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6/30/2002

AGREEMENT

CITY OF HUDSONVILLE

and

POLICE OFFICERS LABOR COUNCIL

Hudsonville, City of

Effective: July 1, 1998 - June 30, 2002

Page

INDEX

Page

RECOGNITION	1
MANAGEMENT RIGHTS	2
UNION SECURITY AND CHECKOFF	3
UNION REPRESENTATION	4
HOURS OF WORK AND OVERTIME	5
DISCHARGE AND DISCIPLINE	7
HOLIDAYS AND PERSONAL DAYS	7
VACATIONS	9
SENIORITY	10
LAYOFF AND RECALL	12
SICK LEAVE	13
FUNERAL LEAVE	15
JURY DUTY LEAVE	16
MILITARY LEAVE	17
UNION LEAVE	17
PERSONAL LEAVE	17
HOSPITALIZATION, DENTAL, DISABILITY AND LIFE INSURANCE	18

	<u>Page</u>
RETIREMENT	19
GRIEVANCE PROCEDURE	20
COURT APPEARANCES	23
AUTOMOBILE ALLOWANCE	24
UNIFORMS AND EQUIPMENT	24
PERSONNEL FILES	26
SPECIAL CONFERENCES	27
BULLETIN BOARDS	27
SUPPLEMENTAL AGREEMENTS	27
ENTIRE AGREEMENT	27
VALIDITY	28
GENDER	28
NEW OR CHANGED CLASSIFICATIONS	28
SHIFT SCHEDULES AND SECURITY SERVICES	29
DURATION	31
APPENDIX A	A-1

AGREEMENT

THIS AGREEMENT is made this 1st day of July, 1998, by the CITY OF HUDSONVILLE (hereinafter "City") and POLICE OFFICERS LABOR COUNCIL (hereinafter "Union").

ARTICLE 1

RECOGNITION

Section 1.1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 1.2. The bargaining unit is defined as follows:

ALL FULL-TIME AND REGULAR PART-TIME POLICE OFFICERS, excluding police sergeant, clerical employees, DPW employees, and assistant librarians, accountants, executives, police reserve officers, police chaplain, cadets, interns, part-time crossing guards, custodial employees and all others.

The term "employee" or "employees" where used in this Agreement refers to members of the above bargaining unit.

Section 1.3. All regular part-time police officers shall be available to work patrol as scheduled for a minimum of twenty-four (24) hours per month and eighty (80) hours per quarter year. The Police Chief may, at his discretion, temporarily waive this availability requirement in individual cases.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1. The City retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations; to study and use improved methods and equipment and outside assistance; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the City and shall not be subject to the grievance procedure established in this Agreement.

Section 2.2. The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, and layoff and recall personnel; to make reasonable rules and regulations relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgment as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement,

and as such, they shall be subject to the grievance procedure to the extent provided herein.

ARTICLE 3

UNION SECURITY AND CHECKOFF

Section 3.1. The City will make available to all employees a copy of this Agreement.

Section 3.2. As a condition of employment all present and future police officers shall become and remain members of the Union. Being a member of the Union means either becoming a full Union member and pay Union dues, or, at the employee's choosing, paying a service charge which represents the fair share of costs attributable to negotiating and administering the terms of the agreement.

Section 3.3. Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from such employee's pay the amount of the regular monthly dues owed by such employee to the Union. Such deduction will be made from the first paycheck received by the employee during that month, and all such dues will be remitted to the designated Union official before the end of the month.

Section 3.4. Any changes in the present Union membership dues rate will be certified to the City by an authorized officer of the Union at least forty-five (45) days in advance of the effective date of such change.

Section 3.5. The Union will indemnify, defend and hold the City harmless against any claims made and against the costs of any suit instituted against it on account of the application of this Article.

Section 3.6. The Union agrees to refund to the City any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE 4

UNION REPRESENTATION

Section 4.1. Employees shall be represented for purposes of the grievance procedure by a Steward, and for negotiation purposes by a Bargaining Committee of not more than two (2) employees and two (2) non-employee representatives. The names of the Steward and Bargaining Committee members shall be given by the Union to the City. Meetings with the City will normally be scheduled during off-duty hours; however, the Steward and Bargaining Committee shall be paid for working time lost while attending meetings during working hours if mutually scheduled by both parties.

Section 4.2. An employee or group of employees may process his or their own grievance provided that the Union may have a representative present at any such discussion and provided that no adjustment of any such grievance shall be inconsistent with the terms of this Agreement.

Section 4.3. A duly authorized non-employee representative of the Union will be permitted to participate in discussions with City representatives with respect to employee relations matters.

Section 4.4. A Steward or a Committee person who has an individual grievance which involves his employment by the City may ask for the assistance of a member of the Bargaining Committee in adjusting the grievance in the manner provided in the grievance procedure.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 5.1. Except for purposes of schedule or shift adjustment, the regular work schedule of full-time police officers shall consist of eighty (80) hours within each two-week pay period. The regular workday within the two-week work schedule shall consist of regular shifts of up to ten (10) consecutive hours and included in each shift shall be a paid one-half hour meal period. In the event that a regular shift is scheduled for more than eight (8) consecutive hours, such shift schedule shall be considered the "regular shift" or "scheduled shift" for purposes of any other provisions of this Agreement.

Section 5.2. The department schedule will be filled by using a bid shift system based upon employee seniority. The Police Chief shall set the shift hours and shift rotation. In this bid shift system, each officer must bid each shift at least one time during a time limit set by the Chief of Police.

The Police Chief shall retain the right to temporarily amend this system when unexpected emergencies arise, such as but not limited to, employee absences, unexpected vacancies, emergency situations, and to facilitate training of new officers.

Section 5.3. Any open shift (vacation hours, compensatory hours, personal hours, and other authorized time off) may be offered to part-time officers first. Open shifts remaining shall be offered to full time officers by order of seniority, and if not filled, shall be assigned by reverse order of seniority. If overtime may result in more than 15 consecutive road patrol hours, the Chief or his designee can split an open shift. The call-out can include the Sergeant, as long as by actual seniority/hire date, not by rank.

Unexpected and/or late notice shift vacancy call-outs will be based on common sense and availability of the off-duty officer. Minimum guaranteed call out time for officers shall be two (2) hours. It is provided, however, that the City agrees to continue the department's established policy of, absent unusual circumstances, using a four (4) hour call back block of time for call outs involving regular and direct law enforcement duties (not call outs for purposes of items such as meetings).

Section 5.4. When sick leave creates an open shift, and the open shift is in excess of four (4) hours, the open shift shall be filled in the same manner as Section 5.3. Unexpected and/or late notice shift vacancy call outs will be based on common sense and availability of the off duty officer.

Section 5.5. All hours worked in excess of eighty (80) hours in a two-week pay period shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. For the purpose of computing overtime, all approved absences with pay shall be counted as time worked.

Section 5.6. When a part-time employee is scheduled to cover a regular shift, all hours worked in that day in excess of the scheduled shift shall constitute overtime, except police security service assignments.

Section 5.7. Overtime is construed to be warranted only for the necessary completion of required assignments, according to Departmental policies and procedures, which assignments cannot reasonably be completed during the regular shift.

Section 5.8. An employee may elect to accumulate up to sixty (60) hours of compensatory time off in lieu of receiving payment for overtime worked. Employees shall

file time cards in a form prescribed by the City showing the time worked each day and whether they wish to accumulate compensatory time or be paid for overtime. Compensatory time off shall be taken at a time mutually agreed in advance between the City and the employee, provided, however, that compensatory time off must be used sometime within one (1) year of the date the compensatory time off was actually earned. If an employee does not use accumulated compensatory time off within one (1) year of the earning date, such compensatory time shall be cashed out by the City and paid to the employee. Employees shall be allowed to cash out accumulated compensatory time off at any time during the calendar year, provided the request for payment is set forth and processed on the employee's regular payroll time sheet.

ARTICLE 6

DISCHARGE AND DISCIPLINE

Section 6.1. The City shall not discipline or discharge any non-probationary employee except for just cause.

Section 6.2. In such cases, the City shall give prompt notice thereof to the employee, which notice shall state the reason for such action.

Section 6.3. The parties agree that employee access to and review of the employee's personnel record shall be governed by the provisions of state law commonly referred to as the Employee Right-To-Know Act of 1978, as amended.

ARTICLE 7

HOLIDAYS AND PERSONAL DAYS

Section 7.1. The following days are considered holidays:

New Year's Day (January 1)
Memorial Day
Independence Day (July 4)
Labor Day
New Year's Eve Day

Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day (December 25)

Section 7.2. Full-time employees shall be paid eight (8) hours pay for each designated holiday in addition to their pay for hours worked during that week. Part-time employees shall be paid double time for all hours worked on a recognized holiday.

Section 7.3. Any full-time employee who works on a designated holiday shall be entitled to time and one-half his regular hourly rate for all hours worked on such holiday, in addition to his regular holiday pay.

Section 7.4. To be eligible for holiday pay, a full-time employee must work his full schedule on the workdays immediately preceding and following the designated holiday unless excused.

Section 7.5. Full-time employees shall be entitled to take forty (40) paid personal hours each year. Request for personal hours [or compensatory time off, see Section 5.8] shall be answered within three working days by the Chief of Police or his designee. [It is understood that an employee might receive a "no" answer with a note that it may take more time to research possibilities for that time off.]

Section 7.6. A full-time employee scheduled to work on a holiday shall have the option of having the holiday off with pay provided a part-time employee is available and willing to work that shift in his place.

ARTICLE 8

VACATIONS

Section 8.1. Full-time employees shall be entitled to vacation with pay in accordance with their total length of service with the City as follows:

1 year of service	80 hours of vacation
6 years of service	88 hours of vacation
7 years of service	96 hours of vacation
8 years of service	104 hours of vacation
9 years of service	112 hours of vacation
10 years of service	120 hours of vacation
11 years of service	128 hours of vacation
12 years of service	136 hours of vacation
14 years of service	152 hours of vacation
15 years of service	160 hours of vacation

Section 8.2. A week of vacation shall be forty (40) hours of pay.

Section 8.3. Vacation checks will be issued when the vacation is taken, and the employee's rate of pay for vacation purposes will be the employee's rate at that time.

Section 8.4. Employees are required to take their vacations each year. All eligible employees must arrange for their vacation period in advance of the vacation date. Requests received by January 31 for vacations after that date will be scheduled by February 15 and, in case of conflict, will be scheduled in accordance with seniority. Requests for available vacation dates which are received after February 15 will be answered within three (3) working days of receipt of the request on a first come first serve basis. All vacation authorization must be given by the Chief of Police or his designee.

Section 8.5. Full-time employees who are drafted into military service shall be eligible to receive the full vacations to which they are otherwise entitled in the year in which they enter military service and also in the year they return to active full-time

employment with the City, provided, however, that no such employee shall receive more than one (1) full paid vacation in any calendar year.

Section 8.6. If an employee retires, quits, is discharged or dies without having used all of the vacation he had earned on his last anniversary date of employment, the amount of such earned but unused vacation pay shall be paid to him or his personal representative.

ARTICLE 9

SENIORITY

Section 9.1. Seniority shall be the length of continuous service of an employee in the employee's job classification.

Section 9.2. When a part-time officer is promoted to a full time officer, for purposes of accrued vacation benefits and rate of pay, the officer will receive six (6) months credit for every four (4) years of service as a part-time officer. This six (6) months credit for every four (4) years of service as a part-time officer is solely for (1) determining at what level of service years the former part-time officer will be initially placed in the vacation benefit schedule for purposes of eligibility for future vacation benefits; and (2) determining at what pay step the former part-time officer will be initially placed within the classification pay range.

Section 9.3. During the first twelve (12) months of continuous service, an employee will be on probation. During the probationary period, employees may be laid off or terminated by the City at its sole discretion without cause and without recourse to

the grievance procedure. Thereafter they shall acquire seniority and their names put on the seniority list.

If a part-time police officer goes to full time service, the probationary period shall be as follows: 0-2 years of part-time service shall be twelve (12) months; more than 2 years but less than 5 years of part-time service shall be nine (9) months; 5 years or more of part-time service shall be six (6) months. If the probationary period is not successfully completed, the employee may revert back to a part-time position without loss of seniority at the City's discretion. In the case of layoff of a full-time position, a probationary full-time employee may at his/her option revert back to a part-time position without loss of seniority unless the City has just cause to deny the reversion.

Section 9.4. If two (2) or more employees have the same seniority in the job classification, they shall be ranked on the seniority list alphabetically by last name.

Section 9.5. Employees shall lose their seniority for the following reasons:

- A. Discharge, if not reversed, or resignation.
- B. An employee absent for two (2) consecutively scheduled work days without notification of valid reason to the City for the absence, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of six (6) months or the length of the employee's total continuous service with the City, whichever is greater.

ARTICLE 10

LAYOFF AND RECALL

Section 10.1. For purposes of layoff and recall of employees, in the bargaining unit, the work force is divided into classifications of regular part-time police officers (as defined in Section 1.3, of the Agreement) and full-time police officers, and any new or changed classifications that may be added to the bargaining unit in accordance with the provisions of Section 30.1, of the Agreement.

When the City determines that it is necessary to lay off employees in a given classification in the bargaining unit, the layoff shall be made in the following manner:

1. Probationary regular part-time police officers.
2. Probationary full-time police officers.
3. Employees with the least amount of seniority in the affected classification shall be laid off unless a more senior employee lacks the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

Section 10.2. When it is determined by the City to increase the work force, prior to any new employees being added to a given classification, the employees laid off from the classification shall be recalled in inverse order of layoff, provided the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an efficient and effective manner.

Section 10.3. Employees who are on layoff on the vacation eligibility date and who are otherwise eligible for vacation pay will be paid vacation pay prorated on the basis of time worked.

Section 10.4. Employees who are laid off shall be eligible for recall to work in their classification for a period of six (6) months or the length of their length of continuous service with the City, whichever is greater.

Section 10.5. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority list.

ARTICLE 11

SICK LEAVE

Section 11.1. Full-time employees shall accumulate sick leave at the rate of .83 days (6.64 hours) for each month worked up to a maximum of eighty (80) hours per year. An employee who is off on paid sick leave shall be considered as having worked and shall be credited for such hours for purposes of determining his accumulated sick leave.

Section 11.2. An employee may accumulate up to six hundred and twenty (620) hours of paid sick leave.

Section 11.3. Upon the retirement from City service or death of an employee then actively employed by the City, the employee (or the employee's designated representative) shall be paid for all accumulated sick leave at the rate of one-half (1/2) of the employee's rate of pay at that time. For purposes of this Section, the term "retirement" shall be defined to mean the act of applying for retirement benefits for which the employee is eligible.

Section 11.4. Sick leave shall be used when the employee is unable to work because of sickness or injury. A day of accumulated sick leave will be canceled for each day of such paid absence. In the event the required absence is the result of any injury compensable under the worker's compensation system, any worker's compensation benefit for which the employee is eligible will be applied against the sick leave.

Section 11.5. Sick leave hours are not personal leave hours. Such hours may be used for absences required by the illness of a member of the employee's immediate family which requires the presence at home or the hospital of the employee to attend to the ill family member, provided that the employee has made reasonable efforts to obtain alternative care for the ill family member. A doctor's statement substantiating the need for absence may be required by the City in cases where the City has reason to believe that sick leave is being abused.

Section 11.6. Abuse of sick leave shall be grounds for disciplinary action.

Section 11.7. Extended sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the City's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twenty-four (24) months. The City may request as a condition of continuance of any extended sick leave proof of continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capability to perform their job, the City may require a medical examination by a physician of its choice and at its cost, and if it is determined by the examining physician that the employee is not fit for duty, require the employee to take an extended sick leave of

absence. During an extended sick leave without pay, an employee may keep the insurance coverages listed in Section 17.1 in effect by timely paying the required premiums, provided such extension is allowed by the master policies.

Section 11.8. To the extent required under applicable law, according to the federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as approved by law in all respects. It is understood that the City's FMLA policy in effect for its employees will be applied for employees covered under this bargaining agreement.

Section 11.9. The parties understand that the Americans With Disabilities Act requires covered entities to make a reasonable accommodation to otherwise qualified individuals with disabilities. When a proposed reasonable accommodation would affect a material substantial or significant change in working conditions (e.g. seniority rights) and therefore potentially conflict with this Agreement, the Union and the City will meet to discuss the request for a reasonable accommodation. An accommodation made to a qualified individual with a disability will not constitute a precedent with regard to other requests for reasonable accommodation under the Act.

ARTICLE 12

FUNERAL LEAVE

Section 12.1. A full-time employee will be granted up to three (3) days of paid leave on the occasion of the death of any member of his immediate family (spouse, parent or dependent child) or any other relative who lives in the employee's household and up to two (2) days paid leave in the case of the death of his brother, sister, or

non-dependent child. The employee will be granted one (1) day of paid funeral leave in order to attend the funeral of a grandparent or grandchild. For purposes of paid leave under this Section, a "day" shall be defined as the number of straight-time hours the employee was otherwise scheduled to work.

Section 12.2. Additional hours of paid absence charged to accumulated sick leave which are required in order to attend funerals may be granted by the Chief of Police.

ARTICLE 13

JURY DUTY LEAVE

Section 13.1. Employees who are summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For time an employee serves as a juror when he otherwise was scheduled to work, the employee shall be paid for each day spent performing jury duty in an amount equal to the employee's straight-time regular rate of pay for the number of straight-time hours the employee was otherwise scheduled to work. The employee shall turn over to the City all juror fees that he receives from the court other than mileage. In order to receive jury duty pay, an employee must (1) give the Chief of Police advance notice of the time that he is to report for jury duty, (2) give satisfactory evidence that he served as a juror at the summons of the court on the day he claims such pay, and (3) return to work promptly if, after he is summoned by the court, he is excused from jury service.

absence for the purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Chief of Police.

ARTICLE 17

HOSPITALIZATION, DENTAL, DISABILITY, EYE AND LIFE INSURANCE

Section 17.1. Existing hospitalization, dental, disability and life insurance for full-time employees and their eligible dependents shall be continued, at City expense, with the City paying the cost thereof. The City shall upgrade to a Delta 80/20 co-pay dental plan from the Delta 50/50 co-pay dental benefit plan previously provided for in the prior collective bargaining agreement. It is understood that this does not commit the City to the principle of paying the full cost of such insurance after the expiration date of this Agreement. The City retains the right to change insurance carriers so long as the overall level of benefits is not significantly reduced as a result. The terms and conditions of the master policies shall control eligibility and benefits. The City shall provide for each full time employee a double-indemnity term life insurance policy in the amount of Thirty-Five Thousand Dollars (\$35,000.00).

Section 17.2. The City shall reimburse the employee up to \$50.00 every other year toward the cost of a personal eye exam. The City will reimburse the employee up to \$125, every other year, toward the cost of prescription eyeglasses or contact lenses, provided that a prescription change is necessary and further provided that the type the employee purchases is approved by the City. The word "year," as used in the phrase "every other year" means a period commencing July 1 of one calendar year and ending

June 30 of the next calendar year. The employee seeking reimbursement for prescription eyeglasses or contact lenses must provide verification of the date of the purchase. This can be provided by a receipt showing date of purchase.

Section 17.3. The City will continue its present liability insurance coverage for police officers while acting in their official capacity.

Section 17.4. The City will make available to employees, at its expense, hepatitis-B immunization. Participation in the immunization program is voluntary.

Section 17.5. The City will provide for full-time officers, at its expense, a long-term disability policy after 90 calendar days, and a 60% benefit level to age 65 computed on base monthly compensation with a maximum monthly limit of \$5,000.00.

ARTICLE 18

RETIREMENT

Section 18.1. The City shall participate in the B-2 Plan of the Michigan Employee Retirement System (MERS), in accordance with the terms and conditions of that Plan.

Effective within a reasonable period of time following July 1, 1999, in the second (2nd) year of this Agreement, the City shall convert from the B-2 Plan to the B-3 MERS Plan in accordance with the terms and conditions of that Plan. The City will also provide a F55/25 Rider benefit effective July 1, 2001.

Section 18.2. The City will continue to contribute its share of the cost of such Plan for full-time employees.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 19.1. A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific Article or Section of this Agreement.

Section 19.2. No Strike. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee members, stewards, nor the employees covered by this Agreement, will for any reason directly or indirectly call, sanction, approve, ratify or engage in any full or partial or intermittent strike. The term "strike" shall be defined to mean any activity resulting in a failure to report for duty, absence from a position or a stoppage of work or the abstinence in whole or in part from the full and proper performance of duties and assignments. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph of this Section is intended to include, but not limited to, activities such as, sympathy strikes, unfair labor practice strikes and the refusal of an employee or employees to cross any type of picket line whether established at the City's premises or facilities or at any other location where employees are expected to perform their duties and assignments.

This Section of this Agreement is separate from and in addition to any statutory provisions under State law which prohibit strikes and related action interfering with the normal operations and services of the City and the full and proper performance of job duties by employees.

Section 19.3. Any grievance or complaint shall be discussed with the Chief of Police for settlement. Any employee or group of employees who have a grievance may

be accompanied by their Steward, if so desired, and must discuss it with the Chief of Police within ten (10) working days from the date of occurrence. The Chief of Police shall investigate and advise the grievant(s) and Steward of the disposition of the complaint within ten (10) working days after it was submitted to him. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

Section 19.4. Step #1. If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing and shall include: the time, date, alleged contractual violation(s), written rule or regulation or condition of employment that is the basis of the grievance, facts that gave rise to the grievance, and remedy desired, and shall be signed by the aggrieved employee.

Written grievances shall be presented to the Chief of Police promptly and in all cases no later than ten (10) working days from the date that the Chief of Police gave his verbal response. The Chief of Police shall give his written answer within ten (10) working days of the grievance to the grievant(s) and Union Steward.

Step #2. If the grievance disposition given in Step #1 is not considered satisfactory, the grievance may be advanced by the Union Steward to the City Manager no later than ten (10) working days following the Chief's answer in Step #1. The City Manager (or designee) may elect to meet with the Union Steward within ten (10) working days of his receipt of the grievance. Any meeting with the City Manager (or designee) at this Step shall be restricted to the grievance at issue. The City Manager shall give a written answer to the Union Steward within ten (10) working days after the meeting.

Step #3. If the grievance disposition given in Step 2 is not considered satisfactory, the Union may appeal the grievance to arbitration within ten (10) days after receipt of the decision of the City Manager (or designee). The parties shall meet to select, by mutual agreement, an arbitrator to decide the matter in dispute. If no agreement is reached within fifteen (15) working days, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of arbitrators. A copy of the request shall be given to the City Manager. Upon receipt of the list of arbitrators, the Union and the City shall alternately strike names from the list, with the right of first strike to be decided by a flip of the coin. After the names have been struck by each party, the remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify FMCS of the selection. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee(s), the Union and the City.

Section 19.5. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, as written, or of any supplementary agreement. The arbitrator shall have no power to establish wage rates unless it is provided for in this Agreement.

Section 19.6. Expenses of the arbitrator, if any, shall be paid by the losing party, or as otherwise directed by the arbitrator. Each party shall make arrangements for and pay the expenses of the witnesses who are called by them.

Section 19.7. Failure of either party to initiate or follow the steps and time limits allowed and outlined herein shall result in the following:

- A. In the event the Union does not initiate or appeal a grievance within the time limits in the fashion required, the grievance shall be considered as void

if not timely initiated or as being settled on the basis of the City's last answer if not timely appealed.

- B. If the City does not respond within the time limits or in the fashion required for each Step, the Union may advance the grievance to the next Step in the process.

Section 19.8. Time limits in the grievance procedure may be extended by mutual consent of both parties in writing and signed by both parties, and any required meeting date, within such extended time limits, shall be mutually agreed upon. For the purposes of time limits only within the grievance procedure, whenever the term "working days" is used, it shall mean Monday through Friday, inclusive, except for holidays, which are excluded.

Section 19.9. It is understood and agreed that any grievance settlement arrived at hereunder between the City and the Union is binding upon both parties and cannot be changed by the individual employee.

ARTICLE 20

COURT APPEARANCES

Section 20.1. An employee who is required to make a court appearance in connection with his duties as a City employee outside his regularly scheduled work hours will be paid two (2) hours straight time pay for the first hour and time and one-half for all additional time so required, provided he works or is paid for all of his regularly scheduled hours that week. The City Attorney or Prosecuting Attorney in charge of the matter shall certify the time involved. Any witness or other fee which is paid by the court to the employee for such appearance shall be turned over to the City.

ARTICLE 21

AUTOMOBILE ALLOWANCE

Section 21.1. When an employee is required by his supervisor to use his personal automobile for City business because no City vehicle is available for that purpose, he/she shall be reimbursed at the Internal Revenue Service rate per mile driven for such purposes.

ARTICLE 22

UNIFORMS AND EQUIPMENT

Section 22.1. The City will supply each full-time police officer the following items of clothing and equipment:

- a. Pants (3 each)
- b. Summer Shirts (3 each)
- c. Winter Shirts (2 each)
- d. Ties (3 each), 1 Tie Clasp
- e. Hat (summer and winter)
- f. Summer Jacket
- g. Winter Jacket
- h. Rain Coat
- i. One Shooting Badge
- j. Badges (2 each), Hat & Chest (City may substitute jacket patch)
- k. Name Tags (2 each)
- l. Whistle with Chain
- m. Key Carrier (1 each)
- n. Handcuffs With Case, Ammunition Pouch, Ammunition (replaced every year), Holster, Gunbelt, 4" Belt Keepers
- o. One Service Pistol
- p. Laminated ID Card
- q. Flashlight and Baton Loops
- r. Bulletproof Vest

The above items will be replaced as needed. The brand, color, style and nature of all items of uniform and equipment worn or used by all police officers will be as determined by the City.

Section 22.2. The City will supply each part-time police officer with the following items:

- a. Pants (1)
- b. Summer Shirts (2)
- c. Winter Shirt (1)
- d. Ties (2)
- e. Tie Clasp (1)
- f. Summer Jacket
- g. Winter Jacket
- h. Garrison Hat
- i. Winter Hat
- j. Chest Badge (2) (City may substitute jacket patch)
- k. Hat Badge
- l. Leather Goods as Required by Department
- m. Service Pistol (1) and Ammunition
- n. Bullet-Proof Vest (1)
- o. ID Card

The above items will be replaced as needed. The brand, color, style and nature of all items of uniform and equipment worn or used by all police officers will be as determined by the City.

Section 22.3. The City shall make available a shooting range for all police officers who are required to meet State certification requirements.

Section 22.4. The City shall provide a locker for each bargaining unit employee.

Section 22.5. When an employee travels out of the City overnight for authorized training purposes, his work day shall be considered to be eight (8) hours. Before an employee goes on any out-of-town training or education assignment which does not

involve remaining overnight, the amount of time to be used for such purpose (travel, meals, training, etc.) shall be agreed upon in advance with the Police Chief.

Section 22.6. The City will reimburse each officer for the purchase of approved footwear, up to One Hundred Fifty Dollars (\$150.00) every other year, upon the presentation of an appropriate receipt or other proof of purchase acceptable to the City. The word "year," as used in the phrase "every other year" means a period commencing July 1 of one calendar year and ending June 30 of the next calendar year. The employee seeking reimbursement for approved footwear must provide verification of the date of the purchase. This can be provided by a receipt showing date of purchase.

ARTICLE 23

PERSONNEL FILES

Section 23.1. The parties agree that the Employee Right to Know Act, Act 397 of the Public Acts of 1978, as amended, shall govern access and review by an employee of the employee's personnel records. Any request by an employee to review the employee's personnel file shall be in writing and submitted to the Chief of Police. The City shall, upon request, supply copies of the employee's personnel records to the employee.

For current and future police officers, no record, statement or notation of preexisting disciplinary records will be maintained in one's personnel file after the disciplinary record is removed according to the related policy set forth in the City's Personnel Manual.

ARTICLE 24

SPECIAL CONFERENCES

Section 24.1. Special conferences may be arranged by mutual agreement between the parties. Arrangements for special conferences shall be made reasonably in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Special conferences shall occur within fifteen (15) days of the request.

ARTICLE 25

BULLETIN BOARDS

Section 25.1. The City agrees that the Union may use existing employee bulletin boards to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections.

ARTICLE 26

SUPPLEMENTAL AGREEMENTS

Section 26.1. All supplemental agreements modifying this Agreement shall be in writing and are subject to approval by the duly authorized representatives of the Union and the City.

ARTICLE 27

ENTIRE AGREEMENT

Section 27.1. During negotiations each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in

further collective bargaining as to any matter whether mentioned herein or not except as such bargaining is provided for herein.

ARTICLE 28

VALIDITY

Section 28.1. The provisions of this Agreement shall supersede any existing rules and regulations, policies and procedures of the City and/or any of its boards or agencies which may be in conflict therewith.

Section 28.2. If any Article or Section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be enjoined by such tribunal, the remainder of the Agreement and addendums 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 Article or Section.

ARTICLE 29

GENDER

Section 29.1. Throughout this Agreement, the use of a masculine term includes reference to the feminine gender.

ARTICLE 30

NEW OR CHANGED CLASSIFICATIONS

Section 30.1. The parties will negotiate as to whether a new and/or changed classification should be in or out of the Bargaining Unit. Disputes as to whether a new and/or changed classification should be in or out of the Bargaining Unit shall be resolved

by the Michigan Employment Relations Commission in accordance with their applicable procedures.

Section 30.2. The parties will negotiate as to the salary range for all new or changed classifications determined to be included in the Bargaining Unit.

ARTICLE 31

SHIFT SCHEDULES AND SECURITY SERVICES

Section 31.1. Shift Schedules. Shift schedules will be posted for not less than a sixty (60) day period, fourteen (14) days in advance. Notwithstanding the above, the Chief of Police will have authority to make changes in shift assignments, at any time, when the same is necessary to handle any of the following:

1. The addition, deletion or reclassification of employees.
2. Unexpected changes in management or department operational needs.
3. The illness, absence or other inability of management or any employee to perform regularly scheduled work assignments.

Once the shift schedule is posted, no changes due to officer court appearances will occur within twenty-four (24) hours of the start of the employee's normally scheduled shift, unless the Chief of Police and affected employee mutually agree. This paragraph of this Section does not apply to overtime situations, call-ins or emergency circumstances.

Section 31.2. Security Services for Non-Profit Entities or Organizations. Police security service assignments (those not part of the regular work shift) for a non-profit entity or organization are not considered applicable to normal scheduling provisions.

When police security services are requested by a non-profit entity or organization and such request is approved by the City, the following scheduling provisions will be utilized:

1. Notice of the event or events and the particular dates, times and length of desired security services will be posted as soon as practically possible by the Chief of Police or designee.
2. Security services will be offered to officers (full time officers and part-time officers and unclassified reserves) in order of actual seniority date, without regard to rank or status. If more than one date for service is available, it will be distributed to all officers interested in the assignment equally. If the schedule is not filled within fifteen (15) days of the event, the Chief of Police may cancel the event or assign an officer by inverse order of seniority of available officers. All security service events shall include at least one (1) full time or part-time officer, provided, however, that the City reserves the right to assign from time to time only unclassified reserve officers to such events upon mutual agreement of the Chief of Police and an officer of the Hudsonville unit.
3. Changes in schedules may be accomplished, at any time, through the regular change request procedure.
4. Officers performing security services will be paid a minimum three (3) hours pay at time and one-half (1-1/2) the officer's straight time regular rate of pay for each individual assignment. The time and one-half rate (or any overtime rate) does not apply to part-time officers and unclassified reserves performing security services. The special premium pay provisions set forth in Article 7 of the Agreement for regular duty work actually performed on a designated holiday do not apply to police security service work performed on a designated holiday.
5. All such security work for a non-profit entity or organization will be considered City employment. All security service work performed for a profit entity or organization will be considered private, secondary non-City employment.

Notwithstanding the above, the Chief of Police will have authority to make changes in assignments, at any time, when the same is necessary to handle any of the following:

1. The addition, deletion or reclassification of employees.

2. Unexpected changes in management or department operational needs.
3. The illness or other inability of management or any employee to perform regularly scheduled work assignments.

ARTICLE 32

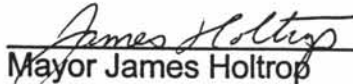
DURATION

Section 32.1. This Agreement shall remain in effect until June 30, 2002, 11:59 p.m. It shall not continue in effect after that date unless replaced by a signed, written Agreement.

Section 32.2. Negotiations on an extension or renewal of this Agreement shall begin on or after May 15, 2002, provided that either party gives written notice of intention to extend or renew at least sixty (60) days in advance thereof.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized representatives this 15TH day of SEPTEMBER, 1998.

CITY OF HUDSONVILLE



Mayor James Holtrop



Clerk Sherry Jonkers

POLICE OFFICERS LABOR COUNCIL



Labor Representative



Bargaining Committee Member 9/22/98

CITY OF HUDSONVILLE
 WAGE SCALES - POLC AGREEMENT
 7/1/98 - 6/30/02

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	6 Mos.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.

FULL/TIME POLICE OFFICER:

Current	13.53	14.21	14.94	15.68	16.46	17.28
07/01/98	13.96	14.66	15.39	16.16	16.97	17.82
07/01/99	14.39	15.11	15.87	16.66	17.49	18.37
07/01/00	14.84	15.58	16.36	17.18	18.04	18.94
07/01/01	15.30	16.06	16.87	17.71	18.59	19.52

PART/TIME POLICE OFFICER:

Current	10.54	11.08	11.62
07/01/98	10.87	11.41	11.98
07/01/99	11.20	11.76	12.35
07/01/00	11.55	12.13	12.73
07/01/01	11.91	12.50	13.13