

3129

6/30/98

AGREEMENT

between

CITY OF PORTAGE

and

THE PORTAGE POLICE COMMAND OFFICERS ASSOCIATION

Portage, City of

Effective July 1, 1996 through June 30, 1998

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION	
	Section 1 Recognition.....	1
	Section 2 Non-Discrimination.....	1
	Section 3 Management's Rights.....	1
	Section 4 Association Activity	1
	Section 5 Gender Clause	1
ARTICLE II	UNION SECURITY AND DUES CHECK-OFF	
	Section 1 Agency Shop	2
	Section 2 Check-off	2
ARTICLE III	PROBATIONARY PERIOD	
	Section 1 Probationary Period	2
	Section 2 Probationary Employees	3
	Section 3 Return to Bargaining Units	3
	Section 4 Layoff	3
ARTICLE IV	GRIEVANCE PROCEDURE	
	Section 1 Grievance Definition	3
	Section 2 First Step	3
	Section 3 Second Step	4
	Section 4 Third Step	4
	Section 5 Time Limits	4
	Section 6 Class Action Grievances	4
	Section 7 Time of Day for Second Step Meetings	5
	Section 8 Grievance Committee	5
	Section 9 Work Days - Definition	5
	Section 10 Loss of Pay	5
ARTICLE V	DEPARTMENTAL INVESTIGATIONS	
	Section 1 Investigatory Procedures	5
	Section 2 Supportive Documents	6
ARTICLE VI	DISCHARGE CASES	
	Section 1 Discharge or Suspension	6
	Section 2 Back Pay	6
ARTICLE VII	LEAVE OF ABSENCE	
	Section 1 Personal Leave of Absence	7
	Section 2 Personal Business Day	7
	Section 3 Medical Leave of Absence	7
	Section 4 Military Leave of Absence	7

	Section 5	Military Reserve	7
	Section 6	Funeral Leave	7
	Section 7	Continuing Education Leave	8
	Section 8	Association Leave	8
	Section 9	Application for Leave of Absence	8
ARTICLE VIII PAID SICK LEAVE			
	Section 1	Rate of Accumulation	8
	Section 2	Request for Sick Days	8
	Section 3	Eligibility for Sick Days	8
	Section 4	Sick Bank Payoff	9
	Section 5	Maximum Allowable Accumulation	9
ARTICLE IX	PHYSICAL FITNESS		9
ARTICLE X	ADDITIONAL HOURS WORKED		
	Section 1	Overtime	10
	Section 2	Extra Local In-Service Training	10
	Section 3	Shift Bidding	10
	Section 4	Regular Days Off	10
ARTICLE XI	HOLIDAYS		
	Section 1	Holidays	11
	Section 2	Pay for Holidays Worked	11
	Section 3	Eligibility	11
ARTICLE XII	VACATIONS		
	Section 1	Vacation Entitlement	11
	Section 2	Vacation Paychecks	12
	Section 3	Vacation Pay at Termination	12
	Section 4	Vacation Pay Approval	12
	Section 5	Vacation Accrual	12
ARTICLE XIII	PERSONNEL FILES		12
ARTICLE XIV	LONGEVITY PAY		
	Section 1	Longevity Entitlement	13
	Section 2	Continuous Service	13
	Section 3	Date of Payment	13
	Section 4	Longevity Payment upon Death	13
ARTICLE XV	CONTINUING EDUCATION		
	Section 1	Credit Definition	13
	Section 2	Transcript Verification	14
	Section 3	Date of Payment	14
	Section 4	Authorized Credits	14
	Section 5	Textbook Reimbursement	14

ARTICLE XVI	SALARY RANGES	
	Section 1	Base Wage 14
	Section 2	Fill-in Wage 15
ARTICLE XVII	EMPLOYMENT CONDITIONS 15
ARTICLE XVIII	UNIFORMS	
	Section 1	Cleaning/Maintenance 15
	Section 2	Coveralls/Boots..... 15
	Section 3	Safety of Equipment 15
ARTICLE XIX	INSURANCE	
	Section 1	Life Insurance 15
	Section 2	Health Insurance 16
	Section 3	Dental Insurance 18
	Section 4	Long-Term Disability Insurance 18
	Section 5	Pension Plan 18
ARTICLE XX	MISCELLANEOUS	
	Section 1	Employee Suggestions 19
	Section 2	Savings Clause 19
	Section 3	Damage Reimbursement 19
	Section 4	Cost-of-Living 20
	Section 5	Clothing Allowance - C.I.D. Manager 20
	Section 6	Change in Insurance Coverage 20
	Section 7	Vehicle Use for On-Call Duty Lieutenant 20
	Section 8	Promotion 20
	Section 9	Effective Date of Agreement 21
	Section 10	Smoking..... 21
ARTICLE XXI	DURATION 21
APPENDIX A	BASE SALARY SCALE 22
APPENDIX B	COST-OF-LIVING ALLOWANCE 23
APPENDIX C	MONEY PURCHASE PLAN AGREEMENT 25

AGREEMENT

THIS AGREEMENT entered into this first day of July, 1996, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer", and THE PORTAGE POLICE COMMAND OFFICERS ASSOCIATION, 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 interests 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 herein- after specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for all of its Sergeants and Lieutenants excluding all other employees employed by the Portage Police Department.

Section 2: 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, disability, 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.

Section 3: 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.

Section 4: The Association agrees that except as provided for by the terms and provisions of the 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.

Section 5: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II - UNION SECURITY AND DUES CHECK-OFF

Section 1: Employees who, as of the date of execution of this Agreement have completed their probationary period shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment either become members of the Association or cause to be paid to the Association a representation fee equal to the monthly Association dues uniformly required of all Association members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their probationary period or thirty-one (31) days from date of hire, or rehire, become members of the Association or cause to be paid to the Association, a representation fee equal to the monthly Association dues uniformly required of all Association members as a condition of continued employment.

Section 2: During the terms 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 fee as designated by the Association and shall promptly remit any and all amounts so deducted to the Association. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms 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 the Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Employee Development and the Association, or upon termination of employment.

ARTICLE III - PROBATIONARY PERIOD

Section 1: All employees shall be probationary employees during their first twelve months of employment since their 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 has not quit, retired or been discharged. Employees hired from within the Portage Police Officer's Association shall serve a probationary period of six months. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment at the sole discretion of the Employer without regard to his/her length of service and without recourse to the grievance procedure.

- (a) Employees shall be permitted to live anywhere within a fifteen (15) mile radius of City Hall, located at 7800 Shaver Road, Portage, Michigan.

- (b) It is understood and agreed that no new employee shall be required to conform to the requirement as set forth above until a reasonable time immediately after completing his/her probationary period.

Section 2: When an employee is promoted to a higher paying job classification within the bargaining unit, he/she shall be on job probation in the classification into which he is promoted for a period of six (6) months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he/she demonstrates in the discretion of management that he/she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he/she had permanently occupied.

Section 3: If an employee is promoted to a position under the Employer, not included in the bargaining unit and is thereafter, within one (1) year of said promotion, involuntarily transferred, laid off, or demoted again to a position within the unit, or voluntarily returns, he/she shall return to the classification within the bargaining unit from which he/she was promoted with the seniority he/she held at the time he/she was promoted for bargaining unit purposes, provided that there is then existing a position that is available to said employee.

Section 4: If it is necessary to reduce the number of employees in the Bargaining Unit for any reason whatsoever, employees shall be laid off by classification, with bumping rights based on seniority within the Unit, provided always that the remaining employees have the skill and capability to perform the available work in the remaining job classifications. Employees shall be recalled to the job classification from which they were laid off. In the event that the number of days of seniority within the Unit is equivalent, the employee with the least amount of department seniority shall be laid off first, Department seniority shall be defined as an employee's length of continuous service with the department since the date upon which an employee first reported for full-time work at the instruction of the Employer since which he has not quit, retired or been justifiably discharged.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2: **FIRST STEP.** An employee's grievance shall be submitted in writing to the Chief of Police. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Chief of Police 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 Chief of Police shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Employer.

Section 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 City Manager in writing within five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the City Manager or the Personnel Director and/or someone by him designated shall meet with the grievant and Association representative within seven (7) working days after receipt of request to consider the grievance. The City Manager or the Personnel Director or his designated representative shall give the written answer to the aggrieved employee and his Association representative within seven (7) working days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Employer.

Section 4: THIRD STEP. If the grievance has not been settled in the Second Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within fifteen (15) working days after receipt of the Second Step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitration Association 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 decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Association.

Section 5: Time limits at any step of the grievance procedure may be extended only by mutual agreement. 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.

Section 6: Grievances on behalf of the entire Association shall be filed by the Chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure. Such grievances must be clearly defined as to how it was determined to be a class action grievance.

Section 7: Meetings provided for in the Second Step of the grievance procedure shall start no later than 4:00 P.M. on the day for which they are scheduled. The Association's committee shall not exceed a total of three (3) in number except that resource personnel may be utilized if required.

Section 8: The Employer shall be promptly informed in writing as to the membership of the Association's grievance representatives and any changes therein.

Section 9: Wherever the words are used in the Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding the eleven (11) holidays recognized by the Employer.

Section 10: An Association representative shall suffer no loss of pay from his/her regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the Chief of Police prior to leaving his/her station to investigate and/or process grievances recognizing the urgent aspects of the job have first priority. It is understood and agreed that the Chief of Police shall not unreasonably deny the Association representative the necessary time off.

ARTICLE V - DEPARTMENTAL INVESTIGATIONS

Section 1: 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 between 8:00 a.m. and 4:00 p.m., 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 officer 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/she 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/she 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/she 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 officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available during the interrogation.
- (d) No record of any departmental 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 forty-five (45) days from the time the officer 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.

Section 2: Upon written request, the Association shall receive specific documents or records available from 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 VI - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and believes he has to have been unjustly suspended or discharged, he/she shall be allowed to discuss his suspension or discharge 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 City Manager under Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2: 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/she may have earned at other employment during such period.

ARTICLE VII - LEAVE OF ABSENCE

Section 1: 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.

Section 2: 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.

Section 3: An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence at his request without pay and without loss of seniority of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefore 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. Association members will be subject to the terms outlined in the City's Family and Medical Leave Act Policy.

Section 4: A regular employee who enters the military service of the United States by draft or 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.

Section 5: 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 leaves of absence for such purposes must be made as soon as possible after the employee's receipt of his/her 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 therefore and what they would have received as regular pay from the City had they worked during such period. The compensation thus paid by the City 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.

Section 6: Employees, who at the time have completed their new hire 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, grandchildren, employee's grandparents, children, brothers, sisters, brothers-in-law, sisters-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, child, or parents. The Chief of Police may require verification of funeral or necessity for such leave.

Section 7: A permanent employee may, upon his written request, be granted a leave of absence for not to exceed one (1) year for the purpose of continuing his/her formal education at a recognized college or university. Such leave of absence shall be granted without pay and without loss of seniority rights. The employee must request such leave of absence three (3) months in advance of the date such leave is requested to begin, and the employee must indicate the expected date of return.

Section 8: Association Leave. Officers elected or appointed to the Association's Executive Board shall be allowed up to a combined total of six (6) duty days for the purpose of attending to Association business and conventions without loss of pay or benefits provided: (1) the granting of such leave would not result in a shortage of sufficient officers and result in the required payment of replacement overtime as determined by the Chief of Police, (2) not more than one (1) officer per team shall be allowed off at any one time.

Section 9: Leave of absence referred to in this Article must be applied for in writing by the employee and approved in writing by his/her department head in order to preserve the employee's job rights during such leave.

ARTICLE VIII - PAID SICK LEAVE

Section 1: Full-time employees, starting with their seventh (7th) month of continuous employment by the Employer, shall accumulate paid sick leave credits on the basis of one (1) day per month.

Section 2: 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/her 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 any employee is absent two (2) or more days, said employee must notify the department by 4:00 P.M. on the day preceding his/her intended date of return.

Section 3: Qualified employees shall be eligible for paid sick leave from (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/she is paid by someone other than the City.

- (b) When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his/her employment by the Employer and which is compensable under the Michigan Worker's 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/her regularly scheduled duty days due to such illness or injury for a period of not to exceed thirteen (13) 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/she shall be entitled to utilize his/her accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he/she is entitled under such Act and the amount of daily pay he/she would have received for the duty days on which such necessary absence occurred on his/her regularly scheduled hours.
- (c) It is understood that the Employer will continue a Long-Term Disability Plan, as further set forth herein, and that no sick leave accumulation shall be utilized to supplement an employee's income after payments commence under said plan after the expiration of the original qualification period thereunder.
- (d) 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.

Section 4: Effective July 1, 1987, an employee who has been continuously employed by the employer for 15 years from their date of hire shall receive compensation for unused sick leave credits (with a cap of 600 hours as the total maximum of such payoff--50 percent of 1,200 hours) at his or her rate of pay at separation, up to fifty percent (50%) of the total number of eligible sick leave hours accrued upon separation. An employee's spouse, or other designated beneficiary, shall receive a payment equal to fifty percent (50%) of the employee's eligible unused sick leave credit at the current rate of pay at the time of death, provided he/she was an employee at the time of death, as outlined above.

Section 5: 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 one thousand four hundred (1,400) hours.

ARTICLE IX - PHYSICAL FITNESS

Section 1: The Employer reserves the right to require employees to take a leave of absence without pay who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the

Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee, at his/her own expense, may obtain a physical examination from a medical doctor of his/her own 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 examination.

ARTICLE X - ADDITIONAL HOURS WORKED

Section 1: Time-and-one-half (1-1/2) an officer's regular hourly rate, determined by dividing the officer's salary by two thousand eighty (2,080) hours, shall be paid for all scheduled hours worked, which results in an officer working an excess of an average of forty (40) hours per week per pay period. For example, an officer will be paid time-and-one-half (1-1/2) his/her regular rate when he/she is scheduled to fill in for another officer who is on vacation, sick leave (four [4] hours or more per day) and time spent as an officer witness in Court.

Section 2: Except for extreme emergencies and court time, an employee will not be required to work more than twelve (12) consecutive hours.

Section 3: Patrol team employees shall be allowed to bid shifts every six months. Employees shall be allowed to select the shift of their choice by exercising their time-in-rank seniority. The employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events in accordance with Section 4 below. The normal 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. All command officers outside of the patrol teams are excluded from the provisions of this shift bid section.

- a. The above shift schedule procedure shall remain in place for a minimum of 12 months from the date of implementation unless the Chief of Police is notified by the Association in writing no later than six weeks prior to the end of the 12-month period.
- b. It is agreed that the return to the former six-week shift rotation shall be preceded by a letter of understanding between the City and Association.

Notwithstanding the above provisions, the City reserves its continued right to assign personnel at its discretion at any time.

Section 4: The Employer shall make reasonable effort to schedule the two (2) regular days off for members consecutively. However, in no case shall an employee experience more than two (2) instances per contract year (July - June) where his regular days off are not consecutively

scheduled unless mutually agreed upon by the employee and the Chief of Police or his designated representative.

ARTICLE XI - HOLIDAYS

Section 1: The following dates shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, Washington's Birthday, Good Friday, July 4th, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, Christmas Day, the latter one-half of Christmas Eve Day, the latter one-half of New Year's Eve Day and the day after Thanksgiving Day.

Section 2: Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid at the rate of time-and-one-half (1-1/2) of his regular straight time hourly rate for the hours so worked, in addition to the aforementioned holiday pay.

- (a) All Team Leaders and/or Sergeants shall have the option of taking the straight time pay as set forth in Section 2 or they may notify the Employer on or before the holiday that they desire to accumulate the equivalent number of hours for Holiday Leave Time; such Holiday Leave Time may be taken thereafter at any time; provided, however, that no more than 90 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.

Section 3: To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours that he was scheduled to work on the last scheduled day preceding and the next scheduled work day subsequent to such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

ARTICLE XII - VACATIONS

Section 1: 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) Upon the successful completion of probation and six (6) months of continuous service the employee shall be credited with 40 hours of paid vacation.

- (b) Following successful completion of probation and six months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of 80 hours per year.
- (c) Upon completion of five years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 120 hours per year.
- (d) Upon completion of 14 years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of 160 hours per year.

Section 2: 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 therefore to the Chief of Police at least five (5) working days in advance of the start of such vacation.

- (a) The Chief shall determine the number of employees who can be excused for vacation at any one time. Eligible employees will be allowed to take their leave days in conjunction with their vacation.

Section 3: When an Employee who has an accumulation of hours for vacation with pay, retires, resigns, with a minimum of two weeks notice, or is discharged or dies, such employee (or his Designated Representative) shall receive the pay for such hours along with his/her final paycheck.

Section 4: Paid vacation will not be approved for an employee for hours in excess of that employee's accumulation at the date of his/her first day of scheduled vacation.

Section 5: Vacation time may be accumulative to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. Requests for additional accumulations must be approved by the Department Head and City Manager; a written record of which shall be maintained in the employee's permanent personnel file. No vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances as determined by the City Manager.

ARTICLE XIII - PERSONNEL FILES

Any employee shall have the right, upon written request, to receive copies of all material placed in his/her personnel file except any and all privileged information obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished to the employee at his/her expense.

ARTICLE XIV - LONGEVITY PAY

Section 1: Effective July 1, 1979 all regular, full-time employees hired prior to July 1, 1994, shall receive longevity pay for continuous service 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	- 5-1/2% of base pay
Upon completion of 20 years	- 7-1/2% of base pay

Continuous service shall accrue from last hiring date.

Section 2: For purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge unless reinstated through the grievance procedure or (3) retirement.

Section 3: 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.

Section 4: In the event of death of an employee, his/her designated beneficiary or estate shall receive a pro-rata amount of the current year's longevity pay due.

ARTICLE XV - CONTINUING EDUCATION

Section 1: All regular, full-time employees covered by this Contract shall receive, in addition to any other payments hereunder, the sum of Fifty (\$50) Dollars 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 credits 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 (\$650.00) Dollars 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 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.

Section 2: 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.

Section 3: Payment of the college incentive bonus under this Article shall be made on the second pay period of February in each succeeding calendar year.

Section 4: For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours completed from the date hereof.

Section 5: When an employee enrolls for a course that is job related as determined by the Chief of Police, the Employer shall reimburse said employee for all required textbooks for said course provided that the employee has exhausted other outside sources for such payments, (i.e., L.E.E.P. funding, G.I. Bill). Those texts so purchased by the Employer shall become permanent additions to the Employer's Library following the employee's completion of said course. If the employee fails to complete said course, he shall reimburse the Employer for the textbooks previously furnished.

ARTICLE XVI - SALARY RANGES

Section 1: Effective July 1, 1992, the employer, so long as the employer voluntarily reaches agreement with the Association, shall maintain a Police Sergeant's base wage at not less than ten percent (10%) above top step Police Officer's wage, and a Police Lieutenant's wage at not less than eighteen and one tenth percent (18.1%) above a top step Police Officer's wage.

- (a) It is the intent of both parties that Article XVI, Section 1, will expire on June 30, 1998, and that any further wage improvement shall result from the collective bargaining process.
- (b) The parties agree that the spread concept shall apply to the base rate only and that the Cost of Living provision shall continue to operate as outlined in Appendix B.

The schedule set forth in Appendix "A" is the implementation of the above and is attached hereto and made a part hereof.

Section 2: Whenever a Sergeant fills in for a Lieutenant for a period of more than one (1) week, the Sergeant will be paid at a rate half (1/2) way between the Sergeant's rate and the Lieutenant's rate.

Whenever a Lieutenant fills in for an Inspector for a period of more than one (1) week, the Lieutenant will be paid at a rate half (1/2) way between the Lieutenant's rate and the next higher Inspector's rate.

ARTICLE XVII - EMPLOYMENT CONDITIONS

All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not altered by the provisions herein contained shall remain unaffected by this Agreement.

ARTICLE XVIII - UNIFORMS

Section 1: For the life of this Agreement, it is hereby agreed that the Employer shall furnish the employees uniforms. Annually, the Chief of Police will conduct a uniform inspection, at which time he/she shall make the determination relative to the replacement of old uniforms so as to insure the continuing policy of providing serviceable uniforms to the command officers. New uniforms shall be ordered immediately following said inspections based upon the determinations made by the Chief of Police. The Employer will continue its practice of providing cleaning for uniforms and other clothing worn in the line of duty.

Section 2: 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.

Section 3: It is understood and agreed that all equipment to be used by the officers is to meet minimum State safety standards and that each officer is obligated to advise his/her command officer in writing when any such equipment fails to meet such standards.

ARTICLE XIX - INSURANCE

Section 1: The Employer agrees to pay the monthly premium on Thirty Thousand (\$30,000) Dollars Group Life Insurance Coverage under the City's present plan and to provide One Hundred Thousand (\$100,000) Dollars False Arrest Insurance for each employee while on duty. The Employer further agrees to make available to the employees, at the employee's expense, the option to purchase an additional Sixty Thousand (\$60,000) Dollars of Group Life Insurance Coverage in \$30,000 increments, at the same cost paid by the Employer, provided the employees have the necessary participation to qualify them for the group rate.

Section 2: The Employer agrees, for the life of this Agreement, to provide Group Health Insurance benefits to the same extent as prevailed immediately prior to the execution of this Agreement, plus the addition of the Blue Cross \$2.00 Prescription Rider (or its equivalent) with an insurance carrier authorized to do business in the State of Michigan.

- (a) Effective February 1, 1985, the employer will provide, subject to the terms and conditions of the carrier, a vision care benefit plan comparable to that provided other City employees.
- (b) The Employer further agrees to provide full-family health insurance coverage comparable to that which prevailed immediately prior to the execution of this agreement. The employer further agrees to pay the cost of such insurance for full family health insurance coverage for each employee covered hereunder to a maximum premium of \$450.00 per month for the years July 1, 1996, through June 30, 1998 and each month thereafter.

Any employee who can provide evidence of coverage and elects to opt out of the city insurance plan, shall received a monthly cash payment equal to 50% of the monthly premium of the insurance type and plan discontinued. Payments shall be made as through the regular payroll system.

- (c) The Employer agrees to provide a retiree health insurance premium supplement effective from the attainment of age 55 through age 64. Entitlement to retiree health insurance premium supplement occurs only as a result of retirement or termination at minimum age 55 and at that time the employee accepts their retiree health benefits. If an employee retires or terminates prior to age 55, that employee must accept COBRA benefits (continuation of insurance at the employee's expense) and the COBRA time period must cover the entire time gap between termination and age 55, at which time the employee would convert to retiree health benefits. Any lapse in coverage under a city group insurance program prior to age 55 will nullify an employee's eligibility for retiree health insurance supplement.
- (d) Employees retiring or terminating employment on or after July 1, 1987, shall be eligible to participate in a retiree health insurance premium supplement paid by the City of up to \$35/month effective from attainment of age 55 through age 64 provided:
 - i. The employee elects to continue uninterrupted group health insurance made available by the City carrier(s) with the premium (less \$35/month) paid fully by the retiring employee.

- ii. If the City group insurance options are not elected, the City will reimburse the retired employee for up to \$35/month provided evidence of payment for health insurance premium covering the employee for the month in question is provided to the City and provided the employee requests this supplement or benefit from the City.
- iii. Employees retiring or terminating employment on or after July 1, 1988, shall be entitled to this benefit at the rate of up to \$70/month.
- iv. Employees retiring or terminating employment on or after July 1, 1990, shall be entitled to this benefit at the rate of up to \$130 per month.
- v. Employees retiring or terminating employment on or after July 1, 1991, shall be entitled to this benefit at the rate of up to \$175 per month.
- vi. Employees retiring or terminating employment on or after July 1, 1992 shall be entitled to this benefit at the rate of up to \$225 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier.
- vii. Employees retiring or terminating employment on or after July 1, 1993 shall be entitled to this benefit at the rate of up to \$350 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier.
- viii. Employees retiring or terminating employment on or after July 1, 1994, shall be entitled to this benefit at the level of \$384 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier. For employees retiring or terminating employment on or after July 1, 1994, this benefit will be expanded to include the purchase of health insurance, dental insurance or optical/vision insurance. It is understood that the employee must secure dental and optical insurance on their own; there is no provision for continuation of these benefits in the City's plan notwithstanding COBRA coverage for dental insurance. For employees retiring or terminating employment on or after July 1, 1995, the benefit amount will be increased to \$388.00 per month. It is

expressly understood that the retiree health insurance benefit applies only to employees who retire or terminate employment on or after July 1, 1987.

- ix. For employees retiring or terminating employment on or after July 1, 1996, the benefit amount will be increased to \$430.00 per month. Retirees can received up to the full amount if they either continue group insurance coverage through the city or pay for coverage through another insurer. Retirees that drop group insurance coverage through the city and provide evidence of coverage through group insurance benefits of another family member, shall receive a monthly cash supplement of 50% of the monthly premium supplement amount.

Section 3: The Employer agrees to provide Delta Dental group dental insurance, limited as follows: 100 percent (100%) of treatment costs paid by the Delta Dental dental carrier on certain Class I benefits (preventive, diagnostic, and emergency palliative); 75 percent (75%) on remaining Class I benefits (including radiographs); 50 percent (50%) on Class II and Class III benefits. The maximum benefit shall be One Thousand Dollars (\$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 One Thousand Dollars (\$1,000.00) per eligible person.

Section 4: The Employer shall provide, at its sole expense, a Long-Term Disability Policy for all employees covered hereunder with in insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of not less than 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) work 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 the 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. It is further understood and agreed that the parties hereto have previously met with agents of such authorized insurance carriers, and that the plan implemented under the provisions of this paragraph shall be in conformity with the proposals submitted to the Association.

Section 5: 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 "C" which by this reference is made a part hereof.

- (a) Contributions to the "Money Purchase Plan" shall be paid by the City to the Money Purchase Plan investment designate on behalf of each officer on an annual basis in accordance with the following schedule:

Payment shall be made on or before	In the amount of:
09-30-96	\$2,043.75
12-31-96	\$2,043.75
03-31-97	\$2,043.75
06-30-97	\$2,043.75
09-30-97	\$2,175.00
12-31-97	\$2,175.00
03-31-98	\$2,175.00
06-30-98	\$2,175.00

- (b) For officers who are not police sergeants or lieutenants or who are not employed for the full quarter, the contribution in that instance will be pro-rated accordingly.
- (c) The City will provide payroll deduction services for members wages to be placed in the members' pension account. The amount will be limited by the members' pension plan and Federal law. The City will deposit these funds into the members' pension plan on a quarterly basis in accordance with State and Federal guidelines. Contributors will be paid for the current period, not a quarter in advance.

ARTICLE XX - MISCELLANEOUS

Section 1: Employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the Police Department and to give their total support to new practices and procedures implemented by the Employer.

Section 2: This Agreement supersedes any and all rules, regulations, or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules, Portage Police Department Rules and Regulations, and applicable Administrative Orders of the City shall be applicable to employees within the bargaining unit unless such plans, rules, or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.

Section 3: An employee may be required to reimburse all or part of damage or repair costs, up to One (\$100.00) Hundred Dollars, 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 Police Chief, 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.

Section 4: In addition to the salary schedule attached as Appendix A, the Employer shall continue to pay a cost-of-living allowance to the employees covered by this Contract on June 1, 1994 and thereafter according to the terms and conditions set forth in Appendix B which is attached hereto and made a part hereof by reference.

Section 5: The clothing allowance for the Command Officers assigned to duties involving the utilization of civilian clothing shall be eight hundred and fifty dollars (\$850.00) per year provided that an officer is assigned to such duty for more than sixty (60) days each fiscal year. 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 the Agreement. The payment of the clothing allowance during the first year of the assignment shall be made in the first paycheck following the effective date of the new assignment and thereafter shall be made in the first payroll period following the anniversary of the assignment. The payment shall never exceed \$850 for any twelve-month (12) period. If the employee fails to complete sixty (60) days in the assignment, the employee agrees to pay back the full amount of the clothing allowance through payroll deduction of fifty dollars (\$50.00) per pay period.

Section 6: The Employee shall give immediate notice to the Association of any change in the insurance coverage of the Employer as it affects the members of the Association.

Section 7: The Employer shall make all reasonable efforts to provide the on-call duty lieutenant with the use of a City vehicle for his use during said on-call status.

Section 8: When openings for appointment are to be filled, the Employer shall identify the factors and percentage weight assigned to those factors which will be used in determining the employees who will be considered for appointment in accordance with the "Rule of Three" at the discretion of the Chief of Police and subject to final approval of the City Manager. It is understood that a City of Portage Police Sergeant must have a minimum of two years of police sergeant experience to be eligible for promotion to police lieutenant. The Sergeant shall have completed the two (2) years service requirement at the time of the promotional opportunity announcement. The above-referenced factors and weights shall be identified prior to commencement of the procedure. Nothing contained herein shall be construed to prohibit the Employer from hiring qualified employees from the outside.

- (a) In the event that an oral board is conducted as part of the promotional process, it should be composed of five members appointed by the Chief of Police upon approval of the City Manager. Those appointed shall include: (1) an active Michigan State Police Command Officer of a rank higher than that of the position

being tested for; (2) a Command Officer from a Police Department outside of Kalamazoo County of a rank higher than that of the position being tested for; (3) a Prosecuting Attorney or Assistant Prosecuting Attorney; (4) a Psychologist or Certified Counselor; and (5) a Personnel Specialist.

Section 9: Upon the effective date of this agreement, the employer shall discontinue the practice of providing coffee and tea at the employer's expense.

Section 10: Effective July 1, 1997, employees in this bargaining unit will not smoke while on duty.

Section 11: City of Portage Police Department Drug and Alcohol Policy is attached as Appendix D for the term of this agreement.

ARTICLE XXI - DURATION

This Agreement shall become effective as of the first day of July, 1996, and shall remain in full force and effect through the thirtieth day of June, 1998, and from year to year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the thirtieth day of June, 1998, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement. It is further understood and agreed that any retroactive amounts of salary due hereunder shall be paid in the first pay period following the signing hereof.

COMMAND OFFICERS ASSOCIATION

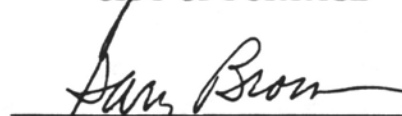


Patrick Kimble, President



Donald Butler, Secretary

CITY OF PORTAGE



Gary Brown, Mayor



James Hudson, City Clerk

APPENDIX A

PORTAGE POLICE COMMAND OFFICER ASSOCIATION

BASE SALARY SCALE

Commencing July 1, 1996

Start

Sergeant \$50,283.57

Lieutenant \$53,753.25

Commencing July 1, 1997

Sergeant \$52,116.36

Lieutenant \$55,586.04

Section 1: It is understood and agreed that this Appendix refers to the "Base Pay" and that in addition to the Base Pay as set forth above, the Base Pay upon the termination of this Contract shall be computed by taking the figure as set forth commencing July 1, 1997, and adding thereto the adjustment made in June of 1998, which the employees receive as a cost-of-living add on pursuant to the provisions of Appendix B attached to this contract.

APPENDIX B

COST-OF-LIVING ALLOWANCE

Section 1: The Cost-of-Living Allowance shall be determined in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (including the single worker) 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.

Section 2: Effective with the B.L.S. Consumers Price Index for January, 1998 as the base, the adjustment in the Cost-of-Living Allowance 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, 1998, provide the basis for any reduction in the Cost-of-Living.

Section 3: The amount of Cost-of-Living Allowance which shall be effective for any three (3) month period as provided in Section 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 in the index.

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

Section 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.

Section 6: The parties to the 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, 1998, unless otherwise agreed upon by the parties.

Section 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 April, 1989.

Section 8: It is understood and agreed that this Appendix is a "freeze" and continuation of a prior Agreement and payment of the Cost-of-Living add on will be unfrozen as addressed above. It is expressly understood that the only quarterly cost-of-living add on under this contract shall be determined as of June, 1998 and quarterly thereafter until a replacement agreement is reached.

APPENDIX C

THIS AGREEMENT Entered into this ____ day of August, 1985, between the CITY OF PORTAGE, (hereinafter referred to as "City") and the PORTAGE POLICE COMMAND 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 __ day of August, 1985, to be effective July 1, 1985, the parties hereto agree as follows:

1. The Association will establish a Money Purchase Plan, (hereinafter referred to as "MPP") for its members.
2. That all of the members of the Association agree to withdraw from the defined benefit pension plan established for them by the City and give evidence of their consent.
3. Upon receipt of the consent of all members, the City will transfer funds to the MPP investment designate in accordance with the Pension and Group Services determination of fund assets dated 07/02/85 upon a schedule approved by the City and Union. Such schedule shall reflect any penalties charged for termination of the Bankers Life Contract.
4. The City will forward to the MPP investment designate the \$44,657.00 accrued employee contribution for the defined benefit pension plan year ending June 30, 1985, less the proportional amount allocated for two non-union police inspectors.
5. Future contributions to the MPP shall be paid by the City to the MPP investment designate on behalf of each officer.

Beginning July 1, 1996 annual contribution will be \$8,175.00. On July 1, 1997 and thereafter the annual contribution will be \$8,700.00. Payments will be on a quarterly basis, in advance of the quarter due, as follows:

09/30/96	\$2,043.75
12/31/96	\$2,043.75
03/31/97	\$2,043.75
06/30/97	\$2,043.75
09/30/97	\$2,175.00
12/31/97	\$2,175.00
03/31/98	\$2,175.00
06/30/98	\$2,175.00

6. MPP shall be established and administered by the Association.
7. The City shall have no responsibility whatsoever for the administration of the plan, including providing any payroll deduction services for voluntary employee contributions.
8. The City shall have no periodic reporting obligation to the union or trustee beyond what is required by law.
9. The defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.
10. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.
11. The Association shall provide the Finance Director of the City a report on the examination of the financial statements of the Money Purchase Plan.
12. 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.
13. Each employee who receives any form of monetary value under this concept shall execute an authorization form which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.
14. Any agreement reached shall be contingent upon the approval of the State of Michigan.
15. Contributions shall be defined in terms of dollars for each year of the contract (not percent of salary or percent of compensation.)
16. 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.
17. The Portage Police Command Association shall agree not to propose a supplemental defined benefit pension plan to supplement this money purchase plan for the duration of the existence of the Money Purchase Plan.
18. That if the Association, or its officers or agents, ever attempt to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be considered as part of any wages and/or salary bargained contemporaneously, paid to employees of the Association.

19. All expenses related to the plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.
20. The Association shall notify the City of any employee withdrawals from the defined contribution plan for purposes of coordinating with LTD and Worker's Compensation benefits.

This agreement is signed on behalf of the respective parties this 28th day of January, 1996.

PORTAGE POLICE COMMAND OFFICERS
ASSOCIATION



President



Secretary

CITY OF PORTAGE



Gary Brown, Mayor



James Hudson, City Clerk

APPENDIX D

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 PPCOA 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 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 PPCOA. 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 Implantation

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.