

6/30/2002

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CONTRACT # 2224

COUNCIL APPL. DATE 1-10-00

AGREEMENT
 BETWEEN
 POLICE OFFICERS ASSOCIATION OF MICHIGAN
 (POAM)
 AND
 CITY OF GRAND HAVEN
 PUBLIC SAFETY DEPARTMENT

Effective July 1, 1999 through June 30, 2002

Grand Haven, City of

29

CONTRACT # _____

COUNCIL APPL. DATE _____

PREAMBLE

THIS AGREEMENT, effective the _____ day of _____, 2000 by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the "City"), and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (for purposes of convenience sometimes hereinafter called the "Union").

ARTICLE I
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II
RECOGNITION

2.1: Recognition Clause. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

GROUP A: All regularly scheduled full-time public safety officers, firefighters, police officers and police officer/investigators employed by the City of Grand Haven, but excluding sergeants, lieutenants and all command officers, supervisors, and all other employees; and

GROUP B: All regular full-time records clerks employed in the City of Grand Haven Department of Public Safety, but excluding sergeants, lieutenants, and all command officers, supervisors, secretaries to supervisory personnel, and all other personnel.

(Note: Although "Group A" and "Group B" employees are part of the same bargaining unit, they will, periodically throughout this Agreement, be referred to separately

insofar as certain terms or provisions of this Agreement apply solely, differently or independently to one "Group" or the other.)

2.2: Individual Representation. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

2.3: Gender. Use in this Agreement of pronouns or other terms referring to the male gender shall include the female gender, and use of pronouns or other terms referring to the female gender shall include the male gender.

ARTICLE III
UNION REPRESENTATION

3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than four (4) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union's choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.

3.2: Meetings. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member's scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

ARTICLE IV
UNION SECURITY AND CHECK-OFF

4.1: Union Security.

A. All employees in the bargaining unit represented by the Union shall, upon completion of their probationary period (as provided in this Agreement)

and as a condition of employment, pay to the Union either dues or an equivalent service fee; provided, however, that no employee in the bargaining unit shall be required, as a condition of employment, to become or remain a member of the Union.

As used in this Article, the following terms shall have the following meanings:

1. "Dues" (for members of the Union) shall mean the regular monthly charges (dues) uniformly required of members of the Union, exclusive of any initiation fees, special assessments or other charges.

2. "Equivalent Service Fee" (for non-members of the Union) shall mean a "fair share contribution" to defray amounts expended by the Union solely for the purpose of bargaining unit representation in the form of collective bargaining, contract administration, and grievance adjustment (but excluding amounts expended by the Union to finance any ideological, political, social or other activities). The amount of such equivalent service fees (fair share contributions) shall be that pro-rata amount of dues as represents the percentage of such dues expended by the Union for direct representation of bargaining unit members for collective bargaining, contract administration, and grievance adjustment. The Union shall maintain accurate, open, and itemized accounts of all its receipts and expenditures; and any employee having elected an equivalent service fee (fair share contribution) shall be entitled, upon a written request therefor, to a refund from the Union for any fiscal year (of the Union) in which the Union's actual expenditures for purposes other than collective bargaining, contract administration, and grievance adjustment exceed the pro-rata amount paid by an employee. The refund shall, in such cases, be in an amount necessary to cause the employee's equivalent service fee (fair share contribution) remaining unrefunded to equal that percentage of dues for the fiscal year in question which equals the percentage of the Union's total expenditures during the fiscal year made solely for representation of bargaining unit members in the form of

collective bargaining, contract
administration, and grievance adjustment.

4.2: Check-Off. The City shall, upon receipt of a written, individually signed check-off authorization (a sample of which is attached to the Agreement as Appendix "F"), deduct the amount of regular monthly dues or equivalent service fees certified to the City by the Union from the first paycheck of each month for employees who have so authorized such deductions. All sums so deducted, together with a list of the employees from whom such deductions have been made, shall be transmitted by the City to the Union within two (2) weeks after such deductions are made. The Union expressly agrees to collect all other Union fees or charges, including initiation fees and special assessments, and such other fees or charges shall not be deducted by the City. The City shall not be required to make any check-off for dues or equivalent service fees in preference to legally required deductions or if an employee's pay in any pay period is not sufficient to cover such dues or equivalent service fees. Any employee may revoke his voluntary check-off authorization, or may revise the type of deduction authorized (i.e. dues or equivalent service fees), upon thirty (30) days' written notice to the City and the Union.

4.3: Indemnification. The Union and the members of the bargaining unit represented by it shall and hereby agree to indemnify and hold the City, its agents, officers, officials and employees harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of any action taken by the City or its agents, officers, officials or employees pursuant to or in reliance upon the Union Security or Check-Off provisions of this Agreement.

ARTICLE V MANAGEMENT RIGHTS

5.1: In General. 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 City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be

furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

5.2: Rules and Regulations. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement on any such work rule.

5.3: Volunteers; Jobs; Classifications; Funded Programs. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.

5.4: The Union recognizes that the City may use part-paid firefighters to perform fire services in the Department of Public Safety.

ARTICLE VI GRIEVANCE PROCEDURE

6.1: In General. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer's or supervisor's unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

STEP ONE. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this

Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Sergeant or other command officer designated by the City to consider such grievances, or in the event of such sergeant's or other command officer's unavailability to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The designated sergeant or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

STEP TWO. If the grievance is not settled in Step One and the Union desires to appeal it to the Second Step, the Union must serve written notice of such appeal upon the Deputy Director of Public Safety or his designee within five (5) working days after the designated sergeant's or other command officer's written Step One answer. The Deputy Director of Public Safety or his designee shall give the Union a written, dated and signed Step Two answer within five (5) working days after he receives the grievance at this Step.

STEP THREE. If the grievance is not settled in Step Two and the Union desires to appeal it to the Third Step, the Union must serve written notice of such appeal upon the Director of Public Safety, or in the event of his unavailability upon his designee, within five (5) working days after the Deputy Director's written Step Two answer. The Director and the Union may, in the Director's discretion, meet to consider the grievance within ten (10) working days after the Director receives the grievance at this Step. Whether or not the Director and the Union meet to consider the grievance, the Director shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FOUR. If the grievance has not been settled at Step Three and the Union desires to appeal it to the Fourth Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the

Director of Public Safety's Step Three answer. The City Manager and the Union may, in the City Manager's discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FIVE. If the grievance is not settled at Step Four and the Union desires to appeal it to the Fifth Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission ("MERC") and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager's Step Four answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the unstricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

- A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;
- B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;
- D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;

- E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;
- F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- G. The arbitrator shall not award any punitive damages;
- H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;
- I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;
- J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and
- K. Any grievance which is not appealed to arbitration within the time limit hereinabove provided shall be considered adjusted and may not thereafter be so appealed.

6.2: Grievance Processing. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: Working Days. As used in this Article, the words "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

ARTICLE VII
DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

7.1: Just Cause. The City shall not discipline, discharge, suspend or demote any employee without just cause.

7.2: Union Notification. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.

7.3: Grievance Procedure. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.

ARTICLE VIII
SENIORITY

8.1: Definition. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.

- A. Department Seniority - Length of full-time service in the Police, Fire, or Public Safety Department.
- B. Classification Seniority - Length of full-time service in a classification (i.e. police officer, detective, fire-fighter).
- C. Employer Seniority - Length of full-time service with the City of Grand Haven.

8.2: List. A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.

In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employee's last names.

8.3: Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full period of probation.

8.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:

- A. He quits;
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. He retires or is retired;
- D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
- E. He is on sick leave of absence for a period of one (1) year;
- F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
- G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or
- H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

8.5: Seasonal, Temporary Help. Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, part-paid or other

temporary positions shall not be used to cause the layoff of bargaining unit personnel, except for the sole purpose of filling vacancies in the Public Safety Department caused by:

- A. Vacations
- B. Compensatory Time Off
- C. Personal Time Off
- D. Sick Leave when the City has knowledge that the sick leave will extend for at least forty-two (42) hours, but not exceed two (2) years.
- E.
 - 1. Mandatory Training - the vacancy will first be offered to full-time bargaining unit members, before filling the vacancy with temporary employees.
 - 2. Voluntary Training - If the vacancy is for a period of two (2) days or less, the vacancy will first be offered to full-time bargaining unit members, before filling the vacancy with part-time employees.
- F. Worker's Compensation or Light Duty for bargaining unit members who are assigned "light duty" or on Worker's Compensation.
- G. Part-time Public Safety Officers may be used for the purpose of filling a vacant position created by assignment of a regular officer as a D.A.R.E./school liaison/community policing officer.

If an employee filling a seasonal or temporary position is retained as a regular employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement and shall be credited with the number of hours worked toward their seniority and economic benefits.

ARTICLE IX
LAYOFF AND RECALL

9.1: Layoff.

- A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.

The City shall determine the classifications and groups to be affected, including the number of positions in each classification and group to be eliminated or reduced.

- B. Layoffs within the bargaining unit shall be by classification within each group (i.e. GROUP A and GROUP B) as determined by the City. If a given classification is to be reduced or eliminated, probationary employees in the classification affected shall be laid off first, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work. If seniority employees are to be laid off in the classification affected, such employees shall be laid off in the inverse order of their seniority (i.e., least senior first), provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skill, ability and qualifications required to perform the remaining work.
- C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:
1. Be a seniority (non-probationary) employee; and
 2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and
 3. Bump only from a higher paid classification to a lower paid classification within the same group (i.e., no bumping between GROUP A and GROUP B); and
 4. Have greater seniority than the person to be bumped; and
 5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and

6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

9.2: Recall.

- A. If the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:
 1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.
 2. There shall be no bumping between groups (i.e. between GROUP A and GROUP B).
 3. Recall notices shall be by mail, addressed to the employee's last known address. If the employee fails to report for work within two (2) days of the recall date indicated in the notice, such employee shall be presumed to have resigned and shall have no further recall rights.
 4. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article,

without regard to the job posting provisions of this Agreement.

ARTICLE X
JOB POSTING UNILATERAL TRANSFERS

10.1: If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgement of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, which ever initiated the reversion and statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

10.2: Temporary Assignments/Special Detail. It is agreed that the City may have special assignment details such as plainclothes assignments, WEMET, Inspector/Training Officer, D.A.R.E., etc. Such assignment shall not exceed twenty-four (24) months duration. additional time may be added by mutual consent of the Union and City.

ARTICLE XI
PROMOTIONS

11.1: This promotional procedure shall apply only to the classifications of sergeant and investigator (detective).

11.2: Selection Criteria. Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstrating satisfactory job performance in the present classification.

11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.

11.4: A written examination shall be administered and graded under the direction of the City Manager. A passing score will be posted prior to the examination.

11.5: The candidates passing the written examination shall be eligible to participate in an Assessment Center or oral interview board grading the candidates leadership, supervisory, organizational, management, communications, planning problem analysis, judgement and decisiveness skills.

11.6: The City shall select one of the top three (3) candidates. The list will expire after the period of one (1) year, or when all of the top three candidates have been promoted (whichever comes first).

11.7: At the time of appointment the Director of Public Safety may require psychological evaluations, performed by a qualified person in the field of psychology of the employees certified as eligible for promotion.

11.8: Probation. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactory may be reverted to their former position at their prevailing rate of pay for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced.

11.9: A senior patrol officer may be assigned to perform limited supervisory duties without a pay adjustment for a consecutive period of up to fourteen (14) days provided said senior patrol officer is qualified. Such work is usually assigned when a command officer is on vacation, absence due to illness or similar short term absences.

ARTICLE XII
LEAVES OF ABSENCE AND SICK LEAVE

12.1: Paid Sick Leave. For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Section.

- A. During their probationary period, each full-time employee hired after July 1, 1990 shall earn sick leave at the rate of 0.023 hour per hour worked and shall not be allowed to use sick leave during their first six (6) months of continuous employment.
- B. Each full-time non-probationary employee shall earn paid sick leave at the rate of .043956 hours for twelve (12) hour shift employees and .046153 hours for forty (40) hour per week employees, of sick pay, per hour worked, per month of employment. (As used in subsections A and B, the term "hour worked" shall include all regularly scheduled straight-time hours worked, all paid vacation hours and paid sick leave hours; but the term shall not include any overtime hours, premium pay, holiday premium pay, unpaid leaves of absence or paid sick leave of absence which exceeds ninety (90) consecutive days).
- C. Unused paid sick leave earned may be accumulated up to, but not exceeding, nine hundred sixty (960) hours; provided, however, that up to but not exceeding one hundred sixty (160) additional paid sick leave hours shall be available to a full-time employee if:
 1. the employee had the maximum (960) hours used paid sick leave accumulated at the time his disability commenced; and
 2. the employee's disability is continuous and exceeds nine hundred sixty (960) hours; and
 3. the employee averaged three (3) or fewer sick days per twelve (12) month period during the three (3) twelve (12) month periods (36 months total) preceding commencement of the disability.

An employee eligible for additional paid sick leave in accordance with the above conditions shall receive the same for the balance of the continuous disability above nine hundred sixty (960) hours, or

for one hundred sixty (160) additional sick leave hours, whichever is less.

- D. A record of paid sick leave earned and accumulated shall be prepared and kept by the City for all eligible employees.
- E. After an employee has accumulated the maximum paid sick leave hours allowable as herein provided, the City will pay to such employee one-half (1/2) of the non-cumulative paid sick leave hours earned but not used by such employee during a given calendar year. Such payment shall be made during the second pay period in January of the next succeeding year and shall be computed according to the following formula: (annual salary divided by 2184) X (1/2 of non-cumulative paid sick leave hours earned but not used during the calendar year).
- F. Upon the retirement or non duty-incurred death of an employee, such employee or his estate, as the case may be, shall be paid one-half (1/2) of his accumulated paid sick leave hours. Such payment shall be computed according to the following formula: (annual salary divided by 2184) X 1/2 of accumulated paid sick leave hours).

Upon the duty-incurred death of an employee, such employee's estate shall be paid the full amount of his accumulated paid sick leave hours. Such payment will be computed according to the following formula: (annual salary divided by 2184 hours) X (accumulated paid sick leave hours).

As used herein, the phrase "duty-incurred death" shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

- G. If a sick leave absence exceeds two (2) consecutive scheduled working days, or is on the employee's last scheduled working day before and/or first scheduled working day after the employee's vacation, or exceeds five (5) scheduled working days per year, the City may require the employee to present the certificate of a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying the employee's ability to return to work. In lieu thereof, if the employee indicates in writing that he was not under the care of a doctor, the City may

require a written, signed statement from the employee setting forth the reasons for the sick leave absence.

- H. Upon returning to work following a paid sick leave absence, or within a reasonable time following the last day worked, the employee must submit a written, signed request for sick leave pay, stating the reason for such sick leave absence. Any employee making a false claim for paid sick leave shall be subject to disciplinary action, including discharge.
- I. An employee may use his accumulated paid sick leave, up to but not exceeding three (3) days per calendar year, when required in connection with serious illnesses in his immediate family (i.e. spouse and children); provided, however, that when any such use of paid sick leave is made, the employee shall provide the City with a doctor's statement certifying the serious nature of the illness and with a statement certifying that the employee's attention to the illness was required.

12.2: Injury Leave. An employee who receives an injury or has an illness which is compensable under the Worker's Disability Compensation Act of 1969 and who has paid sick leave and/or vacation accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:

- A. During the first seven (7) days of the compensable disability (i.e. before Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated paid sick leave and/or vacation charged at the full rate for those days until such accrued and accumulated paid sick leave and/or vacation is exhausted.
- B. After the first seven (7) days of the compensable disability (i.e. after Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall be paid an amount equal to the difference between his Worker's Compensation benefits and his normal salary and shall have his accrued and accumulated paid sick leave and/or vacation charged on a pro-rated basis proportionate to the City's payment until such vacation is exhausted.

- C. When and if an employee having received full or partial paid injury leave without set off of Worker's Compensation benefits becomes eligible for Worker's Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker's Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker's Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called "specific loss" Worker's Compensation benefits paid pursuant to M.S.A. Section 17.237(361).
- D. If such paid injury is not elected, or if an employee has no paid sick leave or vacation accrued and accumulated, or if such paid sick leave and/or vacation has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
- E. Employees shall promptly report work-related injuries or illnesses to their supervisor.

12.3: Bereavement Leave. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:

- A. In the event of a death in an employee's immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) consecutive days without loss of pay, provided the employee is scheduled to work those days or is on his scheduled vacation. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in his further discretion, grant additional bereavement leave days to an employee for death in the employee's immediate family. For purposes of this Section the term "immediate family" shall mean a spouse, a parent, a spouse's parent, a child, a step-child, a grandchild, a grandparent of the employee, or a brother or sister of the employee or his spouse.

- B. In the event of the death of an employee's aunt or uncle, nephew, niece or spouse's grandparents to the first degree of relationship, such employee shall, subject to the same terms and conditions as are contained in subsection (A) above, be granted a leave of absence of not more than one (1) day without loss of pay.
- C. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

12.4: Military Leave. Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The reemployment rights of such employees shall be in accordance with all laws and federal regulations.

12.5: Jury Leave. An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.

12.6: Unpaid Leaves of Absence. Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:

- A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.
- B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.

- C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.
- D. Employees shall not accrue seniority, vacations, holidays or paid sick leave while on leaves of absence granted pursuant to the provisions of this Section.
- E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence granted pursuant to the provisions of this Section.

12.7: General Provisions. Except as otherwise specifically provided in this Agreement, leaves of absence granted pursuant to this Article shall be subject to the following terms and conditions:

- A. Employees shall not accrue seniority while on such leaves.
- B. Vacations, holidays and paid sick leave earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.
- C. All leaves of absence shall be without pay except as otherwise provided in this Article.
- D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).
- E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)
- F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

ARTICLE XIII
VACATIONS

13.1: Generally.

- A. Paid Vacations. Subject to and in accordance with provisions of this Article, regular full-time employees shall earn vacations with pay, at straight-time rates, based on their years of continuous employment with the Department of Public Safety since last date of hire, according to the following schedule:

<u>Years of Continuous Service</u>	<u>Rate of Earning</u>	<u>Hours for full Schedule</u>	
		<u>GROUP A</u>	<u>GROUP B</u>
During first (1st) vacation year	.01923 hours of paid vacation per hour of work	42	40
During second (2) through seventh (7) vacation years	.03846 hours of paid vacation per paid hour of work	84	80
During eight (8) through sixteenth (16) vacation years	.05769 hours of paid vacation per paid hour of work	126	120
During seventeenth (17) through twenty-fourth (24) vacation years	.07692 hours of paid vacation per paid hour of work	168	160
During twenty-fifth (25) and subsequent vacation years	.09615 hours of paid vacation per paid hour of work	210	200

(As used in this section, the term "paid hour of work" shall include all regularly scheduled straight-time hours worked, all paid vacation hours, and paid sick leave hours; but the term shall not include any overtime hours, premium pay, holiday pay, unpaid leaves of absence, or paid sick leave which exceeds ninety (90) consecutive days. In no event shall an employee's "paid hours of work", for vacation purposes, exceed 2184 hours for GROUP A employees or 2080 hours for GROUP B employees in any vacation year).

- B. Vacation Year. For purposes of this Article, a vacation year is defined as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

- C. Prepayment and Termination. Paid vacation time may not be taken in advance (i.e. before it is earned); and may only be taken at mutually agreeable times in accordance with the City's schedule of available vacation times.

On termination of employment, however, an eligible full-time employee shall be paid the pro-rata vacation earned but unused by him.

13.2: Accumulation. An employee shall not be allowed to accumulate any paid vacation time in excess of forty-two (42) hours over the maximum amount of vacation time that the employee could earn in a current year (based on the employee's anniversary date of last employment). For purposes of this paragraph, the maximum amount of vacation time which an employee could earn assumes that the employee would have 2184 or 2080 paid hours of work during the measuring year. Paid hours of work in excess of an employee's maximum paid vacation accumulation shall not result in any additional paid vacation time.

13.3: Vacation Scheduling. The City shall establish a schedule of available vacation times for GROUP A employees and a separate schedule of available vacation times for GROUP B employees. Each such schedule shall indicate how many employees may be absent for vacation, and both schedules shall be posted each year by January 10th. Employees shall have an opportunity to indicate their vacation time preference on the appropriate schedules on the basis of their seniority within each team, with the most senior employee within each team entitled to choose his vacation time first and the remaining employees within the team entitled to choose their vacation times in order of their respective seniority. Each employee shall have one week (7 calendar days) within which to choose his vacation time. In the event any employee fails to indicate his vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.

- A. Group A. If at least two (2) weeks notice is provided by the requesting employee, the City shall permit a minimum of two (2) bargaining unit employees assigned to each of the twelve (12) hour shift teams, off on vacation per week. This minimum does not include Group A employees whose regular assignments are other than those of road patrol and fire suppression.
- B. Group B. The City shall permit one (1) employee to be off per week.

- C. Notwithstanding the aforementioned provisions, the City shall not be required to allow more than one (1) Group A bargaining unit member to be off on vacation during the week of the Annual Grand Haven Coast Guard Festival.

ARTICLE XIV
HOLIDAYS

14.1: Group A Holidays and Pay. Subject to and in accordance with the provisions of this Article, eligible GROUP A employees shall be entitled to holiday pay for the following days:

New Year's Day	Washington's Birthday
Easter	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

All employees working an eighty-four (84) hour bi-weekly schedule shall be paid one thousand seven hundred fifty (\$1,750) dollars as holiday pay on the first pay day of December. New employees shall have the holiday pay prorated over the holidays occurring after the employees date of employment with the City.

A bargaining unit employee assigned to an investigator position on a temporary basis shall continue to receive holiday pay, work forty (40) hours per week and shall be permitted to take five (5) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

All GROUP A employees shall be entitled to three (3) personal days per year for personal business. The personal leave days are not to be accumulated; must be used within the year they are allocated and cannot be converted to cash if not used during the calendar year.

GROUP A employees working an eighty (80) hour bi-weekly schedule shall in lieu of holiday pay receive the following holidays off with pay:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

In addition, the employee shall be granted four (4) floating holidays. The floating holidays are not to be accumulated; must be used within the year they are allocated and cannot be converted to cash if not used during the calendar year. Prior approval of the use of the floating holiday must be obtained prior to taking the day off.

14.2: Group B Holiday and Pay. Subject to and in accordance with the provisions of this Article, eligible GROUP B employees shall be entitled to holiday pay for the following days:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	Day before Christmas Day
Good Friday (1/2 day)	The ½ day consisting of the last 4 scheduled hours of the day before New Year's Day

GROUP B employees in lieu of holiday pay shall receive the holiday off with pay.

To be eligible for holiday pay the employee must work the full schedule of hours on the last scheduled working day before and the first scheduled working day after any holiday. Paid holidays that fall on Saturday shall be recognized on the Friday preceding the holiday. Paid holidays that fall on Sunday shall be recognized on the Monday succeeding the holiday.

If required to work a holiday in addition to regular holiday pay, the employee will be paid at the rate of 1 ½ the regular hourly rate for hours worked.

GROUP B employees shall be entitled to two (2) days per year for Personal business. The personal leave days are not be accumulated; must be used within the year they are allocated and cannot be converted to cash if not used during the calendar year.

14.3: Active Employment. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding ninety (90) calendar days, or while he is laid off. It is understood that holiday pay shall not be denied an employee for any holiday falling within the first ninety (90) calendar days of an occupational disability.

ARTICLE XV
INSURANCE

15.1: Hospital-Medical Insurance. Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.

City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

Eligible employees who participate in the employer's health insurance shall be required to contribute the following monthly premium co-pays:

Gold Plan Family \$60	Two person \$45	Single \$20
Silver Plan \$10		
Priority health \$10		

The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law.

15.2: Long Term Disability. The City shall provide a long term disability policy equal to that of current non-union employees. Cost of the policy shall be paid for by the City.

15.3: Retirees. Regular full-time employees who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan (MERS) or retire under the disability retirement provisions of the City's retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

- A. Such participation shall cease upon the happening following event:

1. the retiree and spouse (the spouse identified by retiree to the City in writing at time of retirement) attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source;
- B. Upon becoming eligible for medical coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.
- C. The cost of such group hospital-medical insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee, and dental insurance shall be eighty (80%) percent by the City and twenty (20%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

15.4: Post-65 Retirees. If a retired employee remained in the City's group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

15.5: Life Insurance.

- A. (GROUP A Employees): Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of twenty-four thousand (\$24,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.
- B. (GROUP B Employees): Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of ten thousand (\$10,000) dollars per employee. The entire cost of such employee coverage shall in such case be paid by the City.

Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

15.6: Dental Insurance.

- A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with and \$800.00 maximum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a \$1,200.00 maximum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).
- B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee's share of the premiums shall be paid by payroll deduction. If, however, an employee's check is insufficient to cover the employee's portion of the cost, the employee shall promptly and timely deposit with the City's Treasurer (or his designee) such additional monies as are necessary to cover the employee's portion of the cost; and failure of the employee to do so shall terminate the City's obligation to pay its share of the premiums for such employee and his

eligible family dependents. The City's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City's obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment.

15.7: Change of Carriers. The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, and the group dental insurance program, to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.

15.8: Insurance Continuation: In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City's group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City's group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any successor statute, to the extent Public Law 99-272 or nay successor statute is applicable to the City.

15.9: Employee's electing to waive the employer's health insurance coverage shall be given the following amounts either, at the employee's option, into a 457 deferred compensation plan or cash:

Eligible for family coverage elected no coverage	\$1,000
Eligible for family coverage elected single coverage	\$500
Eligible for two person coverage elected no coverage	\$700
Eligible for two person coverage elected single coverage	\$500

If an employee did not complete a full year of service the amount would be prorated. An employee who terminates during the probationary period would not be receive this benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

ARTICLE XVI
PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all GROUP A employees:

- A. Benefit Description:
 - Benefit B-3
 - Benefit F50 (With 25 Years of Service)
 - 10 Year Vesting
 - Benefit FAC-3 (3 year Final Average Compensation)
 - Benefit E-1 (Annual Increases for Past Retirees)
 - Benefit E-2 (Annual Increases for Future Retirees)
- B. For GROUP A employees, the employee contribution to the retirement system of two (2%) percent shall be deducted from his compensation paid to him by the City.

16.2: Effective July 1, 1996, employees who have cross-trained as Public Safety Officers shall receive non-standard benefit 2.75 pension multiplier.

16.3: Effective July 1, 1996, employees who do not elect to cross-train as a Public Safety Officer shall be eligible for benefit B-4 (2.50 multiplier).

16.4: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all GROUP B employees:

- A. Benefit Description:
 - Benefit C-2, B-1 base
 - Benefit F55 (With 30 Years of Service)
 - 10 Year Vesting
 - Benefit FAC-3 (3 Year Final Average Compensation)
 - Benefit E-1 (Annual Increases for Past Retirees)
 - Benefit E-2 (Annual Increases for Future Retirees)
 - Effective 6/30/02, the B-2 multiplier shall be provided.
- B. For GROUP B employees, the employee contribution to the retirement system of two (2%) percent shall be deducted from his compensation paid to him by the City.

16.5: Effective June 30, 2002, the RS-50 option shall be provided to members of the bargaining unit at no cost.

ARTICLE XVII
UNIFORMS

17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix I.

17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Deputy Director of Public Safety or his designee for inspection.

17.3: All Public Safety Officer/Investigators (excluding WEMET officers) shall be reimbursed up to \$800 per year for clothing necessary to perform their duties. Officers assigned to WEMET shall receive \$500 per year. Temporary Investigators whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.

17.4: Cleaning Allowance. The City shall provide a cleaning service for GROUP A employees (except full-time investigators) of an amount up to \$450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators and officers assigned to WEMET of an amount up to \$250 per year for cleaning of their clothing used in the performance of their duties.

ARTICLE XVIII
SALARIES AND OTHER COMPENSATION MATTERS

18.1: Salary Schedule. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

18.2: Merit Achievement Pay. All GROUP A and GROUP B employees shall receive such additional compensation for which they qualify as follows:

- A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL PAYMENTS</u>
After 3 years of service	\$100.00 per year
After 5 years of service	\$200.00 per year
After 10 years of service	\$400.00 per year
After 15 years of service	\$600.00 per year
After 20 years of service	\$800.00 per year

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

B. Qualifications. As appears below, Paragraph 1, 2 and 3 apply to GROUP A employees; and Paragraph 1, 2 and 4 apply to GROUP B employees.

1. Three (3) Years of Public Safety Service. (Applicable to both GROUP A and GROUP B employees). An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.

2. Performance Evaluation. (Applicable to both GROUP A and GROUP B employees). To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4 month rating periods), on his or her performance rating.

3. Physical Condition. (Applicable to GROUP A employees only). An officer must keep him/herself in good physical condition.

a. An officer may qualify by successfully completing one (1) of the following four (4) alternatives:

(1) Attending and successfully completing the Cardio-Vascular Fitness Program, at the Tri-Cities YMCA, during the semi-annual payment period and prior to said payment period. The cost of the Cardio-Vascular Fitness Program, for those officers electing this alternative, will be paid by the City. - OR -

(2) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety

Physical Fitness Program, attached as appendix "D". - OR -

- (3) Participate in the one hundred (100) miles in one hundred days walking program. - OR -
 - (4) Participate in a pre-approved self disciplined wellness program.
- b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.
- c. An officer not meeting this requirement will forfeit one-half (1/2) of the semi-annual Merit Achievement payment for that six (6) month period.
4. Annual Written Examination. (Applicable to GROUP B employees only). GROUP B employees must take and pass, with an aggregate score of at least seventy-five (75%) percent, an annual job related examination to be given in November of each year.
- a. A GROUP B employee who passes the annual written examination in November will qualify for the semi-annual payments to be made in the next following December and June.
 - b. A GROUP B employee failing the November examination will forfeit one-half (1/2) of his Merit Achievement payment for that six (6) month period. Such employee may retake this examination in the month of May, prior to the next semi-annual Merit Achievement Payment. If the employee passes the examination in May, he will qualify for the semi-annual payment to be made in the next following June. If the employee fails

this examination, he will again lose one-half (1/2) of the semi-annual Merit Achievement payment for that six (6) month period.

18.3: Hours of Work.

- A. GROUP A Employees. The normal bi-weekly pay period consist of an average of eighty-four (84) hours. It is understood that officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.
- B. GROUP B Employees. The normal bi-weekly pay period hall consist of an average of eighty (80) hours. The regular hours of work are 8:00 a.m. to 5:00 p.m.

18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, vacation, sick leave, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:

- A. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney - two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.
- B. Court Appearances - two and one-half (2-1/2) hours minimum at time and one-half (1-1/2) the prevailing hourly rate or time and one-half (1-1/2) or the actual time spent, whichever is greater. All witness fees shall be returned to the City.
- C. Call Back - When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.

18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4

may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:

- A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.
- B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty (80) hours. (Employees may not log or accumulate compensatory time off beyond the maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).
- C. Compensatory time off may only be taken at times which are approved, in advance, by the City.

18.6: Dog Handler. Employee(s) performing the function of dog handler (K-9) shall receive for each scheduled work day, either one (1) hours pay or be released one (1) hour early from their scheduled shift, at the employers option.

ARTICLE XIX
NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1: Severability.

- A. If any Article, Section, paragraph or clause of his Agreement, or any riders thereto, shall be held

invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.

20.2: Bulletin Board. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.

20.3: Shift Schedules. Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. Non-probationary employees shall be permitted to select the shift of their choice by Departmental seniority.

The City shall be permitted to change an employee's shift bid for the purpose of attending training or to cover for other employees while attending required training, provided the City:

- A. First attempt to solicit volunteers who are willing to have their schedule altered to cover the training vacancies.
- B. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.
- C. When a change is made pursuant to B above, the least senior employee(s) on the effected shift(s) shall be changed.

20.4: Residency. All employees included in the POAM's bargaining unit and hired on or after July 1, 1987 shall reside within an area bound by Sternberg Road on the North, 120th Avenue on the East, Fillmore Street on the South, and Lake Michigan on the West. The Union and employer agree to abide by the terms of the residency limitations which has been enacted into law by the State of Michigan. If the law becomes invalid, the previous residency shall be followed.

20.5: Physical. All regular, full-time employees in the Union's bargaining unit shall be provided with a complete physical by the City at its own expense on a biannual basis. At the City's discretion, the physical may include heart and lung examinations, general physical fitness determination, blood work designed to detect potential infectious diseases, and such other aspects as the City deems necessary or advisable. The physical results shall be used by the City to determine if the employees meet minimum physical qualifications which are condition of continued employment. Provided, however, that if an employee fails to meet the minimum physical qualifications, he may secure a second physical from a physician of the effected employee's choosing. The cost of the second physical shall be the responsibility of the effected employee. If the second physical examination differs from the first, the City's physician and the employee's physician shall select a third physician to perform a third examination. The cost of the third examination shall be borne equally between the effected employee and the City. The results of this examination shall be final.

20.6: No Smoking Policy. All regular, full-time employees in the Union's bargaining unit, who are hired on or after July 1, 1990, are prohibited from smoking tobacco products on duty as a condition of continued employment. Such employees must sign a written statement affirming their intent to comply with this prohibition.

The City and the Union hereby agree that for the health and comfort of all employees and visitors, smoking shall be prohibited in all City of Grand Haven-owned buildings. Employees and visitors are permitted to smoke only in the designated smoking area outside of each building. Any employee violating this policy will be subject to discipline, up to, and including, discharge.

20.7: Educational Reimbursement. In accordance with the current city policy, bargaining unit members shall be reimbursed up to a maximum of two hundred fifty (\$250) per year.

20.8: Group A employees hired prior to July 1, 1992 have the strictly voluntary choice to either cross-train or not to cross-train. No bargaining unit member shall be discriminated against and shall suffer no loss of pay, benefits or contractual rights for exercising his/her choice.

20.9: During the life of the contract, the City agrees not to lay off any Group A bargaining unit members who were hired on or before 12/2/91.

20.10: All Group A employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters.

20.11: Employees whose shifts include the hours during spring daylight savings time change shall be required to submit one (1) hour of accrued leave time (excluding sick) deduction from their accrued time banks.

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.

20.12: Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

20.13: The Union and employer agree to adhere to the "Drug Free Workplace Policy" which is attached and part of this collective bargaining agreement as Appendix B.

ARTICLE XXI SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules, and use all safeguards and safety equipment and make safety a part of their job.

ARTICLE XXII SPECIAL CONFERENCES

22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local

President and the Employer's designated representatives upon the request of either party. The Union Business Agent may attend the conference.

22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

ARTICLE XXIII
UNPAID FAMILY AND MEDICAL LEAVE

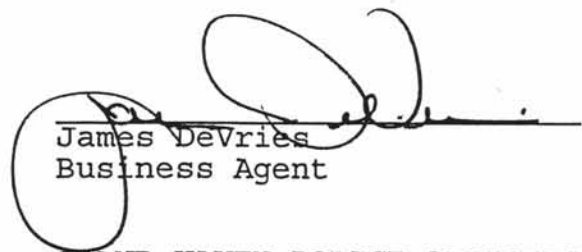
23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.

ARTICLE XXIV
DURATION OF AGREEMENT

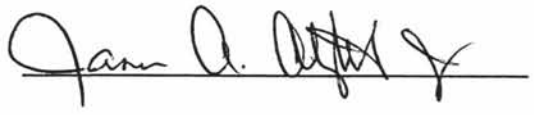
This Agreement shall become effective on the 1st day of July, 1999 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2002, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly-authorize representatives.

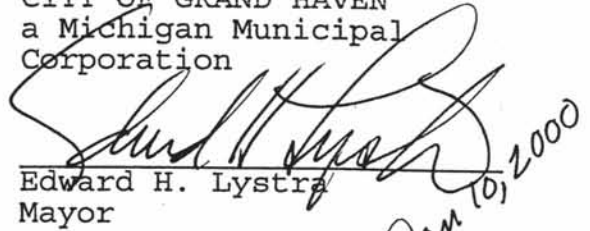
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


James DeVries
Business Agent

GRAND HAVEN POLICE OFFICERS
ASSOCIATION

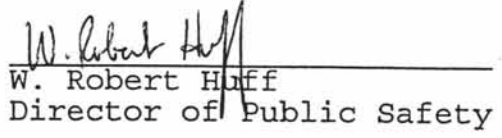

James A. DeVries

CITY OF GRAND HAVEN
a Michigan Municipal
Corporation


Edward H. Lystra
Mayor

Jan 10, 2000


Sandra Huff
Clerk


W. Robert Huff
Director of Public Safety

APPENDIX A

7/1/99 - 6/30/00

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
PSO III/ Invest	33,363	35,510	37,660	39,805	41,953	44,100	46,246
PSO III	32,709	34,814	36,920	39,026	41,131	43,237	45,340
PSO II	31,153	33,156	35,163	37,167	39,172	41,178	43,181
PSO I	27,752	22,907	30,114	32,486	34,899		
Records Clerk	20,256	21,471	22,685	23,902	25,115	26,388	27,547

7/1/00 - 6/30/01

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
PSO III/ Invest	34,197	36,398	38,601	40,800	43,002	45,202	47,402
PSO III	33,526	35,684	37,843	40,001	42,159	44,318	46,473
PSO II	31,931	33,984	36,042	38,096	40,151	42,208	44,241
PSO I	22,446	29,630	30,868	33,298	35,771		
Records Clerk	20,762	22,068	23,252	24,800	25,743	27,047	28,236

7/1/01 - 6/30/02

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
PSO III/ Invest	35,104	37,363	39,624	41,881	44,142	46,400	48,658
PSO III	34,415	36,630	38,846	41,061	43,277	45,493	47,705
PSO II	32,777	34,885	36,997	39,106	41,215	43,326	45,434
PSO I	29,200	30,415	31,639	34,180	36,719		
Records Clerk	21,312	22,591	23,868	25,149	26,425	27,764	28,984

Pension benefits were improved July 1996. Employees received a 1% pay increase in 1996/1997 and 2% in 1997/1998 to offset the City's cost of this increased benefit.

APPENDIX D
LEVELS OF PHYSICAL FITNESS

PROFICIENCY LEVEL	EXERCISES				
	PULLUPS	PUSHUPS	SITUPS	ONE MILE RUN	SIT & REACH
I. BRONZE	5	15/60 Sec.	30/90 Sec.	Less than 9 min.	Seated and stretch to within six (6) inches of the heels
II. SILVER	8	30/90 Sec.	50/120 Sec.	Less than 9 min.	
III. GOLD	10	50/120 Sec.	70/150 Sec.	Less than 7 min.	

A. TIME AND SEQUENCE FOR THE PHYSICAL FITNESS TESTING

1. There will be no sequence for performance of the exercises, except that the one (1) mile run will be scheduled last.
 - a. The participant may start with any exercise he feels comfortable with.
2. The participant has two (2) hours in which to complete the Physical Fitness testing. Within this two (2) hour period:
 - a. A participant may take as much time as he feels comfortable with between exercises; and
 - b. A participant may make as many attempts as may be necessary for reaching the highest level of proficiency in any exercise.

B. EXERCISE REQUIREMENTS

1. PULLUPS - Participant starts from hanging position, arms straight with feet off the ground. Overhand or underhand grip on the bar may be used.

On command, participant pulls body straight up until chin is above bar, then lowers body until arms are straight, and repeats.

2. PUSHUPS - Participant starts by lying on stomach, hands flat on the floor and positioned beneath the shoulders.

On command, push entire body, except feet, off the floor until arms are straight; lower body until chin touches floor and repeat.

3. SITUPS - Participant starts by lying on back with knees bent and hands clasped behind head.

On command, raise head and trunk to the upright position with elbows touching knees; return to starting position and repeat.

4. MILE RUN - Participants to run on a measured mile course, or on a one-quarter (1/4) mile track as may be designated.

5. SIT & REACH - Participant starts by sitting on the floor with legs extended, heels about eight (8) inches apart touching the line.

On command, participants slowly reaches forward, with both hands, as far as possible over the toes. Hold the position momentarily.

The best of three (3) trials will be considered the flexibility score.

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

PRELIMINARY APPROVAL FORM FOR A
SELF-DISCIPLINED WELLNESS PROGRAM
REQUEST FORM

To: W. Robert Huff
Director of Public Safety

FROM _____ DATE _____

This is a request for preliminary approval of a plan to meet the employee's participation requirement for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is not a request for approval of the completion of the employee's plan or participation.

DESCRIBE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING APPROVAL, INCLUDE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO ADMINISTERS THE PROGRAM. (Attach additional sheets if necessary).

PLEASE DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS PROPOSED PROGRAM: _____

Employee Signature

- () Plan will not be recommended.
- () Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation.
- () Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.

Dated: _____

Director of Public Safety

Documentation Due Date: _____

100 MILES IN 100 DAYS

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June
Session II: July - October

WALKING PROGRAM GUIDELINES

1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.
2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Deputy Director of Public Safety.
3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.
4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.
5. You must walk a minimum of one (1) mile each time you walk.
6. All miles walked must be recorded on your "Mileage Card". Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.
7. Jogging only may be substituted for walking.
8. "Mileage Cards" and maps of the designated routes are available from the Deputy Director of Public Safety. Also, you may supply a verifiable route of your own. The completed "Mileage Cards" must be turned into the Deputy Director of Public Safety on a weekly basis.
9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name:

Week Beginning:

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date

Miles

Partner's
Initials

Total Miles
This Week

Deputy Director

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name:

Week Beginning:

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date

Miles

Partner's
Initials

Total Miles
This Week

Deputy Director

APPENDIX F

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Grand Haven)

VOLUNTARY CHECK-OFF AUTHORIZATION

Please Print:

NAME _____
 First Middle Initial Last

ADDRESS _____
 Number Street City Zip Code

SOCIAL SECURITY NO. _____

DATE EMPLOYED WITH CITY _____

I, the undersigned, an employee of the City of Grand Haven in the bargaining unit represented by the Police Officers Association of Michigan, hereby authorize the City of Grand Haven to deduct from my wages and to pay to the Police Officers Association of Michigan, or its authorized representatives, either the monthly membership dues of the Association or in lieu thereof a service fee equivalent thereto.

This authorization shall remain in effect unless and until revoked by me in accordance with the provisions of the Collective Bargaining Agreement between the City and the Police Officers Association of Michigan.

Dated: _____

Signature

APPENDIX I
UNIFORMS

PSO I

2 Caps
1 Cap badge
1 Uniform badge
1 Coverall
1 Winter jacket
1 Summer jacket
2 Ties
5 Uniform pants
5 Winter uniform shirts
5 Summer uniform shirts
1 Pair footwear (shoes or boots)

PSO II and PSO III

1 Helmet
1 Uniform hat
1 Fur cap
3 Ties
5 Long-sleeved shirts
5 Short-sleeved shirts
1 Raincoat with cap protector
1 Fatigue uniform or coverall
1 Summer jacket
1 Winter jacket
5 Uniform pants
1 Sam Browne belt
1 Magazine pouch
1 Nightstick
1 Nightstick holder
1 Mace holder and mace
1 Wallet badge
1 Wallet badge case
1 Pair handcuffs
1 Handcuff case
1 Hat badge
1 Uniform badge
1 whistle
1 whistle chain
1 Holster for weapon
1 Flashlight
1 Pair collar insignia
1 Ticket book holder
2 Belt loop holders
1 Report holder
1 Brief case
2 Name badges
1 Pair gloves
1 Pair footwear (shoes or boots)

In the event a PSO II or PSO III who is on duty in a civilian clothing capacity has his personal clothing damaged or destroyed in the course of such duty through no fault of his own, then and in such event the City shall reimburse the officer for the REASONABLE costs of repairing or replacing said damaged or destroyed clothing, as required.

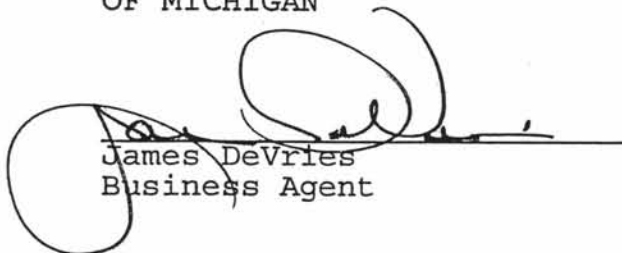
The City shall make available bullet-proof vests for both PSO II and PSO III. An employee requesting a vest shall be subject to the requirements of the departmental policy on wearing the vest.

The above uniform requirements are subject to change based on a review by the Uniform Committee and the Director of Public Safety. The Uniform Committee shall be composed of PSO I, PSO II and PSO III employees.

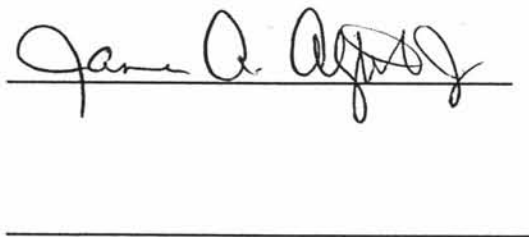
LETTER OF UNDERSTANDING
BETWEEN
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
AND
THE CITY OF GRAND HAVEN

Any bargaining unit member eligible to retire under the provisions of MERS and who does retire between the period of January 1, 2000 and January 31, 2000, shall be provided the RS-50 at no cost.

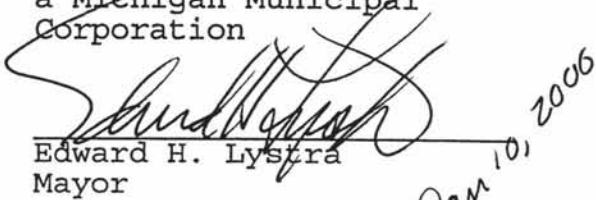
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


James DeVries
Business Agent

GRAND HAVEN POLICE OFFICERS
ASSOCIATION


James A. Agostini

CITY OF GRAND HAVEN
a Michigan Municipal
Corporation


Edward H. Lysra
Mayor


Sandra Huff
Clerk


W. Robert Huff
Director of Public Safety

Jan 10, 2006

APPENDIX B

GRAND HAVEN

DRUG FREE WORKPLACE POLICY

The City of Grand Haven is committed to providing a safe work environment and to promoting and protecting health, safety and well-being of our employees. This commitment is jeopardized when any City of Grand Haven employee engages in the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances or abuses prescription drugs or alcohol. Substance abuse is a significant public health problem which has a detrimental effect on the business community in terms of productivity, absenteeism, accident, medical costs, theft and workers' compensation costs. Therefore, the City of Grand Haven has established the following policy:

1. The City of Grand Haven will institute language in all job postings signifying it is a Drug Free Workplace.
2. It is a violation of City policy for any employee to use, possess (except when required as part of their normal duties or responsibilities as a public safety officer), sell, convey, distribute or manufacture illegal drugs, intoxicants or controlled substances or attempt to do the same.
3. It is a violation of City policy for any employee to or be under the influence of alcohol at any time while on or using City property, conducting City business or otherwise representing the City.
4. It is a violation of the City policy for any employee to use alcohol during normal business hours or while on duty (except when required as part of their normal duties or responsibilities [such as an undercover Public Safety Officer]) and approved by the Department Director.
5. It is a violation of City policy for any employee to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
6. Violations of this policy are subject to disciplinary action up to and including termination of employment.
7. This policy will be given to all probationary employees.

EMPLOYEE ASSISTANCE PROGRAM

The City of Grand Haven recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The City of Grand Haven offers an employee assistance program (EAP) benefit for employees and their families. The EAP provides confidential assessment, referral and short-term counseling for employees and their families who need or request these services. If the EAP determines a referral to a treatment provider is necessary, the cost may be covered by the employee's medical insurance, but the employee is responsible for the costs of these services.

DRUG AND ALCOHOL TESTING

The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug and alcohol abuse problems. The City of Grand Haven is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health and well-being of its employees.

1. The City of Grand Haven will use the model collection and drug testing standards, issued by the Department of Health and Human Services for federal government employees.
2. Alcohol testing will be conducted using breath-testing instruments and approved procedures.
3. The following employee protections will be incorporated to ensure the accuracy and integrity of the testing program:
 - ◆ Only a Substance Abuse and Mental health Administration will be used.
 - ◆ A strict chain-of-custody procedure will be used to ensure the integrity of each urine specimen.
 - ◆ The process will ensure individual privacy during the collection process and the confidentiality of test results.
 - ◆ All "positive" drug screens will be confirmed by a second test using a different chemical process, and only those samples which test positive on both the

screen and the confirmation test will be considered a "positive".

- ◆ All confirmed "positive" test results will receive a professional medical review, which includes the opportunity for employees to explain the result.
- ◆ Employees who test "positive" for the first time for drugs and alcohol will be offered the opportunity for treatment, except where independent grounds for termination of employment exists.
- ◆ The refusal by an employee to take a drug or alcohol test is considered equivalent to a verified "positive" drug test and therefore subjects the employee to the same adverse employment actions up to and including termination of employment.

4. Reason for testing:

- ◆ Pre-Employment/Probationary Employees. Testing is to be conducted anytime and potentially multiple times, prior to beginning employment and through the probationary period. At a minimum, testing will occur as part of the pre-employment physical and one time during the probationary period. Such testing will be scheduled by the Assistant City Manager or designee.

Post Accident: When an employee is involved in a motor vehicle accident as the driver where the accident must be reported (whether on public or private property) pursuant to MSA #R28.1406, section 5.6 of the Uniform Traffic Code, the City may require that employee to submit to a drug test. When an employee is involved in a motor vehicle accident and the employer has "reasonable suspicion" that the employee may be under the influence of drugs or alcohol, the employer may require the employee to submit to a drug test.

Follow-up. Testing of employees who have violated the City's substance abuse policy, but were given the opportunity to keep their jobs conditioned on successful rehabilitation and no further "positive" results.

Reasonable Suspicion. Testing that is conducted when there is information about an employee's appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

5. Test Levels.

- ◆ Controlled Substances. An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CAR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II. These scheduled are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§801 et seq. of Title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
- ◆ Alcohol Use. An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidentiary blood test, administered by an approved medical facility, and at the direction of a representative of the City. To be considered a confirming evidential test, a breath alcohol technician must have first administered a breath test within the 20 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.
- ◆ Other Alcohol Use. An employee submitting to a preliminary breath alcohol screening test with a result of .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their position for a period of not less than 24 hours or until the next regularly scheduled work day, without pay.
- ◆ Controlled Substance Levels. We will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CAR Parts 40, 382 and, where appropriate, Part 391. We are requiring testing for the five substances listed of which we consider unacceptable in our business environment.

Substance	Screening Level	Confirmatory Level	Signs and Symptoms
Amphetamines incl. Benzedrine, biphetamines, dexedrine, synatan, appetol, methedrine and desoxyn	1000 NG/ml	Amphetamine 500 NG/ml Methamphetamine 500 NG/ml	<ul style="list-style-type: none"> • Hyperactivity • Feelings of strength • Loss of appetite • Irritability • Dilated pupils • Dizziness • Distorted thinking
Cocaine incl. Coke, free base and crack	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> • Momentary feelings of confidence, strength and endurance • "Rush" of short-term pleasurable sensations • Impaired driving ability and reactions • Uncommon excitability or anxiety • Dilated pupils and difficulty in focusing • Paranoia
Marijuana inlc. Pot, smoke, hash, hashish oil and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> • Changes in sensory perception • Impaired driving ability for 4-6 hours after one joint • Restlessness followed by a dreamlike state of relaxation • Dulling of attention

<p>Opiates incl. Morphine, codeine, heroin, methadone, meperidine, demerol, darvon, daarvocet, tylenol 3 or 4, dilaudid, percocet and percocet</p>	<p>300 NG/ml</p>	<p>25 NG/ml if immunoassay for free-morphine 300 NG/ml Morphine 300 NG/ml Codeine</p>	<ul style="list-style-type: none"> • Constricted pupils • Drooping eyelids • Low raspy speech • Poor Coordination • Depressed reflexes • Impaired driving ability • euphoria (short-lived) • High pain threshold
<p>Phencyclidine a.k.a. Angel dust, rocket fuel, Krystal joints, super kools, sherms, mint weed, cluster</p>	<p>25 NG/ml</p>	<p>Metablite 25 NG/ml</p>	<ul style="list-style-type: none"> • Impaired driving ability • Extreme agitation • Hallucinations • Schizophrenia • Enhanced strength

◆ Test Use. Any urine specimens collected may only be used to test for controlled substances designated or approved for testing. The accompanying Chain of Custody will reflect the nature of the test required.

- Split Samples. The specimen collected must consist of not less than 45 milliliters of urine, 30 of which we pour into a container for initial testing. We will then put the remainder into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
- The split sample confirms contested test results if the primary sample shows a positive test result.
- Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific test to determine, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of test to determine the specific gravity or to measure the creatine present in the sample.

◆ Alcoholic Beverages and Use. The use of alcoholic beverages by employees affect safe and efficient operations. No employee will use or possess alcoholic beverages during work hours. No employee will report to work while under the influence of alcoholic beverages,

displaying the effects of having used alcohol, or within four (4) hours of having used alcohol. This section may be modified by specific Departmental policies.

- An odor of alcohol on any employee's breath is reason enough for the City to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their position.
- If an employee exhibits any symptoms of alcohol use, they will be required to submit to a preliminary breath test (PBT), followed by an evidential breath test (EBT) to measure the extent and level of alcohol within an employee's system. The results of these tests shall be received by the Assistant City Manager and the Department Director.
- If an employee on the two tests has an alcohol level of .04 percent or greater, it will be considered a positive test.
- Refusals to submit to a required (PBT) followed by an (EBT) or any other MDOT-approved test to measure the extent and level of alcohol within a worker's body will be considered to have a positive alcohol test level greater than .04 percent.
- Assessment refusals by an employee testing above .04 percent Breath Alcohol level (BAL) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from further performing any function until he or she submits to an assessment.
- Any employee referred to a substance abuse professional and/or employee assistance program who fails to follow any of the following requirements will be suspended from the performance of any functions as per the personnel policy. These requirements are as follows:
 - Keep the appointment.
 - Complete the prescribed treatment or rehabilitation plan.
 - Authorize the disclosure of progress reports to the City.

