

AGREEMENT

BETWEEN

CITY OF GRAND RAPIDS

-AND-

EMERGENCY COMMUNICATION SUPERVISORS/
GENERAL TEAMSTERS UNION, LOCAL NO. 406

JULY 1, 2007 THROUGH JUNE 30, 2011

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AGREEMENT

THIS AGREEMENT, was made and entered into this 1st day of January 2007 and between THE CITY OF GRAND RAPIDS, hereinafter referred to as "Management" and the GENERAL TEAMSTERS UNION, LOCAL NO. 406, affiliated with the International Brotherhood of Teamsters, representing Emergency Communication Supervisors, hereinafter referred to as "Union".

ARTICLE 1 RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by 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 of Emergency Communications Supervisors 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 classification shown in Appendix A which is comprised of all full-time and regular part-time Emergency Communication Supervisors employed by the City of Grand Rapids Police Department or which may hereafter be added thereto or changes as hereinafter provided, excluding all other employees.

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 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 as set by the Union within thirty (30) days after the execution of this Agreement or the beginning of his/her 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, 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 office 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 check-off provision upon presentation of proper evidence.

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

Management retains all legal rights and responsibilities granted to it under state, federal, and local laws, ordinances, or charters to operate the City and to manage its work force except as expressly modified by the terms of this Agreement. Management rights include but are not limited to the right to discipline or discharge for just cause and/or the right to contract or subcontract work when it is not feasible or economical for City employees to perform such work. The Union will be given at least thirty (30) days advance notice if such proposed contracting or subcontracting would result in the displacement of a bargaining unit member.

ARTICLE 5 UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than two (2) bargaining unit members employed by the City of Grand Rapids, and may also include Non-Employee Representatives of General Teamsters Union, Local No. 406 as generally needed. 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 his/her 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. The parties may mutually agree to adjust the regularly scheduled shifts of one (1) member of the bargaining committee to compensate for the hours which have been spent or which are scheduled for negotiations on days adjacent to the regular shift(s). If mutual agreement cannot be reached, the Union reserves the right to request that one (1) employee member of the bargaining committee be placed on first (1st) shift for the duration of negotiations.

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 scheduled within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time and a place designated by Management. No more than two (2) ECO supervisors may be present at each meeting, but 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 his/her 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. The Union shall furnish Management the name of the Union representatives and any alternatives and shall keep the list current at all times. Alternate Union representatives may be appointed by the local Union 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 his/her 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 his/her immediate supervisor outside the bargaining unit.

Section 3. When an employee presents his/her own grievance without intervention of the Union, the Union representative shall be given an opportunity to be present when an employee agrees and shall be allowed the time therefore, paid at his/her regular wage and regular hours missed, upon notification and approval of his/her 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. The Union will be notified of any such occurrence.

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.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Grievances

- 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 term or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated and shall set forth completely the known facts pertaining to the alleged violation. Any grievance not conforming to the provision of this paragraph shall be denied.
- C. Grievances involving classification disputes may be only presented to the Civil Service Board, who shall have exclusive jurisdiction on such matters. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

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 initiated or 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. Grievance Procedure

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) calendar days from when the grievant should reasonably have known of the occurrence, not including the day of occurrence.
- B. 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 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 of the employee's election 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. If a matter is advanced to arbitration, Management and the Union will arrange for a pre-arbitration conference after receiving notice that the matter is being advanced to arbitration. The purpose of the pre-arbitration conference shall be for exchanging evidence, identifying witnesses, and stipulating facts. Only that evidence so exchanged may be submitted to arbitration. The parties may at the time attempt to resolve the dispute. If the matter cannot be resolved, the parties shall attempt to select an arbitrator under the provisions of Section D.
- D. The parties agree to utilize the following persons as arbitrators and agree to alternately strike names until one name remains.

Ruth Kahn

Mark Glazer

Patrick McDonald

Upon mutual agreement the parties may reject all of the names on the panel and select 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.

- E. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied or by the Employer if the grievance is granted, or as the arbitrator directs otherwise. Management shall, upon request, make bargaining unit members who are on duty available as witnesses. Each party shall make arrangements and pay for all the expenses of witnesses that 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.
- F. 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.
- G. If 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 then such administrative or judicial procedure shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist.

ARTICLE 9

PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages and/or benefits will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure. Upon a finding, the employer shall pay the claim as soon as practical.

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 the 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 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, with a copy to the Union.

Section 2. The affected employee will be allowed to discuss his/her discharge or discipline with his/her steward, or other Union representative, and Management will make available an area where he/she may do so if he/she is required to leave the premises.

Section 3.

- A. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than three (3) years previously, provided no further discipline has been imposed during that three (3) year period, nor impose discipline on an employee for falsification of his/her employment application after a period of three (3) years from his/her date of hire, provided such infraction or falsification does not include a felony, criminal conviction or sexual harassment matter. In the event an employee completes three (3) years of service without a disciplinary action, letters of warning and/or suspension over three (3) years old shall be permanently removed from his/her personnel file upon request to the Director of Human Resources. However, disciplinary actions for sexual harassment infractions shall remain on the employee's record for a period of six (6) years and will be taken into account if another infraction of that nature occurs during that six (6) year period. Letters of warning and/or suspension for sexual harassment infractions shall be permanently removed from an employee's file upon request to the Director of Human Resources after six (6) years of service without a disciplinary action based upon an infraction of that nature.
- 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.

- A. Management shall not discipline or discharge any permanent employee except for just cause.
- B. At any time during a probationary period, the City Manager may rescind the appointment of 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 6.

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 any Union attorney upon request of the employee.

Section 8. Investigation of Complaints Against Employees

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 unless the employee waives such right to representation in writing prior to the meeting. In such case where a waiver is signed, a copy shall be provided to the Union. 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. The parties agree such indication shall meet the waiver requirements of Section 8B above when a copy is provided to the Union.

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 three (3) 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 three (3) 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 three (3) years previously. The three (3) 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 three (3) year period that entails disciplinary action and is upheld by an arbitrator (if appealed) shall restart the three (3) year period effective the date of that subsequent infraction.

ARTICLE 11

SENIORITY

Section 1. Definition

Seniority shall be defined as an employee's continuous service in the classification of the bargaining unit in the Emergency Communications Division.

Section 2. Seniority Lists

Management shall maintain a roster of employees arranged according to seniority showing name, position class, and seniority date, and shall furnish a copy to the Union in March and September of each year.

Section 3. Accrual of Seniority

All original appointments shall be probationary and subject to a probationary period of twelve (12) months after appointment.

Section 4. Non-Bargaining Unit Personnel

An employee who is promoted to a position in the Police Department which is outside the bargaining unit shall continue to accumulate seniority until his/her promotion becomes permanent at which time his/her seniority shall be frozen.

ARTICLE 12

LAYOFF AND RECALL

Section 1. Order of Layoff

When it is determined by Management that the work force in a particular job classification is to be reduced, Management shall layoff employees in the following order:

- A. The first employee or employees to be laid off shall be probationary employees, if any, in the particular job classification affected by the layoff.

- B. Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of seniority within classification.

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

Section 2. Exceptions to Seniority

The City Manager may approve deviations from seniority in layoffs 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 therefore. Such decision by the City Manager shall be subject to appeal under the grievance procedure of this Agreement.

Section 3. Recall from Layoff

- A. Laid off employees shall have their names placed on preferred eligible lists in order of layoff. Employees shall be recalled from layoff before any other persons are selected for employment or promotion in the classifications affected by the layoff.
- B. Names shall remain on preferred eligible lists for six (6) months or the length of the employee's seniority within classification, whichever is greater.
- C. Employees to be recalled from layoff shall be given fourteen (14) calendar days to respond after notice as been sent by certified mail to their last known address.
- D. 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 name shall be removed from the 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 Communication Supervisors shall be allowed to bid every six (6) months based upon seniority preference for shift and work schedules as they may be established by Management. 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. Management retains the right to adjust shift assignments in order to carry out training for probationary bargaining unit employees.

Section 3. 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.

ARTICLE 14
OVERTIME

Section 1. 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 unless regularly scheduled otherwise.
- 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. Overtime is to be calculated on actual work time beyond the normal number of hours in any scheduled work day or work week.
- 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.

Section 2. Method of Compensating for Overtime Work

- A. Overtime shall be paid at one and one-half (½) times the employee's hourly rate.
- B. An employee required to appear 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 (½) for such time spent in court.
- C. 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 (½) 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.
- D. 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 3. Compensatory Time

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 (½) 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 practical 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.

Section 4. Overtime Reports

A report of overtime hours worked during each calendar month shall be provided to the Union during the following calendar month, or as otherwise requested by the Union, reflecting by bargaining unit member the overtime and compensatory time in lieu of overtime received. It is understood that the Union may elect to post these reports on the Union bulletin board.

ARTICLE 15 REST PERIODS

Management shall allow, as part of the eight (8) hour work day, sixty (60) minutes of paid rest periods. Rest periods may be taken in fifteen (15) minute increments (i.e. four [4] per shift); thirty (30) minute increments (i.e. two [2] per shift) as close to the middle of each one-half (½) of the shift as practical; or one (1) thirty (30) minute period may be taken as two (2) fifteen (15) minute periods during one-half (½) of an employee's work shift based upon the desires of the Emergency Communication Supervisor. 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.

ARTICLE 16 NEW OR CHANGED JOBS

Section 1. An employee may request a review of his/her position no more than once every three (3) years.

Section 2. If Management creates a new position within the unit or if the responsibilities of a job within the unit are significantly changed during the duration of this Agreement, the parties shall meet to discuss the appropriate salary range. If the parties cannot agree, the matter may be appealed to the Civil Service Board for resolution.

Section 3. In the event that a permanent employee occupies a position that is reclassified, then the reclassified position will be filled first from a pool of qualified bargaining unit employees. In the event there is no pool of qualified employees, then the position may be filled by qualified non-bargaining unit employees.

Section 4. The parties agree to discuss any unanticipated significant changes to the supervisors' duties which may occur during the contract period. In such case if a dispute arises over the matter, the parties agree that recourse is available under the contract. The parties also agree to develop a sliding scale for new hires at the entrance level.

ARTICLE 17 WAGES

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

Section 2. Shift Differential

The parties agree to continue the shift differentials as outlined below for the duration of this contract period:

- A. The second shift is defined as any work period commencing between the hours of 1:59 PM and 9:59 PM Second shift:
- B. The third shift is defined as any work period commencing between the hours of 9:59 PM and 4:59 AM.
- C. Second shift: 55¢ per hour
Third shift: 65¢ per hour

ARTICLE 18 PAY CHANGES

Section 1. Purpose

The following provisions govern the assignment of pay steps to employees of the City covered by this agreement.

Section 2. Definitions

- A. **Promotion** means a change in employment to a position class which has a higher maximum salary.
- B. **Demotion** means a change in employment to a position class which has a lower maximum salary. An employee whose request for a voluntary demotion is granted shall have the change designated as a voluntary demotion.
- C. **Reclassification** means the changing of a position from one class to another based on the duties involved.
- D. **Salary step increase** means an increase in compensation to the next higher step in the same pay range.
- E. **Acting Assignment** means an assignment out of the bargaining unit for a limited time to a position class as determined by the needs of service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

Section 3. Anniversary Dates

- A. Establishment
 - 1. **Original employment and re-employment** - the date one (1) year 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 each year thereafter.
 5. **Reclassification** - the date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- B. **Postponement of Anniversary Date.** - Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) 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 Determination.

- A. **Original Employment and Re-employment** - Employees shall be employed at the lowest step for their position class unless the City Manager determines that the needs of service require that compensation be fixed at a higher salary step
- B. **End of Probation** - The employee's salary automatically increases to the next higher step at the end of his/her probationary period, provided the employee is not at the maximum salary step of his/her range.
- 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. The City Manager may elect to award a double step increase in cases of demonstrated superior performance.
 2. Each consideration found to be in good order by the Director of Human Resources shall be referred to the City Manager or his/her designated representative 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.

An employee's performance shall be evaluated annually; however, any performance deficiency shall be brought to the attention of the employee and documented in writing within thirty (30) days of occurrence. A copy of the documentation shall be given to the employee.
 4. In the event a pay increase is not given prior to the next 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** - An employee who is promoted or whose position is reclassified to a class in a higher pay range shall initially be paid at a salary step determined by the City Manager.

E. **Increase upon Assignment to Temporary Acting Duty** - When the exigencies of the service require the acting assignment of an employee to the duties of a higher classification for a period in excess of thirty (30) days, the City Manager may order the payment of a rate of compensation within the range allocated to such higher classification.

Temporary assignment of higher level duties for periods of thirty (30) days or fewer shall **not** qualify an employee for payments as provided above.

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 determines that it be in the best interest 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.

G. **Effective Date of Changes in Compensation** - All changes in compensation shall be effective as of the date indicated on the payroll advice form.

H. **Severance Pay** - In the event an employee covered by the provisions of this Agreement is involuntarily terminated, laid off, or separated from the service for reasons other than an age and service retirement, the City Manager may provide a severance package for the employee not to exceed six months of total compensation. To be eligible for the severance package, the employee is required to execute a severance agreement relinquishing claim to all future re-employment rights and a waiver of all claims against the City. The City Manager or his/her designee is authorized to negotiate the terms of the severance agreement within the limitations provided for in this paragraph and execute the severance agreement on behalf of the City.

**ARTICLE 19
LONGEVITY PAY**

Section 1. Definitions

A. Longevity Pay
Longevity pay is defined as supplemental salary payment based on the length of continuous service. Continuous service is that service uninterrupted by resignation or discharge. Employees eligible for longevity pay received adjusted payments at specified intervals in accordance with the following schedule:

<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

Section 2. Longevity Qualification Date

An employee qualifies for longevity pay on the date when five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service are completed.

Section 3. Longevity Earning Date

The longevity earning date refers to 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.

Section 4. Payment of Longevity Pay

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

Section 5. Effect of Layoff and Leave of Absence on the Longevity Qualification Date

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

Section 6. Effect of Termination on Longevity Pay

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

ARTICLE 20 **VACATION**

Section 1. Definitions

- A. Service is defined as any period of time for which an employee receives wages.
- B. Vacation day is that period of time equal to eight (8) hours or one (1) regularly scheduled, normal work day.
- C. Work week is that 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 is service as defined in subsection 1 above that is uninterrupted by resignation or discharge.

Section 2. Accrual and Eligibility

- A. During the initial calendar year of employment, an employee shall be immediately credited with an amount of vacation leave based on the monthly earned rate of eight (8) hours times the number of months remaining in the calendar year from the date of employment. (This monthly earned rate is arrived at by dividing the maximum vacation hours that can be credited for the first year by the number of months in a year [96 ÷ 12 = 8]). On the first day of the calendar year following the date of employment, an employee shall be credited with twelve (12) work days of vacation leave.
- B. On the first day of each calendar year following the completion of an employee's second (2nd) through sixteenth (16th) years of continuous service, an employee may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-seven (27) work days is reached.
- C. An employee becomes eligible for one-twelfth (1/12) of his/her vacation allowance under subsections A and B above during each calendar month in which he/she works twelve (12) or more days.

Section 3. Vacation Allowance

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on the Following January 1st</u>
1 year	96 hours (12 days)
2 years	104 hours (13 days)
3 years	112 hours (14 days)
4 years	120 hours (15 days)
5 years	128 hours (16 days)
6 years	136 hours (17 days)
7 years	144 hours (18 days)
8 years	152 hours (19 days)
9 years	160 hours (20 days)
10 years	168 hours (21 days)
11 years	176 hours (22 days)
12 years	184 hours (23 days)
13 years	192 hours (24 days)
14 years	200 hours (25 days)
15 years	208 hours (26 days)
16+ years	216 hours (27 days)

Section 4. Use of Vacation

- A. Vacation will be scheduled with due regard for seniority, employee preference, and service needs. Management will review and grant adjustments in the daily allotments where consistent with staffing factors.

If an employee wishes to utilize his/her seniority (as defined in Article 11, Section 1) to select a vacation period or day(s), he/she shall be required to submit a request to Management in the calendar month immediately following the shift bid or any re-bid under Article 13, Section 3 for the shift bid period in which the vacation is being requested. Requests submitted outside the month immediately following the shift bid or those not

meeting the above criteria for utilizing seniority to schedule vacation shall be approved on a first come, first serve basis. More senior employees who are requesting single day vacation periods shall not be able to use his/her seniority to require the denial of a junior employee who has requested the entire work week for vacation (i.e. single day vacations do not trump whole week vacation requests).

- 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 January 1st and November 30th.
- C. Combining vacation and compensatory time off shall be allowed.
- D. 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.

Section 5. Vacation Pay Advance

An employee going on vacation and desiring to be paid in advance should submit a pay assignment to the Payroll Division of the City Comptroller's office. Pay advances should not exceed amounts for which departmental payrolls have been prepared or are in process less any prior obligations.

Section 6. Cash Payment in Lieu of Vacation Leave

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

ARTICLE 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

- A. The following shall be general paid holidays for employees:

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

- B. Whenever any of the above holidays falls on Saturday, holiday premium pay shall be payable only for that day.
- C. Whenever any of the above holidays falls on Sunday, holiday premium pay shall be payable only for that day.
- D. All 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. No employee shall receive credit for more than eleven (11) holidays in any calendar year.
- E. 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.
- F. An employee on a formal, unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- G. 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 subsection 2D above.
- B. If any of the above holidays falls on an employee's regular day off, the employee shall be credited with the number of work hours for such day as provided in subsection 2D 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 is defined as the following: spouse, child, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparents-in-law of the employee.
- B. Service is defined as any period of time for which an employee receives wages.

- C. Supplemental employment is defined as a compensated 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 accumulates one (1) day of sick leave for each calendar month of service in which he/she is paid twelve (12) or more complete days.
- B. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave

Sick leave shall be charged to the nearest one-tenth (1/10) of an hour.

Section 4. Permitted Uses – Bereavement and Sick Leave

A. Regular Use

The regular use of sick leave entitles an employee to use his/her accumulated sick leave for any absence necessitated by his/her personal illness or by off-duty injury not incurred in supplemental employment upon approval by his/her department or division director. The same standards shall apply for medical appointments during work hours when such appointments previously were not required to be charged to sick leave.

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. Bereavement & Emergency Use

1. An employee is 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 includes grandchildren, son-in-law, and daughter-in-law.
2. An employee is 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 is entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury while on vacation upon application approved by his/her department or division head. Such use of sick leave is 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. Such use of compensatory time is subject to substantiation as hereinafter provided.

Section 5. Excluded Uses

Paid sick leave will not be authorized:

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

Section 6. Substantiation

An employee will be required to substantiate the use of sick leave by such reasonable means as his/her supervisor may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave will 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.

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 will be subject to the Civil Service Board rules. The City complies with the Family Medical Leave Act regulations (Information available in the Human Resources Department).

Section 9. Pay for Unused Sick Leave

Unused accumulated sick leave will be paid to employees who retire with ten (10) or more years of continuous service based on a schedule of \$1 per day times the number of years of continuous service for the first 90 days of sick leave; \$2 per day times the years of continuous service for days 91 through 180; and \$4 per day times the years of continuous service for 180 days and over. Employees who resign will be paid for unused sick leave based on the same schedule, but at half the rate.

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 their

status with an expected date of return if known. Otherwise notification shall be made on a daily basis unless excused for a specific period by management.

Section 11. Application of Unused Sick Leave to Pension Credited Service

Full time employees who retire with ten (10) or more years of continuous service may elect to receive pension service credit. Two thousand and eighty (2,080) hours of sick leave shall be required to achieve one (1) year of pension service credit. Lesser amounts shall be converted on a pro-rated basis as determined by the Retirement Systems office. Any such additional credited service received upon conversion of unused sick leave upon retirement or separation with a deferred retirement under these provisions shall be used solely for the purpose of computing the member's life allowance and shall be subject to the percentage caps of Article 27, Section 1(B).

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 consider placing the employee in a position that he/she is physically and mentally able to perform.

ARTICLE 24 LEAVE FOR UNION BUSINESS

No more than two 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 OTHER AUTHORIZED LEAVE

Section 1. Jury Leave

- A. Employees will receive a leave of absence with pay for work time lost when called to serve on jury duty. Employees will be paid at their regular rate for all work time lost up to forty (40) hours per week. In order to receive their regular pay, employees must assign to the City all remuneration received except mileage and meal allowances for jury duty during the same period.
- B. An employee whose regular work shift is not the day shift will be allowed to request temporary assignment to the day shift if he/she is called upon for jury duty. In such case, management will assign another employee to the vacated position if the needs of service so require.

Section 2. Military Leave

- A. Employees who are members of any branch of the Armed Services Reserve and have completed their entrance probationary period are eligible for a maximum of two weeks military leave of absence with full pay in any one calendar year.

- B. Employees who have not completed their entrance probationary period and seasonal employees will be eligible for military leave of absence but without pay.

Section 3. Leave of Absence

- A. Employees who have completed their entrance probationary period may be granted leave without pay by the City Manager for a period not to exceed one year unless an extension is approved by the Civil Service Board. Such leaves will be granted for sickness, disability, military training, or other good and sufficient reasons. Employees may also be granted such leave to take an appointive position in the unclassified service.
- B. Refer to the City of Grand Rapids Civil Service Board Rule 501.0-Leave Without Pay for additional information.

Section 4. Family Medical Leave Act (FMLA)

The parties agree to adhere to the requirements of the Family Medical Leave Act (FMLA). It is expressly agreed that the sole avenue of appeal for employees on issues or challenges to Management's decision to approve or deny requests for FMLA leave shall be through the statutory appeal mechanism and not the grievance procedure under this Agreement.

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 Plan Booklet. The specific terms and conditions governing the group insurance program are set forth in detail in the Plan Document created by the City as the same may be changed from time to time.

Voluntary Health Savings Account Plan: The City reserves the right (upon a meet and confer obligation with the Union) to develop an alternate high deductible health care plan with a City sponsored Health Savings Account (HSA) and offer that plan on a voluntary basis to active employees.

Effective May 12, 2009, the following changes shall be made to the coverage provided under the City's health care plan:

- A. 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.
- B. 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, or the end of the calendar year in which the dependent reaches his/her twenty-fourth (24th) birthday at the employee's option

due to tax consequences in the calendar year in which a full time student reaches age twenty-four (24).

- C. 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 the over-the-counter prescription is determined to be ineffective by the prescribing physician and the physician prescribes the brand name or generic drug as Dispense As Written, then the coverage will provide the drug with the appropriate generic or brand name co-payment.
- D. Employee's dependent coverage shall require that if a working spouse has health care coverage through his/her employer, then coverage provided by his/her employer would be primary for him/her while the City's plan would be secondary.
- E. There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter program (OTC), as agreed to by the parties, shall remain in effect and no employee co-payments shall be required for the OTC PPI drugs dispensed under that program. However, if the annual \$600 cap on PPI drugs dispensed in a manner other than under the OTC program is reached, the applicable co-pay shall thereafter be doubled (i.e. the \$20 co-pay for brand drugs shall be increased to \$40 and the \$10 co-pay for generic drugs shall be increased to \$20) during the remaining annual period.
- F. The employee health care premium contribution payment effective May 12, 2009 through June 30, 2009 shall be \$56.08 gross amount each bi-weekly pay period. The employee health care premium contribution payment effective July 1, 2009 through June 30, 2010 shall be \$60.62 gross amount each bi-weekly pay period regardless of the actual calculated amount of the 10% employee health care premium cost. Effective the end of business on June 30, 2010, the actual 10% health care premium contribution payment (as actuarially determined for calendar year 2010) shall be implemented even if a successor agreement is not in effect.

Section 2. City of Grand Rapids Sponsored Group Health Care Plan - Retirees

The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document as it may be updated by the City from time to time. Employees hired before May 12, 2009 who are vested in the General Retirement System with at least eight (8) years of credited service shall be entitled to participate in the City sponsored group health care plan upon retirement as outlined below. The benefit levels, co-payments, deductibles, and plan design which apply to active employees, as they may be changed from time to time, shall apply to such retirees. Those employees who retire after March 31, 2010 shall also be required to pay the applicable premium sharing amounts applied to active employees.

The City sponsored group health care plan shall be provided for the retiree and his/her dependents, including spouse, for those years of age of the retiree between age fifty (50) and sixty-four (64) inclusive, provided the retiree had eight (8) or more years of credited service for pension purposes and begins to receive a pension allowance upon separation from employment.

Employees covered by the City sponsored group health care plan as retirees shall earn that benefit over his/her thirty (30) years of employment with the City as follows:

Thirty (30) Year Accrual (at .27778% per month) Vesting at
96 Complete Months of Credited Service

96 months	26.67%
108 months	30.00%
120 months	33.33%
132 months	36.67%
144 months	40.00%
156 months	43.33%
168 months	46.67%
180 months	50.00%
192 months	53.33%
204 months	56.67%
216 months	60.00%
228 months	63.33%
240 months	66.67%
252 months	70.00%
264 months	73.33%
276 months	76.76%
288 months	80.00%
300 months	83.33%
312 months	86.67%
324 months	90.00%
336 months	93.33%
348 months	96.67%
360 months	100%

Those employees who are covered by the City sponsored group health care plan as retirees and who retire on or before June 30, 2010 shall earn that benefit over his/her twenty-five (25) years of employment with the City as follows:

Twenty-Five (25) Year Accrual (at .33333% per month) Vesting
at 96 Complete Months of Credited Service

96 months	32.0%
108 months	36.0%
120 months	40.0%
132 months	44.0%
144 months	48.0%
156 months	52.0%
168 months	56.0%
180 months	60.0%
192 months	64.0%
204 months	68.0%
216 months	72.0%
228 months	76.0%
240 months	80.0%
252 months	84.0%
264 months	88.0%
276 months	92.0%
288 months	96.0%
300 months	100.0%

The earned percentages listed above apply to the City's portion of the earned benefit and do not reflect the retiree premium sharing percentage which may be applicable. In the case of an employee retiring with at least eight (8) years of credited service and at least age sixty-two (62) under the General Retirement System, he/she shall be considered to have earned one hundred percent (100%). Likewise, if an employee is disabled and retired pursuant to the disability provisions of the pension ordinance, he/she shall be considered to have earned one hundred percent (100%).

In the event the retiree dies after retirement between age fifty (50) and sixty-four (64) inclusive the spouse and/or dependents, if any, shall continue to be provided coverage under the City sponsored group health care plan at the earned rate until such time as the retiree would have reached age sixty-five (65). The spouse and/or dependents are defined and understood to be those persons who are the spouse and/or dependents of the retiree as defined in the Summary Plan Document at the time the employee retires. If the surviving spouse should remarry, or become covered under the health care benefits of another employer, coverage entitlement under the City sponsored health care plan shall end.

Section 3. Voluntary Conversion to a Retiree Health Savings Account

Employees who are eligible to be provided coverage under the City sponsored group health care plan upon retirement as provided above may elect to voluntarily convert to a Retiree Health Savings Account (RHSA). Such election must be exercised on or before November 24, 2009. If the employee elects to voluntarily convert to an RHSA, the City shall make an initial contribution to a tax favored medical savings account sponsored by the City as follows:

The greater of

- 1) The actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive for those retirees who had vested in the General Retirement System times ninety percent (90%). That amount is then multiplied by a percentage determined by reducing 100% by one-half of one percent (.5%) for each month the employee is below age sixty-two (62).

Or,

- 2) Five percent (5%) of the actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive for those retirees who had vested in the General Retirement System.

Ongoing contributions for employees who are eligible to be provided coverage under the City sponsored group health care plan upon retirement as provided above and who elect to voluntarily convert to a Retiree Health Savings Account (RHSA) shall be \$1,000 annually by the employee and \$1,750 annually by the City. Employees who voluntarily convert to a RHSA shall vest in the City's initial contribution, the City's ongoing contributions, and any accumulated interest accrued upon those contributions at the time he/she is voluntarily converted.

Section 4. Deferred Retirement

Employees who separate from employment with the City, on or after May 12, 2009, and who at the time of leaving City employment do not begin receiving a retirement benefit payment are not eligible to continue to participate in the City sponsored group health care plan except as provided under COBRA, and are not eligible for any City contribution towards retiree health care costs.

Deferred retirees who do not begin withdrawing from his/her individual account may not reenter the City health care plan at a later date.

Section 5. Medicare Supplement Trust Fund

The City established a trust fund that is administered by a board of trustees from the represented groups. The City contributes .5% of Management (including the employees represented by this Agreement) and Executive Group participating payrolls annually to the fund. Payments will be made from this fund toward the premium for the supplement to Medicare Plan insurance. These payments are applicable to those who retire effective January 1, 1990, or later and have attained age 65 (reference tentative agreement concerning the Medicare Trust Fund).

Section 6. Death Benefit Payment Plan

- A. The Death Benefit Payment Plan provides a cash payment to the beneficiary/beneficiaries of any 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/beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" form which shall be provided by the City and shall be kept on file in the Human Resources office. Employees shall have the right to change the beneficiary/beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by the City. 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 the City; however, an employee who is granted a leave of absence under the Family Medical Leave Act (FMLA) will be considered as still being 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.

The amount payable under the Death Benefit Payment Plan shall be \$60,000.

- 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 the City and the amount of benefits payable under the Workers' Compensation Act would amount to less than the death benefit, the City shall make a lump sum cash payment equal to the difference between the amount of the death benefit and the total workers' compensation benefits to the employee's beneficiary/beneficiaries designated on the "Designation of Beneficiary" form provided by the City. In the absence of execution of said form, the payment shall be made to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, the City 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;
 - b. Medical expenses payable;
 - c. Burial expenses payable; and

- d. Any disability payment which have been paid or have become due for injury which is the proximate cause of death.
2. Provisions of this subsection 4B 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 the City by the beneficiary/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 year after the employee's death or within one year after the beneficiary/beneficiaries or administrator/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 1 hereof and compensation or benefits are subsequently paid or awarded for the same death to any person(s) under the duty disability provisions 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 the City the amount equal to the compensation or duty disability benefits which are paid or awarded up to the sum of the death benefit.
- E. In the event an employee dies within two years after coverage is extended to the employee under Section 3 above 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 the City in the application of any of the provisions of subsection 4B shall be binding upon the City 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(s) to recover under any provisions of this section prior to the expiration of 90 days after application for benefits and proof of death has been filed with the City pursuant to subsection 4C.

Section 7. Workers' Compensation Supplemental Payments

- A. Workers' compensation is provided for employees injured on the job.
- B. Supplemental payments totaling the difference between the workers' compensation payment and an employee's normal weekly earnings (excluding overtime) will be provided for a period not to exceed 26 weeks without charge to sick leave or vacation. 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.
- C. Employees who receive sick leave compensation and who are subsequently awarded workers' compensation payments for the same period of time must reimburse the City for such amounts received as sick leave compensation. The employee's sick leave account will be credited with the same number of days which were used as sick leave.

Section 8. Health Insurance Opt Out Program

- 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.
- B. Participating employees 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: $\$13,035.60 \div 12 = \$1,086.30$ minus 10% premium sharing of $\$108.63 = \977.67 times 50% = $\$477.84$ per month for a total of $\$5,866.02$ for the year). This amount will be used for any City authorized deferred compensation programs (ICMA 457 plan).
- 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.

ARTICLE 27 **PENSION**

Section 1. General City Employees Pension Plan

- A. The Grand Rapids General City Employees Pension Plan has provided retirement plan for its non-uniformed employees since October 1, 1939.
- B. The General City Employees Pension Plan is a "defined benefit" plan based on the factoring of years of service x average final wage (FAC) x a multiplier to arrive at the pension allowance amount. A covered employee is required to make a 6.27% of wages contribution toward his/her pension. Effective January 1, 2006, the multiplier was increased from 2.5 to 2.7 and was fully paid by the employees with an increased employee contribution rate. A 90% cap (that being the product of the years of service x a multiplier) on all employees entering this union after July 1, 2004 was agreed to at the time. Employees entering this union on or prior to July 1, 2004 will continue to have a 97.5% cap applied.
- C. Additional information regarding eligibility may be obtained from the "Grand Rapids General City Employee Pension Plan Booklet." The complete plan is included in the City of Grand Rapids Pension Ordinance. Copies of the ordinance are obtainable from the City Clerk's office and questions related to the pension system may be referred to the Pension Services office.

Section 2. The pension benefit levels currently existing for this bargaining unit shall be continued for the life of this Agreement. The parties recognize an obligation to negotiate over any changes to the benefit levels of this unit. However, since ordinance changes that do not conflict with or impact the benefit levels of this bargaining unit may periodically occur by action of the City Commission, the parties may meet and confer upon request by either party.

Section 3. Deferred Compensation

Employees at their option may participate in the International City Management Association (ICMA) Retirement Corporation 457 Deferred Compensation Plan in addition to participation in the General City Employees Pension Plan. Additional information on this ICMA plan is available in the Human Resources Department.

ARTICLE 28 **NO DISCRIMINATION**

The statutes applicable to discrimination because of race, creed, color, national origin, age, sex, marital status, or number of dependents shall be adhered to by the parties.

ARTICLE 29 **MAINTENANCE OF STANDARDS**

Mandatory conditions of employment in effect at the execution of this Agreement not otherwise covered herein shall be maintained during the term of this Agreement. This clause shall not be used to enforce any practice not known to Management or which is allowed to exist through the exercise of retained management rights.

ARTICLE 30 **BULLETIN BOARDS**

Section 1. Management shall provide space for the posting of notices by the Union. Such notices shall not contain material adversely reflecting on Management or any of its officials or employees nor anything of a local political nature. A copy of every notice shall be given to the Police Chief's office before the notice is posted.

Section 2. The Union will supervise the placement of material on the Union bulletin board. 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 31 **SUPPLEMENTAL AGREEMENTS**

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

ARTICLE 32 **VALIDITY**

Section 1. The provisions of this Agreement shall supersede any existing rules and regulations of the City and/or any of its boards or agencies which may be in conflict therewith.

Section 2. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 33
PARKING

The parties agree that the current parking arrangement which allows the bargaining unit members to park in the Monroe Center ramp can continue for the life of this agreement.

ARTICLE 34
PROFESSIONAL DEVELOPMENT

Section 1. Educational Policy – Tuition Reimbursement

- A. Employees are eligible for reimbursement for a maximum of six (6) educational training courses for academic credit per fiscal year. Advance approval must be obtained from the Police Chief before the desired course(s) is taken in order for employees to be reimbursed for tuition costs. Reimbursement is made following the satisfactory completion of the course(s).
- B. Employees must hold a permanent full-time appointment and have passed the entrance probationary period in order to be eligible to participate in the City's educational program.
- C. Employees leaving the employ of the City for any reason while participating in the program forfeit all rights to reimbursement for tuition costs.
- D. Budgetary constraints may limit the amount of funds available for educational purposes.

Section 2. Training and Support Programs

- A. Training
Training programs are available to employees through the Human Resources Department. Training programs are developed to increase employee skills and effectiveness to meet on-the-job requirements.

The Human Resources Department's staff is available to provide assistance in identifying training needs and coordinating and conducting training programs.
- B. Support Programs
Counseling services to help identify the causes of deteriorating job performance are available to employees the Human Resources Department. Employees are referred to outside agencies for assistance in problem resolution as appropriate.
- C. Conferences
Depending on the departmental service program, employees may be selected to attend conferences or other functions that contribute to their professional development. A department director may request in his/her budget a professional development allocation to be used at his/her discretion for professional development purposes. The requested

allocation may be expended for any professional development purpose unless otherwise restricted by the City Manager as in the case of travel bans or freezes.

ARTICLE 35
CIVIL SERVICE BOARD AND CITY RULES & REGULATIONS

To the extent that they are not in conflict with other provisions of this Agreement, the existing Grand Rapids Civil Service Board Rules, administrative regulations and procedures, and the City Rules and Regulations together with any amendments subsequently adopted and approved are incorporated by reference into this Agreement.

ARTICLE 36
INCOME MAINTENANCE PLAN

Section 1. The income maintenance plan provides employees with an income allowance equal to 75% of their regularly assigned salary 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.

Section 2. The income maintenance allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits. Employees shall remain on the City payroll and continue to have insurance premiums and retirement plans funded by the City in the manner outlined elsewhere in this handbook.

Section 3. 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 100% of his/her regularly assigned salary during the period of illness or disability.

Section 4. All decisions relative to the degree of illness or disability of any employee and whether or not the employee should or should not be at work will be made by the City's physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further administrative review.

Section 5. Effective September 1, 2002, an employee who returns to work after being absent on the income maintenance plan for more than six (6) months shall be ineligible to request implementation of the plan for the next twelve (12) months following their return.

ARTICLE 37
MEDICARE TRUST FUND

The parties agree that the bargaining unit will continue for the duration of this agreement to be included with the non-represented group for the Medicare Trust Fund for all operations and applications of the fund.

ARTICLE 38
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 39
TERMINATION AND MODIFICATION

Section 1. The parties agree that this Agreement shall become effective January 1, 2007, and shall continue in full force and effect until 11:59 PM on June 30, 2011. With written notice, the parties agree to commence negotiations within forty-five (45) days prior to the expiration of this agreement.

Section 2. If either party desires to terminate this Agreement, it shall at least sixty (60) days, but not more than one hundred eighty (180) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment as hereinafter provided or if either party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on at least sixty (60) days but not more than one hundred eighty (180) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall at least sixty (60) days, but not more than one hundred eighty (180) 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 4. Notice of Termination and/or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail address, if to the Union, to 3315 Eastern SE, Grand Rapids, Michigan 49508; and if to Management, to City of Grand Rapids, City Hall Room #820, Grand Rapids, Michigan 49503, or to any such address as the Union or 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 9th day of March, 2010.

CITY OF GRAND RAPIDS

By [Signature]
George K. Heartwell, Mayor

By [Signature]
Lauri S. Parks, City Clerk

WITNESSES:

APPROVED FOR MAYOR'S SIGNATURE

Assistant City Attorney

EMERGENCY COMMUNICATION SUPERVISORS/
GENERAL TEAMSTERS LOCAL 406

[Signature]
Donald Werkema

[Signature]
Ronald E. Holzger

APPROVED FOR MAYOR'S SIGNATURE

[Signature]
DEPARTMENT OF LAW

APPENDIX A

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2007 & JULY 1, 2008**

STEPS

Class No.	A	B	C	D	E	F
953	\$50,615 \$24.3342	\$53,278 \$25.6145	\$56,083 \$26.9629	\$59,034 \$28.3818	\$62,142 \$29.8759	\$65,412 \$31.4480

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE MAY 12, 2009**

STEPS

Class No.	A	B	C	D	E	F
953	\$51,880 \$24.9425	\$54,610 \$26.2548	\$57,485 \$27.6370	\$60,510 \$29.0913	\$63,695 \$30.6228	\$67,047 \$32.2342

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

STEPS

Class No.	A	B	C	D	E	F
953	\$53,177 \$25.5661	\$55,975 \$26.9112	\$58,922 \$28.3279	\$62,023 \$29.8186	\$65,288 \$31.3883	\$68,723 \$33.0400

**BASIC ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2010**

STEPS

Class No.	A	B	C	D	E	F
953	\$54,773 \$26.3331	\$57,655 \$27.7185	\$60,690 \$29.1778	\$63,883 \$30.7131	\$67,246 \$32.3300	\$70,785 \$34.0312