

AGREEMENT  
BETWEEN  
THE CITY OF GRAND RAPIDS  
AND  
THE GRAND RAPIDS POLICE COMMAND OFFICERS ASSOCIATION

JULY 1, 2007 THROUGH JUNE 30, 2010

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## **AGREEMENT**

This Agreement is entered into as of this 1st day of July, 2007, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "City" or "Management" and THE GRAND RAPIDS POLICE COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Command Unit".

### **ARTICLE 1. RECOGNITION**

#### **SECTION 1**

Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City recognizes the Command Unit as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **SECTION 2**

The bargaining unit consists of all Command Officers of the Grand Rapids Police Department including Police Lieutenants and Police Captains, excluding the Police Chief and the Deputy Police Chief.

#### **SECTION 3**

The City shall not enter into any other agreements with the employees in this bargaining unit, individually or collective, or with any organization which in any way conflicts with the provisions hereof.

### **ARTICLE 2. COMMAND UNIT SECURITY AND CHECKOFF**

#### **SECTION 1**

As a condition of continued employment, all employees in the bargaining unit shall become and remain members of the Command Unit or pay a representation fee in an amount equal to the Command Unit's dues no later than thirty (30) days after the signing of this Agreement or after being employed in the Command Unit.

#### **SECTION 2**

The City will deduct regular Command Unit dues or representation fees from the pay of all employees in the bargaining unit who authorize it in writing and remit the same to the Command Unit. Such deductions shall be made every payday in the amount certified by an authorized officer of the Command Unit. If a bargaining unit member fails to pay the required membership dues or service fees directly to the Command Unit or fails to authorize same through payroll deduction, the City shall, pursuant to MCL 408.477; MSA 17.277(7) and at the request of an authorized officer of the Command Unit, deduct the membership dues or service fees from the bargaining unit member's wages and remit same to the Command Unit.

#### **SECTION 3**

The Command Unit will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against it on account of the application of this Article.

### **ARTICLE 3. MANAGEMENT SECURITY**

#### **SECTION 1**

The Command Unit and employees agree that they will not cause, encourage, participate in, or support any strike or picketing against the City of any slowdown or other interruption of or interference with the normal functions of the City.

SECTION 2

Employees shall fully and faithfully perform all aspects of their required duties.

**ARTICLE 4. MANAGEMENT RIGHTS**

SECTION 1

Except as otherwise specifically provided herein, the management of the City and the direction of the work force are vested exclusively in Management, including but not limited to the following: the right to hire; the right to discipline or discharge for just cause; the right to decide job qualifications for hiring; the right to lay off for lack of work or funds; the right to abolish positions; the right to make rules and regulations governing safety; the right to determine schedules of work; the right to subcontract work (when it is not feasible or economical for the City employees to perform such work); and the right to determine the reasonable methods, processes, and manner of performing work. In exercising these functions, Management will not discriminate against any employee because of his/her membership in the Union.

SECTION 2

Rules of conduct not inconsistent herewith and in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement; however, Management shall first consult with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of a Police Officer's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to proper performance of a Police Officer's duties.

**ARTICLE 5. BARGAINING AND REPRESENTATION COMMITTEE**

SECTION 1

The Command Unit Bargaining and Representation Committee shall consist of three (3) Unit members and one (1) non-employee representative. The Committee members shall represent the Command Unit in all conferences, special meetings, and negotiations with the City without loss of pay for the straight time hours they would otherwise have worked. No overtime compensation shall be paid for any such hours.

SECTION 2

A Command Unit Officer shall be allowed the straight time hours he/she would otherwise have worked to assist in the presentation of grievances, excluding the arbitration step. The Command Unit President shall be allowed to attend arbitration hearings without loss of regular pay.

SECTION 3. SPECIAL MEETINGS

- A. Management and the Command Unit agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time and place designated by Management. Each party shall be represented by not more than four (4) individuals at special meetings.
- B. The Command Unit representatives may meet at a place designated by Management on Management's property for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

- C. Employee representatives of the Command Unit at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

**SECTION 4. LEAVE FOR UNION FUNCTIONS**

Management will grant a total of six (6) days of leave of absence with pay per year for Command Unit members to attend union conventions, labor seminars, or conferences, provided such leave is requested in advance and the needs of service shall not be adversely affected by such absence. Any balance of such leave days shall be carried over to successor collective bargaining agreements. Upon a request made by the Command Unit to the Labor Relations Department, a reasonable number of additional days for leaves of absence with pay shall be granted for purposes consistent with this Section if the allotted days are exhausted.

**ARTICLE 6. GRIEVANCE PROCEDURE**

**SECTION 1. GRIEVANCES**

- A. A grievance is any dispute, controversy, or difference between (1) the parties, or (2) Management and an employee or employees, on any issue with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement or any term or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated and shall set forth completely the known facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this paragraph shall be denied.

**SECTION 2. TIME LIMITS**

- A. If Management does not respond within the time limits or procedure required in each step, the grievance shall be considered settled as requested without precedent.
- B. Any grievance not taken to the next step within the time limits specified herein will be considered settled on the basis of the last answer by Management without precedent.
- C. Extensions of the time limits may only be made by a written, signed agreement by a Command Unit representative and a Labor Relations Office representative.

**SECTION 3. ELECTION OF REMEDIES**

- A. Appeals involving discharge, demotion, reduction in rank or compensation, or suspension may be filed with the Civil Service Board in accordance with Civil Service Board rules. It is expressly agreed that such appeals shall be an election of remedies and a waiver of any right possessed by both the employee and the Union to contest such matter in the arbitration forum provided herein.
- B. It is further expressly agreed that if any proceedings involving a matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency or in any court, whether by an employee or by the Command Unit, then such administrative or judicial proceedings shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. Injunctions, temporary restraining orders, or actions under Veteran's Preference shall not be considered part of the grievance procedure.

- C. Grievances involving classification disputes may only be presented to the Civil Service Board.
- D. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

**SECTION 4**

Grievances will be processed in the following manner and within the stated time limits:

**A. Step 1**

1. The aggrieved employee or group of employees with the Command Unit representative or a representative of the Command Unit shall present the grievance in writing to the employee's immediate supervisor outside the bargaining unit or to the Chief's office in the case of a Union grievance. The grievance must be so presented within ten (10) calendar days after occurrence of the circumstances giving rise to the grievance or ten (10) days from when the grievant should reasonably have known of the occurrence, not including the day of occurrence.
2. Grievances involving discharge, demotion, reduction in rank or compensation, or suspension shall be filed at Step 2 within fifteen (15) calendar days after notice thereof is given to the employee.
3. Management will answer the grievance in writing within ten (10) calendar days of the date of the presentation of the grievance, not including the date of the presentation. The City will provide copies of the grievance reply to the grievant(s) and the Command Unit President.

**B. Step 2**

1. In accordance with the procedures of the Federal Mediation and Conciliation Service, the Command Unit may submit a demand for arbitration within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer.
2. In cases involving discharge, demotion, reduction in rank or compensation, or suspension, the Command Unit may at its discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice; however, if the employee elects to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.
3. Upon receipt of the Command Unit's notice of intent to arbitrate, the parties shall meet and attempt to resolve the grievance in order to clarify the issues and evidence and explore a settlement.
4. The parties agree to select an arbitrator using the following list:

Ruth Kahn                      Paul Glendon                      Theodore St. Antoine

The parties will alternatively strike names until one name remains or will rotate through the names upon mutual agreement. The selected arbitrator will be invited to arbitrate the grievance.

Notwithstanding the above procedure, the parties may agree to reject all names on the panel and proceed with filing with the Federal Mediation and Conciliation Services (FMCS) or secure an arbitrator through another mutually agreed upon service.

5. The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Command Unit and Management.
6. The fee and expenses of the arbitrator shall be paid by the Command Unit if the grievance is denied or by the employer if the grievance is granted, or as the arbitrator directs otherwise. Upon request, Management shall make employees who are on duty available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

The Command Unit President or his/her designee shall attend all arbitration proceedings without loss of compensation in any manner.

7. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appeal subject matter in any court or other forum, including any action properly taken under Title VII of the Civil Rights Act of 1964, as amended. This provision does not purport to waive any individual rights of bargaining unit members that may not be waived through collective bargaining.

## **ARTICLE 7. DISCHARGE AND DISCIPLINE**

### **SECTION 1**

In cases of discharge or discipline, a representative of Management shall give prompt notice to the employee and to the President of the Command Unit. Letters of warning shall be given to the employee affected and placed in the employee's personnel file.

### **SECTION 2**

The affected employee shall be allowed to discuss his/her discharge or discipline with his/her steward or any other Command Unit representative. Management will make available an area where he/she may do so if he/she is required to leave the premises.

### **SECTION 3**

- A. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. If an employee completes two (2) years without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon request to the Director of Human Resources.
- B. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other City officer or department or division head in the employee's personnel file which relates to, is, or may be made the basis for disciplinary action up to and including the discharge of such employee by the City.

#### SECTION 4

If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

#### SECTION 5

Management shall not discipline or discharge any employee except for just cause.

#### SECTION 6

Written notice of disciplinary action or discharge shall cite the specific sections of rules and regulations and/or appropriate law(s) or ordinance(s) which the employee is alleged to have violated.

#### SECTION 7

An employee against whom charges have been made by Management may be represented by Command Unit representatives designated by the Command Unit upon request of the employee.

#### SECTION 8. INVESTIGATORY COMPLAINTS

If a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

- A. If in the investigation of a complaint an employee is requested to appear before a member of Management, he/she shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- B. Upon the request of the employee for Command Unit representation, such request shall be granted and the Command Unit shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Command Unit representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.
- D. A copy of this section shall be presented to any employee subjected to this procedure prior to the start of questioning. Said copy shall be signed by the employee to indicate receipt and shall also indicate his/her waiver of right to Command Unit representation, if any.

#### SECTION 9

- A. A written counseling issued to an employee is not considered to be disciplinary in nature. It is the intent of a written counseling to document the discussions held with an employee regarding the department's expectations of the employee concerning work performance and/or compliance with identified rules, regulations procedures, or policies.
- B. If a written counseling is issued to an employee, a copy will remain in that employee's personnel file for a minimum of one (1) year from the date of occurrence. If during that one (1) year period there are no further behavior or performance issues addressed with the employee either through an additional written counseling or discipline, the written counseling shall be permanently removed from the employee's personnel file upon request of the employee.

- C. If a second written counseling is issued during the one (1) year period, the first written counseling will remain in the employees personnel file an additional one (1) year period from the date of the occurrence of the second counseling. If no further behavior or performance issues occur in the one (1) year period after the occurrence of the second counseling, both counselings shall be removed from the employee' personnel file upon request of the employee.
- D. If disciplinary action occurs during the one (1) year period based upon similar behavioral or performance issues, the two (2) year period as provided in Section 3A of this Article shall apply to the related written counseling(s) and the disciplinary action.

## **ARTICLE 8. SENIORITY, PROMOTIONS, AND LAYOFF & RECALL**

### **SECTION 1**

Seniority shall mean the status attained by length of service in a particular rank and, when the needs of the service permit, shall apply to shift preference and vacation.

### **SECTION 2. PROMOTIONS**

- A. Only those employees who have passed their latest performance evaluation may express their interest in being qualified for promotion by filing application with the Human Resources Department.
- B. A validated examination shall be administered under the supervision of the Civil Service Board. Participants who successfully complete the procedure on a pass/fail scoring basis shall constitute the eligible qualified candidate pool.
- C. Regardless of any rule, regulation, or requirement to the contrary, the City Manager shall have the authority to promote any employee who is determined to be qualified.
- D. Except as otherwise specified above, the provisions of the Civil Service Board rules and regulations shall apply to the promotional procedure. However, it is expressly understood and agreed that the prior "rule of three (3)" certification restriction required by the City Charter shall be considered void and has no application to promotions.
- E. The City and the Command Unit agree to the principle of open communication and cooperation regarding this process.

### **SECTION 3**

Layoff and recall shall be governed by seniority and Civil Service Rules and Regulations, except as expressly provided within this section.

- A. An employee who is promoted to a position in the Police Department which is outside the bargaining unit shall continue to accumulate seniority until the promotion becomes permanent at which time his/her seniority shall be frozen.
- B. If an employee in a position outside the bargaining unit above Captain is provided a notice of layoff, he/she may be demoted to the rank of Captain in lieu of layoff. If a Lieutenant is provided a notice of layoff, he/she may be demoted to the rank of Sergeant in lieu of layoff. Such actions shall be effectuated in accordance with Civil Service Rules and Regulations and any applicable collective bargaining agreements.

- C. Effective November 30, 2009, a Captain electing to bump down to the Lieutenant classification, in lieu of layoff, will be ranked for seniority purposes among the remaining Lieutenants based upon his/her original date of promotion to Lieutenant, or his/her initial assigned ranking in cases of two members having the same bargaining unit seniority date (i.e. date of original promotion to Lieutenant). All other Civil Service Board Rules and contractual agreements shall still apply.
- D. Captains and Lieutenants who have received a notice of layoff and have either demoted into another position, or who have been laid off, shall be placed on a preferred eligible list for six (6) months, or the length of their bargaining unit seniority, whichever is greater.
- E. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or due to the abolition of positions due to changes in organization

#### SECTION 4

One bargaining unit representative designated by the Command Unit shall have superseniority for purposes of layoff and recall under this Article.

### ARTICLE 9. OVERTIME AND WORK WEEK

#### SECTION 1

The City agrees to pay overtime compensation at the rate of time and one-half (1½) the employee's regular hourly rate for all hours worked in excess of forty (40) hours per week or eight (8) hours per day (except as provided under the twelve hour work week schedule as provided in Section 2 below). At the request of any employee eligible for overtime pay, his/her supervisor may provide that in lieu of cash payment for any overtime, the employee may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour of overtime worked. Appearances before the Accident Review Board, Internal Affairs Unit, and attendance at in-service training classes shall be at the rate of time and one-half (1½) for each hour of overtime worked.

Callback shall be anytime an employee is ordered into work during times other than his/her normal working hours. The provisions of callback shall not apply to any hours worked at the end of and/or in conjunction with a normally scheduled work shift.

Effective February 21, 2010, when called back to work outside normally scheduled work hours, an employee shall be guaranteed a minimum payment of two (2) hours pay at his/her applicable overtime rate. Callback for a court appearance, which shall include probate hearings, implied consent hearings, Michigan Liquor Control hearings, or any other administrative hearings, shall involve a minimum guarantee of three (3) hours pay at the employee's applicable overtime rate. Such employee shall be entitled to receive the regular witness fee and mileage as provided by the court in addition to the minimum overtime payment.

Any accrued compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the fiscal year, or during the three (3) months following the end of the fiscal year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. If such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary at the time of the payment of overtime. Compensatory time may be accumulated as provided above; however, no law enforcement personnel shall be permitted to accumulate more than four hundred eighty (480) hours. During the fiscal year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time. Such payment shall be made based on his/her salary at the time the employee requests such payment.

SECTION 2. Desk Lieutenant Twelve (12) Hour Shifts

- A. Work schedules shall alternate between a three (3) day work schedule for one (1) week (for a total of thirty-six [36] hours) and a four (4) day work schedule for one (1) week (for a total of forty-eight [48] hours). This results in a total of eighty-four (84) hours of scheduled work in each two (2) week pay period. Payment of overtime shall be for time worked in excess of thirty-six (36) hours or forty-eight (48) hours per week (dependent on the regularly scheduled hours for that work week) or twelve (12) hours per day.
- B. Shift changes between night and day shift shall occur between 05:30 – 06:30 (for day shift starting time and night shift ending time) and 17:30 – 18:30 (for night shift starting time and day shift ending time) as may be established by the Police Chief within a rotation cycle.
- C. The work schedule rotation within a twenty-eight (28) day cycle shall be as follows:

<u>Week</u>	<u>Rotation</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
1	A	off	W	W	off	off	W	W
1	B	W	off	off	W	W	off	off
2	A	W	off	off	W	W	off	off
2	B	off	W	W	off	off	W	W
3	A	off	W	W	off	off	W	W
3	B	W	off	off	W	W	off	off
4	A	W	off	off	W	W	off	off
4	B	off	W	W	off	off	W	W

- D. During a twenty-eight (28) day cycle, each desk lieutenant shall be scheduled to work one hundred sixty-eight (168) hours. Compensation for the scheduled hours shall be in the form of one hundred sixty (160) hours regular pay (paid in two [2] payments of eighty [80] hours covering two [2] two-week regular pay periods) and an earned day off (EDO). The EDO shall be considered to provide payment for the additional eight (8) hours of scheduled work at time and one-half (8 hours x 1.5 = 12 hours).

Each desk lieutenant shall, by seniority within rotation (either A or B rotation), select one (1) EDO during each twenty-eight (28) day cycle. Selections shall be made for the number of twenty-eight (28) day cycles which covers approximately a six (6) month shift bid period and shall be made following assignment to a shift rotation (either A or B) for that period by the Police Chief. The Police Chief shall retain the right to assign and/or change shift rotation assignments based upon the needs of service.

- E. The parties acknowledge that the City is, under the Fair Labor Standards Act (FLSA), utilizing a work period of twenty-eight (28) consecutive days for law enforcement personnel under Section 7(k) of the Act. Therefore, under the Act, overtime compensation will not be required until the employee works more than one hundred seventy-one (171) hours in that twenty-eight (28) day (4 work week) period, or the ratio of one hundred seventy-one (171) hours to twenty-eight (28) days in two (2) consecutive work weeks as a pay period. This provision, however, shall not preclude or override the obligation to pay overtime as outlined herein.

- F. The term "vacation day" (as used in Article 22-Vacation) shall be understood to be an accrual at eight (8) hours per day. Employees who are on a twelve (12) hour shift shall be required to use twelve (12) hours for each full shift of approved vacation leave.
- G. The term "one (1) day of sick leave" (as used in Article 23-Sick Leave) shall be understood to be an accrual at eight (8) hours per day. Employees who are on a twelve (12) hour shift shall be required to use twelve (12) hours for each full shift of approved sick leave.
- H. Holiday pay (as provided under Article 13-Holidays, Section 1) shall be twelve (12) hours. However, if an employee working a twelve (12) hour shift works on any such holiday, he/she shall be paid at time and one-half (1½) for all hours work on that holiday (as provided in Article 13, Section 2). Such payment shall be in addition to the holiday pay of twelve (12) regular hours. If the holiday falls on a day off during a scheduled forty-eight (48) hour work week, the employee shall receive sixty (60) regular hours pay if all regular shifts are worked. If the holiday falls on a day off during a scheduled thirty-six (36) hour work week, the employee shall receive forty-eight (48) regular hours pay if all regular shifts are worked.
- I. A "day", for purposes of union leave in accordance with Article 5, Section 4 of the contract, will be considered to be of the same duration as the regularly scheduled shift of the command officer utilizing the leave.

### SECTION 3. TEN HOUR WORK SHIFT

Based on an arbitration award dated March 5, 2010, regarding the supplemental agreement entered into on April 4, 2006, regarding the 10 hour work shift, the following provisions of that supplemental agreement will remain in effect until negotiated differently:

- A. A one (1) year trial period for utilizing ten (10) hour shifts for Police Command Officers assigned to the Neighborhood Service Areas (excluding the Watch Commanders who are on twelve [12] hour shifts), Internal Affairs Unit, Support Services, Detective Unit, Training Unit, Special Response Team, Vice Unit, and the position providing public information services to the Police Chief (if so utilized at the discretion of the Police Chief) was implemented between the months of March 2006 and March 2007. Such trial period, as it related to overtime entitlement, vacations, holidays, sick leave, and scheduling of the hours of work, was not interpreted to violate any other express provisions of the collective bargaining Agreement, and was governed by the terms contained herein during the trial period.
- B. Under the provisions of Article 13-Holidays, Section 1, the normal work shift on a holiday is understood to be ten (10) hours, and one-half (½) day to be five (5) hours. Scheduling of work on a contractual holiday shall remain the discretion of management under the provisions of Article 4-Management Rights, Section 1.
- C. The term "days of leave of absence with pay", when used under Article 5-bargaining and Representation committee, Section 4, is understood to apply to the shift the employee is working on the day of such leave. If the employee is scheduled to work an eight (8) hour shift, the term equates to eight (8) hours. If the employee is scheduled to work a ten (10) hour shift, the term equates to ten (10) hours.
- D. The terms "vacation day" and "days of vacation", as used in Article 22-Vacation, shall be understood to be accrued at eight (8) hours per day. Employees who are on a ten (10) hour shift on the date of use of such vacation hours shall be required to use ten (10) hours for each full shift of approved vacation.

- E. The term "one (1) day of sick leave", as used in Article 23-Sick Leave, Section 2(A), shall be understood to be accrued at eight (8) hours per day. Employees who are on a ten (10) hour shift on the date of use of such sick leave hours shall be required to use ten (10) hours for each full shift of approved sick leave.
- F. It is understood that the City retains the right to assign employees working ten (10) hour shifts under this supplemental agreement to training on an eight (8) hour shift basis. Nothing contained herein shall be interpreted to limit management's discretion to schedule a work week or pay period utilizing both eight (8) hour shifts and ten (10) hour shifts to achieve an eighty (80) hour pay period when necessary to complete departmental training.
- G. Overtime shall consist of authorized time worked in excess of the hours scheduled for any scheduled work day, or in excess of the hours scheduled in the work week, not including unpaid meal periods.
- H. The parties acknowledge that, during the trial period, the City was utilizing the option under the Fair Labor Standards Act (FLSA) to establish a work period of twenty-eight (28) consecutive days for law enforcement personnel under Section 7(k) of the Act. Therefore, under the Act, overtime compensation will not be required until the employee works more than one hundred and seventy-one (171) hours in that twenty-eight (28) day (4 work week) period, or the ratio of 171 hours to 28 days in two (2) consecutive work weeks as a pay period. This provision, however, shall not preclude or override the obligation to pay overtime as outlined in this supplemental agreement.
- I. Normal shift hours shall be scheduled for a ten (10) hour continuous period (excluding unpaid meal period) beginning no earlier than 06:00 and ending no later than 19:00, on four (4) of the week days Monday through Friday. Hours shall be scheduled to maximize supervisory coverage of patrol briefings/line ups Monday through Friday.
- J. Upon request individual command officers shall be allowed to remain on an eight (8) hour, five (5) day work week schedule Monday through Friday, or to return to such a schedule after trying the ten (10) hour schedule. In the latter case schedules shall be coordinated to achieve an eighty(80) hour pay period.
- K. Captains and Lieutenants from the same Neighborhood Service Area shall be required to select different days off if one or both are on a ten (10) hour shift schedule. In the other units the command officer shall be required to schedule his/her day off to provide for the presence of the next ranking supervisor in the unit if assigned to a ten (10) hour shift schedule.
- L. Except as expressly provided above, the terms and conditions as provided in the collective bargaining Agreement shall remain in full force and effect, including the right of management to determine the schedules of work under Article 4-Management Rights, Section 1.

## **ARTICLE 10. WAGES**

### **SECTION 1**

Wages for Lieutenants and Captains shall be in accordance with the schedule set forth in Appendix A.

### **SECTION 2**

Every employee within the bargaining unit who has completed thirty (30) hours of college credits in courses approved by Management shall be paid Two Hundred Dollars (\$200) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has completed sixty (60) hours of college credits in courses approved by Management shall be paid Four Hundred Dollars (\$400) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted an Associate's Degree in Police Administration from Grand Rapids Junior College or a similar degree approved by Management shall be paid Five Hundred Dollars (\$500) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted a Bachelor level college degree approved by Management shall be paid Eight Hundred Dollars (\$800) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted a Bachelor's or Master's Degree in Police Administration approved by Management shall be paid One Thousand Dollars (\$1,000) per year in addition to his/her regular annual salary.

The Associate Degree in Police Administration, the Bachelor Level Degree, and the Bachelor and Master Degrees in Police Administration shall be approved for payment if the college or university is accredited by the Commission on Colleges and Universities of the North Central Association of Colleges and Secondary Schools, a member of the Federation of Regional Accrediting of Higher Education, or by a similar commission representing any other regional or geographical section of the United States.

The above additional pay benefits shall not be cumulative. Effective with the payment in calendar year 2010 (to be made annually in the in the second paycheck issued in January), the college credit payments (as stated above) shall be made as a single payment, and the practice of rolling the payment into the base wage as an hourly amount shall no longer apply.

### SECTION 3.

Desk lieutenants who are regularly assigned to night shift (starting between 17:30 and 18:30 and ending between 05:30 and 06:30) shall be paid a shift differential of seventy cents (70¢) per hour for all such hours worked. The shift differential shall be applied to all hours actually worked by such employees. In no case may an employee receive shift differential for use of accrued paid leave hours.

If in the future the City establishes a second shift for desk lieutenants, the parties hereby agree to reopen this section to negotiate the appropriate shift differential payment for that second shift.

## ARTICLE 11. NEW OR CHANGED JOBS

The parties will negotiate as to whether a new and/or changed job should be in or out of the bargaining unit. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administration procedures.

## ARTICLE 12. PAY CHANGES

Salary administration shall be in accordance with the present City policies and the salary ordinance.

**ARTICLE 13. HOLIDAYS**

**SECTION 1. HOLIDAYS**

Each Lieutenant and Captain shall receive holiday pay for each of the following holidays effective January 1, 2010:

- |                        |                        |
|------------------------|------------------------|
| January 1              | Veterans' Day          |
| Martin Luther King Day | Thanksgiving Day       |
| Presidents' Day        | Day after Thanksgiving |
| Memorial Day           | Christmas Eve          |
| July 4                 | December 25            |
| Labor Day              |                        |

**SECTION 2. HOLIDAY PAY**

If an employee works on any such holiday, he/she will also be paid time and one-half (1½) for all hours worked on that holiday.

**ARTICLE 14. INSURANCE**

**SECTION 1**

- A. The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for active City employees and their eligible dependents. Active City employees and their eligible dependents participate in this group health care plan. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document. Management shall, at its expense, provide a group hospital, medical, vision, surgical insurance, and dental insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

Employees shall share in the cost of their health care coverage by paying a health care premium contribution each bi-weekly pay period on a pre-tax basis. The employee health care premium contribution payment is 10% of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents) on a pre-tax basis. The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and retirees who have not become eligible for Medicare or similar national health insurance benefits. In the fall of each year, the City receives an actuarial report that contains two separate calculations. The first calculation (which is to be used to set the rate of the active and retiree premium sharing contributions) is the estimated cost to provide health care coverage to its active employees, retirees who have not become eligible for Medicare or similar national health insurance benefits, and their eligible dependents for the upcoming year. The second calculation (which does not affect the rate of the active and retiree premium sharing contribution and is included here solely for reference) is the estimated cost to provide health care coverage to the retirees who are age sixty-five (65) and older, or who have become eligible for Medicare or other similar national health insurance benefits, and their eligible dependents for the upcoming year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1<sup>st</sup> of the upcoming calendar year. Employees shall be required to pay 1/26<sup>th</sup> of their percentage portion of the annual health care cost each bi-weekly pay period.

The spouse of an employee who also works for the City may elect to un-enroll from dual health care coverage if it is determined that both spouses do not want to make the required premium sharing payments. In such case where un-enrollment occurs, the past coordination of benefits is understood to no longer be applicable and one (1) spouse will be designated as the employee and the spouse who un-enrolls as an employee shall be treated solely as a dependent.

Effective September 15, 2009, the following changes shall be made to the coverage provided under the City's health care plan:

- The office visit co-pay shall be increased to \$20 from \$10 which shall be applied to doctor's office visits, chiropractic services (consultations and subsequent adjustments and treatments), and behavioral health (mental health) office visits.
- Employee dependent coverage shall be limited, in the case of a child or children of the employee, from date of birth until the end of the calendar year in which the dependent reaches his/her 19<sup>th</sup> birthday, unless the dependent is a full time student (carrying twelve [12] or more credit hours per semester or academic term), in which case the dependent coverage shall last until the end of the calendar year in which the dependent reaches his/her twenty-third (23<sup>rd</sup>) birthday.
- When using prescription drug benefits for which there is an alternative over-the-counter substitute for proton pump inhibitors (PPI drugs), H2 blockers (h2 receptor antagonists), non-sedating antihistamines, and/or non-steroidal anti-inflammatory drugs (NSAID), an over-the-counter (OTC) alternative drug must first be prescribed and utilized. If determined by the doctor to be ineffective or to have a contraindication after first trying the OTC alternative drug, a prescription may then be written and filled to provide the generic or name brand prescription drug for treatment of that diagnosed medical condition. The applicable generic or brand name co-pay shall apply.
- Employee's dependent coverage shall require that if a working spouse has health care coverage through his/her employer, then coverage provided by his/her employer shall be primary, while the City's plan shall be coordinated as being secondary.
- There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter (OTC) program, as agreed to by the parties, shall remain in effect and no employee co-payments shall be required for the OTC PPI drugs dispensed under that program. However, if the annual \$600 cap on PPI drugs dispensed in a manner other than under the OTC program is reached, the applicable co-pay shall thereafter be doubled (i.e. the \$20 co-pay for brand name drugs shall be increased to \$40 and the \$10 co-pay for generic drugs shall be increased to \$20) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-payment by the employee.

#### Health Insurance for Military Activated Employees

The parties will meet concerning the issue of health insurance for military activated employees during the term of this contract if the matter is addressed as a City-wide policy issue for all bargaining units.

#### B. Health Insurance Opt Out Program

1. City employees who are eligible for health insurance provided by another health insurance carrier who can provide proof of such coverage may elect to opt out of the City's insurance coverage.
2. Participating employees will receive fifty percent (50%) of the amount of the active employee health care cost, net of the employee health care cost premium contribution at the time the employee opts out of the City's plan (i.e. the current composite rate if \$13,035.60 for 12 months in 2008 and the employee health care cost percentage is 10%,

the opt out amount would be calculated as follows: \$13,035.60 divided by 12 equals \$1,086.30 minus 10% premium sharing of \$108.63 = \$977.67 times 50% = \$488.84 per month for a total of \$5,866.02 for the year). This amount will be used for any City authorized deferred compensation programs (ICMA 457 Plan) or Section 125 plan.

3. Employees shall make their opt out election annually. If the employee fails to submit his/her election notification during the annual period, he/she will by default be enrolled in the City's health care plan. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternative coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
4. Every City employee must be covered by health insurance.

C. It is agreed that Management will pay the hospitalization insurance premium (at their earned percentage less any applicable premium sharing amount) for the retiree, spouse, and eligible dependents until such time as the retiree becomes eligible for Medicare or similar national health insurance benefits.

If the retiree dies after retirement before becoming eligible for Medicare or similar national health insurance benefits, the spouse and eligible dependents (if any) shall continue to have the hospitalization insurance premium (at the earned percentage less any applicable premium sharing amount) paid by the City until such time as the retiree would have become eligible for Medicare or similar national health insurance benefits. Such coverage shall end if the surviving spouse should remarry or is covered by health care coverage under his/her employer.

Spouse and/or qualified dependents are understood to be that person to whom the retiree is married and the eligible dependents at the time he/she begins receiving a pension allowance. In the case of a disability retirement granted under the provisions of Section 1.252 of the City of Grand Rapids Police and Fire Retirement System Ordinance, if the retiree and the spouse at the time of retirement should have further children after retirement, such children by birth or legal adoption shall also be considered to be qualified dependents for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty (50)..

If an employee (who is in the bargaining unit as of September 15, 2009) retires before June 30, 2013, the City contribution towards retiree health care shall be earned over a period of twenty-five (25) years with an earning rate of five and one-half percent (5.5%) for the first ten (10) years and thereafter at a rate of three percent (3%) for a maximum of one hundred percent (100%). If the employee retires after June 30, 2013, the City contribution towards retiree health care shall be earned over a period of twenty-five (25) years with an earning rate of four percent (4%) per year for a maximum of one hundred percent (100%). It is understood that the earning percentages, as contained herein, shall apply except in the case where an employee is disabled and retired pursuant to the disability provisions of the City of Grand Rapids Police and Fire Retirement System Ordinance. In such case he/she shall be considered to have earned one hundred percent (100%) less any applicable premium sharing contribution.

A bargaining unit member who enters the GRPCOA after September 15, 2009 shall enter with the defined benefit program entitlements or with alternative Retiree Health Care Savings Account (RHSA) benefits he/she had in another unit. Bargaining unit members hired directly into the bargaining unit shall be entitled to an RHSA with applicable ongoing contributions required by the employee and the City. A bargaining unit member who retires after September 15, 2009 shall be required to share in the cost of retiree health care by paying a health care premium contribution in the amount applicable to active employees, unless he/she has alternative RHSA benefits.

A bargaining unit member as of September 15, 2009 who ceases to be a member, except by death or retirement, before attaining the minimum service retirement age of fifty (50) shall be allowed to qualify for pre-Medicare eligible (or other similar national health insurance benefits) retiree health care coverage provided he/she upon reaching age fifty (50) applies for retirement in accordance with Section 1.250 of the City of Grand Rapids Police and Fire Retirement System Ordinance, and also applies for City pre-Medicare eligible (or other similar national health insurance benefits) retiree health care coverage. Coverage shall be provided at the earned percentage less any applicable premium sharing amount.

Current bargaining unit members have until May 15, 2010 to voluntarily elect to convert to an RHSA in exchange for giving up rights to the defined benefit retiree health care plan at his/her current earned benefit level.

- D. The City will pay the medical and hospitalization insurance for an employee who is disabled, pursuant to the provisions of the Pension Ordinance until such time as the employee is eligible for Medicare or reaches age 65, whichever occurs first. The City will also pay the premiums for the disabled employee's spouse.
- E. Effective January 1, 1994, members who are insured through the City under the Traveler's Insurance plan will be required to pay an annual deductible of \$50 for a single person or \$100 per family. This deductible only applies to health insurance. It does not apply to dental, optical, or drug prescriptions. This deductible does not apply to current or future retirees. This deductible does not apply to those members insured under HMO plans.
- F. If a person covered by this Agreement dies prior to retirement, Management will provide health care coverage (less the applicable premium sharing amount) for the employee's spouse and eligible dependents until such time as the employee would have reached age 65. However, if the spouse remarries or is covered by another health insurance policy, or where the employee is being provided with on-going contributions to a retiree health savings account (RHSA), this provision shall not apply.

## SECTION 2. DEATH BENEFIT PAYMENT PLAN

- A. Management shall, at its expense, provide a death benefit payment in the amount of Thirty Thousand Dollars (\$30,000) to any employee within the bargaining unit, and such benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Such benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and kept on file in the Human Resources Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. If an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation, or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- B. If an employee dies and death occurs as a result of personal injury arising out of and in the course of employment with Management and the Workers' Compensation benefits amount to less than Thirty Thousand Dollars (\$30,000), Management shall make a lump sum cash payment equal to the difference between Thirty Thousand Dollars (\$30,000) and the total Workers' Compensation benefits. Such payment will be made to the employee's beneficiary or beneficiaries as designated on the "Designation of Beneficiary" form provided by Management. In the absence of an executed "Designation of Beneficiary" form, payment will be made to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include the following: the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks); medical expenses payable; burial expenses payable; and any disability payments which have been paid or have become due for injury which is the proximate cause of death.
  2. For the purpose of computing the "total Workers' Compensation benefits", the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.
  3. Provisions of this Section 2B shall not be affected in any way by an election of a deceased employee's dependents to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- C. To receive benefits under this section, written application must be filed with Management by the designated beneficiary/beneficiaries (on the "Designation of Beneficiary" form) of the deceased employee or by the administrator or executor of the estate of the deceased employee within one (1) year after such individuals have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. If the beneficiary, beneficiaries, or estate of the deceased employee shall be paid benefits under Section 2A above and compensation or benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee shall be liable and shall repay to Management the amount equal to the compensation benefits which are paid or awarded up to the sum of Thirty Thousand Dollars (\$30,000).
- E. No benefits shall be payable to any party or parties under this Section if an employee dies within two (2) years after coverage is extended under Section 2 and it is determined that death was due to suicide.
- F. No determination, presumption, or findings made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workers' Compensation Act, nor shall the same be an admission of liability under said Act.
- G. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Section 2C.

### SECTION 3

The City shall provide each Lieutenant and Captain with legal counsel for acts in the course of his/her employment which give rise to a course of action in a civil or criminal action. The foregoing shall not apply to any cause of action arising out of:

- A. Unauthorized acts.
- B. Gross negligence or willful misconduct.
- C. Action taken while under the influence of intoxicating liquor or controlled substances (not taken pursuant to a valid medical prescription).
- D. Workers' Compensation claims, grievances, or other claims made against the City.

### SECTION 4. SUPPLEMENTAL INSURANCE FUND

Effective July 1, 1989, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund (City Code, Chapter 7, Article 7, Section 1.322); effective July 1, 1994, the City shall contribute an additional .5% of the unit base payroll annually to this fund (City Code, Chapter 7, Article 7, Section 1.325). Such fund shall be administered by the Medicare Trust Fund Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee.

### SECTION 5. INCOME MAINTENANCE PLAN

The City shall provide bargaining unit members with an income maintenance equal to 75% of their regularly assigned salary for a period of one (1) full year in the event that they suffer from a catastrophic illness/disability which prevents them from being at work and performing their normal job.

- A. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits. While receiving the income maintenance allowance, an employee shall continue to have group hospital, medical, surgical, dental, optical, and drug insurance as provided elsewhere in this Article paid for by the City while receiving income maintenance. Employees shall not accrue vacation or sick leave credits.
- B. If the employee receives monies as a result of Workers' Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No-Fault Automobile Insurance Law, the income allowance shall be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.
- C. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work regarding an employee's eligibility for income maintenance will be made by the City Physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further review.
- D. An employee who returns to work after being absent on the income maintenance plan for more than six (6) months shall be ineligible to request implementation of the plan for the next six (6) months following his/her return.

### SECTION 6. HEALTH CARE SAVINGS ACCOUNT

During the life of the Agreement (or any extension period which may be agreed upon by the parties), the City shall have the right to develop and offer a high deductible health care plan in conjunction with a City sponsored health care savings account (HSA) as an alternative health care plan to provide coverage to bargaining unit members on a voluntary basis. Upon request the City shall meet and confer with the union

during the development of that alternative plan and/or upon implementation of such plan on a voluntary basis to bargaining unit members and/or their qualified dependents.

## **ARTICLE 15. UNIFORMS**

### **SECTION 1**

Effective February 21, 2010, each Lieutenant or Captain who is assigned to plain clothes duty shall receive One Thousand Eighty Dollars (\$1,080) per annum clothing allowance which allowance shall be payable at the rate of Ninety Dollars (\$90) per month at the end of each full month of service.

### **SECTION 2**

For purposes of Section 1, each Lieutenant or Captain who is assigned to plain clothes duties for one-half (½) or more of his/her duty days within a month shall be considered to have worked a full month of service.

### **SECTION 3**

Uniforms and/or civilian clothing shall be worn as directed by the Police Chief. Except as herein provided, the present practices with respect to the issuance of uniforms and wearing of civilian clothing shall be continued.

### **SECTION 4**

Effective September 15, 2009, the uniform cleaning reimbursement payment was rolled into the base wage and shall no longer be made as a separate reimbursement based upon receipts for cleaning costs for uniforms.

## **ARTICLE 16. WORKERS' COMPENSATION**

### **SECTION 1**

For a period not to exceed twenty-six (26) weeks, the City shall supplement, without charge to sick leave or vacation, Workers' Compensation benefits for an employee injured on the job by the difference between Workers' Compensation benefits and the normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner which will ensure that combination of an employee's Worker's Compensation benefits and supplement shall not exceed his/her regular, allowable take-home pay.

### **SECTION 2**

If an employee receives sick leave compensation and subsequently is awarded Workers' Compensation benefits for the same period of time, he/she shall reimburse the City for such amounts received as sick leave compensation. Reimbursement can be carried out through:

1. Offsetting of the workers' compensation award received by the employee;
2. Deductions from the employee's regular wages (over a period of time and at such amounts that are mutually acceptable between the employer and the employee); or
3. A lump sum payment from the employee to the employer if approved by the employee.

The repayment shall be at the after-tax value of the sick leave. Upon completion of full reimbursement, the employee's sick leave account will be credited with the equivalent number of days of sick leave.

## ARTICLE 17. MAINTENANCE OF STANDARDS

The City agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## ARTICLE 18. VALIDITY - ENTIRE AGREEMENT

### SECTION 1

The provisions of this Agreement shall supersede any existing rules and regulations of the City and/or any of its boards or agencies which may be in conflict therewith.

### SECTION 2

If any article or section of this Agreement or any addendum thereto should be held unlawful by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be reinstated by such tribunal, the remainder of the Agreement and Addendums 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.

### SECTION 3

During the negotiations, each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the basic and full agreement between the parties. During its life, neither will require the other to enter into further collective bargaining as to any matter, whether mentioned herein or not, except as such bargaining is provided for herein.

## ARTICLE 19. PENSION

### SECTION 1

The Pension Plan will remain in effect during the life of this Agreement.

### SECTION 2. PENSION ORDINANCE AMENDMENTS

#### A. Pension Credit Purchase

Effective July 1, 1991, employees shall be permitted at their option to purchase up to two (2) years of credited service at the total expense of the employee. The sole purpose of this provision is to enhance benefits and is not meant to enhance an employee's eligibility. Such purchases may be made on a tax deferred basis and/or by payroll deduction during the time that this will be permitted. According to Section 1.243(4) of the City Code, the cost per year is 17.84% of the employee's current covered compensation for purchases made between July 1, 1991 and June 30, 1994. For future periods, the rate shall be the age and service cost component of the normal cost as determined by the system actuary.

#### B. Trade of 13<sup>th</sup> Check for a Simple Non-Compounding Escalator

Retirees who retire on or after February 21, 2010, shall be provided a simple non-compounding escalator of one percent (1%) after a five (5) year period has been achieved from date of his/her retirement in lieu of the 13<sup>th</sup> Check program benefits applicable for retirees retiring before February 21, 2010 and after January 1, 1990. This benefit exchange is considered to be cost neutral based upon the retirement system actuary's valuation of July 15, 2009.

It is understood that those retirees who are receiving the simple non-compounding escalator in lieu of the 13<sup>th</sup> Check program benefits shall be counted for purposes of computation of the 13<sup>th</sup> Check benefit under Section 1.297(3) of the Police and Fire Retirement System ordinance.

C. Disability Pensions

1. Disability pension rates are as follows:

Duty Disability:	72%
Non-Duty Disability (less than 20 years service):	48%
Non-Duty Disability (20 or more years service):	60%

2. Non-duty disability for employees becoming disabled with less than 20 years of service will be based on the service projected to the earlier of either the date the employee would have completed 20 years, or the date the employee reaches age 50. For members becoming disabled with between 20 and 25 years of service, the benefit will be based on the service projected to the earlier of either the date the member would have completed 25 years or the date the employee reaches age 50. For members retiring after completing 25 years of service, the benefit will be based on accrued service only.

3. Effective July 1, 1991, the minimum duty related death benefit will be established at 72% of the final average salary.

D. Effective July 1, 1992, all W-2 earnings will be included as participating earnings in accordance with the actuarial report. Employees will contribute to the pension fund on the basis of their own covered pay; however, at retirement, the adjustment to Final Average Salary will be based on the average amount of previously excluded earnings for all employees of the department. The first year average will be determined on the basis of the average for the preceding four (4) years. Thereafter, the average will be based on the preceding five (5) years' experience. Based upon the actuarial estimate, the cost estimated at 2.54% shall be split evenly between the City and the employee (1.27% each).

E. Effective July 1, 1993, the pension multiplier shall be increased to 2.5%. The cost of the increase estimated at 2% shall be split between the City and the employee as follows:

1. City:	.5%
2. Employee:	1.5%

F. The City may make amendments to the City of Grand Rapids Police and Fire Retirement System ordinance that do not conflict with, modify, or diminish in any way benefit levels, retirement options, or other terms and conditions of employment within the Command Unit. The City requests this ability primarily to address minor non-substantive drafting issues relating to ordinance changes or changes affecting other bargaining units. The Command Unit shall be notified at least thirty (30) days prior to the submission of the proposed changes to the City Commission. The parties shall meet and confer over the proposed changes if requested by the Command Unit. This provision is not to be construed as an authorization for the City to make unilateral changes in any mandatory subject of bargaining or act as a waiver of the Command Unit's rights under the Public Employment Relations Act.

SECTION 3

An employee terminating employment after completing twenty-five (25) years of service with the City who has not attained normal retirement age shall be considered to have retired from the City for purposes of

receiving retirement service awards and recognition even though he/she has elected to defer retirement benefits.

**SECTION 4**

Member contribution rate (expressed as a percentage of compensation) for the life of this agreement shall be as follows:

<u>Period</u>	<u>Member Contribution Rate</u>
7/1/93 - 12/31/94	8.64%
1/1/95 - 12/31/95	8.64%
1/1/96 - 12/31/96	5.64%
1/1/97 and Later	7.14%

**SECTION 5**

During negotiations in 2001, the parties agreed to the following:

- A. Increase pension multiplier to 2.7%; 80% cap on new hires (effective July 1, 2001)
- B. Reduce employee contribution rate by 1.28% (6.14% to 4.86% effective July 1, 2001)
- C. Employee contribution increase based on overfunding in Police and Fire Pension Plan
  - 1. Above 120% 4.86%
  - 2. Above 115%, but below 120% 5.86%
  - 3. Above 110%, but below 115% 6.86%
  - 4. Above 100%, but below 110% 7.86%
  - 5. Below 100% 8.86%

**SECTION 6**

The parties agreed to an actuarial valuation date change for the City of Grand Rapids Police and Fire Retirement System from June 30<sup>th</sup> to December 31<sup>st</sup> with the first evaluation to be done as of December 31, 2003, for use in determining employer and employee contributions for fiscal year beginning July 1, 2004. This agreement enabled the city to balance the budget. The remaining overage amount from the \$5.6 million savings for the City of Grand Rapids Police and Fire Retirement System is to be shared by the units in this system. The Command Unit's gain sharing incentives are as follows:

- A. One time payment in the amount of \$2,500 per member
- B. Modified pension chart as listed below (previous rates are listed in Section 5C above):

Below 100%	8.86%
100% - 104.999%	7.86%
105% - 109.999%	6.86%
110% - 114.999%	5.86%
115%+	4.86%

- C. During negotiations in 2009 the parties agreed to the following:
  - 1. Increase the pension multiplier to 2.8 effective June 30, 2010; maintain the 80% cap from the product of the multiplier times years of credited service for those employees hired on or after July 1, 2001; and maintain the 100% cap from the product of the multiplier times years of credited service for those employees hired prior to July 1, 2001.

2. Apply the cost (1.66% after applying a .06% credit from trading the 13<sup>th</sup> check program for a one percent [1%] simple non-compounding escalator after a five [5] year period has been achieved from date of retirement) for the increase of the pension multiplier, effective June 30, 2010, by increasing the employee contribution amount by fifty percent (50%) of the cost of the benefit improvement (.83%) at each of the funding levels of the Police and Fire Retirement System as follows:

(a) Between June 30, 2010 and June 30, 2013:

5.69% regardless of the funding level of the system (this equates to the 4.86% contribution percentage agreed upon by supplemental agreement of May 21, 2009 and the addition of the .83% cost).

(b) After June 30, 2013:

<u>System Funding Level</u>	<u>Employee Contribution Percentage</u>
Below 100%	9.69%
100% - 104.999%	8.69%
105% - 109.999%	7.69%
110% - 114.999%	6.69%
115% - 119.999%	5.69%
120% - 124.999%	4.86%
125% - 129.999%	4.03%
130% - 134.999%	3.20%
135%+	2.37%

## **ARTICLE 20. HUMANITARIAN CLAUSE**

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

During the life of this agreement, the parties agree to discuss and attempt to arrive at an agreement for a comprehensive program to assist management's efforts to place the employee in a position that he/she is physically and mentally able to perform.

## **ARTICLE 21. LONGEVITY PAY**

### **SECTION 1. PURPOSE**

The following provisions shall govern the assignment of longevity pay steps to bargaining unit employees.

### **SECTION 2. DEFINITIONS**

A. Longevity Pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
5 through 9	\$300 per year	L1
10 through 14	\$600 per year	L2
15 through 19	\$900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

- B. Longevity Qualification Date shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service with the City.
- C. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his/her longevity qualification date.
- D. Continuous Service shall mean service uninterrupted by resignation or discharge.

### SECTION 3. PAYMENT OF LONGEVITY PAY

- A. Longevity pay is paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- B. Longevity shall be for periods of service from June 1 through November 30, payable on the first pay date in December; and December 1 to May 31, payable on the first pay date in June.

### SECTION 4. EFFECT OF LAYOFF & LEAVE OF ABSENCE ON LONGEVITY QUALIFICATION DATE

- A. An unpaid leave of absence or a layoff of sixty (60) days or less shall not postpone the longevity qualification date of an employee.
- B. An unpaid leave of absence (except military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

### SECTION 5. EFFECT OF TERMINATION ON LONGEVITY PAY

- A. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid leave will receive longevity pay on a prorated basis for the full calendar months served, payable upon return to service.
- C. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

**ARTICLE 22. VACATION**

**Section 1. Definitions**

- A. Service shall mean a period of time for which an employee receives wages.
- B. Vacation day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
- C. Work week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- D. Continuous service shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

**Section 2. Vacation Allowance (Effective January 1, 2010)**

- A. On the first day of the calendar year following an employee's initial employment in the Command Unit, and on the first day of each calendar year thereafter, an employee shall be credited with the amount of vacation shown in the table below, as determined by his/her years of continuous service with the City, until a maximum total of twenty-seven (27) days is reached.

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on the Following January 1</u>
1 year	12 days
2 years	13 days
3 years	14 days
4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years	21 days
11 years	22 days
12 years	23 days
13 years	24 days
14 years	25 days
15 years	26 days
16+ years	27 days

- B. An employee will be eligible for one-twelfth (1/12) of his/her vacation allowance each calendar month in which he/she works twelve (12) or more days.

**Section 3. Use of Vacation**

- A. Vacations will be scheduled with due regard for employee preference and service needs.
- B. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void with the exception of a balance of sixty-eight (68) days which may be maintained between the period of January 1 and August 31.

- C. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- D. On the anniversary date of the employee, any additional hours of vacation due shall be credited to the employee.

#### SECTION 4. VACATION PAY ADVANCE

An employee going on vacation may request to be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

#### SECTION 5. CASH PAYMENT IN LIEU OF VACATION LEAVE

Upon termination or death, an employee will be paid in full to the nearest one-half (½) day for all unused vacation.

### ARTICLE 23. SICK LEAVE

#### SECTION 1. DEFINITIONS

- A. Immediate family shall be the following: spouse, child, parents, grandparents, spouse's grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law of the employee.
- B. Service shall mean any period of time for which the employee receives wages.
- C. Supplemental employment shall mean a paid off-duty job (including self employment) covered by sick leave benefits, health and accident insurance, Workers' Compensation, or any combination thereof.

#### SECTION 2. SICK LEAVE ACCUMULATION

- A. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five-sixths (5/6) of a day for each full calendar month of service. For service thereafter, an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works twelve (12) or more complete days.
- B. Unused sick leave days shall accumulate from year to year to an unlimited amount.

#### SECTION 3. RECORDING USE OF SICK LEAVE

Sick leave usage shall be charged to the nearest one-half (½) hour.

#### SECTION 4. PERMITTED USES

- A. Regular Use  
An employee shall be entitled to use his/her accumulated paid sick leave for any absence necessitated by his/her personal illness or by off-duty injury not incurred in supplemental employment, upon application approved by the Police Chief.

An employee shall be entitled to use up to three (3) days per occurrence of his/her accumulated paid sick leave for any absence necessitated by illness for an employee's minor child, his/her spouse, and/or his/her parent. Such use shall be limited to three (3) occurrences per calendar year.

B. Bereavement and Emergency Use

1. An employee shall be entitled to use up to two (2) days bereavement leave, paid without charge to sick leave, upon the death of any member of his/her immediate family. For the purpose of this provision only, immediate family shall include grandchildren, son-in-law, and daughter-in-law.
2. An employee shall be entitled to use up to three (3) days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment, or death of any member of his/her immediate family upon application approved by the Police Chief. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager. For the purpose of this provision only, immediate family shall include grandchildren, son-in-law, and daughter-in-law.

C. Vacation Use

An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury sustained while on vacation, upon application approved by the Police Chief and subject to substantiation as hereinafter provided.

SECTION 5. EXCLUDED USES

Paid sick leave shall not be authorized:

- A. For personal injury incurred in supplemental employment; or
- B. If the employee is found to have performed any work while on sick leave. The term "any work" shall not include such work activity in and around the home of the employee that is not detrimental to the illness or injury causing the absence as determined by the City Physician.

SECTION 6. SUBSTANTIATION

An employee shall be required to substantiate the use of sick leave by such reasonable means as the Police Chief may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

SECTION 7. PHYSICAL EXAMINATION

An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician.

SECTION 8. UNPAID SICK LEAVE

Upon the advice and recommendation of the City Physician, the City Manager shall grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

SECTION 9. PAY FOR UNUSED SICK LEAVE

Unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service to a maximum of ninety (90) days at the rate of one dollar (\$1) per day times the years of continuous service for employees retiring, and at the rate of fifty cents (50¢) per day times the years of continuous service for persons resigning.

In the case of a death of an employee who has less than ten (10) years of continuous service, the employee's unused accumulated sick leave shall be paid to the deceased employee's beneficiary to a maximum of ninety (90) days at the rate of One Dollar (\$1) per day times the years of continuous service.

Effective February 21, 2010, an employee who retires or resigns with ten (10) or more years of continuous service may convert 1,265 hours of accumulated sick hours for one (1) year of pension service credit. Lesser amounts shall be converted on a pro-rated basis as determined by the Retirement Systems office. Any such additional credited service received upon conversion of unused sick leave upon retirement or resignation under these provisions shall be used solely for the purpose of computing the member's life allowance and shall be subject to the percentage caps of Article 19, Section 5.

Bargaining unit members who are members as of February 21, 2010, shall be allowed to utilize either or both of the pay for unused sick leave methods above. Any additional hours above 1,265 hours of accumulated sick leave may therefore be paid off under the applicable monetary formulas above. Employees entering into the bargaining unit after February 21, 2010, or those employees who resign and subsequently become re-employed by the City shall be limited to the conversion to pension service credit election only.

#### **SECTION 10. NOTIFICATION**

An employee who expects to be absent on sick leave must notify his/her department in accordance with Manual of Procedures #17-1, Sick Leave Procedure.

#### **ARTICLE 24. PERSONAL LEAVE**

In an effort to take further steps to place increased value on rewarding the employees who use their sick leave time judiciously and who minimize their time away from work (i.e. attending doctor appointments), this personal leave concept creates an incentive for the employees.

##### **A. Eligibility Requirements**

1. Must be a permanent employee with five (5) years or more of service
2. Must maintain the following minimum bank of sick leave hours:
  - a. 360 hours for a 5 – 9 year employee
  - b. 720 hours for a 10+ year employee

The Human Resources Department will review the employees' sick leave banks each December 31<sup>st</sup> to determine their eligibility.

3. If an employee is determined to be eligible, he/she can convert up to forty (40) hours (five [5] days) of sick leave annually into personal leave time.

#### **ARTICLE 25. JURY LEAVE**

Employees shall be given leave of absence with pay for work time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all work time lost up to forty (40) hours per week. In consideration for receiving their regular pay, employees shall assign to the City all remuneration received, except mileage and meal allowances, for jury duty during the same period.

An employee whose regular work shift is at a time other than the day shift who is called upon for jury duty shall upon request be temporarily reassigned to the day shift for the days on which he/she is subject to jury duty. Management may elect to temporarily reassign another bargaining unit employee to cover for the employee's absence while on jury duty. Where possible, seven (7) days notice will be provided to such employee who is temporarily assigned.

**ARTICLE 26. ACTING ASSIGNMENT**

**SECTION 1**

Acting assignment shall mean the performance of work in a higher classification pursuant to a written order from the Police Chief.

**SECTION 2**

If an acting assignment to the position of Lieutenant continues in effect for a period of more than thirty (30) days, the employee so assigned shall be considered to have acquired membership in the Command Unit for purposes of representation and dues or service fees.

**SECTION 3**

Effective March 1, 1991, those employees who served in acting assignment as a Captain or a Lieutenant for a continuous period of one (1) year or more immediately prior to promotion to the rank of Captain or Lieutenant shall be placed at Step F of the salary range upon promotion. Such action shall not have any effect upon the required probationary period as provided in the agreement.

**SECTION 4**

If a Lieutenant is assigned to perform the duties of a Captain in the Captain's absence, the employee so assigned shall be able to grieve this issue with the remedy being Captain's pay for the period so assigned.

**SECTION 5**

Acting assignment shall be limited to ninety (90) days when an eligibility list exists and six (6) months if no such eligibility list exists.

**ARTICLE 27. PARKING**

**SECTION 1**

The City shall make available free parking space located within a radius of one-third (1/3) mile from the employee's work site.

**SECTION 2**

In the alternative, the City may designate parking space outside the one-third (1/3) mile radius, but shall provide shuttle service to and from the parking space and the employee's work site. This shuttle service is to operate at the beginning and ending of each shift and to be scheduled at sufficient intervals so as to provide adequate transportation for the employees using the space. Any dispute regarding said schedule shall be subject to the grievance procedure.

**ARTICLE 28. TUITION REIMBURSEMENT**

**SECTION 1**

Employees shall be eligible for reimbursement for a maximum of six (6) education training courses for academic credit per fiscal year. Advance approval must be obtained from the Human Resources Department Director before the desired course(s) is/are taken in order for employees to be reimbursed for tuition costs. Reimbursement is made following the satisfactory completions of the course(s).

Employees shall hold a permanent full time appointment and shall have passed the entrance probationary period in order to be eligible to participate in the City's educational program.

Employees leaving the employ of the City for any reason while participating in the program shall forfeit all rights to reimbursement for tuition costs.

Budgetary constraints may limit the amount of funds available for education purposes.

**SECTION 2**

If the City becomes eligible for reimbursement in part or in full as a result of state or federal legislation with respect to tuition and fees which are paid as a result of the above-mentioned practice, the Command Unit will aid and assist the City in making claim and collection therefor.

**ARTICLE 29. DEFERRED COMPENSATION PLAN**

The parties have agreed to implement a third deferred compensation provider in addition to Nationwide and the current International City Manager's Association (ICMA) plan.

**ARTICLE 30. HEALTH MAINTENANCE**

A Hepatitis B Inoculation Program will be available for those employees who wish to participate on a voluntary basis.

**ARTICLE 31. LETTERS OF UNDERSTANDING**

**Wellness Program**

The parties agreed to discuss and negotiate on the Command Unit's wellness proposal which seeks to proactively encourage employees to live healthy lifestyles.

**ARTICLE 32. TERMINATION AND MODIFICATION**

**SECTION 1**

This Agreement shall continue in full force and effect until 11:59 PM on June 30, 2010, at which time it shall terminate unless extended by mutual agreement.

**SECTION 2**

If either party desires to extend or modify this Agreement, it shall give the other party written notice of such desire sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 15th day of July, 2010.

WITNESSES

Jane Bush

**JANE BUSH**

CITY OF GRAND RAPIDS

George K. Heartwell

George K. Heartwell, Mayor

Lauri S. Parks

Lauri S. Parks, City Clerk

GRAND RAPIDS POLICE COMMAND  
OFFICERS ASSOCIATION

Jeffrey S. Hertel

Jeffrey S. Hertel

Rebecca B. Whitman

Rebecca B. Whitman

Peter T. McWatters

Peter T. McWatters

Eric P. Payne

Eric P. Payne

APPROVED FOR MAYOR'S SIGNATURE

Ab  
DEPARTMENT OF LAW

**APPENDIX A**

**ANNUAL SALARY SCHEDULE**

EFFECTIVE JULY 1, 2006\*

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$70,409	\$74,603
Police Captain (814)	-	-	-	-	\$79,772	\$83,776

\* THIS CHART REPRESENTS THE LAST WAGE INCREASE PRIOR TO THE SEPTEMBER 15, 2009 INCREASE THAT IS REFLECTED IN THE CHART BELOW.

EFFECTIVE SEPTEMBER 15, 2009

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$76,063	\$80,580
Police Captain (814)	-	-	-	-	\$86,146	\$90,458