

AGREEMENT

between

CITY OF PORTLAND

and the

POLICE OFFICERS LABOR COUNCIL

PORTLAND POLICE DEPARTMENT UNIT

Effective July 1, 1998 - June 30, 2001

Portland, City of

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AGREEMENT

This Agreement entered into this _____ day of _____, 19__ by and between the City of Portland, Michigan, hereinafter referred to as the "Employer" or the "City", and the Police Officers Labor Council, Portland Police Department Division, hereinafter referred to as the "Union".

PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION

Section 1. Collective Bargaining Unit. The City hereby agrees to recognize the Union as the exclusive collective bargaining representative as defined in Public Act 379 of the Public Acts of the State of Michigan of 1965, as amended, for the employees of the City included in the following collective bargaining unit:

All full time employees of the City of Portland classified as patrolman and sergeant, BUT EXCLUDING all part-time or temporary employees, dispatchers, the Chief of Police, all Supervisors, and all other employees.

ARTICLE 2. REPRESENTATION

Section 1. Collective Bargaining Committee. The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with City Officials for the purpose of negotiating modifications to this Agreement. The Union shall furnish the City in writing the names of its collective bargaining committee members before they shall be recognized.

ARTICLE 3. UNION SECURITY

Section 1. Agency Shop. All employees in the bargaining unit shall be required, as a condition of continued employment, after they have completed thirty-one (31) days of continuous employment, to either become and remain members in good standing of the union or pay a representation fee to the Union, which sum shall accurately represent the amount for said employees due the Union as their fair share of the costs attributable to negotiating the terms of this agreement, which sum shall not include, by way of example but not by way of limitations, state, national, or other dues and assessments, or other amounts for Union activities. At the time of execution of this Agreement, the regular monthly Union dues are _____ dollars and the representation fee is _____; however, the Union, pursuant to its constitution and bylaws, may raise the dues accordingly. The requirement set forth above shall become effective thirty (30) days after the execution of this Agreement.

Section 2. Dues Check-off. The City agrees to deduct the monthly Union dues or the representation fee from the pay of an employee subject to the following:

- A. The Union shall obtain from the employee a completed check-off authorization form which shall conform to respective state and federal laws concerning that subject. The check-off authorization form shall be filed with the payroll department, who may return an incomplete or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.
- B. The Union shall provide at least thirty (30) days written notice to the City of the amount of Union dues and/or representation fees to be deducted from the wage of an employee in accordance with this section.
- C. The Union agrees to defend, indemnify, and save the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee or reliance on any list, notice, certificate, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- D. The employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- E. The union agrees that at no time will it solicit or collect monies of any kind on Employer time.

Section 3. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other form of liability arising out of its deduction from an employee's pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under Section 3.1.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Rights. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Portland Code, and any modifications made thereto, and any resolutions passed by the City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operation; (b) to introduce new equipment, methods machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign, and layoff employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to direct the work force, assign work, and determine the number of employees assigned to operations; (h) to establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification; (i) to determine lunch, rest periods, and cleanup times, the starting and quitting time, and the number of hours to be worked; (j) to establish work schedules; (k) to discipline and discharge employees for just cause; (l) to adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted thereafter without notice to the Union, and its reasonableness may be subject to the Grievance Procedure; (m) to transfer, promote, and demote employees from one classification, department, or shift to another; (n) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; (o) to permit municipal employees other than police department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For the purpose of this Agreement, a grievance is any dispute between the Union and the Employer or between the employees covered by this Agreement and the Employer with respect to or concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the police department or the Employer, consistent with Section 8.0.

Section 2. Grievance Procedure. All grievances shall be processed in the following manner:

- A. Verbal procedure. If an employee has a complaint, he shall, within five (5) days of the occurrence which gave rise to the grievance or the employee's first awareness

of the situation thereof, discuss it with the Chief of Police with the object of resolving the matter informally. The employee may have a representative of the collective bargaining committee present, if desired.

B. Written Procedure.

Step I. Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases, no later than five (5) days after the verbal procedure of the incident which gave rise to the grievance or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected. The grievance shall first be presented to the Chief of Police. The Chief of Police shall give his answer within five (5) days after receipt of the grievance.

Step II. If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the City Manager within five (5) days following receipt of the employer's answer in Step I. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union.

The Employer representatives shall be the City Manager and a quorum of the City Council. The Union representatives shall be the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance and return it to the collective bargaining committee within ten (10) days after the meeting.

Section 3. Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) or second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the City Council at its next regularly scheduled monthly meeting before they are binding on the City. The City agrees to act on any such grievance resolutions at the first regularly scheduled monthly meeting following the answer at the respective step. The time limits set forth in Steps I and II of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the City Council under this section.

Section 4. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 5. Time Computation. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) days following receipt of the City's disposition in Step II of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

Section 7. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall strike first. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the union and the City. Each party shall pay the expenses, wages, and any other compensation of its own witnesses and representatives.

Section 8. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate, or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

ARTICLE 6. PUBLIC SECURITY

Section 1. No Strike. The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by the employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work, or abstain, in whole or in part, from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises.

Section 2. The Union further agrees that there shall be no strikes, sit downs, stay ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services

of the City. The occurrence of any such acts or actions prohibited in this Section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer.

ARTICLE 7. WORK RULES

Section 1. Rules. The City reserves the right to establish from time to time reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for violations of such rules. The City shall cause such rules, including any deletions or amendments, to be published and made available to the employees covered by this Agreement. The Union shall have the right to grieve, within three (3) days of their effective date, the reasonableness of any new work rule established by the Employer.

ARTICLE 8. SENIORITY

Section 1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Portland Police Department commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 2. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months (plus the time the employee is required in police training), after which their seniority shall be as of their last date of hire. If the employee is absent in excess of five (5) working days during this twelve (12) month period his probationary shall be extended for a like amount of days. Until an employee has completed the probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedure. Anytime after six (6) months the probationary period may be terminated, at the discretion of the Police Chief, if, in the Police Chief's estimation, the employee displays an adequate ability to perform his/her duties.

Section 3. Seniority Lists. The Employer shall maintain a roster of employees arranged according to seniority showing name and seniority date. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

Section 4. Loss of Seniority. Any employee shall lose his seniority and his employment relationship with the City for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been laid off for a period of time equal to his seniority at the time of his layoff twelve (12) months, whichever is less;

- E. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension, unless otherwise excused;
- F. He is absent from work for three (3) consecutive working days without prior notice to the Chief of Police, unless a satisfactory reason for such absence is given;
- G. He is convicted of a felony or misdemeanor punishable by one (1) year or more imprisonment;
- H. He is declared mentally incompetent by a Probate Court;
- I. He makes an intentionally false statement on his employment application, on an application for leave of absence, or any other official police report.

ARTICLE 9. LAYOFF AND RECALL

Section 1. Layoffs. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any temporary or irregular employees are serving the same position in that department.
- B. The first employee to be laid off shall be the employee with the least seniority in the rank or classification affected, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work. Further layoffs from the affected rank or classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work.
- C. Upon being laid off from his rank or classification, an employee who so requests within three (3) days of the notification of layoff shall, in lieu of layoff, be demoted to the next lower rank or classification in the Department, provided, however, he has greater seniority than the employee he is to replace and for which he has the necessary training, experience, and the ability to perform the required work.
- D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.
- E. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former rank or classification in order of their seniority when the work force is to be increased, provided, however, that the employee has not lost his seniority.

Section 2. Notification and Eligibility Lists. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days' prior notice. Employees demoted in lieu of layoff shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced within the Department. Employees laid off shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced. Names shall remain on the lists for twelve (12) months or the length of total continuous service in the Police Department, whichever is less, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

Section 3. Recall and Restoration to Positions. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

ARTICLE 10. LEAVES OF ABSENCE

Section 1. Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Upon completion of his probationary period, each full time employee shall be credited with six (6) days of sick leave and will thereafter accumulate sick leave at the rate of one (1) working day for each full month of employment, exclusive of leaves of absence, unless otherwise specifically provided to the contrary,

An employee, at their request, may be paid for one-half of their accumulated sick leave credits at the end of the fiscal year.

- B. One (1) day sick leave credits shall equal eight (8) hours pay at the employee's regular hourly rate of pay when he takes his sick leave.
- C. Sick leave shall be granted when it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.
- D. The Employer may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

- E. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Employees whose employment status is severed forfeit all accrued sick leave benefits.
- F. An employee eligible for sick leave with pay may use such leave for the following reasons: 1) Absence due to illness in the employee's immediate family which is limited to husbands, wives, children and parents and; 2) Absence to act as pallbearers.
- G. After the employee has exhausted his paid sick leave benefits, then such leave shall be without accumulation of any fringe benefit predicated on length of service with the Employer.
- H. Sick leave benefits may not be taken in units of less than one hour.
- I. Before an employee absent from his duties for fourteen (14) consecutive days returns to work he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may require a report from a medical doctor of its own choosing and at its own expense.

If the dispute still exists, final resolution binding on both parties shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

- J. The City and the Union mutually agree that the following procedure will be used for transferring sick time between members of the Union: 1) The transfer of sick time is strictly voluntary on the part of the employees; 2) Only sick time may be transferred. There shall be no transfer of vacation or personal time; 3) No sick time will be transferred to any sick employee until that employee has depleted all of their sick, vacation and personal time; 4) Any employee who elects to transfer sick time must do so in writing by forwarding a form, provided by the City, to the City Clerk stating how many hours, or days, they wish to transfer and to whose account the time is to be credited; 5) The rate of pay for the transferred sick time shall be the rate of pay of the person receiving the sick time; 6) Employees who elect to transfer sick time must understand that they are, in effect, giving up that time and it will never be returned to their account and; 7) The City reserves the right, in its sole discretion, to terminate this procedure at anytime if it believes that such termination would be in the best interest of the City and the Union shall have no recourse of any kind regarding said termination.

Section 2. Funeral Leave.

- A. An employee shall be granted up to five (5) consecutive calendar days leave to attend the funeral or attend to personal family matters when the death occurs in the employee's immediate family. Time off shall be from the date of death through the day following the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate for such lost time for funeral leave.

Immediate family shall mean wife, husband, child, father, mother, brother, sister, brother and sister-in-law, mother and father-in-law, or other persons in the employee's household for whom financial care is the employee's principal responsibility.

- B. The employee shall be granted two (2) days off with pay to attend the funeral of an uncle, aunt, niece, nephew, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother and half-sister, if the employee is scheduled to work on the day of the funeral.

In case of death of a fellow employee an employee shall be granted one (1) day off with pay to act as pallbearer if the employee is scheduled to work on the day of the funeral.

- C. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

Section 3. Military Duty. Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their Reserve Pay and their regular pay with the Employer when they are on full time active duty in the Reserve, or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

Section 4. Jury Duty Leave. Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court.

In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

ARTICLE 11. VACATIONS

Section 1. Vacation Leave Schedule. All employees will be granted vacation in accordance with the following schedule:

<u>Years</u>	<u>Vacation Days</u>
1 year to 5 years	10
5 years to 10 years	15
10 years to 15 years	20
15 years plus	25

Vacation time may be taken in one hour periods, and any lesser amount of actual time off will be considered as one hour. Employees separated from the City shall be paid at their normal salary rate for their unused vacation, except that employees separated during their probationary period will not be entitled to any vacation pay. ~~Employees hired after September 1, 1998, shall not be entitled to vacation in excess of twenty (20) days.~~

Section 2. Vacation Pay. Vacation pay shall be computed at the employee's present rate of pay, and a full day of vacation shall be paid for at the rate of eight (8) hours of pay. Employees are encouraged to take annual vacations. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

Section 3. Extra Day. If a legal holiday falls within an employee's vacation, he will be given an extra day, which will be added to the vacation.

Section 4. Approved Leave of Absence. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Section 5. Vacation Requests. Vacation may be taken at any time during the course of the year as long as it conforms with the requirements of the Department. Vacation leaves shall be granted to employees covered herein by the Chief, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Vacation requests must be made by March 1st and September 1st preceding the period requested. Officers are granted vacation in accordance with seniority throughout the Department. Employees shall be allowed to take five or more consecutive days of vacation, if they request.

Section 6. Termination. Any employee who terminated his service from the Department for any reason whatsoever shall receive a prorated share of vacation time for the year in which his service was terminated.

Section 7. Vacation Pay Advance. An employee going on vacation who so requests shall be paid in advance and shall make a pay assignment to the Supervisor in consideration thereof. Pay advances shall not exceed the amount for which the department payrolls have been prepared or are in the process, less any prior obligations.

ARTICLE 12. HOLIDAYS

Section 1. Holidays. The following holidays are designated by the employer: New years Day, New years Eve Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, the officers Birthday, Washington's Birthday (to be taken the third (3rd) Monday of February), Veterans Day, and Good Friday.

Section 2. Holiday Credits. The parties agree that, because of scheduling difficulties, the fourteen (14) holidays will be accumulated as they are earned and paid in one lump sum check the first paycheck in June of each year or added to their vacation time, at the option of the employee. If an employee is absent on the working day immediately preceding or immediately following, or the holiday itself, he will not receive vacation credit for the holiday unless his absence is excused. If an employee terminates his employment, he will not receive vacation credit for holidays occurring after the last day worked, even though the holiday may fall within the period of this projected terminal vacation leave.

Section 3. Scheduling. The regular scheduling of employees of the Department requires that some employees will be scheduled to work on the above holidays.

Section 4. Holiday Pay. All employees in the bargaining unit shall receive time and one-half (1 1/2) their straight time for each holiday worked. The shift will be considered to be subject to holiday pay if the commencement of the shift falls within the twenty-four (24) hour period of the holiday. If an employee is scheduled to work a holiday which would be his normal day off the employee shall be paid double time and a half (2 1/2) his regular rate of pay for all hours worked on that shift.

Section 5. Receiving Holiday Credit. On the day of the holiday, the employee's vacation account will be credited with one (1) additional vacation day, and any time after that the employee will be allowed to use the holiday credit as vacation. Holiday credit cannot be used as vacation days until after the holiday has passed.

ARTICLE 13. HOURS OF WORK AND OVERTIME

Section 1. Workweek and Workday. The normal workweek shall consist of forty (40) hours per calendar week. An employee's normal workday shall consist of eight (8) consecutive hours. This Section shall not be construed as and is not a guarantee of any number of hours of work or pay in the workweek or workday. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For the purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his request;
- B. The employee's regular shift is scheduled on a rotation basis;

- C. The employee's regular shift has variable starting times provided, however at least eight (8) hours of off duty time is scheduled between the end of one shift and the start of another.

Section 2. Work Schedule. The work schedule shall be established by the Employer and, when practicable, posted one (1) week in advance. The Employer reserves the right to change the work schedule and the starting and quitting times of any and all shifts when operating conditions warrant such change. The employee, with approval of the employer, shall have the right to change his schedule with thirty (30) days' notice to the Employer to allow his attendance at any specialized school courses in the field of Law Enforcement or Public Safety. Employees shall not be forced to work more than six (6) consecutive days without a day off.

Section 3. Coffee Breaks and Lunch Periods. The employees will be entitled to coffee breaks and a lunch period in accordance with the City's rules and regulations.

Section 4. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have prior approval of the Chief of Police or his designated representative.

Section 5. Overtime Premium.

- A. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eighty (80) hours in any one pay period.
- B. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eight (8) hours in any one workday, subject to the definition stated in Section 1 above.
- C. There shall be no pyramiding or duplication of overtime premium pay.

Section 6. Court Time. Employees subpoenaed or directed into court, including Probate Court, official hearings, or his appearance in civil court on traffic offenses that were caused by an official act as a police officer shall receive compensation at the rate of time and one-half (1-1/2) with a minimum of two (2) hours for such appearance. To receive such compensation, the employee must be on off duty time. Any witness fees or mileage received by the employee shall be returned to the City.

Section 7. Call Back Pay. Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) their regular straight time rate. The provisions of this Section shall not apply to extension of shift situations.

ARTICLE 14. WAGES

Section 1. Classifications and Wages. Listed in Appendix A and incorporated herein are the regular rates of pay for the classifications covered by this Agreement.

~~Effective and retroactive July 1, 1998, wages shall increase by three percent (3%) at all levels and classifications.~~

~~Effective July 1, 1999, wages shall be increased by three percent (3%) at all levels and classifications.~~

~~Effective July 1, 2000, wages shall be increased by three percent (3%) at all levels and classifications.~~

Section 2. MML Guide. The parties recognize and agree to the compensation study provided by the Michigan Municipal League of April 1992 as a guide in the wage negotiations.

Section 3. Temporary Assignments. In any case where an employee is qualified for and is temporarily required to regularly serve in and accepts the responsibility for work in a position of higher class, such employee shall receive the entrance rate of that class so assigned, subject to the approval of the Supervisor; provided, that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position, said employee shall be assigned on a regular and continuous basis in the higher paid position for at least one (1) full pay period. An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay.

Section 4. Educational Benefit. Effective July 1, 1995 employees with degrees in Police Administration or a related field from an accredited school shall receive an educational bonus in accordance with the following scale:

Associates Degree	\$ 600.00
B.A. or B.S.	\$1200.00

The educational benefit shall not be added to the employee's base rate, but shall be paid the first (1st) pay check in December of each year. The educational benefit shall be pro rated based on weeks worked while at the respective benefit level.

Section 5. Step Increase. An employee is entitled to step increases pursuant to the wage scale set forth in Appendix A shall receive such step increases on the closest pay period to his anniversary date which corresponds with Appendix A.

Section 6. Prior Law Enforcement Experience. New employees having prior law enforcement experience (certified police officers) may be given seniority for pay purposes only which in the opinion of the City reflects said employee's value to the City of Portland. Future wage increases for such employees shall be in accordance with this Agreement. Such Employees, however, shall be subject to the same probationary period as well as new employees.

ARTICLE 15. INSURANCE AND PENSION

Section 1. Health Insurance. The City agrees to provide a Blue Cross/Blue Shield health care plan as follows:

Comprehensive Hospital Care Certificates and Riders: D45NM, CC, OPC, XF, ASFP, SOT-PE, GLE 1, EF MVF 2, RM

Prescription Drug Program, \$3.00 co-pay, PD-MAC Dental Program, RC/10/50, MBL1000 Vision Program, A-80

Section 2. Contribution. The City shall contribute Six Thousand Dollars (\$6,000.00) per year, per employee toward the Health Insurance program effective July 1, 1995 thru June 30, 1998.

Section 3. Re-opener. Both parties mutually agree to re-open the contract for discussions on health care issues at either party's request. The Union agrees to consider an RX Drug card as of July 1 1995.

Section 4. Retiree Health Care. The City agrees to pay the premiums for hospitalization insurance for future retirees until they attain the age of 67 or are eligible for Medicare, whichever is first.

~~Employees who are receiving MERS retirement funds that have not reached age 55 will be given an extension to COBRA of twenty-four (24) months for a total of sixty (60) months under the COBRA statutes.~~

Retirees shall not be eligible to collect hospitalization insurance unless they are receiving MERS retirement funds, have attained the age of 50 and have at least 10 years of service at the time of retirement from the City. Employees who retire prior to age 50 are not eligible for this benefit. Should the retiree accept a position which would qualify him/her for medical benefits at another place of employment, the retiree will forfeit eligibility for the City's retiree medical plan, while employed with said employer.

Section 5. Term Life Insurance. Effective July 1, 1995, the Employer will provide a term life insurance policy in the amount of \$20,000, and \$20,000 Accidental Death and Dismemberment. Effective July 1, 1996, the Employer will provide a term life insurance policy in the amount of \$50,000, and \$50,000 Accidental Death and Dismemberment.

Section 6. Unemployment Compensation Insurance. The Employer will make available unemployment compensation for the employees.

Section 7. Retirement Benefits. Effective July 1, 1992, the City will provide and pay the premium for the Michigan Municipal Employees Retirement plan B4 with the F55/25 waiver for all bargaining unit members.

~~Effective January 1, 1999, the City will provide and pay the premium for the MERS Plan B4 with the F 50/25 waiver for all bargaining unit members.~~

~~Effective June 29, 2001, the City will provide the MERS Plan 3-2 multiplier F50/25. Bargaining unit members will pay four and one-half (4.5%) of wages toward the retirement plan and City shall pay any remaining costs of the pension premium required.~~

Upon completion of ten years credited service with the City, MERS eligible employees

may purchase credits for military service and the City agrees to pay the City's portion of the costs associated with this purchase.

Section 8. Duplication of Insurance Benefits. The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance with any other employer, notwithstanding the circumstances of eligibility, amount of duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer, herein a party.

Section 9. Government Insurance Programs. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

Section 10. Long Term Disability. Effective July 1, 1995, the Employer will provide a long term disability program equal to 66 and two thirds of the employee's biweekly wage not to exceed \$2,500 per month. there shall be a thirty (30) day waiting period to qualify for this benefit. Employees may use sick and/or vacation time to bring their payment up to 100% of their biweekly wage.

ARTICLE 16. UNIFORM AND EQUIPMENT

Section 1. Dry Cleaning Allowance. The City agrees to pay each uniformed officer a dry cleaning allowance of \$400.00 per year to be paid on a quarterly basis. ~~The City shall arrange for a dry cleaning service with the help of the Union that allows for pick-up and drop-off of uniforms at the Police Department and that allows for proper cleaning of uniforms at a reasonable cost.~~

Section 2. Uniforms. Officers shall keep their uniforms clean, well brushed, and pressed. They shall wear polished shoes and all leather accessories dyed and polished. The City agrees to provide uniform issuance and replacement items to each employee within a reasonable time. Uniforms will be inspected on February 1, and August 1 to determine what replacement items, if any, are necessary.

Section 3. Vests. Both parties agree that the wearing of protective vests shall be mandatory and that the City shall be responsible for the purchase of vests for all personnel covered by this Agreement.

Section 4. Plexiglass Guards. The City agrees to install a plexiglass guard from the top of the seat to ceiling, in the new police cars that are purchased. However, the City will only be required to install the plexiglass guard on one (1) care per year until all cars are equipped with the guards.

ARTICLE 17. MISCELLANEOUS

Section 1. Residency. As a condition of continued employment, all employees shall be required to live within a ten (10) mile radius of the police station of the City of Portland. Each employee will have six (6) months to complete his move after being hired and must maintain his bona fide residence within a ten (10) mile radius. However, exceptions may be granted pursuant to City Council Policy #1977-13.

Section 2. Employment Application. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification. The employer reserves the right of dismissal upon finding omission or falsification of fact on the employment application.

Section 3. Change in Personal Status. Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents on its records for all purposes involving his employment and this Agreement.

Section 4. Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

Section 5. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 6. Irregular Part-Time. Irregular part-time employees may be used for the purpose of filling in for emergencies, special events, absence of regular full time employees, and, other than this article, the provisions of this agreement do not apply to irregular part-time employees. Irregular part-time employees will not be used to displace a regular full time or part-time employee.

Section 7. Outside Employment. No employee shall work at other employment which will be a conflict of interest or impair his performance as an employee. Employees shall not wear the Department Uniform unless they are working for or under the direction of the City. Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge.

Section 8. Benefit Accumulation. The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law, or
- B. On layoff, or
- C. On leave of absence, or

D. Has quit his employment, or

E. Has been discharged, or

F. Upon retirement.

As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

Section 9. Personal Day. Employees covered by this Agreement shall be allowed four (4) personal days leave of absence with pay for each fiscal year. There shall be no accumulation or carry over of such leave day from one fiscal year to another.

Section 10. Grant Positions. Any employee included in the unit which are there as a result of temporary State and/or Federal funded programs will be laid off or terminated if such funded programs are discontinued, as may be determined in the sole discretion of the Employer, notwithstanding any provision, seniority or otherwise, included in this Agreement; provided, however, that such action does not violate any applicable State and/or Federal funded program rules and regulations.

Section 11. Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 12. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 13. Work Force. The Employer agrees that the present work force size (four full-time officers and a chief) shall be maintained as a minimum.

Section 14. Unit Protection. The Employer agrees that any increase in fringe benefits given to any other City employees during this Agreement shall be immediately extended to this unit.

Section 15. Training. The Employer will provide a minimum of forty (40) hours per year per employee of training, to include in-service training such as films or talks by the prosecutor and out-side-the-department specialists, and schools. Training hours shall be in addition to reading of pamphlets. Officers shall be informed of upcoming schools and training classes. Training hours shall be paid on a straight time basis, and, if a special school, the Employer shall pay all of the fees and costs of such school in addition to the hourly rate of pay. Any special school lasting three (3) days or longer will count as officer's duty time for that period and will be paid at the regular straight time rate. In no case shall the officer lose any regular pay as a result of attending training unless the officer agrees to such a loss in advance. Attendance at training schools shall not cause an officer to work his normal days off unless by mutual agreement of the officer or unless the overtime provisions apply. The Chief shall supply to the Council Representative and the City Manager a list of accumulated training hours for each officer. Such a list shall be supplied each six months.

Section 16. Pay Upon Promotions. Commencing the first full pay period following the job advancement, the employee who is awarded the job shall be paid at the step in the pay range in the new classification that reflects an increase from his current rate of pay. The date of the job advancement shall be the employee's new anniversary date of hire for the purpose of step increases in the new pay grade.

ARTICLE 18. LONGEVITY

Section 1. Longevity. (Payable December) employees shall be paid longevity according to the following schedule and guidelines:

<u>Years</u>	<u>% of Salary</u>
1 - 4	0
5 - 9	2.0%
10 - 14	2.5%
15 - 19	3.0%
20 - 24	3.5%
25 +	4.0%

- A. Longevity pay shall not exceed \$1,000.00 per year.
- B. Longevity pay will be distributed in a single check, once a year, in the first payroll period in the month of December.
- C. Calculation of years of service will be based on service through December 31st of the year in which the longevity is paid.

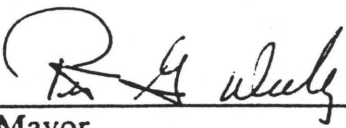
- D. Employees who take a leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

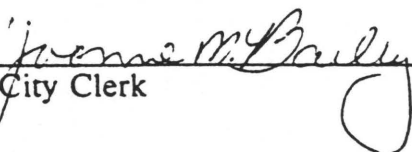
ARTICLE 19. DURATION AND TERMINATION DATES

Section 1. Duration. This Agreement shall become effective on July 1, 1998 and continue in full force and effect until 11:59 PM on June 30, 2001. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same. If either party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the union 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and if the Employer, to 259 Kent Street, Portland, Michigan 48875, City Manager, or to any such address as the Union or the Employer may make available to each other.

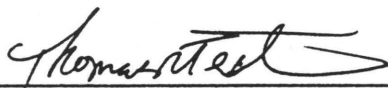
IN WITNESS WHEREOF, the parties have set their hands and seals this
17th day of November, 1998.

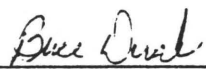
CITY OF PORTLAND

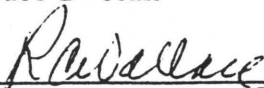
By: 
Mayor

By: 
City Clerk

POLICE OFFICERS LABOR COUNCIL
PORTLAND POLICE DEPARTMENT UNIT

By: 
Tom Teitsma

By: 
Bruce Dvorak

By: 
Ray Wallace