

AGREEMENT  
BETWEEN  
CITY OF BELLEVILLE  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

CITY OF BELLEVILLE POLICE  
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AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of October, 2016, by and between the City of Belleville, a Municipal Corporation, hereinafter referred to as the "City", and Police Officers Association of Michigan, hereinafter referred to as the "Union."

ARTICLE I  
INTENT AND PURPOSE

1.1: By this Agreement, both parties intend:

1.2: Mutual Interest: To promote their mutual interest, namely the operation of the City in a manner that will further the economic well-being of the employees and of the City to promote harmonious working relationships between the member employees, the City and the Union; to define rates of pay, wages, hours of employment, and those other conditions of employment.

ARTICLE II  
UNION RECOGNITION AND REPRESENTATION

2.1: Recognition: The Union is the sole bargaining agent of any full and part-time police officers of the City for negotiating wages, hours and other conditions of employment.

2.2: Employees Covered: This Agreement covers only police officers and corporals of the Belleville Police Department, excluding the Chief of Police, police sergeants and other employees of the Department.

2.3: Local Union: The Belleville Police Officers Association shall be the local and its officers shall be determined by the membership of that local. Such officers may act as representatives along with representatives of the Police Officers Association of Michigan with respect to negotiations, grievances, hearings or other matters which may require representation by the Union.

2.4: Names of Local Officers: The names of the local steward and other local officers shall be provided to the City by the local and kept up to date.

ARTICLE III  
AUTHORIZATION FOR DUES/FEES DEDUCTION

3.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

3.2: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

3.3: Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

3.4: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

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

3.6: Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

**BELLEVILLE POLICE OFFICERS ASSOCIATION  
FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
(Please Print) Last First Middle

TO: \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from  
my earnings each \_\_\_\_\_  
Payroll Period

an amount sufficient to provide for the regular payment of the current rate of monthly  
union dues (service fees) established by the Police Officers Association of Michigan.  
The amount shall be certified by the Union Treasurer and any change in such amount  
shall be certified. The amount deducted shall be paid to the Treasurer of the Police  
Officers Association of Michigan.

\_\_\_\_\_  
Employee's Signature Address

\_\_\_\_\_  
City State Zip

ARTICLE IV  
GENERAL PROVISIONS

4.1: City Authority: Except as specifically limited by the terms of this Agreement, all rights to manage, direct, and supervise the operations of the City and its employees are vested solely and exclusively in the Employer. These rights include, but are not limited to; the City's right to manage its municipality generally; to decide the number and location of facilities; to decide all machines and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed, to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work to maintain order and efficiency in its facility and operations; to hire, layoff, assign, transfer, promote and demote employees to determine the qualifications of employees; to determine and re-determine job content; to determine the starting quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the City plans, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees for just cause.

Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject to express restrictions on such rights, if any, as are provided for in this Agreement.

The Chief of Police shall have the unlimited right to perform bargaining unit work provided that it does not result in the layoff or termination of any employee or failure to call in an employee on overtime to replace an absent employee.

4.2: Bulletin Boards: The City shall furnish the Union Bulletin Boards with adequate space for posting notices regarding Union business and Union social matters.

4.3: New Jobs: If a new job within a bargaining unit shall be created due to the introduction of new equipment or significant change in methods of operation, pay rates shall be established by the City with the concurrence of the Union.

4.4: Liability: The City shall provide and pay the cost of legal counsel as needed and any court ordered judgment, or settlement for any legal action against any member of the bargaining unit which arises out of an act by such employee within the scope of his/her duties, whether on or off duty.

4.5: Department Rules: The Chief of Police may establish and enforce reasonable rules and regulations not inconsistent with this Agreement, for the operation of the Department provided that any new rule or regulation is presented to the steward at least five (5) days before implementation. Rules and Regulations shall be subject to the grievance procedure including arbitration.

ARTICLE V  
GRIEVANCE REGULATIONS

5.1: A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

5.2: All grievances must be filed within fifteen (15) working days after knowledge of occurrences of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

5.3: The designated local union representative or his/her alternate shall have the right to leave his/her job at reasonable time and places when it becomes necessary to contact employees for the purpose of settling or investigating grievances on approval of his/her supervisor. Such approval shall not be arbitrarily denied.

5.4: All times lost from work by the designated local union representative while engaged in processing grievances shall be paid for by the City at the employee's regular hourly rate of pay.

5.5: Step One - Verbal: Any employee having a complaint may first take up the matter with his/her immediate supervisor or the appropriate designee. If the matter is not resolved by such a discussion, the issue will be reduced to writing and proceeded in Step Two within ten (10) working days.

5.6: Step Two - Written to Chief of Police: The written grievance shall be presented to the Chief of Police or his designee by a local union representative on a form outlining the nature of the complaint and the remedy desired. The Chief of Police shall then provide a written answer to the Union within ten (10) working days of receipt of the written grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

5.7: Step Three - to City Manager: If the grievance cannot be resolved in Step Two above, it shall then be submitted to the City Manager within seven (7) working days of receipt of the answer from the Chief of Police or on expiration of the aforementioned then ten (10) working days. The City Manager shall meet with the grievant and/or the Union and then shall submit an answer to the Union within ten (10) working days of such meeting.

5.8: Failure of Settlement - Arbitration: If settlement is not achieved in Step Three of the grievance procedure, the Union may request arbitration within 15 days. Written notice to the City Manager shall constitute a request for Arbitration. The arbitrator shall be selected in a manner determined by both parties to this Agreement. In the event the City and the Union cannot agree on an

arbitrator, a request will be made by the Union requesting a panel of five (5) arbitrators from the Michigan Employment Relations Commission (MERC). The Union and the City will make alternate strikes from the panel list, with the last name on the list to the Arbitrator. The City and Union shall, by the flip of a coin, decide the first strike. If the parties agree, a request can be made with the Federal Mediation and Conciliation Service. The arbitration shall be conducted under the Federal Mediation and Conciliation Service Arbitration policies, functions, procedures, and rules and such other provisions of this Agreement as they apply.

5.9: Selected Arbitrator: The arbitrator so selected will hear the grievance promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the grievances submitted.

5.10: Arbitrator's Authority: The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from or modify any terms of this Agreement. The arbitrator shall not have any power or authority to make any decision which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the City, Police Department, Union and the Grievant.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that an employee may have recovered.
- B. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

5.11: Arbitrator's Costs: The cost for the arbitrator's services, including his/her expenses, shall be shared equally by the City and the Union.

5.12: Election of Remedies. Both parties agree that once an employee has elected to pursue a remedy by State or Federal Statute or City Ordinance for alleged conduct which may also be a violation



of this Agreement, such employee shall not have simultaneous resort to the grievance procedure.

5.13: Extending Time Limits: Time limits between the steps in the Grievance Procedure may be waived and/or extended by mutual written agreement. Time limits shall also exclude Saturday, Sunday, Holidays, or days City Offices are closed.

ARTICLE VI  
RESIDENCY

6.1: Upon completion of the probationary period, officers hired after July 1, 1988 shall be required to have his/her residence within twenty (20) miles of the City limits of the City of Belleville.

6.2: Employees may request a one (1) year extension based on individual circumstances, by explanation to the City Manager who shall have sole discretion to grant or deny such extension.

ARTICLE VII  
SENIORITY

7.1: Definition. The purpose of this section is to recognize that job security should increase in proportion to the length of continuous service to the City. As such, decreases in the work force and recalls following layoff will be adjusted in full consideration of continuous service in accordance with this Article.

7.2: Seniority: An employee shall be deemed to be in continuous service from the date shown on the City's employment records as the date of new hire, and shall be deemed in continuous service until such service is broken in accordance with the provisions of Section 6.4. Such date of new hire shall be deemed final and binding for the purpose of this Article. Part-time employees shall earn seniority at the proportional rate of one year for each two thousand eighty (2,080) hours worked.

A full-time employee shall earn one year of service for each full year of service from his/her date of hire to his/her next anniversary date.

7.3: Probationary Employees: All full-time employees shall serve a probationary period of one (1) year uninterrupted by any type of service break, during which time they will be termed "probationary employees". All part-time employees shall be on probation for a period of 1700 hours actually worked.

- A. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- B. During the probationary period a full-time employee shall be eligible for employee benefits according to the following:
  - 1. Life Insurance: Full-time employees shall have this benefit from date of hire.
  - 2. Sick Leave: Full-time employees shall accumulate sick time from date of hire.
  - 3. Blue Care Network Health Plan: A full-time employee, during the first three (3) months of employment, may elect to obtain coverage provided the employee pays one hundred percent (100) of the premium. Upon completion of three (3) months of employment, the employer shall pay eighty percent (80) of the premium for such coverage. Effective July 1, 2012.
- C. After an employee has successfully completed that employee's probationary period of employment, such employee shall become a seniority employee and seniority shall start as provided for in Section 6.2 of this Agreement. While on probation an officer shall be under the direction of the Chief of Police and shall not be assigned to a permanent shift but rather will be placed on shifts according to training needs of the probationary officer at the discretion of the Chief of Police. A probationary officer's shift shall have no effect on the shift selection of regular full-time officers.

1. After a full-time employee has completed his/her probationary period, the employee shall be considered to have acquired seniority retroactively to the last date of hire.
  2. After a part-time employee has completed his/her probationary period, the employee shall be considered to have acquired seniority retroactively to the last date of hire.
  3. A part-time employee who has completed his/her probationary period and who transfers or promotes to a full-time position shall maintain his/her date of hire for all seniority purposes with the exception of completing a new probationary period as a full-time employee as set forth above.
  4. A part-time employee who has promoted or transferred to a full-time status shall be, during his/her probationary period, subject to discipline and/or discharge without recourse to the grievance procedure.
- D. When a part-time employee promotes to a full-time position, the part time employee shall serve a new probationary period of one year as a full-time employee. The Chief of Police may, at his/her discretion, extend the probationary period of a part-time or full-time employee up to 850 hours in the case of a part-time employee and up to six months in the case of a full-time employee.

7.4: Break in Seniority: Seniority will be broken for the following reasons:

- A. If the employee quits;
- B. If the employee is discharged for just cause;
- C. If the employee is absent from work longer than three (3) consecutive work days without properly notifying the City by (1) registered mail, (2) telephone call confirmed by registered mail, (3) telegram, or (4) in person, unless he/she

presents satisfactory reasons for failure to notify and for being absent more than three (3) work days;

- D. Failure to return to work within five (5) working days from recall, if notified by certified mail;
- E. Failure to return from a leave granted pursuant to Article VII.
- F. If the employee retires.

7.5: Layoff and Recall Procedure: In the event of a reduction of force or layoff, all part-time employees shall be laid off first according to inverse seniority; as to full-time employees, those having the shortest service shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greatest seniority has the ability to perform the work available. The City may use police reserves as the need arises provided that in the event any employee of the current bargaining unit is placed on layoff the City will not use police reserves to perform the regular duties of full-time police officers.

7.6: Reserve Training: The City will ensure that all reserve employees have attended and satisfactorily completed an accredited and/or approved MCOLES (Michigan Commission on Law Enforcement Standards) training academy or program. Reserve employees shall adhere to all established department rules and regulations. Reserve employees shall satisfactorily participate and complete all mandated and/or required training as the department management or City requires. Reserves shall not replace full or part-time employees or to erode the bargaining unit.

7.7: Notice of Job Openings: When vacancies occur or new jobs are created within the unit a notice shall be posted on the bulletin board for ten (10) working days during which time the employees within the unit may sign for such jobs. As an alternative to allow speedier action, a City representative may bring the opening directly to the attention of each employee within the unit who is working and request he/she sign within twenty-four (24) hours, if interested.

7.8: Promotions: Vacancies and promotions to higher positions within the bargaining unit shall be made from the

bargaining unit, and shall be governed by the most senior employee advancing to the next highest rank within the bargaining unit.

It is specifically agreed and understood that presently the next highest rank outside of the bargaining unit is the rank of sergeant. Only full-time employees are eligible for promotion to the rank of sergeant.

- A. Vacancies in the rank of sergeant shall be filled from the Belleville POAM unit. Employees having five (5) or more years of seniority shall be eligible to apply for promotion to fill a vacancy in the rank of sergeant.
- B. Promotion to sergeant shall be based on the following formula:

**Written Test      45%**

[An employee must receive a minimum score of 70 on the written exam to be considered in the remaining promotional process (oral & seniority)]

**Oral Interview    40%**

**Seniority            15%**

**Total                100%**

The written test shall precede the oral interview.

- C. The written test shall be administered by the City Manager or his/her designee.
  - i. The written test shall be an acceptable, best practice standard promotional exam and/or a MCOLES approved promotional examination.
  - ii. The test shall be administered a minimum of two (2) weeks after written notice of the test date is announced and posted in the squad room.
- D. Oral Interview
- E. Establishing an Eligibility List

- i. An eligibility list for certification shall be based on average total score. The three (3) highest scoring candidates shall be placed on the eligibility list and shall be certified by the Civil Service Commission. The individual with the highest score shall be awarded the promotion.
  - ii. Such completed list shall expire three (3) years from date of certification.
  - iii. In the event that all eligible applicants fail to meet standard requirements, or the certified eligibility list is exhausted before expiration, the City reserves the right to establish an alternate eligibility list.
- F. Seniority scores shall be determined as follows:

|                                      |      |
|--------------------------------------|------|
| Greater than 5 years up to 7 years   | 50%  |
| Greater than 7 years up to 9 years   | 60%  |
| Greater than 9 years up to 11 years  | 70%  |
| Greater than 11 years up to 13 years | 80%  |
| Greater than 13 years up to 15 years | 90%  |
| Greater than 15 years                | 100% |

7.9: Temporary Part-time Position: The City shall continue to have the right to employ temporary or part-time employees (maximum of three (3) part-time/temporary employees). Part-time or temporary employees shall be assigned to a regular work shift in accordance with this agreement. Under no circumstances will the City use the services of part-time or temporary employees more than a maximum of 3400 hours per calendar year (excluding court time). All employees, part-time or temporary employees shall be placed on the overtime hours worked equal to the highest number of hours worked by any officer on the list. All temporary or part-time employees must be laid off prior to the layoff of any full-time employee.

- A. In the event that a full-time employee calls in sick/ill for his/her shift as required, the City may use part-time employees to cover the full-time employee absence. If a part-time or temporary employee is unavailable, the shift shall be filled by a full-time bargaining unit employee.

- B. In the event that full time employee takes compensatory time or vacation time, the City shall not use part-time or temporary employees to fill the vacated shift unless all full-time employees refuse the shift, that shift may be offered to part-time or temporary employees.
- C. The Chief of Police or his/her designee may order the lowest employee listed on the overtime sheet to fill the vacated shift.
- D. If neither a full time or part-time employee is available to take the shift, the shift may be offered to the reserve employees.

7.10: Promoted Employee's Status: Any employee promoted out of the bargaining unit may be returned to the unit in his/her former job, in the event:

- A. The employee does not perform his/her new job satisfactorily within the first twelve (12) months of the promotion date.
- B. The job is eliminated.
- C. The employee voluntarily requests to return to his/her former job in the bargaining unit.

The employee shall not accumulate seniority for the time he/she was out of the unit. If the employee exercises his/her right to return to his/her former job, he/she will have one hundred twenty (120) days from the start of his/her present job to request a return to his/her previous position. The employee shall not accumulate seniority in the bargaining unit after one (1) year promoted position.

7.11: Seniority and Seniority Lists: The Seniority lists on the day of this Agreement will show the name, job title, length of service and department of all applicable employees of the Department entitled to seniority. The Employer will keep the seniority lists up to date at all times, and will provide the Union with updated copies every six (6) months. A full-time qualified employee, when assigned to work to a higher classification, shall

receive the higher rate of pay for those hours worked a higher pay classification for the day. When an employee is assigned work in a lower classification during a work day, he/she shall not suffer a reduction in pay.

7.12: Seniority of Steward: Notwithstanding his/her position on a seniority list, the Chief Steward in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her classification which he/she can perform. The Chief Steward shall be a permanent employee and shall have completed his/her probationary period in his/her current position.

7.13: Shift Selection: Full time officers shall remain on permanent shifts and shall be entitled to select shift preference in accordance with seniority. Full-time and part-time officers shall bid for their preferred shifts separately with full-time officers having first choice and part-time officers filling the remaining vacancies. The shift selection will be every four (4) months. Shifts will be defined as day shift - 7:00 am. to 3:00 p.m.; afternoon shift 3:00 p.m. to 11:00 p.m.; midnight shift 11:00 p.m. to 7:00 am., swing shift 8:00 p.m. to 4:00 a.m. Shifts will be worked five (5) consecutive days with two (2) days off. The City and the Union may vary the stated shift schedule by mutual agreement provided, however, the Chief of Police shall have the right to override any selection when in his judgment the officer involved requires closer supervision on another shift. The decision of the Chief of Police will be in writing and will state the reasons for his actions. The Chief of Police, in the event of an absence, vacancy due to an employee who has quit, retirement without prior notification, or other manpower shortages, may in his discretion change the starting time and/or scheduled days of work of an officer.

7.14: Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.

7.15: SRO (School Resource Officer)/Special Assignment Position. School Resource Officer position shall be considered a special assignment within the bargaining unit. The SRO position shall be available and continue to exist so long as the City of Belleville and Van Buren Public Schools continues to fund it. The following criteria will be used to determine and regulate the SRO special assignment.



- A. An officer interested in the SRO position must bid for position when there is an opening.
- B. An officer assigned as SRO may only hold the position for a maximum of four (4) years.
- C. A bid for a new officer shall be completed six (6) months prior to the expiration of the four (4) year term.
- D. In the case that no officers bid for the SRO assignment, the current SRO may remain in the schools with an annual re-bid for that position.
- E. During the months of June, July and August (school summer break), the SRO must be assigned to a department shift as outlined in CBA Section 6.13.
- F. The Chief of Police will assign the SRO to the defined shift. The shift must be a shift that remained unfilled by the normal shift bidding process. The SRO will not be eligible for normal shift selection while assigned. The SRO will not have the ability to "bump" other bargaining unit members for their shift selection even though the assigned SRO may or may not have departmental seniority over said member.
- G. Overtime for SRO activities are given only to assigned SRO.
- H. In order to be considered for SRO position, officers must submit their interest in writing and obtain written recommendation from Chief of Police. Officer must also complete an oral interview with Chief of Police, City Manager and School Board.

ARTICLE VIII  
LEAVE OF ABSENCE

8.1: Leaves Permitted: Upon written application, written leaves of absence may be granted by the City Chief of Police with approval of the City Manager for leaves of less than one (1) year or the City Council for leaves in excess of one (1) year.

8.2: Sick Leaves: Sick leaves, including maternity leave, shall be granted at no loss of seniority based on medical certificate, not to exceed one (1) year.

8.3: Cancellation of Leave: Any leave of absence granted for sickness or disability may be canceled and revoked if a qualified physician hired by the City, and agreed to by the Union Representative, issues a written report stating that said employee is able to return to his/her former employment without danger to health. In any case, a medical certificate has to be presented prior to reinstatement.

8.4: Union Activities: The City shall allow one (1) employee a maximum of two (2) days per year to attend Union sanctioned conventions or seminars without loss of pay or benefits.

ARTICLE IX  
HOURS OF WORK AND OVERTIME

9.1: Work Schedule: The work schedule for full-time employees shall be twenty (20) days of twenty-eight (28) calendar day period, unless mutually agreed upon by both parties.

9.2: Work Days: All full-time work days shall be eight (8) straight hours including a thirty (30) minute lunch period and two fifteen (15) minute coffee periods during which periods the officers are subject to call; time may be taken consecutively. Employees will be allowed to take a lunch period at a location which is no more than one (1) mile from Belleville City limits.

9.3 Hours of Work: The shifts and hours of employment shall be posted regularly by the Chief of Police and at least one (1) month in advance.

9.4: Trading Work Days: Subject to Departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days with the consent of the Chief of Police or his designee provided no overtime is involved.

9.5: Changing Shifts: Members of the Police Department, with the consent of the Chief of Police or his designee, may be permitted to change shifts.

9.6: Overtime: Any time worked in excess of eight (8) hours per day and forty (40) hours per week shall be compensated at the rate of time and one-half (1 1/2). Provided, however, upon request by an employee, such employee shall be credited with one and one-half (1 1/2) hours of compensatory time off for each hour of actual overtime worked. Any hour of work paid for under the provisions of this section shall not be considered for pay under any other section of this Agreement. In the event a part-time employee is required to work more than eight (8) hours in the same work day, that employee shall be compensated at one and one-half (1-1/2) their hourly rate of pay for hours worked over eight (8).

9.7: Distribution of Overtime/Shift Overtime: Overtime hours shall be rotated and distributed equally in each calendar year among all patrol officers providing they make themselves available. If a vacancy occurs and an officer must be scheduled to fill the opening, it must first be offered to full-time patrol officers starting with the officer with the lowest number of hours on the overtime list to the officer with the highest number of hours until the opening is filled. If all the full-time officers refuse the opportunity to work it shall then be offered to part-time patrol officers starting with the lowest overtime hours worked and so on until the opening is filled. When a new employee becomes eligible to work overtime they shall be credited with the same number of hours on the list. A schedule of overtime hours accrued shall be posted weekly and reviewed quarterly by the Committee and Management. Employees shall not be required to work overtime under the following circumstances.

- A. Except in the case of an emergency an employee shall not be ordered to work consecutive midnight and day shifts. It will be at the employee's option if the overtime is to be for more than four (4) hours immediately following his/her shift.
- B. Any scheduled shift overtime shall be within a reasonable time by Management. If an employee is not notified at least forty-eight (48) hours in advance of anticipated overtime and while he/she is currently low on the overtime list, he/she may refuse the overtime without penalty.
- C. When an employee is on regularly scheduled leave days and the employee has previously scheduled vacation or compensatory time off for five (5)

consecutive days or more, Management will not penalize the employee for refusing any overtime hours scheduled during this time off.

- D. If all the aforementioned conditions have been exhausted, Management shall order the employee with the lowest amount of hours on the overtime list to work.

9.8:

- A. Call-in-Pay: Whenever a full-time employee is called in on request of Management other than his/her time, he/she shall be paid at the rate of time and one-half (1 1/2) for the actual hours worked, but the employee shall be guaranteed a minimum of four (4) hours unless it is an extension of the regular shift of the employee. For the purpose of clarification, extension will mean either before or after the regular shift of the employee as long as the extension is continuous with the employee's regular shift.
- B. Whenever a part-time employee is called in on request of management other than his/her time, he/she shall be paid at the rate of pay at time and one-half (1-1/2) rate of pay.

9.9: Court Time: When a full-time or part-time employee is required to appear in court at times other than during his/her/her regular shift, he/she will be compensated at the rate of time and one-half (1-1/2) of the regular hourly wage, including travel time to and from court, unless otherwise indicated by the employer. The employee, upon request, shall be credited with one and one-half (1/2) hours of compensatory time off for each hour devoted, with a minimum of four (4) hours.

9.10: Bargaining Time: The designated Union representative engaged in bargaining during his/her regular scheduled working period shall be paid his/her regular hourly rate. The Union shall be allowed at least two (2) additional representatives without pay.

9.11: Holiday Pay: All full-time employees on the seniority list will be paid straight time for the following holidays:

|                       |                        |
|-----------------------|------------------------|
| New Year's Eve        | New Year's Day         |
| Washington's Birthday | Easter Sunday          |
| Memorial Day          | Fourth of July         |
| Labor Day             | Thanksgiving Day       |
| Day After             | Christmas Eve          |
| Thanksgiving          | Martin Luther King Day |
| Christmas Day         | Good Friday            |
| Employee's Birthday   |                        |

Provided, however, that in the event a full-time employee works on any such holiday he/she shall be paid for hours worked at time and one-half (1-1/2) the straight time rate in addition to being paid for said holiday. Employees must work the day prior to and the day following the holiday or be on an approved off-day in order to qualify for holiday pay. An employee whose birthday falls on one of the aforementioned holidays will be given an additional holiday and not be compensated for two (2) holidays in one (1) day. Any part-time employee who works any of the above-named holidays shall be paid for hours worked at time and one-half (1-1/2) their rate of pay in addition to being paid for said holiday.

9.12: Payment of Compensatory Time Off: At no time shall any employee be allowed to accrue more than eighty (80) hours compensatory time. The employee shall choose at the time the overtime is worked to be paid in accordance with Section 8.6 or may choose compensatory time in lieu of payment. The City shall only be responsible for payment of compensatory time at such time at the employee separates from the city; or if the employee submits a written request within the last ten (10) days of each quarter for payment in the first month of the next quarter.

9.13: Use of Compensatory Time: Requests for compensatory time off shall be made within seventy-two (72) hours prior to usage, unless mutually agreeable to the Employer and the employee. Such request shall not be arbitrarily denied.

ARTICLE X  
WAGES

10.1: Classification and Rates: The schedule of classification and rates for all employees subject to the terms of this contract are presented in Appendix A.

Part-time officers shall be paid at a rate of \$16.00 per hour, or at a higher hourly rate as may be set from time to time by the City Council.

After eight (8) years or more of seniority, a full-time patrolman will be considered a senior officer and will be allowed to wear corporal stripes to designate this status.

- A. The City agrees to pay four (4) hours per month of compensatory time to individual departmental Field Training Officers (FTO) while actively engaged in FTO duties. This pay is to be issued to departmental FTOs on the pay period following completion of training phases (I through IV) as defined by the Belleville Police Department FTO training regimen.

10.2: Transportation Allowance: The City shall furnish transportation whenever required for official business. In the event private cars are driven on official business, mileage is allowed at the rate allowed by the Internal Revenue Service.

10.3: Jury Duty: The City agrees to pay a full-time employee who serves as a juror in any court, for each day of jury service for which he/she otherwise would have worked, the difference between his/her earnings as a juror and his/her straight time hourly earnings, in order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee shall be assigned to the daytime shift during the period he/she is serving as a juror. Provided, however, this section shall not apply during any period in which the employee might be laid off.

10.4:

- A. Bereavement Leave: A full-time employee will be allowed five (5) consecutive days off with pay from the date of death not including scheduled days off, in case of death of the full-time employee's parent, child, stepchild, spouse, mother-in-law, father-in-law, and grandparents. A full-time employee will be allowed three (3) consecutive days off with pay from the date of death not including

scheduled days off, in the case of death of the employee's brother, brother-in-law, sister or sister-in-law providing that the employee attends the funeral.

- B. In case of death of an employee's brother, brother-in-law, sister, sister-in-law, a full-time employee will be allowed five (5) consecutive days off with pay, from the date of death not including scheduled days off, to attend the funeral, if the funeral is held more than 120 miles from the City of Belleville.

10.5: Penalty for Tardiness: When an employee is late for his/her work shift, by less than fifteen (15) minutes, he/she shall be penalized one-quarter (1/4) hour. When an employee is late by more than fifteen (15) minutes or more, his/her pay for that shift shall begin with the next one-quarter (1/4) hour.

10.6: Overtime Pay: Overtime shall be paid at the rate of time-and-one-half (1 1/2) of the normal rate which for the purpose of this Agreement shall be deemed to be the base salary of such full-time employees divided by Two Thousand Eighty (2,080) hours.

10.7: Meals: The City shall pay a meal allowance of seven (\$7.00) dollars for all employees who work twelve (12) hours or more in any one shift. The City shall also pay a meal allowance of seven (\$7.00) dollars for all employees attending court cases when the court recesses for lunch and the officer is required to return to court after lunch and for employees attending all-day training programs.

10.8: Light Duty Status: In the event a full-time employee is unable to perform his/her duties as a police officer because of sickness or disability, he/she may be assigned to clerical or administrative police duties at the option of the City Manager, provided there is such work to be done.

ARTICLE XI  
VACATIONS

11.1: Vacation Schedule: Vacation schedules shall be completed and posted by the Employer by the tenth (10th) day after

the shift schedules are posted. The selection of vacation time shall be governed as follows: Part-time employees are not eligible to receive vacation benefits.

- A. The Chief of Police or his/her designee shall post a directive stating when employees are to make their vacation selections, such directive shall correspond with shift selection. Vacation Selections will be accepted upon posting of completed shift selections and at least 30 days prior to pending shift selections starting.
- B. If the employee's selections are not submitted timely, such selections shall be forfeited if the same selections had been submitted by another employee in a timely manner.
- C. Seniority shall be the prevailing factor in all selections of ten (10) working days only.
- D. After vacation selections are posted, they may not be changed unless by mutual consent of the Employer and the employee involved.
- E. On any given day, one member of the bargaining unit may be off on vacation leave, except during the annual Strawberry Festival and bona fide emergencies.
- F. After schedules have been posted, additional vacations will be granted on a first come basis. Such requests will be made at least two (2) weeks in advance.
- G. Vacations of officers outside the bargaining unit shall have no effect on vacations of members of the bargaining unit.
- H. Vacation request shall have priority over compensatory time requests.

11.2: Definition of Work: For the purpose of this Article, a week's vacation shall be defined and consist of five (5) working days.



11.3: Length of Vacation: Employees shall be entitled to the following annual vacation:

| <u>Years of Continuous Service Completed</u>        | <u>Working Days<br/>Vacation</u> |
|---|----------------------------------|
| Zero to at least one (1) year                       | 5 days                           |
| At least one (1) year, but less than five (5) years | 10 days                          |
| Five (5) years, but less than eleven (11) years     | 15 days                          |
| Eleven (11) years, but less than sixteen (16) years | 20 days                          |
| Sixteen (16) years                                  | 21 days                          |
| Seventeen (17) years                                | 22 days                          |
| Eighteen (18) years                                 | 23 days                          |
| Nineteen (19) years                                 | 24 days                          |
| Twenty (20) years or more                           | 25 days                          |

11.4: Sickness/Disability: Absence on account of sickness or disability in excess of that provided for in this contract for such purposes, may, at the request of the employee be charged against the employee's vacation leave or compensatory time or both. Requests by other members of the bargaining unit who wish to donate time from their vacation or compensatory time bank to any employee who has exhausted his/her hours shall not be arbitrarily denied.

11.5: Vacation Call-Back: In the event the employee is called back to work from his/her scheduled vacation, he/she shall be compensated by returning to the employee on a one (1) vacation day for one (1) work day ratio those vacation days lost due to call-back, or the employee may option to be paid at one and one-half (1 1/2) times his/her regular rate of pay for vacation day worked.

11.6: Pay Advance: If a regular pay day falls during an employee's vacation and he/she is scheduled to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Treasurer for his/her check three (3) weeks prior to leaving to be eligible for pay advance.

11.7: Accumulation of Vacation: No employee may accrue more than thirty (30) days' vacation. If the amount of accrued vacation days should exceed the thirty (30) day maximum, any days in excess shall be paid to the employee at his/her then current rate of pay, payable on the first pay upon meeting 30-day maximum. Upon leaving the employ of the City for any reason such employee shall be

remunerated at his/her then current rate of pay for all accumulated vacation days.

- A. Eligibility to cash in up to five (5) vacation days shall not exist in the event the employee has not used fifty (50%) percent of his/her annual vacation.

11.8: Payment for Accrued Vacation: Employees upon retirement or leaving the City's service, shall be paid for all accrued vacation, subject to the provisions of the foregoing sections.

11.9: Vacation pay will not be attributed as part of a retiring employee's Final Average Compensation (FAC).

ARTICLE XII  
DUTY RELATED INJURY

12.1: In the event full-time employee is injured in the performance of their duties either on or off duty, said employee will lose no sick time benefits or loss of pay as a result of such injury during the statutory waiting period for workers' compensation. In the event an employee is eligible for benefits provided by the State's Workers' Compensation law, the City will stop paying the eligible employee any salary once the employee begins to receive workers' compensation payments. While the employee is eligible to receive workers' compensation benefits, the employee will continue to receive all benefits eligible to other bargaining unit members. An employee may not receive payment for workmen compensation and the City during the same period. Any monies received by the employee as wages shall be reimbursed to the City if the employee receives workers' compensation benefits for the same period of time, up to the amount of workers' compensation benefits received by the employee.

ARTICLE XIII  
SAFETY AND EDUCATION

13.1: Health and Safety Measures: The City and Union will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

13.2: Unsafe Conditions: It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question.

13.3: Equipment: Proper equipment shall be provided by the Employer to the employee while on duty. The following shall be considered as listing of the minimum proper equipment:

- A. Standard bullet proof vest which shall be replaced as per the manufacturer's standards.
- B. Nightsticks or ASPA Batons or other similar approve item.
- C. Helmets
- D. Rechargeable "Streamlight" Flashlights
- E. Sanitary Gloves
- F. Raincoats

In addition to the above-named equipment, the City agrees to properly maintain at least two (2) patrol vehicles, and the newest vehicle shall be placed into service as the "primary" patrol vehicle.

Such Vehicles Shall Be:

- A. Police - Package vehicles with factory installed air conditioning, rear window defogger, intermittent windshield wipers and dual side view mirrors.

Each patrol vehicle shall be equipped with:

- B. Scanning head police radio, overhead emergency lights, 100-watt siren, prisoner safety shield, first aid kit, CPR mask, flares, fire extinguisher, pry bar, oxygen, 100-foot length of rope, overhead mounted shotgun rack and two (2) sets of ignition keys and disposable rubber gloves.

13.4: Ammunition and Weapons: Ammunition shall be allotted to all officers at the Employer's expense for all practice shoots and all qualifying shoots. Ammunition will be provided for the department issued weapons that are recognized under this section of the agreement. A minimum of one hundred (100) rounds of ammunition will be provided for each shoot to each employee. The Employer shall provide each full-time employee with a serviceable Glock Gen-4 9mm semi-automatic pistol. The Employer agrees to repair or replace any weapon damaged during the employee's normal course of his/her duties.

The Employer shall provide each full-time and part-time officer with a serviceable Glock Gen-4 9mm semi-automatic pistol and ammunition at no cost to the officer. The Employer agrees to repair or replace any weapon damaged during the employee's normal course of his/her duties.

13.5: Schooling and Training: Transportation and other expenses approved by the Chief of Police or his/her designee shall be reimbursed to the employee. Any schooling or in-service training assigned by the administration occurring on a leave day will be paid at one and one-half (1 1/2) the regular rate with travel time to be included as part of school time.

13.6: Qualification of Guns: Semi-annual qualifications shall be made during the employee's regular tour of duty for service pistols. All other weapons shall be fired at least semiannually. All qualifications shall be at an NRA approved course of approved pistol range.

13.7: Car Crews after Dark: There shall be two (2) men crews in all police cars from 8:00 p.m. to 4:00 a.m., however, the City, at its discretion, may elect to have two (2) one-man cars on the road between the hours of 8:00 p.m. and 4:00 a.m. If the City elects this option, it must make certain the one (1) sworn full-time officer is available per car. If one or more of the scheduled sworn full-time officers is unable to report for duty for any reason, the vacancy shall first be offered to nonscheduled full-time sworn officers. If the City is still unable to find a willing replacement, the opportunity to fill the vacancy shall next be offered to part-time sworn officers and then sergeants. If the City is unable to honor this obligation then a double staff car is to be used. The purpose and intent of this provision is to make certain that under no circumstances are reserve officers placed alone in a car. The City agrees that under no circumstances will

the City have a reserve officer working in a car without the presence of a sworn (paid) member of the police department. The intent of the one-man car change is to enhance visibility during certain times during the year or if special circumstances warrant same. The provision will not be used to reduce the bargaining unit.

For the two (2) person vehicles, one (1) person shall be a full-time patrol officer, and the second person may be a part-time employee or a reserve officer. In the event that a full-time or part-time officer is unable to work the hours between 8:00 p.m. and 4:00 a.m. or any other allotted time slot during those specified hours, a reserve officer may be permitted to fill the needed shift. All avenues to fill this needed shift with a full-time/part-time officer as outlined in this section must be exhausted. The full-time officer assigned to that shift must be notified in advance of shift and approve the reserve officer assigned.

13.8: Safety Committee: A Safety Committee shall be established and will consist of one (1) full-time police officer from the bargaining unit, the Police Chief or his/her designee, the City Manager, and a member of the City Council. The Committee shall study and make recommendations on the purchase of new police department equipment, and maintenance of existing equipment.

ARTICLE XIV  
BENEFITS

14.1: Sick Leave: Full-time employees shall be entitled to twelve (12) days sick leave per year which shall accrue at the rate of one (1) day per month. Sick leave will be credited to each employee and may only be used after it has been accrued. Only one hundred twenty (120) days of an employee's total accumulation of sick leave shall be used for personal illness of the employee's spouse or children. The employee may use an unlimited number of sick leave for his/her own personal sickness and shall have unlimited accumulation of sick leave. Employees separated from the City service shall receive one-half of their accumulated sick leave days to a maximum payment of sixty (60) days (one hundred twenty accumulated sick leave days) and the remaining days, if any, shall be forfeited. After an employee is off on sick time for three (3) days the Employer may require proof of illness from the employee.

14.2: Hospital and Medical Insurance:

- A. The City has enacted the healthcare hard cap limits pursuant to P.A. 152 to be effective July 1, 2016. Also effective July 1, 2016, the City has adopted Blue Care Network/HMO Platinum 20% Plan for all its employees. The healthcare plan, otherwise known as Suite D - Blue Dental PPO 100/80/50 (50/50/50) with a \$1,000.00 annual maximum and Blue Vision 12/12/24. Suite D is comprised of four (4) health care options see Appendix B). Each employee shall be given a choice to select which of the four (4) health care options as outlined in Appendix B. Each selection is subject to open enrollment restrictions and other benefit related conditions outlined in the CBA between the City and the Union.
- B. Health Insurance Buy-Out: Regular, full-time employees shall, at the beginning of the month following completion of three (3) months of service, be entitled to Five Hundred (\$500.00) Dollars per month for each and every month that they opt not to be covered by the City's health insurance benefit plan. In order to qualify for this benefit the employee:
1. Must file a written request on the form provided by the City Manager's Office that states that the employee wishes to drop their City-provided health care insurance because they have alternative health insurance through another source.
  2. May be required to submit additional documentation that they have health insurance. The intent of this is to help make certain that employees are protected through some health insurance program.
  3. The first month the City begins saving money as a result of the employee opting off the healthcare plan as per the above conditions, the City shall pay the employee an additional Five Hundred (\$500.00) Dollars as an incentive to participate in the program. The employee

shall be paid this amount each and every month thereafter that the City saves money as a result of their participation in this cost savings program.

4. Any employee who participates in the program who desires to rejoin the health plan may do so, under the following: loss of other coverage and/or open enrollment offered by Blue Care Network or the City.

- C. Optical. Each participating employee and eligible dependents will be enrolled in Blue Vision Adults-only SG with VSP Choice Network 12/12/24 plan.

The City shall have the option to change carriers at its discretion provided there is no reduction in the level of benefits; and further provided the Union received a minimum of sixty (60) days advance notification and has the opportunity to meet with the City Manager.

- D. Dental. Each participating employee and eligible dependents will be enrolled in Blue Dental PPO(sm) 100/80/50 (50/50/50) SG-Non-voluntary \$25/\$75 (\$50/\$150) deductible; \$1,000 annual maximum plan.

14.3: Life Insurance: The City shall pay the total cost of a group life and accidental death and dismemberment insurance policy for each full-time employee of not less than Fifty Thousand (\$50,000) Dollars during the period in which the employee actually employed with the City.

14.4: Uniform and Cleaning Allowance:

- A. The City shall pay Five Hundred (\$500.00) Dollars to each full-time employee of the Police Department as uniform allowance, each year, payable quarterly, subject to approval of the Chief of Police. The employee shall be allowed to maintain a level of five (5) complete uniforms with said uniform allowance. The City shall also pay a cleaning allowance of \$400 annually to each full-time employee of the Police Department, payable quarterly. A total of \$900.00 annually to be paid

for by the employer for uniform and cleaning allowance.

- B. All part-time employees will be eligible for a \$450.00 Uniform Allowance which is to be paid by the employer to eligible part-time employees as outlined for full-time employees.

The Chief in his discretion, may order semi-annually uniform inspection and shall have the right to disqualify non-conforming uniforms and require the officer to replace all non-conforming items damaged in the course of duty.

14.5: Pension Program:

- A. Retirement benefits shall be in accordance with the existing plan for full-time employees and full-time policemen of the City heretofore adopted. The City will pay the employee's contribution of the plan and beginning June 30, 1985 the City will provide the F-50 (25) program, effective July 1, 1990 the 8-2 program and effective June 30, 1991 the E-2 program, at no additional cost to the employee. Effective April 1, 2003 Benefit program B-2 shall be changed to 8-4, and employees shall contribute five percent (5) of pre-tax wages into the MERS pension program. Effective June 1, 2006, the FAC-3 program shall be implemented and employees shall contribute an additional one and sixteen hundredth percent (1.16%) of pre-tax wages into the MERS pension program.
- B. Effective July 1, 2016 the City shall establish a MERS pension program for all new full-time hires employed on or after July 1, 2016. The MERS pension program for newly hired employees under this section shall include the following: E-2 program w/1.50% multiplier, 60/10 vesting requirement, 55/25 retirement condition, FAC-3, pre-tax 5% member contribution and a 2.42% minimum employer contribution. The City shall modify the established multiplier to equal any and all state mandated amount if multiplier so changes.



C. Effective July 1, 1999, the City shall provide hospital/medical insurance for an employee retiring on or after that date in accordance with the following conditions:

1. The hospital/medical insurance coverage shall be for the retiree only with twenty-five (25) years or more of service. The retiree will be responsible to pay the premium for any spouse or dependent coverage.

Effective April 1, 2003, the spouse of an employee retiring after that date shall be eligible for the same hospital/medical insurance coverage as the retiree until the retiree's death, subject to the following limitations:

- a. The spouse is at least 50 years old.
- b. The spouse must be enrolled in and covered by Medicare (Parts A and B) at age sixty-five (65) or earlier if available. The coverage provided by the City shall be supplemental to such Medicare coverage.
- c. The spouse does not have access to any other hospital/medical insurance coverage as an employee or retiree of another employer. If the spouse does have such access, then the spouse must take such coverage and will not be eligible for coverage with the City of Belleville.
- d. If the retiree's spouse is not eligible for coverage paid by the City, then the retiree may opt to pay the premium cost for the spouse to obtain coverage with the City. If the retiree is deceased, the surviving spouse may opt to pay the premium cost to obtain coverage with the City, subject to the provisions in effect at the time the decision to pay the premium is made.

- e. Effective July 1, 2012 retirees, healthcare cost share will be the same as active employees.
  
- 2. The hospital/medical insurance coverage provided to the retiree shall be the same coverage as provided to active employees in Article 13.2. In no event shall the City be obligated to pay premiums for hospital/medical insurance benefits for the retiree which exceed that paid for active employees.
  
- 3. To be eligible to receive, and to be eligible to continue, the hospital/medical insurance coverage provided for herein, the retiree must be enrolled in and covered by Medicare (Parts A and B) at age sixty-five (65) or at an earlier age if available. The hospital/medical insurance coverage provided by the City shall be supplemental to such Medicare coverage.
  
- 4. In the event that a retiree obtains employment elsewhere after his retirement, where hospital/medical insurance is provided, the City shall no longer be obligated to provide hospital/medical insurance coverage while the retiree is so employed. The retiree will provide the City with an update on his status as requested by the City or at least on an annual basis. In the event the coverage is lost the retiree will be entitled to coverage under this Section once again.

14.6: Short-term Disability. The Employer shall provide to the members of the bargaining unit the same short-term disability benefit which is in effect for the DPS and Clerical Employees, effective February 1, 2005.

ARTICLE XV  
DISCHARGE AND DISCIPLINE

15.1: Discipline and Discharge: The Employer shall not discipline or discharge any employee with seniority without just

cause. The Employer agrees that in imposing discipline, the City will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past.

15.2: Work Rules: The Employer shall have the right to impose work rules spelling out standards of expected employee conduct, providing that such rules are presented as required in Article 111, Section 3.5 elsewhere in this Agreement.

15.3: Warnings: The Employer agrees that it will give written warnings prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge, or where the misconduct is in violation of a posted work rule requiring no warnings.

15.4: Grievances: Grievances protesting discipline or discharge must be filed within five (5) working days after the action was taken and failure to abide by such time limit shall be construed as a waiver, by both the Union and the employee or employees involved of any protest of the action.

15.5: Power of Discharge and Discipline: As set forth in the Belleville Charter, the City Manager has the duty to direct, supervise, and coordinate the work of the Police Department, and is directly responsible to the City Council. In accordance with the provisions, the employee shall only be bound by the disciplinary action of the Chief of the Police or the City Manager.

15.6: Verbal Reprimand:

- A. The procedures outlined above shall be applicable in all disciplinary proceedings, except for verbal reprimands which exempt from the provisions of this Agreement.
- B. Verbal reprimand may be placed in employees file for no more than one year.

15.7: Presentation of Changes: In the event of investigation of an employee reaches the point that formal charges will be brought against an employee, those charges shall be reduced to writing and presented to the employee. For the purpose of presenting the charges to the employee, the Chief of Police shall contact the affected employee and ask that employee to voluntarily

meet with the Chief during regular City Hall business hours, within seventy-two (72) hours of the contact. If the employee declines to voluntarily meet the Chief the charges shall be mailed, via certified mail to the employee.

15.8: Relief Pending Investigation: If any employee is relieved of duty pending investigation, he/she shall continue on the payroll until returned to duty, suspended or given disciplinary action.

15.9: Suspension Pending Investigation: In the event an employee is suspended pending investigation, for any reason, as a result of the investigation and he/she is exonerated of the charges causing the suspension, he/she shall be compensated for all back wages lost due to suspension. Such wages shall be based on regular pay hours and do not include overtime.

15.10: Procedures: Grievances arising out of the discipline or discharge procedure shall be entered directly into step three of grievance procedure.

15.11: All employees who have charges filed against them shall have the right to be represented by Officers of the Local and/or representative of the Union and/or an attorney of his/her choice at any time. No member shall be required to make any statements concerning the alleged offense prior to a hearing, and the member shall be informed that a hearing, if he/she wishes, one will be held before the Chief or his/her designated representative, not less than ten (10) calendar days from the presentation of formal charges to the accused member. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his/her personnel file.

In any event an employee is required to answer questions relative to his/her conduct, the Employer agrees that no such statement shall be used as evidence in any subsequent criminal proceeding against said employee. No employee shall be questioned concerning any charge or allegation without first having been afforded his/her Garrity rights.

15.12: When the alleged charge is unfounded or the employee is not guilty and no disciplinary action is taken, no record of the alleged misconduct shall be kept in the employee's personnel file.

15.13: If the charge is dropped, all written records of the alleged charge shall be a permanent part of the employee's personnel file.

15.14: If the alleged charges are deemed unfounded, no record of the charge shall be kept in the employee's personnel file.

15.15: Where disciplinary action has been taken, all records shall become a part of the employee's personnel file, however, within a two (2) year period of such insertion, the Employer shall cause a review to be made and unless there is substantial reason otherwise, such record shall be removed and expunged.

15.16: An employee may review his/her personnel file at any time on request to the Chief of Police.

ARTICLE XVI  
TERM OF AGREEMENT

16.1: Term of Agreement: This Agreement shall be in full force and effect beginning January 1, 2019 through December 31, 2021, and shall continue in effect thereafter until a subsequent agreement is negotiated. Either party may give written notice that it desires to renegotiate this Agreement not less than sixty (60) days nor more than ninety (90) days prior to any expiration date.


16.2: Retroactivity: This contract will be retroactive as to wages only.

16.3: Amendments: This Agreement may be amended at any time by agreement of both parties hereto in writing.

16.4: Saving Clause: This Agreement and the various parts, sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause is adjudged void, unconstitutional or invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared unconstitutional or invalid.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first written above.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

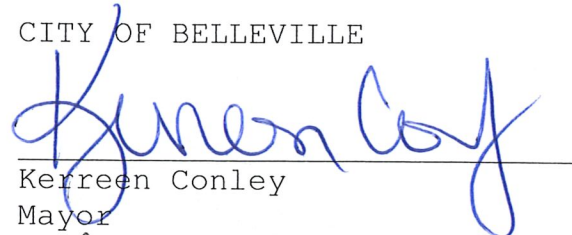
  
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Thomas K. Funke 8/12/19  
Business Agent

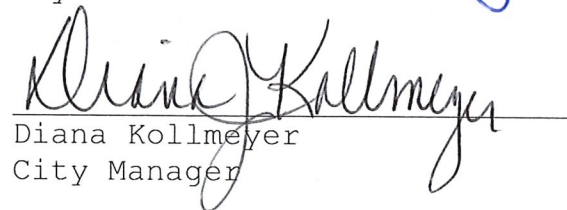
BELLEVILLE POLICE OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
Todd Schrecengost 8/12/19  
President

  
\_\_\_\_\_  
Kristin Faull  
Vice President

CITY OF BELLEVILLE

  
\_\_\_\_\_  
Kerreen Conley  
Mayor

  
\_\_\_\_\_  
Diana Kollmeyer  
City Manager

APPENDIX A  
STRAIGHT TIME HOURLY RATES

Classification

| Classification                 | 1/1/2019<br>2.5% | 1/1/2020<br>2.5% | 1/1/2021<br>2.5% |
|--------------------------------|------------------|------------------|------------------|
| Probationary<br>Patrol Officer | \$19.50          | \$19.99          | \$20.49          |
| Patrol Officer<br>1 year       | \$21.68          | \$22.22          | \$22.78          |
| Patrol Officer<br>2 years      | \$23.61          | \$24.20          | \$24.81          |
| Patrol Officer<br>3 years      | \$25.50          | \$26.14          | \$26.79          |
| Patrol Officer<br>4 years      | \$27.31          | \$27.99          | \$28.69          |
| Corporal<br>8 years            | \$27.93          | \$28.63          | \$29.35          |
| Part-Time/<br>Temporary        | \$17.07          | \$17.50          | \$17.94          |

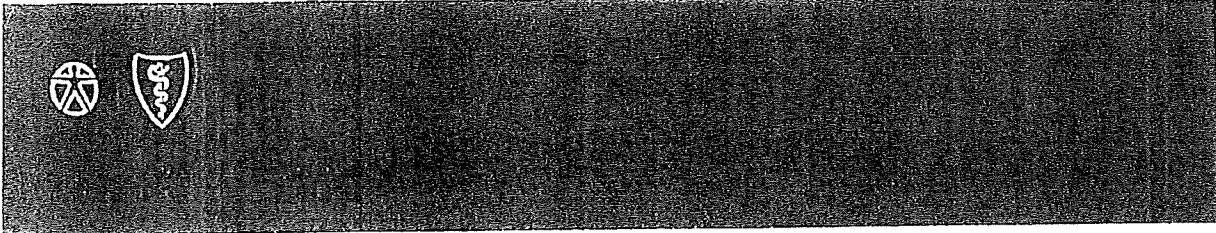
APPENDIX B

**APPENDIX B**

*Note: w/ Blue Dental PPO 100/50/50 (50/50/50) SF - Non-Voluntary FSA/FSAs (FSAs/\$100) deductible; \$1000 annual maximum and Blue Vision Adults-only SG with VSP Choice Network 12/12/24*

| Plan                                     | Deductible<br>Single/Family | Coinsurance                   | Out of Pocket Max<br>Single/Family | Office Visit/Specialist/<br>Urgent Care/Per Copays | OR                          |
|--|-----------------------------|-------------------------------|------------------------------------|--|-----------------------------|
| BCN HMO Platinum 10%                     | None                        | 10% and 50% indirect services | \$1,000/\$1,000                    | \$20/\$40/\$10/\$10                                | \$4/\$15/\$40/\$80/20%/20%  |
| BCN HMO Platinum \$500                   | \$500/\$1,000               | 0%                            | \$1,200/\$2,000                    | \$20/\$40/\$15/\$15                                | \$4/\$15/\$40/\$80/20%/20%  |
| BCN HMO Gold \$1,500 (\$1,500 EOM rider) | \$1,500/\$3,000             | 20%                           | \$4,000/\$3,000                    | \$20/\$40/\$50/\$15                                | \$4/\$15/\$40/\$80/20%/20%  |
| BCN HMO HSA Silver \$3,000               | \$3,000/\$3,000             | 0%                            | \$4,300/\$2,700                    | Covered at 100% after deductible                   | \$10/\$30/\$60/\$80/20%/20% |





**Blue Dental PPO<sup>SM</sup> 100/80/50 (50/50/50) SG – Non-voluntary  
 \$25/\$75 (\$50/\$150) deductible; \$1,000 annual maximum  
 Benefits-at-a-Glance**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Note: Pediatric members are members who are age 18 or younger on the plan's effective date. They remain pediatric members through the end of the calendar year in which they turn 19.

**Network access information**

With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll have the greatest coverage and savings when they choose a dentist who is a member of the Blue Dental PPO network.<sup>1</sup>

Blue Dental PPO network – Blue Dental members have unmatched access to PPO dentists through the Blue Dental PPO network, which offers more than 260,000 dentist locations<sup>2</sup> nationwide. PPO dentists agree to accept our approved amount as full payment for covered services – members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mbluedentist.com](http://mbluedentist.com) or call 1-888-826-8152.

<sup>1</sup>Blue Dental uses the Dental Network of America (DNoA) Preferred Network for its dental plans.

<sup>2</sup>A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices would be two dentist locations.

Members who go to non-PPO dentists can still save money through our Blue Par Select arrangement.

Blue Par Select<sup>SM</sup> arrangement – Most non-PPO dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services – members pay only applicable coinsurance and deductible amounts. To find a dentist who may participate with BCBSM, please visit [mbluedentist.com](http://mbluedentist.com).

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

|   | PPO (In-network)<br>Dentist  | Non-PPO (Blue Par Select or<br>Nonparticipating) Dentist                    |
|---|--|---|
| <b>Member's responsibility (deductible, coinsurance and dollar maximums)</b>    |  |   |
| <b>Deductible</b><br>• Applies to Class II and Class III services only          | \$25 per member, limited to a maximum of \$75 per family per calendar year   | \$50 per member, limited to a maximum of \$150 per family per calendar year |
| <b>Coinsurance (percentage of BCBSM's approved amount for covered services)</b> |  |   |
| • Class I services  | None (covered at 100%)   | 50%   |
| • Class II services   | 20%  | 50%   |
| • Class III services  | 50%  | 50%   |
| • Class IV services   | Not covered  | Not covered   |
| <b>Dollar maximums</b>  |  |   |
| • Annual maximum for Class I, II and III services                               | Combined \$1,000 per non-pediatric member per calendar year. The annual benefit maximum does not apply to pediatric members. |   |
| • Lifetime maximum for Class IV services  | Not applicable   | Not applicable  |



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 of the Blue Cross and Blue Shield Association

## Blue Vision Adults-only SG with VSP Choice Network 12/12/24<sup>SM</sup> Benefits-at-a-Glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at [vsp.com](http://vsp.com).

Note: Vision benefits are only available to covered members (subscribers, spouses and dependent children) age 19 and older. Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

|  | In-network  | Out-of-network  |
|--|---|---|
| <b>Member's responsibility (copays)</b>  |   |   |
| Eye exam   | \$5 copay   | \$5 copay applies to charge   |
| Prescription glasses (lenses and/or frames)  | Combined \$10 copay   | Member responsible for difference between approved amount and provider's charge, after \$10 copay   |
| Medically necessary contact lenses   | \$10 copay  | Member responsible for difference between approved amount and provider's charge, after \$10 copay   |
| <b>Eye exam</b>  |   |   |
| Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.  | \$5 copay   | Reimbursement up to \$34 less \$5 copay (member responsible for any difference)   |
|  | One eye exam every 12 months (calendar year basis)  |   |
| <b>Lenses and frames</b>   |   |   |
| Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.<br>Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor. | \$10 copay (one copay applies to both lenses and frames)  | Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)  |
|  | One pair of lenses, with or without frames, every 12 months (calendar year basis)   |   |
| Standard frames<br>Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.  | \$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$10 copay (one copay applies to both frames and lenses) | Reimbursement up to \$38.25 less \$10 copay (member responsible for any difference)   |
|  | One frame every 24 months (calendar year basis)   |   |
| <b>Contact lenses</b>  |   |   |
| Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)  | \$10 copay  | Reimbursement up to \$210 less \$10 copay (member responsible for any difference)   |
|  | One pair of contact lenses every 12 months (calendar year basis)  |   |
| Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)  | \$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)     | \$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) |
|  | Contact lenses are covered up to allowance every 12 months (calendar year basis)  |   |

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**CITY OF BELLEVILLE  
RESOLUTION NO. 19-021**

**RESOLUTION TO APPROVE A LABOR  
AGREEMENT FOR POAM EMPLOYEES**

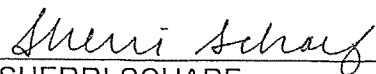
**NOW THEREFORE, BE IT RESOLVED**, that the Council for the City of Belleville hereby agrees to a new three-year agreement dated January 1, 2019 to December 31, 2021 for all police employees as ratified by POAM. Revisions or additions to be incorporated in the new agreement are briefly outlined below (see also attached summary):

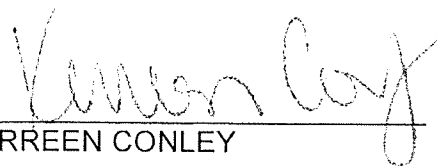
- Revisions that regulate vacation scheduling and length of vacations
- Add uniform and cleaning allowance for part-time officers (\$450)
- Add holiday pay for part-time employees + "time and one-half" their rate of pay
- Revisions to shifts: Days (7 a.m. to 3 p.m.); Afternoons (3 p.m. to 11 p.m.); midnights (11 p.m. to 7 a.m.) and swings (8 p.m. to 4 a.m.)
- Under certain stipulations, allow a reserve officer to work a shift with a full-time officer
- In lieu of 2 personal business days, all POAM employees will receive a \$100 bonus effective the first pay period after the new agreement is ratified
- All POAM employees will receive 2.5% wage increases for each consecutive year of the agreement
- New School Resource Officer (SRO) special assignment position (with 8 stipulations)
- Remove Letter of Understanding Re: Field Training Officer

MOTION:            Fielder                      SECOND:    Marcotte  
AYES:              4            NAYS:        0            ABSENT:      1            VOTE:        4-0

Conley  
Fielder  
Loria  
Marcotte

Smith

  
\_\_\_\_\_  
SHERRI SCHARF  
City Clerk/Treasurer

  
\_\_\_\_\_  
KERREEN CONLEY  
Mayor

Agenda Date: March 4, 2019