AGREEMENT

CITY OF NORTON SHORES, MICHIGAN

AND

POLICE OFFICERS LABOR COUNCIL

NORTON SHORES SUPERVISION DIVISION

July 1, 2015 - June 30, 2018

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AGREEMENT

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

PREAMBLE

THIS AGREEMENT entered into by the 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 of 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 all employees of the Employer included in the bargaining unit described below as certified by the Michigan Employment Relations Commission Case No.l R-86 K-345 dated February 10, 1987 and Case No. R12 F-040 dated December 17, 2012.

Section 1.2 All lieutenants, sergeants and corporals of the City of Norton Shores Police Department but excluding 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 kind of materials, apparel and equipment to be used; and the discontinuance of any service, method of service, materials, apparel and equipment.

(b) Introduce new equipment, processes or services; or eliminate existing equipment, processes, services and institute technological changes; decide on the nature of materials, supplies or equipment 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 and office services.

(d) Determine the number, location and types of its buildings and facilities, discontinuance either 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 in any department.

(g) Determine lunch and rest periods; determine the starting and quitting time and the number of hours to be worked; establish work schedules as 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 supervisor's duties and shall not be applied in a discriminatory manner; applications of the rules in instances of 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, sex, national origin, age, handicap, height, weight or marital status 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 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.

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 service fee, special assessments or initiation fees. 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 within ten (10) work days of such deductions.

Section 4.3 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 4.4 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 VIII.

ARTICLE V
UNION REPRESENTATION

Section 5.1 For purposes of administration of the Grievance Procedure, employees shall be represented by one (1) Union Representative who may or may not be an employee. The Union shall furnish the Employer with the name of the Union Representative and his alternate. The alternate may act in the absence of the Representative.

Section 5.2 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 his work without loss of pay to investigate the grievance. Such approval shall not be unreasonably withheld. Other grievances will be investigated, processed and otherwise handled by the Union Representative and employee outside of the employee's Union Representative's regular hours of work.

Section 5.3 When an employee presents his own grievance without intervention of a Union 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 5.4 The Union Representative 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 VI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 A grievance is any dispute, controversy or difference between (a) the parties; or (b) the Employer and an employee on any issue 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 6.2 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 6.3 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 a policy grievance at this Step 2 of the grievance procedure and must process them through Step 3 before they are taken to arbitration. A union policy grievance is a violation of this agreement which affects all members of the Union. Such grievances 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 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 his Union Representative to be present at 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.

Step 2

(a) If the grievance is not settled in Step 1, it shall be reduced to writing on an appropriate form signed by the aggrieved employee(s) or the Union Representative, and shall be presented to the Chief of Police or his designee, in his absence, and Personnel Director within seven (7) calendar days after the response of the supervisor is given, not including the day the response is given. The Chief of Police or his designee, in his absence, and Personnel Director shall provide an

opportunity for a meeting with the employee(s) and Union Representative 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 seven (7) calendar days after the meeting, not including the day of the meeting. Such reply shall be given to the Union President either personally or by e-mail no later than the last day specified herein for such reply.

Step 3

(a) 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 3 answer and such delivery shall be made to the City Administrator, or in his absence, his office representative. The City Administrator shall meet with the Union Representative within fifteen (15) calendar days following delivery of the grievance to the City Administrator. The City Administrator shall deliver his written findings within fifteen (15) calendar days after the close of the hearing and deliver such finding to the Union President.

Arbitration

(a) 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 date of receipt of the City Administrator's answer, the Union only, and not an individual employee, may file a demand for arbitration, with a copy to the City Administrator, all pursuant to the following rules and conditions:

(b) The decision of the arbitrator shall be final and binding on all parties.

(c) Upon receiving a list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he 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 and Conciliation Service.

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

(e) 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.

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

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

ARTICLE VII

NO STRIKES AND NO LOCKOUTS

Section 7.1 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, slowdown, 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 7.2 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 7.3 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 7.4 The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE VIII

DISCHARGE AND DISCIPLINE

Section 8.1 The Employer and 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.

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 discipline or discharge may request a Union Representative to be present.

Section 8.2 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 8.3 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 him within twenty (20) calendar days of the Employer's initial interview with 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 his designee for any alleged violation of the Employer's Rules, Regulations, policy, or City Ordinances.

Section 8.4 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 his designee. Employees will be provided with a Garrity Warning prior to the start of any interview. 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.

ARTICLE IX

PROBATIONARY PERIOD AND SENIORITY

Section 9.1 All employees hired into the unit shall be considered as probationary employees for a period of one year, and those promoted into the unit shall be considered as probationary employees for a period of six (6) months provided they have attained seniority in the Patrol Unit.

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, he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire or promotion into the unit.

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. A promoted probationary employee shall have recourse to the grievance process for any discipline, layoff or termination.

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

If the persons are a new hire and a new promotion on the same date, the newly promoted person shall have seniority.

Section 9.2 Seniority is defined as the employee's continuous length of service in the unit from his last date of hire or promotion into the unit and shall be applied only as specifically set forth in this Agreement. Such lists shall be fixed and agreed upon at the time of execution of this Agreement.

Employees shall have seniority credit on only one list at any one time.

Section 9.3 An employee shall lose his seniority and his 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 X, Section 10.3.

(e) Off the active payroll on layoff for a period of the length of his 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 9.4

(a) The seniority list of the date of this Agreement shall show the rates, names and job titles of all employees of the unit entitled to seniority according to classification.

(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 9.5 Non-Unit Seniority Applications

(a) Persons who were previously 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 his seniority to the date of such acceptance but shall not accumulate seniority thereafter, subject to the following:

(1) 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.

(2) 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.

(3) 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 the amount of seniority as defined in (a) and (b) above.

ARTICLE X

LAYOFF AND RECALL

Section 10.1 Layoff is defined as a reduction in staff from the active work force for sound operational reasons, such as by way of example, lack of work or economic factors relating to loss of funds or other similarly budget-related conditions.

(a) Any layoff for one (1) workday or less for emergency reasons may be made without regard to the procedure set forth below.

Section 10.2

(a) In the event of a layoff which will exceed one (1) workday, the following procedure will be used:

(1) The employee on probation and then the least senior employee, providing:

(i) Those employees remaining have the qualifications to perform the available work;

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

(b) Any full-time employee who has "retained" seniority status pursuant to Article X of the Patrol Officers Collective Bargaining Agreement then in effect may elect to bump into a position to which his seniority entitles him in that unit by written notice to the Employer within five (5) days after the layoff.

Upon such election, the employee will be permitted to exercise his bump under the terms and conditions of that Patrol Officers Collective Bargaining Agreement.

In the event the employee's seniority does not permit any bump into the Patrol Officers Collective Bargaining Agreement, that employee will be deemed to have recall rights pursuant to the terms of that contract.

Section 10.3 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 records.

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 10.4 Employees shall be recalled from layoff 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, provided they are qualified to perform the available work.

It shall not be required that any laid-off probationary employees be offered employment. Any such offer shall be at the discretion of the Employer.

Section 10.5 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 for not longer than four (4) weeks in any twelve-month period.

Section 10.6 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

Section 10.7 Temporary layoff for consecutive periods shall not be used to avoid the operation of Section 11.2 (a) above.

ARTICLE XI
VACANCIES

Section 11.1 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 permanent termination of a full-time employee or the creation of an additional regular full-time position in the unit.

Section 11.2 Whenever any such vacancy occurs, the Employer may first reassign or transfer existing employees and thereafter, the resulting vacancy that exists shall be filled by recruiting among present and non-employee applicants, and preference for the position shall be given to the most qualified applicant.

ARTICLE XII
HOURS OF WORK

Section 12.1 A regular workweek for 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 12.2 Except as herein 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.

Lieutenants are exempt from overtime, except when required to perform tasks outside of the normal job description (i.e. filling a sergeant's shift, etc.) and outside regularly scheduled hours or performing tasks when the City is reimbursed by an outside entity (i.e. special events, grant funded overtime, etc.). As compensation for job related tasks outside of their regularly scheduled hours, lieutenants are eligible for four (4) "administrative days" per twelve (12) month period to be awarded July 1 or prorated based on the start date. Administrative days must be approved in advance by the Chief of Police. Additional administrative days may be awarded at the discretion of the Chief of Police and City Administrator for services during exceptional circumstances.

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 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. Employees requesting compensatory time off must make such request no less than five days in advance of the requested time off. Any compensatory time off shall be taken at a time approved by the Chief of Police.

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

Should any Command Officer be assigned to "fill in" for a higher ranking supervisor for a consecutive period of 30 days or more than the officer filling the position shall receive salary equal to the position that is being filled. After twelve months in the position, the Officer filling in will be eligible for the non-probationary pay level.

Section 12.3 Overtime shall be mandatory at the discretion of the Chief of Police.

Section 12.4 Overtime Assignment. Whenever a temporary absence occurs on a shift and the Employer determines that such absence should be covered or when extra-duty assignments become available and the Employer has less than twenty-four (24) hours notice of that absence of availability, it may be filled by offering it to sergeants first, corporals second, then lieutenants either on a full or partial shift basis as the Chief, in his discretion, shall determine.

Where the Employer has more than twenty-four (24) hours notice, it will be offered to sergeants first, corporals second, then lieutenants to fill open shift supervisor positions. The rotating command seniority list will be used for all other open shifts available to the command unit.

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.

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 his designated representative shall be sufficient to proceed to the next appropriate employee.

Any employee who cannot accept an overtime or extra-duty assignment because he is otherwise scheduled to work at that time, will maintain his 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.

Section 12.5 Court Time. 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. If such appearance is less than one (1) hour prior to or after the employee's regular shift hour, the intervening time will be on duty time and will be paid as time worked pursuant to Section 12.2 (over eight hours in one day) and considered as an extension of the shift.

(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.

Section 12.6 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 12.7 Shift Exchange. An employee who desires to exchange his 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 one (1) workday 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 12.8 Call-In Pay. A full-time employee who is called in to work outside of his regularly assigned working hours shall receive a minimum of two (2) hours pay at the applicable rate of pay.

Section 12.9 Shift Bid Preference:

(a) The City will continue its policy of shift bid preference which will provide that Supervisors may bid on a shift change by seniority for each four (4) month period during the first full week in December of each year; and go into effect the first full pay period of May, September and January based on the employers pay period.

(b) 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, that he must move off his shift pursuant to the shift change policy.

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

(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.

(c) Nothing in this Section shall be deemed to preclude the filing of a grievance.

Section 12.10 Daylight Savings Time. Supervisors working during the fall time change are required to work an additional hour during their shift and will receive one hour of overtime pay. Supervisors 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 XIII

UNPAID LEAVE OF ABSENCE

Section 13.1 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 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 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 combined total of five (5) work 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 re-employed 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 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:

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

(ii) Personal illness;

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

(iv) The serious illness or injury of the employee's immediate family as defined in Article XIX, Section 1, requiring his attendance. Advance approval from the Chief of Police should be acquired in this instance.

(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.

(e) Sick Leave Administration Sick leave shall be administered as follows:

(i) 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.

(ii) 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.

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

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

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

(h) No payment for unused sick leave shall be made upon termination of employment, except that 50 percent of all unused sick leave days accumulated which are in excess of 85 days shall be paid to the employee upon retirement for any employee who retires in fiscal year ending June 30, 2006 or later.

(i) Effective July 1, 2007, the 85 sick days shall be changed to 80 days and shall be paid to the employee upon retirement for an employee who retires in fiscal year ending June 30, 2008 or later.

(j) Effective July 1, 2008, the 80 sick days shall be changed to 75 days and shall be paid to the employee upon retirement for an employee who retires in fiscal year ending June 30, 2009 or later.

(k) Yearly Sick leave Payout: Effective July 1, 2006, 50 percent of all unused sick leave accumulated in excess of 160 days shall be paid annually.

Section 14.2 Further extension beyond the return date designated in Section 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.

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

Section 14.4 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 for not to exceed sixty (60) calendar days.

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

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 in his 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

WORKER'S COMPENSATION LEAVE AND PAY

Section 16.1 A leave of absence shall be granted to an 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 Workmen's Compensation Law, as Workmen'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 Workmen's Compensation law, as Workmen'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 injury.

(d) Use of Accrued Vacation and Normal Sick Leave. If an employee's compensation under the Workmen's Compensation law falls below his regular rate of pay, the employee shall be permitted to use his accrued vacation and normal sick leave as provided for in

this Agreement to supplement his Workmen's Compensation Insurance Benefits so that there is no loss in pay for time lost from his regular schedule of work.

Section 16.2 Return from leave under this Article shall be in accordance with the provisions of Article XV, Section 1.

Section 16.3 Vacation days and sick leave days shall not accrue for any month on compensation leave after the first twelve (12) full consecutive calendar months on such leave.

ARTICLE XVII

INSURANCE

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

(a) Effective July 1, 2007 the co-pay for the drug rider shall be $10/$20 (generic/brand name) and the Employer shall reimburse the employee back to $10.

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

(b) Effective July 1, 1991, the Employer shall provide the then existing vision care plan for eligible employees.

(c) Effective July 1, 2008, there shall be deducted from each covered employee's paycheck each pay period a sum of $20.00 for the group hospitalization plan. Such deductions are hereby authorized by this agreement.

(d) Effective May 1, 2013 employees will be covered by the BC/BS Simply Blue program.

Section 17.2 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, 2015, the life insurance shall be Fifty Thousand Dollars ($50,000).

Section 17.3 Dental Insurance. The Employer shall provide a dental program for full-time, eligible employees and dependents as set forth in the program as of July 1, 1996.

Effective July 1, 1996 the Employer will pay the full cost of the dental program in place at that time.

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. Changes to the insurance program may be made only after discussions have taken place between the parties and an agreement is reached by the parties.

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. Full time employees who have been continuously employed with the City of Norton Shores and attain the required age and years of service to qualify for full pension benefits under the MERS pension plan shall be eligible for post-employment benefits.

These benefits include hospitalization insurance coverage for employee (and spouse at time of retirement). Effective July 1, 1995 the prescription drug card will be considered a part of the hospitalization program. An eligible employee wishing to have other dependent coverage must pay the full premium cost for such coverage.

Such employee who retires from the City of Norton Shores and is eligible for their MERS pension prior to the age of 62 shall receive the same level of coverage as full-time employees, until he reaches the age of 62. He will then receive the Medicare supplemental program. Employees who retire at 62 or after shall receive the Medicare supplemental program.

Effective July 1, 1997, employees who retire 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 employee's failure to do so shall terminate the retired employee's (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 is 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 declined such coverage from the Employer and receive fifty percent (50%) 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 for full-time employees only 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 years	15
14 years or more	20

The employee's seniority date shall be used to compute his 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 by the first week in January of each year covering the entire year.

(b) All eligible Supervisors, on or before February 29 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 bargaining unit

members will be given a maximum of 48 hours or two shift periods to make an initial selection of vacation leave. Once this selection has been made the employee must wait until all other employees have been given the opportunity to select vacation leave before requesting further vacation leave.

(c) Supervisors 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.

(d) All vacation requests made after January 30 involving a conflict in dates will be considered on the basis of first made without regard to seniority.

(e) It is understood that any approved vacation is subject to the requirements of emergency duty assignments where other coverage cannot be obtained.

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 New 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.

ARTICLE XIX

BEREVEMENT 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 spouse, child, step-child, parent or step-parent, sister and brother.

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

(a) Effective July 1, 2004, 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 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 for all full-time employees Benefit Program B-3 including the F55-25 waiver and the FAC-3 program provided for in the Michigan Municipal Employees Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all full-time employees who retire subsequent to July 1, 1994. The amount contributed by the employee pursuant to the above Act will be paid by the Employer.

Effective July 1, 1999, the Employer will provide the F50-25 waiver for all full-time employees who retire subsequent to July 1, 1999.

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

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

Employees hired prior to July 1, 2009

Effective July 1, 2009 full-time employees hired prior to this date will contribute 1% of their salary to the MERS pension plan.

Effective May 15, 2013 full-time employees will contribute an additional .5% of their salary to the MERS pension plan. (1.5% total)

Effective July 1, 2013 full-time employees will contribute an additional .5% of their salary to the MERS pension plan. (2 % total)

Effective July 1, 2014 full-time employees contribute an additional .5% of their salary to the MERS pension plan. (2.5% total)

Employees hired between July 1, 2009 and June 30, 2012

Full-time employees hired between July 1, 2009 and June 30, 2012 will contribute 2% of their salary to the MERS pension plan.

Effective May 15, 2013 full-time employees will contribute an addition .5% of their salary to the MERS pension plan. (2.5% total)

Effective July 1, 2013 full-time employees will contribute an additional .5% of their salary to the MERS pension plan. (3% total)

Effective July 1, 2014 full-time employees will contribute an additional .5% of their salary to the MERS pension plan. (3.5% 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 Acts of 1945, as amended for all full-time employees.

Effective May 15, 2013 full-time employees will contribute 3% of their salary to the MERS pension plan. (3.0% total)

Effective July 1, 2013 full-time employees will contribute an addition .5% of their salary to the MERS pension plan. (3.5% total)

Effective July 1, 2014 full-time employees will contribute an additional .5% of their salary to the MERS pension plan. (4.0% 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 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. 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.

Section 21.3 To be eligible for holiday pay, the employee must have worked his 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 Workers' 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 Holiday pay shall not count as hours worked for purposes of computing overtime.

Section 21.6 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 21.7 Personal Days 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. Personal days may be taken in increments of not less than one-half (1/2) day.

ARTICLE XXII

LONGEVITY

Section 22.1 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 of 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 22.2 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 22.3 Effective July 1, 2001, longevity payout for employees hired before July 1, 2001 or promoted to Sergeant or Corporal after July 1, 2001 shall be capped at $7,000 annually.

Section 22.4 Effective July 1, 2001, the longevity schedule for new employees hired by the Employer after July 1, 2001 shall be as follows:

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

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 with 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

CLOTHING AND CLEANING ALLOWANCE - EQUIPMENT

Section 24.1

(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.

The Employer will replace uniform articles that have been worn or damaged through normal use. Employees requesting replacement uniform articles shall present the worn or damaged item to the designated quartermaster for inspection and approval.

All clothing and equipment purchased by the Employer shall remain the property of the Employer and must be turned in upon separation of employment.

Section 24.2 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 24.3 Vehicles/Equipment. The Employer shall provide and assign such vehicles as it deems necessary and maintain them in a safe driving condition. Lieutenants will be provided a City vehicle for limited personal use. Further, the Employer shall provide gas masks, riot helmets, shot guns 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 warranty.

Section 24.4 Service Weapon. The Employer shall commence a program which will provide each employee with a service weapon, which program will be completed within 24 months. 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 XXV

GENERAL

Section 25.1 Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform.

Section 25.2 This Agreement shall supersede any inconsistent rules, regulations and ordinances, except as prohibited by law.

Section 25.3 Neckties. Neckties shall not be required to be worn commencing April 15 and through October 15 of each year.

Section 25.4 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment.

Section 25.5 The Employer shall provide space on an existing 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 25.6 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 25.7 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.

The employee shall upon the request in the presence of the Employer and, if so desired, his Union Representative, have access to his personnel file.

Service evaluation reports shall not be a subject for the grievance procedure but the officer involved may write his own comments on such report which shall be attached thereto and made a part of the file.

Section 25.8 Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 25.9 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 officer.

In lieu of printed rules and regulations and operations procedure manuals, the Employer may provide same on electronic medium as follows: updates will be located on Power DMS or similar program and updated on each computer. Current procedure of notice and sign-off on updates will remain.

Section 25.10 The employee shall be reimbursed for eyeglasses and watches damaged in the course of an arrest up to $200.00, upon submission of proper documentation to the Chief of Police.

ARTICLE XXVI

WAGES

Section 26.1 New hires or a newly promoted employee 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 26.2 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 he 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 commencing July 1, 2015 employees will receive a 2% increase.

	Hire	12 Months
Corporal	$61,762	$63,262
	$29.69	$30.41
Sergeant	$65,860	$68,493
	$31.66	$32.93
Lieutenant	$73,763	$76,712
	$35.46	$36.88

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

	Hire	12 months
Corporal	$62,997	$64,527
	$30.29	$31.02
Sergeant	$67,177	$69,862
	$32.30	$33.59
Lieutenant	$75,238	$78,246
	$36.17	$37.62

Effective commencing with the beginning of the first full pay period nearest to July 1, 2014 employees will receive a 2.00% increase.

	Hire	12 months
Corporal	$64,256	$65,818
	$30.89	$31.64
Sergeant	$68,520	$71,259
	$32.94	$34.26
Lieutenant	$76,743	$79,810
	$36.90	$38.37

ARTICLE XXVII
PROMOTIONS

Section 27.1 This promotional procedure shall apply only to the classifications of sergeant and lieutenant.

Section 27.2 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 27.3 Posting. The Employer shall post the availability of a promotional position opening for a minimum of fifteen (15) calendar days.

Section 27.4 Eligibility

(a) In order to be eligible to participate in the sergeant's promotional process, the applicant must have at least one (1) year of full-time experience with the City of Norton Shores as a corporal. In the event that a minimum of two (2) qualified employees fail to apply, the Employer may revise the minimum qualifications to include police officers with a minimum of three (3) years law enforcement experience.

(b) In order to be eligible to participate in the lieutenant's promotional process, the applicant must have at least three (3) years of full-time experience with the City of Norton Shores as a sergeant. In the event that a minimum of two (2) qualified employees fail to apply, the Employer may revise the minimum qualifications to include corporals with a minimum of one (1) year experience as a corporal and five (5) years law enforcement experience.

Section 27.5 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 27.6 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. The union may have a non-paid member observe the oral board exams.

(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 the Union.

(e) 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 27.7 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 27.8 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 processes.

ARTICLE XXVIII

DURATION

Section 28.1 This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until and including June 30, 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 terminate or 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.

CITY OF NORTON SHORES

By _____
Gary Nelund, Mayor

By _____
Lynne Fuller, City Clerk

July 7 2015
Date of City's Execution

POLICE OFFICERS LABOR COUNCIL SUPERVISORY DIVISION, NORTON SHORES

By _____ JOHN STIDHAM
Labor Representative POLC

By _____
Local Representative

6-15-15
Date of Union's Execution