

**AGREEMENT**

**between**

**CITY OF KENTWOOD**

**and**

**POLICE OFFICERS LABOR COUNCIL  
(Kentwood Supervisory Unit)**

**Effective: July 1, 2023 through June 30, 2026**



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## **KENTWOOD LABOR CONTRACT**

AN AGREEMENT, effective July 1, 2023, by and between the CITY OF KENTWOOD, hereinafter called “City” or “Employer,” and the POLICE OFFICERS LABOR COUNCIL, (Kentwood Supervisory Unit), hereinafter called the “Union” as follows:

### **PREAMBLE**

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

### **RECOGNITION**

Section 1.1 Collective Bargaining Unit. The City hereby recognizes the Police Officers Labor Council, (Kentwood Supervisory Unit) as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

All full-time supervisory employees of the City of Kentwood Police Department in the classification of sergeant or lieutenant, but excluding all executives (Police Chief, Deputy Chief, and Captains), non-supervisory employees (patrol officers), clerical employees, employees covered by other collective bargaining units, temporary employees (including cadets), seasonal employees, confidential employees, and all other employees.

### **REPRESENTATION**

Section 2.1 Negotiation and Grievance Committee. The City agrees to recognize the negotiating committee composed of up to three (3) employees, one of whom may be the President of the Union. The negotiating committee shall represent the Union in meetings with the City for the purpose of collective bargaining and to process grievances in accordance with the grievance procedures in this Agreement. The Union shall designate one member of the bargaining committee as its chairperson. The Union shall advise the Employer in writing of the names of its committee members. The Union may have representatives from the Labor Council.

Section 2.2 Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.3 Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Bargaining Committee members shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours to engage in collective bargaining negotiations and special conferences; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

### **UNION MEMBERSHIP AND DUES DEDUCTION**

Section 3.1 Union Membership. Membership in the Union is not a condition of employment. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

Section 3.2 Dues Checkoff.

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

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

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

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

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



## **RESERVATION OF RIGHTS**

### **Section 4.1 Management Rights.**

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

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

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

## **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 5.1 Definition of Grievance.** For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union during the term of this Agreement concerning the application and interpretation of a specific provision or provisions of this Agreement as written. The Union may file policy grievances which are alleged contract violations which affect the bargaining unit as a whole.

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

Step I.

Verbal Procedure. An employee with a grievance shall within fifteen (15) days of the occurrence of the incident which gave rise to the grievance, discuss it with the Chief of Police or designated representative, with the object of resolving the matter informally. If requested, a member of the Grievance Committee may be present. The Chief of Police or designated representative shall give an answer within ten (10) days.

Step II.

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

Step III.

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

Section 5.3 Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable, by giving written notice of its intent to arbitrate during the term of this Agreement within twenty (20) working days following receipt of the City's disposition in Step III of the grievance procedure or upon the City's failure to schedule a Step III meeting within a reasonable period of time. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

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

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

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

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

Section 5.8 Grievance Resolution. All grievances which are satisfactorily resolved at any step of the grievance procedure, if the grievance has economic implications, must be approved in writing by the City Commission at its next regularly scheduled meeting before they are binding on the City. The time limits set forth in the grievance procedure shall be stayed during the period in which such grievance resolutions are referred to the City Commission under this Section.

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

Section 5.10 Multi-Forum. The Union acknowledges on behalf of itself and the employees that it represents that the Grievance and Arbitration Procedure as provided herein is intended to be the exclusive vehicle for the resolution of disputes concerning the application and interpretation of this Agreement. In consideration of the right to arbitration, it is agreed that the right to have any claim arising under this Agreement reviewed in any other forum is waived. This section is not intended to infringe upon any individual's right under state or federal law.

Section 5.11 Group Grievance. The Union may file a grievance beginning at Step II on behalf of the bargaining unit on alleged contract violations which affect the bargaining unit as a whole.

A group grievance shall be filed within fifteen (15) days of the occurrence of the incident which gave rise to the grievance.

### **NO STRIKE - NO LOCK OUT**

#### **Section 6.1 Prohibitive Conduct.**

- (a) The Union acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of prohibition of strikes in Act 336, State of Michigan Public Acts of 1946, as amended, and its commitments hereunder, the Union agrees that neither it nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.
- (b) Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

### **HOURS OF WORK AND OVERTIME**

**Section 7.1 Workday-Workweek.** An employee's normal workday shall consist of eight (8) consecutive hours including lunch and breaks. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. The official workweek shall be forty (40) hours per week. For purposes of overtime premium pay, this definition shall not apply where:

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

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

#### **Section 7.3 Overtime Opportunity.**

- (a) **Scheduled Overtime.** Scheduled overtime is that overtime determined by the Employer with seventy-two (72) hours or more advanced notice of when overtime is to be worked. Scheduled overtime shall be offered as equally as possible to all available officers in the same rank and classification who have the necessary qualifications to perform the required work on a rotation basis starting first with the employees with the greatest seniority.

- (b) Unscheduled Overtime. Unscheduled overtime is overtime the need for which is known less than seventy-two (72) hours in advance. Unscheduled overtime to fill in for absenteeism on normal duty assignments on road patrol shall be normally filled by offering, on a seniority basis, one-half (1/2) of a shift to those officers on duty and the other one-half (1/2) of a shift to those officers who are scheduled to work on the shift immediately following. This procedure may be altered or the amount of overtime offered varied, if, in the discretion of the Chief, the circumstances warrant.
- (c) Errors in Overtime Assignment. Errors or omissions in overtime opportunity shall be remedied by offering the employee the next available overtime opportunity rather than payment of compensation.

Section 7.4 Overtime Premium.

- (a) Time and one-half the employee's straight time regular rate of pay shall be paid for all hours actually worked, *i.e.*, not including passive hours, in excess of eight (8) hours in any one (1) work day, subject to the definition in Section 7.1 above. Time ordered off by the employer on holidays, as stated in Section 10.1, and paid administrative leave shall not be counted as passive hours.
- (b) With the permission of the Chief of Police, an employee may, in lieu of payment for overtime, receive compensatory time off at time and one-half (1-1/2).
- (c) An employee's regular straight time rate of pay shall be determined by dividing their annual salary by 2080 hours.
- (d) There shall be no pyramiding or duplication of overtime or call-back pay.
- (e) Employees may accumulate up to 480 compensatory hours until the beginning of the last payroll in June of each year, at which time any balance over 240 hours will be paid out. At that time employees may elect to have any balance below 240 hours paid out in addition to the hours above 240. Employees may request cash payment for a portion or all of their compensatory hours at any time, twice per fiscal year. The request must be made at least two weeks prior to the pay date for which it is to be paid.

Section 7.5 Call In-Call Back. An employee who is called in for emergency duty on their day off or who is called back to work after completing their regular eight (8) hour shift, shall receive a minimum of two (2) hours' pay or work at either:

- (a) the employee's overtime premium rate or
- (b) two (2) times the employee's straight time regular rate if called in during a holiday listed in Section 10.1.

Section 7.6 Work Schedules. Work schedules shall be determined by the Chief so that employees are scheduled for a yearly average of forty (40) hours per week with eight (8) hours in a workday. The City will attempt to post regular work schedules excluding overtime, fourteen (14)

calendar days in advance of the occurrence, but this shall not restrict the City's right to change the work schedule if circumstances require.

Section 7.7 Shift Preference Selection.

- (a) The Employer shall have the right to freely determine, establish and modify scheduling and manpower requirements, including but not limited to, number of shifts, starting and quitting time for each shift, and manpower requirements for each shift, including the complement of specialized trained personnel.
- (b) For purposes of this Section, an employee's normal "tour of duty" shall be defined as a period of 160 hours of work in a period of twenty-eight (28) consecutive days. No employee shall be eligible to apply for a shift preference until he has completed his probationary period. Shift preference requests will be granted by the Employer if there is an employee with less classification seniority working on the requested shift in the same classification subject to the conditions set forth below.
- (c) Employees eligible to apply for a shift preference will not be permitted to displace probationary employees working on the requested shift or employees with less classification seniority on the requested shift who are undergoing specialized training other than normal duty or are on special assignment which necessitates their continuing work on the shift requested by the senior employee.
- (d) Shift preference selections shall be submitted twice annually, once in April for the first schedule period beginning in May and once in September for the first schedule period beginning in October. Shift preference requests shall be provided in writing to the applying employee's immediate supervisor at least two (2) weeks in advance of the period requested. Employees will be assigned based upon seniority and the needs of the Department to a single shift for the entire shift preference period; provided, however, that the Employer reserves the right to modify a shift assignment during the assignment period to meet changing work loads or staffing requirements. Probationary employees will be "slotted into" the Employer's schedule after seniority employees have been given an opportunity to select their preferred shift.
- (e) In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off duty from the end of their old shift to the start of their new shift. The parties recognize, however, that this goal cannot always be accomplished. Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back" shifts. The Employer shall not be liable for overtime premium pay under Section 7.4 of this Agreement as a result of its implementation of shift preference requests.
- (f) Employees transferring to patrol assignment in the midst of a shift preference period will be assigned to a patrol shift based upon their seniority and shift preference. Employees bumped from their assignment as a result of this transfer will be assigned to another shift based upon their seniority and shift preference.

Section 7.8 Training Schedule. Notwithstanding any provision of this Agreement to the contrary, the Employer reserves the right to change any employee's schedule to accommodate training programs as follows:

- (a) Training of One Week or Longer. In the event that the Employer determines to assign an employee to training that will last for one week or more, the Employer may change the employee's schedule for the week or weeks affected by any combination of reassigning off-duty days, changing starting or quitting times, and/or changing scheduled hours from 10 to 8 or vice versa.
- (b) Training of Less Than One Week. In the event that the Employer determines to assign an employee to training that will last for one day or more but less than a full week, the Employer may change any day or days of an employee's previously assigned schedule during that week to accommodate the training opportunities if the employee scheduled to attend is given notice at least twenty-eight (28) days prior to the training date(s). In such an event, the Employer may change the employee's schedule by any combination of reassigning off-duty days, changing starting or quitting times, and/or changing scheduled hours from 10 to 8 or from 8 to 10. The employer will not change the employee's schedule if the employee already has preapproved scheduled time off that is contiguous to their normal scheduled days off unless the employee agrees to the change.

If an employee is assigned or scheduled as an instructor for any internal Department training session, their schedule will not be changed unless during any 24-hour period the combination of the employee's regular scheduled hours with the hours of assigned instruction exceeds fifteen (15). In such an event, the Employer may change the employee's schedule as outlined above.

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

Section 7.9 Working in Classification Higher Than Normal Position. In the event that an employee is appointed to a classification higher than their normal appointment, that employee shall receive premium pay of 5% above their current base wage. This compensation shall be paid during the time that the employee was appointed to that position as long as that employment lasts one shift or longer.

Section 7.10 Court Time. Court time is time worked and attendance at court in response to a subpoena during a scheduled pass day or outside normally scheduled work hours and not contiguous to the employee's shift or extended shift. Employees shall receive a minimum of 2 hours' work or pay at one and one-half times their straight hourly rate for such court appearance. This provision shall not apply to an employee who is on workers' compensation leave or paid sick leave but will apply only during the first week on condition the forty (40) hour work week has been previously satisfied (worked).

Section 7.11 Supplemental Overtime Payments. Under the provisions of Section 16.1 Wage Schedule, overtime is based upon the straight time rate of pay set forth in Appendix A. In order

to comply with FLSA overtime, the City will recalculate supplemental overtime payments before the end of the first quarter of each year for all overtime hours paid in the prior calendar year based upon a supplemental overtime rate determined by dividing the sum of the employee's college pay and the amount of the longevity pay that the employee received on their last anniversary date by 2,080, rounded to the nearest whole cent.

Section 7.12 Language Incentive Program. The City will provide additional pay for employees who understand and speak a language other than English and who also meet the following criteria:

- (a) The City will select and identify specific languages it believes are important to communicating with the diverse and changing population. These languages may change at the discretion of the City.
- (b) The City will identify two proficiency levels, basic and intermediate, which will be defined by the City in cooperation with language trainers/specialists selected by the City.
- (c) Employees will be voluntarily tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City.
- (d) Employees achieving a BASIC proficiency level will be paid a flat amount of \$25.00 per regular pay period in the following one-year incentive period of July 1 through June 30.
- (e) Employees achieving an INTERMEDIATE proficiency level will be paid a flat amount of \$45.00 per regular pay period in the following one-year incentive period of July 1 through June 30.
- (f) Language incentive pay will not be paid to the employee while the employee is on any type of unpaid leave of absence or while laid off. Language incentive will be paid during any paid leave of absence including workers' compensation leaves of absence, paid administrative leave, and periods in which the employee is using any type of employer-paid leave described in this collective bargaining agreement.
- (g) Employees receiving language incentive pay will be expected to maintain their language skill and apply it during their daily work as appropriate and upon request of the City.
- (h) The City may provide language skill training as it deems appropriate in its sole discretion. Other preparation study for the annual exam and self-study for skill maintenance will not be compensated. The time spent taking the test and the miles driven to the testing facility are not compensable if outside of the Employee's regularly scheduled shift. Compensation for the time spent taking the test shall not cause overtime.

Section 7.13 Weekend Standby Pay for Detectives. A detective assigned to standby duty shall be compensated for one hour at the overtime premium for each day assigned. The following conditions would apply:

- Standby will be 0700-0800 on the day(s) assigned.



- There will be no duplicating or pyramiding of overtime, however, upon being called out, the detective will receive a minimum of two (2) hours of overtime as specified in Section 7.5.

The standby duty program may be terminated at any time at the discretion of the Chief of Police.

## **SENIORITY**

**Section 8.1** **Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with the Employer in the Police Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer in the Police Department. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority shall commence only after the employee completes the probationary period, and classification seniority shall commence only after the employee completes the new job probationary period. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

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

**Section 8.3** **New Job Probationary Period.** Employees promoted to Sergeant shall be required to serve a new job probationary period of six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. This probationary period shall be extended for a period of time equal to the time that an employee is absent from duty for any reason for a period greater than fourteen (14) consecutive days. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

**Section 8.4** **Seniority List.** The seniority list for each bargaining unit shall show the names, classification, seniority date and classification seniority date of all employees in the bargaining unit. The Employer will keep the seniority lists up-to-date from time to time and will furnish to the Union an up-to-date list at least once per year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. In determining classification

seniority, employees who are promoted on the same date shall be placed on the classification seniority list according to their total length of service with the Employer.

Section 8.5 Loss of Seniority. An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged or terminated.
- (c) If the employee is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed to limit the Employer's right to issue discipline for any unjustified absence.
- (d) If the employee fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.
- (e) If the employee is on layoff or unpaid leave of absence for a period of twenty-four (24) consecutive months.

Section 8.6 Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- (a) The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (b) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority; provided, however, the senior employee has the experience and training to perform the required work.
- (c) Whenever practicable, the Employer agrees to give two (2) weeks, fourteen (14) days' advance notification of layoff.

Section 8.7 Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace a patrol officer under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability, and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

Section 8.8 Recall. In the event that a vacancy occurs in a Sergeant position while employees formerly in that classification are on layoff, the Employer shall recall to work employees in order

of classification seniority; provided, however, that the recalled employee has the experience and training to perform the required work.

Section 8.9 Transfer from the Bargaining Unit. If an employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position. The Union acknowledges, however, that the Employer retains the sole right to determine the wages, hours, and conditions of employment for all non-bargaining unit employees including the right of whether the employee can return to the bargaining unit.

Section 8.10 Promotions to Lieutenant. Vacancies in the rank of Lieutenant shall be filled in the following manner:

- (a) All employees employed in the rank of Sergeant for at least one year are eligible to apply for an open Lieutenant position.
- (b) The promotional procedure shall begin with the job posting.
- (c) Internal applicants must apply for the position by the due date shown in the job posting.
- (d) The selection process will include a review of qualifications and one or more personal interviews. A leadership assessment and other testing and/or interviews may be utilized as appropriate.
- (e) The Chief shall have sole discretion over the promotion of the candidate to Lieutenant.
- (f) If no qualified internal candidate(s) exist, at the discretion of the Chief, qualification criteria may be reduced or altered to allow for consideration of internal applicants.

### **LEAVES OF ABSENCE**

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

Section 9.2 Unpaid Personal Leave. An unpaid personal leave of absence for occurrences not covered by family and medical leave may be granted to employees at the discretion of the Employer. Requests for unpaid personal leave shall be in writing, signed by the employee, and given to the Chief. Such requests shall state the reason for the leave. An employee may be on an unpaid personal leave for a period of not more than six (6) months. An extension of this period for up to six (6) additional months may be granted at the discretion of the Employer, provided that the extension is requested prior to the termination of the original leave period. Vacation, sick leave, or other fringe benefits including health insurance shall continue during the month in which the leave

began. Thereafter, the employee, while on the unpaid leave of absence, shall no longer accrue benefits, except for seniority, and shall be responsible for his/her insurance benefits.

Section 9.3 Paid Sick Leave. Employees shall accrue paid sick leave hours at the rate of 3.7 hours per pay period, excluding pay periods in which the employee is on an unpaid leave of absence, up to a maximum of 2,400 hours.

- (a) Paid sick leave is a benefit to be used when an employee is incapacitated from the safe performance of their duties because of illness or non-work connected injury.
- (b) Subject to the Chief's prior approval, or designee in their absence, up to 30 hours of paid sick leave may be used annually for medical emergencies of an Employee's immediate family member(s). A medical emergency shall generally be defined as unexpected medical incidents, including illness, of immediate family members which require the Employee's care and involvement. Immediate family members shall include the Employee's current spouse, child(ren), mother, and father.
- (c) Any officer with more than ten (10) years' continuous service who dies or terminates in good standing, payment of unused and accumulated sick leave up to 1,400 hours will be paid to the officer or their estate by using the following formula: hours of sick leave multiplied by years of actual continuous employment with the City multiplied by \$0.25.
- (d) It shall be the employee's responsibility to establish to the City's satisfaction evidence of eligibility for paid sick leave in accordance with the conditions of this section.
- (e) Employees are expected to schedule medical and dental appointments on their scheduled non-duty days. If the employer is satisfied that is not possible, then an employee may request time off to obtain professional medical or dental care. Such time off may be allowed to a maximum of two (2) hours sick leave time and is subject to the staffing needs of the departments. This time may be increased up to three (3) hours of sick leave time with prior approval of the Chief and documentation substantiating the need for additional time beyond two hours.
- (f) Employees who are approved for a leave of absence under the Family and Medical Leave Act (FMLA) for any qualifying reason other than the employee's own serious health condition, birth of a child, or placement with the employee of a child for adoption or foster care, may use accrued and available paid sick leave up to eighty (80) hours during such leave per 12 month period.

Section 9.4 Funeral and Bereavement Leave. A paid leave of absence shall be provided for up to four (4) consecutive days off from regularly scheduled duty within the first ten (10) days after the death of an employee's spouse, father, mother, child, stepchild, and adopted child for the purposes of assisting in the funeral arrangements, attending the funeral, post funeral functions or arrangements, or grieving such person's death. Upon approval of the Chief of Police, if out-of-

state travel is necessary, the leave may be extended to five (5) days, with the fifth day being unpaid. An employee must use paid leave time, other than sick leave, to cover the fifth day off.

A paid leave of absence shall be provided for up to two (2) consecutive days off from regularly scheduled duty within the first ten (10) days after the death of an employee's extended family member for the purpose of assisting in funeral arrangements and attending the funeral. Extended family shall include stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Upon approval of the Chief of Police, if out-of-state travel is necessary, the leave may be extended to three (3) days, with the third day being unpaid. An employee must use paid leave time, other than sick leave, to cover the third day off.

For the following persons, the employee shall be provided one (1) day off with pay to attend the funeral if it falls on a duty day: aunt, uncle, niece, nephew, and spouse's grandparents.

For purposes of this section, a paid day shall mean eight (8) hours of pay.

Section 9.5 Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day, up to a maximum of forty-five (45) days per year, that an employee is required to be in court as a juror or potential juror when the employee otherwise would have worked, the employee shall receive their straight time regular rate of pay for the number of hours in their regularly scheduled day. The employee will reimburse the City for the amount the employee receives from the Court, excluding mileage. In order to receive jury duty pay from the Employer, an employee must:

- (a) Give the Employer reasonable advance notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and
- (c) Return to work promptly if, after they are summoned by the court, they are excused from jury duty service.

Section 9.6 Disability Leave. After exhaustion of accrued paid sick leave, an unpaid disability leave of absence for a period of not more than six (6) months, including time spent on FMLA leave, will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. Requests for disability leave shall be in writing, signed by the employee, and given to the Employer. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. An extension of this period for up to six (6) additional months will be granted, provided the extension is requested prior to the termination of the original leave period and the employee can provide certification satisfactory to the Employer that there is a reasonable likelihood that the employee will be able to return to work at the end of the requested extended period of leave. Employees who are anticipating a leave of absence under this section may be required to present

a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Employees on an unpaid disability leave of absence shall not accrue benefits, except for seniority and shall be responsible for payment of their insurance premiums.

Section 9.7 Workers' Compensation Leave. Employees who are unable to continue to work for the Employer because of a work-related injury, illness, or other disability for which the employee is entitled to receive benefits under the workers' compensation laws of the state of Michigan will be placed on a workers' compensation leave of absence for a period of not more than twelve (12) months, subject to the right of the Employer to require medical proof. The Employer may request at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer on the advice of a physician selected by the Employer, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end; provided, however, that the leave will be reinstated if it is later determined that the employee was eligible to receive benefits under the workers' compensation laws of the state of Michigan. An extension of this leave for a period for up to twelve (12) additional months will be granted provided the extension is requested prior to the termination of the original leave period and the employee can provide certification satisfactory to the Employer that there is a reasonable likelihood that the employee will be able to return to work at the end of the requested extended period of leave. All employees returning to work from a workers' compensation leave of absence must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Time spent in an alternate duty assignment will be considered to be a continuation of the workers' compensation leave of absence rather than a return to work for the purpose of the time periods of this Section and Section 9.8.

Section 9.8 Payments and Benefits While on Workers' Compensation Leave. While an employee is on a workers' compensation leave of absence and not on an alternative duty assignment, the following provisions will apply:

(a) Wage Payments.

- (1) First Twenty-Six Weeks of Absence. During the first twenty-six (26) calendar weeks that an employee is off work on a workers' compensation leave, the Employer will pay the Employee for all hours lost from their regular work schedule. These amounts will not be charged against accumulated sick leave. Payments from the workers' compensation carrier to the Employer will be deducted from the employee's paycheck.
- (2) Absence Greater Than Twenty-Six Weeks. During the remainder of the workers' compensation leave after the first twenty-six (26) weeks, the Employee may elect to utilize accrued paid sick leave, vacation leave, floating holidays, holiday time, and compensatory time to supplement the difference between their regular straight time rate

of pay for forty (40) hours and the amount received from workers' compensation payments.

(b) Benefits.

- (1) Vacation and Sick Leave Accrual. Employees will accrue vacation and sick leave during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period there shall be no further accrual of vacation and sick leave until the employee is able to return to full duty. The forty (40) hour minimum vacation use requirement of Section 11.4(b) for vacation benefit buyout purposes will be waived for individuals who are on a workers' compensation leave for three (3) or more consecutive months.
- (2) Holiday Payments. Employees continue to receive holiday pay for those holidays that fall during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period of a workers' compensation leave there shall be no further payment of holiday pay until the employee is able to return to full duty.
- (3) Insurance Payments. During the first twenty-four (24) months of a workers' compensation leave, the Employer will continue payment of group health, dental, life, and long-term disability insurance premiums for individuals on workers' compensation leaves on the same terms that would exist if they were not on the leave. An extension of insurance benefits up to two months may be approved based on the results of an Individualized Assessment performed under the provision of the ADA, as amended.
- (4) Longevity and College Credit Pay. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of eligibility for longevity and college credit payments.
- (5) Seniority. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of seniority.

Section 9.9 Alternate Duty Assignments. An employee's return from a workers' compensation leave or a disability leave is contingent upon the employee being able to fully perform the duties of a police officer. The Employer may in its discretion assign an employee on a workers' compensation leave or a disability leave to perform an alternate duty assignment within their residual capacities. An employee is not required to exhaust their sick leave or other paid leave benefits to be considered for alternate duty. The Employer's judgment concerning the appropriateness or length of such an alternate duty assignment is not subject to challenge or review through the grievance or arbitration procedure. During the period of an alternative duty assignment an employee will be paid at their regular rate of pay and be eligible for all benefits and insurance coverage available to employees not on a workers' compensation or disability leave.

Section 9.10 Medical Examinations. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may

require a medical examination and, if appropriate, require the employee to take a leave of absence. Disputes arising under this section are subject to the grievance and arbitration procedure.

## **HOLIDAYS**

Section 10.1 Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Easter Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Holidays shall be observed on the actual date of the holiday.

Section 10.2 Holiday Bonus. Employees shall receive a Holiday Bonus with the first regularly scheduled pay date of November, annually. The bonus amount shall be calculated by multiplying eight (8) by the number of Recognized Holidays listed in Section 10.1 by their base hourly pay rate. The base hourly pay rate used in the calculation shall be the rate in effect at the time of the Holiday Bonus payment.

Employees may receive the bonus in pay, compensatory time, or a combination of both. Employees must notify the employer before October 1 annually to request all or a portion of the bonus as compensatory time. Lack of notification to the employer before October 1 will result in the bonus being fully paid.

Section 10.3 Proration of Holiday Bonus. If an employee had not worked the twelve months prior to the Holiday Bonus payment date, then that employee's bonus shall be prorated in accordance with the City's payroll practices. Proration of the bonus shall be applied in instances of unpaid leaves of absences and layoffs. Employees shall be paid out for the prorated portion of the bonus at end of employment, transferring out of the bargaining unit, or upon becoming laid off.

Section 10.4 Vital Services. In no instance shall the vital services of the City be interrupted by reason of observance of any of these holidays.

Section 10.5 Work on Holidays. With the exception of Independence Day, employees who work their regularly scheduled shift on the actual Recognized Holiday will be paid one and one half (1.5) times their base hourly pay rate for all hours worked on the holiday. Only actual overtime hours worked beyond the regularly scheduled shift may be received as compensatory time in lieu of pay in accordance with Section 7.4. Employees who work overtime on Independence Day will be paid two times their base hourly pay rate.

Section 10.6 Personal Time. Employees shall receive 24 hours of Personal Time upon hire and annually thereafter on July 1. Personal Time is a "use it or lose it" paid leave benefit. Unused



Personal Time balances as of July 1 will be forfeited. Personal Time balances will not be paid out at any time, including at end of employment.

## VACATIONS

Section 11.1 Vacation Benefit. Full-time employees shall accrue vacation leave with pay at their regular pay rate in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours Accrued Per Pay Period</b>	<b>Represented Annual Hours Accrual</b>
0.5 to 3.99	3.08	80
4 to 8.99	4.62	120
9+	6.16	160

Newly hired employees may use vacation upon completing twenty-six (26) weeks of work from date of hire. New hires shall receive 80 hours vacation upon completion of twenty-six (26) weeks of full-time employment. Absence due to paid sick leave, vacations or leave of absence less than thirty (30) days shall be credited as time worked. In the event that there are 27 regularly scheduled paychecks in one year, bi-weekly vacation accrual shall accrue for the 27<sup>th</sup> paycheck. The maximum balance allowed to carry at any given time is 348 hours.

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

Section 11.3 Payment for Accrued Vacation. An employee who terminates in good standing shall be paid all accumulated and unused vacation not to exceed 200 hours of pay.

Section 11.4 Pay Instead of Vacation. Employees who have earned and accumulated eighty (80) hours or more of vacation hours in any one anniversary year are eligible to buy back up to eighty (80) vacation hours provided that the employee must first take a minimum of 40 consecutive hours of vacation leave. For purposes of this Section, if a holiday is contained in this forty (40) hour vacation leave, it shall be considered as part of the forty (40) hour vacation leave.

## INSURANCE

Section 12.1 Health Insurance. The Employer will make available a group healthcare insurance plan ("plan") covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This plan shall be on a voluntary basis for all full-time employees who elect to participate in the plan. The plan currently provides the coverage outlined in Appendix B. The specific coverage provisions, terms and conditions are identified in the plan policy as issued by the carrier.

Full time employees are eligible to participate in the plan effective thirty (30) days from date of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier or as required under any Federal or State healthcare reform act. Employees electing to participate in the plan must complete the applicable insurance forms within thirty (30) days from date of eligibility.

In the event that two employees are married to each other, only one insurance policy may be purchased and the other spouse will not be eligible for a payment in lieu of health insurance pursuant to Section 12.6 of this contract.

In the event that two employees of this bargaining unit are otherwise related and eligible to be covered under one policy (e.g. father and daughter both work for the Police Department in a full-time status), the employee adult dependent may choose to enroll in his or her own policy with the City. If the employee adult dependent chooses to be insured under the parent's policy with the City, the employee adult dependent would not be eligible for pay in lieu of health insurance pursuant to Section 12.6 of this contract.

Section 12.2 Payment of Health Insurance Costs. During the term of this Agreement, except as provided in this Section 12.2, the City agrees to pay its portion of the health insurance expenses for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan as allowed by law. All employees who are enrolled in the City's group health insurance plan will contribute an amount equal to two percent (2%) of the Plan's illustrative rate for the coverage level enrolled through payroll deduction (pre-tax). In the event that an employee is unable to pay by payroll deduction, the employee must issue payment (after-tax) directly to the City within two weeks of the pay date in which the premiums would have been withheld from pay.

Section 12.3 Term Life Insurance. Commencing the first full month following completion of ninety (90) days of work, a full time employee shall receive a fully paid term life insurance policy in an amount equal to the employee's annual straight-time base pay. This amount shall be increased to double the employee's base salary in case of accidental death or death in the line of duty. Life insurance benefits shall be in accordance with the terms and conditions contained in the life insurance policy.

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

Section 12.5 Insurance Carrier. The Employer reserves the right to select the insurance carrier and/or to institute a self-insured program, provided that the benefits available to the employees are substantially equivalent or better, other than the administration of said Plan.

Section 12.6 Dental Plan. The Employer will make available a group dental insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance plan shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan. The insurance plan provides the coverages set forth on Appendix B. The

specific terms and conditions governing the group insurance plan are set forth in detail in the master policy or policies governing the plan as issued by the carrier or carriers.

Employees are eligible to participate in the group insurance plan thirty (30) days from date of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan must complete the applicable insurance forms within thirty (30) days from date of eligibility and pay the premium share, if any, as outlined in Appendix B by payroll deduction (pre-tax). In the event that an employee is unable to pay by payroll deduction, the employee must issue payment (after-tax) directly to the City within two weeks of the pay date in which the premiums would have been withheld from pay.

Section 12.7 Payment of Dental Insurance Costs. During the term of this Agreement, the Employer agrees to pay the full cost of the monthly dental plan premium for single, two-person, and family coverage for eligible employees. In the event that two or more employees are eligible to be covered under one policy, only one insurance policy will be purchased.

Section 12.8 Pay in Lieu of Health Insurance. Employees who are enrolled in health insurance through another source and waive enrollment in the Employer's health insurance plan shall be eligible to receive \$3,000 annually in lieu of health insurance, prorated based on the number of days not insured on the City's health insurance plan during the Employer's fiscal year. This payment will be paid to the employee on or about June 1, based upon not having been covered by the Employer's health insurance plan for the preceding twelve (12) months. This election shall be made on an annual basis during the City's open enrollment period of each year and shall be effective for the next full insurance plan year from July 1 through June 30. In the event that an employee loses coverage under the other plan, they shall be returned to coverage under the Employer's in accordance with the insurance company's policy and procedures.

Section 12.9 Flexible Spending Account. The City shall provide the opportunity for employees to contribute pre-tax wages to a general purpose Flexible Spending Account or a limited purpose Flexible Spending Account as allowed and regulated by Section 125 of the Internal Revenue Code.

Section 12.10 Long-Term Disability Insurance. Participants in the Defined Contribution Plan are not eligible to participate in the disability retirement plan provided in *Section 14.2 Disability Pension Benefits* of this contract. The City has implemented a long-term disability plan for all employees who participate in one of the City's Retirement Plans that will pay benefits at 70% of the employee's base annual salary commencing 90 calendar days after the employee becomes disabled and will continue until the employee is able to return to work or reaches the social security retirement age, whichever is earlier, as defined by the plan policy. Benefits will be paid for both duty and non-duty disability as defined by the plan policy.

Section 12.11 Vision Insurance Plan. Employees may voluntarily participate in the City's group vision insurance plan under the same provisions as full-time non-union employees.

## LONGEVITY

Section 13.1 Longevity Schedule. Effective July 1, 2012, Officers will be granted longevity payment, in addition to established salary, as follows:

After 10 years	\$ 800
After 15 years	\$1,000
After 20 years	\$1,200
After 25 years	\$1,500

Longevity payments shall be made in a lump sum at the end of the first payroll period after each officer's anniversary date. An employee who for any reason terminates employment with the City prior to the employee's eligible anniversary date shall receive longevity pay on a prorated time basis for the calendar months served.

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

## PENSION

Section 14.1 Retirement Plan. The City maintains a pension plan for employees. This pension plan has two components, a defined benefit option and a defined contribution option.

- (a) Defined Benefit Plan Option. The defined benefit plan option is available to employees hired before July 1, 2000. Effective July 1, 2008, the defined benefit plan provides for normal retirement benefits at age 53 with 15 or more years of service. For employees retiring after July 1, 2008, normal retirement benefits are based upon 2.6% of the employee's average annual compensation multiplied by their number of years of service, not to exceed 78%. Average annual compensation shall be determined by an average of the five (5) highest compensated years within the last ten (10) years preceding retirement. All employees within the bargaining unit shall contribute 6.5% of their gross earnings into the plan. The terms and conditions of the defined benefit plan option are set forth in greater detail in the documents creating the defined benefit plan.
- (b) Defined Contribution Plan Option. The defined contribution plan option is for all employees hired on or after July 1, 2000 and those employees hired before that date who elected to participate in the defined contribution plan option. The defined contribution plan option provides the following benefits:
- (1) The City will contribute to each participant's account an amount equal to twelve percent (12%) of the participant's compensation.
  - (2) Participants are required to contribute eight percent (8%) of their compensation (pre-tax) to their account.

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

25% upon completion of four (4) years of service

50% upon completion of five (5) years of service

75% upon completion of six (6) years of service

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

- (4) The Plan Administrator will be selected by the City's Pension Committee.

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

Section 14.2 Disability Pension Benefits. Participants in the Defined Benefit Plan who incur a total and permanent disability while on duty for the employer will be eligible for a disability pension benefit. This disability pension benefit pays accrued regular pension benefits, offset by workers' compensation payments. At normal retirement age, as defined in the retirement plan, the participant shall be credited additional service credits not to exceed 15 additional years.

Participants in the Defined Benefit Plan who incur a non-duty related total and permanent disability shall be covered by the City's long-term disability insurance plan.

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

#### Disqualification

- (a) No member shall be deemed to be totally and permanently disabled if their incapacity consists of chronic alcoholism or addiction to narcotics, or, if such incapacity was contracted, suffered, or incurred while they were engaged in a felonious criminal enterprise, or resulted from an intentionally self-inflicted injury.
- (b) A member shall not be retired for disability who does not return to the employment with the Employer after incurring a disability while on a leave of absence because of military or similar service and a governmental pension is payable.

Section 14.3 Retirement Health Savings Plan. Employees shall be automatically enrolled in a Retirement Health Savings (RHS) Plan effective 7/1/2017 and upon promotion to a position within this bargaining unit thereafter. Employees are required to contribute 0.75% of earnings to the plan. Contributions to the RHS will be made on a pre-tax basis as allowable under IRS regulations. Effective July 1, 2023, the Employer shall contribute \$55.00 per regular pay period to each Employee's RHS account. Effective July 1, 2024, the Employer shall contribute \$60.00 per regular pay period to each Employee's RHS account.

## UNIFORMS

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

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

Section 15.3 Clothing Allowance. A clothing allowance of Two Hundred Dollars (\$200.00) per quarter shall be paid to detectives who worked in "plain clothes" for the preceding quarter in order to provide reimbursement for the purchase of necessary clothing and shoes. This clothing allowance is in addition to the cleaning allowance provided in Section 15.2.

## WAGES

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

## MISCELLANEOUS

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

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

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

Section 17.4 No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age or

religion. Grievances under this Section shall not be subject to the arbitration procedure provided for in this Agreement.

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

Section 17.6 Discharge and Discipline.

- (a) The City agrees that it shall not discipline or discharge an employee except for just cause.
- (b) An employee, upon request, shall be entitled to representation by a Union representative at any hearing or meeting in which the employee is in attendance and which is conducted by the City where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- (c) An employee who has been discharged or suspended without pay may consult with their Union representative before they are required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the City's operations.
- (d) An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification and reasons in writing. For informational purposes only, the Union shall be given a copy of such suspension or discharge notices.
- (e) An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.
- (f) If an employee's work record is free of discipline for a period of two (2) years, the City will not take into account any prior minor infractions more than two (2) years old in imposing discipline.

Section 17.7 College Degree Pay. Employees who have received, or obtain, a bachelor's degree will receive a lump sum payment of \$1,000 on their anniversary date of employment.

Section 17.8 F.M.L.A. The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the federal Family and Medical Leave Act (FMLA).

Section 17.9 Mileage Reimbursement. During the period of this Agreement, the employee will be reimbursed for the use of employee's personal vehicle for City business when called back for a court appearance or emergency. In that regard, any mileage reimbursement paid to an employee pursuant to this Section for the use of their personal vehicle to go from their home to the work site and from the work site to their home will be limited to thirty (30) miles each way. The mileage reimbursement rate to be utilized will be the current Internal Revenue Service (IRS) rate, rounded to the lower whole cent.

Section 17.10 Federal American with Disabilities Act (ADA) Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Association's compliance efforts, including reasonable accommodation, with the ADA.

Section 17.11 Collective Bargaining Contract. The Employer shall make available to all employees in the bargaining unit a copy of this Agreement.

Section 17.12 Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 17.13 Substances Abuse. The City of Kentwood and the Kentwood Police Department strictly prohibit the unauthorized possession, use, or distribution of illegal substances by its employees during work periods or on City premises (including vehicles). Compliance with this agreement and the Department Directive on "Substance Abuse" are a condition of employment. Violation of this policy will result in discipline up to and including discharge.

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

1. When the City has a reasonable suspicion that the employee is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs; or
  - b. Is currently possessing unauthorized drugs; or
  - c. Has sold, distributed drugs, or attempted to do so on or off City premises.
2. As part of a routine scheduled physical examination;
3. Upon assignment to narcotics enforcement, prior to assignment and during assignment at the discretion of the Chief of Police;



- 4. At the Police Chief’s discretion, upon involvement in the discharge of a firearm; traffic or vehicle accident resulting in property damage or injury; or other incident involving injury to any party requiring medical treatment beyond basic first aid ; or
- 5. Upon return to duty following a leave of absence for 30 days or more.

An employee who voluntarily discloses a dependency or drug abuse problem to the City and voluntarily undergoes a City-approved, supervised detoxification treatment program will be given an unpaid leave of absence for such purposes of up to ninety (90) days and the City will refrain from taking any disciplinary action against the employee provided that this is the first and only instance of employee involvement with drugs, that the employee satisfactorily completes the prescribed detoxification program, and submits to a “Terms of Employment” agreement requiring drug testing upon return to duty and agreeing to remain free of drug use.

Section 17.14 Residency. As a condition of employment, all employees must reside within thirty (30) miles from the nearest City of Kentwood border as outlined in Public Act 212 of 1999.

Section 17.15 Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), June 30,2026. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2026, give written notice of termination. If neither party shall give notice to terminate this Agreement, or to modify this Agreement, as hereinafter provided, this Agreement shall continue in effect from year to year after June 30, 2026, subject to termination by either party on sixty (60) days’ written notice prior to June 30 of any subsequent year.

POLICE OFFICERS LABOR COUNCIL  
(Kentwood Supervisory Unit)

CITY OF KENTWOOD

*James Connell*

*Stephen C.N. Kepley*

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**APPENDIX A**

**WAGES**

The following wages for Sergeants and Lieutenants will be effective on the dates shown below:

		<u>Sergeant</u>	<u>Lieutenant</u>
July 1, 2023	(4.5%)	\$96,811	\$106,493
July 1, 2024	(4.0%)	\$100,683	\$110,751
July 1, 2025	(3.0%)	\$103,703	\$114,073

Sergeants assigned to supervising the Community Services Bureau, Investigative Units, or any other units not regularly assigned to the patrol supervisory functions shall be compensated a flat stipend of \$80.00 per pay period for the duration of the assignment.

Lieutenant wages shall be 10% above the Sergeant wages.



## APPENDIX B

### HEALTH AND DENTAL INSURANCE PLAN COVERAGE

The City shall provide the following health and dental insurance coverage:

#### **Health Plan**

The City shall provide the following health plan coverage identified in this appendix. Details of the coverage listed below can be found in the City of Kentwood Health Care Plan Document.

- Deductible: minimum deductible required to meet the IRS definition of a High Deductible Health Plan for single and family coverage levels, adjusted annually as required.
- Annual maximum out-of-pocket: \$2,000 for single coverage and \$4,000 for two-person or family coverage.
- Prescriptions are subject to the deductible and then covered based on a drug tier as follows:
  - Generic: \$15
  - Preferred Brand: \$50
  - Non-Preferred Brand: \$80
  - Specialty Drugs: 20% co-insurance pay
 Prescription drug costs paid by the employee are included in the annual maximum out-of-pocket. Mail order drug co-pay of two times the normal co-pay amount for three months of a prescription
- Preventive Services: Covered 100%
- Hospital, office visit, specialist, urgent care, emergency room, ambulance, and high tech imaging are covered 80% after deductible.

For employees enrolled in the HDHP as of July 1<sup>st</sup> of each plan year, the City will contribute an amount equal to 50% of the employee's coverage level deductible to each enrolled subscriber employee's Health Savings Account (HSA) annually in July for each plan year of this contract. The City's HSA contribution shall be prorated based on actual months enrolled in the City's HDHP.

Employees may contribute to their HSA from their compensation (pre-tax) up to the IRS annual maximum contribution by payroll deduction.

#### **Dental Plan**

The dental insurance plan provides the following coverage of reasonable and customary charges for claims as defined by the insurance plan's third party administrator:

Class I Benefits	Preventive Services	100% covered
Class II Benefits	Basic/Restorative Services	80% covered
Class III Benefits	Major Restorative Services	80% covered
Class IV Benefits	Orthodontic Services (to age 19)	80% covered
\$1,200 maximum per person per plan year for Class I, II, and III Benefits combined.		
\$1,500 lifetime maximum per person under age 19 for Class IV Benefits.		



**LETTER OF UNDERSTANDING**

No. 1984-1

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

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

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

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

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

1. Section 7.1.
2. Section 7.3.
3. Section 7.4.
4. Section 9.3.
5. Section 9.4, Funeral Leave: three (3) days shall equal twenty-four (24) hours and five (5) days shall equal forty (40) hours.
6. Section 10.1, Holidays: shall be converted from days to hours. One (1) day shall equal eight (8) hours.
7. Section 11.1, Vacations: shall be converted from days to hours. One (1) day shall equal eight (8) hours, and one (1) week shall equal forty (40) hours.
8. In the event that the City should deem that it is in the best interest of the City and the Department to revert back to an eight (8) hour workday, this Agreement shall no longer be applicable, and the terms of the collective bargaining Agreement shall be applied.

**POLICE OFFICERS LABOR COUNCIL  
(Kentwood Supervisory Unit)**

**CITY OF KENTWOOD**

*James Connell*

*Stephen C.N. Kepley*

