

CITY OF GRANDVILLE

POLICE OFFICERS LABOR COUNCIL  
GRANDVILLE POLICE DEPARTMENT DIVISION  
SUPERVISOR UNIT

2014 - 2017

TABLE OF CONTENTS

	PAGE
ARTICLE 1.....	2
RECOGNITION.....	2
ARTICLE 2.....	3
ASSOCIATION REPRESENTATION.....	3
ARTICLE 3.....	3
ARTICLE 4.....	4
CHECK-OFF.....	4
ARTICLE 5.....	5
HOURS AND OVERTIME.....	5
ARTICLE 6.....	7
GRIEVANCE PROCEDURE.....	7
ARTICLE 7.....	9
SENIORITY.....	9
ARTICLE 8.....	11
LEAVE OF ABSENCE AND SICK LEAVE.....	11
ARTICLE 9.....	15
VACATIONS.....	15
ARTICLE 10.....	16
HOLIDAYS.....	16
ARTICLE 11.....	17
INSURANCE.....	17
ARTICLE 12.....	21
WAGES.....	21
ARTICLE 13.....	21
MISCELLANEOUS PROVISIONS.....	21
ARTICLE 14.....	25
PLACEMENT AND PROMOTIONS.....	25
ARTICLE 15.....	25
CITY RIGHTS.....	25
ARTICLE 16.....	26
NO STRIKE.....	26
ARTICLE 17.....	27
APPENDIX A.....	i
WAGES.....	i
MEMORANDUM OF UNDERSTANDING.....	ii

## AGREEMENT

THIS THREE YEAR AGREEMENT, effective July 1, 2014, through June 30, 2017, made and entered into this 2nd day of March, 2015, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the POLICE OFFICERS LABOR COUNCIL, Grandville Police Department Division, Supervisory 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 the 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 agrees 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 sergeants 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 meeting 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 represented by not more than three (3) persons.

Section 4(a). 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 6 of this Agreement.

Section 4(b). Special conferences may be arranged between the City and the Union to discuss matters of mutual concern. The party requesting the special conferences 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 purposes of collective bargaining, unless prior consent is obtained from the other party.

## ARTICLE 3

Section 5. (a) 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. (b) All future employees of the City of Grandville hired to positions within the bargaining unit may become members of the Division upon completion of one-half of his/her probation period or, in the alternative, shall tender to the Division a dollar amount equivalent to the dues of the Division. (c) The City of Grandville 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 a knowledge of members attending while on duty and where to immediately reach those members in case of urgent need or emergency.

(d) 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. (e) 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 days written notice to the City or upon termination of this Agreement, whichever occurs first.

Section 7. The forgoing 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 rehired, 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, hours paid shall be considered hours worked.

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

Voluntary unscheduled overtime is defined as overtime made available, given less than two (2) weeks' notice. This typically occurs as a result of employees sick call-in, etc. Unscheduled overtime shall be offered to available personnel, based on rank seniority (highest to lowest). If no employee accepts the overtime, 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 rank 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, specific traffic enforcement, special events that were not catered to a special assignment. An example of an exception would be overtime need 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 work days.

Section 12(a). (a) 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 circumstances, 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 or her duties. If the employee so elects, he or she shall be given compensatory time off, in whole or in part, in lieu of wages earned.

Section 12(b). The compensatory time off bank shall not, at any time, exceed two hundred (200) hours. Employees who request compensatory time off, with ten (10) days or more 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 any dispute between the City and the Division, or between the City and any member or members, concerning working conditions not specifically set forth herein and the effect, interpretation, application, claim or breach or violation of this Agreement. The term "working days" means regularly scheduled, non-holiday weekdays.

Section 14. Grievances shall be settled in accordance with this following procedure:

- Step 1- All grievances shall be reduced to writing and presented to the Chief of Police or designee within five (5) working days of the occurrence giving rise to the grievance or within five (5) working day of when the employee reasonably should have known of the occurrence. The written grievance shall include: time, date, and alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that give rise to the grievance, the remedy desired, and the signature of the grievant or Union Representative. The grievance shall be signed with date and time of receipt noted by the Chief or designee and a copy returned to the grievant or Union Representative. Within five (5) working days after receipt, the Chief or designee shall meet with the grievant and his/her Union Representative. Within five (5) working days after the meeting the Chief or designee, shall issue a written answer to the grievant and Union Representative.
- Step 2 - If the answer at Step #1 is unsatisfactory to the grievant or Union, either may, within ten (10) working days from the receipt of the Step #1 answer, file a written appeal with the City Manager. This appeal must be signed by the grievant or Union Representative. The City Manager shall, within five (5) working days from the receipt of the appeal meet with the Grievant and Union Representative to hear the dispute. Either party may

have other persons at this meeting who they deem necessary. Within ten (10) working days after the meeting, the City Manager shall present a written answer to the grievant and Union Representative.

- Step 3 - If the answer at Step #2 is unsatisfactory to the Union, the Union may submit a written demand for arbitration within twenty (20) working days in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected from a panel of seven (7) names submitted by the FMCS from the Sub-Regional list for Michigan. The parties shall alternately strike names from the list with the right of first strike being done by the Employer or its designee. The last remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify the arbitrator of the selection. The arbitration shall be conducted in accordance with the rules of the FMCS.

Powers of the Arbitrator. The arbitrator shall have no power to amend, add to, ignore, change, or modify the provisions of this agreement or the written rules and regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented to him/her. The arbitrator shall have no authority to award retroactivity of any grievance settlement earlier than the date on which the grievance was filed. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he/she considers appropriate to the circumstances. The arbitrator shall render his/her decision in writing within thirty (30) days after the closing of the record, and the fees and expenses of the arbitrator shall be shared equally between the parties. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, the Employer and its officials, including the Chief of Police, the City Manager, and their designated representatives.

Time Limits. The time limits stated in this Section may be extended by mutual written consent, signed by the Union and the Employer.

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 the 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, providing 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 the 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. A member's 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 18. (a) Rank seniority shall be the controlling factor in layoffs from any rank or classification, and employees shall be laid off from their rank or classification in inverse order of seniority. After an employee is laid off from one rank or classification, he shall then have the right to use his total seniority to be assigned to a lower rank or classification if he (1) has greater total seniority than an employee in such lower rank or classification, and (2) is able to perform the duties of such rank or classification. (b) The City will not reduce hours below forty (40) hours per week in place of layoff. (c) No full-time employees shall be laid off as long as part-time employees 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 will 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 week following the expiration of an approved leave of absence.
- (c) Absence from work for three consecutive working days without properly notifying the City of an acceptable reason for absence or unless otherwise excused.
- (d) Layoff for lack of work for more than eighteen (18) months.

Section 21. In case of extended sickness an employee who exhausts his sick leave days and vacation allowance shall continue to accumulate seniority for a total of twelve (12) months. Thereafter, he shall be granted a sick leave of absence without further accrual of seniority for the duration of the sickness. Upon receiving a doctor's statement indicating employee fitness for return to work, he will be reinstated in accordance with his accrued seniority.

## ARTICLE 8

### LEAVE OF ABSENCE AND SICK LEAVE

Section 22. Members may, at the discretion of the City, be granted leaves of absence without pay. Also, 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 member was on leave. Leave shall be granted upon approval of the Department Head and 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 reason 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 sick paid 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 months, each newly hired 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 day per each full month of employment exclusive of leaves of absence.
- (c) Unused sick leave shall accumulate from year to year to an unlimited amount.
- (d) When unusual situations or emergencies exists in the member's immediate family, he may be compensated for the time off by the City with no invasion of the member's sick leave bank. This will be at the discretion of the City Manager,
- (e) Effective July 1, 2014, unused accumulated sick leave shall be paid to the employees hired prior to November 1, 1994, 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 daily rate 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 November 1, 1994 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, will 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 or less consecutive working days. 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.

Section 27. 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 28. 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 benefits, 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 benefits 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 accumulated sick 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 non-work related illness or injury shall be continued at the City's 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 28(a). If an employee covered by this Agreement becomes physically or mentally handicapped 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.

Section 28(b). Work Related Medical Appointments

An 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 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 appointments will not be granted

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) working days 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 Commanding Officer. He shall be paid by the City the difference between the amount he receives for such training and his 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 receives for such duty and his full salary for a period of twenty (20) working days each emergency.

Section 31. In the event an employee 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. The employee 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 the employee's 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 is employed. However, he shall be credited with five (5) days of vacation after completing the first six (6) months. He shall be entitled to five (5) additional days of vacation after completing the succeeding six (6) months of employment.
- (b) After completing the second calendar year, the member shall be credited at the rate of 1.00 of a day for each month employed from the first anniversary date to January 1st. All vacations from that point will be earned as of January 1st each and every year.
- (c) After completing the 7th calendar year of employment, employees will receive one additional day of vacation for each year worked thereafter through the 15th year of employment with the City.
- (d) After completing the 15th calendar year of employment, an employee shall be entitled to four (4) weeks of vacation leave each year.
- (e) Payment for accrued vacation credit 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 final pay of the employee shall be reduced accordingly.

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

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 staffing needs 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 (rounded 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 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), Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Veteran's Day (November 11), Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas (December 24), Christmas Day (December 25) and two (2) personal business days.

Section 36. Members shall use the personal business days at any time after January 1 during the following twelve (12) months. Personal business days shall be paid at either eight (8) or twelve (12) hours depending on the assignment of the officer. Employee shall give five (5) days prior notice of intent to take personal business leave. These credits shall not accumulate beyond the time specified unless for 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 instance shall the vital services of the City to the community be interrupted by the 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 (21/2) times his regular hourly rate for all hours worked on a holiday.
- (b) If the employee so elects, he or 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 42. The City shall pay the required premium, except for employee premium sharing as noted below, for full-time employees plus the cost of coverage for his/her spouse and eligible child dependents (as defined by law) for the hospitalization plan and dental plan described in appropriate Summary Plan Description for the following plans.

Section 42(a). 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 (\$1250 single/\$2500 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 \$1250 (single) or \$2500 (double or family) on October 1<sup>st</sup> 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 42(b). The City shall provide up to \$200 per calendar year reimbursement for 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 (2) two years or carrying over more than \$200 of unused allotment to the next year is not permitted.

Section 42(c). Effective October 1, 2011, the City shall 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 program. The disability plan shall include a 180-day elimination period, a 60% wage benefit with a \$3,000 monthly maximum, and an age 65 limit. 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 42(d). 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 two (2) 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 43. The City agrees to provide adequate false arrest insurance.

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 or in the line of duty death.

## ARTICLE 12

### WAGES

Section 45. Classifications under this provision to be as follows: Sergeant. See Appendix A.

## 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. The City shall pay to the employee mileage at a rate equal to the current IRS allowance when the use of the employee-owned vehicle is required on city business and is approved by the Chief of Police or his designee.

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.

Section 48(a). The parties mutually agree to establish a committee to work with the City Manager's office on implementation of a policy or guideline addressing drug and alcohol testing issues.

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.

Section 49(a). The City shall provide dry cleaning for uniforms of 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, through a City selected vendor.

1. Billing will be direct to the City of Grandville by the vendor. There will be no charge to the employee.
2. 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, plainclothes officers' shirts, and sweater/sweater vests if worn while on duty.
3. 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 1 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.

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

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%). All employees, who are currently engaged in the educational process will receive one hundred (100%) reimbursement until the 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 (1) year, one third (1/3) after the second year and no penalty after the third 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. Proportionate payments shall 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.

ARTICLE 14  
PLACEMENT AND PROMOTIONS

Section 54. When a job or new opening appears in the department, the job shall be posted in the department. Upon posting the job and upon the City receiving an adequate number of qualified applications, tests and evaluations will be completed within three (3) weeks and appointments made within one (1) additional week. Advancements within the Police Department will warrant a raise in pay. Placement or advancement shall be at the City's discretion and the City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies.

In addition to posting departmental positions, it is agreed that all City openings will be posted in the Department.

Supervisor 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 personnel file.

ARTICLE 15  
CITY RIGHTS

Section 55. It is recognized that the City retains all rights and powers 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 power 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) City, City manager and the Chief of Police shall retain all rights and authority to which by law they are entitled.
- (h) 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) City shall have the authority to consolidate the operations of two or more departments, and to reorganize the operations within the department, or departments.
- (j) Association recognizes the City has the 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 dismiss or discipline any employee except for just cause.

Section 56 - Discipline. When imposing any discipline, the City will not take into account 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.

## ARTICLE 16

### NO STRIKE

Section 57. 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

Section 58(a). The Defined Benefit retirement plan is for employees hired before July 1, 1993, and, effective July 1, 2008, consists of the MERS B-4 plan with the F-55(15) rider with participating employees paying 4.4% by payroll deduction to this plan. Effective July 1, 2009, participating employees will pay 3.4% by payroll deduction to this plan.

Employees hired on or after July 1993, participate in a Defined Contribution retirement plan. The City will contribute 9% and the employees will be required to contribute 3% of gross wages by payroll deduction to the plan. Effective July 1, 2009, the City contribution to the Defined Contribution retirement plan will increase to 10% and the employees will be required to contribute 4% of gross wages by payroll deduction to the plan.

Sergeants promoted from the patrol officers' unit who are presently participating in the MERS defined benefit retirement plan, shall have the option of continuing in the MERS plan or electing the defined contribution retirement plan.

Section 58(b). An employee who retires at 55 years of age or older with 15 or more years of service shall be eligible with his/her spouse (excluding ex-spouses) 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 of 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) The coverage(s) offered shall be the same as provided to active employees in the bargaining unit.

(4) After the date of retirement, single coverage shall not be increased to two person or family coverage except at the expense of the unit member.

Section 59(a). It is understood that the normal work shift assignments shall be awarded to sergeants on a seniority preference basis, highest to lowest:

Section 59(b). Shift bids shall be made each fifty-six (56) days beginning February 1, 1988. The Sergeant with the highest seniority shall bid one (1) fifty-six (56) day bid of choice, and shall retain first bid of choice status on an every-other-bid cycle.

The Sergeant with the second highest seniority shall bid as first priority of choice in the second fifty-six (56) day bidding period.

The Sergeant with the third highest seniority shall bid as first priority of choice in the fourth fifty-six (56) day bidding period.

The cycle shall be repeated after the sixth fifty-six (56) day bidding period.

During the bidding period, the second, third and fourth bids of choice for that bidding period shall be made in consecutive order following the seniority of the Sergeant making the first priority bid of choice, i.e., when the second highest seniority bids first, third highest seniority bids second, fourth highest seniority bids third and first seniority bids fourth.

The bidding shall be completed at least fifteen (15) calendar days prior to the actual shift change. Once an employee bids a shift, no changes shall be made without the mutual approval of the affected employee and supervisor, except under the following conditions.

1. It is understood that illness, injury or the desire to grant equitable vacation periods an abnormal or unusual work arrangement and temporary shift reassignments are expected and accepted by the affected employees. These temporary reassignments are 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. It is further understood that should a situation arise where the Chief of Police has determined that it is in the best interest of the City, the Police Department and/or the individual, the personnel can and may be transferred to different shifts regardless of seniority status or preference. Reasons for such transfer are training or school attendance and preparation for reassignment.

Section 59(c). Light Duty. The Chief of Police and the City Manager will make their best efforts to make available temporary light-duty assignments. There is no obligation on the part of management to create work for light-duty assignment. Employees working in a light-duty assignment shall not be entitled to the 3% premium for plain clothes assignment and shall be responsible for the cleaning of their clothing. Temporary light-duty assignments may be discontinued by the City at any time. To the extent there are problems implementing light-duty, the Chief and the Union shall meet and confer.

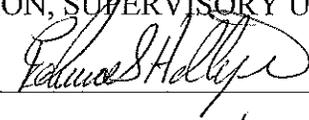
Section 60. Duration. This Agreement shall remain in full force and effect through June 30, 2014, and shall be automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration of this Agreement or anniversary thereof.

Section 61. 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 grievance and any additional problems concerning wages, hours and conditions of employment.

Section 62. 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.

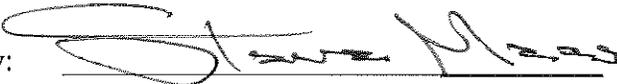
POLICE OFFICERS LABOR COUNCIL,  
GRANDVILLE POLICE DEPARTMENT  
DIVISION, SUPERVISORY UNIT

By: 

By: Edward S. Huyea

Date: 3-3-15

CITY OF GRANDVILLE

By: 

By: Steve Mazzes, Mayor

Date: 3-3-2015

## APPENDIX A

### WAGES

7-1-14\*      7-1-15\*      7-1-16\*

#### Sergeant - Annual Salary

The wages are 113.5% of the base wage paid to the top step patrolman per Appendix A of the Rank and File Unit Agreement.

An employee shall receive an additional 3% of his regular hourly salary for each hour worked while on an assignment to plainclothes duty for more than 10 consecutive days.

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

\* For reference only, the R&F Unit wage scale will be increased by 1.25%, 2.25% and 2.75% over the three years of this Agreement, plus bonus in the third year as written.

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is mutually agreed to by the Grandville Police Department Chief of Police for the City of Grandville and the Police Officers Labor Council Grandville Police Department Division, Supervisory Unit. This memorandum shall remain in effect from January 1, 1992 and until either the Chief of Police or the Supervisory Unit exercises the notice of discontinuance.

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

### 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 twelve (12) hours per day or eighty-four (84) hours in a fourteen (14) day period. Employees shall for the 84 hours receive 80 hours at the employee's hourly rate and four hours of compensatory time earned. A twenty-four (24) hour period shall begin at 12:01 a.m. and end at 12:00 midnight.
- Section 12(b) The compensatory time off bank shall not, at anytime, exceed two hundred and fifty (250) hours.
- Section 12(c) Although the City reserves the right to allow compensatory time off, it is hereby agreed that an effort shall be made by the City to allow the time off while considering the desire of the employees together with the manpower and workload requirement as determined by the City.

### ARTICLE 8

#### 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 8 hours per each full month of employment exclusive of leaves of absence.
- Section 24(f) Unused accumulated sick leave shall be paid to employees who retire from or leave the municipal service after completion of ten (10) years or more of continuous service to a maximum of fourteen hundred and forty (1440) hours at a rate equal to one third (1/3) of the employee's hourly rate or one-half (1/2) of the employee's rate for employees with twenty-six (26) years of service or more. In case of death, such unused accumulated sick leave pay shall be paid to the beneficiary of the deceased employee.

ARTICLE 9

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 vacation days are used 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 10

HOLIDAYS

Section 35

Personal days shall represent twelve (12) hours pay while employees are assigned to the twelve (12) hour schedule.

Section 39(a)

The employees shall receive compensation at the rate of two and one-half (2-1/2) times their regular hourly rate for all hours worked on a holiday.

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) hour award will continue.

ARTICLE 17

Section 58(a)

This shall be the total governing language for shift bidding.

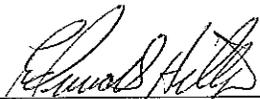
Section 58 (b)

This section shall be suspended for the full terms of this memorandum of understanding, except as to the provisions in paragraph seven and subparagraphs 1 & 2.

This memorandum of understanding shall be a clear indication of mutual willingness to enter into a 3/12 shift program. Both the Chief of Police and the Supervisory Unit members agree to continue discussion and 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.

Finally it is agreed that either party may exercise discontinuance of the 3/12 shift program by notifying the other party of this intention at least eighty-four (84) days prior to the desired date of discontinuance. Discontinuance shall not be for arbitrary or capricious reasons and is grievable on this standard only.

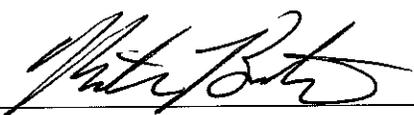
Should the 3/12 shift program be discontinued, it is agreed that the work schedule would return to the five (5) day, forty (40) hour shift schedule.

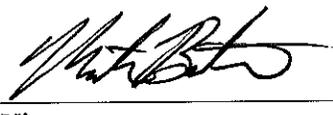
  
\_\_\_\_\_  
For the Grandville Division  
Supervisory Unit

  
\_\_\_\_\_  
City of Grandville  
Mayor

3-3-15  
\_\_\_\_\_  
Date

3-3-2015  
\_\_\_\_\_  
Date

  
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Witness

  
\_\_\_\_\_  
Witness

## LETTER OF UNDERSTANDING

### LEAVE TIME

The Union agrees to a trial period of using leave time in an "Accrual System." The trial period shall be during the length of this contract period. Under the accrual system, the City of Grandville will set up a system where leave time can be used as it is earned monthly. This change in system is contingent on the other City bargaining units agreeing to try the system also. No other part of the Vacation Leave articles in the contract will be affected by this agreement. See Attached Document of Outline of Policy.

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