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6/30/99

**AGREEMENT**

between the

**City of Holland**

and

**Police Officer's Labor Council of Michigan**

**Holland Police Officers Association**

**07/01/96 - 06/30/99**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Holland, City of*

INDEX

Article	I	Recognition	Page 1
Article	II	Union Security	Page 2
Article	III	Employer Rights	Page 6
Article	IV	Union Rights	Page 9
Article	V	Union Representatives	Page 11
Article	VI	Grievance Procedure	Page 14
Article	VII	Discipline & Discharge	Page 20
Article	VIII	Working Hours	Page 23
Sec 4		Overtime	24
Sec 8		Compensatory Time	26
Sec 9		Court Service	27
Article	IX	Stoppages of Work	Page 28
Article	X	Special Meetings	Page 29
Article	XI	Group Insurance	Page 30
Sec 9		Pension	37
Sec 12		Dental	38
Article	XII	Vacation Leave	Page 38
Article	XIII	General Emergency Leave	Page 44
Article	XIV	Sick Leave Procedure	Page 45
Sec 5		Bereavement	53
Article	XV	Family Medical Leave Act	Page 54
Article	XVI	Holidays	Page 59
Article	XVII	Personal Leave	Page 61
Article	XVIII	Jury Duty	Page 62
Article	XIX	Military Leave	Page 62
Article	XX	Seniority	Page 63
Article	XXI	Placement & Promotions	Page 67
Article	XXII	Layoff & Recall	Page 69
Article	XXIII	Tuition Reimbursement	Page 72
Article	XXIV	Uniforms, Safety, Equipment	Page 77

AGREEMENT

This Agreement is made and entered into this 1st day of July, 1996 by and between the City of Holland, Michigan, hereinafter referred to as the "Employer", and the Police Officers Labor Council of Michigan, Holland Police Officers Association, hereinafter referred to as the "Union."

WITNESSETH:

In consideration of the premises and mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PREAMBLE

WHEREAS, it is the desire of the parties to this Agreement to continue to work together harmoniously and to maintain and promote relations between the Employer and the Union which will serve the best interests and welfare of the citizens of the City of Holland, now therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

Section 1. Recognition. The Employer recognizes the Police Officers Labor Council of Michigan, Holland Police Officers Division, as the sole and exclusive collective bargaining representative of the regular full-time sworn officers of the Holland Police Department.

exclusive of command personnel, i.e., Lieutenants, Captains and Chief. Such recognition is granted in accord with the provisions of PA 379 of the Public Acts of 1965, as amended, and the rights and responsibilities of the parties shall be subject to the terms, conditions and responsibilities established under these Acts.

## ARTICLE II

### UNION SECURITY

Section 1. Security. Insofar as the laws of the State of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, and all employees who voluntarily become members thereafter, shall be required as condition of continued employment to maintain their membership in the Union to the extent of paying periodic dues uniformly required as a condition of maintaining membership.

Section 2. Dues Checkoff. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues, subject to the following subsections:

a. The Union shall obtain from each of its members, a

completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretation made thereof.

b. All checkoff authorization forms shall be filed with the Employer's Finance Office, which shall return any incomplete or incorrectly completed forms to the Union's Treasurer, and no checkoff shall be made until such deficiency has been corrected. Authorization shall become effective the month following form receipt by the Employer.

c. The Employer shall check off only those obligations which come due at the time of check off, and will make checkoff deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union. Deductions will be made from the payroll ending nearest the mid-month for the then current Union dues and will be remitted to the Union at the time payroll checks for that period are issued.

d. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Treasurer within fifteen (15) working days after the remittance is sent, of its belief, the reasons stated

therefore, that the remittance is not correct.

e. The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which in any way conflicts with the agreed upon provisions of dues checkoff, or with any other organization which in any way conflicts with the provisions hereof.

f. The union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues to be deducted from the wages of employees, in accordance with this Section. Any change in the amounts determined will also be provided to the employer at least thirty (30) days prior to its implementation.

g. The Employer shall not be responsible for collecting Union dues while an employee is on leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

Section 3. Save Harmless. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of his deduction from an employee's pay of Union dues, or in reliance on any list, notice, certification or authorization furnished under this Section. The

Article	XXV	Medical Employment	Page 79
Article	XXVI	Miscellaneous	Page 80
Sec 7		Wage Adjustment	81
Article	XXVII	Alcohol & Drug Abuse Policy	Page 82
Article	XXVIII	Duration	Page 92
		Wage Charts	Page
		Attachments - FMLA Request Form	

Union assumes full responsibility for the disposition of deductions so made once they have been sent to the Union.

Section 4. Checkoff Form. The Union shall exclusively used the following checkoff authorization form:

CHECKOFF AUTHORIZATION

Police Officers Labor Council of Michigan  
Holland Police Officers Association  
Holland, Michigan

I hereby request and authorize the City of Holland to deduct from wages hereinafter earned by me while in the City's employ, any Union dues of \$\_\_\_\_\_ per month, deductible from that payroll ending nearest the middle of the month. The amount deducted shall be paid to the Treasurer of the Holland Police Officers Association.

This authorization shall remain in effect until, by written notice to the City of Holland, I request it s revocation.

\_\_\_\_\_  
Last Name                                      First Name                                      Middle Initial

Date deduction is to start:

\_\_\_\_\_  
Month                                      Year                                      Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number                                      City                                      State



ARTICLE III

EMPLOYER RIGHTS

Section 1. Employer Rights. The City on its own behalf and on the behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as specifically relinquished herein, are reserved and remain vested in the City, including, but without limiting the generality of the foregoing:

a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools equipment to be used; and the discontinuance of any services, materials, or methods of operations.

b. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

c. To contract or subcontract any work of the units, as determined by the Employer.

d. To determine the number, location and type of facilities and installations.

e. To determine the size of the work force and increase or decrease its size, subject to the provisions of the Agreement.

f. To hire, assign and layoff employees, in accordance with the terms of this Agreement.

g. All reductions in the work week or work day, or a combination thereof, shall be subject to collective bargaining, and subject to the terms of this Agreement, except that the determination of the 5 x 8 and 4 x 10 shift arrangement shall not be subject to the terms of this Section.

h. To permit municipal employees not included in the bargaining unit, temporary hires, qualified police personnel on detail from other jurisdictions, local command personnel and local police reserves, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower or capabilities of the Police Department, or for other special or seasonal purposes.

i. To determine the work force, assign work and determine the number of employees assigned to operations.

j. To assign job duties within the department that are not required to be performed by sworn officers to employees outside the bargaining unit, provided it will not result in layoff of existing bargaining unit personnel.

k. To establish, change, combine or discontinue job classifications, prescribe and assign job duties, content and classifications; except that the establishment of wage rates for new union jobs or their changed classifications shall be the subject of collective bargaining.

l. To determine lunch, rest periods, cleanup times and starting and quitting times, subject to the conditions of this Agreement.

m. To establish reasonable work schedules, subject to the conditions of this Agreement.

n. To adopt, revise and enforce reasonable working rules and regulations relating to personnel policies, procedures and working conditions, consistent with the expressed terms of this Agreement.

o. To transfer within the department, promote and demote employees from one classification, division, unit or shift to another, subject to the terms of this Agreement.

p. To discharge and discipline employees for just

cause.

Section 2. The Union reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the City may reasonably and sensibly be claimed to be contrary to a specific limitation, set forth in this Agreement, of such rights of the City.

#### ARTICLE IV

##### UNION RIGHTS

Section 1. Union Rights While On Duty. An employee of the bargaining unit may discuss Union business while on duty as long as it does not interfere with the duties of other officers, as determined by the Police Chief or other command officers.

Section 2. Bulletin Board. The Employer will provide space on one bulletin board within the Police Department building to be used by the Union in posting notices of interest to its members, notices of Union activities, meetings, etc. The Union will not use the bulletin board for postings prejudicial to any personnel of the City family or any unethical, unprofessional or distasteful information.

Section 3. Personnel Files. The Union members' personnel files kept at the Police Department shall be under the control of the

Police Chief and kept in a secure area as determined by the Chief. Personnel files shall be accessible only to authorized City of Holland personnel, and to the extent required by law, to the employee whose file is involved. Any other access shall only be by court order, legal subpoena, or as otherwise required by law.

Section 4. Availability of Files. A member of the Union may view his own police personnel file, except background investigation material, upon written request to the Chief of Police and at a time established by appointment.

Section 5. No Discrimination. The statutes applicable to discrimination because of race, creed, color, national origin, age, sex, marital status or other characteristics shall be adhered to by both parties. Also, the Employer will not discriminate against any employee because of membership in the Union. Whereas, membership in the Union shall not be denied to any member of the bargaining unit, conversely, employees covered by this Agreement do not have to be members of the Union.

Section 6. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position that he is physically and mentally able to perform.

## ARTICLE V

### UNION REPRESENTATIVES

Section 1. Employee Representation. The Employer agrees to recognize five (5) stewards, each of whom shall have one (1) year of seniority, to act as grievance representatives under this Agreement. All employees who are covered by this Agreement may be represented for the purpose of the grievance procedure by one of these stewards; and for the purpose of bargaining, they shall be represented by a bargaining committee. The bargaining committee shall comprise not more than four (4) employees of the unit, plus two (2) business representatives who may or may not be a member of the unit.

Section 2. Time and Pay for Bargaining. Bargaining sessions between the duly appointed bargaining representatives of the Union and the Employer will be outside of working hours where possible at a time established by common consent without reimbursement to the representatives. In the event bargaining sessions regarding the terms and conditions of an agreement are scheduled by mutual agreement during working hours, the representatives will receive their straight time regular rate of pay for time lost from their regularly scheduled hours because of participation in such meetings, such reimbursement to be limited to actual time lost up to a maximum of three (3) hours for any single meeting, or as mutually agreed upon.

Section 3. Reporting Representatives. The names of the stewards and bargaining committee membership shall be given, in writing, to the City Manager. No stewards or committeemen shall function as such until the Employer has been advised, in writing, by officers of the Union or its business agents. Any changes shall be reported to the City Manager, in writing, as far in advance as possible of any activity in which they are engaged.

Section 4. Steward Duties. The Authority of the stewards shall be limited to and shall not exceed the following duties and activities:

a. When requested by an employee of the bargaining unit, the steward may investigate and present grievances arising under and during the terms of Agreement.

b. The steward may investigate any alleged grievance, as defined in this Agreement, provided the steward secures prior permission from his immediate command officer, who is outside the bargaining unit, to conduct such investigation for a reasonable time, and in such a manner that it does not interfere with the operations of the Police Department. Under these conditions, he may be allowed reasonable time therefore during working hours without loss of time or pay.

c. He may collect dues, initiation fees or other

similar and approved assessments.

d. The stewards shall have no authority to encourage slowdown activities, strike action, or any other action interrupting the Employer's business.

e. The stewards may transmit authorized bargaining unit information which is in writing. If it is verbal, it should be of such a routine nature and delivered in such a manner that it does not cause work slowdowns or stoppage or any interference with the Employer's business.

f. If a steward has a grievance of his own within the terms of this Contract, he may ask another steward to assist him in attempting to adjust such grievance.

Section 5. Self Representation. Notwithstanding the provisions of Section 4, above, any individual employee may at any time present grievances to the Employer on his own behalf and have the grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union representative has been afforded an opportunity to be present at such adjustment.

Section 6. Visitation. Legal counsel for the Union, the District and Area Director for District 5 of the Union, the President of the Police Officer's Labor Council (POL), and the Executive



Director of the Police Officer's Labor Council, shall be permitted to visit the operation of the Employer to talk with the stewards of the Local Union, and/or the executive board of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for a time and place prior to the occurrence of such visits, with no abuse of privilege.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 1. Introduction. There is established for the benefit of the employee and/or his representative, a systematic and orderly method of hearing grievances arising out of the terms of this Agreement. The procedure has, as its objective, the promotion of good employee relations, by providing for an orderly process of appeal.

Section 2. Definition. For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Employer and the employees or the Union, regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

Section 3. Steps. The following procedural steps will be followed by those seeking recourse through the grievance procedure for

alleged violation of the terms of this Agreement:

Step One. An employee experiencing a work problem regarding the Contract shall review the matter orally with his immediate supervisor within seventy-two (72) hours of the time the employee should have reasonably known of the work problem. The supervisor is specifically prohibited from making any disposition of the grievance outside of the terms of this Agreement.

Step Two. If the resulting oral discussion with the supervisor is not satisfactory to the employee or the Union, and if the matter constitutes an alleged grievance as defined in Section 2, above, the Union may appeal by filing a written grievance with the immediate command officer (or, if unavailable with another command officer) within ten (10) working days after the Step One discussion. The grievance shall be filed on a form agreed upon by the parties. The command officer shall confer with the Chief of Police or, in his absence, the Acting Chief of Police. The Chief, or the Chief's designee, will answer the grievance in writing within ten (10) days after receipt of the written grievance.

Step Three. If the union is not satisfied with the response from the Chief of Police, the Union shall have five

(5) working days from the receipt of the Chief's answer, to appeal the grievance in writing, to the City Manager. The City Manager, within ten (10) working days from receipt of the grievance, shall respond to the grievance, in writing.

Step Four. If the Union is not satisfied with the response from the City Manager, the Union shall have twenty (20) working days after receipt of the City Manager's answer to appeal the grievance to arbitration by filing a request for a list of five (5) arbitrators through the Federal Mediation and Conciliation Service (FMCS). A copy of the request shall be given to the Employer. Upon receipt of the list, the Union and the Employer shall alternatively strike names from the list with the right of the first choice being decided by a flip of the coin. After two names have been struck by each party, the one remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the FMCS of the selection. Arbitration shall be in accordance with the rules and procedures established by FMCS.

Section 4. Time Limits. The time limits established in the grievance procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step

in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing, and the period of the extension is specific.

Section 5. Grievance Form. The grievance form attached to this Agreement shall be the form to be used exclusively for the submission of grievances.

Section 6. Definition. As used in this Article, the term "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

Section 7. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while investigating and presenting a grievance, provided, however, the employer reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay and shall not be counted in the computation of overtime hours.

Section 8. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of the Agreement or the written rules and/or regulations of

the employers, and the arbitrator's decision shall be limited to the application or interpretation of the contract and to the specific issue(s) presented, and the arbitrator shall have no authority to determine wage rates on new or changed job classifications. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of these provisions, the arbitrator shall have the power to award to either party the remedy the arbitrator considers appropriate the circumstances. The arbitrator shall render the decision, in writing, as soon after the hearing as possible, and the fees and expenses of the arbitrator and costs of place for such hearing, if any, shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, and the employee(s) involved, the City Council, the Chief of Police, and their designated representatives.

GRIEVANCE FORM

Article VI, Section 3, Step 2

Employee's Name \_\_\_\_\_ Job Title \_\_\_\_\_

Date of Oral Discussion \_\_\_\_\_ Dated Submitted To C.O. \_\_\_\_\_

Provision(s) of Contract Allegedly Violated:

Contract Article Title \_\_\_\_\_, Art. No. \_\_\_\_\_, Sec. No. \_\_\_\_\_

Contract Article Title \_\_\_\_\_, Art. No. \_\_\_\_\_, Sec. No. \_\_\_\_\_

Statement of Facts: \_\_\_\_\_  
\_\_\_\_\_

(Continue on separate sheet, if necessary)

Remedy Desired: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature-Union Rep.

\_\_\_\_\_  
Signature-Aggrieved Employee

Return Date \_\_\_\_\_

\_\_\_\_\_  
Chief of Police (or designee)

Receipt Date \_\_\_\_\_

\_\_\_\_\_  
Union Rep:

Article VI, Section 3, Step 3

Receipt Date \_\_\_\_\_

\_\_\_\_\_  
City Manger (or designee)

Statement of Facts \_\_\_\_\_  
\_\_\_\_\_

(Continue on separate sheet, if necessary)

Remedy Suggested \_\_\_\_\_  
\_\_\_\_\_

Return Date \_\_\_\_\_

\_\_\_\_\_  
City Manager ( or designee)

Receipt Date \_\_\_\_\_

\_\_\_\_\_  
Union Rep.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

Section 1. Face Finding. An officer may be called upon to answer questions about, or give detailed explanation of, any incident, behavior or conduct relating to job or employment with the Holland Police Department and shall provide such answers and explanations as requested. Unless the interview is for the purpose of considering disciplinary action against the officer, the officer shall not be entitled to representation.

Section 2. Disciplinary Action. It is intended that any discipline and the level of discipline will be based on just cause and the department, except for serious offenses, will subscribe to the philosophy of a progressive system of discipline, ranging up to discharge.

Section 3. Disciplinary Hearing. In any disciplinary matter, the employee is entitled, if he requests, to a disciplinary hearing with the Chief of Police. If requested by the employee, a Union representative may be present at the disciplinary hearing. The disciplinary hearing ordinarily will be held no later than three (3) working days after the investigation is completed and all facts of the incident are known to the Chief. The employee will be given no less than 24 hours prior notice of the date and time of the hearing. In

addition, the employee will be advised of the charges or possible charges against the employee. The employee will have the opportunity, at the disciplinary hearing, to respond to such charges before a decision is made concerning disciplinary action. The decision of the Chief as to the disciplinary action to be taken will be rendered promptly after the hearing is conducted. The disciplinary hearing may be waived by the involved officer(s), in which case the decision as to discipline to be administered will be rendered by the Chief of Police promptly after the time which had been scheduled for the disciplinary hearing.

Section 4. Grievance. Upon conclusion of the above procedure, the officer may grieve the action, and the Union, if it accepts the grievance, may initiate the grievance steps beginning with Step Two.

Section 5. Emergency Suspension. In situations where command believes that an officer should be removed from service immediately, command personnel may do so without first calling for a disciplinary hearing. In that event, a Union steward shall be notified by management of such suspension as soon as is practical. Such suspension shall be without pay until such time as an investigation and the disciplinary hearing procedure have been completed, and a final decision has been made by the Chief of Police.



The authority to invoke an emergency suspension also may be exercised by a supervisor below the command level (i.e. below the rank of Lieutenant), but any such suspension will be with pay until the suspension has been approved by a command officer.

Section 6. Minor Violations. A supervisor, upon notification of violations of policies and procedures, may complete a "buck slip" regarding the violations and forward them to the command officer. The employee shall receive a copy of the "buck slip". Whenever three "buck slips" accumulate in a 12 month period, a written reprimand shall be prepared and a copy placed in the employee's personnel file. A copy shall be provided to the employee.

Section 7. Polygraph. No employee will be required to take a polygraph test, and refusal to submit to such a test shall not be used against an officer.

Section 8. Written notice of disciplinary action, including discharge, shall cite the applicable policies, contractual provisions, rules, regulations, laws and/or ordinances which the employee is alleged to have violated.

Section 9. An employee against whom charges have been made by the Employer may be represented by a representative designated by the Union. If either the Union or the Employer intends to be represented by an attorney at any stage of the disciplinary or

grievance procedure. It shall give the other party at least forty-eight (48) hours advance notice.

## ARTICLE VIII

### WORKING HOURS

Section 1. Employer's Determination. Nothing in this Agreement shall be construed to permit the Employer to regularly schedule employees to work less than 80 hours per biweekly pay period. Officers may be required to be on duty either a minimum of eight (8) consecutive hours during each scheduled working day for a total of five (5) days per week or a minimum of ten (10) consecutive hours during each scheduled duty day for a total of four (4) days per week, or 12 hours per day for a total of seven (7) days per pay period except as excused by the command officer in charge. The City reserves the right, as hereinafter stated, to change said schedule. The City may adopt different schedules for different members of the bargaining unit. Work schedules will be reasonable.

Section 2. In the event that a change in work schedules for the entire unit shall be made by the Employer, 60 calendar days notice shall be given to the union in writing of any said change. A unit may be either an entire division of the department or any smaller

units within a division working the same assigned duties. (i.e. Community Policing, Traffic, Street Team, etc.) A work schedule would be defined as the number of hours a unit works per shift and number of days per week or pay period. (i.e. 8 hour, 10 hour, 12 hour work schedule).

Section 3. Lunch Break and Report-In Time.

a. Employees of the Patrol Division, communication specialists and jailer will be authorized a thirty (30) minute paid lunch period to be taken at a convenient time during their tour of duty. Detectives will also receive this thirty (30) minute paid lunch period. Also each employee is entitled to two (2) fifteen (15) minute coffee breaks, one to be taken during the first half of his shift and the second to be taken during the second half of his shift, at time consistent with the good judgment of the officer and as needs of the department permit. Employees will be on call during their lunch and break periods.

All other police employees covered by this Contract shall have a one hour lunch period without pay and shall receive two (2) fifteen minute coffee breaks in the manner prescribed above.

Section 4. Overtime. Overtime shall be paid as follows:

a. Effective on January 1, 1991, overtime shall be paid for hours worked in excess of eighty (80) hours in a fourteen (14) day payroll period.

b. Hours worked, as used above, include paid time actually worked, including court time worked, paid approved vacation time, paid holidays, (for non-shift employees only (i.e., those who are regularly scheduled to work days, Monday through Friday), paid holidays which are observed during the employee's work week (Monday through Friday) approved compensatory time used, approved sick time and approved bereavement time.

Section 5. Call-In Time. For the purposes of this Section, "Call-In-Time" is defined as the call-in of an employee after he is reported off duty and before his next following tour of duty. Call-In Time shall be paid at straight time or, if required as provided in Section 4 at the overtime rate, provided, however, that a minimum payment equal to two (2) hours straight time pay will be guaranteed for each separate call-in; not including recalls for the correction of poorly accomplished work or correction of poorly prepared reports.

Section 6. Standby Pay. Bargaining unit members of the Detective Bureau will be accorded an annual lump sum payment of \$150.00 as standby compensation. Effective 7-1-97, this payment will

be increased to \$200.00. Effective 7-1-98, the standby payment will be increased to \$250. Newly appointed bargaining unit members of the Detective Bureau will receive a lump sum payment prorated according to the number of months served in the Detective Bureau during the initial fiscal year. Other uniformed personnel of the department will receive two (2) hours straight time pay for each 24 hours of standby in which they are placed.

Section 7. Authorization. All overtime, as well as extra hours of duty, call-in time and similar extra duty, must be authorized by a command officer or in his absence by a responsible supervisor and paid for at the applicable rate. No payment for overtime shall be duplicated or pyramided.

Section 8. Compensatory Time. As an alternative to time and one-half pay, members of the bargaining unit are entitled to bank compensatory time on a time and one-half basis for overtime hours, as defined in Section 4, above.

In addition, the practice of including holiday time in the compensatory time bank will be continued.

No member of the department shall accumulate compensatory time on records in excess of eighty (80) hours. Time worked which is not eligible to be banked as compensatory time shall be paid for.

Before an employee takes compensatory time off, the employee must secure advance approval from his supervisor for the requested time off. Compensatory time off will be approved only when the command officer has determined that no replacement will be needed. Any exceptions must be approved in advance by a command officer.

At the time of separation from the department for any reason, if it has not been possible to take off the compensatory time accumulated on the records, payment will be made in straight time cash compensation for this accumulated compensatory time up to eighty (80) hours.

Section 9. Court Service. It is agreed that the following policy will be followed with regard to court service: when an officer is required, because of his law enforcement duties, and upon written notice and/or subpoena, to appear in court on criminal or civil infraction cases at times other than his assigned working hours, he will be paid at his regular straight time hourly rate (or overtime if required as provided in Section 4), provided, however, that the officer will be guaranteed a minimum payment of \$40.00. All hourly pay, straight time and/or overtime, shall be exclusive of lunch recesses and without reimbursement for meal costs. Furthermore, in view of the \$40.00 guarantee, all mileage fees or reimbursement, and all witness or court service fees, shall belong to the City, and shall be promptly signed over to the City, when necessary. Civil court

appearances shall not be reimbursed by the City, except that such appearances which arise out of the performance of official duties shall be reimbursed for more than four (4) hours. Provided that reimbursement for more than four (4) hours will be paid if the subpoenaed officer advises the Chief of the subpoena as soon as it is received, and the Chief has the opportunity to review and approve the court appearance. An on-duty officer shall receive only his regular salary for court appearances. Fees paid shall be in accordance with the Departmental Policy and shall be computed on the basis of actual hours spent and not number of cases or subpoenas. On pretrial hearings, unless expressly authorized by a command officer, only the assigned investigating officer shall attend and shall represent the other involved officers.

## ARTICLE IX

### STOPPAGES OF WORK

Section 1. No Strike - No Lockout. The Employer agrees that there will be no lockout and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted absence from work, cessation or interruption of work, slowdown, or speed up on work activity or production, strike, boycott, picket, or

any type of organized or concerted interference, express or implied, direct or indirect, with the Employer's business or abstinence from full, faithful and proper performance of their responsibilities and duties.

Section 2. Disciplinary Action. The Employer retains the right to take disciplinary action, including discharge, against any employee who may engage in any of the conduct described in the foregoing paragraph.

## ARTICLE X

### SPECIAL MEETINGS

Section 1. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, and it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held



within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at a special meeting, at least one of whom shall be a member of the bargaining committee which negotiated the Agreement.

Section 2. Time and Pay for Special Meetings. Special meetings between the Union representatives and representatives of the Employer will be outside of working hours, where possible, at a time established by common consent, without reimbursement to the employee and/or his representative. The Employer and Union may mutually agree to special meetings to be held during working time. If so, the employees involved will receive their regular straight time rate of pay, but only for time lost from their regularly scheduled hours because of participation in such meetings, such reimbursement to be limited to actual time lost up to a maximum of two (2) hours for any single meeting, or as mutually agreed upon. This time shall not be considered as time worked in the computation of overtime pay.

## ARTICLE XI

### GROUP INSURANCE

Section 1. Health Insurance. The group hospital-medical

insurance plan known as Michigan Blue Cross-Blue Shield Variable Fee Plan (MVF) now in effect providing for ward coverage shall be continued for the life of this Agreement, subject to availability of said plan, with Employer contribution to be the full cost of premiums for the full-time employee's coverage and for those dependents properly enrolled in the plan. Payment for special rider provisions, which are part of the current contract are the responsibility of the employee through authorized payroll deduction.

The terms of the health insurance plan covering hospitalization and doctor charges while hospitalized, as cited above, shall continue as in the past, except that the Master Medical Rider shall be modified to provide for \$100.00 deductible for one person and \$200.00 deductible for 2 persons and a family, and a Prescription Drug Program with \$2.00 co-pay as described in the PDP literature furnished with the plan by the carrier. Effective 1-1-97 the FAE-RC rider will be added to the plan.

In addition to the cost of the premiums for the present health insurance plan, the cost of the revised Master Medical Rider Option 2; and the Prescription Drug Program with \$2.00 co-pay, shall be paid in full by the Employer for the duration of this Agreement.

Section 2. Retiree Insurance Contribution. Consistent with

the rules and regulations of the Michigan Employees' Retirement System and the Michigan Hospital Service, employees who are enrolled in the City's group health insurance and Master Medical Plan shall be allowed to maintain their enrollment in these programs and shall privately pay for the premiums under the City's group rate. Benefits and payment arrangements shall be continued for the beneficiary and/or dependents.

a. In addition, a police officer who retires after January 1, 1986, at age 55 or older, (or who retires after January 1, 1986 on duty-related disability at an earlier age), but who has not yet attained age 65, will be eligible for Employer-paid health insurance, subject to the following:

b. The Employer will pay for single coverage, up to \$90.00 per month, or double (couple) coverage, up to \$200.00 per month. Effective January 1, 1997, the employer reimbursement will increase to \$110.00 per month for single coverage and \$225.00 per month for double (couple) coverage.

c. No payment will be made if the employee is able to obtain no cost coverage through other employment or through a spouse's employment. However, retired employees who are eligible to receive hospital, surgical and medical coverage from another employer-sponsored plan, may request

reimbursement for any premium cost up to a maximum as stated above.

d. The coverage which is provided may be changed if the overall group plan is changed, and retirees will be subject to any such future changes in coverage, subject to negotiations between the Employer and Union.

Section 3. Extended Payment of Blue Cross-Blue Shield

Premium. The employer will continue to pay the premium for employees on non-pay status, i.e., after all sick leave, vacation time, personal leave days, etc., have been used, until the time the Wage Continuation Insurance Plan becomes effective; at which time, the employee may continue coverage by continuing to pay the full premium at the City's group rate. This Section is available to employees at such time as they accumulate a minimum of four years of service.

An employee on leave without pay, not covered by the foregoing paragraph, may keep his hospitalization insurance in force for three (3) months by paying the full group premium himself.

Section 4. Life Insurance, AD&D, S&A. Regular, full-time employees of the bargaining unit are entitled to apply for participation in the City group life insurance, accidental death and dismemberment insurance, and weekly sickness and accident benefit

insurance. These plans shall be continued for the life of the Agreement subject to availability of said plan, with all premiums for such benefits to be paid by the Employer. Also, the benefits as furnished to the employees will be available on a group basis so long as the insurance carrier continues to make the plan available and so long as there are sufficient employees enrolled to meet the minimum size of the group as may be required by the insurance carrier.

Section 5. Each properly enrolled employee has received or will receive a certificate containing a statement as to the insurance protection to which the individual is entitled and to whom it is payable, together with a statement of the conversion privileges of the policy. However, for general information, some of the salient features of the insurance benefit package are listed below:

a. Life Insurance.

- (1) All full-time employees working a minimum of 30 hours will have \$25,000 life insurance coverage.
- (2) Face amount reduces 35% at age 70.
- (3) Face amount reduces 50% at age 75.
- (4) Premium waived if totally and permanently disabled before age 60 if you have not retired.
- (5) Employee may convert to private permanent plan without evidence of insurability if application is made

within 30 days of employment termination.

(6) New employees become eligible for insurance on the first monthly policy renewal date following completion of 3 months employment.

b. Accidental Death and Dismemberment Insurance.

(1) All full-time employees (minimum 30 hours) have \$25,000 principal sum coverage for total and various partial physical losses as detailed in the policy.

(2) The benefits under this supplement shall not cover any loss resulting from war, private aircraft flights, suicide, disease, pregnancy, abortion or miscarriage.

c. Weekly Accident and Sickness Benefits.

(1) Effective on contract ratification weekly benefits will be paid up to 65% of gross weekly income not to exceed \$600.00 for total disability resulting from sickness or nonoccupational injury.

(2) Benefits will begin when the employee has exhausted his/her sick leave and after a minimum of 30 calendar days of disability and shall continue for as long as 34 weeks after.

(3) House confinement is not required.

(4) Benefits are tax-free.

Section 6. Liability Insurance. The Employer shall furnish liability insurance protecting the employees of the bargaining unit from liabilities arising out of and in the course of their employment. Said insurance coverage shall include, but not limited to, liability for personal injury claims by third persons or employees for damages from alleged false arrest, imprisonment or detention, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and acts of negligence of the employee performed during the course of duty. The insurance will also provide the employee, if sued, with an adequate defense, and if any judgement is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

Section 7. Workmen's Compensation. The Employer agrees to pay 100% of the premium necessary to cover the members of the bargaining unit with required Workmen's Compensation Insurance. An employee who is receiving the Workmen's Compensation Insurance benefit, may also use his accrued sick leave, vacation leave, and compensatory leave to supplement his workmen's compensation payments up to the level of his regular pay.

Section 8. Unemployment Insurance. The Employer, under a plan authorized and approved by the State of Michigan, agrees to provide unemployment insurance benefits through the Municipal Worker's

Unemployment Compensation Group Account administered by the Michigan Municipal League. The City of Holland will pay to an unemployed employee the same amount of insurance the state pays, for the same amount of time the state pays, and will offer to the employee an appeal procedure approved by the state. An employee shall be eligible for benefits in accordance with the terms and conditions of state law.

Section 9. Pension. The Employer agrees to make available to the employees of the bargaining unit, the Michigan Employees Retirement System retirement plan Option B-4, effective 1-1-97. The Employer has made available and will continue to make available to the employees, booklets setting forth the provisions of this retirement plan. The plan shall include the F-55/25 waiver. (Retirement with no reduction in benefits at age 55 with 25 years of service.)

Section 10. Employer reserves the right to change carriers, provided any new carrier shall provide benefits at least equal, but not less than the level negotiated in this Agreement.

Section 11. Each employee is responsible for keeping the Employer informed of the current number and status of family dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility. Any overpayment by the Employer caused by employee error will be reimbursed by the employee, including by



payroll deduction at the Employer's option.

Section 10. Dental. Bargaining unit members will be provided with a group dental insurance plan of Blue Cross/Blue Shield, known as the 75-50-50 plan, with an \$800 maximum benefit per year. Effective upon contract ratification the cost to be paid by the City will not exceed \$39.37 per month for a family; \$22.70 per month for a two-person family; \$14.53 per month for a single employee.

Section 11. All insurance benefits will be provided in accordance with terms and conditions of applicable insurance policies and the Employer's only responsibility is to make timely payments of the Employer's share of required premiums, with the Employer to have no responsibility for the payment of benefits specified in Sections 1 through Section 12.

## ARTICLE XII

### VACATION LEAVE PROCEDURE

Section 1. Vacation With Pay. Vacation with pay is a benefit afforded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. However, the time of

taking is conditioned by length of employment and the requirements or work load of the Police Department, as determined by the Police Chief.

Section 2. Vacation Leave Accumulation. Full-time employees, beginning with the date of their employment and continuing for the balance of their continuous service with the City, shall accumulate annual vacation leave credit in either one of the two following manners:

a. For those employees working on the 4-10 Plan, that is working a minimum of ten (10) hours a day, four (4) days a week, accumulation shall be as follows:

(1) 40 hours vacation leave based on 2080 working hours, leading up to and through the first full 12 month period of employment (4 vacation days after the first full 12 month period of employment).

(2) 80 hours vacation leave based on 2080 working hours, after two (2) years of employment (8 vacation days a year).

(3) 120 hours vacation leave based on 2080 working hours, after seven (7) years of employment (12 vacation days a year).

(4) 160 hours vacation leave based on 2080 working hours, after seventeen (17) years of service (16) vacation days a year).

(5) 200 hours vacation leave based on 2080 working hours, after twenty-four (24) years of service (20 vacation days a year).

(6) classified employees under the 4-10 Plan, who normally and on a continuing basis, work less than forty (40) hours a week, shall accumulate vacation leave in the same ratio as indicated in (1) above, except that vacation leave credit shall be based on the actual number of hours worked in proportion to 2080 annual hours.

b. For those employees working on the 5-8 Plan, that is, working a minimum of eight (8) hours a day, five (5) days a week, accumulation shall be as follows:

(1) 40 hours vacation leave based on 2080 working hours, leading up to and through the first full 12 month period of employment (5 vacation days after the first full 12 month period of employment).

(2) 80 hours vacation leave based on 2080 working hours, after two (2) years of employment (10 vacation days a year).

(3) 120 hours vacation leave based on 2080 working hours, after seven (7) years of employment (15 vacation days a year).

(4) 160 hours vacation leave based on 2080 working hours,

after seventeen (17) years of service (20) vacation days a year).

(5) 200 hours vacation leave based on 2080 working hours, after twenty-four (24) years of service (25 vacation days a year).

(6) Classified employees under the 4-10 Plan, who normally and on a continuing basis, work less than forty (40) hours a week, shall accumulate vacation leave in the same ratio as indicated in (1) above, except that vacation leave credit shall be based on the actual number of hours worked in proportion to 2080 annual hours.

Section 3. Leave Computation. In computing vacation leave credit for full-time employees, the following shall be counted as time worked:

- a. Time spent on vacation leave or compensatory time.
- b. Time spent on paid sick leave.
- c. Absences for authorized holidays.
- d. Absences for jury duty.
- e. Absences for funeral leave.
- f. Upon transfer from the Police Department to another department of the General City without a break in service, time worked and vacation leave credit accumulated shall be

fully credited to the employee in a new department or unit of the General City.

g. Vacation leave credit will not accrue to employee during such non-work periods as:

(1) Time away from work as a result of participation or direct interest in a labor dispute, including any strike, unauthorized work stoppage, or other concerted action against the Employer.

(2) Time away from work as a result of a disciplinary layoff.

(3) Time away from work as a result of a job layoff due to organizational, project, seasonal or financial requirements.

(4) Time away from work as a result of an authorized extended leave of absence, such as school leave.

(5) Upon return to work from an authorized leave of absence with or without pay, an employee in good standing shall be granted all unused vacation leave credit accumulated by earlier service.

Section 4. Use of Vacation Leave. It is the intent of these rules to provide a vacation period for all regular employees each anniversary year for reasons stated in the process of this procedure. However, since vacation leave is an earned right, and since it is earned on an ongoing basis, it might be inferred that it can be taken on a monthly basis. Whereas this is possible, short

frequent absences of this type are discouraged and controlled by the supervisor whose approval must be obtained as to the time of taking vacation leave. Vacation time may be used in increments as short as one (1) hour, with the prior approval of a command officer.

a. An employee's vacation leave credit is determined on his terminal date of the twelve (12) month accumulation period in effect in his major unit and the amount of leave allowed will be in accordance with the vacation policy in effect on that date.

b. Vacation leave credits accumulated during one (1) twelve (12) month period of continuous employment are available for use during the following twelve (12) month period. This twelve (12) month period of vacation accumulation coincides with the employee's anniversary year.

c. Payment will not be made for vacation time not taken, except during the employee's terminal year of employment when he is separated from City employment by reason of resignation, retirement, death, or termination of employment as a result of Management's prerogative. Adjustments in vacation leave payment will be made on a prorated basis at this time and in accordance with the number of hours worked in the twelve (12) month period in which he terminates

employment and the vacation accumulation schedule as previously outlined. Except, a new employee will not receive any vacation pay if his services are terminated during his first 12 month period of employment.

### ARTICLE XIII

#### GENERAL EMERGENCY LEAVE

##### Section 1. General Emergency Leave.

a. Whenever an employee's absence is due to severe or unusual weather conditions, civil commotion, or other general emergency conditions beyond his control, the employee will be permitted to use accrued vacation leave credits or compensatory time to cover his absence.

b. If the employee chooses not to use compensatory time or vacation leave, or if he has insufficient accrued vacation leave, he will then be paid only for hours worked.

c. The City Manager may send employees home in emergency situations and credit such employees with hours worked toward their tour of duty.

ARTICLE XIV

SICK LEAVE PROCEDURE

Section 1. Sick Leave Accumulation.

a. Full-time employees, beginning with the date of employment and continuing for the balance of their continuous service with the Employer, shall accumulate sick leave credits at the rate of four (4) hours for each two (2) full weeks (minimum of 80 hours) of service. Annual accumulation of sick leave credits can total one hundred and four (104) hours. Total allowable maximum accumulation is 720 hours. Annually accumulated unused sick leave in excess of ninety (90) days will be paid at the rate of 50% of the employee's straight time hourly rate up to a maximum not to exceed 52 hours at the end of each calendar year.

b. Classified employees who, normally and on a continuing basis, work less than forty (40) hours a week, shall accumulate sick leave credit on the basis of actual hours of work with four (4) hours of sick leave accruing for every eighty (80) hours worked.

c. In computing sick leave credit for full-time employees, the following shall be counted as time worked:

- (1) Time spent on vacation leave or compensatory time.



(2) Absences for authorized holidays.

(3) Absences for jury duty.

(4) Time spent on paid sick leave. However, this sick leave credit will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.

(5) Upon transfer from one department or unit of government of the General city to another without a break in service, time worked and sick leave credit accumulated shall be fully credited to the employee in the new department or unit of government of the General City.

(6) Absences for Bereavement Leave.

d. Sick leave credit will not accrue to an employee during such non-work, non-pay periods as:

(1) Time away from work as a result of participation or direct interest in a labor dispute, including any strike, unauthorized work stoppage, or other concerted action against the Employer.

(2) Time away from work as a result of a disciplinary layoff.

(3) Time away from work as a result of an authorized

extended leave of absence beyond thirty (30) days, such as school leave.

e. Upon return to work from an authorized leave of absence, with or without pay, an employee in good standing shall be granted all unused sick leave credit accumulated by earlier service.

Section 2. Use of Sick Leave.

a. An employee may use sick leave credits with full pay for absences necessitated by injury or illness of himself, required dental or medical care, exposure to contagious disease if directed by a physician or health officer.

b. An employee, who is injured while performing his assigned duties and is entitled to benefits under the provisions of the Michigan Workmen's Compensation Act, may elect to use accrued sick leave, compensatory time, and vacation leave, in that order, in the amount necessary to offset the difference in pay between the Workmen's Compensation payment and his regular pay.

c. No employees on occupational injury leave shall receive a combination of Workmen's Compensation and leave pay in excess of regular pay.

d. Sick leave credits shall not be available to an employee or use in circumstances involving personal injury, sustained by an employee in the course of paid, supplemental employment by an employer, other than the City of Holland.

e. Approval of an employee's request for sick leave with pay may be withheld by the Police Chief where it is determined that the employee's illness or injury is a result of the employee's improper conduct, immoral behavior, or intemperate habits.

f. All time taken on an authorized sick leave will first be deducted from available sick leave credits.

g. An employee, who has exhausted all of his sick leave credit, may then elect to use any compensatory time or vacation leave to which he is entitled for sick leave purposes. Following this, upon approval by the Police Chief, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) week for each year of previous service. Upon return from sick leave without pay status, physical condition and organizational requirements permitting, the employee will be given consideration for employment to a position as close as possible in seniority, status and pay as the one he left. In the event the

accumulated benefits under the sick leave plan are not sufficient to carry an employee until he become eligible for S&A benefits, the employee will be continued on unpaid leave of absence until he becomes eligible for S&A benefits. At the end of the period during which the employee is covered by S&A benefits, if the employee is still unable to return from leave, the City will review the situation to determine if the employee should be continued or terminated.

h. No sick leave with pay shall be granted to an employee in anticipation of future service.

i. Sick leave payments are based on straight time earnings of an employee at the time sick leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's job is increased during his sick leave absence, the higher rate will be used in computing the balance of his sick leave payments. No job reclassification of the employee's position during his sick leave absence will act to reduce the employee's sick leave payments during that period of absence.

j. Authorized holidays falling within a period of sick leave, for which an employee is normally not required to

work, and for which he normally receives holiday pay, will not be counted as work days in computing the sick days. Holiday time shall be charged to holiday leave.

k. Sick leave may be allowed in case of illness or injury occurring during vacations, evidence of which must be approved by the Police Chief and the City Manager, and shall be based on the actual hospitalization or doctor's certificate.

l. The accrued sick leave of an employee whose service with the Employer is terminated by reasons of quit, discharge, resignation, shall be cancelled by such action.

m. Illness or disability resulting from pregnancy, childbirth or related medical conditions will be treated the same as other illness or disability.

n. Any employee off duty on sick leave will not be allowed to work overtime until the employee has returned to work on his normal scheduled shift and worked at least one full scheduled day before being allowed to work overtime, unless a specific approval to work overtime during sick leave is given by a command officer.

Section 3. Proof of Illness.

a. In order to be eligible for a sick leave with pay

and to receive compensation while absent on sick leave, an employee shall:

(1) Notify his supervisor or Police Chief as to the reason for absence at least one (1) hour prior to the working day or shift of the first day's absence from duty, if possible.

(2) Keep his supervisor or Police Chief informed of his condition.

(3) Upon return to work, submit a medical certificate or furnish other reasonable proof for absences, if requested by the Chief of Police.

(4) Where a question exists as to the returning employee's fitness to perform assigned work, the employee shall submit from the employee's own physician an unrestricted release for return to work and the Chief may require an independent medical examination arranged and paid for by the Employer.

b. In all cases of absence for personal injury incurred during paid supplemental employment by an employer other than the City, the returning employee must submit to a medical examination arranged and paid for by the employee.

c. No sick leave payments shall be made for

convalescence outside the environs of the City of Holland or immediate area without prior approval of the Police Chief or the City Manager.

d. To accurately control charges against an employee's accumulated sick leave credit, sick leave taken shall be reported on an appropriate leave form signed by the department head, and forwarded to the payroll office of the appropriate unit of government. Supervisors must inquire into illnesses of long duration in order to keep the payroll office properly informed.

Section 4. Abuse of Sick Leave

a. An employee who knowingly give false information as a basis for obtaining sick leave and sick leave pay will be subject to a disciplinary action.

b. Whenever there is reason to believe that an employee is abusing or misusing his sick leave privilege, an investigation shall be made even to the point of requiring that an employee submit to a medical examination, and a report made to the Department Head for his action or having a supervisor or command officer make an on-site "house call" to verify the need for sick leave.

c. Any monies paid for sick leave in violation of its

use shall be reimbursed or deducted from future earnings, and appropriate action up to and including discharge shall be taken.

Section 5. Bereavement and Funeral Leave. In the event of family death, bereavement leave will be allowed as follows:

a. Five (5) days leave in case of the death of a current spouse or minor child.

b. Three (3) days leave in case of the death of a parent or adult child, or a brother, sister, parent-in-law, son-in-law and daughter-in-law.

c. One (1) day of leave for the death of a brother or sister of a current spouse, step-parent, step-child, step-brother, step-sister, grandparent, grandchild or other relative or resides in the same household as the employee.

d. Time to attend the funeral, not to exceed one-half (1/2) day, will be granted in case of the death of a relative other than those specified above, or in the case of the death of a fellow employee or former employee.

All leave time provided for in this Section will be paid as Bereavement leave, and will not be charged to any other account. However, any additional time off which is granted, beyond the limits specified in this Section, will be charged



to the employee's available vacation leave, compensatory time or sick leave. Furthermore, additional time off is subject to the approval of the Chief of Police, for good reason shown, such as the need for additional travel time or other extenuating circumstances.

## ARTICLE XV

### FAMILY AND MEDICAL LEAVE ACT POLICY

Section 1. As required by the Family and Medical Leave Act (FMLA), the City of Holland will provide eligible employees up to twelve (12) weeks of unpaid job-protected leave per year for certain family and medical reasons. For purposes of this policy; "year" is defined as the "rolling" twelve month period measured backward from the current date. Employees are eligible if they have worked for the City at least twelve (12) months and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months of employment.

Section 2. Reasons for Leave - Unpaid leave may be granted for any of the following reasons:

- a. To care for the employee's child within twelve (12) months after birth or placement for adoption or foster care.

b. To care for the employee's spouse, son or daughter or parent who has a serious health condition; or

c. For a serious health condition that makes the employee unable to perform the employee's job.

When medically necessary, employee leaves may be taken on an intermittent or a reduced work schedule basis.

Section 3. Coordination with Other Forms of Leave and Time

Off. FMLA leave is coordinated with other existing forms of paid leave and time off, as follows:

a. Work related serious medical condition. When FMLA leave is used for the employee's serious health condition which is covered by the Workers' Compensation Act, the employee may elect to use either accrued sick leave, vacation leave or compensatory time, in the amount necessary to offset the difference in pay between the Workers' Compensation payment and regular pay.

b. Other serious medical condition of employee or child. When FMLA leave is used for a serious medical condition of the employee (includes employee pregnancy) or the employee's son or daughter (age 18 or under), the employee is required to use up sick leave, vacation leave and compensatory time prior to using any unpaid FMLA time.

c. All other FMLA leaves (childbirth leave for fathers, adoption, foster care, serious medical condition of spouse or parent). When FMLA leave is used for any reason other than those covered by a. or b. above, sick leave may not be used, and the employee is required to use up vacation leave and compensatory time, in that order.

d. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For example, whenever Workers' Compensation leave, a disability leave, or any other sick leave, is due to a serious medical condition, all time off will be charged against the employee's FMLA allowance. Likewise, if an employee takes vacation or uses compensatory time or any other time off for any purposes covered by FMLA, all time taken will be charged against the employee's FMLA allowance. This paragraph (d) applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off. The City will develop a form to be used whenever any time off is taken, to determine whether FMLA applies. It is the City's responsibility to notify the employee that any such time off is being charged against FMLA leave.

Section 4. Notice and Certification. Employees may be

required to provide advance notice and medical certification. The taking of any leave may be denied if requirements are not met. The employee ordinarily must provide thirty (30) days advance notice when the leave is foreseeable. The employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the City's expense) and a fitness for duty report to return to work.

Where necessary, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support a leave under this policy. Employees will be required, unless the City waives the requirement, to recertify the need for the leave at least every thirty (30) days and are required to report in on a periodic basis no less often than every two (2) weeks with respect to their progress and their anticipated date for return to work.

Section 5. Benefits During FMLA Leave. For the duration of the leave, not to exceed twelve (12) weeks, the City will maintain the employee's health coverage under the group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage.

If the employee fails to make such contributions, the City may elect either to cancel health plan coverage (after thirty days) or to pay for such coverage and to obtain reimbursement by payroll deduction

when the employee returns to work.

Any other coverage (e.g., life insurance, disability coverage) which is maintained during FMLA leave is the responsibility of the employee (except to the extent that the FMLA leave is covered by paid leave), and the employee shall either make arrangements for payment during the leave, or shall reimburse the employer by payroll deduction at the conclusion of the leave.

Section 6. Return to Work. Upon return from a leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of any employee's leave. Employees who fail to return from a leave will be obligated to reimburse the employer for the cost of Employer-paid coverage, except in certain situations as provided by law.

In all respects, leaves of absence under this Policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

The provisions of this Policy shall prevail in case of conflict with any other City policies or provisions of the collective bargaining agreement regarding paid or unpaid leave.

ARTICLE XVI

HOLIDAYS

Section 1. Holidays. All regular full-time employees shall be eligible to receive holiday pay under the following regulations:

(a) the employee must work the scheduled hours of the employee's last scheduled work day before the holiday and his first scheduled work day after the holiday, or have an approved paid leave of absence; (b) the following days will be considered holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
The Day Before Christmas  
Christmas Day

Section 2. Holiday Work.— An employee scheduled to work on a holiday who fails to report for and perform such work without a reason acceptable to the Employer, shall not receive holiday pay. Employees who work on a holiday shall receive time and one-half (1-1/2) their regular, straight time, hourly rate for hours worked. In addition, the officer will receive another straight time day off to be banked as compensatory time. An employee not scheduled to work on a holiday shall receive an additional straight time day off in lieu thereof, to be banked as compensatory time.

Section 3. Holiday and Vacation. If a holiday occurs during the time an employee is on vacation, holiday pay will be paid in addition to vacation pay unless prior arrangements are made between the employee and the Chief of Police.

Section 4. Holiday and Sick Leave. If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not sick leave.

Section 5. Shift Personnel. Shift Personnel. For non-shift personnel, when one of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as a holiday; if it falls on a Sunday, the following Monday will be observed as the holiday for the purpose of both time and pay. Community Policing officers will work those holidays in which they are considered as part of the patrol minimum staffing.

Section 6. No Holiday Pay. 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 an occupational or nonoccupational illness or injury exceeding ninety (90) days.

ARTICLE XVII

PERSONAL LEAVE

Section 1. Personal Leave Days. All employees of the bargaining unit shall be granted forty (40) hours personal leave on each service anniversary. These days are to be taken by them consistent with adequate organizational staffing, supervisory approval and employee preference; and the hours involved in these forty (40) hours shall be carried as vacation leave for purpose of management control.

Section 2. Absence or Termination. Any eligible employee (over one year of service) of the bargaining unit who is absent from service due to leave of absence or an unpaid leave, or who for any reason terminates or is separated from employment with the City of Holland shall receive personal leave pay on a prorated basis for the time worked.

Section 3. New Employees. New employees who have successfully completed a six month probationary period will be allowed to take 50% (1/2) of the annual leave days. The balance will be credited at their first anniversary date. Hours taken prior to the first anniversary will show as a negative balance on the check stub and will be calculated at the anniversary date.



## ARTICLE XVIII

### JURY DUTY

Section 1. Jury Duty. During the period when an employee is performing required jury duty service during hours he would otherwise be regularly scheduled to work, the Employer will pay the difference between his fees for jury duty and pay at his straight time rate for the hours he would have worked on his regularly scheduled shifts during his period of jury duty, provided the employee gives his department head prompt notice of his call to jury duty, and thereafter, of the payment he receives for it.

(Note: Court service is covered in Article VIII, Section 9)

## ARTICLE XIX

### MILITARY LEAVE

Section 1. Military Leave. Section 9 of the Military Selective Service Act of 1967 provides a re-employment rights program for men and women who leave their jobs to perform training or service in the armed forces. The Office of Veterans Re-Employment Rights has the responsibility for informing veterans and employers of the re-employment program and assisting them. The purpose of this law is to ensure that those who serve their country in the interest of national

defense do not lose their jobs and other employment benefits because of such service.

- a. To be entitled to re-employment rights, a veteran must:
- (1) Leave a full-time position.
  - (2) Serve in the armed forces for not more than five (5) years.
  - (3) Satisfactorily complete the period of active duty and have a certificate to that effect.
  - (4) Be qualified to perform the duties of his position upon his return.

Section 2. Training or Riot Call-Up. In the event employees who are members of the National Guard or Reserves are ordered to participate in activities which result in lost time, such employees will be paid the difference between the amount paid by the government and their regular weekly pay. Regardless of time spent in such activities, the Employer shall make up such pay only for the first ten (10) working days in each calendar year that the employee is engaged in such activities.

ARTICLE XX

SENIORITY

Section 1. Seniority. Seniority shall be defined as an employee's length of continuous and uninterrupted service with the Police Department since his last date of hire, excluding any absence without pay.

Section 2. Definitions. Seniority shall be accrued in the following manner:

- a. Unit-wide seniority shall be the length of uninterrupted employment with the Employer, with the bargaining unit, commencing with the latest date of hiring, less time that seniority was not accrued during the employee's absence on an unpaid leave of absence as provided in this Agreement, which includes time lost due to the employee being laid off.
- b. Division (i.e., patrol) seniority shall be determined to the amount of accumulated service within a division.
- c. Classification (i.e., patrolmen) seniority shall be determined to be the amount of accumulated services within a classification.

Section 3. Probationary Employee. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed with the Police Department for a continuous period of six (6) months following his last date of hire; provided, however, that upon written notice to the new employee and union before the expiration of said six (6) month period,

the period of probation for any new employee may be extended for one (1) additional period not exceeding six (6) months. During the probationary period, an employee may be laid off or terminated by the Employer without regard for the provisions of this Agreement without recourse to the grievance procedure. The Employer 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.

Section 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 twenty-four (24) months.
- e. He is on sick leave of absence and his sick leave has expired pursuant to the provisions of the sick leave Article; in the event the accumulated benefits under the sick leave plan are not sufficient to carry an employee until he becomes eligible for S&A benefits. At the end of

the period during which the employee is covered by S&A benefits, if the employee is still unable to return from leave, the City will review the situation to determine if the employee should be continued or terminated.

f. If 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 this 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 and the leave application, 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, if any.

g. He fails to report for work within three (3) working days following the expiration of an approved leave of absence without first notifying the Employer of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or,

h. Absence from work for three (3) consecutive days without

notifying his supervisor of the reason for such absence except when the failure to notify and work is due to circumstances beyond the control of the employee.

## ARTICLE XXI

### PLACEMENT AND PROMOTIONS

Section 1. Placement and Promotions. Placement or advancement within the Police Department shall be based upon demonstrated ability, aptitude for positions of increased responsibility, dependability, experience, seniority, education and other factors as the Employer deems important with respect to the job vacancy or new position to be filled through procedures as determined by the Police Chief.

Section 2. Temporary Appointment. Notwithstanding the provisions of Section 1 above, the Employer may immediately fill a job vacancy or new position on a temporary basis; provided, however, that the Employer's temporary filling of any such vacancy or new position shall not exceed ninety (90) calendar days; and provided further that any employee assigned to temporarily fill a vacancy or new position carrying a higher rate of pay shall after one (1) work day on such temporary assignment, receive that rate of pay corresponding to the vacancy or new position for the balance of his said temporary

assignment. Temporary Appointments for training and job development shall not be subject to the requirements of this provision. Notwithstanding the provisions set forth in the above paragraph of this Section, the Employer reserves the right to assign sworn personnel to the Detective Bureau by transfer from any other assignment in the Department for periods up to one (1) calendar year. This assignment period may be extended for up to one additional year (up to two years total assignment) by mutual agreement between the officer and the Chief. Any such extension (beyond one year) will be limited to covert undercover or vice operations (such as WEMET) and will not be used to extend an assignment to general investigative duties beyond one year. Any employee assigned under this provision will continue to receive wages and benefits during the time spent in the Detective Bureau based on his permanent assignment held at the time of the transfer.

Section 3. Probationary Period and Salary Increase. In any new job situation, either as a result of original appointment, promotion, upward reclassification, or transfer, there shall be a six (6) month probationary period for the employee involved.

a. On or before the conclusion of the probationary period, a newly promoted employee may be returned to his previous position, if circumstances warrant; or the pro-

bationary period may be extended for a maximum of three (3) months.

b. If a new employee is retained through the probationary period, the employee's salary shall automatically increase to the second step of the pay range.

c. If a new employee is hired at a rate equal to or greater than the second step in his range; or if a present employee is placed in a new job at a pay step above the lowest step in the range, as a result of a promotion, job reclassification or transfer, the increase at the end of the six (6) month probationary period is not automatic. However, upon completion of the probationary period in this situation, either a half step or full step increase may be recommended by the department head to the City Manager, justified in writing and based on job proficiency.

## ARTICLE XXII

### LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force.

Section 2. Order of Layoff.



a. No permanent or probationary employee shall be laid off from his position in the Police Department while any seasonal, temporary, part-time or provisional employees are serving in the same position class in that department.

b. Except as provided below, the layoff of probationary or permanent employees shall be in inverse order of seniority in the classification affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests within twenty-four (24) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower classification in the Police Department if he has a greater length of total continuous service as a sworn member of the Police Department than does another employee who is working in the lower classification. In all such cases, total length of continuous service as a sworn member of the department shall prevail, and seniority in a particular rank or classification shall not be considered. Demotion shall be through those classifications in which the employee has skill and ability as determined by the Police Chief, providing that an employee serving a probationary period shall not displace a permanent employee in a classification in which he has not previously held permanent status.

Section 4. Notice of Layoff. Employees to be laid off

indefinitely shall be given at least seven (7) calendar days prior notice.

Section 5. Preferred Eligible Lists.

a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

b. Names shall remain on the lists for twenty-four (24) months, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to position from which demoted in the Police Department before any other persons are selected for employment during the above twenty-four (24) month period.

Section 6. Recall From Layoff.

a. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address.

b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned

and their names shall be removed from seniority and preferred eligible lists.

Section 7. Restoration to Positions From Which Demoted.

Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XXIII

TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement Program. The program is made available to all members of the Union offering opportunity to improve job capabilities by reimbursement of tuition expenses incurred while taking this training. The program is as follows:

POLICY

The tuition reimbursement program is designed to offer all employees of the City, regardless of the operating segment in which they are employed, opportunities to improve job capabilities by reimbursement of tuition expenses incurred while taking additional training.

The major premise of this program is that only the training programs offering direct benefits to the Employer, as determined by the review committee, will qualify for reimbursement.\

#### PROCEDURE

1. The program is limited to full-time employees with at least one (1) full year of active service to the Employer.

2. Selected courses or training programs must relate to the employee's present position or foreseeable future position, as determined by the review committee. The review committee consists of the employee's department head, personnel director, and chief executive. The department head is in the best position to determine the training that will best benefit his department. Through periodic meetings of the committee, the scope of training allowable within the department throughout the City may be kept uniform.

3. Types of training included under this program include:

a. Courses not required by the Employer, yet directly beneficial to the employee's work capabilities.

b. Training approved by the review committee to prepare the employee for new or higher levels of responsibility.

The review committee, after consulting with the department head may allow additional types of training in order to meet special needs for

the department.

4. The training program or educational institution must be accredited by the North Central Accreditation, an accredited high school, a nationally recognized professional group offering training leading to a diploma or a certificate of completion, recognized correspondence school, trade or technical school, or adult education courses.

5. Courses are to be taken on the employee's own time. For training that would conflict with the employee's working hours, it will be the responsibility of the review committee to determine whether the proposed training is necessary enough to come under the category "Employer requested training". The present program provides only for reimbursement of tuition expenses. Travel expenses and other costs incidental to the training do not qualify for reimbursement.

6. Training taken by the employee at the Employer's request, such as (but not limited to) police and fire training, will not qualify for such program. Employer requested training functions under its own, separate, established guidelines.

7. Employees who take advantage of this program and subsequently terminate employment with the City before three (3) years from the date of the training completion, must return a proportionate amount of their reimbursement as follows: Full reimbursement to the

City for less than one (1) year, one-third (1/3) after the second (2nd) year, and no penalty after the third (3rd) year.

8. A formal request for financial assistance must be cleared with the department head who will then submit, in writing, his rationale supporting the employee's request to the rest of the review committee. After consultation with the department head, the committee will act upon the employee's request. Department head disapproval of an employee's request may be appealed by the employee, in writing, directly to the review committee.

The formal request shall include:

- a. The employee's name and department.
- b. Educational institution he wishes to attend.
- c. Description of course desired.
- d. Beginning and completion date of training.
- e. Statement of how training will benefit the Employer and employee's performance.
- f. Cost of tuition.

This entire request and appeal procedure must be completed, and final approval obtained, before the officer begins the course.

9. Upon satisfactory completion of the course, the employee must furnish a copy of the receipt of full payment, as well as a copy of his final grade or certificate completion.

- a) A reimbursement of 75% will be granted for a grade of "C" upon completion of approved courses.
- b) A reimbursement of 90% will be granted for a grade of "B" upon completion of approved courses.
- c) A reimbursement of 100% will be granted for a grade of "A" upon completion of approved courses.

10. Total tuition reimbursement may not exceed \$1,200 per individual per fiscal year.

11. Employees who are receiving, or are eligible to receive any other financial assistance for education (e.g., scholarships, G.I. Bill) are not eligible for dual benefits for the same course by virtue of this program. However, supplemental benefits will be considered.

12. Successful completion of courses of study under this tuition reimbursement program must not be construed as a guarantee of advancement.

13. Employees wishing to take more than one (1) course of training in relation to the attainment of a degree or advancement in position, must submit an outline of future training courses for the approval of the review committee. In this way, the committee can inform the employee in advance whether the course he wishes to take will qualify in the program. The emphasis of the program is on compensating the employee for training he takes on his own time which

results in direct benefits to the City.

14. The review committee will administer the allocation of tuition reimbursement monies so that all interested employees in departments of the City will have the opportunity to share equitably in these funds, subject to budgetary limitations established for this program.

15. The Finance Department shall maintain the necessary records to monitor the financial status of the tuition reimbursement program.

#### ARTICLE XXIV

##### UNIFORMS, SAFETY AND EQUIPMENT

Section 1. Uniforms. All outer uniforms such as jackets, shirts, suits, and pants and replacement items associated therewith shall be provided by the Employer. The Employer shall pay for the cleaning and laundry of issued uniforms and outer clothing.

Section 2. Clothing Allowance. Plain clothes officers shall receive a clothing allowance of \$550 for the purpose of outer clothing used in the line of duty. Suits/sport coats, trousers and outer coats for plain clothes officers will be cleaned on a regularly recurring basis as determined by the Chief of Police. In addition,



when a shirt or tie is soiled by biohazardous material, the City will pay for cleaning.

Section 3. Appearance. Uniforms and plain clothes and equipment furnished by the Employer shall be worn in a manner prescribed by the Police Chief as set forth in the appearance standards of the present Holland Police Department Policies and Procedures. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the officers.

Section 4. Guns. The Employer shall purchase guns and other control items according to department specifications. Officers shall be issued an approved firearm, as determined by the Chief of Police, at no cost to the employees, and they will have to qualify in the weapon that is used by the employee on a daily basis.

Section 5. Personal Property. Personal property required of an officer on the job, limited to eyeglasses, contacts, dentures, watch, if lost in the actual performance of duty and its loss and damage is not attributable to negligence, may claim appropriate reimbursement from the City's insurance carrier. Where reimbursement is not received from the insurance carrier, a negotiated settlement will be directed by the City Manager.

Section 6. Safety Protests. When an employee is required

by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest; if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and refer the matter to the safety officer as appointed by the Police Chief for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up and confirmed by a command officer as not in safe operating condition.

Section 7. On Duty Injuries. If an employee is injured while on a job and required to leave the job by a medial authority, he shall be paid for the whole day.

Section 8. Accidents and Equipment Defects. Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an injury report, in writing, on a form furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of his shift, report all defects of equipment which reasonably should have been known to the employee. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE XXV

OUTSIDE EMPLOYMENT

Section 1. Employees of the department shall not engage in outside employment without prior written authorization of the Chief of Police.

ARTICLE XXVI

MISCELLANEOUS

Section 1. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its terms. Any such change, however, shall not be effective until it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 2. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

Section 3. Savings Clause. If any Section of this Agreement or addendum thereto shall be held invalid or to conflict with applicable Federal or State law by any court of competent jurisdiction, the remainder of the Agreement and its addendum shall

not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 4. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 5. Mileage. Employee authorized to operate their own automobiles in the line of duty and on business of the Employer, will be reimbursed mileage expenses at the same rate as established by City Council for all other City employees. If the City Council adjusts the employee's mileage rate during the life of this Contract, it shall be automatically adjusted for bargaining unit personnel.

Section 6. Vehicles. The City believes that specifications for police patrol cars is ultimately a responsibility of management. The City is willing to take into account the concerns of the bargaining unit in reaching its decision. The City proposes that a committee from the Union submit periodic recommendations regarding specifications for patrol cars for consideration by the City, but the City reserves the right to make the final determination.

Section 7. Wage Adjustment. Effective 7-1-96, wage rates for all bargaining unit classifications will be increased by 3%. Effective 7-1-97 wage rates will be increased by the percentage

increase in the CPI-U (U.S. average) for the twelve month period June 1996 through May 1997 with a minimum increase of 3% and a maximum increase of 5%.

Effective 7-1-98 wage rates will be increased by the percentage increase in the CPI-U (U.S. average) for the twelve month period June 1997 through May 1998 with a minimum increase of 3% and a maximum increase of 5%.

#### ARTICLE XXVII

##### EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY

This policy is adopted pursuant to the Drug-Free Workplace Act of 1988 (Pub, L. 100-690, title V, Subtitle D), in an effort to provide a safe and healthy work environment for our employees.

The use and effects of illegal drugs and alcohol pose very serious problems. While the City of Holland (the "Employer") would prefer not to intrude into the personal lives of its employees, it must be recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is

met, employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the Employer wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use or termination of employment. Our policy is as follows:

Section 1. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the employer's Alcohol and Drug Abuse Policy, (3) the availability of treatment and counselling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

Section 2. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE.

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family, and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an employee Assistance Program ("EAP"). The EAP is an assessment, counselling and referral service for employees with substance abuse problems.

The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval of knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counselling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem, may do so without jeopardizing their continued employment with the Employer.

Voluntary requests for assistance from the EAP will not result in discipline. However, such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug

Abuse Policy. Employees who undergo voluntary counselling or treatment pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

Section 3. APPLICATION

The Policy applies to all employees.

For purposes of this Policy:

a. "Employer premises" includes, but is not limited to, all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation to and from those locations while in the course and scope of employment.

b. "Employer time" includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).

c. "Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcoholic beverages; prescription drugs - - except as proved in Section

IV of this Policy; and any other substance which affects or



may affect the employee's ability to competently or safely perform.

d. "Under the influence" of any prohibited substance means any detectable level of a prohibited substance in employee's system. If an employee is "called out", the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standard set by the U.S. Department of Transportation for truck drivers in interstate commerce. (Blood alcohol less than .04%)

e. "Reasonable suspicion" includes, but is not limited to: observation or behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; absenteeism, declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy.

#### Section 4. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees undergoing prescribed medical treatment with any substance

which may alter their behavior or physical or mental ability must report the effects such treatment may have on their ability to perform their job to their immediate supervisor or the Personnel Director, who will determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.

#### Section 5. PROHIBITIONS

The Employer's Policy prohibits the:

- a. Use, possession, manufacture, distribution, dispensation, transportation or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises on Employer time or at an Employer activity;
- b. Unlawful storage by an employee of any prohibited substance in a locker, desk, vehicle or other repository on employer premises or refusing to submit to an inspection.
- c. Possession, use, manufacture, distribution, dispensation or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work performance, his own or others' safety at work or the Employer's regard or reputation in the community; (Note: lawful and moderate use of alcohol is not

prohibited;

d. Failing to adhere to the requirements of any drug or alcohol treatment or counselling program in which the employee is enrolled;

e. Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction;

f. Failure to report to the immediate supervisor or Personnel Director the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability;

g. Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing Policy, or switching or adulterating any sample submitted for testing.

#### Section 6. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the Policy.

a. Testing. Employees or applicants for employment may be require to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests or breath tests for the drugs specified in the Department of Health &

Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs ("HHS Guidelines") and any amendments to the HHS Guidelines in effect at the time of the testing:

1. to be considered for employment;
2. where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance;
3. following an accident or incident where the Employer has reasonable suspicion that prohibited substance(s) may be implicated, e.g., where safety precautions were violated or careless acts were performed; and
4. immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drug tests will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

B. Searches. Employees, while on Employer premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar

repositories, etc., when the employer has a reasonable suspicion that the employee has ingested, possesses or has distributed a prohibited substance.

Section 7. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to and including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution by law enforcement agencies.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee assistance Program for assessment, counselling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counselling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

Section 8. LAST CHANCE AGREEMENT

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may, at the Employer's sole discretion, be offered the opportunity to enter into a "Last Chance Agreement".

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

- a. The employee acknowledges in writing that he/she has a substance abuse problem.

b. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program;

c. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment;  
and

d. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this Policy while on the Last Chance agreement and waives the right to grieve such discharge.

Section 9. CONDITION OF EMPLOYMENT

Compliance with the Employer's Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination. Questions regarding this Policy should be directed to the Personnel Director.

Section 10. REVIEW OF PROGRAM

This Policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

Section 11. OTHER PROGRAMS

This policy is separate and apart from any testing done in connection

with any special program, e.g., WEMET, HEAT, etc.

Section 12. RECEIPT

I acknowledge that I have received a copy of the City of Holland,  
Employee Alcohol and Drug Abuse Policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (printed)

ARTICLE XXVIII

DURATION

Section 1. Duration. This Agreement shall remain in full force and effect from July 1, 1996, to and including June 30, 1999, and thereafter for successive periods of one (1) year unless either party shall, on or before sixty (60) days prior to the expiration date of this Agreement or any annual extended date, serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating that portion of the Contract under consideration on the expiration date, unless before that date the subject of amendment proposed by the other party has

been disposed of by agreement or by withdrawal of the party proposing amendment, modification, alteration, negotiation change, of any combination thereof.

Discuss combining classifications F-11 and F-12 during the term of the contract.

Maintain the memos of understandings regarding the 12-hour shifts.

IN WITNESS WHEREOF, the parties have caused this instrument to be executive this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

POLICE OFFICERS LABOR COUNCIL  
OF MICHIGAN  
HOLLAND POLICE OFFICERS ASSOCIATION

Paul Mashek

Marl Bos

Daniel V. Pedersen

CITY OF HOLLAND

Robert H. H. H. H.  
Mayor

John S. S. S.  
City Clerk

Approved as to form:

Andrew J. H.  
City Attorney 3/14/97



CITY OF HOLLAND

TABLE OF JOB CLASSIFICATIONS AND ASSIGNED PAY SCHEDULE & RANGE

FRATERNAL ORDER OF POLICE, HOLLAND POLICE OFFICERS DIVISION

BARGAINING UNIT CLASSIFIED POSITIONS

Effective: July 1, 1996

Table Identification Code: HPD:FOP

NUMBER	CLASSIFICATION TITLE	PAY	
		SCHEDULE	RANGE
801	Police Officer	F	11
808	Police Officer - Jailer	F	12
810	Senior Officer - Traffic Safety	F	12
812	Senior Officer - Evidence Technician	F	12
814	Senior Officer - Community Service	F	12
816	Senior Officer - Community Policing	F	12
819	Senior Officer - Community Relations	F	12
820	Senior Officer - Street Team	F	12
821	Detective	F	13
823	Sergeant	F	14
824	Detective Sergeant	F	14

CITY OF HOLLAND  
**SCHEDULE OF RANGE AND STEP PROGRESSIONS FOR HOURLY/ANNUAL WAGES**  
 - FRATERNAL ORDER OF POLICE, HOLLAND POLICE DIVISION -  
 CROSS-REFERENCE TO CLASSIFICATION TABLE: HPD-FOP  
 Effective: July 1, 1995 - June 30, 1996

Schedule F

Range	- A - Start	- B - 6 Months	- C - 1 Year	- D - 1-1/2 Years	- e - 2 Years	- F - 2-1/2 Years	- g - 3 Years	- H - 3-1/2 Years
11	15.42	16.25	16.66	17.03	17.49	17.85	18.35	18.80
11	32,073.60	33,800.00	34,652.80	35,422.40	36,379.20	37,128.00	38,168.00	39,104.00
12	16.18	17.03	17.44	17.89	18.38	18.75	19.30	19.72
12	33,654.40	35,422.40	36,275.20	37,211.20	38,230.40	39,000.00	40,144.00	41,017.60
13	16.97	17.84	18.27	18.74	19.28	19.64	20.19	20.69
13	35,297.60	37,107.20	38,001.60	38,979.20	40,102.40	40,851.20	41,995.20	43,035.20
14	17.74	18.64	19.10	19.60	20.14	20.52	21.14	21.58
14	36,899.20	38,771.20	39,728.00	40,768.00	41,891.20	42,681.60	43,971.20	44,886.40

Granting of Half-Steps c, e, and g must be approved by Police Chief, Personnel Officer and City Manager.

As of the date of this printing, a contract settlement has not been achieved between the City of Holland and the Fraternal Order of Police. The most recently approved Schedule of Range/Step Progressions for Hourly/Annual Wages is as of July 1, 1995, and this schedule continues to function as the authorized schedule for hourly and annual wage progressions pending contract settlement.

CITY OF HOLLAND  
FAMILY & MEDICAL LEAVE ACT AUTHORIZATION FORM

I understand that, in accordance with the Family & Medical Leave Act (FMLA) of 1993 and City of Holland policy, I am eligible for up to twelve (12) weeks of job-protected leave per year for certain family and medical reasons. For the purposes of this policy; "year" is defined as the "rolling" twelve (12) month period measured backward from the current date.

An eligible employee is one who has worked for the City at least twelve (12) months and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months of employment.

Under City of Holland FMLA policy, it is necessary to use existing forms of paid leave prior to using FMLA unpaid leave, in most cases, (please refer to the City of Holland FMLA policy for details). Any paid leave used for FMLA purposes will be charged against the employee's twelve (12) weeks per year.

**Reason for Leave**

To properly document this leave request, please indicate which of the following reasons apply:

- 1. Birth of child: For the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 2. Newly placed child: The placement of a son or daughter with the employee for adoption or foster care.
- 3. Care of family member: To care for a spouse, son, daughter or parent of the employee, if the spouse, son, daughter, or parent has a serious health condition.
- 4. Employee disability: A serious health condition making the employee unable either to work at all or to perform any of the "essential functions of his or her position," as defined under the Americans with Disabilities Act (this also applies for Workers Comp)

A serious health condition is defined by the law as "... any period of incapacity requiring a hospital stay, absence from work, school, or other regular daily activities of more than three (3) calendar days, that involves continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic health condition which is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

**Duration of Leave**

Please indicate duration of leave time requested:

Leave to begin: \_\_\_\_\_ Leave to end: \_\_\_\_\_

**Type of Leave Requested**

- 1. Paid sick leave
- 2. Vacation time
- 3. "Comp" time
- 4. Unpaid leave

\_\_\_\_\_  
Employee name (please print)

\_\_\_\_\_  
Employee signature / date

\_\_\_\_\_  
Supervisor/Mgr. Approval/date

\_\_\_\_\_  
Human Resources Director - Approval/date

\* Any leave request relating to a "serious health condition" as defined by the Act must be accompanied by a signed authorization from a physician. This also applies to leave taken for pregnancy and childbirth if the employee intends to use paid sick leave.

**MEMORANDUM OF AGREEMENT BETWEEN City of Holland & Holland Police Officers Division  
POLICE OFFICERS LABOR COUNCIL OF MICHIGAN**

the City of Holland wishes to reorganize the Patrol Division of the Holland Police Department to further implement Community Policing, improve supervision in the areas of Community Policing and Traffic Safety Services, and maintain a prompt and effective response capability to calls for police service. The following clarification and additions are provided to the current agreement between the city and the Holland Police Officers Division of the Police Officers Labor Council of Michigan. Nothing that is not expressly provided herein is changed in the existing contract.

**General concept**

The intent of this memorandum is to provide for the implementation of a 12 hour work day, 84 hour biweekly work schedule. The concept and agreement are that all benefits provided to such employees on the 12 hour schedule will continue to be based on the 80 hour work week calculations, except as stated in the following. The four extra hours worked every two weeks would be credited to the employee's compensatory time bank at straight time and limited to a cap of 112 hours.

The 12 hour work day for generally assigned Patrol Division personnel and supervisors will be initiated October 2, 1994.

Following are specific provisions and applicable changes to the existing agreement.

**1. Article 8, Section 3 - BREAKS**

Personnel working the 12 hour work schedule will receive two 15 minute breaks and one 1/2 hour break and terms of the existing contract for taking the breaks will be continued.

**2. Article 8, Section 4 - OVERTIME**

All overtime actually worked by employees on the 12 hour work schedule will be paid at prevailing overtime rates above 84 hours per pay period..

**3. Article 8, Section 5 - CALL IN TIME**

Existing contract provisions apply to personnel working the 12 hour work schedule.

**4. Article 8, Section 8 - COMPENSATORY TIME**

Personnel regularly assigned to the 12 hour work schedule will be allowed to accumulate up to 112 hours of compensatory time, with 4 hours of scheduled work time every pay period being credited as compensatory time. Persons at the 112 hour limit will receive straight time compensation for any additional scheduled work time. Personnel working 8 or 10 hour shifts will continue to be allowed to accumulate 80 hours of compensatory time.

Patrol supervisors and up to one non-supervisor per shift will be allowed to use compensatory time with a replacement, unless there are emergency conditions or compelling conditions that preclude an officer being granted such time off.

**5. Article 12, Section 2 - VACATIONS**

Officers regularly working the 12 hour work schedule will accumulate and use vacation hours based on the 80 hour biweekly work schedule, as described in the existing contract.

Article 14. Section 1 - SICK LEAVE

Officers regularly working the 12 hour work schedule will accumulate and use sick leave hours based on the 80 hour biweekly work schedule, as described in the existing contract.

7. Article 16, Section 1 - HOLIDAYS

Officers regularly working the 12 hour work schedule will receive 1 1/2 times pay rate if the holiday is actually worked, and 12 hours compensatory time at straight time to provide an alternate day off for the holiday. If, however, the addition of 12 hours to the compensatory bank would exceed 112 hours, the difference exceeding 112 hours will be paid at straight time rate.

Officers regularly assigned to the 12 hour work schedule who are not scheduled to work on a paid holiday will receive 12 hours compensatory time, so long as the 112 hour cap is not exceeded. If the 112 hour cap is exceeded, the employee will be paid the difference in excess of 112 hours, at straight time rate.

8. Article 14, Section 5 - BEREAVEMENT

Officers regularly assigned to the 12 hour work schedule will receive 12 hours of bereavement leave for each day granted off, subject to the terms of the contract.

9. Article 17, Section 1 - PERSONAL LEAVE

Officers regularly assigned to the 12 hour work schedule will receive 40 hours personal leave on their service anniversary date, credited to vacation leave schedule.

near conditions and understandings relative to the 12 hour work schedule.

1. All patrol division supervisors will be classified as Staff Sergeants with pay range F14. This includes Patrol Supervisor, Traffic Supervisor and Community Policing Supervisor.
2. Shift schedules for 12 hour day employees will be for a period of 56 days, unless future evaluation determines that such schedule is not to the best interest of the department. Any changes will be implemented after due notice as required by the contract.
3. Holiday Pay. Holiday pay for 12 hour shift employees will be provided for hours worked during the shifts which commence on the designated holiday (i.e. 0600 and 1800 hours) and will include continuous hours worked which extend into the following day. Holiday pay will not be provided for hours worked on a holiday that are a continuation of a shift commenced on a non-holiday.
4. Continuous working hours. It is the intent of the administration to not allow any employee to work more than 15 hours in any 24 hour period. Personnel with off duty court time and/or overtime are to coordinate work hours and schedules with their shift supervisor and command officer to stay within the concept of a maximum of 15 hours to be worked in a 24 hour period.
5. Evaluation. The 12 hour workday will be closely evaluated after one year and periodically thereafter. Factors to be considered will be overtime costs, correlation of field patrol personnel with calls for police service, injury records, employee accident records, sick leave, performance, employee input, administrative considerations and other factors as may be determined.

The City of Holland reserves the right to change shift schedules based on the evaluation and return all previous classifications to their original status, if such change appears to be in the best interest of providing police services.

For the City of Holland

Soren Wolff 12/16/94  
Soren Wolff, City Manager Date

Charles L. Lindstrom 10-31-94  
Chief Charles L. Lindstrom Date

Gary Bahn 12-6-94  
Gary Bahn, Personnel Officer Date

Albert H. McGeenan  
Albert H. McGeenan, Mayor Date

For the Holland Police Officers Division

Paul Moerland 11-1-94  
President Paul Moerland Date

Al Purn 11-1-94  
Officer Date

[Signature] 11-7-94  
Officer Date

Jodi Syens 12/6/94  
Mrs. Jodi Syens, City Clerk Date

**APPROVED AS TO FORM  
CITY OF HOLLAND**

[Signature]  
CITY ATTORNEY

12/5/94  
DATE