

**AGREEMENT**

between

**CITY OF PORTAGE**

and

**THE PORTAGE POLICE COMMAND OFFICERS  
ASSOCIATION**

**Effective July 1, 2013 through June 30, 2016**



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## A G R E E M E N T

THIS AGREEMENT entered into this 15<sup>th</sup> day of July 2014 by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer," and THE PORTAGE POLICE COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Association."

### WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees, the Association and the community. Recognizing that the interests of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions herein- after specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

### ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for all of its Sergeants and Lieutenants excluding all other employees employed by the Portage Police Department.

Section 2: The Employer and the Association agree that neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, disability, marital status, nationality or political belief, nor shall the Employer or its agents, nor the Association, its agents or members, discriminate against any employee because of membership or non-membership in the Association.

Section 3: The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the employees are vested solely and exclusively in the Employer. This means that, subject to the specific terms of this Agreement and by way of illustration and not limitation, the Employer has the right to (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services or methods of operation; (b) introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) determine the number, location, and type of facilities and installations; (d) determine the size of the work force and increase or decrease its size; (e) hire, assign, and lay off employees; (f) permit City employees other than Police Department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency; (g) direct the work force, assign work and determine the number of employees assigned to operations; (h) establish, change, combine, or discontinue job classifications; (i) determine lunch, rest periods, and cleanup times, starting and quitting times,

and the number of hours to be worked; (j) establish work schedules; (k) discipline and discharge employees for cause; (l) adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereafter without notice to the Association; (m) transfer, promote, and demote employees from one classification, department, or shift to another; (n) select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.

Section 4: The Association agrees that except as provided for by the terms and provisions of the Agreement, employees shall not be permitted to engage in Association activity during working hours, there shall be no Association meetings held on City property unless authorized in writing by the Employer.

Section 5: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

## ARTICLE II - UNION SECURITY AND DUES CHECK-OFF

Section 1: Employees who, as of the date of execution of this Agreement have completed their probationary period shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment either become members of the Association or cause to be paid to the Association a representation fee equal to the monthly Association dues uniformly required of all Association members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their probationary period or thirty-one (31) days from date of hire, or rehire, become members of the Association or cause to be paid to the Association, a representation fee equal to the monthly Association dues uniformly required of all Association members as a condition of continued employment.

Section 2: During the terms of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay each pay period, the appropriate amount of monthly Association dues and initiation fee as designated by the Association and shall promptly remit any and all amounts so deducted to the Association. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of the Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Employee Development and the Association, or upon termination of employment.

## ARTICLE III - PROBATIONARY PERIOD

Section 1: All employees who were not employed by the City of Portage immediately prior to entering the classification on Sergeant or Lieutenant shall be probationary employees during their first twelve (12) months of employment. Employees promoted into the classification of Sergeant or Lieutenant from a position within the Portage Police Officers Association shall be

on promotion probation for the first six (6) months of their employment as a Sergeant or Lieutenant. The purpose of the probationary period is to provide an opportunity for the employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him/her for regular employee status in this bargaining unit. Employees who were not employed by the City of Portage prior to being hired into the classification of Sergeant or Lieutenant may be laid off, disciplined or dismissed at the sole discretion of the employer without regard to his/her length of service and without recourse to the grievance procedure during the twelve (12) month probationary period. Employees promoted into the classification of Sergeant or Lieutenant from a position within the Portage Police Officers Association may, during their six (6) months position probation, be returned to the position from which they were promoted without regard to his/her length of service in this bargaining unit and without recourse to the grievance procedure.

Section 2: When an employee is promoted to a higher paying job classification within the bargaining unit, he/she shall be on job probation in the classification into which he is promoted for a period of six (6) months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he/she demonstrates in the discretion of management that he/she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he/she had permanently occupied.

Section 3: If an employee is promoted to a position under the Employer, not included in the bargaining unit and is thereafter, within one (1) year of said promotion, involuntarily transferred, laid off, or demoted again to a position within the unit, or voluntarily returns, he/she shall return to the classification within the bargaining unit from which he/she was promoted with the seniority he/she held at the time he/she was promoted for bargaining unit purposes, provided that there is then existing a position that is available to said employee.

Section 4: If it is necessary to reduce the number of employees in the Bargaining Unit for any reason whatsoever, employees shall be laid off by classification, with bumping rights based on seniority within the Unit, provided always that the remaining employees have the skill and capability to perform the available work in the remaining job classifications. Employees shall be recalled to the job classification from which they were laid off. In the event that the number of days of seniority within the Unit is equivalent, the employee with the least amount of department seniority shall be laid off first. Department seniority shall be defined as an employee's length of continuous service with the department since the date upon which an employee first reported for full-time work at the instruction of the Employer since which he has not quit, retired or been justifiably discharged. Employees laid off from the bargaining unit shall return to the job classification from which he/she was promoted from outside the PPOA bargaining unit.

## ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2: FIRST STEP. An employee's grievance shall be submitted in writing to the Director of Public Safety - Police/Fire Chief. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Director of Public Safety - Police/Fire Chief within five (5) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The Director of Public Safety - Police/Fire Chief shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Employer.

Section 3: SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his association grievance chairman or his designated representative shall notify the City Manager in writing within five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the City Manager or the Director of Employee Development and/or someone by him designated shall meet with the grievant and Association representative within seven (7) working days after receipt of request to consider the grievance. The City Manager or the Director of Employee Development or his designated representative shall give the written answer to the aggrieved employee and his Association representative within seven (7) working days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Employer.

Section 4: THIRD STEP. If the grievance has not been settled in the Second Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within fifteen (15) working days after receipt of the Second Step answer.

All matters submitted to arbitration shall be submitted to the Michigan Employment Relations Commission in accordance with its Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the Employer and the Association.

Section 5: Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Association may process the grievance to the next step. In the event the Association does not appeal a grievance from one step to another within the time

limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 6: Grievances on behalf of the entire Association shall be filed by the Chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure. Such grievances must be clearly defined as to how it was determined to be a class action grievance.

Section 7: Meetings provided for in the Second Step of the grievance procedure shall start no later than 4:00 P.M. on the day for which they are scheduled. The Association's committee shall not exceed a total of three (3) in number except that resource personnel may be utilized if required.

Section 8: The Employer shall be promptly informed in writing as to the membership of the Association's grievance representatives and any changes therein.

Section 9: Wherever the words are used in the Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding the eleven (11) holidays recognized by the Employer.

Section 10: An Association representative shall suffer no loss of pay from his/her regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the Director of Public Safety - Police/Fire Chief prior to leaving his/her station to investigate and/or process grievances recognizing the urgent aspects of the job have first priority. It is understood and agreed that the Director of Public Safety - Police/Fire Chief shall not unreasonably deny the Association representative the necessary time off.

#### ARTICLE V - DEPARTMENTAL INVESTIGATIONS

Section 1: In the event a complaint is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable between 8:00 a.m. and 4:00 p.m., unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.
- (b) The member of the department being questioned shall be informed in writing of the nature of the investigation before any interrogation commences, the officer shall be informed in writing whether any possible criminal charges or disciplinary action might result from the investigation, and the complainant and/or witnesses will be disclosed. If

the member of the department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he/she shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

- (c) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available during the interrogation.
- (d) No record of any departmental investigation made as a result of a complaint will be placed in the employee's personnel record, unless the complaint is brought to his attention within thirty (30) days of the complaint.
- (e) Investigations shall be initiated within ten (10) days of receipt of allegations against a member of this bargaining unit. The investigation shall be concluded within thirty (30) days from the date the employee is notified in writing of the investigation by the Director of Public Safety - Police/Fire Chief or his representative, and the employee (or the Union in the event the employee is not at work) shall be notified, in writing, that the complaint was sustained or unfounded within three (3) working days (as defined in Article IV, Section 9) of the conclusion of the thirty (30) day period.
- (f) No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be untrue.

Section 2: Upon written request, the Association shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this section. Upon request, prior to arbitration, all documents not previously provided or exchanged, which either party intends to use as evidence, will be forwarded to the other party: However, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

## ARTICLE VI - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and believes he has to have been unjustly suspended or discharged, he/she shall be allowed to discuss his suspension or discharge with his Association representative before being required to leave the Police Station. Such suspension or discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager under Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of discharge less such compensation as he/she may have earned at other employment during such period.

## ARTICLE VII - LEAVE OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2: Beginning July 1, 1982, each employee will receive one (1) paid personal business leave day each year which will be scheduled at the employee's request subject to the approval of the Director of Public Safety - Police/Fire Chief.

Section 3: An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence at his request without pay and without loss of seniority of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Association members will be subject to the terms outlined in the City's Family and Medical Leave Act Policy.

Section 4: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 5: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of his/her orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled

such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received as regular pay from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks (ten [10] regularly scheduled working days) in any one (1) calendar year.

Section 6: Employees shall receive eight (8) hours pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, grandchildren, employee's grandparents, children, brothers, sisters, brothers-in-law, sisters-in-law, and grandparents-in-law; and, to be eligible for such pay, the employee must attend the funeral. An additional two (2) working days shall be allowed for the death of the employee's current spouse, child, stepchild, grandchild, or parents. The Director of Public Safety - Police/Fire Chief may require verification of funeral or necessity for such leave.

Section 7: A permanent employee may, upon his written request, be granted a leave of absence for not to exceed one (1) year for the purpose of continuing his/her formal education at a recognized college or university. Such leave of absence shall be granted without pay and without loss of seniority rights. The employee must request such leave of absence three (3) months in advance of the date such leave is requested to begin, and the employee must indicate the expected date of return.

Section 8: Association Leave. Officers elected or appointed to the Association's Executive Board or the Pension Board, providing authorization has been obtained from the Executive Board and furnished to the city, shall be allowed up to a combined total of nine (9) duty days for the purpose of attending to Association business and conventions without loss of pay or benefits provided: the granting of such leave would not result in a shortage of sufficient officers and result in the required payment of replacement overtime as determined by the Director of Public Safety - Police/Fire Chief.

Section 9: Leave of absence referred to in this Article must be applied for in writing by the employee and approved in writing by his/her department head in order to preserve the employee's job rights during such leave.

Section 10: Employees who pursuant to law are not permitted to carry a gun or who are found to be mentally or psychologically unfit in accordance with Article IX will immediately return their City issued weapon to the City.

#### ARTICLE VIII - PAID SICK LEAVE

Section 1: Full-time employees hired by the city prior to December 1, 2011, starting with their seventh (7<sup>th</sup>) month of continuous employment by the Employer, shall accumulate paid sick leave credits on the basis of one (1) day per month. Full-time employees hired by the city on or after December 1, 2011, starting with their seventh month of continuous employment by the

Employer, shall accumulate paid sick leave credits on the basis of one-half (1/2) day per month.

Section 2: In order to qualify for sick leave payments, the employee must report to the on duty team leader or his designated representative not later than one (1) hour before his/her normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition thereto, if any employee is absent two (2) or more days, said employee must notify the department by 4:00 P.M. on the day preceding his/her intended date of return.

Section 3: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations.

- (a) When an employee's absence from work is due to a non-duty illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs, or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the City.
- (b) When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his/her employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, the Employer will pay such employee the net difference (taking into account the fact that Worker's Compensation payments are not subject to federal income or social security tax or state income tax) between what the employee receives in compensation under such Act and what he would have received for the time necessarily lost from his/her regularly scheduled duty days due to such illness or injury for a period of not to exceed twenty-six (26) weeks in any twelve (12) consecutive months. It is understood that the employee's sick leave accrual will be frozen during the time period in which the employee is receiving such supplement. When an employee is no longer eligible for the payment from the Employer above referred to, thereafter he/she shall be entitled to utilize his/her accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he/she is entitled under such Act and the amount of daily pay he/she would have received for the duty days on which such necessary absence occurred on his/her regularly scheduled hours.
- (c) It is understood that the Employer will continue a Long-Term Disability Plan, as further set forth herein, and that no sick leave accumulation shall be utilized to supplement an employee's income after payments commence under said plan after the expiration of the original qualification period thereunder.
- (d) The Employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce

a statement from a medical doctor certifying to the necessity for such absence. If an employee's attending physician fails to give an estimated return to work date, the Employer may ask for a second opinion from a physician of the Employer's choice, paid for by the Employer, to substantiate the need for the sick leave following a period of absence that exceeds the later of 6 weeks or the period of any FMLA leave time taken by the employee. If the employee disagrees with the findings, a third doctor mutually satisfactory to the Employer and the Association will be chosen to examine the employee and his/her findings will be binding on the employee, the Employer, and the Association. The fee charged by the third doctor will be paid by the Employer. In either event, the employee may request a physician whose sex is the same as the sex of his or her attending physician.

- (e) In the case of critical illness or injury requiring hospitalization of an immediate family member, sick time may be authorized if requested, limited to 5 sick days during a 12 consecutive month period.

Section 4: Employees who have been continuously employed by the employer for fifteen (15) years from their date of hire shall receive compensation for unused sick leave credits (with a cap of 700 hours as the total maximum of such payoff—fifty (50%) percent of 1,400 hours for employees hired by the city before December 1, 2011 and with a cap of 500 hours as the total maximum of such payoff – fifty (50%) percent of 1,000 hours for employees hired by the city on or after December 1, 2011) at his or her rate of pay at separation, up to fifty percent (50%) of the total number of eligible sick leave hours accrued upon separation. An employee's beneficiary as designated by the employee on a beneficiary form supplied by the city, shall receive a payment equal to fifty percent (50%) of the employee's eligible sick leave credit, at the current rate of pay at the time of death, provided he/she was an employee at the time of death, as outlined above.

Section 5: Whenever sick or emergency leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. For employees hired by the city prior to December 1, 2011, the total accumulation shall not exceed one thousand four hundred (1,400) hours. For employees hired by the city on or after December 1, 2011, the total accumulation shall not exceed one thousand (1,000) hours.

#### ARTICLE IX - PHYSICAL FITNESS

Section 1: The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in a reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a doctor of the Employers choice, at the Employer's expense, reveals such physical or mental unfitness. Physical examinations will be performed by a medical doctor, while mental examinations will be performed by a Psychiatrist or Psychologist in accordance with IACP standards. If the employee disagrees with such findings, then the employee, at his own expense,

may obtain a physical or mental examination from the doctor, Psychiatrist or Psychologist, as described above, of his choice. Should there be a conflict in the findings of the two examinations, then a third examination will be given by a doctor, psychiatrist or psychologist, as described above, mutually satisfactory to the Employer and the Association. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Association.

Section 2: When an employee is absent from work for medical reasons for four or more days, or following surgery, and the absence is not associated to a line of duty incident, the City may require the employee, consistent with the federal Family and Medical Leave Act, to provide medical documentation of (1) the continuing need for the light duty assignment or leave; or (2) the ability of the employee to return to work or to return to his/her regular work assignment. The employee will not be permitted to return to work or to return to his/her regular work assignment until the City has been provided with the requested medical documentation and is satisfied that the employee is able to return to work or to his/her regular assignment.

Section 3: Whenever an employee is prescribed medication, he/she must inquire of the prescribing doctor if the taking of the medication will affect his/her ability to safely perform his/her job. If the prescribing doctor indicates that it will have such an effect, the employee must immediately report that fact to the Director of Public Safety – Police/Fire Chief or Deputy Chief.

Section 4. Health Management Program. Bargaining unit employees must undergo an annual preventive physical examination, during each contract year, July 1<sup>st</sup> through June 30<sup>th</sup>. Annual physical exams are the responsibility of the employee and will be given by a medical doctor selected by the employee. The employee will furnish to the Department of Benefit Services, a statement from the doctor certifying that the physical examination was given within seven calendar days following the end of the contract year. The statement will be attached to an e-mail and submitted to the Department of Benefit Services using the following e-mail address: [hmpsubmission@portagemi.gov](mailto:hmpsubmission@portagemi.gov).

Effective July 1, 2014 when an employee, and the employee's spouse if the employee is married, have successfully completed the HMP physical examination requirement for the previous contract year (7/1/13 – 6/30/14), the employee will receive a \$200 HMP award. The HMP award payments will be paid on the first full payroll of July 2014. This HMP award is intended for the current labor agreement only and not intended to establish a practice or expectation for HMP awards in future years.

On a one-time basis, the three (3) employees and the spouses who had their 2012-2013 preventive physical examinations in the last week of June 2013 will be permitted to use those physical examinations to meet their obligation to have a preventive physical examination in the 2013-2014 year. They must then undergo a preventive physical examination between July 1, 2014 and June 30, 2015 to qualify for that year's HMP award.

## ARTICLE X - ADDITIONAL HOURS WORKED

Section 1: Time-and-one-half (1-1/2) an officer's regular hourly rate, determined by dividing the officer's salary by two thousand eighty (2,080) hours, shall be paid for all scheduled hours worked, which results in an officer working an excess of an average of forty (40) hours per week per pay period. For example, an officer will be paid time-and-one-half (1-1/2) his/her regular rate when he/she is scheduled to fill in for another officer who is on vacation, sick leave (four [4] hours or more per day) and time spent as an officer witness in Court. Each officer shall be paid a minimum of two (2) hours overtime pay when called in.

Overtime for planned or unplanned absences or events, such as for vacation, training, or illness, if filled by overtime, will be offered as follows: a rotation list; assigned as mandatory if there are not rotation volunteers. Mandatory overtime will most often be accomplished by holding over a command officer already on duty and/or bringing in the next command officer on duty early.

If prior planning is required for a special event, overtime may be assigned to the command officer involved in the planning.

The rotation list will comprise all Association command officers who wish to be considered for overtime assignments. Assignments will be made without consideration of the division the command officer is assigned to or where the overtime is required. The rotation list will be modified each shift bid period.

Section 2: Except for extreme emergencies and court time, an employee will not be required to work more than twelve (12) consecutive hours.

Section 3: Patrol team employees shall be allowed to bid shifts every six months. Employees shall be allowed to select the shift of their choice by exercising their time-in-rank seniority. The employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events in accordance with Section 4 below. The normal shifts shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and from 12:00 midnight to 8:00 a.m.

The employer also retains the management right to determine the number of officers to be assigned. All command officers outside of the patrol teams are excluded from the provisions of this shift bid section.

Notwithstanding the above provisions, the City reserves its continued right to assign personnel at its discretion at any time.

Section 4: The Employer shall make reasonable effort to schedule the two (2) regular days off for members consecutively. However, in no case shall an employee experience more than two (2) instances per contract year (July - June) where his regular days off are not consecutively scheduled unless mutually agreed upon by the employee and the Director of Public Safety - Police/Fire Chief or his designated representative.

Section 5: Full time employees who work on any shift which commences on or after 12:00 noon but before 8:00 p.m., shall be entitled to a shift premium of thirty-five (35¢) cents per hour. Full time employees who work on any shift which commences on or after 8:00 p.m., but before 6:00 a.m. shall be entitled to a shift premium of fifty (50¢) cents per hour. Shift premium shall not be added to the base rate for purposes of calculating longevity.

Section 6: Employees may elect to receive compensatory time off, at the appropriate overtime rate, in lieu of receiving payment for overtime hours. Employees shall be allowed to accumulate eighty (80) compensatory hours. If the city is unable to grant an employee's request to take compensatory time off, it will grant an alternate day within a reasonable period, defined as two weeks.

## ARTICLE XI - HOLIDAYS

Section 1: The following dates shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, President's Day, Good Friday, July 4th, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, Christmas Day, the latter one-half of Christmas Eve Day, the latter one-half of New Year's Eve Day and the day after Thanksgiving Day.

Section 2: Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid at the rate of time-and-one-half (1-1/2) of his regular straight time hourly rate for the hours so worked, in addition to the aforementioned holiday pay.

All Team Leaders and/or Sergeants shall have the option of taking the straight time pay as set forth in Section 2 or they may notify the Employer on or before the holiday that they desire to accumulate the equivalent number of hours for Holiday Leave Time; such Holiday Leave Time may be taken thereafter at any time; provided, however, that no more than 90 hours of Holiday Leave Time may be carried at any one time. The Director of Public Safety – Police/Fire shall determine the number of employees who can be excused for Holiday Leave at any one time.

Section 3: To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours that he was scheduled to work on the last scheduled day preceding and the next scheduled work day subsequent to such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

## ARTICLE XII - VACATIONS

Section 1: Regular full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- (a) Upon the successful completion of probation and six (6) months of continuous service the employee shall be credited with 40 hours of paid vacation.
- (b) Following successful completion of probation and six months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of 80 hours per year.
- (c) Upon completion of five years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 120 hours per year.
- (d) Upon completion of ten years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 144 hours per year.
- (e) Upon completion of fourteen years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of 160 hours per year.
- (f) Upon completion of twenty years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of 172 hours per year.

Section 2: The Director of Public Safety - Police/Fire Chief shall determine the number of employees who can be excused for vacation at any one time. Eligible employees will be allowed to take their leave days in conjunction with their vacation. Vacation requests submitted at the same time will be approved based on unit seniority.

Section 3: When an Employee who has an accumulation of hours for vacation with pay, retires, resigns, with a minimum of two weeks notice, or is discharged or dies, such employee (or his/her beneficiary as designated on the beneficiary form supplied by the City) shall receive the pay for such hours along with his/her final paycheck.

Section 4: Paid vacation will not be approved for an employee for hours in excess of that employee's accumulation at the date of his/her first day of scheduled vacation.

Section 5: Vacation time may be accumulative to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. Requests for additional accumulations must be approved by the Department Head and City Manager; a written record of which shall be

maintained in the employee's permanent personnel file. No vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances as determined by the City Manager. The Finance Director will notify employees of an approaching vacation maximum accumulation.

### ARTICLE XIII - PERSONNEL FILES

Any employee shall have the right, upon written request, to receive copies of all material placed in his/her personnel file except any and all privileged information obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished to the employee at his/her expense.

### ARTICLE XIV - LONGEVITY PAY

Section 1: Effective July 1, 2010, all regular, full-time employees shall receive longevity pay for continuous service in accordance with the following schedule:

<b>Sergeants</b>	<b>Lieutenants</b>
Upon completion of 5 years - \$1,367	Upon completion of 5 years - \$1,454
Upon completion of 10 years - \$2,735	Upon completion of 10 years - \$2,908
Upon completion of 15 years - \$3,760	Upon completion of 15 years - \$3,999
Upon completion of 20 years - \$5,128	Upon completion of 20 years - \$5,453

Continuous service shall accrue from last hiring date.

Section 2: For purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge unless reinstated through the grievance procedure or (3) retirement.

Section 3: The above referenced longevity payment shall be made the first pay period after the employee's anniversary date.

Section 4: In the event of death of an employee, his/her designated beneficiary, as designated by the employee on a beneficiary form supplied by the City, shall receive a pro-rata amount of the current year's longevity pay due.

### ARTICLE XV - CONTINUING EDUCATION

Section 1: All members of PPCOA will participate in career development planning, including attending position related training programs which would be mandated by the Director of Public Safety - Police/Fire Chief, paid for from the fiscal training budget, and scheduled during regular working hours. Employees enrolled in degree related programs, approved by the Director of Public Safety - Police/Fire Chief, are eligible for tuition reimbursement according to the following guidelines:

1. Each fiscal year, \$2,000.00 in funds will be allocated out of the training budget for tuition reimbursement.
2. June 1 of each year, employees wishing to participate in the tuition reimbursement funding will provide a written communication to the Director of Public Safety - Police/Fire Chief, indicating the estimated total tuition expenditures for the following fiscal year. Requests submitted after June 1 will be considered to the extent of funds available.
3. To the extent of funds available, all tuition eligible will be reimbursed at a rate of 50% of actual tuition upon verification of successful course completion with a minimum grade of "C" or better.
4. In the event available funds will not provide a 50% reimbursement, funding will be divided on a prorata basis, among the employees participating.
5. In no event shall any one employee receive more than \$1,000.00 in any fiscal year for tuition reimbursement.

Section 2: When an employee enrolls for a course that is job related as determined by the Director of Public Safety - Police/Fire Chief, the Employer shall reimburse said employee for all required textbooks for said course provided that the employee has exhausted other outside sources for such payments, (i.e., L.E.E.P. funding, G.I. Bill). Those texts so purchased by the Employer shall become permanent additions to the Employer's Library following the employee's completion of said course. If the employee fails to complete said course, he shall reimburse the Employer for the textbooks previously furnished.

#### ARTICLE XVI - SALARY RANGES

Section 1: Effective July 1, 1992, the employer, so long as the employer voluntarily reaches agreement with the Association, shall maintain a Police Sergeant's base wage at not less than ten percent (10%) above top step Police Officer's wage, and a Police Lieutenant's wage at not less than eighteen and one tenth percent (18.1%) above a top step Police Officer's wage.

- (a) For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made part hereof shall remain in full force and effect.

Section 2: Whenever a Sergeant fills in for a Lieutenant for a period of more than one (1) week, the Sergeant will be paid at a rate half (1/2) way between the Sergeant's rate and the Lieutenant's rate.

Whenever a Lieutenant fills in for a Deputy Chief for a period of more than one (1) week, the Lieutenant will be paid at a rate half (1/2) way between the Lieutenant's rate and the next higher Deputy Chief's rate.

## ARTICLE XVII - EMPLOYMENT CONDITIONS

All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not altered by the provisions herein contained shall remain unaffected by this Agreement.

## ARTICLE XVIII - UNIFORMS

Section 1: For the life of this Agreement, it is hereby agreed that the Employer shall furnish the employees uniforms. Annually, the Director of Public Safety - Police/Fire Chief will conduct a uniform inspection, at which time he/she shall make the determination relative to the replacement of old uniforms so as to insure the continuing policy of providing serviceable uniforms to the command officers. New uniforms shall be ordered immediately following said inspections based upon the determinations made by the Director of Public Safety - Police/Fire Chief. The Employer will continue its practice of providing cleaning for uniforms and other clothing worn in the line of duty.

Section 2: The Employer will continue to furnish each non-uniformed officer with one pair of coveralls and one pair of boots to be used for tactical and training purposes.

Section 3: It is understood and agreed that all equipment to be used by the officers is to meet minimum State safety standards and that each officer is obligated to advise his/her command officer in writing when any such equipment fails to meet such standards.

Section 4: The body armor to be used by employees is to meet minimum safety standards established by the National Institute of Justice and that each employee is obligated to advise his/her command officer in writing when any equipment fails to meet such standards.

The City shall purchase and supply protective body armor to all command officers. Currently, employees may choose between two types of protective vests supplied by the city. If it is necessary or beneficial to supply a different type (or model(s)) of protective vest, the employer may specify a new vest after seeking and considering input from PPOA and PPOA bargaining unit employees. Based upon input received and with approval from the Director of Public Safety - Police/Fire Chief-Police/Fire Chief, up to two types of protective vests may be selected and employees may choose the vest that he/she prefers. The city will also purchase and supply one (1) outer garment carrier to each Command Officer. All command officers shall be required to wear the protective body armor at all times while on duty subject to the exceptions set forth below.

- Command Officers assigned to KVET and SWET while on office duty or on undercover operations, when the wearing of body armor could compromise their undercover status.
- Command Officers on approved undercover operations, when the wearing of body armor could compromise their undercover status.
- Command Officers in plainclothes assignments. They will be required to carry body

armor in their vehicle with them any time they travel while on duty and will be required to wear body armor when reporting to any preplanned high risk operation or to make an arrest.

- Command Officers will not be required to wear body armor on station (inside the Police Station) but must wear body armor on the road or when engaged in any field activity or supervision in the field.

Exceptions to the mandatory use of body armor may be granted at the discretion of the Director of Public Safety - Police/Fire Chief when the daily temperature forecast exceeds 80 degrees Fahrenheit.

Any Command Officer exempted above may choose to wear body armor in those instances for their safety and protection.

Once command officers have received their initial body armor, pursuant to this agreement, replacement body armor shall be specified in this agreement and shall be issued by the City when the body armor has reached the manufacturer's warranty or has become damaged or unserviceable. The mesh carriers shall also be replaced by the City when they become damaged or unserviceable.

## ARTICLE XIX - INSURANCE

Section 1: The Employer agrees to pay the monthly premium on Thirty Thousand (\$30,000) Dollars Group Life Insurance Coverage under the City's present plan and to provide One Hundred Thousand (\$100,000) Dollars False Arrest Insurance for each employee while on duty. The Employer further agrees to make available to the employees, at the employee's expense, the option to purchase an additional Sixty Thousand (\$60,000) Dollars of Group Life Insurance Coverage in \$30,000 increments, at the same cost paid by the Employer, provided the employees have the necessary participation to qualify them for the group rate.

### Section 2:

Through January 31, 2014 the Employer agrees to provide BCN10 coverage at the following levels: Physician office calls - \$30 co-pay; Consulting Specialist office call - \$45 co-pay; UX/ER \$50/\$150; Deductible - \$500/\$1000; Rx - \$10/\$20/\$40. The vision rider is Blue Vision 12/12/12. Effective February 1, 2014, subject to unilateral changes made by the carrier, the coverage provided by the employer will change from BCN10 to BCN Classic - Large. Co-pays and deductibles covered above are unchanged. For coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of \$5,692.50 for single, \$11,385 for two-person and \$15,525 for family coverage. The applicable caps will be adjusted within thirty days following the execution of the replacement labor agreement and the employer will pay \$5,857.58 for single, \$12,250.00 for two person and \$15,975.23 for family coverage. Effective February 1, 2015 the applicable caps will be adjusted based upon the medical care component of the U.S. Consumer Price Index for the most recent 12 month period available prior to October 1, 2014. Effective February 1, 2016 the applicable caps will be adjusted based upon the medical care component of the U.S. Consumer Price Index for the most recent 12 month period available prior to October 1, 2015. Employees will pay their share of the premium

through payroll deduction. A medical flexible spending account program will be implemented.

The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan.

- (a) An employee who can provide evidence of coverage and elects to opt out of the city health insurance plan, shall receive a monthly cash supplement equal to fifty (50%) percent of the total monthly premium paid by the city for the BCN5 coverage (single, double, or family, which ever applied to the employee). Payments will be made through the regular payroll systems. Opt out can only occur during open enrollment. Re-enrollment can occur during open enrollment or if an involuntary loss of coverage occurs. In the situation where involuntary loss of coverage occurs, the employee shall notify the Department of Benefit Services within five (5) working days of the event. An employee who previously dropped medical insurance to elect to opt-out shall be re-enrolled, as well as the employee's dependents, into the medical plan previously dropped. An employee who elected the opt-out at the time of hire may elect the type of medical insurance plan for which the employee and eligible dependents will be enrolled. Effective as soon as practicable after August 12, 2010, this fifty percent (50%) supplement will be changed to forty percent (40%).
- (b) The Employer agrees to provide a retiree health insurance premium supplement effective from the attainment of age 55 through age 64. Entitlement to retiree health insurance premium supplement occurs only as a result of retirement or termination at minimum age 55 and at that time the employee accepts their retiree health benefits. If an employee retires or terminates prior to age 55, that employee must accept COBRA benefits (continuation of insurance at the employee's expense) and the COBRA time period must cover the entire time gap between termination and age 55, at which time the employee would convert to retiree health benefits. Any lapse in coverage under a city group insurance program prior to age 55 will nullify an employee's eligibility for retiree health insurance supplement.
- (c) Employees retiring or terminating employment on or after July 1, 1987, shall be eligible to participate in a retiree health insurance premium supplement paid by the City of up to \$35/month effective from attainment of age 55 through age 64 provided:
  - i. The employee elects to continue uninterrupted group health insurance made available by the City carrier(s) with the premium (less \$35/month) paid fully by the retiring employee.
  - ii. If the City group insurance options are not elected, the City will reimburse the retired employee for up to \$35/month provided evidence of payment for health insurance premium covering the employee for the month in question is provided to the City and provided the employee requests this supplement or benefit from the City.

- iii. Employees retiring or terminating employment on or after July 1, 1988, shall be entitled to this benefit at the rate of up to \$70/month.
- iv. Employees retiring or terminating employment on or after July 1, 1990, shall be entitled to this benefit at the rate of up to \$130 per month.
- v. Employees retiring or terminating employment on or after July 1, 1991, shall be entitled to this benefit at the rate of up to \$175 per month.
- vi. Employees retiring or terminating employment on or after July 1, 1992 shall be entitled to this benefit at the rate of up to \$225 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier.
- vii. Employees retiring or terminating employment on or after July 1, 1993 shall be entitled to this benefit at the rate of up to \$350 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier.
- viii. Employees retiring or terminating employment on or after July 1, 1994, shall be entitled to this benefit at the level of \$384 per month. If an employee retires or leaves employment at age 55 or older and dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (date the employee would have reached age 65) or the death of the spouse, whichever is earlier. For employees retiring or terminating employment on or after July 1, 1994, this benefit will be expanded to include the purchase of health insurance, dental insurance or optical/vision insurance. It is understood that the employee must secure dental and optical insurance on their own; there is no provision for continuation of these benefits in the City's plan notwithstanding COBRA coverage for dental insurance. For employees retiring or terminating employment on or after July 1, 1995, the benefit amount will be increased to \$388.00 per month. It is expressly understood that the retiree health insurance benefit applies only to employees who retire or terminate employment on or after July 1, 1987.
- ix. For employees retiring or terminating employment on or after July 1, 1996, the benefit amount will be increased to \$430.00 per month. Retirees can receive up to the full amount if they either continue group insurance coverage through the city or pay for coverage through another insurer. Retirees that drop group insurance coverage through the city and provide

evidence of coverage through group insurance benefits of another family member, shall receive a monthly cash supplement of 50% of the monthly premium supplement amount.

- x. For those employees retiring or terminating employment on or after July 1, 1998, the benefit amount will be increased to \$450.00 per month. Retirees can receive up to the full amount if they either continue group insurance coverage through the city or pay for coverage through another insurer. Retirees that drop group insurance coverage through the city and provide evidence of coverage through group insurance benefit of another family member shall receive a monthly cash supplement of 50% of the monthly premium supplement amount.
- xi. For employees retiring at age 55 or older with a at least 20 years of service after July 1, 2002 the benefit amount will be increased to 95% of premium for single or double (spouse included) coverage that is charged to the Employer for the applicable coverage until the first of the month that the employee reaches age 65. If an employee who retires after meeting the 55/20 requirement dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (the first day of the month the employee would have reached age 65) or the death of the spouse, whichever is earlier. Retirees that drop group insurance coverage through the city and provide evidence of coverage through group insurance benefits of another family member shall receive a monthly cash supplement of 50% of the applicable monthly premium paid by the city until the date the employee reaches age 65.
- xii. Effective July 1, 2010 retirees that drop group insurance coverage through the city and provide evidence of coverage through group insurance benefits of another family member shall receive a monthly cash supplement of 40% of the applicable monthly premium paid by the city until the date the employee reaches age 65.
- xiii. For employees in this bargaining unit as of June 30, 2014 who retire after June 30, 2014 at age 55 or older with at least 20 years of service, the benefit will be ninety percent (90%) of the premium that is charged to the city for single or two person (spouse included) coverage until the first of the month in which the employee reaches age 65. If an employee who retires after meeting the 55/20 requirement dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (the first day of the month the employee would have reached age 65) or the death of the spouse, whichever is earlier.

For employees hired into or transferred into this bargaining unit after June 30, 2014 and who subsequently retire after June 30, 2014 at age 55 or older with at least 25 years of service, the benefit will be eighty percent

(80%) of the premium that is charged to the city for single or two person (spouse included) coverage until the first of the month in which the employee reaches age 65. If an employee who retires after meeting the 55/25 requirement dies before the 10 year benefit expires, this benefit will continue for the deceased employee's spouse through the expiration date (the first day of the month the employee would have reached age 65) or the death of the spouse, whichever is earlier.

xiv. Health insurance provided retirees will continue to be the same insurance plan and coverage provided to active employees.

(d) Effective July 1, 1998, the city shall provide the option of supplemental retiree health insurance to bargaining unit retirees who have continued health insurance coverage under a city group insurance program. The city shall maintain this supplemental coverage at the same level of benefits when compared to regular employee coverage in coordination with Medicare. The city shall have no obligation to pay any health insurance premiums for retired employees at age 65. The city shall make payments to the PPCOA supplemental retiree health insurance fund as follows:

Upon execution of the Agreement	\$31,500
July 1, 2014	\$31,500
July 1, 2015	\$31,500
July 1, 2016	\$31,500

The association shall promptly notify the Department of Benefit Services of any changes to where the above payments are to be mailed.

It shall be the PPCOA's exclusive responsibility to administer this fund, to determine the amount of benefit payments, rules of eligibility, and to regulate and control this fund to appropriate financial standards.

Effective February 1, 2012 supplemental coverage under this section will no longer be provided by the city. Employees previously eligible for coverage under this section must secure supplemental insurance coverage through an independent source.

Section 3: The Employer agrees to provide Delta Dental group insurance, limited as follows: one hundred percent (100%) of treatment costs paid by Delta Dental on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars (\$1,000.00) per person total per contract year on Class I, Class II and Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars (\$1,000.00) per eligible person.

Section 4: The Employer shall provide, at its sole expense, a Long-Term Disability Policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of not less than two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than ninety (90) work days [or eighteen (18) weeks] after the date of such non work related injury or illness. Said policy shall further provide that the provisions for two-thirds (2/3) of the income as set forth above shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the Long-Term Disability Policy, no employee shall utilize accumulated sick leave time for additional payment in excess of the two-thirds (2/3) of income provided by the carrier, notwithstanding any other provision of this Contract.

Section 5: It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, in accordance with the terms and conditions as set forth in Appendix "C" which by this reference is made a part hereof.

- (a) Contributions to the "Money Purchase Plan" shall be paid by the City to the Money Purchase Plan investment designate on behalf of each officer on an annual basis in accordance with the following schedule:

Effective January 1, 2000, for bargaining unit employees hired by the city before January 1, 2012, the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For bargaining unit employees hired by the city on or after January 1, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan.

- (b) The payment specified in subparagraph (a) above shall be made on a monthly basis, i.e., one-twelfth (1/12) of eighteen (18%) percent of the employee's base salary shall be paid monthly, by the fifteenth (15<sup>th</sup>) of each month for the preceding month.
- (c) For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.
- (d) The City will provide payroll deduction services for members wages to be placed in the members' pension account. The amount will be limited by the members' pension plan and Federal law. The City will deposit these funds into the members' pension plan on a monthly basis in accordance with State and Federal guidelines. Contributors will be paid for the current period, not a quarter in advance.
- (e) The union will notify the Department of Benefit Services 14 days in advance of any change in the pension bank transit and account number.

## ARTICLE XX - MISCELLANEOUS

Section 1: Employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the Police Department and to give their total support to new practices and procedures implemented by the Employer.

Section 2: This Agreement supersedes any and all rules, regulations, or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules, Portage Police Department Rules and Regulations, and applicable Administrative Orders of the City shall be applicable to employees within the bargaining unit unless such plans, rules, or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.

Section 3: An employee may be required to reimburse all or part of damage or repair costs, up to One (\$100.00) Hundred Dollars, either by monetary payment or by deducting accrued LEAVE TIME. Any reimbursement shall be conditional on the negligence of the employee involved, as determined by the Director of Public Safety - Police/Fire Chief, for the following offenses:

- (a) Accidents involving City-owned vehicles.
- (b) Careless operation of City vehicles.
- (c) Careless use or damage of City equipment, materials, or property which may necessitate the repairing thereof.
- (d) Property damage, either public or private.

Section 4: The clothing allowance for the Command Officers assigned to duties involving the utilization of civilian clothing shall be eight hundred and fifty dollars (\$850.00) per year provided that an officer is assigned to such duty for more than sixty (60) days each fiscal year. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of the Agreement. The payment of the clothing allowance shall be subject to the rules and procedures outlined below. The payment shall never exceed \$850.00 for any twelve month period. If the employee failed to complete sixty (60) days in the assignment, the employee agrees to pay back the full amount of the clothing allowance through a payroll deduction of \$50.00 per pay period.

Effective July 1, 2010, the clothing allowance for Command Officers assigned to duties involving the daily utilization of civilian clothing will be converted back to a taxable clothing allowance plan. However, the clothing allowance for those who qualify will be increased to an annual amount of \$1046.76, payable on a bi-weekly basis (\$40.26 per pay period). Employees entering the assignment will be eligible to receive the clothing allowance on the payday following the first full pay period in assignment. Upon separation of employment, the benefit

will be paid only if a full two-week period is due to the employee. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of this Agreement.

Section 5: The Employer shall give immediate notice to the Association of any change in the insurance coverage of the Employer as it affects the members of the Association.

Section 6: In the event of a vacancy for Lieutenant in the Portage Police Department a posting shall be placed on the board for internal applicants. Only those applicants who have completed two years of service as a Sergeant with the Portage Police Department will be eligible for promotional consideration. The posting, announcing the opening will include the date of the written examination, if necessary, and the applicable reading list.

- (a) The written examination will be a valid assessment for the position of Police Lieutenant and will be administered by the Department of Employee Development. The date of the test, if necessary, will not be sooner than 30 days following the posting of the vacancy announcement.
- (b) City of Portage Sergeants will only be required to pass the written examination for Lieutenant on one occasion in order to be considered for future promotion to Lieutenant. Sergeants who have yet to satisfy the two years of service requirement, may take the test prior to completion of the two year period when given, but are ineligible for promotion consideration until after the two year requirement has been satisfied.
- (c) Tests will be scored and the results will be posted. There will be a five day rebuttal period following the posting of the scores. Rebuttals must be provided in writing to the Department of Employee Development within the rebuttal period. Those candidates who have passed the written examination will be presented to the Director of Public Safety - Police/Fire Chief for interview and selection.
- (d) Internal applicants will be given first consideration. In the event there are no internal applicants, the city shall conduct a public recruit for the vacant position.

Section 7: Employees in this bargaining unit will not smoke while on duty or while in a city vehicle, nor will bargaining unit employees be required to operate a vehicle in which smoking is allowed.

Section 8: City of Portage Police Department Drug and Alcohol Policy is attached as Appendix D for the term of this agreement.

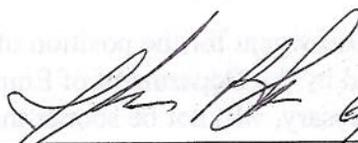
Section 9: The Command Officers agree to follow the Personnel Performance and Evaluation System as established in the Portage Police Department Order 200-11, dated July 17, 2002.

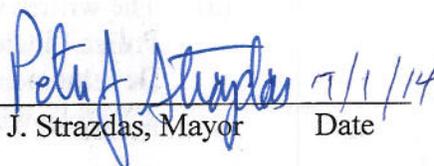
ARTICLE XXI - DURATION

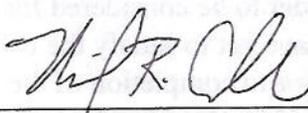
This Agreement shall become effective as of the first day of July, 2013 and shall remain in full force and effect through the thirtieth day of June, 2016 and from year to year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the thirtieth day of June, 2016, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

COMMAND OFFICERS ASSOCIATION

CITY OF PORTAGE

  
\_\_\_\_\_  
John Blue, President                      6/26/14  
Date

  
\_\_\_\_\_  
Peter J. Strazdas, Mayor                      7/1/14  
Date

  
\_\_\_\_\_  
Michael Collier, Secretary                      06/26/14  
Date

  
\_\_\_\_\_  
James Hudson, City Clerk                      7/1/14  
Date

**APPENDIX A**

**PORTAGE POLICE COMMAND OFFICER ASSOCIATION**

**BASE SALARY SCALE**

<b>July 1, 2013</b>	Start	One Year	Two Years
	Step A	Step B	Step C
Sergeant	\$67,504.82	\$68,369.85	\$69,235.71
Lieutenant	\$71,781.00	\$73,621.54	

A signing bonus equal to one and one-half percent (1.5%) of each employee's base pay will be made on the first full payroll following execution of this Agreement.

**July 1, 2014**  
**1.75% Increase**

	Start	One Year	Two Years
	Step A	Step B	Step C
Sergeant	\$68,686.15	\$69,566.32	\$70,447.33
Lieutenant	\$73,037.17	\$74,909.92	

**July 1, 2015**  
**1.0% Increase**

	Start	One Year	Two Years
	Step A	Step B	Step C
Sergeant	\$69,373.01	\$70,261.98	\$71,151.80
Lieutenant	\$73,767.54	\$75,659.02	

A bonus equal to one percent (1.0%) of each employee's base pay will be made with the first full payroll following July 1, 2015.

To achieve the steps above, courses must be completed as indicated below. If the employer fails to provide the opportunity for training within the time provisions stated, the employee will receive the step increase at the time stated as if they had completed the training requirement.

Sergeant: Within six months of promotion (step 1), successful completion of supervisory school is required to achieve step 2. Within one year from achieving step 2, Sergeants must complete an advanced supervisory or leadership school to achieve step 3.

Lieutenant: Within one year of promotion (step 1), successful completion of executive/command staff school is required to achieve step 2.

Section 1: It should be noted that of the increase given on 7/1/08, 0.25%, was given in exchange for the union agreeing to voluntarily remove the Cost of Living provision from the Labor Agreement.

## APPENDIX C

THIS AGREEMENT Entered into this 22nd day of August, 1985, between the CITY OF PORTAGE, (hereinafter referred to as "City") and the PORTAGE POLICE COMMAND OFFICERS ASSOCIATION, (hereinafter referred to as the "Association").

In consideration of the promises made to each other contained in a collective bargaining agreement entered into on the 22nd day of August, 1985, to be effective July 1, 1985, and amended on January 24, 2012, the parties hereto agree as follows:

1. The Association will establish a Money Purchase Plan, (hereinafter referred to as "MPP") for its members.
2. That all of the members of the Association agree to withdraw from the defined benefit pension plan established for them by the City and give evidence of their consent.
3. Upon receipt of the consent of all members, the City will transfer funds to the MPP investment designate in accordance with the Pension and Group Services determination of fund assets dated 07/02/85 upon a schedule approved by the City and Union. Such schedule shall reflect any penalties charged for termination of the Bankers Life Contract.
4. The City will forward to the MPP investment designate the \$44,657.00 accrued employee contribution for the defined benefit pension plan year ending June 30, 1985, less the proportional amount allocated for two non-union police inspectors.
5. Future contributions to the MPP shall be paid by the City to the designated fund administrator on behalf of each bargaining unit member in accordance with the following:
  - a. Effective January 1, 2000, for bargaining unit employees hired by the city before January 1, 2012, the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For bargaining unit employees hired by the city on or after January 1, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan.
  - b. The payment specified in subparagraph (a) above shall be made on a monthly basis, i.e, one-twelfth (1/12) of eighteen (18%) or one-twelfth (1/12) of ten (10%) percent, as defined above, of the employee's base salary shall be paid by the 15<sup>th</sup> of the month for the preceding month.
  - c. For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.
  - d. The union will notify the Department of Benefit Services 14 days in advance of any change in the pension bank transit and account number.
6. MPP shall be established and administered by the Association.
7. The City shall have no responsibility whatsoever for the administration of the plan, including providing any payroll deduction services for voluntary employee contributions.
8. The City shall have no periodic reporting obligation to the union or trustee beyond what is required by law.
9. The defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.
10. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.

11. The Association shall provide annually to the Finance Director of the City an annual financial report on the plan accompanied by an audit report prepared by an independent public accountant, following the normal annual audit performed on behalf of the PPCOA.
12. The Association, its officers and agents, hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Director of Public Safety - Police/Fire Chief, Director of Benefit Services, and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said MPP.
13. Each employee who receives any form of monetary value under this concept shall execute an authorization form which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.
14. Any agreement reached shall be contingent upon the approval of the State of Michigan.
15. It is acknowledged that the MPP is in lieu of the defined benefit plan that was in effect prior to the inception of the MPP.
16. The Portage Police Command Association shall agree not to propose a supplemental defined benefit pension plan to supplement this money purchase plan for the duration of the existence of the Money Purchase Plan.
17. That if the Association, or its officers or agents, ever attempt to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be considered as part of any wages and/or salary bargained contemporaneously, paid to employees of the Association.
18. All expenses related to the plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.
19. The Association shall notify the City of any employee withdrawals from the defined contribution plan for purposes of coordinating with LTD and Worker's Compensation benefits.

This agreement is signed on behalf of the respective parties this 22nd day of August, 1985.  
(Signatures on file)

## APPENDIX D

### CITY OF PORTAGE POLICE DEPARTMENT

#### DRUG AND ALCOHOL POLICY

##### Purpose of Policy

The City of Portage is committed to the establishment and maintenance of a drug and alcohol free work environment. As the Police Department is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations it is critical that standards be established and maintained to guard against substance abuse within the Police Department. Parameters established with this policy ensure that the Portage Police Department will retain the respect of the community and at all times maintain and protect the integrity of Police Department personnel.

##### Policy Coverage

This policy shall be applicable to all employees of the City of Portage employed in the PPCOA bargaining unit.

##### Policy Content

###### 1. Current Employees of Police Department

Employees of the Police Department are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the entire course of their employment. On the job drinking, possession or ingestion of alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is strictly prohibited on city time, premises, or equipment. The Director of Public Safety - Police/Fire Chief shall have final authority on these activities for undercover operations.

###### 2. Reasonable Cause Testing

If management has reasonable cause to believe, based upon observation or information, that an employee, while present on city property and/or on duty for the city, is being influenced by the use of illegal or controlled drugs or alcohol, the following procedures would be used as appropriate to the circumstance.

- (A) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:
  - 1. Employee;
  - 2. Employee's Union representative, if applicable;
  - 3. Employee's supervisor; and
  - 4. Director of Public Safety - Police/Fire Chief, or designee.
- (B) The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.
- (C) If it is determined by the Director of Public Safety - Police/Fire Chief, or designee, that the reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.
- (D) Said employee shall be required to submit to an immediate urine and/or breath test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drug(s).
- (E) Such test shall be given pursuant to the testing procedure as outlined in this policy.
- (F) The employee shall submit to such test and release of test results to the city; failure to do so shall be a presumption that the employee has violated the Drug and Alcohol Policy. The employee will then be subject to disciplinary action, up to and including discharge.
- (G) After the test has been given and the results known, the employee:
  - (1) will be put back to work with full pay for time lost, should the test results be negative; or
  - (2) will be subject to discipline, up to and including discharge, should the test results be positive as indicated in paragraph #8 of this policy.

3. Random Testing

Within the Police Department positions exist which, by their very nature, expose employees assigned to said positions to illegal drugs and to persons who deal or use such illegal drugs. For the protection of employees working in these positions, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the PPCOA. The random drug testing procedure is as follows:

- (A) The City of Portage Employee Development Department shall furnish the city's physician with employee lists. The city's physician shall enter employee names

into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least once per month), the city's physician shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the city's physician shall furnish the Director of Employee Development with the name(s) randomly selected. The Director of Public Safety - Police/Fire Chief, or designee, shall be notified of testing and either he or she, or designee, shall privately, on a one-on-one basis, notify the employee(s) that he or she has been selected for random testing and instruct said employee(s) to report for testing. If the randomly selected employee is not scheduled for duty or is absent from work that name will be dropped and the Director of Employee Development shall ask for another randomly selected alternate name. Once selected, the testing procedures shall be in accordance with the testing procedures contained in this policy.

4. Testing Procedures

(A) Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MLEOTC. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

(B) Obtaining Urine Samples

- (1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.
- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

(C) Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:

- (a) Initial screening step, and
  - (b) Confirmation step.
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
  - (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
  - (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

(D) Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

5. Drug and Alcohol Cut-Off Levels

- (A) The initial and confirmatory drug test "cut-off" levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates - Codeine	2000 ng/ml	2000 ng/ml
- Morphine	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (B) Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

6. Effect of a Confirmed Positive Drug or Alcohol Test

- (A) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.
- (B) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.
- (C) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

7. Prescription Drug Use

An employee may possess and use a drug or controlled substance, provided such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

- (A) Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

8. Self-Recognized Substance Dependence

Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Chief or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the city's FMLA policy, while under the care of a city-recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). Upon successfully completing the rehabilitation program, and/or upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at least once each three months in accordance with the testing procedures set forth in Section 5 of this policy. Should the employee test positive during the one (1) year probation period he or she shall be subject to disciplinary action up to and including discharge.

9. Policy Implementation

This Drug and Alcohol Policy was negotiated with the express intent that the entire Police Department is committed to the establishment of a drug and alcohol free work place.

## APPENDIX E

### Essential Functions - City of Portage Police Command Officer

- Must be certified as a police officer by the Council On Law Enforcement Standards (COLES) and possess the training, skills, and other requirements inherent in that certification.
- Must be able to legally operate a licensed police vehicle on all streets in Michigan. *This includes* safe operation of the vehicle at high rates of speed and/or during enforcement situations under various weather and road conditions.
- Proficient use of firearms on a firing range and in the course of duties handgun and shotgun). *Must* demonstrate the ability to meet minimum COLES firearm standard.
- Understand and follows verbal and or written instructions.
- Must have 20/20 eyesight corrected, must be able to detect all colors and shapes, and have the ability to utilize visual magnification equipment.
- Must possess the ability to hear within the normal adult range for alarms and sirens, response to verbal and radio communication and to evaluate “sounds” in an emergency situation.
- Must possess the mental ability to focus in a critical situation, analyze and react to life threatening situation, and manage multiple priorities.
- Physical strength/agility and freedom from disabling defects to meet specific physical standards for a law enforcement officer in the following core clusters:
  - Searching
  - Controlling crowds
  - Lifting, carrying, pushing, and pulling objects and people
  - Standing, climbing stairs and elevated surfaces
  - Driving
  - Arresting and detaining suspects
  - Restraining people (use of force)
  - Using hand cuffs or other restraining devices
  - Jumping, dodging obstacles
  - Bending and reaching
  - Use of hands and feet for self defense
  - Pursuing suspects for both short and long distances

## **APPENDIX F**

### **Letter of Understanding**

#### **Compensatory Time Off**

##### Election of Compensatory Time Off

The parties agree, to clarify Article X, Section 1 of the labor agreement specific to the use and payment of compensatory time, as follows:

1. Compensatory Time Off, when elected, will be reported on the weekly time card. For each hour of overtime worked, an employee can elect to bank one and one half hours of compensatory time off. Records of employee accrued time will be maintained in the Police Department.
2. Compensatory Time Off, when elected, can be requested and scheduled consistent with the departmental procedure for vacation/holiday and the labor agreement (Section 13.2).
3. Total accrued balances of Compensatory Time Off (not to exceed 80 hours) will be paid at the straight time rate of pay in the following circumstances:
  - a. Termination or resignation.
  - b. Retirement
  - c. To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
  - d. Upon written request to the Director of Public Safety - Police/Fire Chief, and paid on the next regularly scheduled payroll.