

AGREEMENT

BETWEEN

CITY OF GRAND RAPIDS

-AND-

POLICE OFFICERS LABOR COUNCIL

EMERGENCY COMMUNICATIONS OPERATOR I, II, AND III

JANUARY 1, 2007 THROUGH JUNE 30, 2011

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AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of January, 2007, between the CITY OF GRAND RAPIDS, hereinafter referred to as "Management" and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit consists of all employees holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changes as hereinafter provided, and excludes all supervisors and all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

Section 3. Management shall not enter into any other agreements with employees in this bargaining unit, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this Agreement.

Section 2. It shall be a condition of employment that all present and past Union members in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of the regular monthly Union dues within thirty (30) days after the execution of this Agreement or the beginning of their employment, whichever is later.

Section 3. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every payday, deduct from the employee for Union membership owed to the Union by such employee for membership dues, special assessments, initiation fees, or service charges. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 4. Any changes in the present Union membership dues rate will be certified to the City Manager by an authorized officer of the Union at least forty-five (45) days in advance of the effective date of such change.

Section 5. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 6. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE 3 MANAGEMENT SECURITY

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Civil Service Board. Violations of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure. However, any employee who is accused of violating this provision and denies such alleged violation may appeal. Upon finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by Management shall not be disturbed.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to layoff 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), together with the right to determine the reasonable methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, 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, provided however, that Management shall first consult with the Union prior to any such amendments.

ARTICLE 5 UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than three (3) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. It may also include non-employee representatives of the Police Officers Labor Council, not more than two (2) in number. The Union will give to Management, in writing, the names of the employee representatives on the bargaining committee at least seventy-five (75) days prior to the expiration date of this Agreement.

Section 2. There will be no discrimination against any employee because of his/her duties as a Union official, Union representative or committee member. Management will not discriminate against any employee because of his/her membership in the Union.

Section 3. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, 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 negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

Section 4. Management will not unreasonably refuse a request by any member of the bargaining committee to be transferred to the day shift for the period of contract negotiations. If it becomes necessary to displace an employee on the day shift, the least senior employee shall be displaced. Any refusal by Management shall be subject to immediate submission to arbitration, Step 2, for the purpose of determining the reasonableness of any refusal.

ARTICLE 6 **SPECIAL MEETINGS**

Section 1. Management and the Union 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 a.m. and 5:00 p.m. at a time and place designated by Management. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Union 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.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would have otherwise 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 should have worked.

ARTICLE 7 **UNION REPRESENTATION**

Section 1. Employees within the bargaining unit shall be represented by one (1) Union representative for each work shift. The Union shall furnish Management a list of the Union representatives' names and their assigned areas and shall keep the list current at all times. Alternate Union representatives may be appointed by the local Union President to serve in the absence of the regular Union representative.

Section 2. When requested by an employee, a Union representative may investigate any alleged or actual grievance in their assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefore during working hours without loss of time or pay upon notification and approval of their immediate supervisor outside the bargaining unit.

Section 3. When an employee presents their own grievance without intervention of the Union, the Union representative shall be given an opportunity to be present and shall be allowed the time

therefore, paid at their regular wage, upon notification and approval of their immediate supervisor outside the bargaining unit. Management may adjust the individual employee's grievance if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement.

Section 4. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Union representatives or any other employees.

Section 5. The Union Grievance Committee shall have the same privileges as Union representatives, in areas to which assigned, when any grievance has been processed to its level (Step 1), in the grievance procedure.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Grievance

- A. A grievance is any dispute, controversy, or difference between (a) the parties, or (b) 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 terms 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 Union representative and a Labor Relations Office representative.

Section 3. Election of Remedies

- A. Appeals involving discharge, demotion, reduction in classification 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 any 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 Union, 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:

Step 1

- A. The aggrieved employee or group of employees with the Union representative or a representative of the Union shall present the grievance in writing to the employee's immediate supervisor outside the bargaining unit or, in the case of a Union grievance, shall be presented to the Chief's office. The grievance must be so presented within fifteen (15) calendar days after occurrence of the circumstances giving rise to the grievance or fifteen (15) days from when the grievant should reasonably have known of the occurrence, not including the day of the occurrence.
- B. Grievance involving discharge, demotion, reduction in classification or compensation or suspension shall be filed at Step 2 within fifteen (15) calendar days after notice thereof is given to the employee.
- C. Management will answer the grievance in writing within fifteen (15) calendar days of the date of the presentation of the grievance not including the date of the presentation.

Step 2

- A. The Union may initiate a demand for arbitration by serving written notice to arbitrate a grievance with the City Labor Relations Department within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer.
- B. In cases involving discharge, demotion, reduction in classification or compensation, or suspension, the Union 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, except that in the event 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.
- C. The parties agree to utilize the following persons as arbitrators:

Mario Chiesa Ruth Kahn Barry Goldman Keith Groty

Cases may be assigned by the parties on a rotating basis. Either party may reject any or all of the listed arbitrators on any particular case. In such event, the parties shall elect an arbitrator from a list provided by 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 Union and Management.

- D. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied or by Management if the grievance is granted, or as the arbitrator directs otherwise. Management shall, upon request, 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 Union President or his/her designee shall attend all arbitration proceedings without loss of compensation in any manner.

- E. 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, excluding any action properly taken under Title VII of the Civil Rights Act of 1964, as amended.

ARTICLE 9

PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

Section 2. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage or pay rate. Any claims for back pay shall be reduced by interim employment earnings and/or unemployment compensation, if directed by the arbitrator or Civil Service Board.

ARTICLE 10

DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and to the President of the Union. In cases of letter of warning or verbal warning memoranda, such letters shall be given to the employee affected and placed in the employee's personnel file.

Section 2. The affected employee will be allowed to discuss their discharge or discipline with their steward, or other Union representative, and Management will make available an area where they may do so if they are 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 their employment application after a period of two (2) years from their date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from their personnel file upon request to the Human Resources Director.

- 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 record 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 a Union representative or an attorney upon request of the employee.

Section 8. Investigatory Complaints

In the event 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 Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the City of Grand Rapids 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 Union representation, if any.

Section 9. Written Counseling

- A. It is understood that the issuance of a written counseling by the department is not considered by the parties to be disciplinary action. It is the intent of such written counseling to document in writing the discussions held with the employee regarding what the department expects as far as his/her behavior, work performance, and/or compliance with identified rules, regulations, procedures and policies.
- B. If 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 date of issuance. If during that one (1) year period there are no further behavior or performance issues addressed with that employee either through additional counseling or discipline, the employee may submit a

request to the Director of Human Resources to have the written counseling permanently removed from his/her personnel file.

- C. If additional counseling is issued during the one (1) year period, the written counseling remains in the employee's personnel file, and he/she shall be required to achieve another one (1) year period from the date that subsequent counseling is issued before he/she can request to remove counseling documents placed in his/her personnel file during the prior period. If disciplinary action occurs during the one (1) year period based upon similar behavior or performance issues, the two (2) year period as provided in Section 3A above shall apply to the related written counseling(s) and the disciplinary action.
- D. The parties acknowledge that the intent of Section 3A above is to require an employee to complete two (2) years of service without disciplinary action prior to applying the contractual bar that Management will not take into account any prior infractions which occurred more than two (2) years previously. The two (2) year period shall run from the date of infraction on which the previous discipline is based to the date of the current infraction. Any infraction(s) within that two (2) year period that entails disciplinary action and is upheld by an arbitrator (if appealed) shall restart the two (2) year period effective the date of that subsequent infraction.

ARTICLE 11 **SENIORITY**

Section 1. Definition

Seniority shall mean the status attained by length of continuous service as an Emergency Communications Operator for those employees hired after 1/1/87. Seniority for those employees hired prior to 1/1/87 shall be based upon the length of continuous service with the City.

Section 2. Accrual of Seniority

- A. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by totaling the digits of the employees' social security numbers, and the employee whose total results in the greater sum will be deemed to have the greater seniority. It is expressly agreed that utilization of this method shall not be a grievable matter.
- B. All original appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or the Grievance Procedure of Article 8.
- C. Effective 1/1/88, an ECO-I training period shall be established which shall not exceed a period of two (2) years. Upon completion of the training period, such employees shall be afforded an opportunity to take the examination for the position of ECO-II. If an employee does not successfully pass the examination, he/she shall be afforded a final opportunity to test within the next six months. Failure to pass the test shall result in the termination of employment.

- D. Employees promoted to the position of ECO-II shall serve a probationary period of six months after promotion. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Failure of the probationary period for the position of ECO-II shall result in termination of employment. Each employee serving a promotional probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review same with the employee. The employee shall be entitled to the presence of his/her Steward during the review interview upon request of the employee.
- E. If a permanent employee is demoted at any time during a promotional probationary period, he/she shall be given a copy of the written evaluation resulting in such demotion. Any permanent employee may appeal a demotion only up to the Grievance Procedure of Article 8.
- F. Non-Bargaining Unit Personnel
1. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, thereafter, within six (6) months, returns to the bargaining unit shall have all accumulated seniority and all rights accredited thereto.
 2. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, after six (6) months have elapsed, returns to the bargaining unit shall have only that seniority accumulated in the unit. The application of seniority shall be defined as in Article 11, Section 1.
 3. For the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity, a person's seniority shall in all cases be measured by an employee's total service with the City.
 4. An employee who is outside of the bargaining unit and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to promotion to a non-bargaining unit position.

Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

- A. Discharge, if not reversed.
- B. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal Leave of Absence.
- E. Retirement.

- F. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

Section 4. Seniority Lists

Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, classification and seniority date, and shall furnish a copy to the Union in March and September of each year. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

ARTICLE 12 LAYOFF AND RECALL

Section 1. Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff

In the event that a layoff becomes necessary, persons employed as ECO-I's shall be laid off in inverse order of seniority prior to the layoff of any permanent or probationary ECO-II's. Thereafter, ECO-II's shall be laid off in inverse order of seniority.

Section 3. Demotion or Transfer in Lieu of Layoff

An employee subject to layoff may, within three (3) days after receipt of notice of layoff, request to be demoted or transferred to an equal or lower paying position which the employee is qualified for and able to perform.

- A. Such demotion or transfer shall be through those classifications in which the employee previously held permanent status and in full accord with the provisions of any applicable labor agreement.
- B. Management shall have the exclusive right to determine a person's ability and qualifications to fill a position. If an employee is demoted or transferred in lieu of layoff and his/her regular position subsequently becomes available, he/she shall be considered eligible for reinstatement to such position.

Section 4. Exceptions to Seniority

The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

Section 5. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Recall from Layoff

- A. Laid off employees, or demoted in lieu of layoff, shall have their names placed on preferred eligible lists in order of seniority for the classification from which displaced. Employees shall be recalled from layoff or restored to positions from which demoted before any other persons are selected for employment or promotion in those classifications.
- B. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by Certified Mail to their last known address.
- C. Employees who decline recall and who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

ARTICLE 13 **SHIFTS AND SCHEDULES**

Section 1. Definitions

- A. Shifts shall be defined as the daily work period between the starting and quitting time of such period.
- B. Work schedules shall be defined as the schedule of work days and shifts during a work week, including off-duty days.

Section 2. Emergency Communications Operator I's (ECO-1) and probationary Emergency Communications Operator II's (ECO-II) may be assigned to any shift and schedule deemed appropriate by Management.

Section 3.

- A. ECO-II personnel shall be allowed to bid and probationary ECO-II personnel may be allowed to bid based upon seniority preference for shift and work schedules twice each year. Assignments shall be made in accordance with that bid. An employee who is promoted to the ECO-II classification shall initially be rotated every two (2) months each shift during the first six (6) months for performance evaluation purposes. At the conclusion of the six (6) month period, the employee shall be placed on a permanent shift until the next shift bid occurs.
- B. Shift and work schedules shall be posted on March 1 and September 1 of each calendar year for a period of fifteen (15) calendar days. The schedule shall be effective the beginning of the first payroll period in April and October of each calendar year.
- C. If shift and schedules are to be changed for more than five (5) consecutive work days and the need for such change is known to Management for more than seventy-two (72) hours in advance, openings for permanent ECO-II positions on such changed shifts and schedules shall be posted for at least twenty-four (24) hours and filled on the basis of seniority preference within the classification title.

Section 4. Nothing in this Article shall be construed to limit the right of Management to establish, change, enlarge or decrease shifts or work schedules, or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

Section 5. The steward shall have superseniority when it comes to bidding on shifts.

Section 6. If the Union can provide a twelve (12) hour shift schedule which meets the needs of and is approved by the department, the parties agree that such schedule may be implemented on a six (6) month trial basis. At the end of six (6) months, either party may discontinue the schedule with a thirty (30) calendar day notice. The parties also agree that no additional staffing shall be necessary to implement and maintain a twelve (12) hour shift.

ARTICLE 14 **OVERTIME**

Section 1. Purpose

The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees Covered

- A. Employees holding the positions listed in Appendix A are eligible for overtime compensation.
- B. Employees, except those holding appointment in the City Clerk's Office, engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.

Section 3. Definitions

- A. Normal Work Week and Work Day
A normal work week for regular full-time employees shall consist of forty (40) hours. A normal work day for such employees shall be eight (8) hours.
- B. Overtime
Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime shall be computed to the nearest one-quarter (3) hour or fifteen (15) minutes.
- C. All overtime shall be authorized by a responsible Supervisor.
- D. Time worked in excess of the normal work week for the purpose of adjusting so-called swing shifts in a three-shift operation shall not constitute overtime.
- E. An employee called in for a court appearance outside of his/her regular scheduled hours shall receive the regular witness fee and mileage provided by the court and shall have a minimum guarantee of two (2) hours at time and one-half (1½) for such time spent in court.

Section 4. Method of Compensating for Overtime Work

- A. Overtime shall be paid at one and one-half (1½) times the employee's hourly rate.

- B. An employee called to work at a time other than his/her scheduled work shifts shall be credited with a minimum of four (4) hours at his/her regular hourly rate, or with the actual hours worked at one and one-half (1½) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at his/her overtime rate.
- C. For the purpose of computing overtime, an employee absent on authorized Sick Leave with pay, Jury Leave with pay, Holiday or Vacation, shall be considered to have worked his/her normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 5. Compensatory Time

- A. At the request of any employee eligible for overtime pay, his/her Supervisor may provide that, in lieu of cash payment for overtime, he/she may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour worked over the normal number of hours in his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her Supervisor during the calendar year. Further deferment of such time off shall be allowed only if approved by the City Manager. In the event that such time off is not taken by the employee within the calendar year in which it was earned, he/she shall be given cash payment as soon as practicable in January of the following calendar year for the overtime hours worked at the overtime rate based on his/her salary effective December 31st of that calendar year. (The provisions of this Section shall be administered in accordance with State and Federal Law.) During the calendar year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time which has been credited to his/her bank.
- B. It is understood that bargaining unit employees may wish on occasion to have another employee work scheduled shift hours for them in agreement to work scheduled hours for the other employee. In the past this has been known as shift swapping. During recent discussions between the parties it was agreed that such arrangements may be made in the future for partial or entire shifts provided the following conditions have been complied with:
 - 1. The arrangement between the employees shall be made with the knowledge of a supervisor and approved prior to an employee working for the other employee.
 - 2. The timekeeping records accurately reflect the actual hours worked.
 - 3. If the arrangement for employees to work for each other during scheduled shift hours does not take place within the same work week, available paid leave (in the form of vacation or earned time off [ETO]) shall be carried for all scheduled hours which would have otherwise been worked by the employee who has been approved to have scheduled shift hours off. If the arrangement results in overtime for the employee who has been approved to work, payment for such time worked shall be in the form of cash payment for overtime.
 - 4. It is understood that arrangements by employees to work for each other during scheduled shift hours shall be approved unless reasonable cause exists to deny the request based upon the needs of service. Use of ETO that results in the payment of overtime shall not be considered to be reasonable cause to deny such requests.

5. If prior supervisory approval has not been received for employees to work scheduled shift hours for each other, the time records kept shall accurately reflect the hours actually worked. Management shall have the retained right under Section 1 of Article 4-Management Rights to impose appropriate disciplinary measures for failure to obtain prior approval for employees to work scheduled shift hours for each other. This paragraph shall not be interpreted to preclude a timely filed grievance under Article 8-Grievance Procedure which contests the "just cause" of such discipline or the right of management to impose discipline for an unexcused absence or other rules infraction that occurs in conjunction with the failure to obtain prior approval.

Section 6.

- A. Management shall post all known overtime by the last five (5) days of the month for the following month. Employees shall be afforded an opportunity to select such posted overtime based upon their seniority within their classification. Employees shall make their selections by 8:00 AM each Friday. Thereafter, Management may fill any vacant overtime slots for the following week (defined as Sunday, 1:00 AM through Sunday, 1:00 AM) by inverse order of seniority by classification.

Any overtime that arises during the month where Management has more seventy-two (72) hours notice of such vacancy, Management shall add those additional overtime hours to the posted overtime notice. Employees shall be allowed to fill those additional hours by seniority. If the vacancy slot is not filled within seventy-two (72) hours of its occurrence, Management may fill the slot through the emergency overtime procedure. Overtime that becomes known to Management with less than seventy-two (72) hours notice shall be considered emergency overtime. At the seventy-two (72) hour point, Management shall immediately commence the process of trying to fill the overtime vacancy. Management may offer this overtime to any ECO it chooses. If Management is unable to fill the overtime through this method, Management shall have the right to order the least senior employee to work the vacant slot. Management shall not require any employee to work more than sixteen (16) continuous hours, except in the case of extreme emergency.

Management shall be allowed seventy-two (72) hours notice for filing an overtime vacancy with the understanding that supervisors will make an immediate effort to fill the overtime vacancy.

Management shall have the right to excuse employees from required overtime for good and sufficient reasons as determined by Management.

- B. In the assignment of overtime hours, Management will, consistent with the needs of the service, give preference to those persons holding permanent appointment. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of each month.
- C. Overtime provisions established in a given department/division which may be contrary to these provisions will be controlling provided the provisions are agreed to by the Union and Management.

Section 7. Bargaining Unit Work

Supervisory personnel outside of the bargaining unit shall not, except in emergency situations or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

ARTICLE 15 REST PERIOD

Section 1. Management shall schedule, as part of the eight (8) hour work day, two (2) paid thirty (30) minute rest periods as close to the middle of each one-half (½) of the shift as practical. Such periods may be subject to interruption as the needs of the service demand and employees may choose to leave the area designated for such purpose if he/she carries an electronic means of being contacted (as provided by the Employer) when he/she does leave the designated rest period area and can return within a reasonable time if so contacted.

With permission of the manager/supervisor, one thirty (30) minute rest period may be taken as two (2) fifteen (15) minute breaks during one-half (½) of an employee's work shift.

ARTICLE 16 NEW OR CHANGED JOBS

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs established in the bargaining unit. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job, the matter shall be subject to an appeal filed directly with the Civil Service Board in Step 3.A. of the grievance procedure. 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.

ARTICLE 17 WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule forth in Appendix B.

Section 2. After July 1, 2001, all new hires who have a bank account shall be required as a condition of employment to enroll in direct deposit.

Section 3. For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 12:59 PM and 8:59 PM. The third shift is defined as any work period commencing between the hours of 8:59 PM and 3:59 AM.

A bargaining unit member who reports to work outside his/her regularly scheduled shift shall be paid the applicable shift differential for those hours which correspond to the second or third shift as those shifts may be established from time to time by Management. As an example:

1 st shift hours as established by Management:	9:00 AM – 5:00 PM
2 nd shift hours as established by Management:	5:00 PM – 1:00 AM
3 rd shift hours as established by Management:	1:00 AM – 9:00 AM

An employee who has been regularly assigned to 1st shift reports to work at 3:00 AM and works until 9:00 AM on overtime, and then works his/her regular shift ending at 5:00 PM. Under the above provisions the employee would be paid 3rd shift differential for the hours worked from 3:00 AM until 9:00 AM and would not be entitled to any shift differential for the regular 1st shift hours (9:00 AM to 5:00 PM) worked during the fourteen (14) hour work period which began at 3:00 AM.

An employee who has been regularly assigned to 1st shift reports to work at 5:00 AM and works until 9:00 AM on overtime, and then works his/her regular shift ending at 5:00 PM. Under the above provisions the employee would be paid 3rd shift differential for the hours worked from 5:00 AM until 9:00 AM and would not be entitled to any shift differential for the regular 1st shift hours (9:00 AM to 5:00 PM) worked during the twelve (12) hour work period which began at 5:00 AM.

An employee who is on his/her day off is assigned to come in at 9:00 PM and work until 5:00 AM. Under the above provisions the employee would be paid 2nd shift differential for the hours worked from 9:00 PM until 1:00 AM, and 3rd shift differential for hours worked from 1:00 AM until 5:00 AM.

Nothing herein shall be interpreted to prohibit Management from establishing additional or altering and/or abolishing existing first, second, or third shift shifts resulting in shifts which have a different starting and ending times as used in the examples above provided the definition as contained herein shall be used to appropriately designate those eight (8) hour shifts as being either first, second, or third shift.

The following shift differentials shall apply:

January 1, 1996:	60¢/hour second shift
	65¢/hour third shift

ARTICLE 18 **PAY CHANGES**

Section 1. Purpose

The following provisions shall govern the assignment of pay steps to employees of the City.

Section 2. Definitions for Purposes of This Article

- A. **Promotion** shall mean a change in employment to a position class which has a higher maximum salary.
- B. **Demotion** shall mean a change in employment to a position class which has a lower maximum salary.

- C. **Transfer** shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. **Reclassification** shall mean the changing of a position from one class to another based on the duties involved.
- E. **Salary Step Increase** shall mean an increase in compensation to the next higher step in the same pay range.

Section 3. Anniversary Dates for Pay Change Purposes

A. Establishment

- 1. **Original Employment and Re-Employment:** The date six (6) months after completion of the probation period and the corresponding date each year thereafter.
- 2. **Promotion:** The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
- 3. **Transfer:** The anniversary date remains unchanged.
- 4. **Demotion:** The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
- 5. **Reclassification:** The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

B. Postponement of Anniversary Date

Layoff, formal leave of absence or other separations from the payroll in excess of thirty (30) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations

- A. **Original Employment and Re-Employment:** Employees shall be employed at the lowest step for their position class.
- B. **End of Probation:** The employee's salary shall automatically increase to the next higher step at the end of his/her probationary period.
- C. **Anniversary Date**
 - 1. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.
 - 2. Each consideration found to be in good order by the Human Resources Director shall be referred to the City Manager for final determination.

3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
 4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position.
- D. **Promotion or Upward Reclassification:** Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
- E. **Transfers:** An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
- F. **Demotion and Downward Reclassification:** An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interests of Management to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the date of the event giving rise to the change.

It is the intent of the City to carry out the administrative process to establish a date of promotion as soon as possible following notice that an ECO-I has successfully passed the examination for the classification of ECO-II. The parties understand it takes time to grade an examination, convey notice of the fact the employee has passed the examination, and then input the necessary information into the payroll system. It is further understood that there is an administrative delay in establishing the promotional date and that date will not correspond to the date the test was given to the employee. However, if there is an administrative delay beyond what is generally encountered in establishing a date of promotion to ECO-II for a bargaining unit member, the parties agree to meet and attempt to reach a mutually agreeable adjustment of the date of promotion to compensate for such delay.

Section 6. Acting Assignment

If an employee works on Acting Assignment to a higher classification pursuant to a written order from Management, the employee shall be paid at the first salary step which is at least one full step higher than the employee's regular rate of pay for all hours so worked, computed to the nearest full hour. An employee shall not normally receive Acting Assignment Pay for Sick Leave, Vacations or Holidays unless it is otherwise specifically provided for in the written order. Such assignment shall not exceed a period of twelve (12) consecutive months. Where consistent with the needs of the service, the Acting Assignment must be offered to the most senior qualified employee in the appropriate classification as determined by Management.

ARTICLE 19
LONGEVITY PAY

Section 1. Purpose

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

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:

Effective January 1, 1995:

<u>Service Years</u>	<u>Longevity Payment</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.
- 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 shall be paid on a separate check based on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- B. Longevity pay shall be for the period of service from June 1 to November 30, payable within the first fifteen (15) days in December and December 1 to May 31, payable within the first fifteen (15) days in June.

Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date.

- A. An unpaid leave of absence or a layoff of thirty (30) 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 thirty (30) 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 time basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid leave shall receive longevity pay on a prorated time basis for calendar months served.

ARTICLE 20
VACATIONS

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

- A. An employee with less than five (5) years of continuous service shall earn vacation based upon the monthly earned rate of eight (8) hours multiplied by the number of months in which the employee worked one-half (½) or more of his/her scheduled duty days to a maximum of twelve (12) work days [96 hours] per year. (The eight hour monthly earned rate is arrived at by dividing the maximum vacation hours that can be credited for the years of continuous service by the number of months in a year [96 ÷ 12 = 8]).
- B. Two (2) work days of vacation (sixteen [16] hours) shall be credited to each permanent employee upon successful completion of his/her entrance probationary period.
- C. On the first day following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulatively each year) of vacation so that on the day following completion of his/her nineteenth (19th) year of continuous service an employee may be eligible for a total of twenty-seven (27) work days of vacation, as follows:

Years of
Continuous Service

Vacation Hours Credited on the
Day Following Anniversary

1-4 years	96 hours
5 years	104 hours
6 years	112 hours
7 years	120 hours
8 years	128 hours
9 years	136 hours
10 years	144 hours
11 years	152 hours
12 years	160 hours
13 years	168 hours
14 years	176 hours
15 years	184 hours
16 years	192 hours
17 years	200 hours
18 years	208 hours
19 years and over	216 hours

- D. Employees who work one-half ($\frac{1}{2}$) or more of their scheduled duty days shall earn vacation credit for that month.

Section 3. Use of Vacation

- A. Prior to December 1 of each year, Management shall post a notice for vacation sign-up for the following calendar year. The notice shall remain posted for sixty (60) days. Vacations shall be scheduled with due regard for seniority, employee preference, and "needs of the service". Management will review and grant adjustments in the daily allotments where consistent with staffing factors.
- B. On January 1 of each year, personnel shall have credited the appropriate amount of vacation time, based upon the preceding calendar year of service. On the anniversary date of the employee, any additional hours of vacation due shall be credited to the employee. 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 1/1 and 11/30.
- C. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- D. Combining vacation and compensatory time off shall be allowed on approval of the Police Chief or his/her designee(s).
- E. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon terminating, the employee shall be paid in full to the nearest one-half ($\frac{1}{2}$) day for all unused vacation up to a maximum of twenty-seven (27) work days provided that, in the event termination is caused by death, resignation or retirement of the employee, a maximum payment limitation shall not apply.

- F. One (1) vacation day may be used at the employee's discretion on the day of occurrence of his/her birthday in order to observe the birthday as a full day off. If the employee's birthday should fall on an observed holiday as provided in Section 2 of Article 21, the employee shall be allowed at his/her discretion to observe the birthday on that holiday and such day off shall not be charged as vacation as provided in Section 3C of Article 21.

Section 4. Vacation Pay Advance

An employee going on vacation who so requests, shall 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 the process, less any prior obligations.

ARTICLE 21 HOLIDAYS

Section 1. Holiday Pay

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday.

Section 2. Holidays

The following shall be general paid holidays for employees:

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

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government unless the parties agree otherwise.

- A. Whenever any of the above holidays falls on Saturday, holiday premium pay shall be payable only for that day.
- B. Whenever any of the above holidays falls on Sunday, holiday premium pay shall be payable only for that day.
- C. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein, provided that no employee shall receive credit for more than thirteen (13) holidays in any calendar year.
- D. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day immediately preceding and immediately following any general paid holiday.
- E. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.

- F. On general paid holidays, only those employees shall be on duty whose services are necessary.

Section 3. Method of Compensation for Holiday Work

- A. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half (1½) times their hourly rates for such hours worked, in addition to the number of hours credited as provided in "D" above.
- B. If any of the above holidays fall on an employee's regular day off, the employee shall be credited with the number of work hours for such day, as provided in "D" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- C. General paid holidays shall not be charged as vacation or sick leave.
- D. Employees absent unexcused on a general paid holiday on which they are scheduled to work, shall receive no pay for that day.

ARTICLE 22
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 or sister-in-law of the employee.
- B. **Service** shall mean any period of time for which an 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. An employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works one-half (½) or more of his/her scheduled duty 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 shall be charged to the nearest one-half (½) hour.

Section 4. Permitted Uses-Bereavement and Sick Leave

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 his/her Department or Division Head.

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 and/or their spouse. Such use shall be limited to three (3) occurrences per calendar year.

B. Emergency Use

1. An employee shall be entitled to take up to two (2) days bereavement leave, paid leave, 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. One (1) day may be used, as reasonably necessary under instant circumstances, on the occasion of normal childbirth.
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 his/her Department or Division Head. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

C. Vacation Use

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

D. Compensatory Time Use

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by his/her Department or Division Head.

Section 5. Excluded Uses

A. Paid sick leave shall not be authorized:

1. For personal injury incurred in supplemental employment.
2. The parties agree that the sick leave provisions of Article 22 of the Labor Agreement between the City of Grand Rapids and the Union shall not apply in the following circumstances: No benefits shall be paid to any employee claiming said benefits if the employee is found to have performed any work while on sick leave.

For purposes of this stipulation, the term "any work" shall not include such work activity in and around the home of the employee when said work is not detrimental to recovery from the illness or injury causing the absence as determined by the City Physician.

Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as his/her Department or Division Head 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 an examination and release for work by the City Physician. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 1 level.

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 the death of an employee, 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. An employee who is discharged for just cause from service with the City shall not be entitled to any benefit under this provision whether the discharge is uncontested or upheld in arbitration or another appellate forum.

Section 10. Notification

An employee who expects to be absent on sick leave must notify his/her Department as promptly as practical, depending on the circumstances, prior to the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for paid sick leave. The employee shall report his/her status every third working day of absence unless hospitalized.

Section 11. The parties agree to jointly establish a program to allow full time employees who retire or resign to receive pension service credit for all of their unused sick leave time up to a maximum of 2,080 hours. An employee will not be paid for any remaining, unused sick leave in excess of these 2,080 hours. However, employees would not be allowed to use sick leave to acquire eligibility status for attaining said pension.

ARTICLE 23
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; in so doing, Management will attempt to place the employee in a position as close as possible to his/her previous wage level. The promotional provisions of Article 11 shall not be construed as a bar to appointing an individual under this provision to a classification with a higher maximum range.

ARTICLE 24
LEAVE FOR UNION BUSINESS

A total of ten (10) personal days with pay per year may be used to attend any and all Union conventions, labor seminars or conferences, provided such leaves are requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement.

ARTICLE 25
JURY LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period.

Section 2. An employee whose regular work shift is at a time other than the day shift who is called upon to serve jury duty shall upon request be temporarily reassigned to the day shift for the days on which he/she is actually assigned to serve on a jury.

ARTICLE 26
INSURANCE

Section 1. 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 booklet. 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.

Effective January 1, 1993, Management shall adjust the City's basic group plan presently administered by the Travelers' Insurance Company to require the employee to pay an annual deductible of \$50 per calendar year of covered benefits, with a family deductible cap of \$100 per calendar year. Dental, vision, and drug prescription card coverages are not included in this deductible. This deductible does not apply to retirees or to those employees insured under HMO health plans.

Effective July 1, 1999, all employees shall be covered by a single insurance plan, currently referred to as the Unified Health Plan to be administered by Blue Cross Blue Shield. Effective April 1, 2004, the Health Care Plan will be administered by BenefitSource Inc. The Employer maintains the right to name the administrative agent, provided that there will be no changes in the present negotiated benefit levels of the Health Care Plan during the life of this agreement.

Effective March 24, 2009, the following changes to or additions to benefits and/or co-payments became effective:

1. 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.
2. Employee dependent coverage under this Article 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 nineteenth (19th) 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 (23rd) birthday.
3. 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 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 over-the-counter 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.
4. There shall be an annual cap of \$600 on payments by the City of Grand Rapids for Proton Pump Inhibitor (PPI) drugs prescribed as either brand name or generic equivalents. The over-the-counter (OTC) program shall remain in effect and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on proton pump inhibitor 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 the brand shall be increased to \$40 and the \$10 co-pay for generic 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-pay by the employee.
5. Each bargaining unit member shall be responsible to contribute on a pre-tax basis each pay period toward health care coverage (being termed "premium sharing") in the gross amount of \$56.08. Such premium sharing shall not apply to any bargaining unit member who has opted out of City health care coverage in accordance with Section 6-Health Insurance Opt Out of this Article. The employee health care premium contribution payment effective July 1, 2009 through June 30, 2010 shall be a gross amount of \$60.62 each bi-weekly pay period regardless of the actual calculated amount of the 10% employee health care premium cost. Effective July 1, 2010, the actual 10% health care premium contribution payment (as actuarially determined for calendar year 2010) shall be implemented during the last year of the Agreement.

The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and pre-65 retirees. 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, pre-65 retirees, 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 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 1st of the upcoming calendar year. Employees shall be required to pay 1/26th of their percentage portion of the annual health care cost each bi-weekly pay period.

6. Retiree Health Savings Account (RHSA) and Alternative Savings Account Benefits
Effective July 1, 2008, the City's Health Care Plan for retirees shall be converted from a fully City funded premium cost basis to a joint employee/employer funded contribution basis into a Retiree Health Savings Account (RHSA).

A. New Hires: New hires after March 24, 2009, shall be eligible after six (6) months of service only for a defined-contribution retiree health care savings account (RHSA). To aid employees in making their employee contribution to their RHSA, their employee contribution shall step up on an employee's anniversary date coinciding with his/her step increases to permit them to provide increasing employee contributions in accordance with the following:

- After six (6) months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six (6) months during which time the City shall make contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).
- For the next one (1) year of service, the employee shall make contributions at the annual of \$750 (\$28.85 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,500, payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
- For all years thereafter the employee shall make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

New hires after March 24, 2009, shall vest in the City funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the City of Grand Rapids Retirement System. If employees hired on or after March 24, 2009, separate from City employment prior to vesting in the City of Grand Rapids Retirement System, they will only be entitled to receive employee contributions and investment earnings on those employee contributions from their RHSA,

B. Mandatory Conversion: The City shall establish an RHSA for each bargaining unit member who has not vested in the City of Grand Rapids Retirement System with eight (8) years of credited service as of May 1, 2010, and make a transitional

contribution (as soon as administratively possible after March 24, 2009) based upon factors which are the ratio of the member's years of service (relative to thirty [30] years of service) and age (relative to the normal retirement age of fifty-five [55]) times ninety percent (90%) of the actuarially determined present value of the bargaining unit member's accrued benefit as of January 1, 2009. The initial contribution shall be the greater of:

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result shall be multiplied by a percentage determined by reducing 100% by .6% (six tenths of a percent) for each month the employee is below the age of fifty-five(55);

or

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result shall be multiplied by a percentage determined by dividing the months of service as of January 1, 2009, by 360 months.

Effective as soon as administratively possible following March 24, 2009, the bargaining unit member shall make a contribution to his/her RHSA on a pre-tax basis each pay period in the amount which equates to a \$1,000 annual contribution. Effective as soon as administratively possible after March 24, 2009, the City shall contribute on a pre-tax basis each pay period an amount which equates to a \$1,750 annual contribution to each bargaining unit member's RHSA. No further fully City funded premium cost health care coverage entitlement shall be provided to new hires or those bargaining unit members who are mandatorily converted after March 24, 2009. New hires after March 24, 2009, shall be provided with an RHSA funded in the above manner and no transitional contribution shall apply.

Bargaining unit members who have been mandatorily converted to an RHSA and thereafter separate from City employment shall, in accordance with IRS regulations and plan provisions, be entitled to receive the initial City contribution to their RHSA, the annual City contributions, their annual employee contributions, and all investment earnings from their RHSA when they leave City employment.

- C. City of Grand Rapids Sponsored Group Health Care Plan: Active employees hired prior to July 1, 2008, who have vested (with eight [8] years of credited service) in the City of Grand Rapids General Retirement System as of May 1, 2010, shall be provided with a vesting percentage in the prior fully funded premium plan based upon the ratio of his/her years of service to thirty (30) years of service. That vesting percentage shall be increased on an annual basis by an amount of three and one-half percent (3.5%) for each complete year of service after establishing the earned percentage at twenty-three percent (23%) at eight (8) years as follows:

Thirty (30) Year Accrual (at .29167% per month) Vesting
at 96 Complete Months of Credited Service

96 Months	23.0%
108 Months	26.5%
120 Months	30.0%
132 Months	33.5%
144 Months	37.0%

156 Months	40.5%
168 Months	44.0%
180 Months	47.5%
192 Months	51.0%
204 Months	54.5%
216 Months	58.0%
228 Months	61.5%
240 Months	65.0%
252 Months	68.5%
264 Months	72.0%
276 Months	75.5%
288 Months	79.0%
300 Months	82.5%
312 Months	86.0%
324 Months	89.5%
336 Months	93.0%
348 Months	96.5%
360 Months	100%

Bargaining unit members who were hired before March 24, 2009, shall be entitled to qualify for City sponsored retiree health care coverage upon meeting the eligibility requirements (i.e. receiving a retirement allowance as a retirant of the City of Grand Rapids General Retirement System after becoming at least fifty-five [55] years of age with eight [8] or more years of service or being awarded a disability pension entitlement under Section 1.209.1 of the City of Grand Rapids General Retirement System Ordinance). Such employees shall be entitled to retiree health care benefits on a percentage basis of what has been earned on a thirty (30) year accrual basis (see above chart), provided that in the case of being awarded a disability pension entitlement by the Board such employee shall be considered to have achieved 100% entitlement less the applicable premium sharing amount or percentage.

D. Voluntary Conversion: Bargaining unit members who are vested in the City of Grand Rapids Retirement System as of May 1, 2010, shall be provided the option of voluntarily converting their earned City funded premium cost basis health care coverage for a conversion dollar amount (based upon an amount to be determined by an actuary as of July 2, 2008) and have that calculated voluntary conversion amount deposited into an RHSA. Such option may be utilized on or before November 24, 2009. The conversion amount shall be the greater of:

- Five percent (5%) of the actuarially determined present value of the accrued benefit;
- or
- The actuarially determined present value of the accrued benefit multiplied by ninety percent (90%) multiplied by a percentage determined by reducing one hundred percent (100%) by .6% (six tenths of one percent) for each month that the employee is below the age of fifty-five (55).

On-going contributions for those who voluntarily convert to a RHSA shall be at an annual rate of \$1,750 by the City in bi-weekly pay period increments (\$67.30 gross per payroll) and at an annual rate of \$1,000 by the employee (\$38.46 gross per bi-weekly pay period).

- E. The City, upon request, shall provide access to an investment counselor to advise a bargaining unit member on the actuarially projected value of his/her RHSA at the time of his/her retirement.
7. Disability Retirement: In the case of a disability retirement pursuant to Section 1.209.1 of the City of Grand Rapids General Retirement System ordinance, the spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the Pension Board) shall be eligible for retiree health care benefits until the time the retiree reaches or would have reached age sixty-five (65). If the retiree and the spouse at the time of retirement should have further children after retirement, such children by birth shall also be considered to be a qualified dependent 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-five (55).
8. Deferred Retirement: Bargaining unit members who are hired on or after March 24, 2009, shall not be entitled to re-qualify for City sponsored retiree health care coverage if they separate from employment in deferred retirement status.
9. Bargaining unit members who retire after March 24, 2009, shall have their retiree health care benefits, if utilizing the City as a source of such coverage, adjusted to match those of active employees (including any applicable premium sharing dollar amounts or percentages). It is understood that the premium sharing requirement would not be applicable to those bargaining unit members who are mandatorily converted or who only qualify for the RHSA retiree health care benefit based upon date of hire and/or years of credited service as of May 1, 2010, as those employees' retiree health care coverage will be replaced by the City's contributions to an RHSA.

Section 2. Death Benefit Payment

- A. Management shall, at its expense, provide a Forty Thousand Dollars (\$40,000) cash payment to each employee within the bargaining unit which 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. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" form which shall be provided by Management and shall be kept on file in the City Human Resources Department. 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. In case 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. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than Forty Thousand Dollars (\$40,000), Management shall make a lump cash payment equal to the difference between the amount of Forty Thousand Dollars (\$40,000) and the total Workers' Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, 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 under the circumstances and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) 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 by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- C. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under Subsection "A" hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of Forty Thousand Dollars (\$40,000).
- E. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.

- F. No determination, presumption, or finding 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 provisions 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 Subsection "C".

Section 3. 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 retired City employees and their eligible dependents. Retired 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 booklet. It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: (a) the employee retires with thirty (30) years of service and is at least 50 years old; or (b) the employee is at least 55 years old and has eight (8) years of service; or (c) the employee is disabled pursuant to the provisions of the pension ordinance.

Dependents are understood to be the spouse who is married to the retiree and any qualifying children of the retiree (i.e. a child who has not reached or will not reach his/her 19th birthday in the calendar year, or in the case of a full time student his/her 23rd birthday in the calendar year) at the time the retiree begins receiving a retirement allowance. In the case where the retiree predeceases the covered dependents, such health coverage shall begin when the retiree would have qualified for health care coverage as provided above and shall be continued until the retiree would have become eligible for Medicare or similar national health insurance benefits.

In any case, continued retiree health care coverage shall cease for the dependents of a retiree or deceased retiree if the spouse (at the time of his/her retirement) should remarry or becomes eligible for health care coverage under the plan of another employer.

Section 4. Management shall provide employees with a complete physical examination, including an auditory exam, based on the police exam schedule.

Section 5. Effective January 1, 1999, the City shall contribute .25% of the unit base payroll annually to the supplemental insurance fund. Effective January 1, 2000, the City shall contribute an additional .25% to this fund. Such fund shall be administered by the Medicare Supplement Trust Fund trustees in accordance with the provisions of an ordinance of the City of Grand Rapids.

Section 6. – Health Insurance Opt Out

- A. City of Grand Rapids 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.

If the employee elects not to opt out of the City's insurance coverage and his/her spouse is working and has health care coverage, coordination of benefits shall be carried out making the spouse's health care coverage primary and the City's health care coverage secondary for any covered benefit.

- B. Participating employees who opt out will receive 50% of the amount of the active employee health care cost, net of the employee health care cost contribution at the time the employee

opts out of the City's plan (i.e. the current composite rate is \$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 may be used for any City authorized deferred compensation programs (ICMA 457 plan).

- C. This election shall take place annually. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
- D. Every City of Grand Rapids employee must be covered by health insurance.

Section 7. Income Maintenance Plan

- A. The income maintenance plan provides employees with an income allowance equal to seventy-five percent (75%) of his/her regularly assigned wages for a period of one (1) full year in the event of an illness or disability which prevents the employee from being at his/her regular City employment.
- B. The income maintenance allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick and vacation benefits and compensatory time. Employees shall remain on Management's payroll and continue to have health insurance coverage as provided in Article 26, and contributions made by Management for credited service time for pension purposes under Article 27. For paid leave accrual and other benefit purposes, the employee shall be considered to be on a formal unpaid leave of absence during the period he/she is receiving income maintenance allowance.
- C. In the event 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 will be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned wages during the period of illness or disability.
- D. All decisions relative to degree of illness or disability of any employee and whether or not the employee should or should not be at work will be made by the City Physician, subject to appellate review by the City manager. A decision made by the City Manager shall be final and not subject to further appeal. It is understood that income maintenance benefits are intended for extreme situations of a catastrophic nature.
- E. Any employee who returns to work after being absent on the income maintenance plan for more than (6) months shall be ineligible to request implementation of the plan for the next twelve (12) months following their return.

Section 8. The City shall have the right (during the life of this agreement, any extension period of this agreement, and/or the life of any subsequent successor agreement in which these provisions are continued in effect) 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 employees and/or their qualified dependents.

ARTICLE 27
PENSION

Section 1. The pension benefit levels shall be continued for the life of this Agreement. To the extent that they are not in conflict with or impact the benefit levels of this bargaining unit, the parties may meet and confer about any amendments to the pension plan subsequently adopted and approved by the City Commission.

The parties agree to implement the pension ordinance amendments concerning Sections 1.221, Section 1.224, and Section 1.225 as follows:

A. Section 1.221 – Employer Contributions

- (1) The financial objective of the System shall be to receive contributions each fiscal year which are sufficient to fund the actuarial cost of benefits likely to be paid on account of service earned by members during the fiscal year (the current service contribution) and amortize the unfunded actuarial cost of benefits likely to be paid on account of service earned by members prior to the fiscal year (if any) over a period of years as established by the City.
- (2) If valuation assets exceed actuarial accrued liabilities, the difference shall be the full funding credit. The contributions determined under Section 1.221(1) shall be reduced by an amount which will amortize the full funding credit (if any) over a period of years as established by the City.
- (3) Notwithstanding the offset to current service contributions under (2) of this Section, the City shall make a contribution in the amount determined in this paragraph. In the event the System has greater valuation assets than actuarial accrued liabilities, the city will pay its current service contribution during its next ensuing fiscal year reduced by 10% (or portion thereof) that valuation assets exceed the actuarial accrued liabilities, as determined on the prior June 30 valuation date, except as provided below. The unreduced current service contribution will be paid during the next ensuing fiscal year if the market value of assets on the March 31 prior to the next ensuing fiscal year exceeds the actuarial present value of expected future benefit payments determined at the prior June 30. This subsection 93) shall be effective beginning with the June 30, 1997, actuarial valuation for the contribution rate for July 1, 1998 (FY 1999).
- (4) The Employer's contributions for special early pensions shall be determined on a one-year term basis. The Board shall annually certify to the City Commission the amount of contribution so ascertained for the Employer and the Employer shall during its next ensuing fiscal year pay such amount to the System. Such payments shall be made in such manner and form and in such frequency and shall be accompanied by such supporting data as the Board shall from time to time determine. When received, such payments shall be credited to the benefit reserve fund.
- (5) Contribution requirements under Sections 1.221(1), (2), and (3) shall be determined by annual actuarial valuations using a generally recognized level percent of payroll actuarial cost method.

- (6) The Board shall certify to the City Commission the amount of annual contribution needed to meet the financial objective and the City Commission shall appropriate and cause the contribution to be paid to the System.

B. Section 1.224 – Limitation of Use of Assets

- (1) All assets of the System shall be held for the sole purpose of paying benefits and making disbursements in accordance with the provisions of this Article and shall be used for no other purpose whatsoever.
- (2) The Board shall not cause the System to lend any part of its income or corpus to the City without the receipt of adequate security and a reasonable rate of interest; pay any compensation to the City, in excess of a reasonable allowance for salaries or compensation for personal services actually rendered to the City; make any part of its services available on a preferential basis to the City; make any substantial purchase of securities or any other property for more than adequate consideration in money or money's worth from the City; sell any substantial part of its securities or other property to the City for less than adequate consideration in money or money's work; or engage in any other transaction with the city which results in a substantial diversion of its income or corpus to the City. Nothing in this section shall require the Board to loan assets of the System to the City or to engage in any other transaction referred to in this section.

C. Section 1.225 – Distribution of Assets if System is Terminated

- (1) The Employer hopes and expects to continue the System indefinitely but necessarily reserves the right to amend, modify, suspend, or terminate the System in a manner compatible with any applicable collective bargaining agreement.

No such action shall operate to recapture for the Employer any contributions previously made under the System prior to the satisfaction of all liabilities for System benefits to members, nor, except to the extent necessary to meet the requirements of any other governmental Authority, to affect adversely the benefits of retirants and beneficiaries or the trust fund or insured fund then securing such benefits.

- (2) If the System is terminated, the amount of the trust fund and/or insured fund then held by the System shall be allocated, subject to provisions for expenses of administration or liquidation, in the following manner for the exclusive benefit of the then retired and non-retired members (and their beneficiaries) having an interest in this System. Such assets shall be allocated to such persons in the following order of precedence:
 - (a) To provide for the payment to each non-retired member of an amount equal to his/her accumulated contributions;
 - (b) If any assets remain after complete allocations for the purposes of (a) above, to provide for the continuance of allowances to retirants and beneficiaries, if any;
 - (c) If any assets remain after complete allocations for the purposes of (a) and (b) above, they shall be allocated toward the potential rights of non-retired members on an equitable and nondiscriminatory basis according to accepted actuarial principles; and

- (d) If any assets remain after satisfaction of all liabilities provided for in (a), (b), and (c) above, any excess shall be delivered over and paid to the Employer according to determinations made by the actuary.

The above allocations to System participants shall be distributed by the System in annuities or in such other manner as may be determined by the Board. Payment of all other assets shall be made as determined by the City Commission.

Section 2.

Effective January 1, 2002, the pension multiplier increases from 2.5% to 2.7%. There will be a 90% cap for all new hires after May 7, 2002.

Effective July 1, 2005, all W-2 earnings will be included as participating earnings in accordance with the actuarial report. Members 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 members 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. The pension ordinance shall be amended in accordance with the actuary's recommendation to reflect such changes. The cost of this benefit improvement shall be born by the employees by increasing the employee contribution by 3.08% (from 2.28% to 5.36%) to cover the cost of this improvement.

Section 3. Effective January 1, 2001, employees may retire at age 55 with 8 years of service.

ARTICLE 28
UNIFORMS

In the event the City requires Emergency Communications Operator I, II, and III employees to wear a uniform of a style and quality determined by the City, the City will provide such uniform at the City's expense. The City agrees to negotiate the impact of such change with the Union, when and if it occurs.

ARTICLE 29
MILITARY SERVICE VETERANS

Section 1. The re-employment of military service veterans shall be in accordance with the applicable statutes in affect at the time of the re-employment.

Section 2. A maximum of two (2) weeks military leave of absence with full pay in any one (1) calendar year will be granted to employees who are members of any branch of the Armed Services Reserve and who have completed their entrance probationary period. Employees who have not completed their entrance probationary period will be eligible for military leave of absence, without pay.

Section 3. Employees required to participate in weekend military training as part of Armed Services Reserve obligations, may request to have their off-duty days rescheduled to accommodate such training.

ARTICLE 30
WORKERS' COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's Workers' Compensation and supplement when combined shall not exceed his/her regular allowable take home pay.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers' Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 31
BULLETIN BOARDS

Section 1. Management shall provide space for a bulletin board in a mutually acceptable locations within the Dispatch Center to be used by the Union for posting notices of interest to its members.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Union will be posted thereon. Management will call to the attention of the Union any posted material it considers objectionable and the Union will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE 32
NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate against any person because of his/her race, creed, color, national origin, age, sex, handicap, marital status, or number of dependents. There will be no discrimination against any employee because of his/her duties as a Union official, steward, or committee member.

Section 2. Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

ARTICLE 33
MAINTENANCE OF STANDARDS

Management 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 34
AUTHORIZED REPRESENTATIVES

Any action by any Management or Union official named herein may be exercised by his/her duly authorized representative.

ARTICLE 35
SUPPLEMENTAL AGREEMENTS

All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.

ARTICLE 36
VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE 37
SAFETY

Section 1. The parties to this Agreement shall cooperate in the establishment of safety rules and regulations. Two (2) employees of the bargaining unit shall be members of the safety committee.

Section 2. Management shall meet safety responsibilities under the Michigan Occupational Safety and Health Act (MIOSHA) and that is to furnish to each employee a place of employment free from recognized hazards, to maintain certain records and reports and to supply safety equipment as it deems necessary to meet its requirements under applicable state or federal safety acts.

Section 3. It is the responsibility of every employee under this Agreement to follow all established department safety regulations. Further, it will be the responsibility of every employee to follow all new safety regulations which may be established through local, state or federal law.

Section 4. If equipment shall be regarded as defective by a bargaining unit member, he/she shall immediately inform his/her immediate supervisor of the fact and present him/her with a list of the defects. The City shall assess the condition of the equipment and if found unsafe, shall not require employees to utilize that equipment.

ARTICLE 38
CAR ALLOWANCE AND PARKING

Section 1. Employees properly authorized and directed by Management to use their personal vehicles in the performance of City business shall be paid in accordance with Administrative Policy #69-03, as it may be amended from time to time by the City Manager, for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees employed in the Police Headquarters who drive their personal vehicles to work in the City owned

parking ramp at the corner of Ionia and Louis (known as the Monroe Center ramp) on a twenty-four (24) hour seven (7) day a week basis.

Section 3. The Union and Management agree to meet and explore alternative transportation incentives. The purpose of these meetings will be to see if incentives can be provided to avoid driving personal vehicles to work.

ARTICLE 39 DIVERSITY

The parties agree to work jointly during the period of this contract to identify ways to nurture diversity in the Emergency Communications Operators field.

ARTICLE 40 WORK/LIFE POLICY

The parties agree to arrange for interested representatives to serve on and encourage the important work of the Work/Life Strategic Planning Committee.

ARTICLE 41 ENTIRE AGREEMENT

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

ARTICLE 42 TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2011. The parties agree to begin negotiations on the amendment modification, extension and/or renewal of this Agreement with no less than sixty (60) days written notice prior to the current year's termination date.

Section 2. If either party desires to modify or change this Agreement, it shall, no less than sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail to the Union or to Management at their regular addresses in Grand Rapids, Michigan or to any such address as the Union or the Management may make available to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 29th day of December, 2009.

WITNESSES:

AFFIX

Mayor's Signature

SB 12/29/09

Dept. of Law

CITY OF GRAND RAPIDS

By [Signature]
George K. Heartwell, Mayor

By [Signature]
Lauri S. Parks, City Clerk

APPROVED FOR MAYOR'S SIGNATURE

[Signature]
Assistant City Attorney

POLICE OFFICERS LABOR COUNCIL
EMERGENCY COMMUNICATIONS
OPERATOR I, II, AND III

[Signature]
Michael Krenz

[Signature]
Mike Woronko

1.

**LETTER OF INTENT
SICK LEAVE BENEFITS**

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of sick leave benefits.

The City has proposed various restrictions on the future use of such benefits because it is felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appears that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of sick leave with the specific understanding; however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of sick leave benefits.

2.

**LETTER OF UNDERSTANDING
REPAYMENT OF OVERPAYMENT BY CITY**

During the 1982 negotiations, the Union expressed a concern that, on occasion, employees receive an overpayment of money from the City. When this occurs, it is necessary for the employee to make arrangements to repay the sum owed to the City. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. Such repayment shall be made in accordance with all applicable statutes.

3.

CALL BACK STIPULATION

- A. The call back provision shall be applicable only in the case where an employee has both punched out and actually left City premises without knowing of the need for the work involved.
- B. The call back provision shall be applicable in the case where an employee who is on the City's premises before his/her regular starting time without as yet having punched in for that shift, is assigned work by Management to be done before his/her regular starting time.
- C. Present call back pay computation practices with respect to the beginning of paid time shall be continued.

4.

STIPULATION ON FORTY (40) HOUR WEEK

In consideration of the above terms and conditions, the City will not reduce the work week below forty (40) hours in lieu of layoffs.

5.

**MEMORANDUM OF UNDERSTANDING
VACATION SELECTION POLICY**

The parties agree that employees holding the classifications of Emergency Communications Operator I and II shall select their vacation leave in accordance with the same selection procedures utilized by sworn police personnel, including the following provisions:

- A. Vacation selection is by shift, per employee shift seniority, for the entire calendar year. Employees shall not be allowed to select or secure vacation which exceeds their credited amount.
- B. Employees, by shift seniority, shall be allowed to select preferred vacation in weekly increments first.
- C. After all employees on each shift have been allowed vacation selection in weekly increments, the procedure shall then be repeated with employees being allowed, once again by seniority, to select vacation in daily increments.
- D. After vacation is selected by employees in weekly and daily increments, vacation selection shall then be allowed on a first-come, first-serve basis.
- E. An employee who secures vacation during the vacation selection period and elects to change shifts at the shift bid period shall be denied that vacation if another employee on that shift had previously secured the same vacation period.
- F. An employee who secures vacation during the vacation selection period and is transferred by Management to another shift, or bumped by another employee to another shift at the shift bid period, shall have their previously secured vacation honored.

6.

**MEMORANDUM OF UNDERSTANDING
SUBSTITUTION OF COMPENSATORY TIME FOR SCHEDULED VACATION**

The parties agree that compensatory time off may not be used in lieu of scheduled vacation which has been approved under the provisions of Article 20-Vacation, Section 3.

7.

**LETTER OF UNDERSTANDING
EMERGENCY COMMUNICATIONS TRAINING**

The parties have reached the following agreement concerning the establishment and implementation of a formal communications training program in the Grand Rapids Police Department. The purpose of the program shall be to serve as an extension of the ECO training and selection process which combines "on the job training" with an objective performance assessment mechanism to insure that employment standards are met. In addition, the overall program is designed to provide a comprehensive evaluation and monitoring of the trainee's skills, knowledge, and ability to adhere to the job requirements. This information will be utilized in determining whether to retain or terminate the trainee's employment. Specific terms of this agreement are as follows:

- A. ECO-II's who have completed their probation shall be eligible (except as noted below in item #3) to seek a trainer spot. Additional qualifications will include a reliable attendance record and not consistent and/or continuous indication of documented job performance deficiencies.
- B. The number of ECO-II's needed as trainers shall be a decision made by management on an as-needed basis; however, it is anticipated that at least six trainers (two per shift) would be needed to cover the training needs.
- C. An employee desiring to become a trainer must first have at least two years of experience beyond probation as an ECO-II and receive the necessary training. With the training prerequisite, the employee is expected to serve as a trainer for a reasonable period of time thereafter.
- D. The compensation for an ECO-II trainer shall be a 10% increase in their base rate for the duration of time the employee services in the trainer capacity which includes the handling of paperwork and preparation time related to the training duties, but does not include meetings.
- E. For those employees who have been serving as trainers since January 1, 2000, they shall receive compensation retroactive to that date for actual time served as a trainer in this communications program.
- F. The contents of the program (incorporated into the Communications Training Officer Program, "CTO Manual") referenced in this agreement have been reviewed and approved by both parties. However, it is recognized that the CTO Program manual will be updated or modified occasionally as deemed necessary. Any substantive/significant changes will be discussed by the parties prior to implementation.
- G. Nothing in this agreement shall be interpreted or applied in such a way as to diminish or contradict the terms and conditions of Article 11-Seniority.
- H. The parties recognize that if at any point in the future the training program becomes unnecessary, the program will be terminated only upon mutual agreement.

8.

**LETTER OF UNDERSTANDING
INSURANCE FOR DEPENDENTS OF MILITARY ACTIVATED EMPLOYEES**

If in the future Management decides to adopt a City-wide policy for continuance of health insurance coverage for the covered dependents of employees who are called to active duty in the United States Armed Forces, Management agrees to meet with the Police Officers Labor Council/Emergency Communications Operator I and II unit to explore providing such benefit to members of its bargaining unit during the life of the current agreement.

9.

**SUPPLEMENTAL AGREEMENT
ENTRANCE WAGE STEP FOR EXPERIENCED EMERGENCY COMMUNICATIONS
OPERATORS AND SALARY PROGRESSION**

When an experienced candidate is hired as an Emergency Communications Operator I, the City may, if the candidate has a minimum of three (3) years experience as a full time Emergency Communications Operator with a police agency or center providing dispatch

operations for a police agency, offer initial employment at the E step versus the H step. This shall be considered as an exception to the provisions of Section 4(A) in Article 18-Pay Changes which would otherwise require that all original employment compensation begin at the lowest step for an employee's position class.

Candidates hired at the E step shall be subject to a six (6) month probationary period upon original appointment. Progression to the F step shall occur upon successful completion of initial probation at six (6) months service, and from the F step of the Emergency Communications Operator I pay range to the D step upon promotion to Emergency Communications Operator II if such promotion should occur prior to the anniversary date established as an Emergency Communications Operator I in accordance with Section 3(A, 1) in Article 18 after completion of initial probation.

10.

SUPPLEMENTAL AGREEMENT
SELECTION AND TRAINING – EMERGENCY COMMUNICATIONS OPERATOR II

During the negotiations for the collective bargaining Agreement covering the period of January 1, 2003 through December 31, 2006, the parties engaged in negotiations regarding a planned Emergency Dispatch Center with combined police and fire dispatch services. As a result of those negotiations, the parties successfully negotiated a job description for Emergency Communications Operator III (ECO III) and a salary range under the provisions of Article 16-New or Changed Jobs. The job description for ECO III was approved and adopted by the Civil Service Board on Tuesday, January 11, 2006. The Ordinance to establish the pay range for the newly adopted classification was approved by the City Commission on Tuesday, January 25, 2005. The parties have now negotiated over the impact issue of selection and training for the new classification of ECO III. The parties mutually agree and stipulate to the following terms and conditions of employment:

- A. Selection of candidates for the first training class for ECO III training shall be made by a committee from amongst volunteers within the classification of ECO II. Subsequent training classes shall be selected based upon seniority, in accordance with Section 1 of Article 11-Seniority, from volunteers within the classification of ECO II. All current ECO's who volunteer to become ECO III's shall be afforded an opportunity to train and become an ECO III.
- B. The committee for selection of candidates for the first training class shall consist of a designated representative of the Police Officers Labor Council – Emergency Communications Operator Unit, the Communications Manager, the Captain in charge of Support Services, a designated representative of the Emergency Communication Supervisor Unit – General Teamsters Union Local 406, and a designated representative of the Grand Rapids Fire Department. The committee may hold interviews, review qualifications and experience, and consider other relevant information prior to ranking the candidates.
- C. Candidates selected for training shall be promoted to the classification of ECO III upon successful completion of the Grand Rapids Fire Department Fire Dispatch training course administered by the Grand Rapids Fire Chief and the Communications Manager. Employees promoted to the classification of ECO III shall serve a probationary period of six (6) months after promotion. At any time during the probationary period the City Manager may remove an employee whose performance does not meet the required work standards. Each employee serving a promotional probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall

review the evaluation with the employee. The employee shall be entitled to the presence of his/her Steward during the review upon request of the employee. If a permanent employee is demoted to ECO II at any time during the promotional probationary period, he/she shall be given a copy of the written evaluation resulting in such demotion.

- D. All appointments to the classification of ECO I after February 1, 2005, shall be with the understanding that as a term and condition of employment such employee may be required to enter the training program to become an ECO III after he/she has met the minimum training and experience requirements contained in the job description for an ECO III. Seniority shall be considered, along with other relevant selection factors, in the assignment of employees hired after February 1, 2005, to the training program to become an ECO III.
- E. If a candidate does not successfully pass the training program to be promoted to an ECO III, the parties agree to meet and negotiate in good faith over that potential impact issue.

APPENDIX A

All persons within their original Civil Service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activity.

Class No. 951: Emergency Communications Operator I
Class No. 952: Emergency Communications Operator II
Class No. 954: Emergency Communications Operator III

APPENDIX B

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2007**

STEPS

Class No.	H	A	B	C	D	E	F
951	35,073	37,178	38,539	39,951	41,543	43,032	44,701
952	37,857	39,751	41,738	43,826	46,016	48,317	50,733
954	43,826	46,016	48,317	50,733	53,270	55,933	58,730

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE MARCH 24, 2009**

STEPS

Class No.	H	A	B	C	D	E	F
951	35,950	38,107	39,503	40,950	42,582	44,108	45,819
952	38,803	40,745	42,781	44,921	47,167	49,525	52,001
954	44,922	47,166	49,525	52,001	54,602	57,331	60,198

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2009**

STEPS

Class No.	H	A	B	C	D	E	F
951	36,849	39,060	40,490	41,974	43,646	45,211	46,964
952	39,773	41,763	43,851	46,044	48,346	50,763	53,301
954	46,045	48,346	50,763	53,301	55,967	58,765	61,703

APPENDIX B CONTINUED

BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2010

STEPS

Class No.	H	A	B	C	D	E	F
951	37,954	40,232	41,705	43,233	44,956	46,567	48,373
952	40,967	43,016	45,166	47,426	49,796	52,286	54,901
954	47,426	49,796	52,286	54,900	57,646	60,528	63,554