AGREEMENT

CITY OF NORTON SHORES

AND

POLICE OFFICERS LABOR COUNCIL

July 1, 2015 to June 30, 2018

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AGREEMENT

THIS AGREEMENT entered into as of the 1st day of July, 2015 between the CITY OF NORTON SHORES, a Municipal Corporation, with its principal office located at 4814 Henry Street, Norton Shores, Michigan (hereinafter referred to as the "Employer"), and POLICE OFFICERS LABOR COUNCIL, NORTON SHORES PATROL DIVISION (hereinafter referred to as the "Union").

PREAMBLE

THIS AGREEMENT entered into by Employer and the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of hours, wages and other terms and conditions of employment.

The Employer and the union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION

Section 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below as certified by the Michigan Employment Relations Commission Case No. R 74 J-404 dated December 26, 1974.

Section 1.2 All regularly scheduled part-time and full-time police officers but EXCLUDING supervisors and all other employees.

ARTICLE II
EMPLOYEE, UNION AND EMPLOYER RIGHTS AND RESPONSIBILITIES

A. The Union, as the sole and exclusive bargaining representative of the employees, and the Employer, each shall have the rights granted to them by Act No. 379 of the Michigan

Public Acts of 1965, as amended from time to time, and other applicable Michigan Public Acts now or hereafter enacted.

B. Management Rights

Section 2.1 The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs. These rights are abridged, modified, or limited by this Agreement only to the extent that they are specifically and expressly abridged, modified or limited.

Section 2.2 The Employer hereby retains and reserves solely and exclusively unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by its charter and the laws and Constitution of the State of Michigan and the United States. Such rights, by way of illustration, but not of limitation, being partially set forth as follows:

(a) Decide the kind of services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, method of service or materials, tools and equipment.

(b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made or used and the price to be paid.

(c) Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products, maintenance and repair work, office services.

(d) Determine the number, location and types of its buildings and facilities, discontinuance temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities, move operations from one location to another.

(e) Determine the size of the work force and increase or decrease its size; to hire, assign and lay off employees, to effect reduction of hours worked.

(f) Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force. (g)

Determine lunch, rest periods, and clean-up time; determine the starting and quitting time

and the number of hours to be worked; establish work schedules as business conditions and available work requires; and assign employees to work overtime in excess of their usual shift schedule.

(h) Discipline and discharge for cause; adopt, revise and enforce departmental rules; provided, however, that management shall first consult with the Union prior to any such amendment; such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner; applications of the rules in instances or alleged violation shall be subject to the grievance procedure; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(i) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications within the Department when such assignment is, in the management's judgment, necessary regardless of the availability of work in their regular classification; require employees to give instruction or the City itself may give instruction in special training for selected employees.

(j) To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when necessary for the conduct of municipal services, unless otherwise restricted by this Agreement, however, the Employer shall not permanently and regularly assign non-bargaining unit employees to perform bargaining unit work.

Section 2.3 All of the rights, functions, powers and authority, whether or not listed above, and whether or not exercised, are fully retained and reserved to the Employer except as those rights, functions, power and authority are expressly and specifically limited by other provisions of this Agreement

ARTICLE III

NON-DISCRIMINATION

Section 3.1 Nothing contained in this Agreement shall be used, interpreted or applied by either party to discriminate against any employee because of the individual's race, color,

religion, gender, national origin, age, or other legally protected category except as such is permitted by applicable law.

Section 3.2 Any complaint or charge by any employee that the above paragraph has been violated shall not be a proper subject for the grievance procedure of this Agreement but may only be processed pursuant to the applicable statutory procedures and with the appropriate administrative agencies.

Upon request of any employee who is claiming discrimination, a conference will be held with one representative from each party present.

Section 3.3 Neither the Employer nor the Union shall interfere with or discriminate in any way against any employee in the bargaining unit by reason of his membership or non-membership in the Union, his payment or nonpayment of dues, assessments and initiation fees to the Union, or his activity or non-activity required by this Agreement, nor shall the Employer or the Union encourage or discourage membership in the Union.

ARTICLE IV
UNION ASSOCIATION AND DUES COLLECTION

Section 4.1 Employees shall have the right to join, not join, maintain or discontinue their membership in the Union or to pay, or not pay, a service fee, except as provided in Section 4.2 below regarding the payment and collection of service fees. Neither the Employer nor the Union shall coerce, interfere or discriminate against any employee with regard to such matters.

(a) Commencing on the effective date of this Agreement all existing employees who are then paying or who thereafter voluntarily commence paying to the Union a service fee equivalent to the amount of dues uniformly required of its members shall, as a condition of continued employment, continue to do so for the term of the Agreement.

(b) All employees hired after the effective date of this Agreement shall, after 60 days of employment, as a condition of employment, commence payment of and continue payment of such service fee for the term of this Agreement.

(c) All employees who, on the effective date of this Agreement are not paying such service fee need not do so as a condition of employment.

Section 4.2 The Employer agrees to deduct from the wages of any employee

such service fee uniformly required provided the employee has voluntarily signed a check-off authorization card.

Section 4.3 Upon receipt of a written authorization card from an employee, the Employer shall deduct from the employee's pay the amount owed to the union by such employee for such representation fee. These deductions shall be made from the employee's paycheck each month and shall be made from the second paycheck of each month as required commencing with the month after the card is received. The Employer further agrees that these funds shall be remitted to the union as set forth above. Further, upon receipt of a proper authorization card from an employee for deduction of a representation fee for Police Officers Labor Council, the Employer shall deduct from the employee's pay the amount owed and remit to the Union in the same manner and time.

Section 4.4 There shall be no collection of such dues, special assessments, initiation fees or service charges at any time during an employee's working hours on the Employer's premises or in Employer vehicles.

Section 4.5 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the employee in making such deductions.

In the event of duplicate payments or a deduction not in conformity to the law or the Union Constitution or bylaws, refunds to the employee will be made by the Union to the employee.

Any dispute which may arise as to whether or not an employee has paid the amounts provided above or has signed or revoked such authorization form may be processed as a grievance pursuant to Article VII.

ARTICLE V
SPECIAL CONFERENCES

Section 5.1 The Employer and the union agree to meet and confer on matters of general interest for the mutual benefit of both parties upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

Such matters shall not relate to any subject that is properly one to be processed as a grievance and neither shall there be any obligation to enter into any negotiations regarding the resolution of the subject matter.

Discussion shall be limited to matters set forth in the request. Special conferences shall be held within fifteen (15) calendar days of the receipt of the written request at a time and place designated by the Employer. Each party shall be represented by not more than two (2) persons at special conferences and if non-employee representatives are to be present, the parties shall so notify each other. When any agreement has been reached requiring action by either party, such action shall be taken as soon as is practicable or at the time agreed upon.

Safety matters may be a topic for a special conference even though it may be a subject for a grievance.

Section 5.2 The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one (1) hour immediately preceding a meeting for which a written request has been made.

Section 5.3 Employee representatives of the Union at special conferences shall be paid by the Employer for time spent in special conferences in accordance with Article VI.

ARTICLE VI
UNION REPRESENTATION

Section 6.1 For purposes of the administration of the Grievance Procedure, employees shall be represented by one (1) Union representative and one (1) alternate. The Union shall furnish the Employer a list of names of the Union representative and alternate and shall keep the list current at all times.

Section 6.2 When requested by an employee, the Union representative may investigate any grievance and assist in its representation. For grievances involving matters of immediate employee safety and lost time discipline and upon approval of the Chief or his designee, the Union representative may leave work without loss of pay to investigate the grievance. Such approval shall not be unreasonably withheld. Other grievances will be investigated, and processed and otherwise handled by the Union representative and employee outside of the employee's Union representative's regular hours of work.

Section 6.3 When an employee represents their own grievance without intervention of a representative, the Union representative shall be given an opportunity to be present and no settlement shall be inconsistent with the terms of this Agreement.

Section 6.4 The Union Representatives (no more than two) shall be compensated for all lost time at their regular rate of pay for all joint grievance meetings which are agreed to be held during their scheduled working hours.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 A grievance is any dispute, controversy or difference between (a) the parties; or (b) the Employer and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof or any disciplinary action.

Section 7.2 Any grievance not timely initiated or taken to the next step shall be considered void or settled on the basis of the Employer's last answer and any failure on the part of the Employer to timely reply shall cause an automatic appeal to the next step.

Section 7.3 Grievances shall be processed in the following manner and within the stated time limits.

(a) An employee may initiate a grievance related to discipline action involving a loss of property rights at Step 2.

(b) The Union may initiate its grievance at this Step 2 of the grievance procedure and must process them through Step 3 before they are taken to arbitration. A Union grievance is one in which a right given specifically to the Union as such by this Agreement is alleged to have been violated. Such grievance must be filed in writing within seven (7) calendar days of its occurrence or shall be void.

STEP 1

(a) Any employee or group of employees having a specific grievance shall take it up with the affected supervisor involved in the matter within seven (7) calendar days following the occurrence of the alleged grievance. The supervisor shall attempt to adjust the matter by oral discussion with the employee in a manner not inconsistent with the terms of this Agreement. Such oral discussion shall be held not more than four (4) calendar days following the first

presentation of the grievance and the employee may request their Union representative to be present at the discussion.

(b) An oral response shall be given by the supervisor within three (3) of the supervisor's work days following the discussion. In the event such supervisor is not available within seven (7) calendar days, such time limits may be extended in writing by mutual agreement for an additional seven (7) calendar days. Thereafter, an appointed designee may hear the matter.

STEP 2

If the grievance is not settled in Step 1, it shall be reduced to writing on an appropriate form signed by the aggrieved employee or group of employees and the Union representative, and shall be presented to the Chief of Police or designee, in their absence, and Personnel Director within (7) calendar days after the response of the supervisor is given, not including the day the response is given. The Chief of Police or designee, in their absence, and Personnel Director shall provide an opportunity for a meeting with the employee for the purpose of discussing the grievance at a time and place mutually agreed upon but not later than ten (10) calendar days following receipt of the grievance.

A written reply shall be given to the grievance within six (6) calendar days after the meeting, not including the day of the meeting. Such reply shall be given to the Union Representative either personally or by e-mail no later than the last day specified herein for such reply.

Step 3

If the grievance is not settled in Step 2, it shall be delivered to the City Administrator within ten (10) calendar days after receipt of the Step 2 answer and such delivery shall be made to the City Administrator, or if absent, office representative.

The City Administrator shall meet with the Union Grievance Committee within fifteen (15) calendar days following delivery of the grievance to the City Administrator.

The City Administrator shall deliver a written finding within fifteen (15) calendar days after the close of the hearing and deliver such finding to the Local Union President.

ARBITRATION

In the event the answer by the City Administrator in Step 3 is not satisfactory to the Union then within thirty (30) calendar days following the date of receipt of the Administrator's

answer, the Union only, and not an individual employee, may file a demand for arbitration with the City Administrator, all pursuant to the following rules and conditions:

(a) The decision of the Arbitrator shall be final and binding.

(b) Upon receiving a list of arbitrators from the Federal Mediation & Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, an arbitrator shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the Federal Mediation & Conciliation Service.

(c) Only one grievance shall be heard by an arbitrator at any one appointment.

(d) The arbitrator shall have authority to decide matters involving the interpretation and application of this agreement or any disciplinary action and shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement, or any agreements made supplemental hereto, or any authority to hear or determine any dispute involving wage rate(s), or job classifications.

(e) The costs and expenses of the arbitrator shall be shared equally by the parties.

(f) Any grievance not taken to arbitration within the above-stated time limits shall be deemed settled based upon the Employer's last answer.

ARTICLE VIII

NO STRIKES AND NO LOCKOUTS

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, mass sickness, or interference of the operations and services of the Employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises, during the life of this Agreement.

Section 8.1 The Union agrees it will take reasonable affirmative action to prevent or stop any or all such activity above mentioned by notifying the employee that it disavows these acts.

The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to

the Grievance Procedure of this Agreement; provided, that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure.

Section 8.2 The officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

Section 8.3 The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE IX

DISCHARGE AND DISCIPLINE

Section 9.1 The Employer and the Union shall subscribe to the doctrine of progressive discipline pursuant to the City Ordinance Chapter 2 Administration; Division 3 Personnel Code, Sub-division XI Disciplinary Actions; Sections 2-423 to 2-425.

Oral reprimand shall not be valid unless a written notation is placed in the employee's file, with a copy to the affected employee prior to placing in the employee's file.

The Employer shall not discipline, discharge nor suspend without pay any employee except for just cause. Discharge or suspension must be by proper written notice to the employee with a copy to the Union President, citing specific charges.

An employee who is asked to attend any interview with the Employer for investigatory purposes which may lead to lost time discipline or discharge may request a Union representative to be present.

Employees will be provided with a Garrity Warning prior to the start of any interview.

Section 9.2 Where a locker of an employee is to be opened for possible disciplinary purposes, it shall be done in the presence of the employee and his Union representative, if so desired.

Section 9.3 Written warnings for rule infractions or any letters or records of complaints from supervisors, City officials or private citizens shall be removed from an employee's file where there have been no infractions for a period of twelve (12) months. Letters or records of complaints shall not be placed in an employee's file until the employee is aware of the letter or record and there has been an appropriate departmental review of the complaint.

In the event that an employee initiates a grievance on a disciplinary action, the content of the disciplinary action and the grievance steps shall remain confidential until the grievance is resolved. The Employer will maintain the security of all written material related to the action and the grievance until the grievance is resolved.

Any disciplinary action against an employee shall be presented to the employee within twenty (20) calendar days of the initial interview of the employee. This time can be extended by mutual agreement. The Employer may extend the time for five (5) calendar days in the event the investigation is not completed, with notice to the employee of the extension. Presentation of disciplinary action may be delayed if the employee is the subject of a criminal investigation, but must be delivered within fifteen (15) calendar days after the disposition of the case.

The term "disciplinary action" shall apply to any oral or written reprimand, suspension or discharge given to an employee or group of employees by a supervisor or designee for any alleged violation of the Employer's Rules, Regulations, Policy or City Ordinance.

If, and when a complaint is filed with the employer against an employee and the employer is going to review video for investigatory purposes, the employee shall be notified of the date of the video being reviewed and receive a written copy of the complaint.

Section 9.4 When an employee covered by this Agreement is charged with a criminal offense, a complete investigation shall be conducted by the Chief of Police or designee. Based on the investigation, the suspension resulting from the charge may be with pay or without pay. If a suspension resulting from the charge is without pay and a grievance is filed, the matter shall be immediately processed at Step 3 of the grievance procedure.

Section 9.5 Whenever feasible, discipline will occur on duty. If off-duty discipline becomes necessary, the Chief of Police will first notify a Union employee representative before administering the discipline.

ARTICLE X

PROBATIONARY PERIOD AND SENIORITY

Section 10.1 All employees hired into the unit on a full-time basis shall be considered as probationary employees for a period of one year.

The Employer may, in its discretion, extend the probationary period for the period of time equal to any excused absence of more than thirty (30) consecutive calendar days. When

an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their last date of hire.

Except for lawful Union activity, probationary employees may be discharged, laid off, disciplined or otherwise terminated without recourse to the grievance process and there shall be no responsibility of reemployment by the Employer.

When two or more persons have the same date of hire, they shall have their relative seniority determined by their relative score on the entrance examination.

Section 10.2 Seniority is defined as the employee's continuous length of service in the bargaining unit from their last date of hire in the unit and shall be applied only as specifically set forth in this Agreement.

(a) There shall be a seniority list composed of full-time employees. Such list shall be fixed and agreed upon at the time of execution of this Agreement.

(b) The Employer shall keep the seniority list up to date and posted at all times and shall provide the local Union membership with up-to-date copies by January 1 of each year.

Section 10.3 An employee shall lose seniority and employment shall be terminated for the following reasons only:

(a) Voluntary resignation

(b) Discharge for cause

(c) Failure to report for work upon termination of a leave of absence.

(d) Failure to report for work from layoff, after notice has been sent in accordance with Article XI, Section 11.3.

(e) Off the active payroll on layoff for a period of the length of their seniority at the time of the layoff or two (2) years, whichever is less.

(f) Absent from duty for three (3) full consecutive assigned shifts without just excuse or cause. Employees are to call in their absence with an acceptable excuse prior to the start of their shift or as soon thereafter as possible.

(g) Retirement

Section 10.4 Non-Unit Seniority Application

(a) Persons who previously were in positions now covered by this Agreement but took positions outside the unit shall maintain their seniority as of the date of taking such outside position.

(b) Effective upon the execution of this Agreement, an employee thereafter accepting a position outside the unit shall retain their seniority to the date of such acceptance but shall not accumulate seniority thereafter, subject to the following:

(i) For the first thirty (30) days from the date of an assignment to an outside position, an employee may voluntarily or upon request of the Employer be returned to the bargaining unit without loss of seniority.

(ii) After said thirty (30) day period, the Union shall have no jurisdiction under this contract over such personnel and any decisions affecting such personnel, such as promotion, demotion or discharge, shall be in the Employer's sole discretion and shall be final.

(c) Should the Employer determine that the person so assigned will be returned to the bargaining unit for any reason after said thirty (30) day period, such person shall displace the least senior employee with less seniority on the appropriate seniority list. Such person shall have only that amount of seniority as defined in (a) and (b) above.

ARTICLE XI

LAYOFF AND RECALL

Section 11.1 Layoff is defined as a force reduction resulting in a separation from active employment for such reasons that are justifiable under the particular circumstances, which are by way of example but not by way of limitation; economic factors, loss of work requirements and other similarly work related conditions.

(a) Any layoff for three (3) consecutive workdays or less for unforeseen emergency reasons may be made without regard to the procedure set forth herein up to six (6) times for the duration of the agreement, but not more than two (2) times in each contract year. Layoffs affecting specially funded employees may be made pursuant to applicable regulations without regard to the procedure set forth herein so that the regular employee is laid off for the minimum possible time.

Section 11.

(a) In the event of a layoff of full-time employees which will exceed three (3) workdays the following procedure will be used.

(1) If a full-time employee is to be laid off it shall be the full-time employee on probation and then the least senior full-time employee, providing:

(i) those full-time employees remaining have the qualifications to perform the available work.

This procedure shall apply for each full-time employee to be laid off.

(2) Simultaneously with such layoff, the Chief of Police may reassign remaining employees to any division, shift or assignment as in his/her judgment will best effectuate the operation of the Department.

If the same assignment is available on more than one shift, the most senior officer to be assigned will have a choice of shifts, at such time as the Chief of Police determines it is feasible.

Section 11.3 Employees to be recalled from layoff shall be given seven (7) calendar days to report after notice has been received by certified mail to their last known address as shown on the Employer's record.

Employees who decline recall or who, in the absence of extenuating circumstances, fail to report as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority lists.

Section 11.4 Employees shall be recalled from layoff to their respective seniority list in inverse order of layoff beginning with the more senior employee first, in accordance with their seniority, before any other persons are selected for employment, and provided they are qualified to perform the available work.

Section 11.5 Upon advance discussion with the Union officers, the Employer may reduce the workweek to not less than thirty-six (36) hours for all employees in lieu of a force reduction but not longer than six (6) weeks in any twelve month period. For each employee affected, the reduction shall occur in one shift.

Section 11.6 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

Section 11.7 Temporary layoff for consecutive periods shall not be used to avoid the operation of Section 11.2(a) above.

ARTICLE XII
VACANCIES

Section 12.1 A vacancy is defined as any full-time position within the bargaining unit which the Employer intends to fill after reassignment or transfer of other full-time employees and that has been vacated either by the termination of a full-time employee or the creation of an additional regular full-time position in the unit.

Section 12.2 Whenever any such vacancy occurs, the Employer may first reassign or transfer existing full-time employees and thereafter, the resulting vacancy that exists shall be filled by recruiting among non-employee applicants, and preference for the position shall be given to the most qualified applicant

Section 12.3 A regular full-time employee is defined as one who works a regular schedule of thirty-five (35) hours per week or more.

ARTICLE XIII
UNPAID LEAVE OF ABSENCE

Section 13.1 Full-time employees who have completed their probationary period may request an unpaid leave of absence for not more than twelve (12) consecutive months and the granting of such leave shall be discretionary with the Employer.

Section 13.2 All leaves must be applied for in writing on a form to be provided and any approval or denial must also be in writing on said form.

Section 13.3 Full-time employees who have completed their probationary period may request an educational leave for further professional police training for not more than twelve (12) consecutive months and the granting of such leave shall be discretionary with the Employer. The request and the Employer's response shall be in writing on an appropriate form.

Section 13.4 Full-time employees with seniority are eligible for leave to attend any and all Union conventions, provided such leave is requested at least thirty (30) days in advance. A total of ten (10) days per year shall be allowed; such days shall not accumulate from year to year.

Upon return from a Union convention leave, employees shall be reemployed at work with accumulated seniority and fringe benefits.

Section 13.5 All leaves granted pursuant to this Article shall be without pay. No seniority and no monetary fringe benefit, such as insurance, vacation credit, holiday pay or similar benefit shall continue beyond the first day of the month following the beginning of the leave, except as otherwise specifically set forth.

Section 13.6 Employees who enter the military service shall be granted leaves of absence and shall be returned from leave in accordance with the applicable Federal and State laws and regulations.

ARTICLE XIV
LEAVES OF ABSENCE

Section 14.1 Sick Leave

(a) All full-time employees shall be eligible for accumulation of sick leave days of one workday (8 hours) for each month of service.

"Service" shall include days compensated for by reason of sick leave, holidays, vacation or other "paid-for days" leave of absence, but not in excess of twelve (12) consecutive months, including the month said leave commenced; and shall not include days on layoff.

(b) Sick leave shall be granted for the following:

(1) Personal injury not covered by Worker's Compensation;

(2) Personal illness, including medical and dental appointments during working hours. Such appointments shall have prior approval of the division Supervisor;

(3) Enforced quarantine in accordance with community health regulations;

(4) Employees are allowed to use up to three sick days (25½ hours for 8½ hour shift assignments, 36 hours for 12 hour shift assignments) per fiscal year for the care of immediate family members. Immediate family is defined as wife, husband, child, parent, step-

parent or step-child. Advance approval should be obtained whenever possible from the department head and/or immediate supervisor.

(c) Sick leave pay shall be at the rate of eight (8) hours pay at the employee's straight-time hourly rate for each full day of absence.

When a holiday occurs during an employee's sick leave and the employee is otherwise eligible for holiday pay, it will not be counted as part of the sick leave time.

(d) Advance of Sick Leave

In those cases where an employee has qualified for sick leave and has exhausted all vacation and sick leave accumulations, the Employer may authorize an extension of sick leave with compensation for a maximum of twenty (20) working days, if the employee is expected to be able to return to work. Such days shall be on a loan basis and repaid at the regular rate of accumulation upon return to work. Upon the expiration of all vacation and sick leave benefits, the Employer may grant a leave of absence, without pay or benefits and with no accumulation of seniority, for a period not to exceed twelve (12) months.

Further extension beyond the return date designated in Section 14.1(d) above may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Such request for and granting of the extension must be in writing

(e) Sick Leave Administration

Sick leave shall be administered as follows:

(1) Requests. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty and where possible, on extended leaves, in writing and verbally to the Chief or his designee.

An employee who expects to be absent on sick leave shall notify the shift commander or designated person as promptly as practical depending on the circumstances, and whenever possible prior to the start of the scheduled shift, or shall lose sick leave compensation for that day.

(2) The Employer reserves the right to verify the reported sickness of an employee and, depending upon the frequency of the absences, may require a doctor's certificate for absence due to sickness or injury.

The Employer may require a medical examination of the employee by its own physician to verify the illness or injury or the ability to return to work.

(3) Sick Leave Charges. Sick leave shall be chargeable only when used on regularly scheduled workdays or work periods. Employees shall be charged for the amount of authorized time that they are absent from their shift due to being sick.

(f) Should an employee report for their regularly scheduled shift and become injured during the tour of duty necessitating them to leave prior to completion of the shift, such employee shall not be charged for a day of sick leave and shall be compensated for the full shift.

(g) No payment for unused sick leave shall be made upon termination of employment, except that as of July 1, 2007 50 percent of all unused sick leave days accumulated after that date which are in excess of 80 sick leave days shall be paid to the employee upon retirement.

(i) Effective July 1, 2008, the 80 sick days shall be changed to 75 days for an employee who retires after July 1, 2008.

(j) Effective June 30, 2009, 50 percent of sick leave accrued over 180 days will be paid to employees on the first full pay period in July of each year. Employees shall be allowed to accept cash payment or deposit any allowable amount into their deferred compensation plan.

Section 14.2 Jury Duty Full-time employees with seniority shall be granted a leave of absence with pay, less jury duty compensation, for time lost from work while required to serve on jury duty not to exceed sixty (60) calendar days.

There shall be no loss of seniority or other fringe benefits while serving on jury duty.

Section 14.3 Pregnancy: Pregnancy disability shall be considered as an illness disability under this Article.

ARTICLE XV

RETURN TO WORK FROM LEAVE OF ABSENCE

Section 15.1 An officer with seniority returning from a leave of absence shall be returned to a position designated by the Chief's discretion for which the officer is qualified and to which the officer's seniority entitles him/her at the appropriate step on the pay scale.

Section 15.2 A probationary officer returning from a leave of absence may be returned to an available vacancy designated by the Chief in his discretion for which the officer is qualified.

ARTICLE XVI
HOURS OF WORK

Section 16.1 A regular workweek for regular full-time employees shall consist of forty (40) hours. A normal workday for a full-time employee shall be eight (8) hours, unless otherwise scheduled.

Section 16.2 Except as hereinafter provided, at the discretion of the Chief of Police, all full-time employees will be paid one and one-half their straight-time hourly rate or shall receive compensatory time off at one and one-half times their straight-time hourly rate for all authorized hours worked in excess of their eight (8) hour shift or in excess of eighty (80) hours in a pay period which would include authorized court time, provided, however, that hours worked in excess of eight (8) or eighty (80), as the case may be, for purposes of adjusting swing shifts, shall not be compensated as overtime hours. There shall be no pyramiding of hours for purposes of computing overtime pay. Overtime shall be mandatory at the discretion of the Chief of Police.

For the purposes of computing overtime pay, an employee absent on authorized sick leave with pay, holiday or on vacation, shall be considered to have worked their normal work shifts during such absence.

Section 16.3 Compensatory Time In lieu of overtime pay, upon request by an employee, such employee may be allowed compensatory time off with pay at his/her regular straight time hourly rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee shall be allowed to accumulate a maximum of 48 hours of compensatory time. All unused compensatory time shall be paid to the employee on the first pay period of December of each year. Compensatory time may be taken in increments of no less than one day, however, time may be taken in increments of less than one day (30 minute minimum) if the request is made within 24 hours or less of the date of leave requested, subject to the approval of the Chief of Police or the employee's immediate supervisor.

Section 16.4 Overtime Assignment. Whenever a temporary absence of a bargaining member occurs on a shift and the Employer determines that the absence must be filled by an overtime assignment or when extra-duty assignments become available, the assignment may be offered to available full-time bargaining unit members who are qualified to perform the available assignment, either on a full or partial shift basis, as follows:

(1) Where the Employer has less than twenty-four (24) hours notice, as the Chief, in his/her discretion, shall determine.

(2) Where the Employer has more than twenty-four (24) hours notice, on a rotating seniority basis over a one (1) year rotation period commencing on the 1st day of January schedule.

(3) If no full-time bargaining unit members are available or qualified to perform the available assignment, then overtime hours shall be offered to non-bargaining unit members who are qualified to perform the available assignment.

For purposes of offering available overtime hours, one contact effort (which may include leaving a message by telephone at a number from the master call list on file) by the Chief or a designated representative shall be sufficient to proceed to the next most senior employee on the rotation list.

Overtime records for this section shall be maintained and available for a calendar year. On the first day of the January schedule, the overtime list will reset to correspond to the current seniority list.

Any employee who cannot accept an overtime or extra duty assignment because they are otherwise scheduled to work at that time, will maintain their relative position on the rotating seniority list for subsequent extra duty or overtime.

If it is necessary to hold over an employee due to an emergency or due to inadequate shift coverage, the employer can hold over an employee from the previous shift to fill the position or call an officer from the next shift to come in early to fill the needed coverage. This offer of overtime must be made first to the most senior officer on duty.

Section 16.5 Pay for court time and other required agency appearances shall be as follows:

(a) Such appearance is required at a time when the employee is not otherwise on active duty.

(b) For other appearances, the pay shall be for a minimum of two hours pay at time and one-half the employee's straight-time hourly rate and the hours in excess of the two hours shall be at time and one-half the employee's straight-time hourly rate.

(c) the employee shall appear in proper attire.

(d) properly documented subpoenas and related witness fees are to be returned to the Employer.

(e) For appearances in Muskegon County court or agency recesses, mealtime shall not be counted as time worked. For those appearances outside the County, mealtime will be counted as time worked.

(f) Retirees will receive a minimum of two hours of court pay at the rate/classification from which they retired.

Section 16.6 Meetings Employees shall be paid at their applicable rate of pay for all time spent in attendance at Departmental meetings for which attendance is mandatory as determined by the Chief of Police. Voluntary attendance at non-mandatory meetings shall not be paid.

Section 16.7 Shift Change An employee who desires to exchange their shift hours with the shift hours of another employee shall obtain the consent of the employee and the supervisor involved on an appropriate form. Such consent shall not be unreasonably withheld, but must be obtained from the supervisor at least three (3) workdays in advance, except in an emergency.

If the supervisor approves the exchange, the employee will then be responsible for the shift assigned.

Such exchange shall be on an equal hour basis and within two (2) pay periods.

Section 16.8 Call-In Pay A full-time employee who is called in to work outside of their regularly assigned working hours shall receive a minimum of two (2) hours pay at the applicable rate of pay.

Section 16.9 Reporting Pay A full-time employee who reports to work at their regularly scheduled reporting time, not having been informed that there is no work, shall be paid two (2) hours pay at the applicable rate of pay. This shall not apply where the lack of work is caused by emergency events over which the Employer has no control or by labor disputes.

Section 16.10 Shift Bid Preference;

(a) Shift bid preference shall provide that patrol officers within the bargaining unit that work a district or a wild car shall have first bid preference on a shift change by seniority in December for the following calendar year to go into effect approximately the beginning of January, May and September. The exact date for shift changes will correspond to the Employer's pay period.

(b) If an opening occurs during the year it shall be posted and filled based on seniority.

(c) In the event a situation arises involving an Officer, and the Employer determines that a shift change is in order, then thirty (30) days prior to the next regular shift change time, the Officer will be informed in writing, with listed reasons, why they must move off their shift pursuant to the shift change policy.

(i) If the employee does not initiate a shift change, then the employee will be assigned to a different shift by the Employer to which their seniority entitles them.

(ii) The shift change shall not exceed four (4) consecutive months.

(iii) The thirty (30) days following the notice will be used in an effort to correct the situation causing the change.

Section 16.12 FTO Assignment In recognition of additional time and effort required of Field Training Officers (FTO;s), FTO assignees assigned by the Chief of Police to train and evaluate new probationary employees are entitled to compensation. Assignments will be made at the discretion of the Chief of Police with consideration given to individual training needs and equalization of FTO workload. Compensation will consist of one day of compensatory time for each assigned training phase during which FTO duties were satisfactorily completed. Compensation for assignments less than a full training phase will consist of one hour of compensatory time for each assigned training shift during which the FTO duties were satisfactorily completed. The day must be taken within twelve (12) months and scheduled with approval of the Chief of Police.

Section 16.13 Daylight Savings Time Officers working during the fall time change are required to work an additional hour during their shift and will receive one hour of overtime pay. Officers working during the spring time change may elect to work the full number of hours in the shift or may elect to utilize one hour of leave time to compensate for the one hour reduction.

ARTICLE XVII

INSURANCE

Section 17.1 Hospitalization Insurance The Employer shall continue to provide for full-time employees only, a group hospitalization plan, paid for by the Employer, with coverage equal to that in effect as of July 1, 1994.

(a) Effective July 1, 1991, the Employer shall provide the then existing vision care plan for eligible employees. Effective July 1, 1997 the Employer shall provide vision care for eligible dependents, if elected.

(b) Effective July 1, 2004, there shall be deducted from each covered employee's paycheck each pay period a sum of $10.00 for the group hospitalization plan. Such deductions are hereby authorized by this Agreement.

(c) Effective July 1, 2007 the co-pay for the drug rider shall be $10 for generic prescriptions and $20 for brand name prescriptions. For brand name prescriptions the employee shall be reimbursed back to $10 from the $20 co-pay.

(d) Effective July 1, 2008 there shall be deducted from each covered employee's paycheck each pay period a sum of $20 for the group hospitalization plan. ($520 per year). Such deductions are hereby authorized by this Agreement.

(f) Effective July 1, 2009 the co-pay for the drug rider shall be $10 for generic prescriptions and $20 for brand name prescriptions.

(g) Effective May 15, 2013, employees will be covered by the BC/BS Simply Blue program.

Section 17.2 Life Insurance and Disability Insurance The Employer shall continue for the duration of this Agreement, for full-time employees only, the existing disability insurance and life insurance programs with full premiums paid by the Employer. Effective July 1, 2007, the life insurance shall be increased to Forty Thousand Dollars ($40,000).

Section 17.3 The Employer shall provide a dental program for full-time eligible employees only as set forth in the program as of July 1, 1994.

Effective July 1, 1996 the Employer will pay the full cost of the dental program in place at that time. Effective July 1, 1997, the Employer shall provide dental coverage for eligible dependents, if elected.

Section 17.4 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the applicable premium for the insurance coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 17.5 The Employer reserves the right at any time to change insurance carriers provided such change does not reduce the insurance coverage.

Section 17.6 All insurance coverage shall terminate on the date of termination of employment except if an employee is on layoff or leave of absence it shall terminate on the first day of the month following the month of layoff or leave of absence.

Section 17.7 Retiree Insurance Any full-time employee who retires from the City of Norton Shores and are eligible for their MERS pension shall be eligible for hospitalization insurance coverage for employee and spouse at the time of the employee's retirement effective January 1, 1992, and eligible dependents effective July 1, 1997. Effective January 1, 1995 the prescription drug card will be considered a part of the hospitalization plan.

Upon becoming eligible for Medicare, the Employer's coverage shall be limited to a Medicare supplement program for the employee and effective January 1, 1992 for the spouse. Retired employees and spouses wishing to retain the HMO optional coverage until Medicare may do so, subject to HMO availability.

Effective July 1, 1997, employees who retire from the City of Norton Shores and are eligible for their MERS pension after July 1, 1997 may continue dental and vision insurance coverage equal to that of a full-time employee (including eligible dependents, if elected), at the expense of the employee, until age 65, subject to availability by the insurance carrier. Retired employees shall, in a timely manner, deposit with the Employer's finance director (or the finance director's designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employees failure to do so shall terminate the retired employees (and any dependents) further participation in the program.

Effective May 15, 2013, any full-time employee hired after July 1, 2012 who retires from the City of Norton Shores and are eligible for their MERS pension shall be eligible for hospitalization insurance coverage for the employee only. Spousal coverage may be purchased at the retiree's expense.

Section 17.8 Insurance Opt-Out Pursuant to the City's Insurance Opt Out Program, employees who have or can obtain hospitalization insurance coverage through their spouse may decline such coverage from the Employer and receive ½ of the premium up to $400 a month~~.~~ Further, the employee may retain the additional compensation or defer it to a 457 deferred compensation account approved by the Employer.

Effective July 1, 2012, for those hired after this date, in instances where the employee and his or her spouse are both employed by the City, payment of health insurance premiums and/or payments in lieu of health insurance coverage (opt-out) shall not be duplicated, (i.e. only one policy or payment per covered couple.)

ARTICLE XVIII

VACATIONS

Section 18.1 Vacations with pay shall be based upon years of continuous service with the Employer and shall be granted according to the following schedule:

Years of Continuous Service	Days of Vacation With Pay
Less than 7 years	10
7 but less than 14	15
14 or more	20

The employee's seniority date shall be used to compute their eligibility for vacation with pay.

Section 18.2 All vacations with pay shall be approved in advance by the Chief of Police. Such vacations shall be scheduled pursuant to the following:

(a) A vacation calendar will be posted on or before the first week in January of each year covering the entire year.

(b) All eligible employees on or before ~~February 29~~ January 31 of that year shall indicate their vacation time preference on the calendar first in periods of not less than seven (7) consecutive calendar days and not more than twenty-one (21) consecutive calendar days and for any additional vacation time, in periods of not less than one (1) work day. Using the seniority list, officers will be given a maximum of 48 hours or two shift periods to make an initial selection of vacation ~~leave~~ time. Once this initial selection has been made, the employee must wait until all other employees have been

given the opportunity to select vacation time before requesting further vacation time. After the initial vacation bid sign-up, vacation time may then be taken in increments of no less than one (1) day. However, vacation time may be taken in increments of less than one day (minimum 30 minutes) if the request is made within 24 hours or less of the date of leave requested, subject to the approval of the Chief of Police or the employee's immediate supervisor.

(c) The number of employees who may be scheduled off at the same time, provided coverage permits, will be determined by the Chief.

(d) Employees who have indicated their vacation dates will be notified of any approval or disapproval on or before March 1 of that year, or sooner if circumstances require earlier notice.

(e) All vacation requests made after January 31 involving a conflict in dates will be considered on the basis of first made without regard to seniority. Requests made at least thirty (30) days in advance will be answered within seven (7) days of the request.

(f) It is understood that any approved vacation shall be honored unless an emergency has been declared by the Chief or designee. In this case, approved vacations may be cancelled to meet the requirements of emergency duty assignments necessary to respond to natural or human-caused disasters where other coverage cannot be obtained. Those affected will be given as much advance notice as possible prior to emergency call back.

(g) If a shift re-bid occurs pursuant to Section 16.10, employees changing shifts may forfeit a previously approved vacation.

Section 18.3 Vacation with pay, subject to the approval of the Chief of Police, may be taken in increments of not less than four (4) hours.

Section 18.4 The City shall each six (6) months furnish each employee with a statement of his accrued, but unused, vacation days. Up to ten (10) days accrued, but unused, vacation days may, upon approval of both the Chief of Police and the City Administrator, be carried over to the six (6) month period following the date of the statement.

Section 18.5 Employees shall accrue vacation benefits during the probationary period but shall not be eligible for vacation with pay until completion of six (6) months of continuous service.

Section 18.6 Employees who voluntarily quit and give the Employer at least two (2) weeks advance written notice and employees who are terminated by discharge, retirement or death, shall be entitled to payment for accrued but unused vacation days.

Section 18.7 Vacation pay shall be paid at the current rate of the employee's pay. Current pay shall include any increase in pay by reason of length of service (longevity), or any percentage increase which an employee is entitled to by reason of any increment educational plans.

Section 18.8 Advance Vacation Check Upon request an employee who will be absent for the week of a normal payday may receive his paycheck in advance.

Section 18.9 If an employee becomes ill while on vacation, the employee may request that sick leave be charged during the time of illness. Such requests shall be accompanied by a Doctor's note. The employee's vacation bank may then be credited with the time that sick leave was used if approved by Chief. Such requests shall not be unreasonably denied.

ARTICLE XIX

BEREAVEMENT LEAVE

Section 19.1 Immediate Family In case of death in the "immediate family", a full-time employee shall receive a leave of absence with pay of four workdays. Immediate family is defined as wife, husband, child, step-child, parent or step-parent, sister and brother, step-brother and step-sister.

Section 19.2 In case of death in the "family" a full-time employee shall receive a leave of absence with pay of three workdays. Family is defined as grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law and any other relative living in the same household.

Effective July 1, 2015, in case of death of a spouses' grandparent, a full-time employee shall receive a leave of absence with pay of one (1) day.

Section 19.3 If the situation warrants an extension, the City Administrator may grant up to an additional three (3) workdays. A written request for any such extension must be filed with the City Administrator.

Section 19.4 In any other situation the City Administrator may grant a bereavement leave of up to three (3) days upon written request.

ARTICLE XX

RETIREMENT

Section 20.1 The Employer will continue the Benefit Program B-2 including the 55-F waiver as provided for in the Michigan Municipal Employee's Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all eligible employees who retire subsequent to July 1, 1989, but prior to June 30, 1991. The amount contributed by the employee pursuant to the above Act will be paid by the Employer.

Effective July 1, 1991, the Employer will provide the Benefit Program B-3 including the 55-F waiver for all employees who retire subsequent to July 1, 1991.

Effective 1, 1994, the Employer will provide the F50-25 waiver for employees who retire subsequent to January 1, 1995.

Effective July 1, 1998, the Employer will provide the FAC-3 benefit for employees who retire subsequent to July 1, 1998.

Effective July 1, 2001, the Employer will provide the Benefit Program B-4 for employees who retire subsequent to July 1, 2001.

Effective July 1, 2009 employees hired prior to this date will contribute 1% of their salary to the MERS pension plan. Employees hired after this date will contribute 2% of their salary to the MERS pension plan.

Employees Hired before July 1, 2009

Effective May 15, 2013 full-time employees hired before July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (1.50% total)

Effective July 1, 2013 full-time employees hired before July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (2.00% total)

Effective July 1, 2014 full-time employees hired before July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (2.50% total)

Employees Hired after July 1, 2009

Effective May 15, 2013 full-time employees hired after July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (2.50% total)

Effective July 1, 2013 full-time employees hired after July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (3.00% total)

Effective July 1, 2014 full-time employees hired after July 1, 2009 will contribute an additional .50% of their salary to the MERS pension plan. (3.50% total)

Employees Hired after July 1, 2012

Effective July 1, 2012, full-time employees hired after this date will receive Benefit Program B-3 (2.25%) including the F55-25 waiver and the FAC-5 program provided for in the Michigan Municipal Employees Retirement System Act, Act No. 135, Public Act of 1945, as amended for all full-time employees. They will contribute 3% of their salary to the MERS pension plan.

Effective July 1, 2013 full-time employees hired after July 1, 2012 will contribute an additional .50% of their salary to the MERS pension plan. (3.50% total)

Effective July 1, 2014 full-time employees hired after July 1, 2012 will contribute an additional .50% of their salary to the MERS pension plan. (4.00% total)

ARTICLE XXI

HOLIDAYS

Section 21.1 The following days are designated and observed as paid holidays for full-time employees.

1. New Year's Day
2. Last Monday in May
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day
8. Day before Christmas
9. New Year's Eve Day
10. Good Friday

Section 21.2 Holiday Pay

(a) All eligible full-time employees shall be compensated eight (8) hours pay at their straight-time hourly rate for each recognized holiday whether the employee works or not.

(b) Full-time employees for each hour worked on a holiday shall be compensated for all hours worked at one and one-half (1-1/2) times their straight-time hourly rate or by compensation time off in an amount of time equal to time and one-half for each hour worked, the manner of compensation to be determined at the discretion of the Police Chief.

(c) Employees called into work for a holiday, when not normally scheduled to work on the holiday, or employees working beyond their scheduled work hours on a holiday, shall receive three (3) times their rate of pay for all hours worked.

Section 21.3 To be eligible for holiday pay, the employee must have worked their last scheduled work shift before the holiday and his first scheduled shift after the holiday unless excused or on a paid leave of absence.

Section 21.4 Employees on layoff, unpaid leave of absence or who are receiving Worker's Compensation shall not be eligible for holiday pay. Employees who are scheduled to work on a holiday and who do not work, unless excused, shall not receive holiday pay.

Section 21.5 If a paid holiday occurs while an employee is on a paid leave of absence or vacation, the employee shall be entitled to an additional day's paid leave of absence or an additional day of vacation.

Section 21.6 Full-time employees are eligible for four (4) paid personal days per twelve (12) month period to be given July 1 or prorated based on the start date, to be approved in advance by the Chief of Police or the employee's immediate supervisor. Personal time may be taken in increments of not less than one (1) day. However, personal time may be taken in increments of less than one day (minimum 30 minutes) if the request is made within 24 hours or less of the date of leave requested, subject to the approval of the Chief of Police or the employee's immediate supervisor.

ARTICLE XXII

WAGES

Section 22.1 New hires may be placed on the appropriate step on the salary or wage schedule in the discretion of the Employer, in recognition of prior experience either with the Employer or others.

Section 22.2 Upon being placed on the salary schedule, full-time employees may progress through the steps in accordance with the following procedures:

(a) The step increase shall be granted only upon recommendation of the Chief of Police with approval of the City Administrator at each step in the schedule.

(b) In the event that an employee is to be denied the step increase, they shall be informed in writing with reasons for the denial.

(c) For purposes of computation of months of service for full-time employees, service time shall not accumulate and the qualification date for the step increase shall be

postponed for any absence occasioned by either layoff, suspension or leave, which is without pay and which is in excess of thirty (30) calendar days.

(d) A merit pay increase to the next step in advance of the normal step increase qualification date may be awarded to an employee for exceptional service in the discretion of the Employer.

(e) An employee who is reclassified to a higher pay grade shall receive not less than a one step pay increase and thereafter progress through the steps.

Effective May 15, 2015 employees will receive a 2.00% increase.

Hourly Rate for Full-time Employees in the Classification of Police Officer

Hire	6 Months	12 Months	24 Months	36 Months
48,630	53,146	55,777	58,620	61,505
$23.38	$25.55	$26.82	$28.18	$29.57

Effective commencing with the beginning of the first full pay period nearest to July 1, 2016 employees will receive a 2.00% increase.

Hire	6 Months	12 Months	24 Months	36 Months
49.603	54,207	56,901	59,786	62,736
$23.85	$26.06	$27.36	$28.74	$30.16

Effective commencing with the beginning of the first full pay period nearest to July 1, 2017 employees will receive a 2.00% increase.

Hire	6 Months	12 Months	24 Months	36 Months
50,600	55,289	58,046	60,975	63,987
$24.33	$26.58	$27.91	$29.31	$30.76

ARTICLE XXIII

EDUCATION ALLOWANCE

Section 23.1 All full-time employees with seniority who are eligible under the conditions set forth below shall receive an education allowance as follows:

Section 23.2 The term "hours of college credit" refers to semester hours. College credit based on another credit system must be translated to semester hours.

30 semester hours college credit with at least 9 hours of Police Science courses	$375.00

Associates Degree in Police Science; or another Associate Degree with at least 18 hours in Police Science courses	$750.00
Completion of junior year in Police Science program; or 90 semester hours college credit which at least 24 hours in Police Science	$1,125.00
Bachelors Degree in Police Science; or another Bachelors Degree with at least 30 hours in Police Science	$1,500.00

Section 23.3 The City Administrator, upon recommendation of the Police Chief, may award the additional compensation to an employee with college credits in a field other than Police Science and waive the Police Science hours requirement if it is determined that the Department has a need for an employee with a special background.

Section 23.4 Base salary is that in effect with the pay period in which the certification is received that indicates the required hours or degree has been earned. Payment of the additional compensation shall be effective with the first full pay period following the date on which certification is received.

If the base salary is subsequently increased, the percent shall apply to the increase, prorated back to the date of increment.

Section 23.5 Such payment will be made in separate checks in June and December of each year.

ARTICLE XXIV
WORKER'S COMPENSATION LEAVE AND PAY

Section 24.1 A leave of absence shall be granted to a full-time employee who becomes incapacitated as a result of injury or occupational disease incurred through no misconduct of his own while in actual performance of duty.

(a) Compensation During Injury Leave of Seven Days or Less

The employee shall be paid at his regular rate of pay for time lost from work for any injury incurred on the job or occupational disease which incapacitates the employee for seven days or less.

(b) Compensation During Injury Leave of Eight Days to Thirteen Days

The employee shall be paid at his regular rate of pay for time lost from work for the first seven days, and at the rates stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits, for the eighth through the thirteenth days for any injury incurred on the job or occupational disease which incapacitates the employee for eight to thirteen days.

(c) Compensation During Injury Leave of Fourteen Days (2 Weeks) or Longer

The employee shall be paid at the rates provided and for the length of time stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Insurance Benefits, for any injury incurred on the job or occupational disease which incapacitates the employee for fourteen days (2 weeks) or longer or if death results from the injury or disease. Said compensation shall be computed from the date of the injury.

(d) Use of Accrued Vacation and Normal Sick Leave

If an employee's compensation under the Worker's Compensation Law falls below his regular rate of pay, the employee shall be permitted to use their accrued vacation and normal sick leave as provided for in this Agreement to supplement their Worker's Compensation Insurance Benefits so that there is no loss in pay for time lost from their regular schedule of work.

ARTICLE XXV
LONGEVITY

Section 25.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedules:

Percent of Base Salary	Completion Continuous Service Year
Two & One-half (2-1/2)	Five (5)
Five (5)	Eleven (11)
Seven & One-half (7-1/2)	Seventeen (17)
Ten (10)	Twenty-four (24)

Section 25.2 Payment Longevity pay will be paid either as an increment with the regular paycheck or paid semi-annually in December and June of each year, at the option of the employee.

Section 25.3 Effective September 24, 2001, longevity payout for employees hired before September 24, 2001 shall be capped at $7,000.00 annually.

Section 25.4 Effective September 24, 2001, the longevity schedule for employees hired after September 24, 2001, shall be as follows:

Annual Payment	Continuous Service Year
$ 250.00	Five (5)
$ 500.00	Eleven (11)
$ 750.00	Seventeen (17)
$1,000.00	Twenty-three (23)

ARTICLE XXVI

CLOTHING AND CLEANING ALLOWANCE - EQUIPMENT

Section 26.1 The Employer shall provide the initial issue of clothing and equipment; alternative comparable clothing and equipment provisions shall be made for the plain clothes position.

The items allowed are pants, shirts, 2 turtle necks with a choice of two styles (effective July 1, 2007) summer and winter jackets, tie, hat, shoes, belt, leather goods, holster, handcuffs, extra ammunition pouch, belt keeper, name plates, I.D. case, badge, overcoat, raincoat and patches. Effective the first full month following ratification by both parties or following the Act 312 award, the Employer shall provide employees with any two of three styles of jackets and allow mid-length boots to be worn.

The items shall remain the property of the Employer and shall be turned in upon termination.

(a) Uniforms/Clothing The Employer shall provide the initial issue of clothing and equipment as determined by the uniform committee and approved by the Chief of Police.

(b) Allowances All employees assigned to the Detective Unit or other plain clothes assignment shall receive an annual clothing allowance of $750.00 to purchase approved clothing, uniforms and equipment to perform duties according to the job description. Reimbursement will be made twice a year, up to 50% the first half of the fiscal year and the remainder the second half of the fiscal year. Any monies not spent the first half will be carried over to the second half of the fiscal year. Approval shall be by the Chief of Police or designee.

Section 26.2 Cleaning The Employer shall pay for laundering, repair and alteration of authorized clothing, at the designated agency. The Employer will replace clothing and equipment which in its judgment has worn out or been damaged in the course of employment.

Section 26.3 Vehicles/Equipment The Employer shall provide and assign such vehicles as it deems necessary and maintain them in a safe driving condition. Further, the Employer shall provide, gas masks and riot helmets with face shields by July 1, 2008. Shotguns and tear gas grenade launchers in such numbers and for such assignments as is deemed necessary by the Chief of Police. Body armor shall be provided, maintained and replaced in accordance with the manufacturer's present guidelines.

Section 26.4 Service Weapon The Employer shall provide each employee with a service weapon. The weapon provided will remain the property of the Employer. The system for providing the weapon will be determined by the Chief of Police.

ARTICLE XXVII

GENERAL

Section 27.1 Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform their regular job, the Employer will make every effort to place the employee in a position that they are physically and mentally able to perform.

Section 27.2 This Agreement shall supersede any consistent rules, regulations and ordinances, except as prohibited by law.

Section 27.3 Neckties Neckties and long sleeve shirts shall not be required to be worn commencing April 15 and through October 15 of each year.

Section 27.4 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.

Section 27.5 The Employer shall provide a bulletin board in the squad room to be used by the Union to post notices of Union meetings, elections and social events, and such other information as may be approved by the Chief of Police.

Section 27.6 If any article or section of this Agreement or supplement thereto should be held invalid by operation of State and Federal law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and any supplements thereto shall not be affected thereby. Either party may demand that the other enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section, but such bargaining shall not be mandatory.

Section 27.7 It is agreed that records of service will be kept in the employee's personnel file and recommendations shall be made in instances of meritorious performance, above and beyond the call of duty, in the discretion of the Employer.

Section 27.8 Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 27.9 Each employee is required to maintain and be familiar with an up-to-date set of Police Department rules and regulations and an up-to-date operations and procedures manual.

The Employer will provide a copy of each rule and regulation and each operation and procedure statement to each employee.

Section 27.10 The employee shall be reimbursed for prescription eyeglasses up to $250 and watches up to $100 damaged in the course of their duties, upon submission of proper documentation and authorization by the Chief of Police. Such requests shall not be unreasonably denied.

ARTICLE XXVIII

PROMOTIONS

Section 28.1 This promotional procedure shall apply only to the classification of corporal.

Section 28.2 Selection Criteria Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstration of satisfactory job performance in their present classification.

Section 28.3 Posting The Employer shall post the availability of a promotional position opening for a minimum of fifteen (15) calendar days.

Section 28.4 Eligibility In order to be eligible to participate in the promotional system, the applicant must have at least three (3) years of full-time experience with the City of Norton Shores. In the event that at a minimum of two (2) employees fail to apply or the Employer determines that none of the applicants meet the minimum qualifications, the Employer may modify the minimum requirements to attract additional internal applicants.

Section 28.5 Eligibility List An eligibility list will be established by ranking the applicants by total score as determined by the promotional process. The eligibility list shall remain active for a period of one year from the date it was established.

Section 28.6 Promotion Process The Employer will evaluate each candidates promotional potential based on a job related promotional process.

(a) Written Examination (40%)

(b) Oral Interview (50%) - The Board will be appointed by the Employer and shall include at least one appointee from outside of the City. The Board shall consist of a minimum of three members.

(c) Education/Military/Years of Service (10%)

(i) Education - .5 points per year of education (2.5 pts max.), as credited for Educational Bonus

(ii) Military Experience - .5 points per year (2.5 pts max.)

(iii) Years of Service - .5 points per year of full-time service with the City (5 pts max.)

(d) Should the Employer or the Union desire to make any change in the weights established above, then it must be done by mutual consent of the Employer and Union.

(e) The union may have a non-paid member observe the oral board exams.

(f) In lieu of the above, the Employer may elect to conduct an Assessment Center to evaluate the applicant's leadership, supervisory, organizational, management, communications, planning, problem solving, judgment and decisiveness skills.

Section 28.7 Appointment In the event that there are two or more qualified applicants, the Employer shall appoint one (1) of the top three (3) candidates to fill the open position.

Section 28.8 Probation The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position.

(a) During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactory may be reverted to their former position at their prevailing rate of pay for the former classification.

(b) An employee who reverts to their former classification during the probationary period, shall not imply in his personnel records a discredit or demotion.

(c) The employee shall not be placed back on the current eligibility list for promotion, but is allowed to apply for subsequent eligibility

ARTICLE XXIX

DURATION

Section 29.1 This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until and including the 30th day of June 2018.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

[illegible]

[illegible]

By: [illegible]

By: [illegible]

Gary A. [illegible]

By: Todd D [illegible]

By: Lynne A Fuller

Lynne A. Fuller, City Clerk