

6/30/93

26 June 1991

SETTLEMENT AGREEMENT

A SETTLEMENT AGREEMENT, made this 26th day of June 1991, by and between the CITY OF KENTWOOD AND FRATERNAL ORDER OF POLICE, STATE LABOR COUNCIL AND LODGE NO. 173, as follows:

1. The terms and conditions contained in the parties collective bargaining agreement for the term July 1, 1989 through June 30, 1991 are incorporated herein except as that Agreement is modified by the terms of this Settlement Agreement.
2. Modify Section 7.3 by adding the following sub-section (d):

Errors or omissions in overtime opportunity shall be remedied by offering the employee the next available overtime opportunity rather than payment of compensation.
3. Modify Section 7.8 to read:

Notwithstanding any provision of this Agreement to the contrary, the Employer reserves the right to change any employee's schedule to accommodate training programs by (a) reassigning off duty days, (b) changing starting or quitting times, (c) changing hours from 10 to 8 or visa versa. The Employer agrees that employees shall have at least two consecutive days off duty.
4. All provisions and references to EMT III shall be deleted from the Agreement.
5. The parties will sign a Letter of Understanding regarding Police Cadet Duties which will include the provisions of the Chief's memorandum dated May 21, 1991 to David Peuler but modified by deleting the phrase "and transporting" from paragraph 5 and adding paragraph 6, monitoring garbage collections within the city.
6. Modify Section 9.3, Paid Sick Leave, by changing accumulation from one and one-half days for each month to one day per month. Also increase the maximum accumulation from 200 days to 230 days. Modify sub-section (c) by changing \$1.00 to \$1.50.
7. Modify Section 11.3 by changing 160 hours to 200 hours.
8. Increase term life insurance from \$25,000. face amount of policy to an amount equal to the employee's annual straight time base pay.

Kentwood, City of

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9. Change Section 12.7, Retiree Health Insurance by increasing the \$3.00/\$100. to \$3.50/\$125. Effective July 1, 1992 increase these amounts to \$4.00/\$150.
10. Modify Section 12.6, Dental Plan, by changing \$600. per family member per contract year to \$800. per family member per contract year.
11. Change \$10,000. base in Section 13.3, Longevity Base, to \$15,000.
12. Effective July 1, 1992 increase the Pension multiplier for normal retirement benefits from two and two tenths percent (2.2%) to two and three tenths percent (2.3%). Also increase years of service in sub-section (d) from 26 to 27.
13. Effective the first pay period on or after July 1, 1991, increase all wage rates by four (4%) percent. Effective the first pay period on or after July 1, 1992, increase all wage rates by three and one-half (3.5%) percent.
14. This Settlement Agreement is subject to ratification by the bargaining unit and the City Commission.

FRATERNAL ORDER OF POLICE

D. Linder
Ben Chapman
[Signature]
Bruce Spray
PAJ
Ed L. Maw

CITY OF KENTWOOD

[Signature]
[Signature]

Note: RE: TP 4 - P.D. will continue
 EMT Service with payments until official
 change of EMT Service to fire department

[Signature]

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6/30/91

A G R E E M E N T

between

CITY OF KENTWOOD

and

FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN LABOR
COUNCIL AND LODGE NO. 173

Kentwood, City of

Effective: July 1, 1989 through June 30, 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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KENTWOOD LABOR CONTRACT

AN AGREEMENT, entered into this _____ day of _____, 1990, effective July 1, 1989, by and between the CITY OF KENTWOOD, hereinafter called "City" or "Employer," and the FRATERNAL ORDER OF POLICE, STATE LODGE OF MICHIGAN LABOR COUNCIL AND LODGE NO. 173, together hereinafter called the "Association", as follows:

PREAMBLE

It is the intent and purpose of this City and the Association to work together harmoniously and to maintain a mutual advantageous relationship; and subject to the law and the requirements of public service, relationships can be improved by providing employees with an opportunity for greater participation and formulation and implementation of policies affecting the conditions of their employment.

RECOGNITION

Section 1.1 Collective Bargaining Unit. The City hereby recognizes the Association and the Fraternal Order of Police, State Lodge of Michigan Labor Council and Lodge No. 173, together hereinafter referred to as the "Association", as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

All full-time police officers and EMT III of the City of Kentwood occupying the rank of patrolman, detective and sergeant, BUT EXCLUDING the Police Chief, lieutenant and other supervisors, all clerical employees and all other employees.

REPRESENTATION

Section 2.1 Negotiation Committee. The City agrees to recognize the negotiating committee composed of five (5) employees, one of whom may be the President of the Association and at least one employee from each classification. The negotiating committee shall represent the Association in meetings with the City for the purpose of collective bargaining and to process grievances in accordance with the grievance procedures in this Agreement. The Association shall designate one member of the bargaining committee as its chairman and agrees no Association member shall be eligible to serve on the bargaining committee until he has completed the twelve-month probationary period and attains the status of full-time regular patrolman. The Association shall advise the Employer in writing of the names of its committee members. The Association may have representatives from the Labor Council.

Section 2.2 Grievance Committee. The City agrees to recognize the Grievance Committee composed of the Association's Executive Board. The Grievance

Committee shall assist members with the processing of grievances in accordance with the grievance procedure set forth in this Agreement. The Association shall notify the Employer in writing of the names of the Committee members.

ASSOCIATION SECURITY

Section 3.1 Association Membership. It shall be a condition of employment that all present and past members of the council in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the council or pay to the council each month a service charge in the amount of the regular monthly council dues within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is later.

Section 3.2 Dues Checkoff.

(a) During the life of this Agreement, the City agrees to deduct Association membership dues levied uniformly by the Association in accordance with the constitution and by-laws of the Association from the pay of each employee who has executed or who executes an authorization for checkoff of dues form, certified to the City by the treasurer of the Association. The deduction of dues shall cover the current pay period for which the dues deduction is made. The authorization for checkoff of dues may be revoked by the employee upon thirty (30) days' written notice to the City or upon termination of this Agreement, whichever occurs first, unless a different time period is or may be established by law.

(b) The foregoing deduction, uniformly levied, shall be made bi-weekly unless otherwise agreed. The amount deducted by the City, together with the list of employees from whom wage deductions have been made, shall be transmitted to the treasurer of the Association within a reasonable time after said deductions are made.

(c) The Association agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance in any list, notice, certification, or authorization furnished under these provisions. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

(d) The City will make available to the treasurer of the Association names of all employees separated from the payroll, recalled or hired, on layoff or approved leave of absence.

RESERVATION OF RIGHTS

Section 4.1 Management Rights.

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

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

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

GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 5.2 Grievance Procedure. All grievances shall be handled in the following manner:

Step I.

Verbal Procedure. An employee with a grievance shall, within fifteen (15) days of the occurrence of the incident which gave rise to the grievance, discuss it with the Chief of Police or his designated representative, with the object of resolving the matter informally. If requested, a member of the Grievance Committee may be present. The Chief or his designated representative shall give an answer within seven (7) days.

Step II.

Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, the grievance shall be reduced to writing and submitted to the Chief of Police within five (5) days after receipt of the answer in the verbal step. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement by appropriate reference and state the contention of the employee or Association with respect to those provisions, indicate the relief requested and be signed by the aggrieved employee or a member of the Grievance Committee. The Police Chief shall place his written answer on the grievance form and return it to the aggrieved employee or Grievance Committee member within ten (10) days.

Step III.

If the grievance is not satisfactorily resolved at Step II, it may be appealed by submitting the grievance to the Mayor within ten (10) days following receipt of the City's answer in Step II. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Association Grievance Committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The City shall place its written answer on the grievance and return the grievance to the Grievance Committee within ten (10) days after the meeting.

Section 5.3 Arbitration Request. The Association may request arbitration of any unresolved grievance which is arbitrable, by giving written notice of its intent to arbitrate during the term of this Agreement within twenty (20) working

days following receipt of the City's disposition in Step III of the grievance procedure or upon the City's failure to schedule a Step III meeting within a reasonable period of time. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

Section 5.4 Selection of Arbitrator. If a timely request for arbitration is filed by the Association, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Association and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

Section 5.5 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the City and employees in the bargaining units, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator on a grievance involving a continuing violation shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.6 Time Computation. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the grievance procedure.

Section 5.7 Time Limitations. The time limits established in this grievance procedure shall be followed by the parties hereto. If the Association fails to present a grievance in time or advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 5.8 Grievance Resolution. All grievances which are satisfactorily resolved at any step of the grievance procedure, if the grievance has economic implications, must be approved in writing by the City Commission at its next regularly scheduled meeting before they are binding on the City. The time

limits set forth in the grievance procedure shall be stayed during the period in which such grievance resolutions are referred to the City Commission under this Section.

Section 5.9 Lost Time. The City agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while processing a grievance, provided, however, the City reserves the right to revoke this benefit if, in its judgment, the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

Section 5.10 Multi-Forum. The Association acknowledges on behalf of itself that Arbitration is provided herein as the resolution vehicle for grievances concerning the application and interpretation of this Agreement. In consideration for arbitration, it is agreed that any claim arising under this Agreement may be submitted initially and not as a matter of review or appeal, to only one forum. If arbitration is selected, right to pursue the claim in any other forum is waived. If another forum is selected, right to arbitration under the Agreement is expressly waived. This Section is not intended to infringe upon any individual's right under State or Federal Law.

NO STRIKE - NO LOCKOUT

Section 6.1 Prohibitive Conduct.

(a) The Association acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of prohibition of strikes in Act 336, State of Michigan Public Acts of 1946, as amended, and its commitments hereunder, the Association agrees that neither it nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

HOURS OF WORK AND OVERTIME

Section 7.1 Workday-Workweek. An employee's normal workday shall consist of eight (8) consecutive hours including lunch and breaks. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. The official workweek shall be forty (40)

hours per week. For purposes of overtime premium pay, this definition shall not apply where:

(a) An employee's regular shift is changed at his request.

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

Section 7.2 Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Chief of Police or his designated representative.

Section 7.3 Overtime Opportunity.

(a) Scheduled Overtime shall be offered as equally as possible to all available officers in the same rank and classification who have the necessary qualifications to perform the required work on a rotation basis starting first with the employees with the greatest seniority. (For purposes of this Section only, detective shall be considered as a classification.)

(b) Unscheduled Overtime to fill in for absenteeism on normal duty assignments on road patrol shall be normally filled by offering, on a seniority basis, one-half (1/2) of a shift to those officers on duty and the other one-half (1/2) of a shift to those officers who are scheduled to work on the shift immediately following. This procedure may be altered or the amount of overtime offered varied, if, in the discretion of the Chief, the circumstances warrant.

(c) Scheduled overtime is that overtime determined by the Employer with twenty-four (24) hours or more advance notice of when overtime is to be worked.

Section 7.4 Overtime Premium.

(a) Time and one-half the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday, subject to the definitions in Section 7.1 above.

(b) With the permission of the Chief of Police, an employee may, in lieu of payment for overtime as provided in subsection (a) above, receive compensatory time off at time and one-half (1-1/2).

(c) An employee's regular straight time rate of pay shall be determined by dividing his annual salary by 2080 hours.

(d) There shall be no pyramiding or duplication of overtime or call-back pay.

Section 7.5 Call In - Call Back. An employee who is called in for emergency duty on his day off or who is called back to work after completing his regular eight (8) hour shift, shall receive a minimum of two (2) hours' pay or work at the overtime premium rate. No compensatory time shall be allowed in lieu of such guarantee.

Section 7.6 Work Schedules. Work schedules shall be determined by the Chief so that employees are scheduled for a yearly average of forty (40) hours per week with eight (8) hours in a workday. The City will attempt to post regular work schedules excluding overtime, fourteen (14) calendar days in advance of the occurrence, but this shall not restrict the City's right to change the work schedule if circumstances require.

Section 7.7 Shift Preference Selection.

(a) The Employer shall have the right to freely determine, establish and modify scheduling and manpower requirements, including but not limited to, number of shifts, starting and quitting time for each shift, and manpower requirements for each shift, including the complement of specialized trained personnel.

(b) For purposes of this Section, an employee's normal "tour of duty" shall be defined as a period of 160 hours of work in a period of twenty-eight (28) consecutive days. No employee shall be eligible to apply for a shift preference until he has completed his probationary period. Shift preference requests will be granted by the Employer if there is an employee with less seniority working on the requested shift in the same classification subject to the conditions set forth below.

(c) Employees eligible to apply for a shift preference will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training other than normal duty or are on special assignment which necessitates their continuing work on the shift requested by the senior employee.

(d) All applications for a shift preference must be submitted in writing to the applying employee's immediate supervisor at least two (2) weeks in advance of the period requested. Shift preference requests will cover a period of two (2) separate "tours of duty", and eligible employees may designate a separate preference for each separate tour of duty. Probationary employees will be "slotted into" the Employer's schedule after seniority employees have been given an opportunity to select their preferred shift.

(e) In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off duty from the end of their old shift to the start of their new shift. The parties recognize, however, that this goal cannot always be accomplished. Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back"

shifts. The Employer shall not be liable for overtime premium pay under Section 7.4 of this Agreement as a result of its implementation of shift preference requests.

Section 7.8 Weekly Training Schedule. Notwithstanding the provisions of this Agreement to the contrary, the Employer reserves the right to assign an employee to a five (5) day, eight (8) hour schedule whenever said employee is assigned to attend a weekly training program.

SENIORITY

Section 8.1 Seniority Definition. Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 8.2 Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his last date of hire. The Association shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement.

Section 8.3 Seniority List. The seniority list for each bargaining unit shall show the names, classifications and rank of all employees in the bargaining unit. The Employer will keep the seniority lists up-to-date from time to time and will furnish to the Association an up-to-date list at least once per year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. In determining rank seniority, employees who are promoted on the same date shall be placed on the rank seniority list according to their total length of service with the Employer.

Section 8.4 Loss of Seniority. An employee's seniority with the Employer shall terminate for the following reasons:

- (a) He quits or retires.
- (b) He is discharged or terminated.
- (c) He is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed to limit the Employer's right to issue discipline for any unjustified absence.
- (d) He fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.

(e) He is on layoff or unpaid leave of absence for a period of twenty-four (24) consecutive months.

Section 8.5 Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

(a) The first employee to be laid off shall be the probationary employee. If further layoffs are necessary, the Employer agrees to lay off the employee with the least seniority in the rank and classification affected, provided, however, the senior employee has the experience and training to perform the required work.

(b) If it is necessary to reduce a sergeant from the police force, such employee may replace a patrolman if he has the greater seniority and the experience and training to perform the required work. A sergeant who replaces a patrolman under the procedure established herein shall receive the patrolman's rate of pay.

(c) Whenever practicable, the Employer agrees to give two (2) weeks, fourteen (14) days', advance notification of layoff.

Section 8.6 Recall. Recall to work shall be accomplished in the following manner:

Employees with the greater seniority in the rank and classification affected shall be recalled first and thereafter in the order of the employee's seniority, provided, however, that the recalled employee has the experience and training to perform the required work.

Section 8.7 Transfer from the Bargaining Unit. If an employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position. The Association acknowledges, however, that the Employer retains the sole right to determine the wages, hours and conditions of employment for all non-bargaining unit employees including the right of whether the employee can return to the bargaining unit.

Section 8.8 Promotions to Sergeant. Vacancies in the rank of sergeant shall be filled in the following manner:

(a) All employees employed in the classifications or rank of Detective, EMT III and patrol officer and who have been employed within the Kentwood Police Department for a period of four (4) consecutive years prior to the date of the written examination, may participate in the promotional procedure.

(b) The promotional procedure shall consist of a competitive process to determine a pool of the most qualified applicants. The procedure shall include a written examination, Oral Board Examination and consideration of seniority. In determining each applicant's score, weight shall be assigned to the listed factors as follows:

- (1) written examination - 50%
- (2) oral examination - 40%
- (3) seniority - 10%

(c) Written Test. The written test shall be developed by the Chief and shall relate to law enforcement with emphasis on police supervision.

(d) Oral Board. An applicant who has achieved a passing score on the written examination may participate in the Oral Board Examination. The Oral Board shall be composed of police supervisory and mid-level managers from departments outside of the City.

(e) Seniority. Upon satisfactory completion of the written and oral examination, the seniority factor will be computed into the aggregate score by awarding one point for each consecutive year of K.P.D. service up to a maximum 10.

(f) Selection Process. The five (5) highest ranking applicants shall constitute a pool of applicants from which the Chief shall select the person who will be awarded the rank of Sergeant. The Chief shall have absolute discretion in his selection from among the five (5) highest ranking applicants and shall not be limited to the order of ranking among the five.

(1) Following selection of one candidate, the applicant who had ranked sixth, will then be added to the pool list and will be eligible for consideration during the next opening that occurs during the active period of the pool list.

(2) The pool list shall remain active for a period of two (2) years from the date that it was posted following the promotional procedure. However, in the event that there are fewer than five (5) applicants within the pool, at the discretion of the Chief, the pool list may be voided and a new promotional process conducted.

LEAVES OF ABSENCE

Section 9.1 Seniority Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.2 Personal Leave. An employee may be granted a personal leave of absence without pay upon approval by the Chief and Mayor. A request for a personal leave of absence shall be in writing, stating the reason for such leave and signed by the employee. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave or other fringe benefits. During personal leave of absence in excess of thirty (30) days, the employee shall be responsible for his insurance premiums. Failure to provide the

insurance premiums will result in discontinuance of the employee's coverage. All leaves of absence, including disability and educational leave, not otherwise specifically provided herein, shall be considered a personal leave and subject to rules provided herein. Disability due to pregnancy shall be treated as any other disability.

Section 9.3 Paid Sick Leave. Commencing the first full month following the completion of ninety (90) days of employment, an employee shall be credited with three (3) days of paid sick leave and shall thereafter earn paid sick leave credits at the rate of one and one-half days (12 hours) for each month worked, excluding leaves of absence, up to a maximum accumulation of two hundred (200) days.

(a) Paid sick leave is a benefit to be used when an employee is incapacitated from the safe performance of his duties because of illness or non-work connected injury.

(b) Subject to the Chief's prior approval, paid sick leave may be used in the case of emergencies in the employee's immediate family when such emergency reasonably requires the employee's absence from work in order to cope with the emergency.

(c) Any officer with more than ten (10) years' continuous service who dies or retires, payment of unused and accumulated sick leave will be paid to the officer or his estate at the rate of One Dollar (\$1.00) per day of accumulated sick leave up to a maximum of ninety (90) days times the actual continuous years of employment with the City.

(d) It shall be the employee's responsibility to establish to the City's satisfaction evidence of eligibility for paid sick leave in accordance with the conditions of this section.

(e) For an officer completely and totally disabled in the line of duty, the City shall supplement his Worker's Compensation benefits by an award of the difference between his regular straight time pay and his Worker's Compensation benefits for a period not to exceed six (6) months.

Section 9.4 Funeral Leave. A leave of absence shall be provided for up to three (3) days immediately following the date of death in the employee's immediate family. If time is lost from the employee's work schedule, the City shall pay for sixteen (16) hours and the balance of time lost shall be deducted from the employee's accumulated sick leave. If out-of-state travel is necessary, the leave may be extended to five (5) days, upon approval of the Chief. Immediate family shall include: current spouse, children, father, mother, sister, brother, grandchildren, grandparents, mother-in-law, and father-in-law.

Section 9.5 Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the

employee receives from the Court, including mileage, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

(a) Give the Chief reasonable advance notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and

(c) Return to work promptly if after he is summoned by the Court, he is excused from jury duty service.

HOLIDAYS

Section 10.1 Recognized Holidays. The following holidays shall be recognized by the City, and all employees who are not scheduled to work shall receive eight (8) hours of pay at their regular rate. Employees who are scheduled to work shall receive time and one-half (1-1/2) their regular rate for all hours worked on such holidays and shall receive a day off at their regular rate for eight (8) hours scheduled with the Chief's approval:

New Year's Day	Labor Day
Geo. Washington's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three (3) Floating Days

Section 10.2 Holiday Observance. If one of the specified holidays falls on a Sunday, the following Monday shall be observed as the holiday (other than Easter). If any of the specified holidays fall within an employee's approved vacation, his vacation shall be extended one (1) additional day, either at the beginning or end of the period requested in accordance with Section 11.1 unless a different arrangement is mutually established. An employee on a leave of absence or layoff shall not be eligible for holiday pay.

Section 10.3 Vital Services. In no instance shall the vital services of the City be interrupted by reason of observance of any of these holidays.

Section 10.4 Floating Holiday. The floating holidays shall be scheduled in advance with the Chief's approval.

VACATIONS

Section 11.1 Vacation Benefit. Full time employees shall earn vacation leave with pay at their regular rate in accordance with the following schedule, provided the employee has completed fifty-two (52) weeks of work immediately preceding his anniversary date of hire [absence due to paid sick leave, vacations or leave of absence of less than thirty (30) days shall be credited as time worked]:

After 1 year	5 days	40 hours' pay
After 2 years	10 days	80 hours' pay
After 5 years	12 days	96 hours' pay
After 6 years	13 days	104 hours' pay and one additional day (8 hours) for each additional year of service up to a maximum of twenty (20) days and 160 hours' pay.

Section 11.2 Vacation Schedule. In the event that requests for vacation time off conflict with manpower requirements and the primary obligation of the City to provide proper police protection, the officer with greatest seniority shall receive preference, provided he has scheduled his vacation by the deadline as established by the City.

Section 11.3 Payment for Accrued Vacation. An employee who terminates in good standing shall be paid all accumulated and unused vacation not to exceed 160 hours of pay.

INSURANCE

Section 12.1 Hospitalization Insurance. Following ratification of this Agreement, commencing the first full month, upon completion of thirty (30) days of work, a full-time employee shall receive fully paid for himself and his dependents an MVF-1 Blue Cross - Blue Shield policy with a Master Medical and Ward rider as provided by the City. If the employee chooses, the City shall provide coverage through an HMO program at no additional cost to the City.

(a) The City reserves the right to select the insurance carrier and/or to institute a self-insured program, provided that the benefits available to the employees are substantially equivalent or better, other than the administration of said Plan.

(b) Upon completion of sixty (60) days of work, full-time employees and their dependents shall be entitled to a Two Dollar (\$2.00) co-pay prescription drug program. The City shall select the insurance carrier or shall establish a self-insured program.

Section 12.2 Prescription Co-Pay. The City shall provide to each full-time employee a Two Dollar (\$2.00) co-pay prescription rider from a recognized carrier or provider. Effective July 1, 1990, this benefit shall be increased to a Five Dollar (\$5.00) co-pay.

Section 12.3 Term Life Insurance. Commencing the first full month following completion of ninety (90) days of work, a full time employee shall receive a fully paid term life insurance policy in the amount of Twenty-Five Thousand Dollars (\$25,000). This amount shall be increased to Fifty Thousand Dollars (\$50,000) in case of accidental death or death in the line of duty. Life insurance benefits shall be in accordance with the terms and conditions contained in the life insurance policy.

Section 12.4 Insurance During Layoff. Insurance premiums shall continue through the month in which an employee is laid off. Commencing the first month next succeeding, the employee must assume the required premiums in order to keep the insurance in effect.

Section 12.5 Insurance Vehicle. The City reserves the right to select the insurance carriers or to utilize self-insurance in whole or part on any program, provided that the benefits shall be equivalent to the current program except excluding the administration thereof.

Section 12.6 Dental Plan. The Employer shall provide a fully-paid dental plan for all eligible employees and dependents, funded by insurance or self-insurance at the City's option, with benefits which provide that the plan pays fifty percent (50%) of the dental bill and the employee pays fifty percent (50%) of the dental bill with a maximum of \$600 per family member per contract year. Only Class I and II benefits shall be provided but orthodontics coverage is excluded. Effective January 1, 1990, the dental benefit shall be improved to provide that the Employer pays seventy-five percent (75%) and the employee pays twenty-five percent (25%) for Class I and II benefits, with orthodontics to a maximum of \$1,000.

Section 12.7 Retiree Health Insurance. Effective July 1, 1990, for employees who terminate and retire under the City's normal retirement plan, the Employer will contribute toward employee and spouse health insurance premiums an amount determined by multiplying \$3.00 times the employee's years of continuous active service to a maximum of \$100.00 per month. Upon the death of the employee or spouse, the Employer's contribution will be reduced by 25%. The Employer's contributions cease at the employee's age when he is Medicare eligible. Disability retirement is not included in this Plan.

LONGEVITY

Section 13.1 Longevity Schedule. Officers will be granted longevity payments in addition to established salary, expressed as a percentage of annual salary as follows:

After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%
After 25 years	10%

Section 13.2 Longevity Payments. Longevity payments shall be made in a lump sum at the end of the first payroll period after each officer's anniversary date.

Section 13.3 Longevity Base. Longevity payments shall be determined according to the employee's base salary up to a maximum of Ten Thousand Dollars (\$10,000), excluding overtime, call-in or call-back pay.

Section 13.4 Longevity Payout. An employee who for any reason terminates employment with the City prior to the employee's eligible anniversary date shall receive longevity pay on a prorated time basis for the calendar months served.

PENSION

Section 14.1 Retirement Plan. The City provides a Pension Plan which provides for normal retirement benefits at age 60 at 1-1/2% of the employee's average earnings.

(a) The retirement plan shall be improved for the bargaining unit as follows:

(1) Effective July 1, 1982, the normal retirement age shall be reduced to age 59. All employees within the bargaining unit shall contribute one percent (1%) of their gross earnings into the plan.

(2) Effective July 1, 1983, the normal retirement age shall be reduced to age 58. All employees within the bargaining unit shall contribute two percent (2%) of their gross earnings into the plan.

(3) Effective July 1, 1984, the normal retirement age shall be reduced to age 57. All employees within the bargaining unit shall contribute three percent (3%) of their gross earnings into the plan. Normal retirement benefits shall be equal to one and one-half percent (1-1/2%) of the employee's average annual compensation. Average annual compensation shall be determined by an average of the five (5) highest compensated years within the last ten (10) years preceding retirement.

(4) Effective July 1, 1985, the normal retirement age shall be reduced to age 56. All employees within the bargaining unit shall contribute four percent (4%) of their gross earnings into the plan.

(5) Effective July 1, 1986, the normal retirement age shall be reduced to age 55. Normal retirement benefits for all employees who retire on or after said date shall be two percent (2%) of the employee's average annual compensation.

(b) The terms and conditions of the Pension Plan are set forth in greater detail in the Pension Plan.

(c) Effective July 1, 1988, the normal retirement benefits for employees retiring on or after this date shall be two and two tenths percent (2.2%) of average annual compensation.

(d) Effective July 1, 1990, the Pension Plan shall be modified to provide final average compensation for years of service not to exceed 26 years.

UNIFORMS

Section 15.1 Uniforms. The City shall provide a complete uniform for each uniformed officer including shoes (type to be determined by the Chief). The uniform shall be replaced from time to time as required by normal wear and tear.

Section 15.2 Cleaning Allowance. Each employee shall be expected to keep his uniform neat and clean as required by Department rules. The City shall assume the full cost of uniform dry cleaning for all full-time employees who are on regular duty and clothing of plain clothes detectives, effective July 1, 1988.

Section 15.3 Clothing Allowance. In addition to shoes as provided, and cleaning allowance as provided, a clothing allowance of One Hundred Twenty-Five Dollars (\$125.00) per quarter shall be paid to detectives who worked in "plain clothes" for the preceding quarter.

WAGES

Section 16.1 Wage Schedule. Attached hereto and made a part hereof is Appendix "A" which sets forth classifications and wages. Increases in rates shall commence the first pay period on or after the date indicated or completion of the condition precedent to such raise. Regular hourly rates shall be determined by dividing the annual salary by 2080.

Section 16.2 Dog Handler Allowance. Effective July 1, 1989, the dog handler will receive thirty-five (\$0.35) cents per hour for each hour that he is on active duty with the dog.

MISCELLANEOUS

Section 17.1 Pay Period. Each employee shall receive his paycheck bi-weekly. However, the Employer reserves the right to alter the pay period in order to accommodate accounting practices of the City. However, no change in pay periods shall diminish the amount due to each employee in any calendar year.

Section 17.2 Policy and Procedures. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Association believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

Section 17.3 Legal Assistance. The City shall provide appropriate insurance coverage and legal assistance and defense for employees who are subjected to civil litigation arising from incidents and events which occur as a result of the performance of their duties.

Section 17.4 No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Association in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age or religion. Grievances under this Section shall not be subject to the arbitration procedure provided for in this Agreement.

Section 17.5 Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 17.6 Discharge and Discipline.

(a) The City agrees that it shall not discipline or discharge an employee except for just cause.

(b) An employee, upon request, shall be entitled to representation by an Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the City where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.

(c) An employee who has been discharged or suspended without pay may consult with his Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the City's operations.

(d) An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification and reasons in writing. For informational purposes only, the Association shall be given a copy of such suspension or discharge notices.

(e) An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.

(f) If an employee's work record is free of discipline for a period of two (2) years, the City will not take into account any prior minor infractions more than two (2) years old in imposing discipline.

Section 17.7 College Credit Pay. A college credit incentive pay shall be granted in addition to an Employee's regular salary in accordance with the following schedule. Credit hours must be police orientated as determined by the Chief and the Mayor. Eligibility shall be determined on September 1 of each year and payment shall be made during the pay period nearest November 1.

30 hours

\$150 per year

A.A. degree (Police Adm.)	300 per year
*A.B. degree	500 per year
Police A.D. degree	600 per year

*[30 hours or 25% must be police oriented courses]

Section 17.8 Collective Bargaining Contract. The Employer shall make available to all employees in the bargaining unit a copy of this Agreement.

Section 17.9 Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 17.10 Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), June 30, 1991. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 1991, give written notice of termination. If neither party shall give notice to terminate this Agreement, or to modify this Agreement, as hereinafter provided, this Agreement shall continue in effect from year to year after June 30, 1991, subject to termination by either party on sixty (60) days' written notice prior to June 30 of any subsequent year.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 1st day of July, 1990.

FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN LABOR
COUNCIL AND LODGE NO. 173

CITY OF KENTWOOD

David D. [Signature]

[Signature]

[Signature]
[Signature]
[Signature]

APPENDIX "A"

The following wages will be effective beginning the first pay period on or after the date(s) indicated below:

<u>July 1, 1989</u>	<u>Start</u>	<u>After 6 Mo.</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>	<u>After 4 Yrs.</u>
Patrolman*						
EMT III/Patrolman	\$23,628	\$25,455	\$27,847	\$30,127	\$31,816	\$33,502
Plain Clothes Detective**				30,830	32,519	34,205
Sergeant						36,851
<u>July 1, 1990</u>						
Patrolman*						
EMT III/Patrolman	\$24,573	\$26,473	\$28,961	\$31,332	\$33,089	\$34,842
Plain Clothes Detective**				32,063	33,820	35,573
Sergeant						38,325

*Employees who are certified and maintain certification at Level III, EMT, shall receive forty-five cents (\$0.45) per hour premium for all hours worked.

**Plain Clothes Detective shall be filled by assignment by the Chief and shall not be considered as a classification as such. Compensation as provided shall apply to such period of assignment.

LETTER OF UNDERSTANDING

No. 1990-1

DATE: FEB 1, 1990, 1990

SUBJECT: Dog Handler Duty

As reflected in Section 16.2 of the Collective Bargaining Agreement between the parties for the term July 1, 1989 through June 30, 1991, effective July 1, 1989, the Employer will pay thirty-five cents (\$0.35) per hour for each hour that the dog handler is on active duty with the dog. However, this premium is in total and complete settlement and payment for all hours handling the dog and is also intended to be for those non-duty activities related to dog care which are not calculated.

FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN
LABOR COUNCIL & LODGE 173

CITY OF KENTWOOD

David A. Paulsen
Ed L. Mann

Harold J. Robert
John H. Hester

LETTER OF UNDERSTANDING

No. 1984-1

Date: July 1, 1984

SUBJECT: Ten (10) hour work schedule for Patrol Division

WHEREAS, the parties are signatory to an Agreement dated June 27, 1980 wherein a ten (10) hour per day and a four (4) day workweek schedule was instituted in the Patrol Division on July 14, 1980 on a trial basis, and

WHEREAS, the parties desire to continue such work schedule, subject to the Employer's right to change that schedule if it is in the best interest of the City and Police Department to do so, and

WHEREAS, the collective bargaining Agreement between the parties provide for certain benefits expressed in "days", meaning eight (8) hours, and the parties desire to convert those benefits into hours to accommodate the ten (10) hour, four (4) day work schedule without increasing the City's labor cost.

NOW THEREFORE, the parties agree that notwithstanding the terms of the 1981 collective bargaining contract to the contrary, the following provisions shall be applicable to those employees assigned to the Patrol Division for as long as they are scheduled to work the ten(10) hour day and four (4) day workweek:

- 1) Section 7.1
- 2) Section 7.3
- 3) Section 7.4
- 4) Section 9.3
- 5) Section 9.4, Funeral Leave: three (3) days shall equal twenty-four (24) hours and five (5) days shall equal forty (40) hours.
- 6) Section 10.1, Holidays: shall be converted from days to hours. One (1) day shall equal eight (8) hours.
- 7) Section 11.1, Vacations: shall be converted from days to hours. One (1) day shall equal eight (8) hours, and one (1) week shall equal forty (40) hours.

LETTER OF UNDERSTANDING
No. 1984-1

- 8) In the event that the City should deem that it is in the best interest of the City and the Department to revert back to an eight (8) hour work day, this Agreement shall no longer be applicable, and the terms of the collective bargaining Agreement shall be applied.

FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN
LABOR COUNCIL AND LODGE NO.
173

Scott A. Wenzel
Richard Hall
Ray Gibson

CITY OF KENTWOOD

Richard L. ...
Richard L. ...
John D. ...

LETTER OF UNDERSTANDING

No. 1988-1

SUBJECT: Modification of Layoff Provision

DATE: 2-1-90

Notwithstanding the provisions of Section 8.5, the parties agree that in the event of a layoff, the Employer will treat EMT III and Patrolman as one classification. In so doing, the Union acknowledges that the Employer must be able to continue its Emergency Medical Service program, notwithstanding the order of seniority of patrolmen and EMT. Therefore, the Union agrees that in the event of a layoff, the Employer may retain up to six (6) EMT Level III licensed Patrol Officers notwithstanding that such officers' seniority may be less than a patrolman's seniority who is not trained as an EMT Level III.

FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN
LABOR COUNCIL AND LODGE
NO. 173

David Paul
Det. L. Main

CITY OF KENTWOOD

James J. [unclear]
John [unclear]

MEMORANDUM OF UNDERSTANDING

No. 1989-1

SUBJECT: Modification of Medical Benefit

Date: FEB. 1, 1990

WHEREAS, the parties recognize that the cost for hospitalization insurance is growing at an extremely rapid pace; and,

WHEREAS, the parties have an interest in containing the cost for hospitalization insurance; and,

WHEREAS, implementation of a cost containment program will not be begun until all of the City's Labor Associations are in agreement with the program;

NOW, THEREFORE, notwithstanding the terms of the 1989 collective bargaining contract to the contrary, the parties agree to:

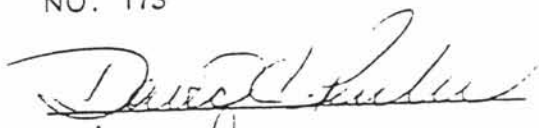
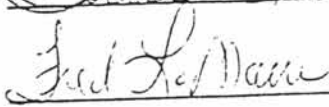
a. A cost containment program that includes -

(1) The PREVENT program, that is, a pre-certification to verify necessary treatment, offered by the carrier of our traditional hospitalization plan - Blue Cross/Blue Shield;

(2) Increasing the Master Medical deductibles from the current \$50/\$100 to \$100/\$200.

b. An optical program which would be wrapped into the existing traditional BC/BS.

FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN
LABOR COUNCIL AND LODGE
NO. 173

CITY OF KENTWOOD

