

AGREEMENT

between

CITY OF KENTWOOD

and

POLICE OFFICERS LABOR COUNCIL  
(Kentwood Supervisory Unit)

Effective: July 1, 2008 through June 30, 2011

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## KENTWOOD LABOR CONTRACT

AN AGREEMENT, effective July 1, 2008, by and between the CITY OF KENTWOOD, hereinafter called "City" or "Employer," and the POLICE OFFICERS LABOR COUNCIL, (Kentwood Supervisory Unit), hereinafter called the "Union" as follows:

### PREAMBLE

It is the intent and purpose of this City and the Union 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

Collective Bargaining Unit. The City hereby recognizes the Police Officers Labor Council, (Kentwood Supervisory Unit) 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 supervisory employees of the City of Kentwood Police Department in the classification of sergeant, **but excluding** all executives (Police Chief and Captains), non-supervisory employees (patrol officers), clerical employees, employees covered by other collective bargaining units, temporary employees (including cadets), seasonal employees, confidential employees and all other employees.

### REPRESENTATION

Negotiation and Grievance Committee. The City agrees to recognize the negotiating committee composed of up to three (3) employees, one of whom may be the President of the Union. The negotiating committee shall represent the Union 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 Union shall designate one member of the bargaining committee as its chairperson. The Union shall advise the Employer in writing of the names of its committee members. The Union may have representatives from the Labor Council.

Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union

and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Bargaining Committee members shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours to engage in collective bargaining negotiations and special conferences; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

#### UNION SECURITY

Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall; as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's first thirty-one (31) days of employment, whichever is later. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members, less the amount of those dues that is not lawfully charged to the administration of this agreement. The Union shall advise the Employer in writing of the amount of its monthly dues and service fees charges and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of Section 3.3. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Failure to Pay Service Fee. In the event that an employee fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the noncompliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount properly established by the Union. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

#### Dues Checkoff.

During the life of this Agreement, the City agrees to deduct Union membership dues levied

uniformly by the Union in accordance with the constitution and by-laws of the Union 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 Union. 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.

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 Union within a reasonable time after said deductions are made.

The Union 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 Union dues or in reliance in any list, notice, certification, or authorization furnished under these provisions. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

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

Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.1, 3.2 and/or 3.3.

#### RESERVATION OF RIGHTS

##### Management Rights.

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.

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.

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

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 Union during the term of this Agreement concerning the application and interpretation of a specific provision or provisions of this Agreement as written. The Union may file policy grievances which are alleged contract violations which affect the bargaining unit as a whole.

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 designated representative, with the object of resolving the matter informally. If requested, a member of the Grievance Committee may be present. The Chief of Police or designated representative shall give an answer within ten (10) 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 ten (10) 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 Union with respect to those provisions, indicate the relief requested and be signed by the aggrieved employee or a member of the Grievance Committee. The Chief of Police shall place a 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 Union's 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.

Arbitration Request. The Union 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.

Selection of Arbitrator. If a timely request for arbitration is filed by the Union, 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 Union and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

Arbitrator's Power. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and the arbitrator 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. The arbitrator shall have no authority to award interest. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City, and employees in the bargaining units, provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction 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.

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

Time Limitations. The time limits established in this grievance procedure shall be followed by the parties hereto. If the Union 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.

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.

Lost Time. The City agrees to pay for all reasonable time lost by an employee during their 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.

Multi-Forum. The Union acknowledges on behalf of itself and the employees that it represents that the Grievance and Arbitration Procedure as provided herein is intended to be the exclusive



vehicle for the resolution of disputes concerning the application and interpretation of this Agreement. In consideration of the right to arbitration, it is agreed that the right to have any claim arising under this Agreement reviewed in any other forum is waived. This section is not intended to infringe upon any individual's right under state or federal law.

Group Grievance. The Union may file a grievance beginning at Step II on behalf of the bargaining unit on alleged contract violations which affect the bargaining unit as a whole. A group grievance shall be filed within fifteen (15) days of the occurrence of the incident which gave rise to the grievance.

#### NO STRIKE - NO LOCK OUT

##### Prohibitive Conduct.

The Union 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 Union 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. 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

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:

An employee's regular shift is changed at their request.

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.

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 designated representative.

##### Overtime Opportunity.

Scheduled Overtime. Scheduled overtime is that overtime determined by the Employer with seventy-two (72) hours or more advanced notice of when overtime is to be worked.

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.

Unscheduled Overtime. Unscheduled overtime is overtime the need for which is known less than seventy-two (72) hours in advance. 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.

Errors in Overtime Assignment. Errors or omissions in overtime opportunity shall be remedied by offering the employee the next available overtime opportunity rather than payment of compensation.

Distribution within Unit. Overtime opportunities will first be offered to those Sergeants within the affected unit where the overtime is to occur. If the overtime is not filled it may then be offered to Sergeants assigned to other units.

Overtime Premium.

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.

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

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

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

Employees may not carry over more than 250 hours of compensatory time to another fiscal year. Employees who have more than 250 hours at the beginning of the fiscal year (July 1) will have their compensatory time bank reduced to 250 hours by means of a cash buyout.

Call In-Call Back. An employee who is called in for emergency duty on their day off or who is called back to work after completing their regular eight (8) hour shift, shall receive a minimum of two (2) hours' pay or work at the overtime premium rate.

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.

Shift Preference Selection.

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.

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 classification seniority working on the requested shift in the same classification subject to the conditions set forth below.

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 classification 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.

Shift preference selections shall be submitted twice annually, once in April for the first schedule period beginning in May and once in September for the first schedule period

beginning in October. Shift preference requests shall be provided in writing to the applying employee's immediate supervisor at least two (2) weeks in advance of the period requested. Employees will be assigned based upon seniority and the needs of the Department to a single shift for the entire shift preference period; provided, however, that the Employer reserves the right to modify a shift assignment during the assignment period to meet changing work loads or staffing requirements. Probationary employees will be "slotted into" the Employer's schedule after seniority employees have been given an opportunity to select their preferred shift.

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.

Training Schedule. Notwithstanding any provision of this Agreement to the contrary, the Employer reserves the right to change any employee's schedule to accommodate training programs as follows:

Training of One Week or Longer. In the event that the Employer determines to assign an employee to training that will last for one week or more, the Employer may change the employee's schedule for the week or weeks affected by any combination of reassigning off-duty days, changing starting or quitting times, and/or changing scheduled hours from 10 to 8 or visa versa.

Training of Less Than One Week. In the event that the Employer determines to assign an employee to training that will last for one day or more but less than a full week, the Employer may change any day or days of an employee's previously assigned schedule during that week to accommodate the training opportunities if during any 24-hour period the combination of the employee's regular scheduled hours with the hours of required training exceeds fifteen (15). In such an event, the Employer may change the employee's schedule by any combination of reassigning off-duty days, changing starting or quitting times, and/or changing scheduled hours from 10 to 8 or visa versa.

The Employer will endeavor to provide as much advanced notice of the schedule change as reasonably possible, and agrees that an employee whose schedule is changed to accommodate training shall have at least two consecutive days off during that week.

## SENIORITY

Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer in the Police Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer in the Police Department. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority shall commence only after the employee completes the probationary period, and classification seniority shall commence only after the employee completes the new job probationary period. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

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 their last date of hire. The Union 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.

New Job Probationary Period. Employees promoted to Sergeant shall be required to serve a new job probationary period of six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

Seniority List. The seniority list for each bargaining unit shall show the names, classification, seniority date and classification seniority date 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 Union 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 classification seniority, employees who are promoted on the same date shall be placed on the classification seniority list according to their total length of service with the Employer.

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

If the employee quits or retires.

If the employee is discharged or terminated.

If the employee 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.

If the employee fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.

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

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

The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.

Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority; provided, however, the senior employee has the experience and training to perform the required work.

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

Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace a patrol officer under the following conditions:

The laid off employee has greater seniority than the employee to be displaced.

The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.

The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

Recall. In the event that a vacancy occurs in a Sergeant position while employees formerly in that classification are on layoff, the Employer shall recall to work employees in order of classification seniority; provided, however, that the recalled employee has the experience and training to perform the required work.

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 Union 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.

#### LEAVES OF ABSENCE

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.

Unpaid Personal Leave. An unpaid personal leave of absence for occurrences not covered by family and medical leave may be granted to employees at the discretion of the Employer. Requests for unpaid personal leave shall be in writing, signed by the employee, and given to the Chief. Such requests shall state the reason for the leave. An employee may be on an unpaid personal leave for a period of not more than six (6) months. An extension of this period for up to six (6) additional months may be granted at the discretion of the Employer, provided that the extension is requested prior to the termination of the original leave period. Vacation, sick leave or other fringe benefits including health insurance shall continue during the month in which the leave began. Thereafter, the employee, while on the unpaid leave of absence, shall no longer accrue benefits, except for seniority, and shall be responsible for his/her insurance benefits.

Paid Sick Leave. Commencing the first full month following the completion of thirty (30) days of employment, an employee shall be credited with one (1) day of paid sick leave and shall thereafter earn paid sick leave credits at the rate of one day (8 hours) for each month worked, excluding leaves of absence, up to a maximum accumulation of two hundred thirty (230) days. Paid sick leave is a benefit to be used when an employee is incapacitated from the safe performance of their duties because of illness or non-work connected injury.

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.

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 their estate at the rate of One Dollar and Fifty Cents (\$1.50) per day of accumulated sick leave up to a maximum of one hundred fifty (150) days times the actual continuous years of employment with the City.

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.

Funeral Leave. A leave of absence shall be provided for up to three (3) consecutive days off from regularly scheduled duty within the first ten (10) days after the death of a member of employee's immediate family for the purpose of assisting in the funeral arrangements and attending the funeral. With the approval of the Chief of Police, or his/her designee, these three (3) days may be used after the first ten (10) days following the death. 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, step-children, father, mother, sister, brother, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law and daughter-in-law.

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, up to a maximum of forty-five (45) days per year, that an employee is required to be in court as a juror or potential juror when the employee otherwise would have worked, the employee shall receive their straight time regular rate of pay for the number of hours in their regularly scheduled day. The employee will reimburse the City for the amount the employee receives from the Court, excluding mileage. In order to receive jury duty pay from the Employer, an employee must:

Give the Employer reasonable advance notice of the time that the employee is required to report for jury duty;

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

Return to work promptly if, after they are summoned by the court, they are excused from jury duty service.

Disability Leave. After exhaustion of accrued paid sick leave, an unpaid disability leave of absence for a period of not more than six (6) months, including time spent on FMLA leave, will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. Requests for disability leave shall be in writing, signed by the employee, and given to the Employer. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. An extension of this period for up to six (6) additional months will be granted, provided the extension is requested prior to the termination of the original leave period and the employee can provide certification satisfactory to the Employer that there is a reasonable likelihood that the employee will be able to return to work at the end of the requested extended period of leave. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Employees on an unpaid disability leave of absence shall not accrue benefits, except for seniority and shall be responsible for payment of their insurance premiums.

Workers' Compensation Leave. Employees who are unable to continue to work for the Employer because of a work-related injury, illness, or other disability for which the employee is entitled to receive benefits under the workers' compensation laws of the state of Michigan will be placed on a workers' compensation leave of absence for a period of not more than twelve (12) months, subject to the right of the Employer to require medical proof. The Employer may request at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer on the advice of a physician selected by the Employer, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end; provided, however, that the leave will be reinstated if it is later determined that the employee was eligible to receive benefits under the workers' compensation laws of the state of Michigan. An extension of this leave for a period for up to twelve (12) additional months will be granted provided the extension is requested prior to the termination of the original leave period and the employee can provide certification satisfactory to the Employer that there is a reasonable likelihood that the employee will be able to return to work at the end of the requested extended period of leave. All employees returning to work from a workers' compensation leave of absence must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Time spent in an alternate duty assignment will be considered to be a continuation of the workers' compensation leave of absence rather than a return to work for the purpose of the time periods of this Section and Section 9.8.

Payments and Benefits While on Workers' Compensation Leave. While an employee is on a workers' compensation leave of absence and not on an alternative duty assignment, the following provisions will apply:

Wage Payments.

First Week of Absence. During the first seven (7) calendar days that an employee is off work on a workers' compensation leave, the Employer will pay the employee for all hours lost from their regular work schedule. These amounts will not be charged against accumulated sick leave. In the event that the employee receives payment from workers' compensation for these days, the amount received by the employee will be returned to the Employer.

Second Week of Absence. During the eighth (8th) through fourteenth (14th) calendar days that an employee is off work on a workers' compensation leave, the Employer will pay the employee the difference between their regular straight time rate of pay for forty (40) hours and the amount received from workers' compensation. These amounts will not be charged against accumulated sick leave. The amount received by the employee from workers' compensation will be returned to the Employer.

Third Through Twenty-Sixth Week of Absence. During the third through twenty-sixth (26) weeks that an employee is off work on a workers' compensation leave, the Employer will pay the employee the difference between their regular straight time rate of pay for forty (40) hours and the amount received from workers' compensation. These amounts will not be charged against accumulated sick leave. The amount received by the employee from workers' compensation will be returned to the Employer.

Absence Greater Than Twenty-Six Weeks. During the remainder of the workers' compensation leave after the first twenty-six (26) weeks, the employee may elect to utilize accrued but unused paid sick leave, vacation, holiday time, compensatory time and paid personal leave to supplement the difference between their regular straight time rate of pay for

forty (40) hours and the amount received from workers' compensation.

Benefit Continuation.

Sick Leave Accrual. Employees continue to accrue paid sick leave during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period there shall be no further accrual of sick leave days until the employee is able to return to full duty.

Holiday Payments. Employees continue to receive holiday pay for those holidays that fall during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period of a workers' compensation leave there shall be no further payment of holiday pay until the employee is able to return to full duty.

Vacation Accrual. The first twenty-six (26) weeks of time spent on a workers' compensation leave will be considered to be time worked for purposes of vacation accrual. Employees on workers' compensation leave will be credited with vacation on their anniversary date on the same basis as active employees. Employees on workers' compensation leaves of absence who worked less than the entire fifty-two (52) weeks immediately preceding their anniversary date will receive a prorated vacation benefit, based upon the ratio of the number of weeks worked to fifty-two. The forty (40) hour minimum vacation use requirement of Section 11.4(b) for vacation benefit buyout purposes will be waived for individuals who are on a workers' compensation leave for three (3) or more consecutive months.

Insurance Payments. During the twenty-four (24) months of a workers' compensation leave, the Employer will continue payment of group health, dental and life insurance premiums for individuals on workers' compensation leaves on the same terms that would exist if they were not on the leave.

Longevity Payments. During the period of a workers' compensation leave, the Employee will be considered to be on active duty for purposes of eligibility for longevity payments.

College Credit Pay. During the period of a workers' compensation leave, the Employee will be considered to be on active duty for purposes of eligibility for college credit Pay.

Alternate Duty Assignments. An employee's return from a workers' compensation leave or a disability leave is contingent upon the employee being able to fully perform the duties of a police officer. The Employer may in its discretion assign an employee on a workers' compensation leave or a disability leave to perform an alternate duty assignment within their residual capacities. The Employer's judgment concerning the appropriateness or length of such an alternate duty assignment is not subject to challenge or review through the grievance or arbitration procedure. During the period of an alternative duty assignment an employee will be paid at their regular rate of pay and be eligible for all benefits and insurance coverage available to employees not on a workers' compensation or disability leave.

Medical Examinations. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence. Disputes arising under this section are subject to the grievance and arbitration procedure.

**HOLIDAYS**

Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day



Easter	Memorial Day
Independence Day	Christmas Day
Labor Day	Three (3) Floating Holidays

Employees shall receive eight (8) hours of holiday pay at their straight time rate of pay for each recognized holiday. Holiday pay shall be paid in the pay period in which the holiday falls. At the option of the employee, the employee may receive a day off in lieu of holiday pay to be scheduled with the Chief's approval not later than the next July 1st or January 1st, whichever is later.

If an employee is scheduled to work a recognized holiday, but then is directed by the City to take the holiday off, the employee shall receive his/her regular pay for the hours scheduled that day but shall receive no other holiday benefits for the day. Employees scheduled to work a holiday, but unable to work due to illness, shall be charged for paid sick leave for the hours scheduled to work and shall not receive any other holiday benefits.

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, the employee will not be charged for a vacation day and the holiday benefit will be applied for the recognized holiday hours. For purposes of this section, if a holiday is contained in a forty (40) hour vacation leave, it shall be considered to be part of the forty (40) hour vacation leave. An employee on a leave of absence or layoff shall not be eligible for holiday pay.

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

Floating Holiday. The floating holidays shall be scheduled in advance with the Chiefs approval.

Work on Holidays. Employees shall receive the overtime rate for all hours worked on a holiday.

**VACATIONS**

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 their 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.

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 classification seniority shall receive preference, provided they have scheduled their vacation by the deadline as established by the City.

Payment for Accrued Vacation. An employee who terminates in good standing shall be paid all

accumulated and unused vacation not to exceed 200 hours of pay.

Pay Instead of Vacation. Employees may buy back a portion of their vacation that is earned each year in accordance with the following rules:

Employees who earn forty (40) hours' vacation are not eligible to buy back any portion of their vacation entitlement;

Employees who have earned an accumulated eighty (80) hours or more vacation hours in any one year are eligible to buy back up to one-half of their vacation hours provided that the employee must first take a minimum of 40 consecutive hours of vacation leave. For purposes of this Section, if a holiday is contained in this forty (40) hour vacation leave, it shall be considered as part of the forty (40) hour vacation leave. An employee so eligible may also carry over remaining vacation hours to the next year provided that a maximum of two hundred (200) hours of vacation accumulation is not exceeded.

No payment or time off will be provided for any accrued vacation in excess of two hundred (200) hours.

### INSURANCE

Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the completion of thirty (30) days of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Payment of Health Insurance Costs. During the term of this Agreement, except as provided in this Section 12.2, the City agrees to pay the full monthly premium for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. This monthly payment amount will be based upon the cost for appropriate coverage under the City's Priority Health HMO plan. Effective as of the date this Agreement is ratified by both parties, this plan will provide a prescription drug co-pay of \$10.00 for generic drugs and \$25.00 for brand name drugs, a co-pay for office visits, specialists, urgent care of \$15.00/\$15.00/\$25.00, respectively, an emergency room co-pay of \$50.00 which will be waived if the patient is admitted to the hospital, and a mail order drug co-pay of two times the normal co-pay amount for three months of a prescription. All employees who are enrolled in the City's group medical health insurance plan will contribute through payroll deduction the following co-payments toward their insurance premiums: Effective July 1, 2008, and retroactive to that date, \$35.00 per pay period; July 1, 2009, \$45.00 per pay period; and July 1, 2010, \$55.00 per pay period. In the event that two employees are married to each other, only one insurance policy may be purchased and the other spouse will not be eligible for a payment in lieu of health insurance pursuant to Section 12.9.

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 an amount equal to the employee's annual straight-time base pay. This amount shall be increased to double the employee's base salary 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.

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.

Insurance Carrier. The Employer 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.

Dental Plan. The Employer will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the completion of thirty (30) days of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Retiree Health Insurance. For Employees who retire during the term of this Agreement under the City's pension plan, the Employer will contribute toward the employee's and spouse's monthly health insurance premiums an amount determined by multiplying \$13.50 times the employee's years of active service. Upon the death of the employee or spouse, the Employer's contribution will be reduced by 25%. The Employer's contributions start at the normal retirement age (53) for those employees with at least twenty (20) years of service and cease at the age when the employee becomes Medicare eligible. This retiree health insurance provision is not applicable to employees on disability retirement. For those employees that retire under the early retirement clause of the pension program, with at least twenty (20) years of service, the above benefit will begin when the retiree reaches the normal retirement age. The City's obligation to make contributions toward health insurance is suspended during any time that the retiree is eligible to participate in a group medical coverage plan provided by another employer, either as a result of the retiree's employment or the employment of the retiree's spouse. When that retiree then becomes ineligible for other group healthcare coverage, this Section 12.7 will apply to them again for eligibility to receive the contribution. In the event that a retired employee eligible for payments under this Section is not able to be enrolled in the City's health insurance plan, the City will pay an equivalent amount to the employee. Employees who retire with less than twenty (20) years of service are not eligible for retiree health insurance.

Payment of Dental Insurance Costs. During the term of this Agreement, the Employer agrees to pay the full cost of the monthly premium for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. All premium costs for family continuation and sponsored dependent coverage shall be paid by the employee electing to have the insurance coverage. In the event that two employees are married to each

other, only one insurance policy will be purchased. The Employer's liability under this section shall be limited to these payments.

Employees Not Needing Health Care Insurance. Employees who have available health care insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive \$2,400.00 per year in lieu of health care insurance. This may be paid to the employee in a separate check or put into the employee's account under the Employer's deferred income plan on or about June 1, based upon not having been covered by the Employer's health care plan for the preceding twelve (12) months. This election shall be made on an annual basis between May 1 through May 31 of each year and shall be effective for the next full insurance year from July 1 through June 30. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Employer's plan as soon as possible.

### LONGEVITY

Longevity Schedule. Officers will be granted longevity payments in addition to established salary, as follows:

After 5 years	\$ 400
After 10 years	\$ 800
After 15 years	\$1200
After 20 years	\$1600
After 25 years	\$2000
After 30 years	\$2500

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

Retirement Plan. The City maintains a pension plan for employees. This pension plan has two components, a defined benefit option and a defined contribution option.

Defined Benefit Plan Option. The defined benefit plan option is available to employees hired before July 1, 2000. Effective July 1, 2008, the defined benefit plan provides for normal retirement benefits at age 53 with 15 or more years of service. For employees retiring after July 1, 2008, normal retirement benefits are based upon 2.6% of the employee's average annual compensation multiplied by their number of years of service, not to exceed 78%. Average annual compensation shall be determined by an average of the five (5) highest compensated years within the last ten (10) years preceding retirement. All employees within the bargaining unit shall contribute the following percentages of their gross earnings into the plan: Effective and retroactive to July 1, 2008 – 5%; effective July 1, 2009 – 6%; and effective July 1, 2010 – 6.5%. The defined benefit plan option is also available to those employees who participated in the defined contribution plan option as a patrol officer prior to promotion to sergeant, for years of service after promotion to sergeant. The terms and conditions of the defined benefit plan option are set forth in greater detail in the documents creating the defined benefit plan.

Defined Contribution Plan Option. The defined contribution plan option is for all employees hired on or after July 1, 2000 and those employees hired before that date who elected to participate in the defined contribution plan option. The defined contribution plan option

provides the following benefits:

The City will contribute to each participant's account an amount equal to 8.5% of the participant's compensation.

Participants are required to contribute 5% of their compensation (pre-tax) to their account.

Participants are always one hundred (100%) vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

50% upon completion of two (2) years of service

60% upon completion of three (3) years of service

70% upon completion of four (4) years of service

80% upon completion of five (5) years of service

90% upon completion of six (6) years of service

100% upon completion of seven (7) years of service

The Plan Administrator will be selected by the City's Pension Committee.

The terms and conditions of the defined contribution plan option are set forth in greater detail in the documents creating the defined contribution plan.

Disability Retirement Plan. The City agrees to modify the Retirement Plan to provide for a disability pension benefit for an employee who incurs a total and permanent disability. The disability plan shall provide:

Definition of Disability. Total and permanent disability shall mean such disability as renders the employee wholly and permanently incapable of performing work for the Employer in its Police Department.

Eligibility.

Duty-incurred disability: No age or service requirements.

Non-Duty incurred disability: No age but 10 years' service required.

Benefits.

Duty disability: Accrued regular pension benefits with Workers' compensation offset. At age 55 additional service credits not to exceed 15 additional years.

Non-duty disability: Seventy percent (70%) of accrued regular pension benefits.

Disqualification.

No member shall be deemed to be totally and permanently disabled if their incapacity consists of chronic alcoholism or addiction to narcotics, or, if such incapacity was contracted, suffered or incurred while they were engaged in a felonious criminal enterprise, or resulted from an intentionally self-inflicted injury.

A member shall not be retired for disability who does not return to the employment with the Employer after incurring a disability while on a leave of absence because of military or similar service and a governmental pension is payable.

UNIFORMS

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.

Cleaning Allowance. Each employee shall be expected to keep their 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.

Clothing Allowance. A clothing allowance of Two Hundred Dollars (\$200.00) per quarter shall be paid to detectives who worked in "plain clothes" for the preceding quarter in order to provide reimbursement for the purchase of necessary clothing and shoes. This clothing

allowance is in addition to the cleaning allowance provided in Section 15.2.

### WAGES

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 full 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.

### MISCELLANEOUS

Pay Period. Each employee shall receive their paycheck biweekly. 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.

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 Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed at Step II within five (5) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

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.

No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Union 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.

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.

### Discharge and Discipline.

The City agrees that it shall not discipline or discharge an employee except for just cause. An employee, upon request, shall be entitled to representation by a Union 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.

An employee who has been discharged or suspended without pay may consult with their Union representative before they are 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.

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

Union shall be given a copy of such suspension or discharge notices.

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

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.

College Credit Pay. Officers who have received a bachelor's degree in Police Administration or a major directly related to the duties of a police officer will receive a lump sum payment of \$600 on their anniversary date of employment.

F.M.L.A. The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the federal Family and Medical Leave Act (FMLA).

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

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

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 Union 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.

Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), June 30, 2011. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2011, 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, 2011, subject to termination by either party on sixty (60) days' written notice prior to June 30 of any subsequent year.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

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**APPENDIX "A"**  
**WAGES**

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

<u>July 1, 2008</u>		
	Sergeant	\$65,117
<u>July 1, 2009</u>		
	Sergeant	\$66,419
<u>July 1, 2010</u>		
	Sergeant	\$67,747

**APPENDIX B**  
**INSURANCE COVERAGE**

The hospitalization insurance program for the Kentwood Supervisory Unit is Priority Health HMO. As of October 1, 2005, all employees who are covered in a health plan other than Priority Health HMO, and who wish to remain covered in a City health plan, must switch to Priority Health.

The dental insurance program which is currently self-funded provides the following coverage:

- Class I        75/25
- Class II       75/25
- Class III       (Orthodontic Services to age 19) 50/50
- \$800 per person per contract year on Class I and II
- \$1000 lifetime maximum for Class III

**CITY OF KENTWOOD**  
**-and-**  
**POLC**  
**(Kentwood Supervisory Unit)**

Letter of Understanding Regarding Longevity Break in Service

In the event that an employee covered by this collective bargaining agreement had a break in service to take employment as a full time representative of the Union and then returns to employment with the City, all of the service time accrued prior to taking that position shall be counted for purposes of calculating longevity payments.



<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

LETTER OF UNDERSTANDING  
No. 1984-1

**SUBJECT: Ten (10) Hour Work Schedule for Patrol Division**

WHEREAS, the parties were 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 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:

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

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>


LETTER OF UNDERSTANDING  
No. 1992-1

**SUBJECT: Substance Abuse**

The City of Kentwood and the Kentwood Police Department strictly prohibit the unauthorized possession, use, or distribution of illegal substances by its employees during work periods or on City premises (including vehicles). Compliance with this agreement and the Department Directive on “Substance Abuse” are a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee’s use of drugs. Therefore, it is agreed that an employee will be required to submit to a urinalysis and/or blood examination for the purpose of detection of the employee’s use of unauthorized prescriptive drugs, illegal drugs, or controlled substances in the following circumstances:

- When the City has a reasonable suspicion that the employee is:
  - Under the influence, impaired or otherwise affected by the use of drugs, or;
  - Is currently possessing unauthorized drugs, or;
  - Has sold, distributed drugs or attempted to do so on or off City premises.
- As part of a routine scheduled physical examination;
- Upon assignment to narcotics enforcement, prior to assignment and during assignment at the discretion of the Chief of Police;
- Upon involvement in the discharge of a firearm, traffic accident or other incident involving serious injury to any party requiring admission to a hospital.
- Upon return to duty following a leave of absence of 30 days or more.

An employee who voluntarily discloses a dependency or drug abuse problem to the City and voluntarily undergoes a City-approved, supervised detoxification treatment program will be given an unpaid leave of absence for such purposes of up to ninety (90) days and the City will refrain from taking any disciplinary action against the employee provided that this is the first and only instance of employee involvement with drugs, that the employee satisfactorily completes

the prescribed detoxification program, and submits to a “Terms of Employment” agreement requiring drug testing upon return to duty and agreeing to remain free of drug use.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

LETTER OF UNDERSTANDING  
No. 1991-2

**SUBJECT: Weekend Standby Pay for Detectives**

A detective assigned to standby duty shall be compensated for one hour at the overtime premium for each day assigned.

The following conditions would apply:

- Standby will be 0700-0800 on the day(s) assigned
- There will be no duplicating or pyramiding of overtime; however, upon being called out, the detective will receive a minimum of 2 hours of overtime as specified in the contract, Section 7.5
- The standby duty program may be terminated at any time at the discretion of the Chief of Police

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**LETTER OF UNDERSTANDING  
No. 1991-1**

**SUBJECT: Police Cadet Duties**

The specific duties of the police cadets, in addition to those already being performed, are as follows:

- Completion of police reports for selected complaints that may be taken over the telephone or where the complainant walks into the police station.
- Completion of Michigan State for UD-10, or its equivalent, for walk-in reports of accidents. This coincides with a policy of requiring drivers to make accident reports at the station under certain circumstances.
- Issuance of parking summons for violations such as handicapped and fire lanes.
- Assist with traffic control at traffic accidents and special events.
- Assist with finger printing of prisoners.
- Monitor garbage collections within the City.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**CITY OF KENTWOOD  
-and-  
POLC  
(Kentwood Supervisory Unit)**

Letter of Understanding Regarding Miscellaneous Matters

- **Clothing Allowance.** The parties agreed to increase the clothing allowance for detectives from \$150 to \$200 per quarter, effective the first quarterly payment after July 1, 1999. The retroactive payments will give the City credit for the \$71 in shoe allowance that some of the individuals may have received during this period, since this payment was included in the overall clothing allowance.
- **30 Hour and AA Degree College Credit Pay.** The parties agreed to roll \$300 into the patrol officer base rate and to eliminate the payments for 30 hours (\$150) and AA degrees (\$300). Everyone eligible for this payment received it on their anniversary date during the period from July 1, 1999 through June 30, 2000 and the roll-in should not occur until the 7-1-2000 rate is calculated (7-1-1999 rate times 2.50% plus \$300 equals 7-1-2000 rate). In recognition that the payments are for past services, individuals who received a \$300 or \$150 payment during the period from July 1, 1999 through June 30, 2000 will be paid a final college payment, pro-rated by the number of months from their anniversary date during that period to June 30, 2000. Individuals newly hired after July 1, 1999 who would have been eligible for the former \$300 or \$150 payment will be paid a pro-rated amount determined by the number of months they worked between 7-1-1999 and 6-30-2000. Employees who do not receive a pro-rated college payment will receive a lump sum payment of \$300.
- **Section 125 Plan.** The City will create a Section 125 Plan effective not later than December 31, 2000 that will allow employees to pay for out of pocket medical, dental and vision expenses through a pre-tax salary reduction plan.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**CITY OF KENTWOOD  
-and-  
POLC  
(Kentwood Supervisory Unit)**

Letter of Understanding Regarding Supplemental Overtime Payments

Under the provisions of Section 16.1 Wage Schedule, overtime is based upon the straight time rate of pay set forth on Appendix A. In order to comply with FLSA overtime, the City will recalculate supplemental overtime payments after July 1, 2000 in January of each year for all overtime hours paid in the prior calendar year based upon a supplemental overtime rate determined by dividing the sum of the employee's college pay and the amount of longevity pay that the employee received on their last anniversary date by 2080, rounded to the nearest whole cent.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**CITY OF KENTWOOD  
-and-  
POLC  
(Kentwood Supervisory Unit)**

Letter of Understanding Regarding Retirement Plan Changes.

- The increase in the maximum number of years of service from 27 to 30 and the capping of the maximum pension at 75% will become effective 2-1-2001.
- Employees hired prior to July 1, 2000 may elect to be transferred from the current defined benefit program and to participate in a defined contribution plan. Current employees may also elect to freeze their accumulated Defined Benefit Value and opt into the defined Contribution Plan for future years of service. Employees hired prior to July 1, 2000 who elect to be removed from the defined benefit program and participate in the defined contribution plan may do so according to the following:
  - The Employee makes an irrevocable election to participate in the defined contribution plan prior to midnight, February 28, 2001.
  - The employee's participation in the defined benefit plan shall be terminated as of midnight February 28, 2001, and a lump sum shall be transferred to participant's account equal to the sum of the following (Note: Employees electing to freeze their Defined Benefit Plan will not have a lump sum transfer):
    - The employee's accumulated contributions to the defined benefit plan; and
    - The excess of the actuarial present value of the participant's accumulated benefit obligation over the amount of the employee's accumulated contributions.
  - The actuarial present value shall be computed as of midnight February 28, 2001, based upon the following:
    - Eight percent (8%) effective annual interest compounded annually.
    - A 50% male and 50% female gender neutral blend of the mortality tables used to project retiree longevity.
    - A benefit commencement age 55, utilizing the participant's service credit as of midnight February 28, 2001.
  - Current employees who elect to participate in the DC Plan and who are not at 10 years of service, will have their service time accelerated to 100%.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**CITY OF KENTWOOD  
-and-  
POLC  
(Kentwood Supervisory Unit)**

Letter of Understanding Regarding College Credit Pay.

Under the provisions of Section 16.1 College Credit Pay, the payment of college credit pay is limited to those with a bachelor’s degree in Police Administration or a major directly related to the duties of a police officer. The parties have agreed that employees with a bachelor’s degree other than Police administration or a major directly related to the duties of a police officer as of 7-1-99 will continue to receive \$500 per year on their anniversary date of employment, but employees hired after that date or who acquire their degree after that date will not be eligible for this additional payment unless they have a bachelor’s degree in Police Administration or a major directly related to the duties of a police officer.

<b>POLICE OFFICERS LABOR COUNCIL (Kentwood Supervisory Unit)</b>		<b>CITY OF KENTWOOD</b>

**MEMORANDUM OF UNDERSTANDING #2002-1**

**CITY OF KENTWOOD AND  
KENTWOOD POLICE OFFICERS LABOR COUNCIL-PATROL  
SUPERVISORY UNIT**

The City of Kentwood (hereafter, City) and the Kentwood Police Officers Labor Council-Supervisors Bargaining Unit (hereafter, POLC) recognize the need to effectively communicate with a diverse community and service population. Language skills are critical to effective communications and may effectively improve officer safety and our ability to properly serve the needs of persons we come in contact with. Therefore, the City hereby establishes the described LANGUAGE INCENTIVE PROGRAM, with the support of the POLC, in order to encourage Supervisors to develop and maintain important language skills. By signature here, the parties agree that:

- The City will select and identify specific languages it believes are important to communicating with the diverse and changing population. These languages will change

at the discretion of the City, however, no compensation will be reduced during an incentive period as a result of such change.

- The City will identify two proficiency levels, basic and intermediate, which will be defined by the City in cooperation with language trainers/specialists selected by the City.
- Supervisors will be voluntarily tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City.
- Supervisors achieving a BASIC proficiency level will be paid \$0.25 per hour worked in the following one-year incentive period of July 1 through June 30.
- Supervisors achieving an INTERMEDIATE proficiency level will be paid \$0.50 per hour worked in the following one-year incentive period of July 1 through June 30.
- Supervisors receiving incentive pay will be expected to maintain their language skill and to apply it during their daily work as appropriate and upon request of the City.
- The City may provide language skill training as it deems appropriate in its sole discretion. Other preparation study for the annual exam and self-study for skill maintenance will not be compensated.

APPROVED:

CITY OF KENTWOOD

POLC-SUPERVISORY UNIT

EFFECTIVE DATE:

429644.1