

AGREEMENT

between

THE CITY OF PORTAGE

and

THE PORTAGE POLICE OFFICERS ASSOCIATION,
A UNIT OF THE FRATERNAL ORDER OF POLICE, KALAMAZOO LODGE #98

July 1, 2019 to June 30, 2022

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AGREEMENT

THIS AGREEMENT entered into thisday of April, 2018 by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer" and the PORTAGE POLICE OFFICERS ASSOCIATION, a unit of the Fraternal Order of Police, Kalamazoo Lodge #98, hereinafter referred to as the "Association".

WITNESSETH:

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

ARTICLE I

RECOGNITION

1.1 Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Portage Police Officers Association, as the sole and exclusive bargaining representative for all of its police patrol officers, detectives, radio operators and police service technicians, excluding command officers and all other employees employed by the Portage Police Department.

1.2 Non-Discrimination. The Employer and the Association agree that neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, marital status, political belief, religion, national origin, veteran status, height, weight or protected disability, nor shall the Employer or its agents, nor the Association, its agents or members, discriminate against any employee because of his membership or non-membership in the Association.

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

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

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

1.5 Employer Domination or Assistance. The Employer will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement.

1.6 Gender Clause. In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II

ASSOCIATION SECURITY AND DUES CHECK-OFF

2.1 Union Membership. All members of the bargaining unit, may at their option, become or remain members of the Association.

2.2 Checkoff. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay each pay period, the appropriate amount of the monthly Association dues, initiation fees, or service fees as designated by the Association and shall promptly remit any and all amounts so deducted to the Association.

2.3 Indemnification. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or any other form of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

3.2 FIRST STEP. An employee's grievance shall be submitted in writing to his immediate supervisor. All grievances shall state the facts upon which they are based, when they occurred, specifying the Article and Section of the contract allegedly violated, shall be signed by the employee who is filing the grievance and shall be submitted to the employee's immediate supervisor within five (5) working days after the occurrence of the event upon which said

grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The employee's immediate supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance.

3.3 SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his Association grievance chairman or his designated representative shall notify the Employer in writing within ten (10) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Director of Public Safety – Police/Fire Chief and/or someone designated by him shall meet with the grievant and Association representative within five (5) working days after receipt of the request to consider the grievance. The Director of Public Safety – Police/Fire Chief or his designated representative shall give a written answer to the aggrieved employee and his Association representative within ten (10) working days after the date of this meeting.

3.4 THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and his Association representative shall notify the Employer in writing within ten (10) working days after receipt of the Second Step answer of the desire to appeal the grievance. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representative, the grievant and the Association representative within fifteen (15) working days after receipt by the Employer of the notice of desire to appeal the grievance. A written answer shall be given by the Employer or its representative to the aggrieved employee and the Association representative within fifteen (15) working days after the Third Step meeting.

3.5 Arbitration. If the grievance has not been settled in the Third Step, the Association or the Employer may submit the matter to arbitration provided such submission is made within twenty (20) working days after receipt of the Third Step answer.

(a) All matters submitted to arbitration shall be submitted to a panel provided by the Michigan Employment Relations Commission in accordance with its Voluntary Rules and Regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The parties further agree that any claim for money or benefits arising under a retirement claim or dispute, shall only be decided by a certified actuary, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Association. If a fee is charged following an adjournment by either party, the adjournment fee shall be paid by the party that cancels the scheduled arbitration date.

3.6 Class Action. A grievance may be filed on behalf of the entire membership, when the facts show that it affects a majority of the bargaining unit, by the chairman of the Association's grievance committee and shall be processed starting with the Second Step of the grievance procedure.

3.7 Third Step Meetings. Meetings provided for in the Third Step of the grievance procedure shall start not later than 3:00 p.m. on the day for which they are scheduled. The Association's committee shall not exceed a total of two (2) in number.

3.8 Grievance Committee. The Employer shall be promptly informed in writing as to the names of five (5) bargaining unit members who have been designated as the Association's grievance representatives. The Employer shall be promptly informed in writing of any changes therein.

3.9 Work Days. Wherever the words "working days" are used in this Agreement, they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

3.10 Association Time Off. An Association representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances and arbitrations as provided for in this grievance procedure. However, the Association representative shall first obtain permission from the on-duty team leader prior to leaving his duty station to investigate and/or process grievances and arbitrations recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the on-duty team leader shall not reasonably deny the Association representative the necessary time off.

(a) Officers and members covered by this Agreement who have been elected or appointed by the Association shall be compensated at their regular rate for time lost from work during their regular working hours while on official Association business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed two (2) employees).

3.11 Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual agreement which shall be confirmed in writing. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Association may process the grievance to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer. If the City fails to answer a grievance within the time limits at any step of the grievance procedure, that failure constitutes a denial of the grievance on the due date of the answer.

ARTICLE IV

DEPARTMENTAL INVESTIGATIONS

4.1 Procedure. In the event a complaint or a policy violation allegation is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

(a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters. Employees will be permitted to have a Union representative with them in the room during any interview concerning allegations of misconduct or policy violation by the employee. The employee's representative shall not interfere or impede an investigation but will be allowed to ask confirming and clarifying questions and provide additional information that

may assist in the investigation. When possible the union shall provide such information in advance of the questioning.

(b) The member of the department being investigated shall be informed in writing of the nature of the investigation before any interrogation commences, the employee shall be informed in writing whether any possible criminal charges or disciplinary action might result from the investigation and the complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the internal investigation. Any internal investigation of a complaint about an employee's conduct, the employee must answer questions as directed by the investigating supervisor, and such questions must be narrowly, specifically and directly related to the issue being investigated.

(c) If an employee is placed under arrest or is a suspect or target of a criminal investigation, any related internal department misconduct or policy violation investigation will not occur until after the completion of the criminal investigation. In the event of a criminal investigation, all time limits related to departmental investigations and discipline found in this agreement are suspended until the completion of the prosecutorial decision on criminal charges. Any subsequent or related internal investigation questioning shall be compelled and Garrity protection will apply.

(d) Where notification of the employee would not jeopardize the investigation, the complaint will be brought to his attention through written notification within fifteen (15) days of the complaint form or Policy Review form being completed. No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record (although the disciplinary action may still be taken), unless the above provision is complied with.

(e) Complaints shall be investigated in a timely manner without unreasonable delay. Investigations will normally be completed within seventy (70) working days of the date the complaint or policy review form is completed.

(f) Within seven (7) calendar days of the completion of the investigation, the employee will be informed whether a Loudermill hearing will be necessary and a date for that hearing will be set. The Union will be given a copy of the complete investigation prior to the Loudermill hearing upon request. After the union receives the complete set of investigation materials, the union and Director of Public Safety will set a pre-Loudermill case conference to discuss possible resolution. Within ten working days after the Loudermill hearing is completed the employee will be notified of the results and be notified of the discipline, if the charge is sustained.

(g) Time limits at any step of the procedure may be extended only by mutual agreement which shall be confirmed in writing. Neither party will unreasonably withhold consent to such an agreement.

(h) In the event that there is a related criminal charge being investigated, or expected to be investigated, in conjunction with the complaint or policy violation, the internal investigation may be postponed until the criminal charge is concluded. Any subsequent or related internal investigation questioning shall be compelled and Garrity protection will apply. Any criminal investigations will be conducted by an external law enforcement agency whenever possible.

No record of any department investigation made as a result of a complaint will be placed in an employee's personnel record unless the complaint is determined to be sustained.

(i) If the investigation report contains any reference to prior discipline, only previous discipline that has been issued within the previous two years and/or is related to or similar in nature to the ongoing investigation will be included on the internal investigation report.

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

ARTICLE V

DISCHARGE AND SUSPENSION

5.1 Discharge or Suspension. In the event an employee under the jurisdiction of the Association shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, he shall be allowed to discuss his suspension with his Association representative before being required to leave the Police Station. Such suspension or discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Human Resources Department Office under Step Three of the grievance procedure within five (5) working days after such discharge or after the start of such suspension.

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

ARTICLE VI

SENIORITY

6.1 Seniority. Bargaining Unit seniority shall be defined as an employee's length of continuous service in a position within the bargaining unit since his/her last hiring date, except as provided in section 6.5. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been justifiably discharged. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include only that time spent in the classification as a permanent employee, since his/her last hiring date with the City. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs except as hereinafter provided. In all references to seniority in this Agreement it is recognized that separate and distinct lines of seniority apply to the classification of sworn Police Officers and civilian employees.

6.2 Probationary Employees. All employees shall be probationary employees during their first twelve (12) months of employment since their last hiring date, or since the date they were sworn into the department, whichever is later. The purpose of the probationary period is to provide an opportunity for the Employer to determine to its own satisfaction, whether an employee has the ability and other attributes which will qualify him for regular employee status. At the discretion of the Director of Public Safety, the probationary period can be extended up to three (3) months if, in the Director's opinion, the additional time may enable the officer to successfully complete the probationary period. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service and without recourse to the grievance procedure.

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

6.3 Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. Employees hired on or promoted after July 1, 1985 on the same date shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

6.4 Seniority Termination. An employee's seniority shall terminate:

(a) If he quits, retires, or is justifiably discharged.

(b) If following a layoff he fails or refuses to notify the Employer of his intention to return to work within seven (7) calendar days after written notice by certified mail of such recall is sent to his last address on record with the Employer, unless the Director of Public Safety – Police/Fire Chief or his designated representative is informed in writing by the employee that he will be on vacation and will not be able to be reached at a specific location, in which event he shall not be subject to recall until he has notified the Director of Public Safety – Police/Fire Chief or his designated representative of an address where he can be reached (during such time employees with less seniority may be recalled to work pursuant to Section 6 of this Article, subject to the bumping rights of the vacationing employee) or, having notified the Employer of his intent to return and fails to do so within fourteen (14) calendar days after such notice is sent.

(c) If he is absent for two (2) regularly scheduled working days without notifying his Command Officer or the Director of Human Resources prior to or within such two (2) day period of a justifiable reason for such absence, unless it was impossible for such notice to be given.

(d) If he accepts employment elsewhere while on a leave of absence, unless he has the prior written approval for such employment from the Director of Public Safety – Police/Fire Chief, or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave; or at the expiration of a medical leave of absence that consists of a period of two (2) consecutive years.

(e) When he has been laid off for a continuous period of time in excess of twelve (12) consecutive months.

6.5 Return to Bargaining Unit. If an employee is promoted to a position under the Employer, not included in the bargaining unit and during the probationary period is returned to the bargaining unit for any reason, the employee will return to the job classification from which promoted and have the time spent in the promoted position credited to him/her for purposes of bargaining unit and classification seniority. If an employee returns to the bargaining unit as a result of a lay-off from the PPCOA, the employee will return to the job classification held at the time of promotion with the seniority in place at the time the employee was promoted from the bargaining unit. If the employee returns to the bargaining unit for any other reason after the probationary period is completed the employee shall return to the police officer job classification with the bargaining unit and classification seniority he had at the time he was promoted.

6.6 Layoff. When it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the employee or employees with the least amount of classification seniority shall be the first ones removed therefrom. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 6.1 of this Article, in any lower-rated bargaining unit classification in which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. An employee who is laid off or bumped from a classification will be recalled to that position if an opening occurs within two (2) years of the layoff or bump, provided the employee has performed at a satisfactory level since the time he/she was laid off or bumped from the classification.

ARTICLE VII

LEAVE OF ABSENCE

7.1 Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee, provided, in the judgment of the Employer, such employee can be spared from his work. Beginning July 1, 1982, each employee will receive eight (8) hours paid personal business leave each year which will be scheduled at the employee's request subject to the approval of the Director of Public Safety– Police/Fire Chief.

7.2 Medical Leave of Absence. An employee on a medically related absence shall be placed on a medical leave of absence. To extend his or her full employment status, with benefits, the employee must first utilize accumulated sick leave, vacation days, and holiday leave days. In the event an employee (who has exhausted the foregoing, and who, because of any medical condition remains physically unable to report for work) wishes to extend his or her employment seniority, his/her medical leave of absence will be extended at his/her request without pay or benefits and without loss of seniority, provided he promptly notifies the Employer of the necessity therefor, and provided further, that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. All medical leaves shall expire no later than one (1) year after the first day of a non-work medically related absence and two (2) years after the first day of a work related absence. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. While on approved medical leave of absence, the employee shall be allowed to keep his/her gun, badge, and I.D. cards. Association members will be subject to the terms outlined in the City's Family and Medical Leave Policy.

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

7.4 Association Leave. Officers elected or appointed to the Association's Executive Board or the Pension Board, providing authorization has been obtained from the Executive Board and furnished in writing to the Director of Public Safety – Police/Fire Chief, shall be allowed up to a combined total of one hundred thirty-two (132) hours for the purpose of attending to Association business and conventions without loss of pay or benefits provided: (1) the granting of such leave would not result in a shortage of sufficient officers and result in the required payment of replacement overtime as determined by the Director of Public Safety – Police/Fire Chief or his designee.

7.5 Military Reserve. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leave of absence for such purposes must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present

evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for a period of two (2) weeks (eighty (80) regularly scheduled working hours) in any one (1) calendar year.

7.6 Funeral Leave. Bargaining unit employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding twenty-four (24) hours, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, employee's grandparents, children, grandchildren, brother, sisters, brother-in-law, sister-in-law, grandparents-in law and children for whom the employee has Full Legal Guardianship (not to include temporary or limited Guardianship) and has provided the documentation of this Guardianship to the Department of Human Resources prior to the leave; and, to be eligible for such pay the employee must attend the funeral. An additional sixteen (16) hours shall be allowed for the death of the employee's current spouse, parents, children, stepchildren and grandchildren.

7.7 Jury Duty. The Employer agrees that when a bargaining unit employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section.

7.8 Application for Leave of Absence. With the exception of an unplanned medical leave of absence, leaves of absence referred to in this Article must be applied for prior to taking such leave by the employee and approved by his supervisor in order to preserve the employee's job rights during such leave. All requests for leaves of absence pursuant to Section 7.6 above described must be confirmed by the employee in writing within five (5) working days after the employee's return.

7.9 Firearms Return. Employees who pursuant to law are not permitted to carry a gun or who are found to be mentally or psychologically unfit as determined under Section 10.1 of this Agreement, will immediately return their City issued gun to the City.

ARTICLE VIII

SICK LEAVE

8.1 Accumulation. Full-time bargaining unit employees, starting with their second (2nd) month of continuous employment by the Employer shall accumulate paid sick leave credits on the basis of eight (8) hours per month. Part-time employees starting with the second

(2nd) month of continuous employment by the Employer shall accumulate paid sick leave credit on the pro-rated basis set forth in an October 20, 2011 arbitration award involving the parties.

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

8.3 Eligibility for Sick Days. Qualified employees shall be eligible for paid sick leave (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-duty illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs (this does not apply to time missed due to the treatment of substance abuse), or was not attributable to causes occurring while performing work for which he is paid by someone other than the Employer.

(b) When an employee's absence from work is necessitated because of an illness or injury arising out of or in the course of his employment by the Employer and which is compensable under the Michigan Workers' Compensation Act, the Employer will pay such employee the net difference (taking into account the fact that Worker's Compensation payments are not subject to federal income or social security tax or state income tax) between what the employee receives in compensation under such Act and what he would have received for the time necessarily lost from his regularly scheduled duty days due to such illness or injury for a period of not to exceed twenty-six (26) weeks in any twelve (12) consecutive months. When an employee is no longer eligible for the payment from the Employer above referred to, thereafter he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the duty days on which such necessary absence occurred on his regularly scheduled hours.

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

(d) In the event an employee is temporarily disabled to the extent that he is unable to perform all of the duties and functions normally required of him, the Director of Public Safety – Police/Fire Chief, in his judgment, may approve his returning to work on a limited duty basis. It is understood and agreed that the Director of Public Safety – Police/Fire Chief has the sole and complete discretion to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

(e) An employee may use up to sixty-four (64) hours of sick leave in any twelve (12) consecutive month period for the critical illness or injury of an immediate family member (current spouse, parent, child, step-child or child for whom the employee has Full Legal Guardianship (not to include temporary or limited Guardianship) and has provided the documentation of this Guardianship to the Department of Human Resources prior to the leave) during hospitalization, hospice care treatment or necessary home health care following hospitalization, (where the need for the home health care is documented by a physician). Sick leave shall not apply to dependent illnesses or injuries such as mumps, chicken pox, influenza, hepatitis, mononucleosis, broken bones (unless critical illness results), dental care, or any related illness or injury which does not require immediate emergency hospitalization, nor shall it apply to outpatient visits to doctor's offices or clinics for diagnosis or treatment not requiring hospitalization. Part-time employees may use up to thirty-two (32) hours of sick leave in any twelve (12) month period as defined above.

8.4 Accumulation. Whenever sick or emergency leave payments are made under this Article the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. The maximum total accumulation for employees who are hired prior to December 11, 2012 shall not exceed 1,400 hours and the maximum total accumulation for employees hired on or after December 11, 2012 shall not exceed 1,000 hours.

8.5 Sick Bank Payoff. Employees who have been continuously employed by the Employer for fifteen (15) years from their date of hire shall be paid for fifty percent (50%) of the employee's unused accumulated sick bank (with 700 hours as the total maximum of such payoff for employees hired prior to December 11, 2012 and 500 hours being the total maximum payout for employees hired on or after December 11, 2012) at the employee's current base rate on the date of separation from employment.

In the event of death while an employee of the Employer, the employee's beneficiary, as designated by the employee on a beneficiary form supplied by the City, shall be paid for fifty percent (50%) of the employee's unused accumulated sick leave bank (with 700 hours as the total maximum of such payoff for employees hired prior to December 11, 2012 and 500 hours as the total maximum of such payoff for employees hired on or after December 11, 2012) at the employee's current base rate at the time of death.

ARTICLE IX
INSURANCE

9.1 Life Insurance. The Employer agrees to pay the monthly premium for group double indemnity life insurance coverage under the Employer's present plan for full-time employees as follows:

Police Officers and Detectives: \$30,000

Radio Operators and PSTs: \$20,000

Employees may purchase, at their own expense and at the City's group rate, additional life insurance coverage in the amounts set forth above. The Employer also agrees to provide \$1,000,000 false arrest and general liability insurance for each bargaining unit employee while on duty.

9.2 Health Insurance. Effective February 1, 2017 the Employer agrees to provide one health insurance plan, BCN-500. Coverage levels under the BCN-500 plan are: Physician office calls - \$20 co-pay; Consulting Specialist office call - \$30 co-pay; UX/ER \$35/\$150 after deductible; Deductible - \$500/\$1000; Rx - \$6/\$25/\$50/\$80/20%, subject to unilateral changes made by the carrier. An insurance committee will meet annually by July 15th to discuss health insurance options, issues and concerns. The insurance committee will include a representative from the Union and City representatives. The vision rider is Blue Vision 12/12/12. For coverage under the health insurance plan, effective February 1, 2017, the employer will pay a maximum amount up to the annual premium caps of \$6,344.80 for single, \$13,268.93 for two-person and \$17,304.02 for family coverage. Effective February 1, 2020, the employer will pay a maximum amount up to the annual premium caps of \$6,818.87 for single, \$14,260.37 for two-person and \$18,596.96 for family coverage. Effective February 1, 2021 the applicable caps will be adjusted based upon the medical care component of the US consumer price index for the most recent 12-month period available prior to October 1, 2020. Effective February 1, 2022 the applicable caps will be adjusted based upon the medical care component of the U.S. Consumer Price Index for the most recent 12-month period available prior to October 1, 2021. Employees will pay their share of the premium through payroll deduction. The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan.

Any employee who can provide evidence of coverage and elects to opt out of the City insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the City for single, double, or family, whichever is applied to the employee. Payment shall be made through the regular payroll system.

The City will provide an optional medical flexible spending plan.

9.3 Dental Insurance. The Employer agrees to provide Delta Dental group insurance, limited as follows: one hundred percent (100%) of treatment costs paid by Delta Dental on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars (\$1,000.00) per person total per contract year on Class I, Class II and

Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars (\$1,000.00) per eligible person.

The Employer can provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan. Before deciding to switch the insurance carrier, the City will present its reasons and supporting data to the Union for the Union's review and comment.

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

9.5 Retiree Health Insurance. Effective July 1, 1989, the City shall add retiree health insurance to its health insurance coverage provided to bargaining unit members. The Employer shall maintain the retiree's health insurance feature as a part of its insurance coverage.

Eligible retirees and their eligible spouses may participate in the retiree insurance plan consisting of the same Blue Care Network plan or other health insurance plan offered to regular (active) employees (when non-Medicare eligible) or the BCN Medicare Advantage Plan Mid-Option (when Medicare eligible). Retirees and spouses must maintain Medicare Parts A & B to be eligible for coverage in the BCN Medicare Advantage Plan. An additional eligibility criterion of Blue Care Network is that the retiree must be enrolled in a Blue Care Network City of Portage (PPOA) group plan for the spouse to be eligible to be enrolled in either of the Blue Care Network retiree health plans (not including coverage under COBRA). To be covered by the City health insurance plan, the retired employee desiring health insurance coverage shall obtain same by enrolling in and paying the required premium by the due date stated on the invoice to the Employer through payments from the PPOA Union and/or the retiree. Eligible retirees shall have open entry to the retiree health insurance plans, subject to the policy of the carrier. If BCN eliminates the BCN Medicare Advantage Plan (Mid-Option), it will be the responsibility of the Association to seek out and propose a replacement plan to the Employer within ninety (90) days of BCN's notice of elimination. If the Association fails to do this, the Employer will no longer be obligated to carry coverage for Medicare-eligible retirees and spouses.

The City shall have no obligation to pay any health insurance premium for a retired employee. The Employer shall make payments to the Association's retiree health insurance fund as follows:

July 1, 2019	\$231,000
July 1, 2020	\$246,000
July 1, 2021	\$261,000

July 1, 2022

\$261,000

It shall be the Association's exclusive responsibility to administer this fund, to determine the amount of benefit payments each retiree is eligible for and the rules of said eligibility and in all manner to regulate and control this fund. This fund shall be administered in accordance with all applicable laws and regulations. The Employer shall have no responsibility for the administration of this fund or to pay health insurance premiums for retirees. The Association shall promptly notify the Department of Human Resources of any changes to where the contributions and payroll deductions described in this section are to be mailed.

9.6 Cafeteria Plan. If the City establishes a cafeteria-style insurance plan in the future for non- Union employees, the City will allow bargaining unit members to participate in such a plan on the same basis, but at the same Employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect a plan.

ARTICLE X

BASIC REQUIREMENTS

10.1 Physical Fitness. The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in a reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a doctor of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. Physical examinations will be performed by a medical doctor, while mental examinations will be performed by a Psychiatrist or Psychologist in accordance with IACP standards. If the employee disagrees with such findings, then the employee, at his own expense, may obtain a physical or mental examination from a doctor, Psychiatrist or Psychologist, as described above, of his choice. Should there be a conflict in the findings of the two examinations, then a third examination will be given by a doctor, psychiatrist or psychologist, as described above, mutually satisfactory to the Employer and the Association. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Association.

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

(b) Health Management Program. Employees must undergo an annual physical examination, during each contract year, July 1st through June 30th. Annual physical exams are the responsibility of the employee and will be given by the employee's primary care physician's office or a medical provider designated by the primary care physician. Employees on a City-provided health insurance plan will not pay an amount in excess of the co-pay amount paid by an employee for the office visit of the annual physical (not including testing and other follow-up costs). Employees who have opted out of City health insurance coverage will bear the full cost of the annual physical. The employee will furnish to the Department of Human Resources a statement from the

medical provider certifying that the physical examination was given within seven calendar days following the end of the contract year. The statement will be attached to an e-mail and submitted to the Department of Human Resources using the following e-mail address: hmpsubmission@portagemi.gov. Employees who have successfully completed the HMP physical examination requirement during the previous contract year will receive a \$100 HMP award payable on the second full payroll of July.

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

10.2 Licensing Requirements. Any employee who fails to meet any license requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for his job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirement is not met.

ARTICLE XI

OVERTIME

11.1 Overtime. Time and one-half an employee's regular hourly rate of pay shall be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours in any work week, except as described below.

The above provision pertaining to the payment of overtime for all approved time necessarily spent on the job in excess of eight (8) hours per day is voluntarily waived, with the continued approval of the parties, for the purpose of allowing the scheduling of ten (10) and/or twelve (12) hour work days. Said provision shall continue to apply to hours worked in excess of forty (40) hours per work week or eighty (80) hours in a two week pay period (12-hour shift schedule). This sub-section is subject to full or partial revocation by either party with thirty (30) days' notice.

Bargaining unit employees may elect to receive compensatory time off, at the appropriate overtime rate, in lieu of receiving payment for overtime hours. Employees shall be allowed to accumulate up to a maximum of eighty (80) compensatory hours and utilize compensatory time under the following guidelines:

- i. Compensatory Time Off, when elected, will be reported on the weekly time card. For each hour of overtime worked, an employee can elect to bank one and one half hours of compensatory time off. Records of employee accrued time will be maintained in the Police Department.

- ii. Compensatory Time Off, when elected, can be requested and scheduled consistent with the departmental procedure for vacation/holiday and the labor agreement.
- iii. Total accrued balances of Compensatory Time Off (not to exceed 80 hours) will be paid at the straight time rate of pay in the following circumstances:
 - a. Termination or resignation.
 - b. Retirement.
 - c. To the beneficiary, designated by the employee on the beneficiary form furnished by the City, in the event of death.
 - d. Upon written request to the Director of Public Safety – Police/Fire Chief, and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.

Police Officer and Detective: If an employee must actually work more than six (6) scheduled consecutive full days (i.e., not including holiday leave or vacation time) in any two (2) consecutive work weeks, and time worked on those six (6) days exceeds forty (40) hours, then time and one-half shall be paid beginning with the seventh consecutive day worked, and ending with the last such consecutive day worked (subject to payment of further overtime in the second consecutive work week if forty (40) hours are exceeded in that second week). If an employee on a 12-hour shift schedule works more than four (4) scheduled consecutive twelve (12) hour work days in any two (2) consecutive weeks and time on those days exceeds forty (40) hours, then time and one half shall be paid beginning with the fifth (5th) consecutive work day.

(a) When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than two (2) hours of straight time pay for the work so performed, which shall count towards the eight (8) or twelve (12) hours per day or forty (40) hours per week/eighty (80) hours per pay period requirement for overtime pay. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Officers' scheduled working hours shall not be changed to avoid the payment of overtime.

(b) The time and one-half provisions set forth above shall apply to time spent as a witness in court.

(c) When it is necessary for an employee to serve as an officer witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked eight (8) hours per day or forty (40) or more hours during that work week or eighty (80) hours per pay period. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used.

(d) The Employer agrees to conform to the requirements of the law with respect to approved in-service training time scheduled at a time other than during an employee's regular tour of duty and with respect to travel time to or from the designated location for said training, either after regularly scheduled duty hours or on days that he is not scheduled for duty. The

eight (8) hour per day overtime provision specified in Section 11.1 shall not apply to such in-service training or travel.

(e) Scheduled overtime shall be posted and bargaining unit employees shall be allowed to sign up for scheduled overtime. If more employees sign up for a given overtime opportunity than are needed, the employee(s) with the most classification seniority available for the entire shift shall be given the overtime. Unscheduled overtime to fill in for absences shall normally be filled by offering on a classification seniority basis, 1/2 of the shift to officers on duty and 1/2 of the shift to the officers scheduled to work on the shift immediately following. Regarding 12-hour shifts, if unscheduled overtime is available, a list of employees wishing to be voluntarily called in on their off time will be established. The unscheduled voluntary overtime list will be on seniority basis. When an officer is at the top of the list, the supervisor will determine if they are able to work the available shift. The employee will be eligible if they are on their day off and will have been off work for at least eight (8) hours and will have at least 8 hours off after the completion of the overtime shift. A partial shift of six (6) hours will be offered if an employee is eligible and have eight (8) hours off before and after the overtime shift. If an employee lower in seniority accepts the full twelve (12) hour shift, they will bump the higher seniority officer from the overtime unless the higher seniority officer accepts the whole twelve (12) hour shift. If an officer is eligible, the supervisor will call to see if they accept or decline the overtime. If they decline, there is no answer, or they do not accept the entire twelve (12) hour shift, the supervisor will move down the list until the entire shift is filled.

(f) An employee may volunteer to work available overtime going into or coming off of a previously scheduled vacation or scheduled day off. However, subject to the below criteria, employees will not be forced to work any overtime going into or coming off of a previously scheduled vacation or their scheduled days off. In the event of a staffing situation leading to forced overtime, the overtime assignment procedure will be from low shift seniority to high shift seniority. If a scheduled vacation or day off is identified, then the Employer must go to the next highest employee in seniority to fill the overtime. If the above procedure fails to produce an employee to cover the overtime, then the least senior employee going into or coming back from scheduled days off on that shift will be assigned the overtime. If there is still no employee produced to work the overtime, then the least senior employee going into or coming back from a vacation will be assigned the overtime. This procedure does not apply to a situation in which the overtime work is necessitated by a late call for service, in which case the Employer may assign the overtime work to any employee in the applicable classification and shift.

Police Service Technicians: If an employee must actually work more than six (6) scheduled consecutive full days (i.e., not including holiday leave or vacation time) in any two (2) consecutive work weeks, and time worked on those six (6) days exceeds forty (40) hours, then time and one-half shall be paid beginning with the seventh consecutive day worked, and ending with the last such consecutive day worked (subject to payment of further overtime in the second consecutive work week if forty (40) hours are exceeded in that second week). Scheduled overtime shall be posted and employees shall be allowed to sign up for said overtime. If more employees sign up for a given overtime opportunity than are needed, the employee(s) with the most classification seniority available for the entire period shall be given the overtime. If an insufficient number of employees sign the posting, the Employer may assign the overtime in inverse order of seniority to qualified employees.

Non-scheduled absences shall be offered first to part-time employees on a non-overtime basis subject to Section 24.1 (n) of this agreement if overtime is required, it will be offered to employees on the basis of classification seniority who are on the overtime opportunity list, first to those available for the entire period, then to those available for a portion of the period. If overtime still exists, overtime will be assigned on an inverse classification seniority basis to the shift immediately preceding the shift where the overtime exists on a hold-over basis, up to four (4) hours; then on a call-in basis from the next succeeding shift, up to four (4) hours. Regarding 12-hour shifts, officers can be required to work over or come in early up to four (4) additional hours on their regularly scheduled 12 hour shift to temporarily fill a vacancy. Officers will be required to work no more than sixteen (16) hours in a day, with eight (8) hours off between shifts.

Employees would be ineligible for the overtime opportunities offered in the above two paragraphs if working such overtime would result in less than eight (8) hours between shifts, if it would cause the employee to work over twelve (12) hours continuously, or if it would result in excessive overtime to any employee.

When it is necessary for an employee to serve as a witness in a court proceeding related to the performance of the employee's job duties at a time other than his/her regular duty day, such employee shall be paid by the Employer for all such time spent in court on an overtime basis, provided he or she worked eight (8) hours per day or forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. The "anti-pyramiding" language provided in this article applies to any overtime payments under this section.

11.2 Pyramiding. Whenever hours worked or paid leave hours such as holiday leave hours, vacation hours, or sick leave hours are reported for the purpose of calculating overtime for pay purposes, no hours worked or reported shall be pyramided, compounded, or counted twice for the same hours worked or reported for any reason.

11.3 Daylight Savings Time. Employees will be paid for actual time worked during time from Eastern Standard time to Daylight Savings time and vice versa.

ARTICLE XII

HOLIDAYS

12.1 Holiday Defined. Time and one-half (1-1/2) an employee's regular hourly rate will be paid for all time actually worked on the following holidays:

January 1	Veteran's Day (November 11)
President's Day	Thanksgiving Day (Legal holiday)
Good Friday	Day after Thanksgiving Day
Memorial Day	Latter one-half of December 24
July 4	December 25
Labor Day	Latter one-half of December 31

12.2 Holidays - Police Officers and Detectives. Inasmuch as employees are required to work on holidays, in order to alleviate schedule problems, it is agreed that Police Officers and Detectives shall receive eighty-eight (88) hours in lieu of the ten and one-half (10-1/2) holidays scheduled for other employees of the City. The eighty-eight (88) annual leave hours shall be scheduled at a time mutually convenient to the employee and the Employer. No employees shall be allowed to carry more than forty (40) holiday leave hours into their next succeeding anniversary year of employment except in cases of extraordinary circumstances.

12.3 Holidays - Radio Operators. In the event an employee is required to work on a holiday, he/she shall have the option of taking the pay for hours worked on a holiday, or they may notify the Employer on or before the end of the payroll period in which the holiday falls that they desire to accumulate up to eight (8) hours for holiday leave time; such holiday leave time may be taken thereafter at any time; provided, however, that no more than 40 hours of holiday leave time may be carried at any one time. The Director of Public Safety – Police/Fire Chief shall determine the number of employees who can be excused for holiday leave at any one time. It is the intent to encourage those employees who must work on a holiday to take holiday pay; to this end it is recognized that any combination of pay for holidays shall not exceed two and one-half times the employee's rate of pay while any combination of leave day accrual and pay for the holiday worked shall not exceed two (2) times an employee's rate of pay. Part time Radio Operators will receive prorated holiday pay, based on hours worked. To qualify for holiday pay, employees must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday unless on a scheduled vacation, absent due to illness or injury for which they have been off work within seven (7) days prior to the holiday, or absence is due to a death in the immediate family which occurred within three (3) days preceding the holiday.

12.4 Holidays - Police Service Technicians. If any of the defined holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. If any of the defined holidays occur on a Sunday, the following Monday shall be recognized as the holiday. To qualify for holiday pay, employees must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday unless on a scheduled vacation, absent due to illness or injury for which they have been off work within seven (7) days prior to the holiday, or absence is due to a death in the immediate family which occurred within three (3) days preceding the holiday. Police Service Technicians shall be entitled to December 24th or December 31st when they occur on a Monday through Friday, as a recognized holiday subject to the following conditions.

(a) When December 24th and December 31st occur on a Monday through Friday, it may be necessary that the Police Department remain open. In the event the Employer does not close the Police Department on December 24th and December 31st, approximately one-half of the bargaining unit employees will be required to be at work on each of such days.

(b) Employees shall be required to notify their immediate supervisor as to which one (1) of the two (2) days they wish to elect for a holiday on or before December 15 of each year.

(c) Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the day of their choice, unless doing so would result in inadequate personnel being present on each of such days. If this

should occur, employees with the most classification seniority shall have preference for the day of their choice.

ARTICLE XIII

VACATIONS

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

(a) When an employee completes six (6) months of continuous service with the employer from his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer. Employees are permitted to submit vacation requests by February 1st and August 1st of each year for the period following the first Sunday in March and the first Sunday in September. Vacation requests will be acted upon by February 16 and August 16 as appropriate. Vacation requests submitted for these six-month intervals will be approved for each shift based on classification seniority. Vacation requests submitted after February 1 or August 1 will be addressed on a first come first serve basis. Vacation requests from employees working in the Radio Operator classification for a full week of vacation time off shall take precedence over vacation requests of one or two days regardless of seniority.

(b) The Director of Public Safety – Police/Fire Chief or his designee shall determine the number of employees who can be excused for vacation at any one time.

(c) Following successful completion of six (6) months of employment, such employee shall be credited monthly with the fractional equivalent of vacation at the rate of one-hundred-four (104) hours per year.

(d) Employees who, as of the anniversary of their last hiring date, have completed five (5) years of continuous employment with the Employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

(e) Employees who, as of the anniversary of their last hiring date, have completed ten (10) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred forty-four (144) hours per year.

(f) Employees who, as of the anniversary of their last hiring date, have completed fourteen (14) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

(g) Employees who, as of the anniversary of their last hiring date, have completed twenty (20) years of continuous employment with the Employer shall begin to be credited with the fractional equivalent of vacation at the rate of one hundred seventy-two (172) hours per year.

13.2 Vacation Pay at Termination. If an employee, who is otherwise eligible for vacation with pay, quits, retires, or is discharged from employment, such employee shall be paid for all unused vacation time credited as of his termination date. For an employee who dies after completing six (6) months of employment, his beneficiary, as designated by the employee on the beneficiary form furnished by the City, shall be paid for all unused vacation time accrued.

13.3 Vacation Accrual. Vacation time may be accumulative to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and their department head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the Employer.

13.4. Part Time Employees. Part-time employees shall receive one-half (1/2) the vacation accrual received by full-time employees when working up to twenty-eight (28) hours per week. When an excess of 28 hours are worked in a work week the accrual will be pro-rated by dividing the number of hours worked in that work week by 40.

ARTICLE XIV

LONGEVITY

14.1 Longevity Entitlement. Effective July 1, 2010 all regular, full-time employees shall receive longevity pay based on bargaining unit seniority in accordance with the following schedule:

	<u>Sworn Employees</u>	<u>Non Sworn Employees</u>
Upon completion of 5 years	\$1200	\$900
Upon completion of 10 years	\$2000	\$1400
Upon completion of 15 years	\$2500	\$1700
Upon completion of 20 years	\$3000	\$2100

14.2 Longevity Date of Payment. The above referenced longevity payment shall be made the first pay period after the employee's anniversary date.

14.3 Longevity Payment Upon Death. In the event that an employee dies, his beneficiary, as designated by the employee on the beneficiary form furnished by the City, shall receive a pro rata amount of the current year's longevity pay due.

14.4 Longevity Payment Upon Separation. In the event an employee separates from service with the Employer, the employee shall receive a pro rata amount of the current year's longevity pay due.

ARTICLE XV

COLLEGE INCENTIVE

15.1 Credit Definition. All regular, full-time employees hired before March 1, 2017 covered by this contract shall receive, in addition to any other payments hereunder, the sum of Fifty Dollars (\$50.00) per year for each twelve (12) college credit hours earned by such employee, subject to the following conditions:

(a) Such credit hours must be job related and/or part of a job related degree program as determined by the Director of Public Safety – Police/Fire Chief.

- (b) All credit must be obtained from a duly accredited college and/or university.
- (c) Payments shall be accumulated in units of twelve (12) credit hours; fractions of units (that is, less than twelve (12) credit hours) shall not be considered for payment.
- (d) Notwithstanding the number of credit hours accumulated, no payment under this Article shall exceed Six Hundred Fifty Dollars (\$650.00) per year.
- (e) Credit hours shall not be credited under this Article for any class or classes which the employee received a grade below a "C", regardless of whether or not the college and/or university gives credit for lower grades.
- (f) Credit hours as referred to herein shall mean a semester (or credit) hours; quarter (or term) hours shall be credited at a ratio of 3/2 (that is, three quarter hours = two semester hours); any credits received from a college on a "unit" system shall be transposed into semester (or credit) hours on the basis of a ratio clearly stated on the transcript from such college and/or university.
- (g) College incentive bonus amounts will be frozen at amounts paid in February 2017. However, if an employee receives a degree as described below that will result in a higher payment, the employee will receive the higher payment.

15.2. Payment for Degrees. Full-time employees hired on or after March 1, 2017 will receive an annual payment of \$500 if the employee has a bachelor degree or \$750 if the employee has a master degree. Payments are not compounded and the degree must be a job related degree as determined by the Director of Public Safety – Police/Fire Chief.

15.3 Transcript Verification. Employees seeking the college incentive bonus under this Article shall provide a certified transcript of hours and grades accumulated prior to January 15 of each year.

15.4 Payment Date. Payment of the college incentive bonus under this Article shall be made on the second pay period of February in each succeeding calendar year.

15.5 Authorized Credits. For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours from the date hereof.

ARTICLE XVI

PERSONNEL FILES

16.1 Access to Personnel Files. Any employee shall have the right, upon written request, to see his file and to receive copies of all material placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished, subsequent copies of the same material will be furnished to the employee at his expense.

16.2 Reprimands in Personnel File. No written reprimands shall be placed in an officer's personnel file until such employee has seen said reprimand which shall be a proper

subject for the grievance procedure and the officer has had an opportunity to sign the reprimand.

ARTICLE XVII

SALARY RANGES

17.1 Salary Ranges. The job classifications and the salary ranges therefor, are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

17.2 Direct Deposit. Bargaining unit members will receive their pay by the way of direct deposit with funds being deposited into the employees' accounts at the financial institution designated by the employee.

ARTICLE XVIII

EMPLOYMENT CONDITIONS

18.1 Policies and Procedures. All current personnel policies and procedures applicable to the employees covered by this Agreement as currently applied and which are not contrary or inconsistent to the provisions herein contained shall be unaffected by this Agreement.

18.2 Briefing and Orientation. Employees shall be compensated for briefing and orientation time.

18.3 Shift Bids. Patrol Team employees shall be allowed to bid shifts every six months. Shift bids will be submitted by January 15 and July 15 for the approximate six month period beginning with the start of the first pay period of March and with the start of the first pay period of September. The weekly scheduled days off in the six month shift bid period will remain unchanged during that period except (1) where an emergency or unanticipated staffing shortage occurs; (2) where a staffing shortage, special event or training is expected to occur and the Employer gives the affected employee at least fourteen (14) days' notice of the days off change; or (3) by mutual agreement between the Employer and the affected employee, with the employee notifying the Union. Employees shall be allowed to select the shift of their choice by exercising their classification seniority. Except for special events, if on an eight-hour shift schedule, the days off schedule shall be rotated every four (4) weeks within each shift bid. The Employer retains the right to schedule additional manpower prior to issuance of the days off schedule as needed for special events. The shifts shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and from 12:00 midnight to 8:00 a.m., except that the twelve (12) hours shifts shall be from 7:00 a.m. to 7:00 p.m., 3:00 p.m. to 3:00 a.m., and 7:00 a.m. to 7:00 p.m. The work week for twelve (12) hour employees begins at 7:00 a.m. on Sunday. Officers will be able to bid on 12-hour shift assignments by shift and team. Up to two (2) patrol Police Officers on each shift may be assigned to an early car, however, within the 12-hour shift schedule the 3 p.m. will not have an early car. The early car hours shall begin and end one hour earlier than the normal shift hours. The assignments will first be given to volunteers on the basis of seniority. If an insufficient number of volunteers from the shift exist, the Employer may assign Police Officers from that shift on the basis of reverse seniority. In the event of an employee assigned the "early car" is absent from work, the position may be left unfilled; filled with volunteers; or filled in reverse order of seniority with twenty-four (24) hours' notice to the affected employee.

The Employer also retains the management right to determine the number of officers to be assigned to each shift.

Up to four (4) officers will be assigned to the patrol division as needed by the Employer, in the Employer's sole judgment and discretion. These officers shall be selected by offering the assignment to the most senior officer and proceeding down the seniority list until the officers are obtained. In the event four (4) employees do not volunteer, the balance of the positions shall be made up of the least senior employees on the patrol teams. All officers outside of the patrol teams and field officer trainees are excluded from the provisions of this shift bid section. However, once an officer completes his/her fourteen (14) week field training status, he/she shall move onto a team by allowing one of the four (4) rotational officers to select a permanent shift by seniority and the trainee shall move to his/her vacant slot. The four rotational officer slots or positions will be identified and posted with the shift bid and officers will bid these slots or positions and if no officer bids these rotational positions, the lowest seniority officer in the patrol division shall be assigned to these positions.

(a) With the continued agreement of the City and the Union the language pertaining to Patrol Team shifts can be voluntarily waived for the purpose of allowing the trial of alternative schedules which may be subsequently mutually agreed upon by both parties. In regards to the trial of alternative schedules, the language pertaining to the bidding of shifts every six (6) months and/or the rotation of days off every four (4) weeks within each shift bid, is also voluntarily waived. All other applicable language contained in Section 18.3 shall continue to apply. This sub-section is subject to full or partial revocation by either party with thirty (30) days' notice.

(b) The use of twelve (12) hour shifts is subject to full or partial revocation by either party with a written notice of either three months' notice or until the next shift bid, whichever is longer. Without impact to the rights outlined above, upon request, the party providing the written notice will discuss the reasons for the revocation with the other party.

(c) The introduction of the 12-hour shift schedule is intended to neither add to or detract from the benefits, wages, conditions of employment contained in the July 1, 2013 Labor Agreement.

18.4 Hours of Work - Police Service Technicians. The normal workweek shall consist of forty (40) hours. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their shift, and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their shift. The timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, unless otherwise excused, except as above provided and except for the unpaid lunch period at or near the midpoint of their shift.

ARTICLE XIX

PROMOTIONS

19.1 Promotional Positions. The parties recognize that the positions of Detective and Sergeant shall be promotional positions available only to bargaining unit employees. In the event there are no internal applicants the City may conduct a public recruit for the vacant position. If less than three (3) employees pass the written test, a retest will be given. If, after the retest, less than three (3) employees (in total) have passed, the City may recruit from the outside. Employees who do not meet the qualifications under 19.2 (a) can take the test if outside candidates are recruited. All internal candidates who have passed the test can be considered in conjunction with the outside candidates. Any employee who re-takes the test will retain the higher of the two scores.

19.2 Vacancies. When a vacancy exists in any of the aforementioned promotional positions, such vacancy shall be filled in accordance with the following procedure:

- (a) Minimum eligibility requirements for each position:
 - (1) Detective. Three (3) years of bargaining unit seniority as a sworn police officer with the City of Portage.
 - (2) Sergeant. Five (5) years of bargaining unit seniority as a sworn police officer with the City of Portage.
- (b) Written Examination. On the second Monday of January each year a written examination shall be given for the position of Detective. On the first Monday of February each year a written examination for the position of Sergeant shall be given. Officers that meet the eligibility requirement as stated in (a) 1 or 2 above on the date of the examinations shall be allowed to take the written examination. The written examinations shall be a validated examination prepared by an outside agency selected by the Department of Human Resources and the Director of Public Safety – Police/Fire Chief. The Department of Human Resources shall supervise the testing procedure on the day of the exam. The written examination shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the position sought by them.

The Director of Public Safety – Police/Fire Chief shall provide a reference material list from the testing agency that furnishes the test at least ninety (90) days prior to the examination administration date and shall likewise post the minimum passing score on the exam as established by the agency furnishing the test. The Human Resources Department shall assign a number to each officer taking the test and this number shall be held in strict confidence. Following completion of the examination it will be scored by an employee of the Human Resources Department in accordance with the scoring procedure provided by the agency supplying the examination. Written test scores shall be posted by the assigned test numbers promptly after results of the written examination are known.

The test scores, by assigned numbers, shall be posted in descending order starting with the number that received the highest score to the number that received the minimum passing score. Officers shall have seven (7) days from the date the test scores were posted to file a written challenge to any test question or answer with the Human Resources Department. The test

scores and officers' ranking shall not become final until the challenge(s) have been ruled upon. The written test results and the resulting list of officers that passed said test shall remain in effect until the date the test is given in the following calendar year. Passing the written exam is the first step in the promotional procedure for that year. Only officers that pass the written exam will be eligible to compete in the promotional process. Once the written examination process has been completed the balance of the promotional procedure, as stated below, shall be completed when the Director of Public Safety – Police/Fire Chief determines there is a need to fill a permanent vacancy in the rank of Detective or Sergeant.

(c) Performance Evaluation. Each officer who has passed the written examination shall have the total employee score obtained by him/her on the last four (4) consecutive performance evaluations added together. (Note: The scores from the "prior" evaluation system will be converted to the point system mathematically.)

(d) Seniority. Each officer shall receive 1/2 point for each year of bargaining unit seniority to a maximum of ten (10) points.

(e) Oral Board. An Oral Board shall be convened consisting of one command officer from a police agency outside of the City of Portage and a human resources specialist from the Human Resources Department.

The Oral Board shall inquire concerning the employee's experience, training, qualifications, attitude and any other factors deemed relevant by the members of the board in order to determine the applicant's ability to perform the job for which he or she has made application. The basic questions for each area of the inquiry shall be prepared in advance and asked of each applicant. Members of the Oral Board shall score each applicant at the completion of the interview without discussion and shall not be subject to change once the score is made. The scoring of the oral board shall be on a 1 to 15 point basis, with 15 points being the highest possible score. The score of each oral board member shall be added together and then divided by two (2) and the resulting figure shall be the final oral board score for each applicant.

(f) Scoring and Eligibility. Upon completion of each step above, the final promotional score of each applicant shall be determined as follows:

1. The score obtained by each applicant on the written examination (not to exceed 100 points) less the passing score, divided by two shall be the final score.
2. The final score on the performance evaluation shall be obtained by dividing the total point value in (c) by four (4).
3. Seniority points shall be obtained as in (d), not to exceed 10 points.
4. Oral Board score shall be the actual score as in (e) above, not to exceed 15 points.

The final scores on the above components shall be added together as a final score for each applicant. Based on final scores, a promotional list shall be established from highest to lowest score. If two or more individuals receive the same total score they shall be ranked in order of seniority on the promotional list. Each individual shall be notified of their score personally by the Human Resources Department. The promotional list shall remain in effect for

one year from the date of the written examination. All promotions during the calendar year shall be made from the promotional list. The Director of Public Safety – Police/Fire Chief shall fill any permanent vacancy in the rank of Detective or Sergeant by selecting from among the top four (4) individuals on the promotional list.

Note: Once a vacancy is filled from the "top four," in the event another vacancy occurs the fourth individual on the promotion list will be pulled up and a new "top four" established.

ARTICLE XX

ASSIGNMENT AND TRANSFERS

20.1 Assignments. Except for the position of Detective, the assignment of employees to positions outside of the patrol division shall be made by the Employer on the basis of qualifications and ability as determined by the Director of Public Safety – Police/Fire Chief. As determined necessary by the Director of Public Safety the temporary assignment may be extended up to an additional twelve (12) months to a maximum of forty-eight (48) months. Such assignments are not promotions and no change in rate of pay shall be made to those employees other than normal step raises to which they may become entitled.

(a) Except for Canine Handler (Officer), assignments to positions which are not promotional will be for a maximum of thirty-six (36) months. Upon vacation of such position, if the need remains, it will be filled by another employee. Any employee assigned to a special assignment shall not be allowed to reapply for any special assignment for a period of time equal to the time served in the special assignment.

(b) The Canine Handler remains with the Canine for the duration of the time the Canine remains in-service. The Canine Handler provides care for the Canine while both on-duty and off-duty. To compensate the Officer for the off-duty care of the Canine, the Officer will be credited 20 minutes of time worked each day. The Canine Handler is the sole handler of the Canine and is accompanied by the Canine while on duty and responds to calls with the Canine while on-duty and on an off-duty basis as requested and available. Selection as a Canine Officer is dependent upon the officer agreement to remain in the Police Officer classification for the duration of time the Canine remains in service.

(c) Lab Officers and Accident Reconstructionist, effective July 1, 2018, will receive an annual bonus of \$400 per year, payable each July for the previous 12-month period – prorated based on a monthly basis (full or partial), if applicable.

(d) Field Training Officers and Communication Training Officers, effective November 1, 2016, will receive one (1) hour pay (paid as OT) for each eight or twelve-hour shift assigned a new police officer or new radio operator

20.2 Transfers. The Employer shall have the right to transfer employees outside of their assigned division, irrespective of seniority, to fill temporary vacancies or positions and to take care of unusual conditions or situations, each of which shall not exceed six (6) months in any 12-month consecutive period. If an employee is transferred to perform the work of a higher paying classification or rank, he shall be paid the rate of pay of said higher classification or rank. The employer, at the discretion of the Director of Public Safety – Police/Fire Chief, may transfer

one full-time Police Officer who has passed the written exam to the position of Acting Detective for up to twelve months.

20.3 Seniority in Transfer and Assignments. In no case shall assignments and transfers, as provided in Sections 20.1 and 20.2 above, be given to those employees with less than two (2) years bargaining unit seniority, except for assignments not to exceed thirty (30) days.

20.4 Temporary Job Assignments. It is understood and agreed that the assignment of employees within the bargaining unit to temporary job assignments involving cooperative efforts with other law enforcement agencies shall be made on the basis of need, qualifications, ability and duration as determined by the Director of Public Safety – Police/Fire Chief, provided that no such temporary assignment shall exceed 36 consecutive months. Upon vacation of such position, if the need remains, it will be filled by another employee. Any employee assigned to a special assignment shall not be allowed to reapply for any special assignment for a period of three years unless there are no other applicants for the assignment. Said assignments are not promotions and no change in rate of pay shall be made to those employees so assigned, other than normal step raises, that they may become entitled to while performing said assignments.

ARTICLE XXI

UNIFORMS

21.1 Clothing Allowance - Non-Uniform: Cleaning and Maintenance. Effective June 27, 2010, the clothing allowance for officers assigned to duties involving the daily utilization of civilian clothing will be converted back to a taxable clothing allowance plan. Effective with this change, officers assigned to PSLO will no longer be eligible for the clothing allowance. However, the clothing allowance for those who qualify will be increased to an annual amount of \$999.96, payable on a bi-weekly basis (\$38.46 per pay period). Employees entering the assignment will be eligible to receive the clothing allowance on the payday following the first full pay period in assignment. Upon separation of employment, the benefit will be paid only if a full two-week period is due to the employee. A temporary or acting Detective will become eligible for the bi-weekly uniform allowance (\$38.46 per pay period), beginning with the first full payroll following the 31st day of the assignment. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of this Agreement.

21.2 Safety of Equipment. It is understood and agreed that all equipment to be used by employees is to meet minimum State safety standards and that each employee is obligated to advise his/her command officers in writing when any such equipment fails to meet such standards.

The City shall purchase and supply protective body armor to all command officers, officers and detectives. Currently, employees may choose between two types of protective vests supplied by the City. If it is necessary or beneficial to supply a different type (or model(s)) of protective vest, the employer may specify a new vest after seeking and considering input from PPOA and PPCOA bargaining unit employees. Based upon input received and with approval from the Director of Public Safety-Police/Fire Chief, up to two types of protective vests may be selected and employees may choose the vest that he/she prefers. All command officers, officers

and detectives shall be required to wear the protective body armor at all times while on duty subject to the exceptions set forth below.

- Officers and Detectives assigned to KVET and SWET while on office duty or on undercover operations, when the wearing of body armor could compromise their undercover status.
- Officers and Detectives on approved undercover operations, when the wearing of body armor could compromise their undercover status.
- Detectives while working in office, on station. Detectives will be required to carry body armor in their vehicle with them any time they travel on duty and will be required to wear body armor when reporting to any preplanned high risk operation or to make an arrest.
- Officers assigned to on-station duty and while working on-station. Examples of such on-station assignment are Teleserve officers, officers assigned to light duty, etc.

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

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

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

21.3 Coveralls, Boots, Shoe Allowance. The Employer will continue to furnish each non-uniformed officer with one pair of coveralls and one pair of boots to be used for tactical and training purposes. \$100 to be paid to employees, employed as of July 1 of the contract year, to be paid on the first payroll in July.

21.4 Appearance. It is understood and agreed that the appearance of patrolmen shall at all times be in conformity with the following:

1. **Sideburns** are not to extend below the bottom of the ear and horizontally trimmed.
2. **Mustaches** are not to extend below the lower bottom lip line at the bottom and are not to extend past the natural cheek lines onto the face.
3. **Sides** are not to extend below the middle of the auditory canal when combed down.
4. **Back** may not extend below the bottom of the uniform collar.

21.5 Low Quarter Shoes. Patrolmen shall be permitted to wear either low quarter shoes or boots which have the prior approval of the Director of Public Safety – Police/Fire Chief.

The following type of footwear are approved; various styles subject to review by the Director of Public Safety – Police/Fire Chief:

1. Utility boots, high-top low quarters and low quarters; plain toe and black.
2. Approved footwear may be worn at any time except as otherwise directed for special occasions such as parades, meetings, etc.
3. Plain black rubber-type rain boots may also be worn as needed.
4. There is no change in the department issue policy.

21.6 Ties - Summer Uniform. Police officers shall not be required to wear ties whenever the summer uniform is in effect. Each officer shall have the option of wearing a tie, sweater or turtleneck when the winter uniform is in effect.

ARTICLE XXII

RESIDENCY

22.1 Residency. Police Officers and Detectives must live within a thirty (30) mile radius of any City of Portage boundary. A map shall be posted in the Police Department defining the acceptable residency area.

22.2 Requirement After Probation. New employees shall be required to meet the residency requirement within six months of being removed from probation and prior to the next scheduled step increase.

ARTICLE XXIII

MISCELLANEOUS

23.1 Animal Transportation in Vehicle. Except for the Police Canine, no live or dead animals shall be transported in police vehicles without permission of the shift supervisor or the Director of Public Safety.

23.2 Pension. It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, as set forth below. This plan shall be effective for all full-time bargaining unit employees.

(a) The Association has established a Money Purchase Plan (hereinafter referred to as "MPP") for its members.

(b) Future contributions to the MPP shall be paid by the City to the designated fund administrator on behalf of each bargaining unit member in accordance with the following:

(1) For full-time bargaining unit employees hired prior to December 11, 2012 the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this money purchase pension plan. For full-time bargaining unit employees hired on or after December 11, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase pension plan.

(2) The payment specified in subparagraph 1 above shall be made on a monthly basis, i.e., one-twelfth (1/12) of the employee's base salary shall be paid each month and shall be paid by the fifteenth (15th) of the month for the preceding month.

(3) For employees who are not employed for the full month, the contribution in that instance will prorated accordingly.

(4) The Union will notify the Department of Human Resources 14 days in advance of any change in the pension bank transit and account number.

(c) MPP shall be established and administered by the Association.

(d) The City shall have no responsibility whatsoever for the administration of the Plan, including providing any payroll deduction services for voluntary employee contributions.

(e) The City shall have no periodic reporting obligation to the Association or trustee beyond what is required by law.

(f) Any remaining defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.

(g) The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.

(h) The Association shall provide the City with copies of all documents that are filed with the U.S. Department of Labor in accordance with requirements of ERISA.

(i) The Association, its officers and agents, hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Director of Public Safety – Police/Fire Chief, Personnel/Purchasing Director, and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said MPP.

(j) Each employee who receives any form of monetary value under this concept shall execute an authorization form and release which releases the City and its agents, consultants and insurance companies from any and all further liability or claim, either past, present or future.

(k) Any agreement reached shall be contingent upon the approval of the State of Michigan.

(l) It is acknowledged that the MPP is in lieu of the defined benefit plan that was in effect prior to the inception of the MPP.

(m) If the Association, or its officers or agents, ever attempts to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be the subject of collective bargaining between the parties from any increase in wages and/or salary.

All expenses related to the Plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.

23.3 Accident - Damage, Repair Costs. It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by deducting accrued LEAVE TIME. Any reimbursement shall be conditional on the negligence of the employee involved, as determined by the Safety Committee, for the following offenses:

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

23.4 Savings Clause. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

23.5 Shift Differential.

(a) Eight (8) Hours Shift Assignments: Full time employees who work on any shift which commences on or after 12:00 noon but before 8:00 pm shall be entitled to a shift premium of thirty-five (\$.35) cents per hour. Full time employees who work on any shift which commences on or after 8:00 pm but before 6:00 am shall be entitled to a shift premium of fifty (\$.50) cents per hour. Shift premium shall not be added to the base rate for purposes of calculating longevity. Part Time employees will receive shift differential of \$7.50 per week for any shift worked. Shift Differential shall be paid to employees for working hours as follows:

Watch 1	Midnight to 8:00 am	\$0.50 per hour
Watch 2	8:00 a.m. to 4:00 p.m.	no differential
Watch 3	4:00 p.m. to Midnight	\$0.35 per hour

Police Officers shall earn shift differential for their regular hours of work based on their assigned watch. Any overtime hours worked shall be paid at the differential rate based on the above table (i.e., Watch 1 employees working overtime after 8:00 am shall not earn shift differential for those overtime hours; Watch 2 employees working overtime prior to 8:00 am shall earn shift differential at the rate of \$.50 per hour; etc.) Part-time employees will receive shift differential based on the hours worked; thirty-five (35¢) cents per hour for hours worked between 4 p.m. and midnight and fifty (50¢) cents per hour for hours worked between midnight and 7 a.m.

Those Police Officers on Watch 1 and Watch 3, assigned to the early car will earn the appropriate shift differential for all eight scheduled working hours. Those Police Officers on Watch 2, assigned to working the early car will not earn shift differential for those eight scheduled working hours.

(b) Twelve (12) Hour Shifts. There shall be no shift differential for Day Shift (7 a.m. to 7 p.m.). The shift differential for Power Shift (3 p.m. to 3 a.m.) will be \$0.35 per hour. The shift differential for Night Shift (7 p.m. to 7 a.m.) will be \$0.50 per hour.

(c) Detectives working a non-traditional working schedule will earn a shift differential as any other patrol unit employee.

(d) Shift differential will only be paid on hours worked, and not on payments for paid time off.

23.6 Shift Differential – Police Service Technicians. When a Police Service Technician performs the duties of a Radio Operator for a consecutive period in excess of one (1) hour, he/she shall receive the normal wages of a Radio Operator for such time.

23.7 Taser Training. Employees in training will have the option of determining whether they will be subjected to the electrical charge of Tasers.

23.8 Personnel Performance Assessment and Evaluation System. As agreed by the parties during 312 arbitration of the 2000-2002 labor agreement, Policy and Procedural Order 200-11, and the form as attached to that order will be implemented on April 1, 2002.

23.9 Bonus Payments. All bonus payments will be included as part of the payment issued on normal payroll dates.

23.10 No Smoking. Employees in this bargaining unit will not smoke while in a City vehicle or use tobacco products in public view or while dealing with the public. Bargaining unit employees hired or transferred to the bargaining unit after August 1, 2007 will not be permitted, to indulge in the use of any tobacco products or any other smoking materials while on duty.

(a) Severance of one (1) week of base salary for each full year of service payable to each Radio Operator who is displaced and who applies for employment at the Kalamazoo Consolidated Dispatch Center but is not selected. These individuals will also receive 50% of their accrued sick leave balance regardless of their years of service.

(b) Employees who apply for and are selected for employment at the Kalamazoo Consolidated Dispatch Center will receive a payout of 100% of their accrued sick leave balance.

(c) Employees who continue to work for the City of Portage will receive no pay-out.

23.11 Drug and Alcohol Policy

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

(b) Policy Coverage. This policy shall be applicable to all employees of the City of Portage employed in the PPOA bargaining unit.

(c) Policy Content.

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

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

(i) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:

1. Employee;
2. Employee's Union representative, if applicable;
3. Employee's supervisor; and
4. Director of Public Safety – Police/Fire Chief, or designee.

(ii) The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.

(iii) If it is determined by the Director of Public Safety – Police/Fire Chief, or designee, that the reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.

(iv) Said employee shall be required to submit to an immediate urine and/or breath test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drug(s).

(v) Such test shall be given pursuant to the testing procedure as outlined in this policy.

(vi) The employee shall submit to such test and release of test results to the City; failure to do so shall be a presumption that the employee has violated the Drug and Alcohol Policy. The employee will then be subject to disciplinary action, up to and including discharge.

(vii) After the test has been given and the results known, the employee:

1. will be put back to work with full pay for time lost, should the test results be negative; or

2. will be subject to discipline, up to and including discharge, should the test results be positive as indicated in paragraph #8 of this policy.

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

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

(4) Testing Procedures

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

(ii) Obtaining Urine Samples

1. All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the City as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.

4. Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

(iii) Processing Samples

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

- A. Initial screening step, and
- B. Confirmation step.

2. The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.

4. If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

(iv) Chain of Evidence/Storage

1. Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.

2. Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.

3. In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

(5) Drug and Alcohol Cut-Off Levels

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

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

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

(6) Effect of a Confirmed Positive Drug or Alcohol Test

(i) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.

(ii) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.

(iii) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

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

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

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

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

ARTICLE XXIV

PART-TIME EMPLOYEES

24.1 Part-time Police Officers. Terms and conditions for employment for Part-time Police Officers are as follows:

- (a) The maximum number of Part-time Police Officers working in any calendar week is three.
- (b) Articles I, II, III, IV, V, XXV and Appendix A apply to Part-time Police Officers in the same manner as other Bargaining Unit employees.
- (c) Article VI, Seniority. Part-time Police Officer seniority will be based only on service in the Part-time Police Officer Classification. This is consistent with other classifications and all seniority provisions of this Article are applicable.
- (d) Article VII, Leave of Absences. Each section of this article is applicable to Part-time Police Officers with the exception of Section 7.6, Funeral Leave. However, Part-time Police Officers will be granted the applicable time off as vacation, holiday, compensatory time or unpaid time for time lost from work due to a death of an immediate family member as defined in Section 7.6. Part-time Police Officers are eligible for paid Jury Duty Leave.
- (e) Article VIII, Sick Leave. Part-time Police Officers receive sick leave on the pro-rated basis set forth in an October 20, 2011 arbitration award involving the parties and as described in Section 8.1. Section 8.3 (e) applies to Part-time Police Officers on a pro-rated basis, thirty-two (32) hours. Section 8.4 and 8.5 applies to Part-time Police Officers on the pro-rated basis of 700 and 350 hours respectively. All other sections apply.

- (f) Article IX, Insurance is not applicable to Part-time Police Officers, except that Part-time Police Officers are covered by the false arrest and general liability insurance.
- (g) Article X, Basic Requirements. Sections 10.1 (b), Health Management Program, is not applicable to Part-time Police Officers. All other sections of this article apply.
- (h) Article XI, Overtime is applicable to Part-time Police Officers. Part-time Police Officers shall not be required to work hours in excess of 28 hours per week, except in cases of emergency, defined as event(s) of catastrophic nature.
- (i) Article XII, Holidays is applicable to Part-time Police Officers. Part-time Police Officers receive holiday pay on a prorated basis as set forth in the October 20, 2011 arbitration award.
- (j) Article XIII, Vacations. Part-time Police Officers receive vacation accruals on a prorated basis as set forth in the October 20, 2011 arbitration award. For the purposes of vacation approval, vacation requests from Part-Time Police Officers and Police Officers will be considered in accordance with Section 13.1 (a) and will be considered as the same classification for vacation approval purposes.
- (k) Article XIV, Longevity does not apply to Part-time Police Officers. However, if the Part-time Police Officer bids on and receives a full time position, credit toward longevity will be credited on a prorated basis, ½ year of credit for each full year of part-time service.
- (l) Article XV, College Incentive does not apply to Part-time Police Officers.
- (m) Article XVI, Personnel Files is applicable to Part-time Police Officers in the same manner as other Bargaining Unit employees.
- (n) Article XVII, Salary Ranges applies to all employees. Part-time Police Officer will be listed as a separate classification in Appendix A with the same hourly rate schedule as the Police Officer Classification.
- (o) Article XVIII, Employment Conditions. Part-time Police Officers will select available part-time shifts, based on classification seniority. The work schedule for Part-time Police Officers will be from 20 to 28 hours per week. The beginning and ending times for part-time shifts may be different from the hours outlined for Patrol Team employees, but shifts will be for at least four hours in duration. A three-month schedule, published two weeks in advance will be provided to Part-time Police Officers. With a minimum of seventy-two (72) hour notice, Part-time Police Officer hours may be modified to address a specific need or condition. The City will consider any extenuating circumstances that inhibit the part-time employee from changing hours on short notice. Weekly work hours shall not exceed 28 hours except for training purposes of the employee or as defined in (h) above. For short term vacation requests part-time staffing will be considered when reviewing requests from full-time Police Officers, but as with all vacation requests, are subject to management review and approval. All other parts of Article XVIII apply to Part-time Police Officers.
- (p) Article XIX, Promotions only applies to full time Police Officers.
- (q) Article XX, Assignment and Transfers applies to all bargaining unit employees.

(r) Article XXI, Uniforms applies to Part-time Police Officers in the same manner as other Police Officers.

(s) Article XXII, Residency applies to Part-time Police Officers in the same manner as other Police Officers.

(t) Article XXIII, Miscellaneous, Section 23.2. Pension does not apply to Part-time Police Officers. All other sections apply if pertinent.

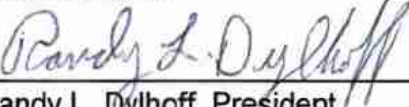
ARTICLE XXV

DURATION

25.1 Duration. This Agreement shall remain in full force and effect until 2400 hours on the 30th day of June, 2019, and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to said 30th day of June, 2019, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT is signed on behalf of the respective parties this day of September 2019.

PORTAGE POLICE OFFICERS
ASSOCIATION



Randy L. Dylhoff, President



Adam Dmoch, Executive Board



Nicholas Mattson, Executive Board

CITY OF PORTAGE



Patricia M. Randall, Mayor



Adam Herringa, City Clerk

APPENDIX "A"

**PORTAGE POLICE OFFICERS ASSOCIATION
BASE SALARY SCALE**

**June 30, 2019
3.0% Increase**

Job Classification	Start Step			Three		
	A Step A	One Year Step B	Two Years Step C	Years Step D	Four Years Step E	Five Years Step F
Police Officer	\$47,706.40	\$52,262.59	\$56,815.44	\$61,371.64	\$65,937.61	\$70,473.99
Detective	\$64,243.62	\$66,850.72	\$67,208.89	\$69,324.54	\$70,887.14	\$72,536.38
Part Time Police Officer	\$22.92	\$25.11	\$27.31	\$29.50	\$31.69	\$33.87
Police Service Technician	\$40,877.35	\$41,825.69	\$42,814.02			

June 28, 2020

3.0% Increase

Job Classification	Start Step					
	A	One Year	Two Years	Three Years	Four Years	Five Years
	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer	\$49,137.59	\$53,830.47	\$58,519.90	\$63,212.79	\$67,915.74	\$72,588.21
Detective	\$66,170.93	\$68,856.24	\$69,225.16	\$71,404.28	\$73,013.76	\$74,712.47
Part Time Police Officer	\$23.61	\$25.86	\$28.13	\$30.39	\$32.64	\$34.89
Police Service Technician	\$42,103.67	\$43,080.46	\$44,098.44			

July 4, 2021

A one and one-half percent (1.5%) increase or the percentage increase formally communicated to non-union employees, whichever is higher, effective 7/4/2021.

Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during the first five (5) consecutive years of employment shall be advanced to the next incremental step in the applicable salary range not later than the anniversary date of their employment.

The City may choose to hire from outside of the bargaining unit an experienced Police Officer, Radio Operator or Police Service Technician at any step of the salary scale. In order to do so, however, the City must raise the rate of pay of any lower-paid employee in that classification at the time of the new employee's hiring to the same level of the newly hired employee into that classification, effective on the hiring date of the new employee. Should the new employee subsequently leave the employment of the City, the City will not reduce the wage of any employee who received an increase under this paragraph.

When an employee is permanently promoted from one job classification to another he/she shall as of the start of the next succeeding pay period be placed at the lowest step for the classification to which he/she is promoted which will result in a salary increase. Thereafter, he/she shall advance to the next incremental step in the applicable salary range not later than one year from his/her effective promotion date which shall continue until such promoted employee reaches the maximum of the salary scale with the job classification he/she occupies.

