

**AGREEMENT
BETWEEN
POLICE OFFICERS LABOR COUNCIL
(PATROL)
AND
CITY OF GRAND HAVEN
PUBLIC SAFETY DEPARTMENT**



Effective July 1, 2022 through June 30, 2025

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PREAMBLE

THIS AGREEMENT, effective July 1, 2022, by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the "City"), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the "Union").

ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 RECOGNITION

2.1: Recognition Clause. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All regularly scheduled full-time public safety officers, firefighters, police officers, police officer/investigators and fire marshals employed by the City of Grand Haven, but excluding sergeants, lieutenants and all command officers, supervisors, and all other employees.

2.2: Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-time Employee: A full-time employee is an employee scheduled to work at least eighty (80) or more hours per pay period on a regular basis in a position classified by the Employer as full-time.

Part-time Employee: A part-time employee is an employee who is scheduled to work less than an average of 30 hours per week or less than 130 hours per month in a position classified by the Employer as part-time. Part-time employees may be regularly scheduled to work, or may be called to work as needed by the Employer as a casual or relief replacement for a regular full-time employee.

Paid-On-Call: A paid-on call employee is called to work as needed by the Employer to perform firefighter duties.

Temporary or Seasonal Employees: Temporary and seasonal employees are hired for a period of limited duration not to exceed one (1) year. Seasonal employees are hired to augment the work force during periods of greater need. Temporary employees are hired to fill in for employees who are absent for extended periods.

An employee's status shall be designated at the time of hiring.

2.3: Individual Representation. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

2.4: Gender. Use in this Agreement of pronouns such as he or she, him or her, or his or her, shall be inclusive of all genders.

ARTICLE 3 UNION REPRESENTATION

3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than four (4) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union's choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.

3.2: Meetings. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member's scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

ARTICLE 4 UNION SECURITY AND CHECK-OFF

To the extent the law of the State of Michigan permit, it is agreed that:

4.1: The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

4.2: The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

4.3: As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

4.4: Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of the authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

4.5: The Employer shall not make any Union payroll deductions from the employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

4.6: Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 4.

4.7: Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

4.9: If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

4.10: The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

5.1: In General. The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall

employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

5.2: Rules and Regulations. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement of any such work rule.

5.3: Volunteers; Jobs; Classifications; Funded Programs. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.

5.4: The Union recognizes that the City may use part-time and paid on-call firefighters to perform fire services in the Department of Public Safety.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: In General. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer's or supervisor's unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

STEP ONE. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Sergeant or other command officer designated by the City to consider such grievances, or in the event of such sergeant's or other command officer's unavailability to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The designated sergeant or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

STEP TWO. If the grievance is not settled in Step One and the Union desires to appeal it to the Second Step, the Union must serve written notice of such appeal upon the Commander in charge of the Division for which the alleged violation has occurred or his designee within five (5) working days after the designated sergeant's or other command officer's written Step One answer. The Division Commander or his designee shall give the Union a written, dated and signed Step Two answer within five (5) working days after he receives the grievance at this Step.

STEP THREE. If the grievance is not settled in Step Two and the Union desires to appeal it to the Third Step, the Union must serve written notice of such appeal upon the Director of Public Safety, or in the event of his unavailability upon his designee, within five (5) working days after the Division Commander's written Step Two answer. The Director and the Union may, in the Director's discretion, meet to consider the grievance within ten (10) working days after the Director receives the grievance at this Step. Whether or not the Director and the Union meet to consider the grievance, the Director shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FOUR. If the grievance has not been settled at Step Three and the Union desires to appeal it to the Fourth Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the Director of Public Safety's Step Three answer. The City Manager and the Union may, in the City Manager's discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FIVE. If the grievance is not settled at Step Four and the Union desires to appeal it to the Fifth Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission ("MERC") and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager's Step Four answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the non-stricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

- A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;
- B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;
- D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;

- E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;
- F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- G. The arbitrator shall not award any punitive damages;
- H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;
- I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;
- J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and
- K. Any grievance which is not appealed to arbitration within the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.

6.2: Grievance Processing. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: Working Days. As used in this Article, the words "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

ARTICLE 7 DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

7.1: Just Cause. The City shall not discipline, discharge, suspend or demote any employee without just cause.

7.2: Union Notification. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.

7.3: Grievance Procedure. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.

7.4: Discipline. The City shall not discipline, discharge, or suspend any employee without just cause. The City shall notify the affected employee and the President of the Union of any employee discharge, suspension or other discipline which results in loss of work or pay. Copies of all discipline issued to an employee shall be placed in the employee's personnel file. Written discipline/discharge notices shall cite the specific conduct and/or rules, regulations, laws or ordinances the employee is alleged to have violated. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his/her record reviewed by the Department Director and the employee, upon the employee's request. By mutual agreement only, the disciplinary action may be removed from the employee's record. Personnel file maintenance and retention shall be in compliance with applicable law. Employees may review their personnel files during normal business hours pursuant to applicable law.

ARTICLE 8 SENIORITY

8.1: Definition. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.

- A. Department Seniority - Length of full-time service in the Police, Fire, or Public Safety Department.
- B. Classification Seniority - Length of full-time service in a classification (i.e. police officer, detective, fire-fighter).
- C. Employer Seniority - Length of full-time service with the City of Grand Haven.

8.2: List. A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.

In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employees' last names as of the date of hire. A change to an employee's last name after his/her date of hire shall not result in a change in seniority.

8.3: Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full period of probation.

8.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:

- A. He quits;
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. He retires or is retired;

- D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
- E. He is on sick leave of absence for a period of one (1) year;
- F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
- G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or
- H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

8.5: Seasonal, Temporary Help. Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, paid-on-call, part-time or other temporary positions shall not be used to cause the layoff of bargaining unit personnel. Seasonal, paid-on-call, part-time or other temporary positions may be used for the sole purpose of filling vacancies in the Public Safety Department.

If an employee filling a seasonal or temporary position is retained as a regular full time employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement commencing from the date of hire into the full time position and shall be credited with the number of hours worked in the seasonal or temporary position toward their seniority and economic benefits, except for pension credit which shall begin upon hire into the full time position.

ARTICLE 9 LAYOFF AND RECALL

9.1: Layoff.

- A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.

The City shall determine the classifications and groups to be affected, including the number of positions in each classification and group to be eliminated or reduced.
- B. Layoffs within the bargaining unit shall be by classification as determined by the City. If a given classification is to be reduced or eliminated, probationary employees in the classification affected shall

be laid off first, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work. If seniority employees are to be laid off in the classification affected, such employees shall be laid off in the inverse order of their seniority (i.e., least senior first), provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skill, ability and qualifications required to perform the remaining work.

- C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:
1. Be a seniority (non-probationary) employee; and
 2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and
 3. Bump only from a higher paid classification to a lower paid classification; and
 4. Have greater seniority than the person to be bumped; and
 5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and
 6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

9.2: Recall.

- A. If the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:
1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.

2. Recall notices shall be by mail, addressed to the employee's last known address. If the employee fails to report for work within two (2) days of the recall date indicated in the notice, such employee shall be presumed to have resigned and shall have no further recall rights.
3. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.

ARTICLE 10 JOB POSTING UNILATERAL TRANSFERS

10.1: If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, whichever ever initiated the reversion and statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

10.2: Temporary Assignments/Special Detail. It is agreed that the City may have special assignment details such as plainclothes assignments, WEMET, Inspector/Training Officer, D.A.R.E., etc. Such assignment shall not exceed twenty-four (24) months duration. Additional time may be added by mutual consent of the Union and City.

ARTICLE 11 PROMOTIONS

11.1: This promotional procedure shall apply only to the classifications of sergeant and investigator (detective).

11.2: 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 demonstrating satisfactory job performance in the present classification.

11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within

fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.

11.4: A written examination shall be administered and graded under the direction of the Director of Public Safety. A passing score will be posted prior to the examination.

11.5: The candidates passing the written examination shall be eligible to participate in an Assessment Center or oral interview board grading the candidates leadership, supervisory, organizational, management, communications, planning problem analysis, judgment and decisiveness skills.

11.6: The City shall select one of the top three (3) candidates. The list will expire after the period of six (6) months, or when all of the top three candidates have been promoted (whichever comes first). The promotional list may be extended for an additional 6 month period (12 months total) upon mutual agreement of the Director of Public Safety and Union.

11.7: At the time of appointment the Director of Public Safety may require psychological evaluations, performed by a qualified person in the field of psychology of the employees certified as eligible for promotion.

11.8: Probation. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. 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. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced.

11.9: Temporary Assignment/Senior Officer. A Senior Public Safety Officer may be assigned to perform limited supervisory duties provided the Senior Public Safety Officer is qualified. If assigned and all required duties have been completed, the Senior Public Safety Officer shall receive one (1) hour of straight time pay or one (1) hour of compensatory time for each full shift so assigned. Such work is usually assigned when a command officer is on vacation, absent due to illness or similar short term absences.

ARTICLE 12 LEAVES OF ABSENCE

12.1: Injury Leave. An employee who receives an injury or has an illness which is compensable under the Worker's Disability Compensation Act of 1969 and who has PTO accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:

- A. During the first seven (7) days of the compensable disability (i.e. before Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated PTO charged at the full rate for those days until such accrued and accumulated PTO is exhausted.
- B. After the first seven (7) days of the compensable disability (i.e. after Worker's Compensation benefits commence), an employee eligible for

and electing such paid injury leave shall be paid an amount equal to the difference between his Worker's Compensation benefits and his normal salary and shall have his accrued and accumulated PTO charged on a pro-rated basis proportionate to the City's payment until such PTO is exhausted.

- C. When and if an employee having received full or partial paid injury leave without set off of Worker's Compensation benefits becomes eligible for Worker's Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker's Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker's Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called "specific loss" Worker's Compensation benefits paid pursuant to M.S.A. Section 17.237(361).
- D. If such paid injury is not elected, or if an employee has no PTO accrued and accumulated, or if such PTO has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
- E. Employees shall promptly report work-related injuries or illnesses to their supervisor.

12.2: Bereavement Leave. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:

- A. In the event of a death in an employee's immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) consecutive days without loss of pay, provided the employee is scheduled to work those days or is on his scheduled vacation. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in his further discretion, grant additional bereavement leave days to an employee for death in the employee's immediate family. For purposes of this Section the term "immediate family" shall mean a spouse, a parent, a spouse's parent, a child, a step-child, a grandchild, a grandparent of the employee, or a brother or sister of the employee or his spouse.

- B. In the event of the death of an employee's aunt or uncle, nephew, niece or spouse's grandparents to the first degree of relationship, such employee shall, subject to the same terms and conditions as are contained in subsection (A) above, be granted a leave of absence of not more than one (1) day without loss of pay.
- C. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

12.3: Military Leave. Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The re-employment rights of such employees shall be in accordance with all laws and federal regulations.

12.4: Jury Leave. An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.

12.5: Unpaid Leaves of Absence. Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:

- A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.
- B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.
- C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.
- D. Employees shall not accrue seniority, vacations, holidays or paid sick leave while on leaves of absence granted pursuant to the provisions of this Section.
- E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence granted pursuant to the provisions of this Section.

12.6: General Provisions. Except as otherwise specifically provided in this Agreement, leaves of absence granted pursuant to this Article shall be subject to the following terms and conditions:

- A. Employees shall not accrue seniority while on such leaves.

- B. Vacations, holidays and paid sick leave earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.
- C. All leaves of absence shall be without pay except as otherwise provided in this Article.
- D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).
- E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)
- F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

ARTICLE 13 PAID TIME OFF (PTO)

13.1: Use of PTO. Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Furthermore, employees must use PTO for any vacation, sick days and personal days taken. Employees may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations. It is understood that the Department must have adequate staffing at all times.

13.2: PTO Amounts. PTO will be earned as follows:

July 1 following date of hire:	Prorated
July 1 following first year of service through 7th year of service:	156 hours
July 1 following 7th year through 12th year of service:	198 hours
July 1 following 12th year through 19th year of service:	240 hours
July 1 following 19th and subsequent years of service:	282 hours

13.3: Notification For Use. In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident, which do not require advance scheduling or approval. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Department rules as soon as the employee knows that absence from work will be necessary.

13.4: PTO Use for Illness. PTO is available for use for the illness of the employee or the employee's immediate family. If PTO use for illness exceeds two (2) consecutive scheduled working days, or is on the employee's last scheduled working day before and/or first scheduled working day after the employee's vacation, or exceeds five (5) scheduled working days per year, the City may require the employee to present the certificate of a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying the employee's ability to return to work. In lieu thereof, if the employee indicates in writing that he/she was not under the care of a doctor, the City may require a written, signed statement from the employee setting forth the reasons for the absence.

Upon returning to work following an illness that necessitated the employee's absence from work, the employee must submit a written, signed request for PTO, stating the reason for such absence. Any employee making a false claim for PTO shall be subject to disciplinary action, including discharge.

An employee may use his/her accumulated PTO, up to but not exceeding three (3) days per calendar year, when required in connection with serious illnesses in his/her immediate family (i.e. spouse and children); provided, however, that when any such use of PTO is made, the employee shall provide the City with a doctor's statement certifying the serious nature of the illness and with a statement certifying that the employee's attention to the illness was required.

13.5: PTO Use for Vacation. The City shall establish a schedule of available PTO vacation times. Each such schedule shall indicate how many employees may be absent for vacation, and the schedule shall be posted each year by January 10th. Employees shall have an opportunity to indicate their vacation time preference on the schedule on the basis of their seniority within each team, with the most senior employee within each team entitled to choose his/her vacation time first and the remaining employees within the team entitled to choose their vacation times in order of their respective seniority. Each employee shall have one week (7 calendar days) within which to choose his/her vacation time. In the event any employee fails to indicate his/her vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.

A. If at least two (2) weeks' notice is provided by the requesting employee, the City shall permit a minimum of two (2) bargaining unit employees assigned to each of the twelve (12) hour shift teams, off on vacation per week. This minimum does not include employees whose regular assignments are other than those of road patrol and fire suppression.

B. Notwithstanding the aforementioned provisions, the City shall not be required to allow more than one (1) bargaining unit member to be off on PTO vacation during the week of the Annual Grand Haven Coast Guard Festival and the day of July 4th.

In an effort to allow as much scheduling flexibility as possible the specific scheduling will not exceed the following:

- (1) One (1) bargaining unit member per shift may be off on PTO vacation on Monday, Tuesday and Wednesday of the week of the Annual Coast Guard Festival
- (2) One (1) bargaining unit member per day may be off on PTO vacation on Thursday, Friday and Saturday of the week of the Annual Coast Guard Festival
- (3) One (1) bargaining unit member per day may be off on PTO vacation on the 4th of July

13.6: Payment. Paid Time Off shall be paid at employee's regular straight time rate, exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours for eight (8) hour shift employees and up to twelve (12) hours per day for employees working twelve (12) hour shifts. PTO may not be used in increments of less than one (1) hour.

13.7: Maximum Carry Over. On June 30 of each year employees may carry over up to 72 hours into their next year's PTO bank and up to 72 hours may be elected to be deposited into their MERS pre-tax HCSP account or 457 account at 100% of the value. Any additional amounts remaining in the employee's PTO bank beyond what is carried over or deposited into the HCSP on June 30 will be lost. Employees may not waive PTO and take pay in lieu of leave.

13.8: Pay Out of PTO Bank Upon Separation. Employees who voluntarily quit after giving two (2) weeks' advance written notice, or who terminate due to death, military service or retirement, will be paid any amounts remaining in their PTO bank. Upon death, PTO will be paid out to the employee's estate.

13.9: Transition to PTO – Sick Leave. Effective July 1, 2017, no additional sick time will be added to employee sick leave balances. An employee's sick leave balance on June 30, 2017 will be frozen and available to him/her for the duration of the employee's employment with the City to use to supplement short term disability and/or workers disability compensation payments to a maximum of 100% of the employee's base wage or for other leaves of absence authorized by the Public Safety Director. Upon the employee's death or retirement from active service under the City retirement program, the employee (or the employee's beneficiary in the case of the employee's death), will receive 50% of all unused sick leave days at the employees' wage rate at the time of death or retirement. "Retirement" for purposes of this Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City's employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

When the 50% payout of the frozen sick bank described above is for a duty-incurred death, such employee's estate shall be paid the full amount (100%) of his/her accumulated sick leave hours. As used herein, the phrase "duty-incurred death" shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

13.10: Donation of PTO. Under the following circumstances a POLC unit employee with a minimum of two (2) years of service shall have the right to donate up to 60 hours per year of PTO to another POLC Employee provided:

1. A POLC unit employee has a serious long-term illness or injury and the Member has exhausted all PTO and any amounts in his/her frozen sick leave bank, or;
2. A POLC unit employee has an immediate family member, who has a serious long term illness or injury that requires care and the POLC unit employee has exhausted all PTO and any amounts in his/her frozen sick leave bank to provide this care.
3. After making a donation the donator must have a balance of at least 60 hours in their PTO bank.

Donations will only be accepted up to 13 weeks. In the event of a maternity leave or other disability, donations will only be accepted through the Doctor's certified period of disability. Donated PTO days will be applied to the recipient in the order donated. Donations that go beyond the disability period will be returned.

To donate PTO time, employees must complete and sign a PTO Transfer Request form. The completed and signed form is to be submitted to the Payroll Department for processing. The City reserves the right to request a physician certification of illness/disability upon request. The donation of PTO time will be transferred on an hour for hour basis.

If a POLC unit employee has a qualifying long-term illness, injury, or care requirement and has exhausted all paid time off days, they may request time donations in accordance with the aforementioned requirements. It is the Employee's responsibility to contact Human Resources to begin the donation request process prior to exhausting all available Paid Time Off. The request must be made prior to running out of Paid Time Off.

ARTICLE 14 HOLIDAYS

14.1: Holidays and Pay. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:

New Year's Day	Martin Luther King Day
Washington's Birthday	Easter
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	

All employees shall be paid a dollar amount equal to five and one-half percent (5.50%) of their individual base pay (but no less than \$2,500) as holiday pay in the last pay day of November. New employees shall have the holiday pay prorated over the holidays occurring after the employee's date of employment with the City.

A bargaining unit employee assigned to an investigator position on a temporary basis shall continue to receive holiday pay, work forty (40) hours per week and shall be permitted to take five (5) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

Employees working an eighty (80) hour bi-weekly schedule, shall as a condition of receiving "holiday pay," as provided above, be required to work five (5) holidays and have six (6) holidays scheduled off. The six (6) "off" holidays shall be selected annually by the employee and subject to approval of the Public Safety Director.

14.2: Active Employment. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding one hundred and eighty (180) calendar days, or while he is laid off. It is

understood that holiday pay shall not be denied an employee for any holiday falling within the first one hundred and eighty (180) calendar days of an occupational disability.

ARTICLE 15 INSURANCE

15.1: Hospital-Medical Insurance. Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.

City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

Eligible employees who participate in the employer's health insurance shall be required to contribute up to 20% towards the monthly premium co-pays, or whatever percent the non-union group is paying for the monthly premium copays for the plans offered, whichever is less.

The "percentage" is based on the Employer's rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law. Unless mutually agreed otherwise, the Rx copay for the plans will be a five tier copay at \$10/\$40/\$80/15%/25%. A maximum outlay applies on the 15% tier (\$150) and the 25% tier (\$300).

15.2: Long Term and Short Term Disability. Employees shall continue to be covered by the City's Long Term Disability Insurance program on the same terms and conditions as applied to other City employees.

The Employer shall maintain a short-term disability insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the short-term disability insurance program as determined by the insurance carrier.

15.3: Retirees. Regular full-time employees hired by the City before January 29, 2009, who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan (MERS) or retire under the disability retirement provisions of the City's retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

Effective July 1, 2014 such participation shall cease upon the happening of the following event:

the retired employee attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source.

Upon becoming eligible for medical coverage/ benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.

The cost of such group hospital-medical and dental insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer 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 City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

A retiree may waive insurance coverage to which he/she is entitled to under this Agreement but is not eligible to receive an opt-out payment. A retiree eligible for continued coverage under Section 15.3 of this Article who has elected to waive the employer provided health insurance per this section shall be entitled to re-enroll (opt back in) into the employer provided retiree health insurance plan during open enrollment periods or within thirty (30) days of a Qualifying Life Event (QLE). The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

15.4: Post-65 Retirees. If a retired employee hired by the City before January 29, 2009, remained in the City's group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, 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 City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

15.5: Life Insurance.

- A. Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of twenty-four thousand (\$24,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.
- B. Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

15.6: Dental Insurance.

- A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with and \$800.00 maximum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a \$1,200.00 maximum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).
- B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee's share of the premiums shall be paid by payroll deduction. If, however, an employee's check is insufficient to cover the employee's portion of the cost, the employee shall promptly and timely deposit with the City's Treasurer (or his designee) such additional monies as are necessary to cover the employee's portion of the cost; and failure of the employee to do so shall terminate the City's obligation to pay its share of the premiums for such employee and his eligible family dependents. The City's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City's obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment.

15.7: Vision Insurance. Regular full time employees will be eligible to participate in the City's vision reimbursement program which provides reimbursement up to \$150 per fiscal year per family for vision care related expenses such as eye exams, glasses, contact lenses, etc.

The annual reimbursement may roll over at the employee's option for one year to a maximum of \$300.

15.8: Change of Carriers. The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, and the group dental insurance program, to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.

15.9: Insurance Continuation: In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City's group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City's group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any successor statute, to the extent Public Law 99-272 or any successor statute is applicable to the City.

15.10: Employee's electing to waive the employer's health insurance coverage shall be given the following amounts either, at the employee's option, into a 457 deferred compensation plan or cash:

Eligible for family coverage elected no coverage	\$2,500
Eligible for family coverage elected single coverage	\$1,250
Eligible for two person coverage elected no coverage	\$1,500
Eligible for two person coverage elected single coverage	\$1,250
Eligible for single coverage elected no coverage	\$1,250

In the event payment of the above amounts would cause the City to be subject to a penalty or other adverse result under the Affordable Care Act or other federal or state legislation, the amounts shall be reduced to the extent necessary to avoid the penalty/adverse result. If an employee did not complete a full year of service the amount would be prorated. An employee who terminates during the probationary period would not be receiving this benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

In the event a bargaining unit employee has a spouse also employed by the City, neither spouse will be eligible for the payment in lieu of insurance.

The parties agree that if the City offers a City-wide insurance opt out plan, it may make the plan available to POLC bargaining unit employees, provided the opt out benefit exceeds the opt out benefit contained in the parties' current collective bargaining agreement.

15.11: Health Care Savings Program. The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account. This account may be used by the employee, employee's spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and employer.

Sections 15.3 and 15.4 will remain only for employees hired before January 29, 2009. Employees hired before January 29, 2009 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee's contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 15.3 and 15.4 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after January 29, 2009 will only have the HCSP, but the City will match the employee's contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).

ARTICLE 16 PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all employees:

- A. Benefit Description:
- Non-standard 3.0% Multiplier for all employees for all service prior to July 1, 2013.
 - 2.5% Multiplier for all service after July 1, 2013.
 - The parties agree that a Termination FAC will be used in the final pension calculation.
 - Maximum benefit 80% of FAC.
 - Benefit F50 (With 25 Years of Service).
 - 10 Year Vesting.
 - Benefit FAC-3 (3 year Final Average Compensation)
 - Benefit E-1 (Annual Increases for Past Retirees)
 - Benefit E-2 (Annual Increases for Future Retirees)
 - RS-50
- B. Both the City and each employee shall split the cost to fund the required MERS contribution on a 50-50 basis with an employee maximum contribution of 17% (with the applicable MERS conversion factor applied to the employee contribution). The percentage of employee and City contributions necessary to maintain the 100% funding level will be determined based upon the annual actuarial report. In no case will the City and employees each contribute less than 2%.
- C. For purposes of the City's MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.
- D. The City reserves the right to close the Defined Benefit Plan to new hires. New hires will be offered a Defined Contribution Plan with a 12% employer contribution and an 8% employee contribution. The vesting schedule for the Defined Contribution Plan will be 50% at year 3 and 100% at year 5. A conversion option (move from current Defined Benefit Plan to new Defined Contribution Plan) will be available to existing employees at the current PVAB as defined by MERS at the time of conversion.
- E. Employees who choose to remain in the Defined Benefit Plan will do so for the duration of their employment with the City. The acceptance of another position or promotion within the department will not affect the opportunity to remain in the Defined Benefit Plan.
- F. If City Council pursues voter support, and if there is voter support in a successful millage request during the term of this collective bargaining agreement, the Defined Benefit Plan employee cap will decrease to 15%.

16.2: Roth IRA Deductions. The City shall provide employees the option to make Roth IRA contributions via payroll deduction.

ARTICLE 17
UNIFORMS

17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix 'E'.

17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Quartermaster or his designee for inspection.

17.3: All Public Safety Officer/Investigators (excluding WEMET officers) shall be reimbursed up to \$800 per year for clothing necessary to perform their duties. Officers assigned to WEMET shall receive \$500 per year. Temporary Investigators whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.

17.4: Cleaning Allowance. The City shall provide a cleaning service for employees (except full-time investigators) of an amount up to \$450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators and officers assigned to WEMET of an amount up to \$250 per year for cleaning of their clothing used in the performance of their duties.

ARTICLE 18
SALARIES AND OTHER COMPENSATION MATTERS

18.1: Salary Schedule. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

18.2: Merit Achievement and Retention Pay

The parties reserve the right to meet and, upon mutual agreement, modify the Merit Achievement section of this program. All employees shall receive such additional compensation for which they qualify as follows:

- A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>TOTAL ANNUAL PAYMENTS</u>
After 3 years of service	\$200.00 per year
After 5 years of service	\$400.00 per year
After 10 years of service	\$800.00 per year
After 15 years of service	\$1200.00 per year
After 20 years of service	\$1600.00 per year
After 25 years of service	\$2000.00 per year

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

- B. Qualifications.

1. Three (3) Years of Public Safety Service. An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.
2. Performance Evaluation. To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4 month rating periods), on his or her performance rating.
3. Physical Condition. An officer must keep him/herself in good physical condition.
 - a. An officer may qualify by successfully completing one (1) of the following three (3) alternatives:
 - (1) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety Physical Fitness Program, attached as appendix "D". If an Officer chooses and successfully completes the requirements of the LEVEL 1 (Bronze), LEVEL 2 (Silver), or LEVEL 3 (Gold) portion of the Public Safety Physical Fitness Program, the Officer will receive an additional annual payment as outlined in Appendix B - OR -
 - (2) Participate in the one hundred (100) miles in one hundred days walking program. - OR -
 - (3) Participate in a pre-approved self-disciplined wellness program.
 - b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.
 - c. An officer not meeting this requirement will forfeit one-half (½) of the semi-annual Merit Achievement payment for that six (6) month period.

18.3: Hours of Work.

- A. The normal bi-weekly pay period consists of an average of eighty-four (84) hours. It is understood that officers are always on duty regardless of

break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.

18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, PTO, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:

- A. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney - two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.
- B. Court Appearances - two and one-half (2-1/2) hours minimum at time and one-half (1-1/2) the prevailing hourly rate or time and one-half (1-1/2) of the actual time spent, whichever is greater. All witness fees shall be returned to the City.
- C. Call-Back - When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.

Employees scheduled at least seven (7) calendar days in advance to attend meetings, shall receive a minimum of one (1) hour or the actual number of hours, whichever is greater, at time and one-half.

- D. Release Time - The employer may request that an employee be released early and not complete their assigned scheduled hours. An employee leaving early shall suffer no loss of pay for any hours not worked. The employee who agrees to release early and works time in addition to his regularly scheduled hours during that pay period, shall not be able to use the release hours as "hours paid" for the purpose of calculating overtime.
- E. In-Service Training. The following schedule shall be used by the employer to determine days off for employees scheduled for in service training, consisting of a minimum of eight (8) scheduled hours. Employees who are on either eight (8) or ten (10) hour schedules, shall be granted a day off for each day assigned to in-service training. For employees who are on twelve (12) hour shifts, the following table shall apply:

Short Week (3-12 hour shifts)

School days	Work days
1	1
2	2
3	2
4	3
5	3

Long Week (4-12 hour shifts)

School days	Work Days
1	1
2	2
3	2
4	3
5	4

18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4 may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:

- A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.
- B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty four (84) hours. (Employees may not log or accumulate compensatory time off beyond the maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).
- C. Compensatory time off may only be taken at times which are approved, in advance, by the City.

18.6: Shift Schedules. Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. If the department patrol schedule consists of 12 hour work shifts, there will be 2 patrol shifts available, a day patrol shift and a night patrol shift, each with 2 teams. Non-probationary employees shall be permitted to select the shift and team of their choice by Departmental seniority. The City reserves the right to deny a shift bid, regardless of seniority, if it will result in a married couple working on the same shift. If two employees working on the same shift marry, the least senior employee will be transferred to another shift unless the parties mutually agree otherwise.

A. The City shall be permitted to change an employee's shift and/or team bid for the purpose of attending training, to cover for other employees while attending required training, to cover for short-term or long-term vacancies due to injury, illness, leaves of absence, retirements, or changes in assignment. If an employee's shift bid is changed for short-term department operational needs other than training, the change shall not exceed 4 months per calendar year provided the City:

1. First attempt to solicit volunteers who are willing to have their schedule altered to cover the vacancies.

2. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.

3. When a change is made pursuant to 2 above, the least senior employee(s) on the effected shift(s) or teams shall be changed.

B. Employees recognize the importance of maintaining a balance of experienced officers across patrol shifts and teams who are trained to the level of PSOIII. Following the patrol shift and team bidding process, the Director or Director's designee will review the requested bids. The Director may assign an employee(s) to a different shift or team following the bid request as follows:

1. If none of the officers on a team have five years' experience as a Public Safety Officer III.

2. If a change is initiated as outlined in #1, the shift/team bid of the two most senior members of each day team and the single most senior members of each night team are not subject to involuntary transfer.

3. If a change is initiated as outlined in #1 and involves a change from dayshift to night shift, the employee(s) whose shift/team bid was changed will not be eligible to be off shift at the same time as the Sergeant and will receive a shift premium of .50 cents per hour for all night shift hours worked for the duration of the change. Previously scheduled vacations will be honored for all transfers.

4. The City may institute a "Senior Officer" program to ensure that experienced officers are assigned to each shift and provide interested officers the opportunity to gain supervisory experience. The decision to institute such a program and all program requirements and details, including the number of Senior Officers and number assigned to each shift or team rest solely with the City. If a Senior Officer Program is instituted, Senior Officers assigned to the night shift will receive a shift premium of .50 cents per hour for all night shift hours worked and will not be eligible to be off shift at the same time as the Sergeant. Additionally, the Senior Officer will receive (one hour pay at straight time as outlined in Section 11.9 of this Agreement, Temporary Assignment/Senior Officer).

18.7: Voluntary Schools. Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

18.8: Licensures. Employees who are licensed in Michigan as a Paramedic shall receive a twelve hundred fifty dollar (\$1250.00) bonus on or before July 1 of each calendar year.

Employees who are licensed in Michigan as an Emergency Medical Technician (EMT) shall receive a seven hundred fifty dollar (\$750.00) bonus on or before July 1 of each calendar year.

ARTICLE 19
NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1: Severability.

- A. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.

20.2: Bulletin Board. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.

20.3: Residency. All employees included in the POLC's bargaining unit and hired on or after July 1, 1987 shall reside within the limit of 20 miles from the nearest City limits of the City of Grand Haven. This section shall be interpreted and construed consistent with applicable state law. Exceptions to this requirement for good cause shown may be made with the approval of the Director of Public Safety and the City Manager. Failure or refusal to grant an exception shall not be subject to the grievance and arbitration procedures of the Agreement. Once an exception is approved, it may not be revoked as long as the employee remains on the same property for which the exception was made.

20.4: No Smoking Policy

- A. All regular, full-time employees in the Union's bargaining unit, who are hired on or after July 1, 1990, are prohibited from smoking tobacco products on duty as a condition of continued employment. Such employees must sign a written statement affirming their intent to comply with this prohibition.
- B. The City and the Union hereby agree that for the health and comfort of all employees and visitors, use of tobacco products shall be prohibited in all City of Grand Haven-owned buildings and vehicles. Employees and visitors are permitted to smoke only in the designated smoking area outside of each building. Any employee violating this policy will be subject to discipline, up to, and including, discharge.
- C. All employees hired after July 1, 2005 agree to refrain from the use of tobacco products at any time on-duty as a condition of continued employment.

20.5: Educational Reimbursement. Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy.

20.6: All employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters. Employees hired after April 1, 2005, who are hired for the express purpose of being a fire fighter only (PSO I), will not be cross-trained as a police officer unless required to do so by the City. The following conditions will also apply to the fire fighter only (PSO I) classification employee.

- 1. The City agrees to employ no more than four (4) full-time PSO I's at any time.
- 2. The City and the Union agree that for the purpose of the annual shift bid, no more than one (1) PSO I may be assigned to each of the four (4) platoons. The PSO I's will bid their shift by classification seniority.
- 3. Until such time as four (4) PSO I's are employed, the Union agrees that the City may, at their discretion, assign the first two (2) PSO I's to day-shift positions. The PSO I's will bid their shift by classification seniority.
- 4. For the purposes of overtime, the city and Union agree that PSO I's will be placed in the regular call out rotation for overtime and will be called in the proper order as established in the Overtime Management Policy. However, in the event that PSO I, either full-time or paid-on-call, is already scheduled to work the shift that the overtime is occurring on, a second PSO I, either full-time or paid-on-call, will not be eligible for that overtime.
- 5. The City and Union agree that if a layoff occurs involving employees, all employees holding a PSO I classification will be laid off by classification seniority prior to laying off those employees holding a PSO III classification hired before April 1, 2005. Additionally, it is understood that in the event of a layoff, a fully cross-trained PSO III will be deemed by the City to possess all of the skills, abilities and qualifications required to perform the work of a PSO I

and will be allowed to exercise bumping privileges to the lower paid classification based on departmental seniority.

20.7: Daylight Savings Time. Employees whose shifts include the hours during spring daylight savings time change shall be required to submit one (1) hour of accrued PTO deduction from their accrued PTO bank.

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.

20.8: Drug Free Workplace Policy. The Union and employer agree to adhere to the "Drug Free Workplace Policy" which is attached and part of this collective bargaining agreement as Appendix E.

20.9: Investigator Vehicle.

- A. Those employees who occupy the position of investigator shall be permitted to use their assigned vehicle on weekends up to a distance of fifty (50) miles from the city limits while off duty, if they are on-call.
- B. The employees who occupy the position of investigator shall be allowed to use their City owned vehicle for travel to and from home during the week provided the employee lives within 20 miles from the City limits.

20.10: Meal Allowance. Meal Allowance. Employees who attend meetings or schools outside the city shall be reimbursed for meals in accordance with the City's meal allowance policy as revised from year to year. The parties agree that the amounts will not be reduced during the term of this Agreement below the amounts set as of July 1, 2017. The employee must provide to the City dated receipts for the meals to be reimbursed.

20.11: Dog Handler. Employee(s) performing the function of dog handler (K-9) shall receive for each scheduled work day, either one (1) hours pay or be released one (1) hour early from their scheduled shift, at the employer's option.

20.12: Fitness for Duty. In the event that the Department Director determines that good cause exists to evaluate a member's fitness for duty, a referral shall be made to a practicing and licensed physician, psychiatrist or psychologist having experience conducting examinations for peace officers or peace officer candidates. Said evaluation shall be made in writing directed only to the professional conducting the examination, and shall identify the officer's duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Department Director. However, in identifying areas of concern, the Department Director shall consider only those matters which are relevant to the ability of the member to perform his or her duties.

All communications between the member and physician, psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. A refusal to sign the waiver shall be considered insubordination and may result in discipline, up to and including termination of employment.

In the event that the physician, psychologist or psychiatrist selected by the Department Director renders an opinion ("first opinion") that the member is unfit to perform his or her duties, the City will allow the individual to apply for a leave of absence in accordance with

the policies of the City. The purpose of the Leave of Absence will be to allow the employee the time and focus to successfully be deemed fit for Duty and return to active duty. When an employee believes that they have indeed completed all steps necessary for them to be re-evaluated, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion ("second opinion") as to the member's fitness for duty. The member shall be permitted to use accumulated paid sick leave for time off necessary to procure the second opinion.

In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. In the event that the second opinion of the professional retained by the member concludes that the member is able to perform the duties of a public safety officer, the Director shall consider those finding and recommendations, and may return the member to full duty.

In the event that (a) the second opinion finds the employee fit for duty; and (b) the Department Director declines to return the member to full duty, the parties shall mutually select a third physician, psychologist or psychiatrist to conduct an independent examination ("third opinion"). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member's fitness for duty. Should the finding of the third professional conclude that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.

When the Director requests a fitness for duty examination, he/she must inform the employee in writing of his/her reasons for doing so and the consequences of failure to cooperate. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination. Under no circumstances will an employee who has been determined unfit for duty be allowed to return to Active Duty until the employee has successfully completed a Fitness For Duty Evaluation.

20.13: EMT Training. The Employer will provide training for all employees to become EMT certified and all employees are required to participate in the training. Employees who do not pass or are unable to complete training shall not be transferred, assigned to less desirable duties or removed from employment.

20.14 Training and Records. The Employer will provide all continuing education and training to all employees and keep records of employee certifications and licensures pertaining to the employee's employment with the City. All training, continuing education, and licensure fees required by or relating to the Department will be paid by the City.

ARTICLE 21 SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a

safety device. Employees shall follow safety rules, and use all safeguards and safety equipment and make safety a part of their job.

ARTICLE 22
SPECIAL CONFERENCES

22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer's designated representatives upon the request of either party. The Union Labor Representative may attend the conference.

22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

ARTICLE 23
UNPAID FAMILY AND MEDICAL LEAVE

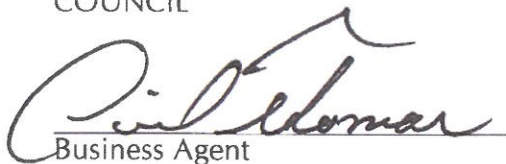
23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2022 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2025, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly-authorize representatives.

POLICE OFFICERS LABOR
COUNCIL


Business Agent

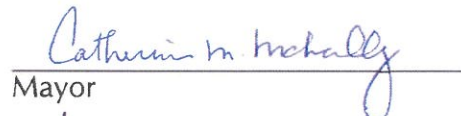

Negotiating Committee



Negotiating Committee


Negotiating Committee


Negotiating Committee

CITY OF GRAND HAVEN
a Michigan Municipal
Corporation


Mayor


City Clerk


City Manager


Human Resources Manager

APPENDIX A

POLC PATROL SALARIES/WAGES

	Start Step 1	6 Months Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5	4 Years Step 6	5 Years Step 7
<hr/>							
Effective July 1, 2022 (3.0%)							
PSO III/Investigator	57,695 27.74	61,368 29.50	65,042 31.27	68,601 32.98	72,380 34.80	76,054 36.56	79,720 38.33
PSO III	56,575 25.90	60,175 27.55	63,774 29.20	67,378 30.85	70,973 32.50	74,575 34.15	78,170 35.79
PSO II	53,917 24.69	57,342 26.26	60,773 27.83	64,198 29.39	67,627 30.96	71,042 32.53	74,479 34.10
PSO I	48,107 22.03	50,078 22.93	52,144 23.88	56,196 25.73	60,307 27.61	63,838 29.23	66,914 30.64
<hr/>							
Effective July 1, 2023 (3.0%)							
PSO III/Investigator	59,426 28.57	63,209 30.39	66,993 32.21	70,659 33.97	74,551 35.84	78,335 37.66	82,112 39.48
PSO III	58,272 26.68	61,981 28.38	65,687 30.08	69,399 31.78	73,102 33.47	76,812 35.17	80,515 36.87
PSO II	55,535 25.43	59,062 27.04	62,596 28.66	66,124 30.28	69,656 31.89	73,173 33.50	76,714 35.13
PSO I	49,550 22.69	51,580 23.62	53,709 24.59	57,882 26.50	62,116 28.44	65,753 30.11	68,922 31.56

Effective July 1, 2024 (3.0%)							
PSO III/Investigator	61,209 29.43	65,105 31.30	69,003 33.17	72,779 34.99	76,788 36.92	80,685 38.79	84,575 40.66
PSO III	60,020 27.48	63,840 29.23	67,658 30.98	71,481 32.73	75,295 34.48	79,117 36.23	82,931 37.97
PSO II	57,201 26.19	60,834 27.85	64,474 29.52	68,108 31.18	71,746 32.85	75,369 34.51	79,015 36.18
PSO I	51,036 23.37	53,127 24.33	55,320 25.33	59,618 27.30	63,980 29.29	67,725 31.01	70,989 32.50

APPENDIX B LEVELS OF PHYSICAL FITNESS

1. Exercise Options

Bronze — Add \$500 per year

Silver - 10% above bronze requirements. Add \$1,000 per year

Gold - 15% above bronze requirements. Add \$1,500 per year

Physical Fitness Levels - Standards	
Exercise	Standard
Push-ups	MCOLES for age/gender—MCOLES guidelines for push-up form
Sit-ups	MCOLES for age/gender—MCOLES guidelines for sit-up form
½ mile shuttle run	MCOLES for age/gender—MCOLES guidelines for run
Equipment carry	Current Department Standard—PSOIII Test—5 minute time limit
Simulated Rescue—Dummy Carry	Current Department Standard—PSOIII Test—3 min male/5 min female
Simulated hose pull	Current Department Standard—PSOIII Test—1 minute time limit

MCOLES Standards as Determined and Periodically Adjusted by the Commission Current Standards:

Male				
Age Group	Vertical Jump	Sit-Ups	Push-Ups	½ mile Shuttle Run
18-29	17.5	32	30	4:00
30-39	16.0	30	30	4:30

Female				
Age Group	Vertical Jump	Sit-Ups	Push-Ups	½ mile Shuttle Run
18-29	11.0	28	7	5:00
30-39	9.0	19	7	5:30

APPENDIX B (CONTINUED)
GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

PRELIMINARY APPROVAL FORM FOR A
SELF-DISCIPLINED WELLNESS PROGRAM
REQUEST FORM

To: Director of Public Safety

FROM _____ DATE _____

This is a request for preliminary approval of a plan to meet the employee's participation requirement for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is not a request for approval of the completion of the employee's plan or participation.

DESCRIBE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING APPROVAL, INCLUDE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO ADMINISTERS THE PROGRAM. (Attach additional sheets if necessary).

PLEASE DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS PROPOSED PROGRAM: _____

Employee Signature

- () Plan will not be recommended.
- () Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation.
- () Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.

Dated: _____

Director of Public Safety

Documentation Due Date: _____

APPENDIX B (CONTINUED)

100 MILES IN 100 DAYS

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June
Session II: July - October

WALKING PROGRAM GUIDELINES

1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.
2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Deputy Director of Public Safety.
3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.
4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.
5. You must walk a minimum of one (1) mile each time you walk.
6. All miles walked must be recorded on your "Mileage Card". Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.
7. Jogging only may be substituted for walking.
8. "Mileage Cards" and maps of the designated routes are available from the Deputy Director of Public Safety. Also, you may supply a verifiable route of your own. The completed "Mileage Cards" must be turned into the Deputy Director of Public Safety on a weekly basis.
9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name: _____

Week Beginning: _____

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date

Miles

Partner's
Initials

Total Miles
This Week

Director

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name: _____

Week Beginning: _____

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date

Miles

Partner's
Initials

Total Miles
This Week

Director

APPENDIX C

**POLICE OFFICERS LABOR COUNCIL
EXECUTIVE OFFICES
667 East Big Beaver /Suite 205
Troy, MI 48083**

**Police Officers Labor Council – Grand Haven Patrol Unit
Dues Check-Off Authorization Form**

I hereby request and authorize to be deducted from my wages while in your employment, a labor representation fee. The amount of the fee shall be determined by the Police Officers Labor Council (POLC). If any additional, or changes, to this amount are to be made it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the:

POLICE OFFICERS LABOR COUNCIL
667 East Big Beaver, Suite 205
Troy, MI 48083

This authorization shall remain in effect until by written notice to the Employer.

Please Print:

NAME _____
Last Name First Name Middle Initial

Social Security Number _____

Address Street _____

City _____ State _____ Zip Code _____

Employee's Signature _____ Date _____

APPENDIX D UNIFORMS

COGH/POLC PATROL/POLC COMMAND 2017 REVISIONS APPENDIX E-UNIFORMS	
PSO I	PSO II and III
4 Class B (fatigue) long sleeve shirt 4 Class B (fatigue) short sleeve shirt 4 Class B (fatigue) pant 1 Class A long sleeve shirt 1 Class A short sleeve shirt 1 Class A pant 1 Class A uniform hat with hat badge 1 Uniform badge 1 Uniform pants belt 1 Nylon pants belt 2 ties 1 Raincoat with rain protector for class A uniform hat 1 Pair side cutter or similar self-rescue tool 2 Coveralls 1 Baseball style cap 1 Winter coat 1 Summer jacket 1 Winter cap 1 Mock turtleneck "Dickie" 1 Rechargeable flashlight 1 Class C polo-style shirt with department logo 1 Class C pant 1 Tourniquet with holster 1 pair footwear (shoes or boots) 1 Soft body armor for active violence response/rescue 3 Cotton T shirts with department logo 1 Pair winter gloves 1 Set collar brass 1 Name plate	1 Class A uniform hat with hat badge 2 Ties 4 Long sleeve class A uniform shirts 4 Short sleeve class A uniform shirts 4 Class A uniform pant 1 Class B (fatigue) long sleeve shirt 1 Class B (fatigue) short sleeve shirt 1 Class B (fatigue) pant 1 Uniform pants belt 1 Nylon pants belt 1 Multi-purpose jacket 1 Uniform badge 2 Name plates 1 Set collar brass 1 Duty belt 1 Duty holster 1 Magazine case 1 Set handcuffs and case 1 ink pen clip style handcuff key 1 OC Spray and case 1 Baton and case 1 Wallet badge 1 Wallet badge case 1 Tourniquet with holster 1 Helmet 1 Raincoat with rain protector for class A uniform hat 1 Patrol bag 1 Baseball style cap 1 Class C polo-style shirt with department logo 1 Class C pant 1 Rechargeable flashlight-duty belt (or) fire helmet 1 Pair patrol/frisk gloves 1 Mock turtleneck "Dickie" 1 Pocket Handcuff Key 1 Holster for class B/C 1 Pair side cutter or similar self-rescue tool 1 Storage clip board 1 Winter cap 4 Belt loop holders 1 Pair winter gloves
Fire Marshal (Same as PSO II/III except add)	
Add 1 additional class B (fatigue) long sleeve shirt Add 1 additional class B (fatigue) short sleeve shirt Add 1 additional class B (fatigue) pant 1 hard hat 1 pair leather work gloves 1 lightweight "fire safe" jacket, pants, or coverall 1 Rechargeable work light	

3 Wicking or vented shirts for wear under soft body armor
3 Cotton T-shirts with department logo
1 pair footwear (shoes or boots)
1 Soft body armor ballistic vest
1 Taser holster

The City will provide each employee a shoe/boot allowance of \$150.00 per year paid in the first pay period in July. In the event an officer damages or destroys his/her shoes/boots in the course of his/her employment due to no fault of his/her own, the City will replace them as necessary.

APPENDIX E

GRAND HAVEN

DRUG FREE WORKPLACE POLICY

The City of Grand Haven is committed to providing a safe work environment and to promoting and protecting health, safety and well-being of our employees. This commitment is jeopardized when any City of Grand Haven employee engages in the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances or abuses prescription drugs or alcohol. Substance abuse is a significant public health problem which has a detrimental effect on the business community in terms of productivity, absenteeism, accident, medical costs, theft and workers' compensation costs. Therefore, the City of Grand Haven has established the following policy:

1. The City of Grand Haven will institute language in all job postings signifying it is a Drug Free Workplace.
2. It is a violation of City policy for any employee to use, possess (except when required as part of their normal duties or responsibilities as a public safety officer), sell, convey, distribute or manufacture illegal drugs, intoxicants or controlled substances or attempt to do the same.
3. It is a violation of City policy for any employee to or be under the influence of alcohol at any time while on or using City property, conducting City business or otherwise representing the City.
4. It is a violation of the City policy for any employee to use alcohol during normal business hours or while on duty (except when required as part of their normal duties or responsibilities [such as an undercover Public Safety Officer]) and approved by the Department Director.
5. It is a violation of City policy for any employee to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
6. Violations of this policy are subject to disciplinary action up to and including termination of employment.
7. This policy will be given to all probationary employees.

EMPLOYEE ASSISTANCE PROGRAM

The City of Grand Haven recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The City of Grand Haven offers an employee assistance program (EAP) benefit for employees and their families. The EAP provides confidential assessment, referral and short-term counseling for employees and their families who need or request these services. If the EAP determines a referral to a treatment provider is necessary, the cost may be covered by the employee's medical insurance, but the employee is responsible for the costs of these services.

DRUG AND ALCOHOL TESTING

The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug and alcohol abuse problems. The City of Grand Haven is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health and well-being of its employees.

1. The City of Grand Haven will use the model collection and drug testing standards, issued by the Department of Health and Human Services for federal government employees.
2. Alcohol testing will be conducted using breath-testing instruments and approved procedures.
3. The following employee protections will be incorporated to ensure the accuracy and integrity of the testing program:
 - ◆ Only a Substance Abuse and Mental health Administration will be used.
 - ◆ A strict chain-of-custody procedure will be used to ensure the integrity of each urine specimen.
 - ◆ The process will ensure individual privacy during the collection process and the confidentiality of test results.
 - ◆ All "positive" drug screens will be confirmed by a second test using a different chemical process, and only those samples which test positive on both the screen and the confirmation test will be considered a "positive".

- ◆ All confirmed “positive” test results will receive a professional medical review, which includes the opportunity for employees to explain the result.
- ◆ Employees who test “positive” for the first time for drugs and alcohol will be offered the opportunity for treatment, except where independent grounds for termination of employment exists.
- ◆ The refusal by an employee to take a drug or alcohol test is considered equivalent to a verified “positive” drug test and therefore subjects the employee to the same adverse employment actions up to and including termination of employment.

4. Reason for testing:

- ◆ Pre-Employment/Probationary Employees. Testing is to be conducted anytime and potentially multiple times, prior to beginning employment and through the probationary period. At a minimum, testing will occur as part of the pre-employment physical and one time during the probationary period. Such testing will be scheduled by the Assistant City Manager or designee.

Post Accident: When an employee is involved in a motor vehicle accident as the driver where the accident must be reported (whether on public or private property) pursuant to MSA #R28.1406, section 5.6 of the Uniform Traffic Code, the City may require that employee to submit to a drug test. When an employee is involved in a motor vehicle accident and the employer has “reasonable suspicion” that the employee may be under the influence of drugs or alcohol, the employer may require the employee to submit to a drug test.

Follow-up. Testing of employees who have violated the City’s substance abuse policy, but were given the opportunity to keep their jobs conditioned on successful rehabilitation and no further “positive” results.

Reasonable Suspicion. Testing that is conducted when there is information about an employee’s appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

5. Test Levels.

- ◆ Controlled Substances. An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CAR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II. These scheduled are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title[§801 et seq. of Title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician’s instructions must be recorded and treated as negative test results.

- ◆ Alcohol Use. An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidentiary blood test, administered by an approved medical facility, and at the direction of a representative of the City. To be considered a confirming evidential test, a breath alcohol technician must have first administered a breath test within the 20 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.
- ◆ Other Alcohol Use. An employee submitting to a preliminary breath alcohol screening test with a result of .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their position for a period of not less than 24 hours or until the next regularly scheduled work day, without pay.
- ◆ Controlled Substance Levels. We will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CAR Parts 40, 382 and, where appropriate, Part 391. We are requiring testing for the five substances listed of which we consider unacceptable in our business environment.

Substance	Screening Level	Confirmatory Level	Signs and Symptoms
Amphetamines incl. Benzedrine, biphedamines, dexedrine, synatan, appetol, methedrine and desoxyn	1000 NG/ml	Amphetamine 500 NG/ml Methamphetamine 500 NG/ml	<ul style="list-style-type: none"> • Hyperactivity • Feelings of strength • Loss of appetite • Irritability • Dilated pupils • Dizziness • Distorted thinking
Cocaine incl. Coke, free base and crack	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> • Momentary feelings of confidence, strength and endurance • "Rush" of short-term pleasurable sensations • Impaired driving ability and reactions • Uncommon excitability or anxiety • Dilated pupils and difficulty in focusing • Paranoia

Marijuana incl. Pot, smoke, hash, hashish oil and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> Changes in sensory perception Impaired driving ability for 4-6 hours after one joint Restlessness followed by a dreamlike state of relaxation Dulling of attention
Opiates incl. Morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan and percocet	300 NG/ml	25 NG/ml if immunoassay for free- morphine 300 NG/ml Morphine 300 NG/ml Codeine	<ul style="list-style-type: none"> Constricted pupils Drooping eyelids Low raspy speech Poor Coordination Depressed reflexes Impaired driving ability euphoria (short-lived) High pain threshold
Phencyclidine a.k.a. Angel dust, rocket fuel, Krystal joints, super kools, sherms, mint weed, cluster	25 NG/ml	Metablite 25 NG/ml	<ul style="list-style-type: none"> Impaired driving ability Extreme agitation Hallucinations Schizophrenia Enhanced strength

- ◆ Test Use. Any urine specimens collected may only be used to test for controlled substances designated or approved for testing. The accompanying Chain of Custody will reflect the nature of the test required.

- Split Samples. The specimen collected must consist of not less than 45 milliliters of urine, 30 of which we pour into a container for initial testing. We will then put the remainder into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
 - The split sample confirms contested test results if the primary sample shows a positive test result.
 - Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific test to determine, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of test to determine the specific gravity or to measure the creatine present in the sample.

- ◆ Alcoholic Beverages and Use. The use of alcoholic beverages by employees affect safe and efficient operations. No employee will use or possess alcoholic

beverages during work hours. No employee will report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol. This section may be modified by specific Departmental policies.

- An odor of alcohol on any employee's breath is reason enough for the City to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their position.
- If an employee exhibits any symptoms of alcohol use, they will be required to submit to a preliminary breath test (PBT), followed by an evidential breath test (EBT) to measure the extent and level of alcohol within an employee's system. The results of these tests shall be received by the Assistant City Manager and the Department Director.
- If an employee on the two tests has an alcohol level of .04 percent or greater, it will be considered a positive test.
- Refusals to submit to a required (PBT) followed by an (EBT) or any other MDOT-approved test to measure the extent and level of alcohol within a worker's body will be considered to have a positive alcohol test level greater than .04 percent.
- Assessment refusals by an employee testing above .04 percent Breath Alcohol level (BAL) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from further performing any function until he or she submits to an assessment.
- Any employee referred to a substance abuse professional and/or employee assistance program who fails to follow any of the following requirements will be suspended from the performance of any functions as per the personnel policy. These requirements are as follows:
 - Keep the appointment.
 - Complete the prescribed treatment or rehabilitation plan.
 - Authorize the disclosure of progress reports to the City.

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: May 1, 2023

TO: Sergeant Josh Tomes (President, POLC Command Unit)
Officer Tom Jones (President, POLC Patrol Unit)

FROM: Jeff Hawke, Director of Public Safety

RE: Merit Pay – Physical Fitness Shuttle Run Standard
Letter of Understanding



ORIGINAL

This letter of understanding is between the Grand Haven Department of Public Safety POLC Command Unit, POLC Patrol Unit, and the City of Grand Haven pertaining to the modification of the Merit Pay Physical Fitness Shuttle Run Standard in both contracts.

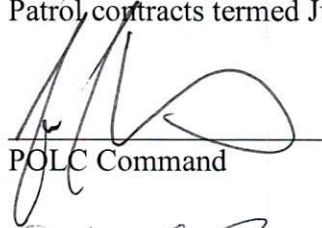
Appendix B / Levels of Physical Fitness

The current physical agility standards include a ½ mile shuttle run. This letter of understanding changes the ½ mile shuttle run to a one-mile course run. All other physical agility standards remain the same. Below are the times and corresponding age/ achievement levels for the 1-mile course run:

MALES			
Age	Bronze	Silver	Gold
18-29	8:45	7:53	7:26
30-39	9:12	8:17	7:49
40+	9:42	8:44	8:15

FEMALES			
Age	Bronze	Silver	Gold
18-29	10:37	9:33	9:01
30-39	11:11	10:04	9:30
40+	12:17	11:03	10:26

The parties agree to re-visit the 1-mile course run time standards prior to the expiration of the current contracts if concerns regarding the run times arise from either party. All other terms outlined in the POLC Command and Patrol contracts termed July 1, 2022 to June 30, 2025 are unchanged.


POLC Command


POLC Command


POLC Patrol


POLC Patrol


City of Grand Haven
Jeff Hawke, Director of Public Safety


City of Grand Haven
Ashley Latsch, City Manager

