

CITY OF GRANDVILLE

GRANDVILLE POLICE  
DEPARTMENT DIVISION  
RANK & FILE UNIT



2014 – 2017

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## AGREEMENT

THIS THREE-YEAR AGREEMENT, effective July 1, 2014, through June 30, 2017, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014 by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the POLICE OFFICERS LABOR COUNCIL, GRANDVILLE POLICE DEPARTMENT DIVISION, RANK & FILE UNIT, hereinafter called the "Division."

### WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to work together harmoniously and to maintain a mutually advantageous relationship; and

WHEREAS, subject to law and the requirements of public service, relationships can be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

### ARTICLE 1

#### RECOGNITION

Section 1. The City hereby recognizes the Division as the exclusive bargaining representative of all employees in the unit, as defined in Section 2. of this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. The collective bargaining unit is composed of full-time Patrol Officers employed by the City in its Police Department, hereinafter called "Employees."

### ARTICLE 2

#### ASSOCIATION REPRESENTATION

Section 3. The City agrees to recognize a negotiating committee. The Negotiating Committee shall represent the Division in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement. The

Negotiating Committee representing the Division, as well as the Negotiating Committee representing the City, shall each be composed of not more than three (3) persons.

Section 4. The Grievance Committee of the Division shall act in a representative capacity for the purpose of processing grievances for employees at the second step of the grievance procedure and thereafter. Said procedure is set out in Article VI of this Agreement.

ARTICLE 3  
ASSOCIATION SECURITY

Section 5a. All present employees in the bargaining unit who are now members, or who become members of the Division, shall remain members of the Division through the life of this Agreement. Members becoming elective or appointed City officials shall resign from the Division.

Section 5b. All future employees of the City hired to positions within the bargaining unit may become members of the Division upon completion of one half of their probation period or, in the alternative, shall tender to the Division a dollar amount equivalent to the dues of the Division.

Section 5c. The City will not in any way discriminate against any employee because of his/her membership in the Division. Members may attend Division meetings while on a tour of duty, except that the vital, necessary and essential services of the City as determined by the City will not be interrupted. Prior to a meeting, the Division shall notify the Chief so that he has knowledge of members attending while on duty and where to immediately reach those members in case of urgent need or emergency.

Section 5d. Upon the employment of new employees, the City shall make such individuals aware of the Division security clause and furnish to them copies of this Agreement and the bylaws of the Division.

Section 5e. Management reserves the right to create new jobs or to change classifications. Prior to such actions becoming effective, the pay scale shall be negotiated between the Manager and the Division's bargaining team.

ARTICLE 4  
CHECK-OFF

Section 6. The City shall deduct from the pay of each employee who has submitted to the City an individually written authorization for such deduction the amount of Division dues certified to the City by the Treasurer of the Division. It shall be the responsibility of the Division Treasurer to file said authorization with the City Treasurer. The deduction of dues shall cover the current biweekly pay period in which the said deduction is made. Individual written authorizations shall be revocable by the employee upon thirty (30) days written notice to the City of upon termination of this Agreement, whichever occurs first.

Section 7. The foregoing deductions shall be made biweekly and the amounts deducted by the City, together with a duplicate list of the employees from whom wage deductions have been made, shall be transmitted to the Treasurer of the Division within a reasonable time after said deduction is made. The Division hereby expressly agrees to collect all special assessments, initiation fees and similar member charges, and the same shall not be deducted from the employee's wages by the City.

Section 8. The Division shall and hereby agrees to indemnify and save the City harmless against all claims, demands, suits or other forms of liability which shall arise out of or by reason of actions taken by the City in reliance upon certified lists furnished to the City by the Division, or because of any claims arising out of the City's compliance with the provisions of this Article.

Section 9. The City will make available to the Treasurer of the Division the names of all employees separated from the payroll, recalled or hired, or on layoff and/or approved leaves of absence.

## ARTICLE 5

### HOURS AND OVERTIME

Section 10. Overtime shall be paid at the rate of one and one half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of eight (8) hours per day or forty (40) hours per workweek. A twenty-four (24) hour period shall begin at 12:01 a.m. and end at 12:00 midnight. For the purposes of this Section, any benefit hours (workers' comp, vacation, sick, compensatory time) paid for any time off shall be considered hours worked.

Voluntary scheduled overtime is defined as overtime made available, giving more than two (2) weeks' notice. This typically occurs as a result of employees' scheduled vacations, etc. Scheduled overtime shall be offered to available personnel based on seniority (highest to lowest). If no employee accepts the overtime opportunity, it will become mandatory.

Voluntary unscheduled overtime is defined as overtime made available, giving less than two (2) weeks' notice. This typically occurs as a result of an employee's sick call-in, etc. Unscheduled overtime shall be offered to available personnel based on seniority (highest to lowest). If no employee accepts the overtime opportunity, it will become mandatory.

Mandatory overtime is defined as either scheduled or unscheduled overtime that is required to be filled when no employees have volunteered to work. Mandatory overtime shall be filled by employees based on seniority (lowest to highest). No employee shall be mandated to work overtime on their pass days contiguous to scheduled vacation days. The employer reserves the right to fill unscheduled overtime without applying seniority when exigent circumstances exist.

Everyone in the department is eligible for overtime when there is no special skill, ability, or knowledge needed to complete the task. Examples would be general patrol functions, traffic or crowd control, special traffic enforcement, special events that were not catered to a specific assignment. An example of an exception would be overtime needed to do investigative work.

On holidays, when the patrol staffing level is reduced to two (2) officers, an effort shall be made to have one of those officers the supervisor scheduled for that particular shift.

Section 11. An employee's hourly rate shall be determined by dividing his annual wage shown on Schedule "A" by the product of 52 times 40. Normal workweek shall be considered five (5) consecutive workdays.

Section 12a. If any member is called in or back by a supervisor after having completed his regularly scheduled shift for the day, such member shall receive a minimum of three (3) hours pay at straight time or pay on the basis of time and one half for actual hours worked under such circumstance, whichever is greater. Members shall also be compensated on the basis of a minimum of three (3) hours at straight time or on the basis of time and one half for actual hours spent in connection with being required to give testimony or present evidence, in any criminal, civil or administrative matter, arising out of the performance of his/her duties. If the employee so elects, he/she will be given compensatory time off, in whole or in part, in lieu of wages earned.

Section 12b. The compensatory time off bank shall not, at any given time, exceed two hundred (200) hours. Employees who request compensatory time off, with ten (10) or more days notice, shall have their request granted, absent unusual circumstances or other staffing needs of the Department. Requests made with less than ten (10) days notice may be granted at the discretion of the Chief of Police.

## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 13. For the purpose of this Agreement, the term "grievance" means a dispute between the City and the Division or between the City and any member or members in which it is claimed that a specific provision of this Agreement has been violated, misinterpreted or misapplied. The term "work day" shall be defined as a regularly scheduled, non-holiday, weekday.

Section 14. If any grievance cannot be orally resolved with immediate supervisor, it shall be settled in accordance with the following procedure:

Step 1 - Each grievance shall be in writing, be signed by the aggrieved employee, identify the section claimed to be violated, misinterpreted or misapplied, and presented to the Department Head or assigned Department Head within five (5) workdays after occurrence of the matter which gave rise to the grievance, or in five (5) workdays after he/she should reasonably have known of the occurrence. The Department Head shall make a written answer within five (5) workdays thereafter.

Step 2 - If such answer is not satisfactory, it may, within ten (10) workdays after receipt, be referred in writing to the City Manager by the Grievance Committee. If any new or additional grounds or reasons are given for the grievance, it shall be re-filed with the Department Head for an answer. The City Manager shall discuss the grievance with the Grievance Committee within five (5) workdays after his receipt of it, and within ten (10) workdays after such meeting shall give his written answer.

Step 3 - In the event the grievance is not satisfactorily resolved, it may be referred within twenty (20) workdays in writing by the Grievance Committee to an arbitration committee composed of the President or Vice President of the

Division, the Mayor or a Councilman of the City, and a third person who is mutually agreed upon by the parties. If the said third person cannot be agreed upon by the parties, it is agreed that the Federal Mediation and Conciliation Service shall appoint said third member to the arbitration committee. The arbitration committee shall conduct a hearing within sixty (60) days after appointment of the third member. The majority decision of the arbitration committee shall be final and binding on the Division, the City and its employees. The cost of the third arbitrator shall be borne by the party which loses the arbitration case or as directed by the arbitration committee.

Section 15. No complaint or grievance shall be considered at any step unless it has been filed and processed within the respective time limits. If a grievance is not advanced from one step to the next, as specified, it shall be considered to have been settled in accordance with the last answer made. Nothing contained in this section shall, however, prevent the parties from extending the time limits imposed, provided it is done in writing and specifies the period of extension.

## ARTICLE 7

### SENIORITY

Section 16. "Total seniority" is continuous service with the City working in a position in a bargaining unit now represented by the Police Officers Labor Council, whether rank and file or supervisory, measured by the time spent on the active payroll plus approved leaves of absence, unless otherwise provided in this Agreement. "Rank seniority" is continuous service with the City working in a particular rank or classification in a bargaining unit now represented by the Police Officers Labor Council, whether rank and file or supervisory, as measured by the time spent on the active payroll plus approved leaves of absence, unless otherwise provided in this Agreement. The purpose of seniority is to provide a declared policy or right or preference affecting members' rights and privileges provided in this Agreement.

Section 17. Upon written request, a members' seniority list shall be prepared by the City and a copy supplied for each member of the Division. The list shall be revised to reflect the current status of members as of January 1st each year.

Section 18a. Department seniority shall be the controlling factor in layoffs from any classification, and employees shall be laid off from their classification in inverse order of seniority. After an employee is laid off from one classification, he/she shall then have the right to use his/her total seniority to be assigned to a lower paying classification if he/she (1) has greater total seniority than an employee in such lower classification and (2) is able to perform the duties of such classification.

Recall will occur in inverse order of layoff.

Section 18b. The City will not reduce hours below forty (40) hours per workweek in place of layoffs.

Section 18c. No full-time employee shall be laid off as long as part-time employees and/or non-paid officers are conducting the normal duties of the unit members.

Section 19. Each new employee shall be considered as a probationary employee for the first year after hiring. Each employee who is promoted to a higher rank or classification shall be considered as a probationary employee for the first six (6) months after such promotion. During his probationary period, a newly hired employee may be laid off or discharged by the City without regard for the provisions of this Agreement; the promoted employee shall retain his existing rank seniority, but during the probationary period may be returned to his former rank or classification without regard for the provisions of this Agreement. There shall be no responsibility on the part of the City for the rehiring or recalling of a newly hired probationary employee if his services have been dispensed with within the probationary period, and such employee shall have no recourse to the grievance procedure.

Section 20. Seniority shall continue while an employee is on the active payroll of the City. Seniority shall be lost and the employment relationship shall end on the following conditions:

- (a) By quit or discharge for just cause; rehire within ninety (90) days shall not interfere with previously accrued seniority; "interfere" meaning employee will receive credit for all previously earned seniority before quit or discharge.
- (b) Failure to report within one (1) week following the expiration of an approved leave of absence.
- (c) Absence from work for three (3) consecutive workdays without properly notifying the City of an acceptable reason for absence or unless otherwise excused.
- (d) Layoff or lack of work for more than twenty four (24) months.

Section 21. In case of extended non-duty sickness or injury, an employee who exhausts his/her sick leave days, vacation allowance and accumulated compensatory time off shall continue to accumulate seniority for a total of six (6) months. Thereafter, he/she shall be granted a sick leave of absence without further accrual of seniority for the duration of the recuperation period or twenty-four (24) months, whichever is shorter. Upon the Department and City receiving a physician's statement indicating the employee's fitness to return to work, he/she will be reinstated in accordance with his/her accrued seniority.

## ARTICLE 8

### LEAVES OF ABSENCE AND SICK LEAVE

Section 22. Members may, at the discretion of the City, be granted leaves of absence without pay. During such leave, a member will not earn vacation days and will not be credited with sick leave days or seniority. Longevity will be adjusted accordingly.

The City will continue to carry health and life insurance coverage on the member. However, the member will be responsible for all premiums advanced by the City while the member was on leave. Leave shall be granted on approval of the Department Head and the City Manager.

Section 23. Request for leave shall be in writing and shall be signed by the member and given to the Department Head. Such request shall state the reasons for the leave. Approval shall be in writing by the member's Department Head and the City Manager.

Section 24. It is agreed that members shall earn and be granted paid sick leave in accordance with the following schedule:

- (a) No sick leave with pay will be taken by a newly hired employee during the first six (6) months.
- (b) After completion of the six (6) months, each full-time employee shall be credited with six (6) days of sick leave and will accumulate further paid sick leave at the rate of one (1) day per each full month of employment exclusive of leaves of absence. Effective January 1, 2007, an employee will receive accrual of pro rata sick leave credit on a per pay period basis, after s/he completes the first six months of employment. Such time shall be available for use upon being credited to the employee's vacation bank.
- (c) Unused sick leave days shall accumulate from year to year to an unlimited amount.
- (d) The City shall prepare a roster for the Division showing the accumulated sick leave at the end of each year for each member.
- (e) Sick leave is to be used for the employee only and not for the purposes of illnesses or emergency situations that result within the employee's immediate family. If within an employee's immediate family (spouse, son or daughter) an emergency situation occurs requiring hospital or emergency room treatment (an accident or illness of spouse or child), the employee will be granted use of his/her compensatory time. If compensatory time is exhausted, the use of vacation time will be granted for such leave. If both compensatory time and vacation time are exhausted, the employee may be compensated for the time off only at the discretion of the City Manager.

- (f) Effective July 1, 2014, unused accumulated sick leave shall be paid to the employees hired prior to January 3, 1996, who retire from or leave the municipal service after completion of ten (10) years or more of continuous service to a maximum of 1440 hours at a rate equal to one-third (1/3) of the employee's rate of pay for employees with ten (10) to twenty-five (25) years of service or one-half (1/2) of the employee's rate for employees with twenty-six (26) years of service or more. Employees hired after January 3, 1996 shall be allowed a maximum 960 hours under the same payout provisions. In case of death, such unused accumulated sick leave pay shall be paid to the beneficiary of the deceased employee.

Section 25. Sick leave, when arranged for and approved in advance by the Department Head and City Manager, shall be granted:

- (a) When it is established to the City's satisfaction that a member is incapacitated from the safe performance of his duties because of sickness, injury, pregnancy or childbirth.
- b) When death occurs in the member's immediate family (spouse, children, stepchildren, father, mother, stepfather, stepmother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren). It is understood that in the event of death of any of the parties heretofore stated, up to three (3) days paid leave to make arrangements for and attend the funeral may be compensated for by the City with no invasion of the member's sick leave bank at the discretion of the City Manager. All members will request time off in writing to the City Manager.

Section 26. Medical certification will not generally be required to substantiate sick leave absences of three (3) or fewer consecutive workdays. Medical certificates, or in lieu thereof, a written, signed statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence. Falsification of the medical certificate or falsely setting forth the reasons for the absence

shall constitute just cause for dismissal. If a medical certificate supports the reason(s) given by an employee, the cost for such certification shall be borne by the City.

Section 27a. Before a member employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the City that he is fit again to perform his duties.

Section 27b. If an employee covered by this Agreement becomes physically or mentally disabled to the extent he cannot perform his regular job, the City will attempt to place the employee in a position that he is physically and mentally able to perform. The Chief of Police and City Manager will make their best efforts to make available temporary light-duty assignments. Temporary light-duty assignments may be discontinued by the City at any time. To the extent there are problems with implementing light duty, the Chief and the Union shall meet and confer.

Section 28a. In case of a work-incapacitating injury or illness for which the employee is or may be eligible for work disability benefits under the worker's compensation law of the State of Michigan, such employee shall be allowed such salary payments which, with his/her compensation benefit, equals his/her regular salary or wage with no invasion of sick leave bank, vacation leave or compensatory time for the first six hundred sixty (660) hours of work missed from the normal shift schedule. After the first 660 hours, the salary supplement shall be charged to the employee's sick leave bank, vacation leave and/or compensatory time proportionately to the City's contribution, unless the employee opts to waive the salary supplement and accept the compensation benefit as full payment. The employee shall draw only those benefits as are allowable under the Worker's Compensation law of the State of Michigan. The employee may designate the order in which the accumulated leave banks will be charged. Upon request made to and approval given by the City Manager, medical insurance for an employee who is unable to work because of a non-work related illness or injury shall be continued at City expense for a period of up to ninety (90) calendar days after exhaustion of the employee's sick leave bank, vacation leave and compensatory time.

Section 28b. Any employee will be allowed to leave work to attend a medical or other therapy session for a work related injury, when such treatment is eligible under the Worker's Compensation Law of the State of Michigan and scheduled or prescribed by the physician responsible for treatment of the injury. Such leave time will be without charge to the employee's sick leave bank, vacation leave or compensatory time, provided the employee provides advance notice and receives approval from the Department Head or Deputy Department Head. Permission to leave for an appointment or therapy session will not be denied unless it would significantly impact the operations of the Department or safety of the City. In such circumstances the employee and the Supervisor will promptly determine an available time(s) for the appointment. Employees must make reasonable efforts to minimize the time away from work for such appointments. Generally leave for such appointment will not be approved for more than four (4) hours, absent extenuating circumstances such as the need for travel time to attend the appointment or extended time required for the particular therapy.

Section 29. Within any one year, up to five (5) days accumulated sick leave credits may be transferred to another employee's exhausted sick leave bank upon a written request to do so being presented to the City Manager by the donor. A limit of fifty (50) days sick leave credits may be received by any employee in any yearly period.

Section 30. Military leave shall be granted as follows:

- (a) Any member who is inducted in the Armed Forces of the United States, or who joins the Armed Forces in lieu of being inducted during a national emergency, under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service required by such original induction. Upon his honorable discharge, such member will be reinstated to his former position or one comparable to it, providing he makes formal application for reinstatement within ninety (90) days of his date of discharge. Seniority and longevity credits to continue while member is in service.

- (b) Any permanent member who requests a leave of absence not to exceed twenty (20) workdays per year to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his/her commanding officer. He/she shall be paid by the City the difference between the amount he/she receives for such training and his/her full salary.
- (c) Any member who is called out on emergency duty by any of the established Armed Forces Reserve Training Units, or by the Michigan National Guard, in order to protect the rights of the citizens of the State of Michigan or any other state or the U.S. Government, shall be paid by the City the difference between the amount he/she receives for such duty and his/her full salary for a period of twenty (20) workdays each emergency.

Section 31. In the event a member is summoned for jury duty, a special leave of absence shall be granted for that purpose, providing he presents the court order, subpoena or summons, if one is issued, to the City as far in advance as possible. He shall be expected to be at work at all hours when not serving as a juror. The pay such employee shall be entitled to for such leave shall be his basic rate for the time necessarily lost from his normal work schedule, less any amount received for such jury duty.

ARTICLE 9  
VACATIONS

Section 32. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- (a) An employee shall not be entitled to a vacation leave during the course of the first six (6) months he/she is employed. However, he/she shall be credited with five (5) days of vacation after completing the first six (6) months. He/she shall be entitled to five (5) additional days of vacation after completing the succeeding six (6) months of employment. Effective January 1, 2007, an employee will receive accrual of pro rata vacation leave credit on a per pay period basis, after she/he completes the first six

months of employment. Such time shall be available for use upon being credited to the employee's vacation bank.

- (b) After completing the second calendar year, the member shall be credited at the rate of 1.00 of a day earned for each month employed from the first anniversary date to January 1st. All vacations from that point will be earned as of January 1 each and every year. Effective January 1, 2007, an employee will receive accrual of pro rata vacation leave credit on a per pay period basis. Such time shall be available for use upon being credited to the employee's vacation bank. The employee will have until January 1, 2008 to comply with the provisions for use of accumulated sick leave stated in Section 34.
- (c) After completing the seventh (7th) calendar year of employment, employees will receive one (1) additional day of vacation for each year worked thereafter through the fifteenth (15th) year of employment with the City.
- (d) After completing the fifteenth (15th) calendar year of employment, an employee shall be entitled to four (4) weeks of vacation leave each year.
- (e) Payment for accrued vacation credits shall be made upon retirement or termination or to an employee's beneficiary upon death. In the event excessive vacation credits were used by an employee, the employee's final pay shall be reduced accordingly.

Section 33. Vacation pay shall be computed on the basis of the employee's normal workweek.

Section 34. Although the City reserves the right to schedule vacations, it is hereby agreed that an effort shall be made by the City to schedule vacation leave consistent with the seniority status of the employee, the desires of the employee together with the manpower and work load requirements as determined by the City.

Vacation credits shall be taken within twelve (12) months after they are earned. Employees must use no less than sixty (60) percent (round off to the nearest full day) of earned vacation within the time period stated above. Each employee shall, upon written

request submitted prior to December 1, be paid for the remaining earned vacation on the second payday of December. The written request shall be submitted to the Department Head and forwarded to the City Treasurer. Such payment shall be in lieu of the time off the assignment.

ARTICLE 10

HOLIDAYS

Section 35. The employees shall be entitled to holiday leaves with pay on the following recognized holidays:

New Year's Day (January 1)	Veteran's Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4)	Day before Christmas (December 24)
Labor Day	Christmas Day (December 25)

Section 36. The City shall provide each member with two (2) personal business days (at either eight (8) or twelve (12) hours depending on the assignment of the officers) annually that may be used at any time after January 1 of the next calendar year and during the following twelve (12) months. Newly hired employees hired between January 1 and June 30 shall be credited with two (2) personal business days and employees hired between July 1 and December 31 shall be credited with one (1) personal business day for use in the year beginning the next January 1. Employees shall give five (5) days notice of their intention to take said personal business days prior to doing so. These credits shall not accumulate beyond the time specified, unless for special, personal reasons, which will be approved at the discretion of the Department Head and the City Manager.

Section 37. All recognized holidays shall be celebrated on the day nationally designated for celebration of the particular recognized holiday, except those listing a specific date above.

Section 38. In no instances shall the vital services of the City to the community be interrupted by reason of observance of any holidays.

Section 39. Full-time employees who are required to work on any of the holidays set forth in Section 35 hereof shall be compensated as follows:

- (a) The employee shall receive compensation at the rate of two and one half (2-1/2) times his regular hourly rate for all hours worked on the holiday.
- (b) If the employee so elects, he/she will be given compensatory time off, in whole or in part, in lieu of earned holiday pay.

Section 40. All regular full-time employees shall be eligible to receive holiday pay under the following conditions:

- (a) An employee must have worked on his/her last regularly scheduled workday immediately preceding and immediately following the holiday, unless on an excused paid absence.
- (b) No holiday pay will be paid to an employee while on an unpaid leave of absence.
- (c) If a holiday occurs during the time an employee is on vacation, the employee shall receive holiday pay for the recognized holiday and not be charged for vacation on the holiday.

Section 41. Eligible employees shall receive eight (8) hours pay at their regular hourly rate for all recognized holidays on which they are not required to work.

ARTICLE 11  
INSURANCE

Section 42a. The City shall provide medical coverage for full-time employees and his/her spouse and eligible dependents (eligibility and terms as provided by law).

Effective October 1, 2014, the City cost for medical coverage will be capped at \$5,857.58 for single coverage; \$12,250 for two person coverage, and \$15,975.23 for

family coverage with the employee responsible for paying any cost of coverage above these amounts by payroll deduction. These caps shall be adjusted for future insurance plan years pursuant to the provisions of P.A. 152 of 2011 (M.C.L. 15.563). The City reserves the right, for future insurance plan years, to convert to using a percentage of medical benefit plan costs to calculate City payments, in accordance with P.A. 152 (M.C.L. 15.564). In that case, the caps for employer contributions will be set at the dollar amount which equals 80% of the annual medical benefit plan costs for single, two person, and family coverage, including applicable local, state, or federal taxes, fees, or other costs assessed for medical expenses, for the plan year when the switch is made. Should the City decide to make this change, it will notify the Union in writing prior to the effective date of any such change.

The City currently offers a Priority Health HMO/HRA plan, an HMO/HSA plan, and an HMO "Value Plan" with an 80/20 feature for covered employee costs. The HMO/HRA plan includes a City flex account reimbursement up to a maximum of \$550 per year for participating employees. The HMO/HSA is a high deductible (\$1,250 single/\$2,500 double and family) plan. These plans are subject to availability, minimum participation rates, and the P.A. 152 hard cap amounts.

For HMO/HSA participants the City shall open an HSA account for each employee and make a deposit of \$1,250 (single) or \$2,500 (double or family) on October 1 each year, or as soon as practicable, to fund the HSA. City HSA contributions in subsequent contract years will be made in the same manner.

New hires electing HSA participation or those active employees authorized to change insurance coverage options to HSA after October 1 due to a qualifying event will be provided by the City with a pro-rated HSA contribution based on the effective date of the insurance coverage.

During the annual open enrollment period, participating employees can select from the available coverage plans. Any medical plan costs for the plan selected which

exceed the established caps will be deducted in equal, pro-rated amounts from each paycheck of the employee.

Given the potential impact of medical plan cost increases on the unit employees, the City and the Union agree the Union may request, at any time during the term of this bargaining agreement, that the City consider changes in either the plan design, the coverage, or the carrier to help control premium costs. The City and the Union agree to mutually look for ways to control health care costs where such measures would not negatively impact other employees of the City.

The City will also provide a dental plan for full-time employees and eligible dependents as described in the plan documents.

The City shall have the right to change to another carrier, providing the overall benefits of the new plan are substantially equivalent to or better than those offered in the existing plan. Any significant change in overall coverage resulting from a change in carrier remains subject to negotiations. A representative of the Bargaining Committee shall be kept advised of any efforts by the City to change carriers.

An employee who leaves City employment shall be responsible to reimburse the City for a prorated amount of the annual HSA deposit according to the scale:

Prior to January 1:	50%	Prior to April 1:	25%
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This may be accomplished via deduction from the employee's last payroll check from the City or from the employee's personal funds.

Employee HRA plan rates shall be determined by the Employer as the average reimbursed premium over the selected plan Cap amount.

Section 42b. Insurance Opt Out.

The City shall provide annual opt out payments as described below:

Medical/Dental opt out:	\$2,700
Medical only opt out:	\$2,500
Dental only opt out	\$200

If four (4) or more bargaining unit members opt out, payments are increased as described below:

Medical/Dental opt out:	\$3,000
Medical only opt out:	\$2,800
Dental only opt out	\$200

The payment shall be made as an added wage to the employee's biweekly payroll.

Section 42c. Optical Reimbursement.

The City shall provide up to \$200 per calendar year reimbursement of optical expenses incurred by the employee, spouse, or eligible dependents during that year. Any unused annual allotment will be added to the allotment for the next calendar year. Combining more than two years or carrying over more than \$200 of unused allotment to the next year is not permitted.

Section 42d. Long Term Disability.

The City will contribute up to \$500 toward the premium for a long term disability policy for each unit member who is not in the MERS defined benefit pension program. The disability plan shall include a 180 day elimination period a 60% of wage benefit with a \$3,000 monthly maximum and an age limit of Medicare eligibility (currently age 65). Unit members who are in the MERS defined benefit plan may purchase this benefit at their own cost. The policy provider shall be determined by the City.

Section 43. The City will maintain its existing Law Enforcement Agency/Officers Professional Liability Insurance and its Umbrella Liability Policy, or policies which provide substantially similar protection for the life of this Agreement.

Section 44. The City shall provide fully paid Fifty Thousand Dollars (\$50,000) life insurance policies for all members of the Division. This amount to be increased to One Hundred Thousand Dollars (\$100,000) in case of accidental death on or off duty.

## ARTICLE 12

### WAGES AND PAY PERIOD

Section 45. Classifications under this provision to be as follows: Patrolman. See Appendix A. Each employee shall receive his/her paycheck bi-weekly. Should the Employer wish to alter the pay period to better accommodate accounting practices of the City, all unions including the POLC Rank and File will meet and confer on the proposed change.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

Section 46. Vacation or compensatory time or time off without pay to attend funerals for persons other than those outlined specifically in this Contract may be arranged upon approval of shift supervisor, deputy department head, or department head.

Section 47. It is hereby agreed that the City shall pay to the employee's mileage at the published IRS rate for the use of the employee-owned vehicles on City business.

Section 48. The City may refer an employee for a medical examination, either physical or psychological, when there is a reasonable basis to suspect that the employee is unfit for duty. The City shall pay for the cost of the required examination and may select the provider, certified in the appropriate field, to do the examination. The employee shall, if he disagrees with the results of the examination, have the right to be examined by an individual of his choice, also certified in the field in which the

employee's fitness is being questioned. The cost of this examination shall be the obligation of the employee. The City's fitness decision shall take into account the results of both examinations and its decision may be grieved by the employee. If the Chief determines to remove the employee from active duty pending the results of the initial examination, the employee shall be placed on paid administrative leave.

Section 49. The City shall provide a minimum of Two Hundred Dollars (\$200.00) clothing allowance per member of the Association in the Police Department budget. The Chief of Police shall determine the needs of the department and shall provide all employees with the necessary items to maintain an acceptable appearance based on the Standards of the Profession. Further, the City shall assume the full cost of uniform dry cleaning for all full-time employees who are on regular duty and clothing of employees who are on assignment to plainclothes duty for more than ten (10) consecutive days, as defined in the attached Letter of Understanding dated June 9, 1993.

Section 50. If requested, the member will be furnished a copy of his efficiency report.

Section 51. The City will reimburse full-time employees for tuition, books and required materials needed in connection with academic courses leading to a job related degree authorized by the Department Head and City Manager at a rate of fifty percent (50%). (Employees Chad Rosema and Matt Meeuwsen, who are currently engaged in the educational process, will receive 100% reimbursement until completion of their current degree.) Employees hired after June 30, 2014 are subject to the following additional conditions: The City reserves the right to suspend the tuition reimbursement program when insufficient budget resources are available; or to limit the number, amount, or maximum percentage of reimbursements.

- All courses must be from an approved accredited college or university.

- Classes are to be scheduled during non-working hours unless flexible scheduling is approved by the City.
- Employees shall request approval of an annual academic plan prior to preparation of the annual City budget.
- Authorization to enroll in a course for which reimbursement is allowable shall be obtained from the Department Head and City Manager prior to enrollment.

Employees participating in the tuition reimbursement program agree to continue working at the City in a regular full-time scheduled status for at least six (6) months following completion of the course for which the employee has been reimbursed. If the employee voluntarily or involuntarily terminates, or voluntarily reduces his/her hours to part-time or temporary status, an amount equal to tuition reimbursement paid by the City will be deducted from the employee's pay. Employees hired after June 30, 2014 who take advantage of this program and subsequently terminate employment with the City as described above, before three (3) years from the date of the course completion, must return a proportionate amount of the reimbursement as follows: Full reimbursement to the City for less than one (10 year, one-third (1/3) after the second year and no penalty after the third (3<sup>rd</sup>) year. Reimbursement shall be for completed courses with an academic grade of 70 percent (C) or above. Grades shall be submitted with the reimbursement request. The reimbursement rates shall be as follows:

- At the actual cost for courses taken at a Michigan public college or university.
- At the actual cost for courses taken at a non-public college or university or the equivalent of the highest credit hour cost for Grand Valley State University, Western Michigan University or Ferris State University, whichever is less.
- At no time shall the reimbursement be more than the actual cost of the course to the employee.

Employees shall not be authorized or reimbursed educational expenses for courses in approved fields of study in excess of actual costs for reimbursable expenses connected with one course per academic term or semester. Tuition reimbursement

shall only be approved after an employee has successfully completed their applicable probationary period. There shall be no advance payment for course work. Employees receiving any type of outside educational assistance are required to disclose the amount of this aid and have it certified by the educational institution. This amount will be subtracted from the tuition provided by the City.

Section 52. Employees who are employed on December 1 of each year and have then completed five (5), ten (10) or fifteen (15) years of service shall be eligible to receive a longevity payment of Four Hundred Dollars (\$400.00), Eight Hundred Dollars (\$800.00) or Twelve Hundred Dollars (\$1,200.00), respectively. Such payment shall be made on the first pay day in December. Effective January 1, 2009, proportionate payments will not be made upon retirement or termination of services.

Section 53. Employees will become eligible for advancement to subsequent steps on their anniversary date of employment or sooner if merited. Supervisors shall discuss with an employee whose merit increase could be delayed the reason for the same at least sixty (60) days prior to the employee's anniversary date, to afford the employee an opportunity to sufficiently correct the stated work or personal deficiencies. Said deficiencies shall be presented to the employee in writing and shall become a permanent part of his/her personnel file.

Section 54. There shall be a minimum of two (2) sworn police officers assigned to work on each and every scheduled shift, e.g., if there are three (3) shifts on any given day, there shall be two (2) sworn police officers assigned to work the full term of each of the three (3) shifts.

Section 55. In the absence of a uniformed supervisor on any of the respective shifts, the senior officer shall be responsible. Accordingly, the senior employee shall be paid premium pay for all hours worked in the higher classification and provided such premium pay is authorized in advance by the Chief of Police. Premium pay shall be one and one-half (\$1.50) dollars per hour.

Section 56. Special Conference. Special conferences may be arranged between the City and the Union to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that said conferences shall not be used for the purposes of collective bargaining, unless prior consent is obtained from the other party.

Section 57. When imposing any discipline, the City will not take into account any prior infractions which occurred more than four years prior to the incident giving rise to the current discipline. In the event an employee completes four years of service without a disciplinary action, letters of discipline over four years old shall be permanently removed from the employee's personnel file upon request to the City Manager.

Section 58. Drug Testing. The parties mutually agree to establish a committee to work with the City Manager's office on implementation of a policy or guidelines addressing the issue of drug and alcohol testing issues.

Section 59. Uniforms - Cleaning. The City will provide dry cleaning services for officers uniforms on the following basis:

- Work clothing which may be dry cleaned includes uniform shirts, uniform pants, ties, thin jackets and jackets with liners. Officers assigned to plain clothes duty may submit for cleaning 2-piece suits, 3-piece suits, sport coats, pants, plain-clothes officers' shirts, and sweater/sweater vests if worn while on duty.
- Employee usage of the dry cleaning benefit shall be relative to actual need. There shall be a general limit of no more than 4 uniform shirts and 3 uniform pants per week plus one jacket per month or the equivalent in other items (3 sport coats and 3 pants or 3 sweaters and 3 pants or 3 suits per week), however,

the limits may be exceeded in special circumstances when approved by the Chief of Police.

- The City shall select the approved vendor. Billing will be direct to the City of Grandville by the vendor. There will be no charge to the employee.

Section 60. Safety. Equipment considered unsafe shall not be used until inspected and repaired as necessary.

## ARTICLE 14

### PLACEMENT AND PROMOTIONS

Section 61. When a vacancy occurs in existing sergeant's positions or a new sergeant position is created within the department, the position shall be posted in the department. Upon posting the position, tests and evaluations will be completed within six (6) weeks after the end of the posting period. Appointments shall be made within two (2) weeks. Advancements within the police department will warrant a raise in pay.

Section 61a. Promotional Procedure/Sergeant. Promotions to the rank of sergeant shall be filled in the following manner:

Notice of examination and position to be filled shall be posted within the Grandville Police Department for a period of twenty-one (21) days prior to examination. To qualify as a candidate for testing and promotion the applicant must have achieved the top seniority pay step for police officer prior to applying. A competitive promotional process shall determine the most qualified applicants. The process shall include a written examination, oral board examination and consideration of seniority. In determining each applicant's score, weight shall be assigned as follows:

- |    |                     |                  |
|----|---------------------|------------------|
| 1. | Written Examination | 50 points        |
| 2. | Oral Examination    | 40 points        |
| 3. | Seniority Points    | 10 points (max.) |

(1/12 point per full month of service computed as of the last day of the examination posting period)

Written Test: The written test shall be developed by the Chief. The written test shall relate to law enforcement, with an emphasis on police first line supervision. The written test shall be supervised by the Chief or his designee. The results will not be disclosed in points during the examination process, only pass/fail. Candidates shall be afforded time to review the written test with Chief of Police after scoring if the examination was prepared by the Chief. If the examination was prepared by a private vendor, any review will be conducted according to the contractual arrangement with the examination vendor. Candidates achieving a score of seventy-five percent (75%) or above shall continue through the completion of the promotional process.

Oral Board: The oral board shall be made up of three (3) persons. One (1) of whom shall be from another police agency with the rank of sergeant. Another member shall be a person working in criminal justice. The third member shall be a person familiar with City services and promotional practices, either as an employee of the City of Grandville or another jurisdiction.

Promotion: Candidates shall be allowed to contact Chief for their scores. The Chief shall have the option of awarding the rank of sergeant to either the highest or second highest ranking candidate. Should within the first six (6) months after promotion and during the probationary period, the promoted employee not retain the rank of sergeant, the next higher-ranking employee for the test group shall be awarded the rank of sergeant. The City shall establish an eligibility list of those employees who have completed the promotional process. Such eligibility list shall remain in effect for twelve (12) calendar months from the date of the most recent promotion and any subsequent promotion within that time period can be made by the Chief by selecting from the two highest ranking candidates on the list.

Section 61b. Other City Department Openings. In addition to posting department positions, it is agreed that all City openings will be posted in the department.

Section 61c. Position Rotation.

- (a) In an effort to create well rounded experienced officers and to provide variety and opportunities which will help foster good morale, position rotation will be highly encouraged.
- (b) Two detective positions will have a term of five years each. The term of these detective positions will end on different years so as not to have both veteran detectives end their term on the same year.
- (c) All other positions outside of the road patrol will have a term of two years. The positions this currently applies to are: support services, detective training, community policing, school liaison and vice. The two year term limitation is not limited to these positions. Any future positions not specifically mentioned, outside of those listed in paragraph (b) will also have a two year term limit.
- (d) At the end of a position's term the Chief of police or his designee will post the job for applicants to apply. The posting shall be open for new applicants to apply for thirty days. After the thirty days have elapsed, the Chief or his designee shall select a person to fill the position. The Chief or his designee shall put an emphasis on new applicants when selecting a person to fill the new two or five year term position. If the person whose term just expired is selected to fill the position again over other interested parties, the Chief or his designee shall indicate to those interested parties why they were not deemed suitable to fill the vacancy.
- (e) Upon execution of this contract anyone who has been in their position longer than the term limitations listed above shall have their position posted for new applicants to apply to that position. If more than one position within one auxiliary unit has exceeded their term limitation, the person who has been the unit the longest shall have their position posted immediately. If there are two or more expired term positions, the second position shall be posted for rotation one year after the first position was posted. The third expired position will be posted two years after the first posting and so on for all expired positions.

ARTICLE 15

CITY RIGHTS

Section 62. It is recognized that the City retains all rights and power with respect to managing the affairs of the City which it has by virtue of the laws and City Charter except as the exercise of such rights or powers is modified by the specific terms of this Agreement. Except as provided in this Agreement, the Association recognizes the:

- (a) Right of the City to operate and manage its affairs in all respects.
- (b) Exclusive right of the Chief of Police to establish departmental rules and procedures.
- (c) City and the Chief of Police have the exclusive right to schedule overtime work as required in the manner most advantageous to the City, commensurate with the applicable provisions of this Agreement.
- (d) Fact that every duty connected with operations enumerated in job descriptions is not always specifically described, and it is intended that all such duties shall be performed by the employee.
- (e) The City, the City Manager and the Chief of Police reserve the right to lay off employees of the Police Department as stipulated in Section 18 of this Agreement.
- (f) The City and the Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.
- (g) The City, City Manager and Chief of Police shall retain all rights and authority to which by law they are entitled.
- (h) The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government. Upon such transfer, all agreements are to be reviewed and any changes as it affects personnel of the department will be negotiated.
- (i) The City shall have the authority to consolidate the operations of two (2) or more departments and to reorganize the operations within a department or departments.

- (j) The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- (k) The City shall not discharge or discipline any employee except for just cause.

## ARTICLE 16

### NO STRIKE

Section 63. The Division agrees that during the term of this Agreement it and its members will not call or participate in any strike or other interruption of or interference with the normal business or activities of the City

## ARTICLE 17

### RETIREMENT

Section 64a. An employee who retires at 55 years of age or older and his/her spouse shall be eligible for health insurance subject to the following:

- (1) This coverage begins on the date of early retirement from the City's service and continues until the employee becomes eligible for Medicare or age 65, whichever occurs first.
- (2) The City's cost for providing such coverage shall be limited to the existing cost of the coverage provided at the time of retirement. Any increase in cost of coverage after the date of retirement shall be paid by the employee.
- (3) After the date of retirement, single coverage shall not be increased to couple coverage except at the expense of the unit member.
- (4) An employee who has achieved the conditions required for normal retirement as defined in this article, and who has retired in good standing with the employer, shall be presented with a retirement badge. Under the same conditions, retirees with fifteen (15) years or more of continuous service with the employer may purchase their service weapon from the City for \$400; employees with less than fifteen (15) years of service may

purchase their service weapon from the City at the replacement cost of the firearm.

Section 64b. The Defined Benefit plan is for employees hired before July 1, 1993 and consists of the MERS B-4 Plan with F-55/15 Rider. Employees are required to pay 2.4% gross wages through payroll deduction to the Plan.

Employees hired on or after July 1, 1993, participate in a Defined Contribution Plan that requires employees to contribute 4.0% of gross wages by payroll deduction. The City contributes ten (10%) percent of the employee's gross wages.

## ARTICLE 18

### WORK ASSIGNMENTS

Section 65a. It is understood that the normal work shift assignments shall be awarded to patrol persons on a seniority preference basis, highest to lowest.

Section 65b. Shift assignments shall be defined as the shift and squad or rotation that an employee works. Shift bid preferences shall be made for eighty-four (84) day periods. Eight (8) hour shift hours shall be identified as at least two (2) eight-hour work shifts for each of three (3) eight-hour shift designations within each twenty-four (24) hour period, not more than one (1) relief shift per eight-hour shift, and not more than one (1) floating or varying relief shift per twenty-four (24) hour period. The floating shift shall allow at least sixteen (16) hours between scheduled duty periods. Each employee shall bid by their seniority, with the employee having the greatest seniority having first choice. Shift bidding will be completed at least fifteen (15) calendar days prior to the start of an eighty-four (84) day work/bid period. Once an employee bids a shift for an eighty-four (84) day period, no change shall be made to the shift assignment without the mutual approval of the affected employee and the Department Head, except under any of the following conditions:

1. In case of illness, injury or an effort to grant equitable vacation, an abnormal or unusual work situation would exist and temporary shift reassignments would be expected and accepted by the affected

employees. These temporary reassignments will be made by the management of the Police Department, based on seniority as follows: volunteers shall be requested from highest to lowest and mandated assignments will be given from lowest to highest, based on the needs of the service as determined by the Chief of Police.

2. When the Chief of Police has determined that in the best interests of the City the Department and/or the individual employee personnel must be transferred to different shift assignments regardless of seniority status or preference to accomplish specific training, attend scheduled schools or prepare for reassignment, such transfers shall be binding on all specifically affected.

Section 65c. Upon completion of the Field Training Process, a probationary employee shall be assigned to a shift. Which of the shifts a probationary employee works, and in what rotation, shall be at the discretion of the Chief. However, the probationary employee shall not displace an employee during an eighty-four (84) day shift period. For the remainder of the probationary period, the employee shall be subject to the normal shift bid provision unless the need for continued training requires the probationary employee to be administratively assigned to a shift. The Chief shall give as much advance notice as possible what shift the employee shall be assigned to.

## ARTICLE 19

### DURATION

Section 66. This Agreement shall remain full force and effect until June 30, 2017, and shall be automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing between two hundred (200) and one hundred twenty (120) days prior to the expiration of this Agreement or any anniversary thereof.

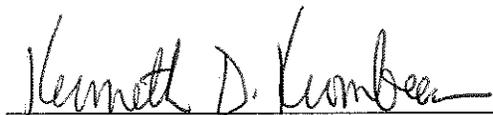
Section 67. This Agreement contains the entire agreement between the parties, and during its term neither shall be required to bargain on any subject, whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement to discuss changes, modifications and problems concerning this Agreement. They shall further carry on discussion with respect to grievances and any additional problems concerning wages, hours and conditions of employment.

Section 68. Public Act 4 of 2011. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Act.

Witnessed:

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

POLICE OFFICERS LABOR COUNCIL,  
GRANDVILLE POLICE DEPARTMENT  
DIVISION, RANK & FILE UNIT

By:   
\_\_\_\_\_

Its:   
\_\_\_\_\_

  
POLC Labor Representative

CITY OF GRANDVILLE

  
\_\_\_\_\_

  
Mayor  
\_\_\_\_\_

APPENDIX A  
WAGES

Effective October 1, 2014

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Police Officers	\$45,157.50	\$48,561.53	\$52,457.63	\$56,416.50	\$60,912.00

Effective July 1, 2015

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Police Officers	\$46,173.54	\$49,654.16	\$53,637.93	\$57,685.87	\$62,282.52

Effective July 1, 2016

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Police Officers	\$47,443.31	\$51,019.65	\$55,112.97	\$59,272.23	\$63,995.29

A police officer shall receive an additional three percent (3%) of his regular hourly salary for each hour worked while on assignment to plainclothes duty for more than ten (10) consecutive days.

APPENDIX B  
INSURANCE  
SCHEDULE OF BENEFITS

1. ELIGIBILITY

ELIGIBLE EMPLOYEES: All full-time employees of the City who are working a minimum of thirty (30) hours per week.

INITIAL ELIGIBILITY DATE FOR NEW EMPLOYEES: The first day of the month following completion of thirty (30) continuous days of active employment with the City.

AGE LIMITATION FOR ELIGIBLE DEPENDENT CHILDREN: The end of the year in which the child attains age 19, except that a regular full-time student at an accredited college or university who is dependent upon the employee for support is eligible until age 25.

SPONSORED DEPENDENTS: Certain dependents other than children may qualify for coverage under this Plan. Please consult the definition of "Dependent" for details.

2. COVERED BENEFITS

FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS

See Enclosed Sheets

## MEMORANDUM OF UNDERSTANDING

### TWELVE HOUR SHIFTS

This memorandum of understanding is mutually agreed to by the City of Grandville and the Police Officers Labor Council, Grandville Police Department Division Rank and File Unit. This memorandum shall remain in effect from July 1, 1990, until either the City or the Rank and File Unit exercises the notice of discontinuance.

In order to properly institute a 3/12 (three day/twelve hour) shift program, the following Articles and Sections of the Collective Bargaining Agreement are amended to read:

### ARTICLE V

#### HOURS AND OVERTIME

Section 10 Overtime shall be paid at the rate of one and one half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of twelve (12) hours per day or eight-four (84) hours in a fourteen (14) day pay period. Employees shall for the 84 hours worked in a pay period receive 80 hours at the employee's hourly rate and four hours of compensation time earned. A twenty-four (24) hour period shall begin at 12:01 A.M. and end at 12:00 Midnight.

Section 11 ... Normal work period shall consist of seven days worked in a fourteen day period according to the staggered configuration of the 3/12 schedule.

Section 12(b) The compensatory time off bank shall not, at anytime, exceed two hundred (200) hours.

ARTICLE VIII  
LEAVE OF ABSENCE AND SICK LEAVE

Section 24(b) After completion of the six months, each full-time employee shall be credited with 48 hours of sick leave, and will accumulate further paid sick leave at the rate of eight (8) hours per each full month of employment exclusive of leaves of absence.

Section 24(f) Unused accumulated sick leave shall be paid to the employees who retire from or leave the municipal service after completion of five (5) years or more of continuous service, to a maximum of fourteen hundred and forty (1440) hours at the rate of (\$2.00) per day for each eight (8) hours times the full years of continuous service. In case of death, unused accumulated sick pay shall be paid to the beneficiary of the deceased employee.

ARTICLE IX  
VACATIONS

Section 32(a)(b) (c) (d) All stated days are understood to be earned at one day equals eight (8) hours. It is further understood that while on a 3/12 schedule all vacations days used are at one day equals twelve (12) hours.

Section 33 Vacation pay shall be computed on the basis of 40 hours pay plus two hours compensatory time earned for each seven day period and at twelve hours per vacation day used.

## ARTICLE X

### HOLIDAYS

Section 35 Personal days shall be taken at the rate of one (1) personal day equals twelve (12) hours.

Section 39(a) The employee shall receive compensation at the rate of two and one-half (2½) times their regular hourly rate for twelve (12) hours plus two and one-half (2½) times their hourly rate for any additional hours the employee is required to work.

Section 41 No change unless the day is a date on which the employee would have been scheduled to work twelve (12) hours, the twelve (12) hours shall be awarded. If the hours would be in addition to the 84 in a pay period then an eight (8) hours award will continue.

## ARTICLE XVII

Section 59(a) This shall be the total governing language for shift bidding.

Section 59(b) This section shall be suspended for the full term of memorandum of understanding, except as to the provisions in paragraph seven and subparagraph 1 & 2.

This memorandum of understanding shall be a clear indication of mutual willingness to enter into the 3/12 shift program. Both the Chief of Police and Rank and File Unit members agree to continue discussion and to dispose amicably of any problems which might arise in the course of this program or provisions of the collective bargaining agreement which might, through unintentional oversight, be inconsistent with this memorandum of understanding or interfere with the successful implementation or operation of the 3/12 program.



## SCHEDULE A

### Wages

Effective 7/1/14 (but not retroactive):	Increase 2013 wages by 1.25%
Effective 7/1/15:	Increase 2014 wages by 2.25%
Effective 7/1/16:	Increase 2015 wages by 2.75%

Officers assigned as Field Training Officer (FTO) will receive an additional \$1.50 per hour assigned to supervise a trainee in FTO assignment.