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6/30/2001

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CEDAR SPRINGS

and

POLICE OFFICERS LABOR COUNCIL

Cedar Springs, City of

Effective: July 1, 1998 - June 30, 2001

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THIS AGREEMENT, effective the 1st day of July, 1998, by and between the CITY OF CEDAR SPRINGS (hereinafter referred to as the "City" or "Employer"), and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as the "Union").

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining representative relative to wages, hours and other conditions of employment for all employees in the following bargaining unit:

All full-time and regular part-time certified police officers who work a minimum of 1,040 hours per calendar year BUT EXCLUDING the Chief of Police, supervisors and all other employees.

REPRESENTATION

Section 2.1. Steward. The Employer shall recognize one employee steward selected or elected by the Union from employees in the bargaining unit who have seniority, upon written notification to the Employer of the steward's name and term of office. It shall be the function of the steward to act in a representative capacity for the purpose of communication, negotiations, and to process grievances in accordance with the Grievance Procedure established in this Agreement.

Section 2.2. Lost Time. The steward shall not suffer any lost time or pay from his regular schedule while engaging in his recognized duties provided, however, the Employer reserves the right to revoke this benefit if the employee is abusing this benefit.

UNION SECURITY

Section 3.1. Agency Shop.

- (a) All members of the bargaining unit shall, as a condition of employment, become members of the Union, within thirty (30) days of employment or entering or reentering the bargaining unit, or pay a service fee equal to a dues paying member.
- (b) The Employer, upon receipt of a written notice from the Union that an employee is no longer a dues paying member in good standing with the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

(c) During the period of time covered by the Agreement, the Employer agrees to deduct from the pay of all employees all dues and initiation fees of the POLICE OFFICERS LABOR COUNCIL, provided, however, that the Union presents to the Employer authorization signed by such employees, allowing such deductions and payments to the Union. This may be done through the steward of the Union.

(d) Monthly agency fees and initiation fees will be deducted by the City and transmitted, along with a list showing from whom such deductions have been made, to the Treasurer of the Union, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083, as prescribed above for the deduction and transmission of Union dues and initiation fees. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, liability and any other actions arising out of compliance with Section 3.1.

MANAGEMENT RIGHTS

Section 4.1. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement, and, as such, they shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to

continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

Section 4.2. If any specific provisions of this Agreement are in direct conflict with the rules and regulations of the Department or ordinances of the City, the contract provisions herein shall be followed.

GRIEVANCE PROCEDURE

Section 5.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee or the Union arising during the term of this Agreement, concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner. Each written grievance shall be signed by the grievant and shall contain a statement of the facts which caused the complaint, the contract provisions alleged to have been violated and the remedy sought.

Step 1. An employee with a complaint shall discuss the matter with the Chief of Police within five (5) days of the events which caused the grievance. If the complaint is not satisfactorily settled, the employee shall reduce his complaint to a written grievance and submit it to the Chief within eight (8) days of the event which caused the grievance. The Chief shall place his answer on the grievance form and return it to the grievant within three (3) days after receipt of the written grievance.

Step 2. The grievance may be appealed by submitting the grievance form to the City Manager within five (5) days after receipt of the written answer in Step 1. The City Manager or his representative shall meet with the steward at a time mutually convenient but not later than ten (10) days, to discuss the grievance. The City Manager shall place his answer on the grievance form and return it to the steward within three (3) days following the meeting.

Step 3. The Union may appeal the Employer's decision to arbitration during the term of this Agreement on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within twenty (20) days after receipt of the City Manager's answer.

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union during the term of this Agreement, 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 arbitration within fifteen (15) days after the request for arbitration, the arbitrator shall be selected within fifteen (15) days after receipt of the list by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. 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 5.4. 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 or reserved 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 of this Agreement or 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 units, 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 on a grievance involving a continuing violation shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.5. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union or an employee fails to follow the time limits, the grievance shall be considered settled. If the City fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon written notice. The time limits may be extended by mutual agreement of the parties in writing.

Section 5.6. Arbitration Hearings Attendance. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing to return to work after the employee's testimony is completed.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 5.8. Forum Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on his own behalf, and likewise the Union, on behalf of the labor organization, the right to participate in any other hearing provided by the City Charter, Veteran's Preference, where the purpose is to adjudicate the merits of the disciplinary action. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forum.

SENIORITY

Section 6. 1. Definition of Seniority. Seniority shall be defined as the length of continuous full time service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Classification or rank seniority shall be the length of continuous service of the employee in the classification or rank. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. A separate roster of reserve officers included within the bargaining unit shall be maintained and listed in order of their date of hire. Reserve officers who become full-time employees shall be given credit for continuous length of service and shall be given a seniority date determined by such credit on the basis of 2080 hours of work shall equal one year of service.

Section 6.2. Probationary Period. All new full-time employees shall be considered to be on probation and shall have no seniority from the first twelve (12) months of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to his last date of hire. Until an employee has completed his probationary period, he may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. A reserve officer shall be on probation until he has completed 2080 hours of work.

Section 6.3. Seniority List. The Employer shall keep a current seniority list showing each employee's date of hire or seniority date. A copy of the seniority list shall be posted on the employee bulletin board. An additional copy of the seniority list shall be given to the Steward. The seniority list as posted shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless the list is timely grieved in accordance with the Grievance Procedure.

Section 6.4. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged.
- (c) If the employee is absent from work for two (2) consecutive working days without properly notifying the Employer, unless giving of notice is impossible due to circumstances beyond the employee's control.
- (d) If the employee fails to report to work within three (3) working days following notification of recall.
- (e) If the employee fails to return on the required date following a leave of absence or vacation, unless otherwise excused by the Employer.
- (f) If the employee is on layoff status consecutively for a period of one year or the employee's length of seniority at the time of layoff, whichever is the lesser.
- (g) If the employee is on sick leave for a period of six (6) months or the length of the employee's seniority at the time of the leave, whichever is the lesser.
- (h) If the Employer's operations are permanently discontinued.

Section 6.5. Layoff and Recall. In the event of a layoff, the following procedure shall be followed:

- (a) All part-time bargaining unit members;
- (b) Next, all probationary employees;
- (c) Last, the lowest seniority full-time bargaining unit members shall be laid off.
- (d) No one will be hired within the bargaining unit either part-time, temporary or otherwise until those bargaining unit employees who have been laid off with recall rights have been notified by certified mail by the Employer that they are to be recalled. Any employee failing to return to work three (3) days after notification from the City of his recall will be deemed to have quit.
- (e) Recall to work following a layoff shall be in order of seniority in the classification, provided that the employee has the experience, qualifications and present ability to perform the required work.

- (f) The City agrees to provide ten (10) calendar days' advance notice of a layoff if reasonably possible.

DISCIPLINE AND DISCHARGE

Section 7.1. Discipline or Discharge. The Employer agrees that any discipline or discharge shall be for just cause. In addition to the normal and customary disciplinary action of written reprimands or suspensions, the Union acknowledges that the Employer may also invoke forfeitures at an appropriate level of holiday pay, vacation benefits or compensatory time.

HOURS AND WAGES

Section 8.1. Wages. During the term of this Agreement, wages and classifications shall be as set forth in Appendix "A".

Section 8.2. Hourly Rate. An employee's regular straight-time hourly rate shall be determined by dividing his annual salary set forth in Appendix "A" by 2080 hours.

HOURS OF WORK

Section 9.1. Tour of Duty. Full-time employees shall be scheduled for eighty (80) hours of work within a fourteen (14) day tour of duty; however, this shall not be considered as a guarantee of work. Work schedules for full-time and reserve officers shall be established by the Employer and posted fourteen (14) days in advance. Work schedules may be changed by the Employer when required by operating conditions. Changes in the work schedule for a temporary period to accommodate transitory departmental needs may be made without posting.

Section 9.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. Overtime shall be approved in advance by the Chief.

Section 9.3. Premium Pay. Time and one-half (1 1/2) of an employee's regular straight-time hourly rate of pay shall be paid for:

- (a) All hours performed in excess of eighty (80) hours in an employee's tour of duty.
- (b) All hours performed in excess of ten (10) hours in a day. If employee is within a special duty position of eight (8) hours in a day, all hours performed in excess of eight (8) hours in a day.

(c) All work performed by a full-time employee when called to duty on his scheduled day off.

(d) There shall be no pyramiding or duplication of overtime or premium pay. No overtime shall result if an employee exchanges a work schedule with another employee.

Section 9.4. Compensatory Time. In lieu of premium pay, upon request by an employee and approved by the Chief, an employee may be allowed time off with pay at his regular straight-time hourly rate of one and one-half (1/2) hours for each hour of overtime worked. Any time off shall be taken at a time mutually agreed upon by the Employer and the employee. An employee cannot accumulate more than 80 hours of compensatory time.

Section 9.5. Training. All training required by the Employer shall be paid at the employee's straight-time regular rate unless training hours extend beyond an employee's regular scheduled shift then the provisions of Section 9.3 Premium pay (b) apply.

Section 9.6. Rest and Lunch Periods. Employees shall be allowed a paid fifteen (15) minute rest period during the first half of their workday and a paid fifteen (15) minute rest period during the second half of their workday and shall receive a thirty (30) minute lunch period, which shall occur during the approximate middle of their shift, unless operations within the department are such that breaks cannot be taken.

Section 9.7. Call-in Time. An employee called in to work during his unscheduled hours not contiguous to his scheduled shift, shall be guaranteed two (2) hours pay or work. Pay shall be at his regular rate or at time and one-half his regular rate if his hours of work exceed ten (10) hours during that work day.

PHYSICAL REQUIREMENTS

Section 10.1. Physical Fitness and Medical Examination.

(a) As physical fitness and conditioning are particularly important in law enforcement, officers, as a condition for continued employment, may be required to undergo physical examination on a yearly basis. Exams will be by city physicians at City expense. Officers shall be required to meet physical requirements reasonably related to the ability to meet the physical demands of all police duties.

(b) The Employer reserves the right to suspend or discharge employees who are not medically 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 expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, the employee may, at his own expense, obtain a physical

examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the employee shall give the employee a physical examination. The fee charged by a third doctor shall be shared by the Employer and employee and his findings shall be binding on the employee, Employer and Union. No discharge shall take place until the findings of the neutral physician are rendered in situations where there is a disagreement and an appeal from the initial physician's opinion.

LEAVES OF ABSENCE

Section 11.1. Seniority Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave and insurance do not accrue or continue during any non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 11.2. Personal Leave. An employee may be granted a personal leave of absence without pay upon approval of the Employer. A request for a leave of absence shall be in writing stating the reason for such leave. All leaves of absence, not otherwise specifically provided herein, shall be considered a personal leave of absence.

Section 11.3. Paid Sick Leave.

(a) All full-time employees shall accumulate 8.67 hours of sick leave per month but not more than thirteen (13) days per year.

(b) All eligible employees may use up to five (5) sick days per calendar year in the event of a death in their immediate family (wife, son, daughter, father, mother, brother, sister or grandparent). Amounts of leave less than five (5) days may be used in the event of a relative of a lesser degree.

Section 11.4. Paid Sick Leave Accumulation. Sick leave may be accumulated up to fifty (50) days. Sick leave is a benefit solely for the purpose of protecting an employee's income during a period of illness, and, therefore, it is not intended as an alternative source of cash compensation. No unused sick leave will be paid at separation of employment for any reason.

Section 11.5. Use of Sick Leave. Accumulated sick leave may be taken when the employee is prevented from working due to sickness, accident or exposure to contagious disease. Substantiation of illness, accident or exposure to contagious disease by reasonable proof satisfactory to the Employer may be required by the Employer. Portions of accumulated sick leave days may be used in conjunction with short term disability to provide for full base income during leave of absence for off the job injury/illness.

Section 11.6. Extended Medical Leave. Extended medical leave shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended medical leave for a period of not more than twelve (12) months or the length of his seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

Section 11.7. Military Leave. The re-employment rights of employees who have served in the military service of the United States shall be in accordance with the Universal Selective Service and Training Act.

Section 11.8. Personal Days. Each full-time employee shall be allowed two (2) personal leave days with pay per calendar year. Personal leave days shall be taken with advance notice and approval of the Chief.

HOLIDAYS

Section 12.1. Recognized Holidays. The following days are recognized as holidays:

- (a) New Year's Day - January 1 st.
- (b) President's Birthday - 3rd Monday in February.
- (c) Good Friday.
- (d) Memorial Day - Last Monday in May.
- (e) Independence Day - July 4th.
- (f) Labor Day - 1st Monday in September.
- (g) Easter.
- (h) Thanksgiving Day - 4th Thursday in November.
- (i) Fourth Friday in November.
- (j) Christmas Day - December 25th.
- (k) The afternoons of December 24 and December 31 from 12:00 Noon on shall be recognized as holidays, provided they fall on days the employees would otherwise be scheduled to work, except for this subsection.

Employees shall receive their straight-time regular rate of pay for hours they would otherwise have been scheduled to work on a holiday, provided that the employees are eligible under the rules established in this Agreement. Earned holidays shall be paid to employees on the first pay period in July and December.

Section 12.2. Holiday Eligibility. In order to be eligible for holiday pay, an employee must be:

- (a) A full-time employee;

(b) An employee on the active payroll as of the date of the holiday, and not on layoff, non-paid leave of absence or suspension; and

(c) An employee who worked all scheduled hours on the last workday prior to the holiday and the first workday following the holiday.

An employee who is scheduled to work on a recognized holiday but fails to report and perform all required work shall not receive any holiday pay for such holiday.

VACATION

Section 13. 1. Vacation Leave. Full-time employees who have completed six (6) or more months of continuous employment with the employer since their last hiring date shall receive vacations with pay in accordance with the following schedule:

(a) Employees who, as of the anniversary date of their employment have completed six (6) months but less than one (1) year of continuous employment since their last hiring date shall be entitled to one (1) week vacation with forty (40) hours of vacation pay at regular straight-time rates.

(b) Employees who, as of the anniversary date of their employment have completed one (1) but less than two (2) years of continuous employment since their last hiring date shall be entitled to two (2) weeks vacation with eighty (80) hours of vacation pay at regular straight-time rates. Employees who take a vacation following the six (6) month anniversary date of their employment shall only be entitled to one (1) additional week's vacation during their first year of employment.

(c) Employees who, as of the anniversary date of their employment, have completed five (5) but less than ten (10) years of continued employment since their last hiring date shall be entitled to three (3) weeks vacation and one hundred twenty (120) hours of vacation pay at regular straight-time rates.

(d) Employees who, as of the anniversary date of their employment, have completed ten (10) but less than fifteen (15) years or more of continuous employment since their last hiring date shall be entitled to four (4) weeks vacation and one hundred sixty (160) hours of vacation pay at regular straight-time rates.

(e) Employees who, as of the anniversary date of their employment, have completed fifteen (15) years or more of continuous employment since their last hiring date shall be entitled to five (5) weeks vacation and two hundred (200) hours of vacation pay at regular straight-time rates.

Full-time employees who work less than 1,850 hours during a vacation year due to layoff or other non-paid leave of absence will qualify for a pro-rated vacation pay benefit based upon 1/12 of a full entitlement for each 170 hours worked.

Section 13.2 Vacation Schedule. Employees may take their vacations at any time between the anniversary date of the year in which the vacation has been earned and the anniversary date of the succeeding year, provided they have made arrangements with the Employer at least thirty (30) calendar days in advance or can be spared from their work at the time requested.

- (a) The employer shall determine the number of employees, if any, who can be excused for vacation purposes at any one time.
- (b) Vacation time off shall not be cumulative from year to year.
- (c) Insofar as it is practical, fair and consistent with the provisions of this Section, as between employees who request the same vacation time off, preference will be given to the employee with the most seniority.
- (d) Employees may elect to be paid for one (1) week of their allowed vacation time without taking time off from work.

INSURANCE

Section 14.1. Group Insurance. During the term of this Agreement, the Employer shall pay the premiums and other costs of acquiring the following group insurance coverage:

- (a) Full-time employees shall, upon proper written application, be eligible to participate in the Community Blue PPO plan for employees and their dependents, or Grand Valley Health Plan HMO. The Employer shall notify the Union in writing thirty (30) days prior to any change of carriers. The Community Blue PPO plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Major medical coverage for the employee and his immediate family. Hospitalization to include coverage for a semi-private room. Children under 19 years of age and children under 26 years of age enrolled as full-time college students are presently included in the definition of immediate family.

- (b) Full-time employees shall, upon proper written application, be eligible to participate in a life insurance plan, accidental death and dismemberment plan, and a short term disability plan provided by a carrier selected by the Employer. The plans shall provide the following coverages, provided they are, and continue to be, obtainable:

Life Insurance coverage in the amount of \$30,000.
Accidental Death & Dismemberment coverage in the amount of \$30,000.
Short Term Disability Plan 2/3 base pay in accordance with normal payroll for up to 26 weeks

Dependents of full-time employees shall receive the following life insurance benefits.

Spouse	\$2,000
Children Under 6 Months	\$ 100
Children 6 Months to 19 Years	\$1,000

(c) All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures and other limitations as may be applied from time to time by the Employer's insurance carriers. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverages as specified and the Employer shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverages or benefits (except disputes relating to unjustifiable non-tender of premiums) shall not be subject to the Grievance Procedure.

(d) Subject to restrictions imposed by the carriers, the Employer shall continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence. If an employee returns from a layoff or leave of absence before the end of the billing cycle immediately following that during which the layoff or leave of absence commenced, the Employer shall immediately resume payment of required premiums; otherwise, the employee must make arrangements for and bear the cost of continuation of any desired insurance coverages.

Section 14.2. Pension. The retirement plan is (MERS, B-3, F-50/25, FAC-3). Normal retirement benefits as defined in the applicable plan shall be provided. The total employee contribution shall be five percent (5%) of base salary.

MISCELLANEOUS

Section 15.1. Uniforms. The City shall continue to provide uniforms for employees and shall continue to pay cleaning bills for those uniforms on a monthly basis in accordance with Rules established by the City. All uniforms, pistols, and equipment furnished by the City shall remain the property of the City and shall be delivered to the City upon an employee's retirement or the termination of his employment.

Section 15.2. Rules and Regulations. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. If the Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the Grievance Procedure.

Section 15.3. Family and Medical Leave Act (FMLA). The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the FMLA.

Section 15.4. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Union's compliance efforts, including reasonable accommodation, with the Federal Americans with Disabilities Act (A.D.A.).

Section 15.5. Vehicles. The Employer agrees to maintain its patrol vehicles in good operating condition. Any defects shall be promptly reported to the Chief.

Section 15.6. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 15.7. Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 15.8. Separability. In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the remaining provisions.

Section 15.9. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes 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 claims which may be asserted in arbitration hereunder, or otherwise. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically 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 they negotiated or signed this Agreement.

DURATION

Section 16. 1. Term of Agreement. This Agreement shall remain in full force and effect until midnight, June 30, 2001. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the termination date above that modification or termination is desired.

POLICE OFFICERS LABOR COUNCIL

Fred LeMaire 4/30/99

CITY OF CEDAR SPRINGS

Pat M. Howell 4/30/99

APPENDIX "A"

July 1, 1998 to June 30, 2001

The following wage rates shall be effective the first pay period on or after the date(s) indicated below:

After (years)	July 1, 1998	July 1, 1999	July 1, 2000
Start	\$ 26,245	\$ 26,245	\$ 26,783
	12.62/hr	12.62/hr	12.88/hr
1 year	\$ 27,202	\$ 28,154	\$ 28,999
	13.08/hr	13.54/hr	13.94/hr
2 year	\$ 31,114	\$ 32,203	\$ 33,169
	14.96/hr	15.48/hr	15.95/hr
3 year	\$ 33,072	\$ 34,064	\$ 35,086
	15.90/hr	16.38/hr	16.87/hr
Top	\$ 34,860	\$ 36,290	\$ 38,923
	16.76/hr	17.45/hr	18.71/hr

LETTER OF UNDERSTANDING
BETWEEN THE
POLICE OFFICERS LABOR COUNCIL
and
CITY OF CEDAR SPRINGS

SUBJECT: Pension Reopener and Posting of Accumulated Overtime

The parties agree that in the event the City adopts MERS Plan B-4 or options E-1 or E-2 for other full time employees of the City at any time during the term of this Agreement, either party shall have the right, upon written notice to reopen negotiations on the pension issue only. All other terms and conditions of the parties Agreement will remain in effect.

In addition, to assist in the equalization of overtime, the City commits to regularly post a list of each bargaining unit employees' accumulated overtime.

CITY OF CEDAR SPRINGS

POLC

By Paul M. Howell

By Fred LaMaire

Date 4/30/99

Date 4/30/99