within five (5) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The employee's immediate

supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance.

3.3 SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his Association grievance chairman or his designated representative shall notify the Employer in writing within ten (10) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Chief of Police and/or someone designated by him shall meet with the grievant and Association representative within five (5) working days after receipt of the request to consider the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Association representative within ten (10) working days after the date of this meeting.

3.4 THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and his Association representative shall notify the Employer in writing within ten (10) working days after receipt of the Second Step answer of the desire to appeal the grievance. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representative, the grievant and the Association representative within fifteen (15) working days after receipt by the Employer of the notice of desire to appeal the grievance. A written answer shall be given by the Employer or its representative to the aggrieved employee and the Association representative within fifteen (15) working days after the Third Step meeting.

3.5 Arbitration. If the grievance has not been settled in the Third Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within twenty (20) working days after receipt of the Third Step answer.

(a) All matters submitted to arbitration shall be submitted to a panel provided by either the American Arbitration Association, the Michigan Employment Relations Commission, or the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The parties further agree that any claim for money or benefits arising under a retirement claim or dispute, shall only be decided by a certified actuary, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Association.

3.6 Class Action. A grievance may be filed on behalf of the entire membership, when the facts show that it affects a majority of the bargaining unit, by the chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure.

3.7 Third Step Meetings. Meetings provided for in the Third Step of the grievance procedure shall start not later than 3:00 p.m. on the day for which they are scheduled. The Association's committee shall not exceed a total of two (2) in number.

3.8 Grievance Committee. The Employer shall be promptly informed in writing as to the names of five (5) bargaining unit members who have been designated as the Association's grievance representatives. The Employer shall be promptly informed in writing of any changes therein.

3.9 Work Days. Wherever the words "working days" are used in this Agreement, they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

3.10 Association Time Off. An Association representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances and arbitrations as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the on-duty team leader prior to leaving his duty station to investigate and/or process grievances and arbitrations recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the on-duty team leader shall not reasonably deny the Association representative the necessary time off.

(a) Officers and members covered by this Agreement who have been elected or appointed by the Association shall be compensated at their regular rate for time lost from work during their regular working hours while on official Association business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed two (2) employees).

3.11 Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual agreement which shall be confirmed in writing. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Association may process the grievance to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

#### **ARTICLE IV** **DEPARTMENTAL INVESTIGATIONS**

4.1 Procedure. In the event a complaint is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

(a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.

(b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences, the employee shall be informed whether any possible criminal charges or disciplinary action might result from the investigation, and the complainant and/or witnesses will be disclosed. If the member of the

department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

(c) If an employee is placed under arrest or is a suspect or target of a criminal investigation, if he so requests, he shall have the right to consult with and have legal counsel available during the interrogation. Upon conclusion of the investigation, the employee shall be notified of discipline to be administered, if any, and if said discipline involves a disciplinary suspension said suspension shall begin with the employee's next scheduled working day immediately following the notification of discipline.

(d) No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record, unless the complaint is brought to his attention within thirty (30) days of the complaint.

(e) Investigations shall be initiated within ten (10) days of receipt of allegations against a member of this bargaining unit. The investigation shall be concluded within thirty (30) days from the time the employee has knowledge of the investigation.

(f) No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be untrue.

4.2 Disclosure. Upon written request, the Association shall receive specific documents or records available to the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this section. Upon request, prior to arbitration, all documents not previously provided or exchanged which either party intends to use as evidence will be forwarded to the other party; however, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

## **ARTICLE V** **DISCHARGE AND SUSPENSION**

5.1 Discharge or Suspension. In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, he shall be allowed to discuss his suspension with his Association

representative before being required to leave the Police Station. Such suspension or discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief of Police under Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

5.2 Back Pay. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of discharge less such compensation as he may have earned at other employment during such period.

## **ARTICLE VI SENIORITY**

6.1 Seniority. Department seniority shall be defined as an employee's length of continuous service with the department since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been justifiably discharged. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include only that time spent in the classification as a permanent employee. However, the patrol officer classification seniority shall equal the employee's departmental seniority as defined above. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs except as hereinafter provided. In all references to seniority in this Agreement it is recognized that separate and distinct lines of seniority apply to the classification of sworn Police Officers and civilian employees.

6.2 Probationary Employees. All employees shall be probationary employees during their first twelve (12) months of employment since their last hiring date, or since the date they were sworn into the department, whichever is later. The purpose of the probationary period is to provide an opportunity for the Employer to determine to its own satisfaction, whether an employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service and without recourse to the grievance procedure.

6.3 Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who were hired prior to July 1, 1985 shall be listed on the seniority list as attached to this contract (Appendix "E") and agreed upon by the parties. Employees hired on or promoted after July 1, 1985 or the same date shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

6.4 Seniority Termination. An employee's seniority shall terminate:

(a) If he quits, retires, or is justifiably discharged.

(b) If following a layoff he fails or refuses to notify the Employer of his intention to return to work within seven (7) calendar days after written notice by certified mail of such recall is sent to his last address on record with the Employer, unless the Chief or his designated representative is informed in writing by the employee that he will be on vacation and will not be able to be reached at a specific location, in which event he shall not be subject to recall until he has notified the Chief or his designated representative of an address where he can be reached (during such time employees with less seniority may be recalled to work pursuant to Section 6 of this Article, subject to the bumping rights of the vacationing employee) or, having notified the Employer of his intent to return and fails to do so within fourteen (14) calendar days after such notice is sent.

(c) If he is absent for two (2) regularly scheduled working days without notifying his Command Officer or the Personnel Director prior to or within such two (2) day period of a justifiable reason for such absence, unless it was impossible for such notice to be given.

(d) If he accepts employment elsewhere while on a leave of absence, unless he has the prior written approval for such employment from the Chief, or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave.

(e) When he has been laid off for a continuous period of time in excess of twelve (12) consecutive months.

6.5 Return to Bargaining Unit. If an employee is promoted to a position under the Employer, not included in the bargaining unit and is thereafter involuntarily transferred, laid off, or demoted again to a position within the unit, or voluntarily returns, he shall return to the job classification within the bargaining unit from which he was promoted with the seniority he had at the time he was promoted for bargaining unit purposes.

6.6 Layoff. When it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such job classification shall be the first ones removed therefrom. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 6.1 of this Article, in any lower-rated bargaining unit classification in which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right.

## **ARTICLE VII LEAVE OF ABSENCE**

7.1 Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee, provided, in the judgment of the Employer, such employee can be spared from his work. Beginning July 1, 1982, each employee will receive one (1) paid personal business leave day each year which will be scheduled at the employee's request subject to the approval of the Chief of Police.

7.2 Medical Leave of Absence. An employee on a medically related absence who wishes to extend his or her full employment status, with benefits, must first utilize accumulated sick leave, vacation days, and holiday leave days. In the event an employee (who has exhausted the foregoing, and who, because of illness, accident or pregnancy remains physically unable to report for work) wishes to extend his or her employment seniority, he or she shall be given a leave of absence at his/her request without pay or benefits and without loss of seniority, provided he promptly notifies the Employer of the necessity therefor, and provided further, that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Such a medical leave shall expire no later than two (2) years after the first day of any medically related absence exceeding thirty (30) calendar days. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. While on approved medical leave of absence, the employee shall be allowed to keep his/her gun, badge, and I.D. cards. Association members will be subject to the terms outlined in the City's Family and Medical Leave Policy.

7.3 Military Leave of Absence. A regular employee who enters the military service of the United States by enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

7.4 Association Leave. Officers elected or appointed to the Association's Executive Board shall be allowed up to a combined total of twenty-four (24) duty days for the purpose of attending Association meetings and conventions without loss of pay or benefits provided: (1) the granting of such leave would not result in a shortage of sufficient employees as determined by the Chief of Police or his designated representative, and (2) such time off shall not be used for collective bargaining purposes.

7.5 Military Reserve. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leave of absence for such purposes must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the Employer had they worked during such period. The

compensation thus paid by the Employer shall not exceed the difference in pay for a period of two (2) weeks (ten (10) regularly scheduled working days) in any one (1) calendar year.

7.6 Funeral Leave. Police Officers and Detectives, who at the time have completed their probationary period, shall receive eight (8) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, employee's grandparents, children, brother, sisters, brother-in-law, sister-in-law, and grandparents-in-law; and, to be eligible for such pay the employee must attend the funeral. An additional two (2) working days shall be allowed for the death of the employee's current spouse or parents.

Radio Operators and Police Service Technicians, who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, father-in-law, mother-in-law, stepchildren, employee's grandparents, children, brothers, sisters, brother-in-law, sister-in-law, and grandparents-in-law. To be eligible for such pay the employee must attend the funeral.

7.7 Jury Duty. The Employer agrees that when a full-time, permanent employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section.

Radio Operators and Police Service Technicians are limited to a maximum of thirty (30) days of jury duty leave in any calendar year. Further, a combination of jury duty pay and Employer supplemental pay shall never exceed the straight time hourly compensation the employee would have earned had he worked his/her normally scheduled shift nor shall jury duty hours be used for the pyramiding of hours worked in the calculation of overtime pay.

7.8 Application for Leave of Absence. Leaves of absence referred to in this Article must be applied for prior to taking such leave by the employee and approved by his supervisor in order to preserve the employee's job rights during such leave. All requests for leaves of absence pursuant to Section 7.6 above described must be confirmed by the employee in writing within five (5) working days after the employee's return.

## **ARTICLE VIII** **SICK LEAVE**

8.1 Accumulation. Full-time employees Police Officers, starting with their second (2nd) month of continuous employment by the Employer shall accumulate paid sick leave credits on the basis of one (1) day per month. Full-time Radio Operators and Police Service Technicians, starting with the seventh (7<sup>th</sup>) month of continuous employment by the Employer shall accumulate paid sick leave credits on the basis of one (1) day per month, going back to date of hire. Part-time Radio Operators, starting with the seventh (7<sup>th</sup>) month of continuous employment by the Employer shall accumulate paid sick leave credits prorated based on hours worked, up to one (1) day per month, going back to date of hire.

8.2 Request for Sick Days. In order to qualify for sick leave payments, the employee must report to the on-duty team leader or his designated representative not later than one (1) hour before his normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition thereto, if an employee is absent two (2) or more days, said employee must notify the department by 4:00 p.m. on the day preceding his intended date of return.

8.3 Eligibility for Sick Days. Qualified employees shall be eligible for paid sick leave (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-duty illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs, or was not attributable to causes occurring while performing work for which he is paid by someone other than the Employer.

(b) Police Officers and Detectives: When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his employment by the Employer and which is compensable under the Michigan Workers' Compensation Act, the Employer will pay such employee the net difference (taking into account the fact that Worker's Compensation payments are not subject to federal income or social security tax or state income tax) between what the employee receives in compensation under such Act and what he would have received for the time necessarily lost from his regularly scheduled duty days due to such illness or injury for a period of not to exceed twenty-six (26) weeks in any twelve (12) consecutive months. When an employee is no longer eligible for the payment from the Employer above referred to, thereafter he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the duty days on which such necessary absence occurred on his regularly scheduled hours.

(c) The Employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to

produce a statement from a medical doctor certifying to the necessity for such absence.

(d) In the event an employee is temporarily disabled to the extent that he is unable to perform all of the duties and functions normally required of him, the Chief of Police, in his judgment, may approve his returning to work on a limited duty basis. It is understood and agreed that the Chief of Police has the sole and complete discretion to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

(e) If loss of life, critical illness, or critical injury requiring hospitalization for a member of the employee's immediate family is involved, sick time may be authorized if requested by the employee. Sick leave shall not apply to dependent illnesses or injuries such as mumps, chicken pox, influenza, hepatitis, mononucleosis, broken bones (unless critical illness results), dental care, or any related illness or injury which does not require immediate emergency hospitalization, nor shall it apply to outpatient visits to doctor's offices or clinics for diagnosis or treatment not requiring hospitalization. Upon return to work, employees may submit an employee absence request form in duplicate to the Police Chief requesting approval for up to five (5) working days in any consecutive twelve (12) month period. The Chief of Police shall be the final approving authority in determining if a dependent illness meets established criteria, except that sick leave under this

section shall be approved if a certification from a licensed MD indicates and specifies a "critical" illness or injury.

8.4 Accumulation. Whenever sick or emergency leave payments are made under this Article the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits, the total accumulation of which shall not exceed 1,200 hours.

8.5 Sick Bank Payoff. Effective July 1, 1987, Police Officers and Detectives who have been continuously employed by the Employer for fifteen (15) years from their date of hire (see Appendix "E" or subsequent seniority list) shall be paid for fifty percent (50%) of the employee's unused accumulated sick bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate on the date of separation from employment. Radio Operators and Police Service Technicians retiring under the terms of regular, early, or disability provisions of the employee pension program, shall be paid for 50% of his/her unused accumulated sick leave bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate on the date of retirement.

In the event of death while an employee of the Employer, the employee's beneficiary or estate shall be paid for fifty percent (50%) of the employee's unused accumulated sick leave bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate at the time of death.

## ARTICLE IX INSURANCE

9.1 Life Insurance. Effective July 1, 1985, the Employer agrees to continue to pay the monthly premium for \$20,000 of group double indemnity life insurance coverage under the Employer's present plan and to provide \$100,000 false arrest insurance for each Police Officer and Detective while on duty. Effective July 1, 1985, the Employer agrees to continue to pay the monthly premium for \$5,000 of group double indemnity life insurance coverage under the Employer's present plan for full-time Radio Operators and Police Service Technicians, and for \$2,500 of group double indemnity life insurance for regular part-time Radio Operators.

Effective July 1, 1998, the Employer agrees to pay the monthly premium for \$30,000 of group double indemnity life insurance coverage under the Employer's present plan and to provide \$100,000 false arrest insurance for each Police Officer and Detective while on duty. Effective July 1, 1998, the Employer agrees to pay the monthly premium for \$15,000 of group double indemnity life insurance coverage under the Employers present plan for full-time Radio Operators and Police Service Technicians, and for \$12,500 of group double indemnity life insurance for regular part-time Radio Operators.

Employees may purchase, at their own expense and at the Employer's group rate, an additional \$15,000 life insurance.

9.2 Hospitalization Insurance. The Employer agrees for the life of this Agreement to provide group health insurance benefits comparable to that which prevailed immediately prior to the execution of this Agreement. The Employer agrees to pay the full cost of such insurance for health insurance coverage for each employee covered hereunder to a maximum monthly premium as specified below.

Police Officer and Detective	\$450.00 per month
Part Time Radio Operator	\$220 per month, single coverage
Full Time Radio Operators and Police Service Technicians:	
	\$220 per month, single coverage
	\$500 per month, two person coverage
	\$535 per month, family coverage

The employee agrees to pay any additional premium which is charged to the Employer for these coverages through a bi-monthly payroll deduction.

Any employee who can provide evidence of coverage and elects to opt out to the city health insurance plan, shall receive a monthly cash supplement equal to 50% of the monthly premium of the insurance type and plan when discontinued. Payments will be made through the regular payroll systems. Opt out can occur at any time during the year; however, re-enrollment into the medical plan can occur only during open enrollment, unless an involuntary loss of coverage occurs. In the situation where involuntary loss of coverage occurs, the employee shall notify the Department of Employee Development within five (5) working days of the event. An employee who previously dropped medical insurance to elect opt-out shall be re-enrolled, as well as employee dependents, into the medical plan previously dropped. An employee who elected the opt-out at the time of hire may elect the type of medical insurance plan for which the employee and eligible dependents will be enrolled.

9.3 Dental Insurance. The Employer agrees to provide Delta Dental group insurance, limited as follows: 100% of treatment costs paid by Delta Dental on certain Class I Benefits (Preventive, Diagnostic, and Emergency Palliative); 75% on remaining Class I Benefits (including Radiographs); 50% on Class II and Class III Benefits. The maximum benefit shall be \$1,000.00 per person total per contract year on Class I and Class II Benefits, and payment for Class III Benefits shall not exceed a lifetime maximum of \$1,000.00 per eligible person.

9.4 Long-Term Disability. The Employer shall provide, at its sole expense, a long-term disability policy for all full time employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than ninety (90) working days (or eighteen (18) weeks) after the date of such disability. Said policy shall further provide that the provisions for two-thirds (2/3) of income as set forth above shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment in excess of the two-thirds (2/3) of income provided by the carrier, notwithstanding any other provision of this contract.

9.5 Retiree Health Insurance. Effective July 1, 1989, the City shall add retiree health insurance to its health insurance coverage provided to bargaining unit members and said coverage shall be the same as provided to regular bargaining unit employees, spouse and family. The Employer shall maintain the retiree's health insurance feature as a part of its insurance coverage. The City shall have no obligation to pay any health insurance premium for a retired employee. The Employer shall make payments to the Association's retiree health insurance fund as follows:

July 1, 1996	\$ 82,622.00
July 1, 1997	\$ 90,000.00
July 1, 1998	\$100,000.00
July 1, 1999	\$110,000.00

The retired employee desiring health insurance coverage shall obtain same by paying the required premium to the Employer. The Employer agrees that eligible retirees shall have open entry and exit to the retiree health insurance program, subject to any policy of the carrier regarding exclusions for pre-existing conditions, other than conditions known to the Employer to have existed during the Employee's term of employment.

It shall be the Association's exclusive responsibility to administer this fund, to determine the amount of benefit payments each retiree is eligible for and the rules of said eligibility and in all manner to regulate and control this fund. This fund shall be administered in accordance with all applicable laws and regulations. The Employer shall have no responsibility for the administration of this fund or to pay health insurance premiums for retirees.

9.6 Cafeteria Plan. If the City establishes a cafeteria-style insurance plan in the future for non-union employees, the City will allow bargaining unit members to participate

in such a plan on the same basis, but at the same Employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect a plan.

## **ARTICLE X BASIC REQUIREMENTS**

10.1 Physical Fitness. The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in a reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a medical doctor of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Association shall give the employee a physical or mental examination, whichever is applicable. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Association.

10.2 Licensing Requirements. Any employee who fails to meet any license requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for his job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirement is not met.

## **ARTICLE XI OVERTIME**

11.1 Overtime. Time and one-half an employee's regular hourly rate of pay shall be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours in any work week.

Police Officer and Detective: If an employee must actually work more than six (6) scheduled consecutive full days (i.e., not including holiday leave or vacation time) in any two (2) consecutive work weeks, and time worked on those six (6) days exceeds forty (40) hours, then time and one-half shall be paid beginning with the seventh consecutive day worked, and ending with the last such consecutive day worked (subject to payment of further overtime in the second consecutive work week if forty (40) hours are exceeded in that second week).

- a) When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than two (2) hours of straight time pay for the work so performed, which shall count towards the eight (8) hours per day or forty (40) hours per week requirement for overtime pay. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Officers' scheduled working hours shall not be changed to avoid the payment of overtime.

- b) The time and one-half provisions set forth above shall apply to time spent as a witness in court.
- c) When it is necessary for an employee to serve as an officer witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked eight (8) hours per day or forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used.
- d) The Employer agrees to conform to the requirements of the law with respect to approved in-service training time scheduled at a time other than during an employee's regular tour of duty and with respect to travel time to or from the designated location for said training, either after regularly scheduled duty hours or on days that he is not scheduled for duty. The eight (8) hour per day overtime provision specified in Section 11.1 shall not apply to such in-service training or travel.
- e) Scheduled overtime shall be posted and bargaining unit employees shall be allowed to sign up for scheduled overtime. If more employees sign up for a given overtime opportunity than are needed, the most senior employees shall be given the overtime. Unscheduled overtime to fill in for absences shall normally be filled by offering on a seniority basis, 1/2 of the shift to officers on duty and 1/2 of the shift to the officers scheduled to work on the shift immediately following.

Radio Operators and Police Service Technicians: Scheduled overtime shall be posted and employees shall be allowed to sign up for said overtime. If more employees sign up for a given overtime opportunity than are needed, the most senior employee(s) available for the entire period shall be given the overtime. If an insufficient number of employees sign the posting, the Employer may assign the overtime in inverse order of seniority to qualified employees.

Non-scheduled absences shall be offered first to part-time employees on a no-overtime basis. If overtime is required, it will be offered to employees on the basis of seniority who are on the overtime opportunity list, first to those available for the entire period, then to those available for a portion of the period. If overtime still exists, overtime will be assigned on an inverse seniority basis to the shift immediately preceding the shift where the overtime exists on a hold-over basis, up to four (4) hours; then on a call-in basis from the next succeeding shift, up to four (4) hours.

Employees would be ineligible for the overtime opportunities offered in the above two paragraphs if working such overtime would result in less than eight (8) hours between shifts, if it would cause the employee to work over twelve(12) hours continuously, or if it would result in excessive overtime to any employee.

When it is necessary for an employee to serve as a witness in a court proceeding related to the performance of the employee's job duties at a time other than his/her regular duty day, such employee shall be paid by the Employer for all such time spent in court on

an overtime basis, provided he or she worked eight (8) hours per day or forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. The "anti pyramiding" language provided in this article applies to any overtime payments under this section.

11.2 Pyramiding. Whenever hours worked or paid leave hours such as holiday leave hours, vacation hours, or sick leave hours are reported for the purpose of calculating overtime for pay purposes, no hours worked or reported shall be pyramided, compounded, or counted twice for the same hours worked or reported for any reason.

11.3 Daylight Savings Time. Employees will be paid for actual time worked during time from Eastern Standard time to Daylight Savings time and vice versa.

## **ARTICLE XII HOLIDAYS**

12.1 Holiday Defined. Time and one-half (1½) an employee's regular hourly rate will be paid for all time actually worked on the following holidays:

January 1	Veteran's Day (November 11)
Washington's Birthday (legal holiday)	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Latter one-half of December 24
July 4	December 25
Labor Day	Latter one-half of December 31

It is recognized that the Good Friday Holiday becomes a full day holiday for Radio Operators and Police Service Technicians effective July 1, 1997.

12.2 Holidays - Police Officers and Detectives. Inasmuch as employees are required to work on holidays, in order to alleviate schedule problems, it is agreed that Police Officers and Detectives shall receive eleven (11) annual leave days in lieu of the ten and one-half (10½) holidays scheduled for other employees of the City. The eleven (11) annual leave days shall be scheduled at a time mutually convenient to the employee and the Employer. No employees shall be allowed to carry more than five (5) holiday leave days into their next succeeding anniversary year of employment except in cases of extraordinary circumstances.

12.3 Holidays - Radio Operators. In the event an employee is required to work on a holiday, he/she shall have the option of taking the pay for hours worked on a holiday, or they may notify the Employer on or before the end of the payroll period in which the holiday falls that they desire to accumulate up to eight (8) hours for holiday leave time; such holiday leave time may be taken thereafter at any time; provided, however, that no more than 40 hours of holiday leave time may be carried at any one time. The Chief shall determine the number of employees who can be excused for holiday leave at any one time. It is the intent to encourage those employees who must work on a holiday to take holiday pay; to this end it is recognized that any combination of pay for holidays shall not exceed two and one-half times the employee's rate of pay while any combination of leave day accrual and pay for the holiday worked shall not exceed two (2) times an employee's rate

of pay. Part time Radio Operators will receive prorated holiday pay, based on hours worked. To qualify for holiday pay, employees must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday unless on a scheduled vacation, absent due to illness or injury for which they have been off work within seven (7) days prior to the holiday, or absence is due to a death in the immediate family which occurred within three (3) days preceding the holiday.

12.4 Holidays - Police Service Technicians. If any of the defined holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. If any of the defined holidays occur on a Sunday, the following Monday shall be recognized as the holiday. To qualify for holiday pay, employees must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday unless on a scheduled vacation, absent due to illness or injury for which they have been off work within seven (7) days prior to the holiday, or absence is due to a death in the immediate family which occurred within three (3) days preceding the holiday. Police Service Technicians shall be entitled to December 24<sup>th</sup> or December 31<sup>st</sup> when they occur on a Monday through Friday, as a recognized holiday subject to the following conditions.

- a) When December 24<sup>th</sup> and December 31<sup>st</sup> occur on a Monday through Friday, it may be necessary that the Police Department remain open. In the event the Employer does not close the Police Department on December 24<sup>th</sup> and December 31<sup>st</sup>, approximately one-half of the bargaining unit employees will be required to be at work on each of such days.
- b) Employees shall be required to notify their immediate supervisor as to which one (1) of the two (2) days they wish to elect for a holiday on or before December 15 of each year.
- c) Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the day of their choice, unless doing so would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority within their respective Police Service Technician classification shall have preference for the day of their choice.

### **ARTICLE XIII** **VACATIONS**

13.1 Vacation Entitlement. Regular full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

(a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for and in accordance with the procedure followed prior to the execution of this Agreement.

(b) Following successful completion of six (6) months of

employment, such employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.

(c) Employees who, as of the anniversary of their last hiring date, have completed five (5) years of continuous employment with the Employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per years.

(d) Employees who, as of the anniversary of their last hiring date, have completed fourteen (14) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

13.2 Vacation Paychecks. Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written requests therefor to their supervisor at least five (5) working days in advance of the start of such vacation.

(a) The Chief of Police or his designee shall determine the number of employees who can be excused for vacation at any one time.

13.3 Vacation Pay at Termination. If an employee, who is otherwise eligible for vacation with pay, quits, retires, or is discharged from employment, such employee shall be paid for all unused vacation time credited as of his termination date. For an employee who dies after completing six (6) months of employment, his designated beneficiary shall be paid for all unused vacation time accrued.

13.4 Vacation Accrual. Vacation time may be accumulative to a maximum of one and one-half (1½) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and their department head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the Employer.

13.5. Part Time Radio Operators. Part time Radio Operators shall receive vacation accruals using the above schedule, prorated based on hours worked.

#### **ARTICLE XIV LONGEVITY**

14.1 Longevity Entitlement. All regular, full-time employees shall receive longevity pay for continuous service in accordance with the following schedule:

Longevity pay shall be in accordance with the following schedule:

Upon completion of 5 years - 2% of base pay

Upon completion of 10 years - 4% of base pay

Upon completion of 15 years - 5½% of base pay

Upon completion of 20 years - 7½% of base pay

Continuous service shall accrue from the last hiring date.

14.2 Continuous Service. For the purposes of this Article, continuous service shall be broken by (1) quit, (2) discharge, unless reinstated through the grievance procedure, or (3) retirement.

14.3 Longevity Date of Payment. The above referenced longevity payment shall be made the first pay period after the employee's anniversary date. Longevity pay shall be calculated on rate of base pay on the employee's anniversary date.

14.4 Longevity Payment Upon Death. In the event that an employee dies, his designated beneficiary or estate shall receive a pro rata amount of the current year's longevity pay due.

14.5 Longevity Payment Upon Separation. In the event an employee who has accumulated in excess of five (5) years of continuous service separates from service with the Employer, employee shall receive a pro rata amount of the current year's longevity pay due.

## **ARTICLE XV** **COLLEGE INCENTIVE**

15.1 Credit Definition. All regular, full-time employees covered by this contract shall receive, in addition to any other payments hereunder, the sum of Fifty Dollars (\$50.00) per year for each twelve (12) college credit hours earned by such employee, subject to the following conditions:

(a) Such credit hours must be job related and/or part of a job related degree program as determined by the Chief of Police.

(b) All credit must be obtained from a duly accredited college and/or university.

(c) Payments shall be accumulated in units of twelve (12) credit hours; fractions of units (that is, less than twelve (12) credit hours) shall not be considered for payment.

(d) Notwithstanding the number of credit hours accumulated, no payment under this Article shall exceed Six Hundred Fifty Dollars (\$650.00) per year.

(e) Credit hours shall not be credited under this Article for any class or classes which the employee received a grade below a "C",

regardless of whether or not the college and/or university gives credit for lower grades.

(f) Credit hours as referred to herein shall mean a semester (or credit) hours; quarter (or term) hours shall be credited at a ratio of 3/2 (that is, three quarter hours = two semester hours); any credits received from a college on a "unit" system shall be transposed into semester (or credit) hours on the basis of a ratio clearly stated on the transcript from such college and/or university.

15.2 Transcript Verification. Employees seeking the college incentive bonus under this Article shall provide a certified transcript of hours and grades accumulated prior to January 15 of each year.

15.3 Payment Date. Payment of the college incentive bonus under this Article shall be made on the second pay period of February in each succeeding calendar year.

15.4 Authorized Credits. For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours from the date hereof.

#### **ARTICLE XVI PERSONNEL FILES**

16.1 Access to Personnel Files. Any employee shall have the right, upon written request, to see his file and to receive copies of all material placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished, subsequent copies of the same material will be furnished to the employee at his expense.

16.2 Reprimands in Personnel File. No written reprimands shall be placed in an officer's personnel file until such employee has seen said reprimand which shall be a proper subject for the grievance procedure and the officer has had an opportunity to sign the reprimand.

#### **ARTICLE XVII SALARY RANGES**

17.1 Salary Ranges. The job classifications and the salary ranges therefor, effective July 1, 1989, are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

**ARTICLE XVIII**  
**EMPLOYMENT CONDITIONS**

18.1 Policies and Procedures. All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not contrary or inconsistent to the provisions herein contained shall be unaffected by this Agreement.

18.2 Briefing and Orientation. Employees shall be compensated for briefing and orientation time.

18.3 Shift Bids. Patrol Team employees and Full Time Radio Operators shall be allowed to bid shifts every six months. Employees shall be allowed to select the shift of their choice by exercising their seniority. Except for special events, the days off schedule shall be rotated every four (4) weeks within each shift bid. The Employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events. The shifts shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and from 12:00 midnight to 8:00 a.m. The Employer also retains the management right to determine the number of officers to be assigned to each shift.

Up to four (4) officers will be assigned to the patrol division as needed by the Employer, in the Employer's sole judgment and discretion. These officers shall be selected by offering the assignment to the most senior officer and proceeding down the seniority list until the officers are obtained. In the event four (4) employees do not volunteer, the balance of the positions shall be made up of the least senior employees on the patrol teams. All officers outside of the patrol teams and field officer trainees are excluded from the provisions of this shift bid section. However, once an officer completes his/her fourteen (14) week field training status, he/she shall move onto a team by allowing one of the four (4) rotational officers to select a permanent shift by seniority and the trainee shall move to his/her vacant slot. The four rotational officer slots or positions will be identified and posted with the shift bid and officers will bid these slots or positions and if no officer bids these rotational positions, the lowest seniority officer in the patrol division shall be assigned to these positions.

18.4 Hours of Work - Radio Operators and Police Service Technicians. The normal work week shall consist of forty (40) hours. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their shift, and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their shift. The timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, unless otherwise excused, except as above provided and except for the unpaid lunch period at or near the midpoint of their shift.

## **ARTICLE XIX** **PROMOTIONS**

19.1 Promotional Positions. It is recognized by the parties hereto that the positions of detective and sergeant shall be promotional positions available only to bargaining unit employees.

19.2 Vacancies. When a vacancy exists in any of the aforecited promotional positions, such vacancy shall be filled in accordance with the following procedure:

(a) Minimum eligibility requirements for each position:

(1) Detective. Three (3) years as a sworn police officer with the City of Portage.

(2) Sergeant. Five (5) years as a sworn police officer with the City of Portage.

(b) Written Examination. Eligible employees who bid for a job shall be allowed to take a written examination, which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the person examined to discharge the duties of the position sought by them, including the supervisory skills of applicants to the sergeant classification. The examination shall be either prepared or selected under the supervision of the Personnel Department. All employees who participate in the preparation of the examination shall have access to only those portions of the examination upon which they are being consulted and shall keep such information in strict confidence. The examination shall be conducted by an employee of the Personnel Department, who shall assign a number to each applicant. Following completion of the examination, the test will be scored by an employee of the Personnel Department. If an examination selected by the Employer is supplied by a company or agency, then the passing score shall be as established by that company or agency. Only employees obtaining a passing score shall be allowed to progress to the next step in the promotional procedure. The Personnel Department may conduct an item analysis of the examination to determine if any of the questions should be excluded before final scores are assigned. The written examination score shall be divided by one-half (1/2) and the points obtained by this division shall be the points given the applicant, up to a maximum of fifty (50) points. The Chief shall provide a reference material list from the testing agency ninety (90) days prior to the examination administrative date. Written test scores shall be posted by assigned test number promptly after results of the written exam are known.

(c) Personnel File Examination. The personnel file of each

applicant, excluding disciplinary matters concerning events that occurred more than two (2) years prior to the job posting, shall be reviewed. The Association and the City shall each appoint one representative who will serve as a member of the Personnel File Review Committee. Employees who are competing for the promotion in question may not serve on the file review committee. The Committee shall consist of one sworn officer and one civilian representative. The Committee shall function in accordance with procedures discussed in the jointly established personnel file review memorandum dated March 22, 1988 in determining points up to a maximum of twenty to be awarded to each promotional candidate. Discretionary point awards will be determined solely by the Personnel File Review Committee. In the unlikely event that the Committee cannot agree on point award for one or more candidates, the Association Executive Board Members who are not in competition for the promotion shall resolve the issue(s) in question.

(d) Seniority. Each applicant shall receive one-half (1/2) point for each year of service as a sworn police officer or above with the department as of the date of the job posting, up to a maximum of ten (10) years.

(e) Oral Board Test. The Personnel Department shall calculate the total number of points received by each applicant in the above steps. The Personnel Department shall then cause to be posted on the appropriate bulletin board the names of all applicants, providing always that they have accumulated a minimum of fifty (50) points. The actual combined scores shall be retained in confidence by the Personnel Department and shall not be disclosed until the promotional procedure is completed and each applicant's score is determined. The ability of applicants who qualify for the oral board examination to perform the duties of the job classification for which they have made application shall be compared in the following manner:

The oral examining board shall consist of a command officer from a police agency outside the County of Kalamazoo, and a civilian personnel specialist. The oral examining board shall inquire concerning the employee's experience, training, qualifications, attitude and any other factors deemed relevant by the members of the board in order to determine the applicant's ability to perform the job for which he has made application. The basic questions for each area of the inquiry shall be prepared in advance and asked of each applicant. Members of the oral examining board shall score each applicant at the completion of his interview and shall thereafter not be allowed to change the score. The average score obtained before the oral examining board shall constitute up to a maximum of twenty-five (25) points of the applicant's final score.

(f) Eligibility Lists. The final score of each applicant based upon his score on the written examination, personnel file examination and oral examining board test along with the points given for seniority shall be determined. Each applicant shall be notified of his score on each separate

section of the promotional procedure. The Chief shall fill any vacancy by selecting from among the top three (3) employees on the list.

(g) Association Liaison. The member of the File Review Committee appointed by the Association shall also serve as an Association liaison who will have access to all promotion related data. The purpose of the liaison will be to work with the representative of the City in identifying and correcting unintentional errors that may occur during any part of the promotion process.

## **ARTICLE XX ASSIGNMENT AND TRANSFERS**

20.1 Assignments. Except for the position of Detective, the assignment of employees to positions outside of the patrol division shall be made by the Employer on the basis of qualifications and ability as determined by the Chief of Police. Such assignments are not promotions and no change in rate of pay shall be made to those employees other than normal step raises to which they may become entitled.

(a) Assignments to positions which are not promotional will be for a maximum of thirty-six (36) months. Upon vacation of such position, if the need remains, it will be filled by another employee. Any employee assigned to a special assignment shall not be allowed to reapply for any special assignment for a period of three (3) years.

20.2 Transfers. The Employer shall have the right to transfer employees outside of their assigned division, irrespective of seniority, to fill temporary vacancies or positions and to take care of unusual conditions or situations, each of which shall not exceed sixty (60) days in any 12 month consecutive period. If an employee is transferred to perform the work of a higher paying classification or rank, he shall be paid the rate of pay of said higher classification or rank.

20.3 Seniority in Transfer and Assignments. In no case shall assignments and transfers, as provided in Sections 20.1 and 20.2 above, be given to those employees with less than two (2) years seniority, except for assignments not to exceed thirty (30) days.

20.4 Temporary Job Assignments. It is understood and agreed that the assignment of employees within the bargaining unit to temporary job assignments involving cooperative efforts with other law enforcement agencies shall be made on the basis of need, qualifications, ability and duration as determined by the Chief of Police, provided that no such temporary assignment shall exceed 36 consecutive months. Upon vacation of such position, if the need remains, it will be filled by another employee. Any employee assigned to a special assignment shall not be allowed to reapply for any special assignment for a period of three years unless there are no other applicants for the assignment. Said assignments are not promotions and no change in rate of pay shall be made to those employees so assigned, other than normal step raises, that they may become entitled to while performing said assignments.

20.5 Written and Oral Board Examinations. In the case of the assignment of an employee to a higher classification, he must have passed the most recent written

examination for such a classification.

## **ARTICLE XXI UNIFORMS**

21.1 Clothing Allowance - Non-Uniform: Cleaning and Maintenance. The clothing allowance for officers assigned to duties involving the utilization of civilian clothing shall be Six Hundred Seventy-Five Dollars (\$675.00) per year provided that an officer is assigned to such duty for more than sixty (60) days. The payment of the clothing allowance during the first year of assignment shall be made in the first paycheck following the effective date of the new assignment, and thereafter shall be made upon the anniversary of the assignment. If the employee fails to complete the sixty (60) day trial period, the employee agrees to pay back the full amount of the clothing allowance through payroll deduction of Fifty Dollars (\$50.00) per pay period. The clothing allowance shall never exceed a payment of Six Hundred Seventy-Five Dollars (\$675.00) for any twelve (12) month period. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of this Agreement. Effective July 1, 1999, the clothing allowance shall become \$800.00 per year.

21.2 Safety of Equipment. It is understood and agreed that all equipment to be used by officers is to meet minimum State safety standards and that each officer is obligated to advise his command officer in writing when any such equipment fails to meet such standards.

21.3 Coveralls, Boots, Shoe Allowance. The Employer will continue to furnish each non-uniformed officer with one pair of coveralls and one pair of boots to be used for tactical and training purposes. Effective July 1, 1998, Police Officers and Detectives shall receive a shoe allowance of \$75.00 per year, on the first pay date of July each year of the contract.

21.4 Appearance. It is understood and agreed that the appearance of patrolmen shall at all times be in conformity with the letter of the Chief of Police dated August, 1992 which is attached as Appendix "C".

21.5 Low Quarter Shoes. Patrolmen shall be permitted to wear either low quarter shoes or boots which have the prior approval of the Chief of Police, as per his letter dated July, 1975, which is attached as Appendix "D".

21.6 Ties - Summer Uniform. Police officers shall not be required to wear ties whenever the summer uniform is in effect. Each officer shall have the option of wearing a tie, sweater or turtle neck when the winter uniform is in effect.

**ARTICLE XXII**  
**RESIDENCY**

22.1 Residency. Police Officers and Detectives shall be permitted to live anywhere within a fifteen (15) mile radius of the Police Station.

22.2 Requirement After Probation. It is understood and agreed that no new employee shall be required to conform to the requirement set forth above until a reasonable time immediately after completing his probationary period.

**ARTICLE XXIII**  
**MISCELLANEOUS**

23.1 Animal Transportation in Vehicle. No live or dead animals shall be transported in police vehicles.

23.2 Pension. It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, in accordance with the terms and conditions as set forth in Appendix "F" which by this reference is made a part hereof. This plan shall be effective for all Police Officers and Detectives.

The Employer agrees, for the life of this Agreement, to maintain its defined pension program for full time Radio Operators and Police Service Technicians on the same basis as prevailed immediately prior to the execution of this agreement. Commencing July 1, 1980, the "Normal Retirement Age" will become age 62. All other terms and conditions of the pension program shall remain the same. Effective for all employees who retire after July 1, 1985, the definition of compensation shall be limited to straight time hourly wages plus an earned overtime, provided that overtime in the final year worked before retirement shall not exceed the average number of overtime hours per year worked for the previous three (3) years.

23.3 Accident - Damage, Repair Costs. It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by deducting accrued LEAVE TIME. Any reimbursement shall be conditional on the negligence of the employee involved, as determined by the Safety Committee, for the following offenses:

- (a) Accidents involving City-owned vehicles.
- (b) Careless operation of City vehicles.
- (c) Careless use or damage of City equipment, materials or property which may necessitate the repairing thereof.
- (d) Property damage, either public or private.

23.5 Savings Clause. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of 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 supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

23.6 Shift Differential. Full time employees who work on any shift which commences on or after 12:00 noon but before 8:00 pm shall be entitled to a shift premium of thirty-five (\$.35) cents per hour. Full time employees who work on any shift which commences on or after 8:00 pm but before 6:00 am shall be entitled to a shift premium of fifty (\$.50) cents per hour. Shift premium shall not be added to the base rate for purposes of calculating longevity. Part Time employees will receive shift differential of \$7.50 per week for any shift worked.

23.7 When a Police Service Technician performs the duties of a Radio Operator for a consecutive period in excess of one (1) hour, he/she shall receive the normal wages of a Radio Operator for such time.

**ARTICLE XXIV**  
**DURATION**

24.1 Duration. This Agreement shall remain in full force and effect until 2400 hours on the 30th day of June, 2000, and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to said 30th day of June, 2000, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT is signed on behalf of the respective parties this 24<sup>th</sup> day of September, 1997.

PORTAGE POLICE OFFICERS  
ASSOCIATION

Scott Hulbert (Pres)  
Timothy (Sec)  
Paul Stojin (SGT y Ann)

CITY OF PORTAGE

Gary P. Brown  
James R. Hudson

APPENDIX "A"

PORTAGE POLICE OFFICERS ASSOCIATION  
BASE SALARY SCALE

Effective	Job Classification	Start Step A	1-2 yrs Step B	2-3 yrs Step C	3-4 yrs Step D	4-5 yrs Step E	5 yrs Step F
7-1-96	Police Officer	\$31,287.67	\$34,275.78	\$37,261.71	\$40,249.84	\$43,235.77	\$46,219.51
	Detective	\$42,133.39	\$43,843.23	\$44,078.12	\$45,465.65	\$46,490.46	\$47,572.09
7-1-98	Police Officer	\$31,932.19	\$34,981.86	\$38,029.30	\$41,078.98	\$44,126.42	\$47,171.64
	Detective	\$43,001.33	\$44,746.40	\$44,986.13	\$46,402.24	\$47,448.17	\$48,522.07
7-1-99	Police Officer	\$32,669.83	\$35,789.94	\$38,907.78	\$42,027.91	\$45,145.74	\$48,261.30
	Detective	\$43,994.66	\$45,780.04	\$46,025.31	\$47,474.14	\$48,544.22	\$49,673.63
Effective	Job Classification	Start Step A	6 mths-1 yr Step B	1 + yr Step C			
7-1-96	Radio Operator	\$28,191.00	\$28,860.65	\$29,531.32			
	Police Service Technician	\$25,151.41	\$25,734.92	\$26,343.04			
7-1-97	Radio Operator	\$28,861.94	\$29,547.53	\$30,234.17			
	Police Service Technician	\$25,750.02	\$26,347.41	\$26,970.01			
7-1-98	Radio Operator	\$30,027.96	\$30,741.25	\$31,455.63			
	Police Service Technician	\$26,790.32	\$27,411.85	\$28,059.60			
7-1-99	Radio Operator	\$31,376.22	\$32,121.53	\$32,867.99			
	Police Service Technician	\$27,993.20	\$28,642.64	\$29,319.47			

Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during the first five (5) consecutive years of employment shall be advanced to the next incremental step in the applicable salary range not later than the anniversary date of their employment.

When an employee is permanently promoted from one job classification to another he/she shall as of the start of the next succeeding pay period be placed at the lowest step for the classification to which he/she is promoted which will result in a salary increase. Thereafter, he/she shall advance to the next incremental step in the applicable salary range not later than one year from his/her effective promotion date which shall continue until such promoted employee reaches the maximum of the salary scale with the job classification he/she occupies.

## APPENDIX "B"

### COST-OF-LIVING ALLOWANCE

B.1 The Cost-of-Living Allowance provisions contained in this Appendix "B" shall be frozen until June 30, 2000. The Cost-of-Living Allowance shall be determined in accordance with changes in the Revised Consumers Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100), hereinafter referred to as the B.L.S. Consumers Price Index.

B.2 Effective with the B.L.S. Consumers Price Index for January, 2000, as the base, the Cost-of-Living provisions of this Appendix "B" shall resume. The first adjustment after the resumption of the Cost-of-Living Allowance shall be made in July based upon the difference between January, 2000 and April, 2000. Thereafter, adjustments shall be made quarterly as of the first pay period beginning on or after the first day of the ninth, twelfth, third, and sixth calendar months of the year and shall be based on the B.L.S. Consumers Price Index as of the second preceding month. For example:

<u>Adjustment Shall Be Made In</u>	<u>Based Upon Index for Preceding</u>
September	July
December	October
March	January
June	April

In no event will a decline in the B.L.S. Consumers Price Index below that of January 31, 2000, provide the basis for any reduction in the Cost-of-Living.

B.3 The amount of Cost-of-Living Allowance which shall be effective for the one three (3) month period as provided in Section B.2 above shall be paid as an hourly rate addition with one cent (1¢) per hour adjustment for each 0.4 point change up or down to the Index.

B.4 In the event the Bureau of Labor Statistics does not issue the B.L.S. Consumers Price Index on or before the beginning of any pay period referred to in Section B.2, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

B.5 No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for B.L.S. Consumers Price Index for any base month.

B.6 The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the official monthly B.L.S. Consumers Price Index in its present form and calculated on the same basis as the Index for January, 1994 unless otherwise agreed upon by the parties.

B.7 If the Bureau of Labor Statistics changes the form or the basis of calculating the B.L.S. Consumers Price Index, the parties agree to request the Bureau to make available, for the life of the Agreement, a monthly Consumers Price Index in its present form and calculated on the basis as the Index for January, 2000.

B.8 It is understood and agreed that this Appendix is a continuation of a prior Agreement, and there shall be no gaps or overlaps in the payment of the Cost-of-Living add on. This contract provision shall be frozen from July 1, 1996, through June 30, 2000.

APPENDIX "C"

LETTER OF UNDERSTANDING

The following modifications to the Grooming Code are hereby agreed upon:

1. Sideburns are not to extend below the bottom of the ear and horizontally trimmed.
2. Mustaches are not to extend below the lower bottom lip line at the bottom and are not to extend past the natural cheek lines onto the face.
3. Sides are not to extend below the middle of the auditory canal when combed down.
4. Back may not extend below the bottom of the uniform collar.

Dated August 1992

APPENDIX "D"

POLICE DEPARTMENT

CITY OF PORTAGE  
7810 Shaver Road  
Portage, Michigan 49081  
(616) 327-4404

Phone: 327-4404

Area Code: 616

TO: All Personnel  
FROM: G. Von Behren  
DATE: July 28, 1975  
SUBJECT: Authorized Footwear

The following types of uniform footwear are approved; various styles subject to review by the Chief of Police:

1. Utility boots, high-top low quarters and low quarters; plain toe and black.
2. Approved footwear may be worn at any time except as otherwise directed for special occasions such as parades, meetings, etc.
3. Plain black rubber-type rain boots may also be worn as needed.
4. There is no change in the department issue policy.

George E. Von Behren,  
Chief of Police

GVS:wp

APPENDIX "E"  
CITY OF PORTAGE  
SENIORITY LIST  
 Employees Represented by  
 P.P.O.A./F.O.P

<u>Name</u>	<u>Date Started</u>	<u>Date in Class</u>	<u>Present Classification</u>
Bremmer, Mervyn	09-30-68	09-30-68	Police Officer
Terrell, Jeff	10-08-68	10-08-68	Police Officer
Klein, Louis	01-06-69	01-06-69	Police Officer
Eggerding, Larry	11-18-69	11-18-69	Police Officer
Hummell, Darrell	12-01-69	12-01-69	Police Officer
Secondi, Caroline	10-11-70		Radio Operator
Napp, Larry	03-13-72	05-09-88	Detective
Babel, Robert	04-17-72	04-17-72	Police Officer
Bogema, Jack	04-27-72	04-27-72	Police Officer
King, Dennis	07-01-72	07-01-72	Police Officer
Magga, Ken	12-26-72	12-26-72	Police Officer
Buckley, Patrick	03-19-73	03-19-73	Police Officer
Hurlbert, Scott	10-21-74	10-21-74	Police Officer
Sherfield, Paul	01-05-76	01-05-76	Police Officer
Brignall, Sharon	10-04-76	10-04-76	Police Officer
Petroski, Ronald	01-10-77	02-25-85	Detective
Lange, Steven	01-31-78	01-31-78	Police Officer
Wright, Michele	09-05-78	02-25-85	Detective
Palenick, Thomas	09-11-78	04-10-90	Detective
Patterson, Glen	03-01-79	03-01-79	Police Officer
Bauer, Jack	03-01-79	03-01-79	Police Officer
Hartzell, Richard	09-12-79		Radio Operator
Phillips, Jerome	10-01-79		Radio Operator
Kalis, Jess	11-09-79	07-16-91	Detective
Phillips, Kathleen	12-11-79		Radio Operator
Nichols, Patricia	07-09-80	07-09-80	Police Officer
Scott, W. Ray	10-04-82	10-04-82	Police Officer
Dylhoff, Randy	10-11-82	04-09-90	Detective
Romanak, Gwen	08-30-85	02-08-94	Detective
Roseman, Frank	01-06-86		Police Service Tech.
Yarger, Mark	09-22-86	09-22-86	Police Officer
Cermak, Daniel	11-30-87	11-30-87	Police Officer
Blue, John	05-09-88	05-09-88	Police Officer
Baker, William	05-25-89	05-25-89	Police Officer
Stermer, Brenda	08-08-89		Radio Operator
McDonnell, Joseph	09-29-89	09-29-89	Police Officer
Johnson, Marcia	08-23-90		Radio Operator
Triquet, Suzanne	11-08-90	11-08-90	Police Officer
Agay, Mary	05-13-91	05-13-91	Police Officer
VandenBrink, Brian	05-16-91	05-16-91	Police Officer

APPENDIX "E"  
 CITY OF PORTAGE  
SENIORITY LIST  
 Employees Represented by  
 P.P.O.A./F.O.P

<u>Name</u>	<u>Date Started</u>	<u>Date in Class</u>	<u>Present Classification</u>
Whisman, Joseph	08-26-91	08-26-91	Police Officer
Michael, Jeanine	09-14-92		Radio Operator
Clark, Steven	01-04-93	01-04-93	Police Officer
Motson, Scott	11-28-94	11-28-94	Police Officer
Layman, Darcy	03-13-95		Police Service Tech.
Taffee, Bryan	06-26-95	06-26-95	Police Officer
Henry, Steven	08-28-95	08-28-95	Police Officer
Moore, Shelley	11-01-95		Radio Operator
Vandermay, Marie	01-22-96		Radio Operator
Cantin, Holly	03-14-96	03-14-96	Police Officer
Wolfe, Matthew	03-14-96	03-14-96	Police Officer
Burke, Gregory	05-14-96	05-14-96	Police Officer

## APPENDIX "F"

THIS AGREEMENT entered into this 11th day of October, 1996, between the CITY OF PORTAGE (hereinafter referred to as "City") and the PORTAGE POLICE OFFICERS ASSOCIATION (hereinafter referred to as the "Association").

In consideration of the promises made to each other contained in a collective bargaining agreement entered into on the 11th day of October, 1996, to be effective July 1, 1994, the parties hereto agree as follows:

1. The Association has established a Money Purchase Plan (hereinafter referred to as "MPP") for its members.

2. Future contributions to the MPP shall be paid by the City to the designated fund administrator on behalf of each officer in accordance with the following:

a) The monthly contribution will be \$424.34 for each member of the Association employed by the City through June 30, 1995.

b) Beginning July 1, 1996, the monthly contribution will be \$453.67 through June 30, 1997. Beginning July 1, 1997, the monthly contribution will be \$566.17 through June 30, 1998. Beginning July 1, 1998, the monthly contribution will be \$641.17 through June 30, 1999. Beginning July 1, 1999, the monthly contribution will be \$727.33 through June 30, 2000.

c) Payment shall be made on a monthly basis and shall be paid by the 15th of the month for the preceding month.

d) For officers who are not employed for the full month, the contribution in that instance will be prorated accordingly.

3. MPP shall be established and administered by the Association.

4. The City shall have no responsibility whatsoever for the administration of the Plan, including providing any payroll deduction services for voluntary employee contributions.

5. The City shall have no periodic reporting obligation to the Association or trustee beyond what is required by law.

6. Any remaining defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.

7. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.

8. The Association shall provide the City with copies of all documents that are filed with the U.S. Department of Labor in accordance with requirements of ERISA.

9. The Association, its officers and agents, hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Police Chief, Personnel/Purchasing Director, and all other employees individually and collectively from

and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said MPP.

10. Each employee who receives any form of monetary value under this concept shall execute an authorization form and release which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.

11. Any agreement reached shall be contingent upon the approval of the State of Michigan.

12. It is acknowledged that the MPP is in lieu of the defined benefit plan that was in effect prior to the inception of the MPP.

13. That if the Association, or its officers or agents, ever attempts to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be the subject of collective bargaining between the parties from any increase in wages and/or salary.

14. All expenses related to the Plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.

## APPENDIX "G"

INTER-DEPARTMENTAL

CITY OF PORTAGE

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To: Officer Patrick Kimble, President PPOA  
Inspector John Gallagher, Police Department

Date: March 22, 1988

From: Michael H. Swearingen, Personnel/Purchasing Assistant

Subject: Personnel File Review Procedures

As a result of the meeting that was held March 18, 1988 the personnel file review procedure has been modified. In keeping with the most recent PPOA (FOP) contract, a maximum of 20 points can be awarded as a result of this process.

In order to assure that all personnel files are appropriately considered, this selection criteria is based on objective, rather than subjective standards. The Board will examine four different areas in the personnel file: performance evaluations, attendance records, written commendations, and written disciplinary actions. The Board will be directed to use the criteria listed in this memo when calculating the 20 points.

As agreed upon in the meeting, with the exception of the two year limit on disciplinary actions, the file review board will consider all information for the period of years specified in the contract for that particular position. For example, the last five years for the sergeants exam, three years for the detective exam, etc.

The following is a breakdown of each of the sections.

Performance Evaluations - (Evaluation Maximum 8 Points). The Board will review the performance evaluations of each candidate. A numerical value will be assigned to the candidate by totaling all of the numbers in the 18 categories on each evaluation and dividing that total by the number of evaluations and the number of categories on each evaluation. For example, using the sergeant promotion file review, the total score obtained by adding up the numbers would be divided by 90 (5 performance evaluations x 18 categories per evaluation -  $5 \times 18 = 90$ ). The Board will be supplied a list of the temporary assignment appointments, City of Portage training, and the educational background of each candidate, as well as the comments on the back of each evaluation sheet. The Board will have the leeway of adjusting the score upwards or downwards by a maximum of two points based on the consideration of the non numerical data, but the total awarded will not exceed eight points.

Attendance Records (Maximum 6 Points). The Board will review attendance records for the appropriate time period and will assign a maximum of 6 points based on the attached tables. There are two areas we want to evaluate, the total number of occasions of sick time used, and the total number of hours that the candidate was absent. All time off due to an on-the-job injury shall be excluded from both the number of occasions of sick time and the total number of sick hours used. In order to determine how many points shall be awarded, you should add up the number of occasions of the time frame to be reviewed and divide that total by the number of years examined; a similar calculation shall be used for average number of hours of sick time used.

Inspector John Gallagher  
Officer Patrick Kimble  
March 22, 1988  
Page 2

Number of sick occasions per year (average)

0 - 3 occasions = 3 points  
4 - 6 occasions = 2 points  
7 - 8 occasions = 1 point  
9+ occasions = 0 points

Number of hours of sick time per year (average)

40 Hours or Less = 3 points  
41 to 60 Hours = 2 points  
61 to 80 Hours = 1 point  
81+ Hours = 0 points

Formal Commendations (Maximum 3 Points). The Board will be asked to review all written commendations received by the candidate for the appropriate time period. The Board will consider the source, the type, and the reason for each commendation and assign a total point value for all commendations between 0 and 3 based on their review. It is suggested that the Board review the formal commendations in all files and then rank order them before assigning points. The Board, at its own discretion, can award point totals in fractional amounts (for example, 0.8, 1.7, 2.8, etc.).

Formal Disciplinary Action (Maximum 3 Points). The Board will review each formal disciplinary action in the candidate's file, and after discussion will award up to a maximum of 3 points. An employee who has received no disciplinary actions in the time period under review will receive 3 points, while employees with disciplinary actions against them will receive less than the maximum number of points for this section. No employee can lose more than three (3) points in this section. Similar to the format in the Formal Commendations section, the Board, at its own discretion, can award point totals in fractional amounts (for example, 0.8, 1.7, 2.8, etc.).

MHS: jj08252

cc: Robert R. Slade, Personnel/Purchasing Director  
George Von Behren, Police Chief

## APPENDIX "H"

### CITY OF PORTAGE POLICE DEPARTMENT

#### DRUG AND ALCOHOL POLICY

##### Purpose of Policy

The City of Portage is committed to the establishment and maintenance of a drug and alcohol free work environment. As the Police Department is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations it is critical that standards be established and maintained to guard against substance abuse within the Police Department. Parameters established with this policy ensure that the Portage Police Department will retain the respect of the community and at all times maintain and protect the integrity of Police Department personnel.

##### Policy Coverage

This policy shall be applicable to all employees of the City of Portage employed in the PPOA bargaining unit.

##### Policy Content

#### 1. Current Employees of Police Department

Employees of the Police Department are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the entire course of their employment. On the job drinking, possession or ingestion of alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is strictly prohibited on city time, premises, or equipment. The Chief of Police shall have final authority on these activities for undercover operations.

#### 2. Reasonable Cause Testing

If management has reasonable cause to believe, based upon observation or information, that an employee, while present on city property where use of alcohol is prohibited and/or on duty for the city, is being influenced by the use of illegal or controlled drugs or alcohol, the following procedures would be used as appropriate to the circumstance.

(A) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:

1. Employee;
2. Employee's Union representative, if applicable;
3. Employee's supervisor; and
4. Chief of Police, or designee.

- (B) The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.
- (C) If it is determined by the Chief of Police, or designee, that the reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.
- (D) Said employee shall be required to submit to an immediate urine and/or breath test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drug(s).
- (E) Such test shall be given pursuant to the testing procedure as outlined in this policy.
- (F) The employee shall submit to such test and release of test results to the city; failure to do so shall be a presumption that the employee has violated the Drug and Alcohol Policy. The employee will then be subject to disciplinary action, up to and including discharge.
- (G) After the test has been given and the results known, the employee:
  - (1) will be put back to work with full pay for time lost, should the test results be negative; or
  - (2) will be subject to discipline, up to and including discharge, should the test results be positive as indicated in paragraph #8 of this policy.

### 3. Random Testing

Within the Police Department positions exist which, by their very nature, expose employees assigned to said positions to illegal drugs and to persons who deal or use such illegal drugs. For the protection of employees working in these positions, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the PPOA. The random drug testing procedure is as follows:

- (A) The City of Portage Employee Development Department shall furnish the city's physician with employee lists. The city's physician shall enter employee names into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least once per month), the city's physician shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the city's physician shall furnish the Director of Employee Development with the name(s) randomly selected. The Chief of Police, or designee, shall be notified of testing and either he or she, or designee, shall privately, on a one-on-one basis, notify the employee(s) that he or she has been selected for random testing and instruct said employee(s) to report for testing. If the randomly selected employee is on vacation or a leave of absence, that name shall be dropped and the Director of Employee Development shall ask for another randomly selected alternate name. If the randomly selected employee is not on duty, the notification of selection will be made on the first day

when the employee is next scheduled for duty. Once selected, the testing procedures shall be in accordance with the testing procedures contained in this policy.

4. Testing Procedures

(A) Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MLEOTC. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

(B) Obtaining Urine Samples

- (1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.
- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

(C) Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:
  - (a) Initial screening step, and
  - (b) Confirmation step.
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
- (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in

a signed writing), to send the sample directly to another certified laboratory.

- (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

(D) Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

5. Drug and Alcohol Cut-Off Levels

- (A) The initial and confirmatory drug test "cut-off" levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (B) Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

6. Effect of a Confirmed Positive Drug or Alcohol Test

- (A) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.
- (B) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.
- (C) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

7. Prescription Drug Use

An employee may possess and use a drug or controlled substance, provided such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

- (A) Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

8. Self-Recognized Substance Dependence

Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Chief or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the city's FMLA policy, while under the care of a city-recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). Upon successfully completing the rehabilitation program, and/or upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave.

After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at least once each three months in accordance with the testing procedures set forth in Section 5 of this policy. Should the employee test positive during the one (1) year probation period he or she shall be subject to disciplinary action up to and including discharge.

9. Policy Implementation

This Drug and Alcohol Policy was negotiated with the express intent that the entire Police Department is committed to the establishment of a drug and alcohol free work place.

APPENDIX I  
LETTER OF UNDERSTANDING

It is understood that the Employer (City of Portage Police Department) and the Association (Portage Police Officers Association) hereby mutually agree to waive the following contractual provisions as set forth below.

In regards to Article XI Overtime, Section 11.1, the provision pertaining to the payment of overtime (time and one half regular hourly rate of pay) for all approved time necessarily spent on the job in excess of eight (8) hours per day, said provision is voluntarily waived for the purpose of allowing the scheduling of ten (10) and/or twelve (12) hour work days. Said provision shall continue to apply to hours worked in excess of forty (40) hours per work week.

In regards to Article XVII Employment Conditions, Section 18.3, the language pertaining to Patrol Team shifts (8:00 am to 4:00 pm, 4:00 pm to 12:00 midnight, and 12:00 midnight to 8:00 am), said language is voluntarily waived for the purpose of allowing the trial scheduling of overlap coverage and/or the trial of alternative schedules which may be subsequently mutually agreed upon by both parties. In regards to the trial of alternative schedules, the language pertaining to the bidding of shifts every six (6) months and/or the rotation of days off every four (4) weeks within each shift bid, is also voluntarily waived. All other applicable language contained in Section 18.3 shall continue to apply.

Violations of this agreement may be grieved.

This Letter of Understanding is subject to full or partial revocation by either party with thirty (30) days notice, and is intended to be an interim agreement pending the inclusion of pertinent language changes upon approval of a new labor agreement between the parties.

(Signed by the parties on September 9, 1996)