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STATE OF MICHIGAN
ACT 312 COMPULSORY ARBITRATION

In the Matter of:

CITY OF EAST GRAND RAPIDS,

-and- Employer,

Michigan Department of Labor
Employment Relations Commission

Case No. G87 B-200

MICHIGAN FRATERNAL ORDER OF
POLICE, LABOR COUNCIL,

Union.

OPINION, AWARD AND ORDER

Panel Members:

Bruce A. Barton, Chairperson
Jack R. Clary, Employer Delegate
John A. Lyons, Jr., Union Delegate

Dated: June 14, 1988

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

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East Grand Rapids City of

PRELIMINARY STATEMENT

This matter involves the labor contract between the City of East Grand Rapids and its police officers, represented by the Michigan Fraternal Order of Police. The previous contract expired on June 30, 1987. Negotiation and mediation were unable to resolve the issues involved in a new contract, and a petition for compulsory arbitration under Act 312 of the Public Acts of 1969, as amended, was filed.

The panel chairperson wishes to commend the parties and their representatives for the thoroughly professional and responsible manner in which they have approached these proceedings. Substantial exhibits were prepared by both parties for the hearing scheduled for May 12, 1988, and admitted without objection. With the encouragement of the Panel Chairperson that they do so, the parties continued to discuss their differences and were able to reach a resolution on the morning of the Arbitration Hearing.

AWARD AND ORDER

Based upon exhibits admitted into evidence at the hearing held May 12, 1988 (Employer's Exhibits 1-35; Union Exhibits 1-20) and upon the stipulation of the parties on the record, the following is the award and order of this Panel:

There shall be a new collective bargaining agreement between the parties which shall contain all of the terms and provisions of the previous contract which was in effect from July 1, 1985, through June 30, 1987, as placed in evidence at the hearing as Employer's Exhibit #34 and as attached and incorporated in this opinion, award and order, except that the term of the new contract

shall be from July 1, 1987 to June 30, 1990, and the following modifications shall apply:

1. Modify Section 13.4(d) by inserting after the phrase "reasonable period of time" the phrase "but not to exceed the time provided in Section 7.3(g)."

2. Modify Section 18.1, second paragraph, by changing the word "completion" to the word "passing" and inserting after the phrase, "written examination" the phrase "by a minimum of 70%" and changing the word "and" to the phrase "then an." Thus, the first two lines in the second paragraph will read as follows: "Promotion to the position of Sergeant will be based upon examination procedure involving passing of a written examination by a minimum of 70% then an oral examination . . ."

3. Effective the first pay period on or after July 1, 1987, all wage rates are to be increased by 3.5%; these wages will be paid retroactively to all employees who were on the payroll of the City as of May 12, 1988, and also to those employees who retired between June 30, 1987, and May 12, 1988, either on disability or the MERS retirement plan, but not to employees who voluntarily terminated or quit their employment.

4. Effective the first pay period on or after July 1, 1988, all wage rates are to be increased an additional 3.5%.

5. On July 1, 1988, a dental plan will be adopted. The cost of the dental plan will be assumed by the Employer. Terms of the plan are to be those set forth in Employer's Exhibit 35, which is attached to and incorporated in this Opinion, Award and Order.

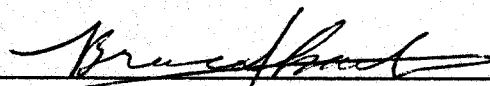
6. Effective the first pay period on or after July 1, 1989, all wage rates will be increased an additional 3%.

7. Effective on July 1, 1989, the City will pay the cost required to improve the certified public safety officers' pension plan to the plan known as MERS B-3. Final average compensation will be based upon five years as in the present plan. Effective on July 1, 1989, the City will pay the cost required to improve the dispatcher's pension plan to MERS B-1. Final average compensation will also be based upon five years.

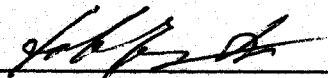
Employee contribution toward these pension plans will remain at the level of the previous collective bargaining contract.

Dated: June 14, 1988

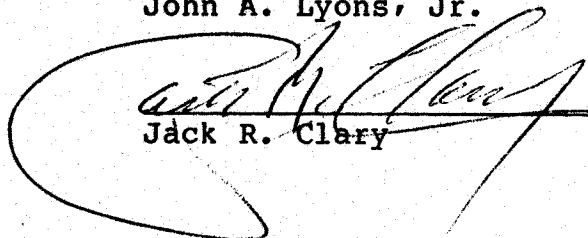
Approved and Ordered:



Bruce A. Barton



John A. Lyons, Jr.



Jack R. Clary

A G R E E M E N T

between

CITY OF EAST GRAND RAPIDS

and

FRATERNAL ORDER OF POLICE
STATE LABOR COUNCIL

Duration: July 1, 1985 - June 30, 1987

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AGREEMENT

THIS AGREEMENT is entered into this 2nd day of December, 1985, by and between the City of East Grand Rapids, hereinafter referred to as "City" or "Employer", and the East Grand Rapids Public Safety Officers Association affiliated with the Fraternal Order Of Police, State Labor Council, together hereinafter referred to as "Union", as follows:

RECOGNITION

Section 1.0 Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965 as amended, the Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining in respect to the rates of pay, wages, hours of employment and other conditions of employment for all employees employed in the department in the following described unit:

All full-time employees classified as public safety officers, including deputy shift commanders, and dispatchers employed by the City of East Grand Rapids BUT EXCLUDING the Public Safety Director, Deputy Public Safety Director, Shift Commander, Lieutenant, all other supervisors, confidential secretary and all other employees.

UNION REPRESENTATIVES

Section 2.0 Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee comprised of three (3) employees for the purpose of administering this Agreement in accordance with the grievance procedure as established herein and for the purpose of contract negotiations or other meetings between the Union and the Employer. The Union may also have a non-employee representative present at meetings held under the appropriate grievance procedure or other meetings between the Union and the Employer.

The collective bargaining committee will be paid for their time spent in negotiations with the Employer in the event they are scheduled to work during the bargaining meeting. Said time shall be for only straight-time hours they would otherwise have worked had they worked their regularly scheduled shift. The employee scheduled to work the day of a pre-arranged bargaining meeting shall be credited with the number of hours spent in bargaining as time worked during their tour of duty on that day. No pay shall be paid to the employee who is not scheduled to work.

Section 2.1 Grievance Investigation. A grievance may be presented at any time in accordance with the grievance procedure. The investigation, discussion and settlement of the grievance shall be done outside the working hours, unless such grievance relates to suspension or discharge, or it is necessary to investigate, discuss or settle a particular grievance during working hours. In the event that it is necessary to investigate or discuss a particular grievance during working hours, the Employer agrees to compensate an employee for all reasonable time lost from the employee's regular schedule of work. No employee shall leave

his work station for the purpose of preparing or processing a grievance without first obtaining permission from his immediate supervisor.

Section 2.2 Visits by Union Representatives. The Employer agrees that a credited representative shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representative shall give advance notice of the desired meeting to the supervisor concerned who will arrange a time and a place for the meeting.

Section 2.3 Notification. The Union agrees to give the Employer written notice of the names of its representatives before such representatives shall be recognized by the Employer.

SECURITY AND CHECKOFF

Section 3.0 Security. It is agreed and understood that all present and future employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present and future employees covered by this Agreement who, on the effective date hereof, were not members of the Union shall, within sixty (60) days after the effective date hereof, become and remain members in good standing as a condition of continued employment or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

Section 3.1 Checkoff. The Employer agrees to deduct from the wages of each individual in the bargaining unit who voluntarily becomes a member of the Union dues subject to the following subsections:

(A) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.

(B) All checkoff authorization forms shall be filed with the Employer's payroll office who shall return any incomplete or incorrectly completed forms to the Union's treasurer and no checkoff shall be made until such deficiency has been corrected.

(C) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, state, national or other dues or assessments or amounts for Union activities. The fair share representation fee shall be subject to that amount which the treasurer of the Union so notifies the Employer.

(D) The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fees to be deducted from the wages of employees as in accordance with this section. Any change in

the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

Section 3.2 Indemnification. The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction from the employee's pay of Union dues and/or agency fees.

Section 3.3 Checkoff Form. The Union shall exclusively use the following checkoff authorization form:

CHECKOFF AUTHORIZATION FORM

FRATERNAL ORDER OF POLICE STATE LODGE OF MICHIGAN LABOR COUNCIL

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$_____ per month or my fair share representation fee of \$_____ per month. The amount deducted shall be paid to the treasurer of the Union according to the agreement reached between the Employer and the Union. This authorization shall remain in effect until by written notice to the Employer, to request its revocation.

PRINT: Last Name _____ First Name _____ Middle Initial _____

Date Deduction to Start:

Month _____ Year _____

Employee's Signature _____

Social Security Number _____

Address _____

Date Signed _____

City _____ State _____ Zip _____

UNION RIGHTS

Section 4.0 Bulletin Boards. The Employer will provide a bulletin board in the police building which may be used by the Union for posting notices limited to:

(A) Notices of Union recreational or social events.

(B) Notice of Union elections and results.

(C) Notice of Union meetings and results.

(D) Official Union communications.

(E) Official social communications.

(F) Other information which is not derogatory to the Employer or its administration.

Section 4.1 Personnel Files. Employees' personnel files shall be kept by the Employer. An employee may examine his personnel file in accordance with the State of Michigan Employee Right to Know Act.

Section 4.2 Special Conference. Special conferences may be arranged between the Employer and the Union to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that said conferences shall not be used for purposes of collective bargaining unless prior consent is obtained from the other party, and in such event, negotiations shall only occur as to that specific item over which the parties have mutually agreed to negotiate.

Section 4.3 Disciplinary Procedure. All discipline of a suspension or discharge shall be in writing given to the employee and for informational purposes a copy furnished to the Union. In the event that a written warning is issued, the employee shall receive a copy and shall be orally notified of any warning being entered in his personnel record. An employee shall be entitled to have a Union representative present at any meeting with the Employer representatives where there is a reasonable expectancy that such a meeting will result in disciplinary action against the employee. Written reprimands shall be deleted from an employee's record after 12 months, provided the employee maintains a discipline-free record. Suspension shall be deleted from an employee's record after 36 months provided the employee maintains a discipline-free record.

Section 4.4 Written Statements. No employee shall be required to give the Employer a written statement before he has had an opportunity to discuss the matter with his Union representative if he is under investigation for disciplinary action. This provision does not apply to routine supplemental reports on citizen's complaints. The employee shall have twenty-four (24) hours after such discussion with the Union representative to make a written statement on reply.

Section 4.6 Discussion of Union Business. Members of the Union shall be permitted to casually discuss Union business with other members of the bargaining unit during their duty hours, provided such discussion shall not interfere with the performance of the member's duties.

EMPLOYER RIGHTS

Section 5.0 Reserved Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such services; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget, to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill, ability and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to assign work unrelated to the customary fire and emergency medical service, provided such work does not interfere with ability to make emergency response; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

Section 5.1 Policies and Procedures. The Employer reserves the right to establish reasonable department rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within ten (10) days after the establishment and publishing of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

WORK STOPPAGE PROHIBITION

Section 6.0 No Strike - No Lockout.

(a) The Association agrees that during the term of this Agreement, neither it nor its officers, representatives, committee persons, stewards, nor its members will for any reason, directly or indirectly, call, sanction, or engage in any strike, walk-out, slow-down, sit-down, stay-in, stay-away, boycott of a primary or secondary nature, picketing or any other activities that may result in any curtailment of work or restriction of production or interference with production of the City. The City agrees that during the life of this Agreement, it will not lockout any employees covered by this Agreement.

(b) The City reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this Section. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section.

SENIORITY

Section 7.0 Seniority Definition. Seniority will be defined as the length of the employee's continuous service with the Employer commencing with his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list by drawing numbers (number 1 being first and so on). A permanent full-time employee shall begin to accumulate seniority upon the expiration of the probationary period, at which time his name will be placed on the list as of his last date of hire as a full-time employee of the department.

Section 7.1. Probationary Period. All new employees shall be considered probationary employees for a period of one year, after which their seniority shall be as of their last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the grievance and arbitration procedure. If a probationary employee is recalled or re-employed within three (3) months after the date of separation, the time previously employed shall be applied toward the completion of the probationary period. If more than seven (7) days are missed from work, the employee's probationary period shall be extended by the number of days that the employee missed work.

Section 7.2 Seniority List. The seniority list for each bargaining unit shall show the names, classifications and rank of all employees in the bargaining unit. The Employer shall keep the seniority lists up to date from time to time and will furnish to the Union an up-to-date list at least once per year.

Section 7.3 Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent from work for three (3) consecutive working days without properly notifying the City.
- (d) If the employee fails to report for work within two (2) working days following telephone notification of recall to work or following receipt of attempted delivery of notice of recall by certified mail sent to his last known address, unless the failure to report is otherwise excused by the City.
- (e) If the employee fails to return on the required date following a leave of absence or vacation, unless otherwise excused by the City.
- (f) If the employee is on layoff status consecutively for a period of two (2) years or the length of seniority at the time of layoff, whichever is the lesser.
- (g) If the employee is on sick leave for the length of his seniority or for a period of two (2) years, whichever is lesser.

Section 7.4 Non-Bargaining Unit Transfers. An employee who shall be promoted to a position within the City on a non-bargaining unit job shall retain seniority, but shall not accumulate any additional seniority during the time the employee holds a non-bargaining unit position. The City shall, in its sole discretion, determine wages, hours and conditions of employment for non-bargaining unit employees including whether such employees may be discharged or demoted back into the bargaining unit. If the employee is returned to the bargaining unit, seniority shall recommence.

Section 7.5 Layoff. Layoff shall mean a reduction in the work force. Layoff shall be accomplished in the following manner:

- (a) All probationary employees in the classification affected;
- (b) All part-time employees in the classification affected following the reverse order of seniority;
- (c) All full-time employees in the classification affected following the reverse order of seniority, provided, however, that the remaining employees with greater seniority have the necessary training, present ability and experience to perform the required work.

(i) An employee subject to layoff who so requests shall in lieu of layoff, be demoted by seniority to a lower classification in the department provided he or she has experience and training to perform the work.

(d) Employees to be laid off shall have at least seven (7) calendar days' written notice of layoff. The Union shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

Section 7.6 Recall. When the work force is to be increased after a layoff, it shall be accomplished in the reverse order of the procedure followed for layoff. Employees who have taken a demotion in lieu of a layoff shall be recalled to their former classification in order of seniority.

WORK SCHEDULES

Section 8.0 Hours of Work. Public Safety Officers shall be scheduled for a twenty-eight (28) day tour of duty consisting of approximately two hundred and twelve (112) duty hours. Each duty day shall consist of twenty-four and one-quarter (24 $\frac{1}{4}$) hours, but sleep time of up to eight hours but not less than five hours within each duty day shall be excluded from work time. Duty assignments and their duration within each tour of duty and duty days shall be determined by the Public Safety Director. Dispatchers shall be scheduled for a forty (40) hour workweek of five (5) eight (8) hour work days. The beginning and ending times of all shifts shall be determined by the Public Safety Director. The hours of work or duty days recited herein as the work schedule shall not constitute a guarantee of hours of work.

Section 8.1 Rest Periods. Employees shall be permitted one (1) rest period, not to exceed fifteen (15) minutes in duration, during each one-half ($\frac{1}{2}$) of the established daily work schedule unless operations within the Department are determined by the Employer to be under emergency conditions.

Section 8.2 Callback. In the event an employee is called back to work at a time other than the scheduled work shift, he shall be credited with a minimum of four (4) hours at his regular hourly rate or with the actual hours worked at time and one-half ($1\frac{1}{2}$) times his hourly rate, whichever is greater, unless such time shall be contiguous with his scheduled work, in which case he shall be paid at his overtime rate, if applicable.

Section 8.3 Response Time. Employees shall not be required to live within the City of East Grand Rapids. They are required, however, to live within a thirty (30) minute driving time boundary as determined by the Public Safety Director.

Section 8.4 Training and Temporary Duty. An employee assigned to temporary duty or training may be scheduled for a forty (40) hour work week within five eight (8) hour work days. The Employer agrees to give

as much advance notice as possible when an employee's work schedule is to be changed for training or temporary duty.

Section 8.5 Scheduling. Days off shall be indicated on the workshift schedule. Employees may change a day off after the schedule has been posted if they receive prior permission from the Public Safety Director who is in charge of scheduling.

Section 8.6 Trading. Subject to departmental manpower requirements, officers shall be permitted to voluntarily trade workdays for days off providing that the employee scheduled to work must inform the Public Safety Director in advance of any voluntary trade of workdays or days off and such originally scheduled employee shall be responsible for the attendance of his replacement, together with insuring that the Employer is not liable for any overtime premium. Absences of replacement shall be charged to the originally scheduled employee unless the scheduling is changed in the scheduling book.

WAGES & PREMIUMS

Section 9.0 Pay Days. Pay days shall be on alternate Thursdays. Pay tendered on Thursday shall include the employee's basic bi-weekly wage plus overtime pay, if any, through to 8:00 a.m. on the preceding Monday. Paychecks shall be ready by 2:00 p.m. on Thursday.

Section 9.1 Overtime. Employees are expected to work reasonable amounts of overtime upon request. Overtime work must be authorized in advance by the department head. All work that is performed by Public Safety Officers in excess of their two hundred and twelve (212) hour tour of duty, shall be compensated at time and one-half ($1\frac{1}{2}$) their regular hourly rate. Employees whose work schedules are normally forty (40) hours per week shall be paid time and one-half ($1\frac{1}{2}$) their regular hourly rate for all hours worked in excess of forty (40) in any one workweek. For the purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked and sleep time shall be excluded from time worked. Premiums for overtime, holidays or other premium conditions shall not be compounded nor pyramided.

Section 9.2 Overtime Opportunity. Call-in overtime shall be rotated among the qualified off-duty employees by first calling the most senior qualified employee and proceeding down the seniority list until each employee has been given an opportunity for overtime, provided, however, that the employee has indicated that he wants the overtime opportunity by placing his name on the overtime roster. This Section shall not preclude the Employer from calling in an employee out of line of seniority if the employee next in line is not readily available or if special circumstances warrant other arrangements as determined by the Public Safety Director.

Section 9.3 Classifications and Wage Schedules. The Classification and Wage Schedule attached hereto as Appendix "A" shall reflect the annual salary and wage rates for all regular full-time employees covered by this Agreement.

Section 9.4 Payroll Deductions. In addition to mandatory deductions, employees may authorize the following deductions in their pay checks:

Hospitalization
Savings Bonds
Contributions to United Way
Union Dues
Credit Union
Police Benefit Association
Agency Shop Dues

and other deductions as applicable and agreed to between the parties.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.0 Definition of a Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Grievances shall be in writing and shall include time, date, the alleged contractual violation, written rule or regulation that is the basis of the grievance, the facts that give rise to the grievance, the remedy desired and the signature of the Union representative.

Section 10.1 Grievance Procedure. All grievances shall be processed in the following manner:

STEP 1. Grievances shall be presented promptly and in all cases not later than seven (7) days from the time the employee and/or Union should have reasonably known that the employee had grounds for a grievance. The grievance shall first be presented to the Director of Public Safety. The Director of Public Safety shall acknowledge receipt of the grievance by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his Union representative. The Director of Public Safety shall give his written answer within five (5) days after receipt of the grievance.

STEP 2. If the grievance is not satisfactorily settled in Step 1, the Union may appeal the decision of the Chief by submitting the written grievance to the City Manager within five (5) days following receipt of the Director's answer in Step 1. The City Manager shall, within ten (10) days of the receipt of this appeal, schedule a meeting to hear the dispute and render a written decision. The City Manager shall place his answer on the grievance form and return it to the chairman of the collective bargaining committee within seven (7) days after such meeting.

STEP 3. On any grievance the Union may appeal the decision of the City Manager to arbitration by giving written notice to the City and its desire to arbitrate within thirty (30) days after receipt of the City's answer in Step 2. Within thirty (30) days from the receipt of the decision of the City Manager, the Union shall request from the Federal Mediation and Conciliation Service a list of names of five (5)

qualified arbitrators. A copy of this request shall be given to the Director of Public Safety and City Manager. Upon receipt of the list of names, the Union representative processing the grievance and the Employer's representative shall alternately strike names from this list with the right of first strike being decided by a flip of a coin. After two (2) names have been struck by each party, the one remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the Service of the selection.

Section 10.2 Time Computation. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the Grievance Procedure.

Section 10.3 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the City's last answer. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the Grievance Procedure may be extended by mutual agreement in writing.

Section 10.4 Expedited Grievances. Grievances commenced involving discharge or suspension may be commenced at Step 2 level of the Grievance Procedure.

Section 10.5 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, that question must first be decided before the arbitrator shall be permitted to decide the merits of the grievance. The arbitrator shall have no authority to hear or determine any disputes involving the exercise of any of the City's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement, which reflect the only concessions the Employer has yielded. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted at Section 10.1, Step 1. The arbitrator's decision shall be final and binding upon the Union, Employer and employee.

Section 10.6 Multi-Forum Waiver. Any employee who receives a hearing under the Veterans' Preference Statute shall be precluded from having the matter considered in arbitration provided herein. If the matter is the subject of an arbitration hearing, the employee thereby waives any rights to a hearing under the Veterans' Preference Statute.

VACATIONS

Section 11.0 Vacation Benefit. Employees shall become eligible for a vacation benefit and a vacation leave in accordance with the following:

Eligibility

An employee must be employed on July 1 and must complete the required years of continued service within the fiscal year commencing July 1, in order to be eligible for a vacation benefit, provided however, that during the first year of employment, a pro rata partial vacation benefit will be determined on the basis of the employee's continuous service between his date of employment and the next following July 1.

Benefit

40 Hour Schedule

<u>Service</u>	<u>Benefit</u>	<u>Leave</u>
After 1 year	80 hours' pay	10 workday leave
After 10 years	120 hours' pay	15 workday leave
After 20 years	160 hours' pay	20 workday leave

24 1/2 Hour Schedule

<u>Service</u>	<u>Benefit</u>	<u>Leave</u>
After 1 year	2 duty weeks' pay	2 duty weeks' or 6 duty days' leave
After 10 years	3 duty weeks' pay	3 duty weeks' or 9 duty days' leave
After 20 years	4 duty weeks' pay	4 duty weeks' or 12 duty days' leave

Leave

The first vacation benefit may not be taken until after the employee's first anniversary date of hire. Thereafter, vacation may be taken any time during the current fiscal year. Employees may take their vacation in weekly increments with no more than two (2) weeks to be taken during the months of June, July and August. The weeks need not be consecutive. Employees shall sign up for vacation in advance as determined by the Director and priority in assignments of available vacation periods shall be based upon seniority within the department. When everyone has had an opportunity to place their name on the vacation schedule by seniority, remaining available weeks may be signed for again by seniority up to the employee's vacation eligibility provided, however, that requested weeks do not conflict with personnel requirements and scheduling.

Holiday Substitution

Public Safety Officers who do not elect to take the paid holiday option, shall be entitled to receive and take an additional week/duty week in lieu of five (5) of the recognized paid holidays.

HOLIDAYS

Section 12.0 Recognized Holidays.

(a) Paid holidays shall be granted to each employee in the bargaining unit on the following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day before Christmas Day, Christmas Day, day before New Year's Day and employee's birthday.

(b) Employees in the bargaining unit shall be granted holidays in the following manner:

(1) Seven (7) consecutive calendar days of annual leave in addition to vacation allowance.

(2) Six (6) days' pay in addition to basic pay on the first pay date in November. The per day rate shall be determined by dividing the employee's annual pay rate existing on the first day of the fiscal year preceding the date of payment by two hundred sixty (260).

(c) An employee may elect to take holiday pay in lieu of time off. Each employee may exercise an option sixty (60) days prior to November 1 to:

- (1) receive holiday benefits as provided above, or,
- (2) receive a lump sum payment on the first of November for all holidays recognized during the year.

LEAVES OF ABSENCE

Section 13.0 Seniority Accumulation on Leave of Absence. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise provided.

Section 13.1 Personal Leave. The Employer for good cause shown may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted at the Employer's sole discretion provided it is requested prior to the termination of the thirty (30) day period. A leave of absence shall not be given for the purpose of obtaining or working at other employment.

Section 13.2 Paid Sick Leave. Employees shall earn and be granted sick leave as follows:

(a) No sick leave with pay will be granted to an employee during the first six (6) months of employment unless such pay shall have first been authorized by the Director of Public Safety.

(b) After completion of the six (6) month period, each full-time employee shall be credited with six (6) days of sick leave and will thereafter accumulate sick leave with pay at the rate of one (1) working day for each full month of employment.

(c) Employees whose regularly scheduled work day consists of twenty-four (24) consecutive work hours shall accumulate one (1) sick leave day for each calendar month of service. For each twenty-four (24) hour period of absence from duty under this subsection, two (2) days shall be deducted from accumulated sick leave. No employee shall have deducted from accumulated sick leave more than five (5) days during any successive one (1) week period of illness. For absence from regularly scheduled duty for one (1) day, no more than two (2) days shall be deducted from accumulated sick leave.

(d) Unused sick leave days shall accumulate from year to year to a maximum of two hundred forty (240) days.

(e) Sick leave may be denied for personal injury incurred in the employee's supplemental employment.

(f) Substantiation of illness may be required by the Public Safety Director at any time. Employees are required to notify the department of absence from duty due to illness in advance of the time for start of the scheduled work shift.

(g) Records pertaining to administration of sick leave shall be maintained in the department and made available to the employee or Public Safety Director upon request.

(h) In the event of the death or retirement under MMERS of an employee who has completed a minimum of ten (10) consecutive years of employment with the City, payment for unused and accumulated sick leave up to a maximum of one hundred (100) days will be paid at the rate of one dollar (\$1.00) per day of accumulated sick leave times the actual continuous years of employment with the City. Example: Employee with twelve (12) years of continuous employment and one hundred seventy (170) days of accumulated sick leave dies or retires; the City pays: \$1.00 per day (100 days) = \$100.00 x 12 years = \$1,200.00.

Section 13.3 Emergency/Funeral Leave. Emergency leave shall be granted to a maximum of six (6) calendar days without loss of pay or benefits by specific approval of the Public Safety Director for a death or serious illness in the employee's immediate family. Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, spouse, son, or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One calendar day's leave without loss of pay or benefits shall be granted for an employee to attend the funeral upon the death of his niece or nephew.

Section 13.4 Injury Leave.

(a) The Employer agrees to provide Worker's Compensation for its employees as provided by laws of the State of Michigan.

(b) For an Employer service-connected disability compensable under the provisions of the Worker's Compensation Act, the Employer agrees to pay the

injured employee at the full rate of pay provided for the position for a period of twenty-six (26) weeks.

(c) During the period of full wage payment by the Employer, whatever its duration, compensation payments made to the employee by the insurance carrier shall immediately be remitted by the employee to the City Treasurer.

(d) Upon expiration of the period of full wage payment by the Employer under the injury leave policy, the employee shall have the option of using accumulated sick leave and/or vacation benefits. Upon expiration of all payments by the Employer in supplementation of compensation benefits, the employee shall be continued on leave of absence without pay until such time as it may be determined by the Public Safety Director that the employee will not be able to return to his or her former work, or to any other position for which the individual may be qualified, within a reasonable period of time; at which time the employment of the individual shall be officially terminated.

(e) The Public Safety Director shall have the right to require the use of the employee of the services of a doctor specified by the Public Safety Director as a condition of the operation of any element of the Employer's injury leave benefit as described above. Substantiation of illnesses may be required by the Public Safety Director at any time.

(f) Sick leave shall be denied for personal injury incurred in the employee's supplemental employment.

Section 13.5 Union Leave. A leave of absence not to exceed four (4) calendar days may be granted to a maximum of two (2) employees to engage in activities of the Union; provided, however, that ten (10) days' advance notice is furnished to the Public Safety Director and the Public Safety Director may schedule such leave after giving due consideration to personnel requirements. Such leave, if granted, shall not be deducted from an employee's annual or accrued sick leave days.

EDUCATIONAL BONUS

Section 14.0 Educational Benefits. An educational benefit will be paid to employees in addition to their annual salary for completed college credits which relate to their duties with the City and for which approval has been obtained from the Director of Public Safety, as follows:

30 hours' credit:	\$ 200 per year
60 hours' credit:	400 per year
Associate Degree:	500 per year
90 hours' credit:	600 per year
AB Degree:	800 per year
Police or Fire	
Administration Degree:	1,000 per year

The educational benefit shall be paid on January 15 or the first pay date following January 15 succeeding attainment of eligibility.

LONGEVITY PLAN

Section 15.0 Longevity Benefit

(a) Longevity pay shall mean a percentage of salary based on length of continuous service paid periodically to employees in addition to their basic salary, adjusted to the next lowest One Thousand Dollars (\$1,000) increment and calculated on the first Ten Thousand Dollars (\$10,000) of salary in accordance with the following schedule:

<u>Service Years</u>	<u>Rate</u>	<u>Maximum Amount Annually</u>
5 through 9	2%	\$ 200
10 through 14	4%	400
15 through 19	6%	600
20 through 24	8%	800
25 and over	10%	1,000

(b) Longevity shall be paid either semi-annually on the first (1st) of November and May, or on the first (1st) pay day in each month at the election of the employees. Eligibility for longevity pay or for longevity pay adjustment shall begin on the first (1st) day of the month next succeeding the date of attainment of the years of service specified in the above schedule.

PENSION

Section 16.0 Pension

(a) It is understood by all parties that all City employees are members of the Michigan Municipal Employees Retirement System (MMERS) and that all employees eligible for social security benefits are covered under Plan C-1 and that employees not eligible for social security benefits are covered by Plan B-2.

(b) Public Safety Officers shall be enrolled in the B-2, F-55, 25 years, retirement program of the MMERS, with an employee's contribution of six percent (6%) of gross compensation, with the Employer contributing the remaining amount required. Seniority for the purpose of retirement payment shall revert back to the total eligible service of the employee with the Employer.

(c) Effective July 1, 1986, the employee's contribution shall be five percent (5%) of the employee's gross compensation.

FRINGE BENEFITS

Section 17.0 Member Death. For the purpose of this Agreement, the death of an employee shall be considered as a termination of employment and subject to all conditions concerning such termination of employment as stipulated elsewhere in this Agreement; provided, however, that all pay, allowance and other benefits due such employee shall be paid to the employee's beneficiary. Where such employee has no named beneficiary, payment shall be made to the deceased employee's estate.

Section 17.1 Personal Property Insurance. The Employer agrees to compensate the employee for the cost of any personal property damaged or destroyed necessarily or reasonably resulting from his official performance of duty. No employee shall wear or use any personal property of unusually high value.

Section 17.2 False Arrest Insurance. The Employer shall retain an insurance policy on each of its employees that shall cover false arrest suits or claims and any legal expense involved by the employees. If the Employer is unable to secure sufficient policies for its employees, the Employer shall become self-insured.

Section 17.3 Life Insurance. A group life insurance and accidental death and dismemberment program shall be available to all full-time City employees in an amount equal to the employee's annual salary rounded off to the next higher One Thousand Dollars (\$1,000). The full cost of term insurance shall be paid by the Employer. The minimum amount of insurance shall be Fifteen Thousand Dollars (\$15,000).

Section 17.4 Hospitalization. The current hospitalization and medical insurance shall be maintained for the benefit of all employees in the bargaining unit. The City shall pay the monthly portion of the total premium up to and including the cost of family coverage.

When optional plans are made available from an insurance carrier, provided there are no reductions in benefits coverage and upon petition by one or more of the employee representatives in the various bargaining units, an election among all regular full-time employees shall be held and any optional plan receiving a vote of two-thirds (2/3) by secret ballot of the employees on the payroll as of the date of the election shall be placed in effect at the earliest possible date, provided, however, there shall be no loss of coverage.

Section 17.5 Dental Insurance. If any other bargaining unit in the City obtains dental insurance during the term of this contract, the City will also provide identical dental insurance to this bargaining unit.

MISCELLANEOUS

Section 18.0 New Jobs. When and if the Employer creates a new job classification, it shall set the rate of pay therefor and advise the Union. If the Union disagrees with the rate of pay for such classification, it may file a written grievance with respect thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the new job was created. The Employer agrees to post notice for at least seven (7) calendar days when a new job classification is created and give preference to employees employed at the time the new job classification was established.

Section 18.1 Promotions. Employees who have been employed in any law enforcement or firefighting classification for a period of five (5) years or more shall be eligible for promotion to sergeant as vacancies occur.

Promotion to the position of sergeant will be based upon examination procedure involving completion of a written examination and oral examination and

consideration of seniority within the classifications itemized above. In scoring, weight shall be assigned to the three (3) factors as follows:

Written Examination	50%
Oral Examination	40%
Seniority	10%

The Oral Board shall be comprised in its majority by individuals in the law enforcement profession.

Applicants receiving the three (3) highest total scores will be certified to the Director of Public Safety who must make the appointment of one (1) of the three (3) certified. The names of those certified shall be posted. All of those participating in the examination shall be permitted to examine their test score results. The lowest total score of the three (3) certified shall be posted, but not identified with the individual attaining the particular score.

It is agreed that existence of any position vacancies shall be posted prominently within the department.

Section 18.2 Uniform Allowance. Management agrees to provide and maintain uniforms and prescribed safety protection equipment for all personnel which shall be specified in detail, both as to type and quantity by the department head with the approval of the City Manager. It is mutually agreed that uniforms will be provided throughout all seasons of the year. The right shall be reserved to the department head and to the City Manager to limit maintenance and replacement expenditures by the City should the employee not exercise reasonable care of uniform, safety and protective equipment items furnished. The Employer shall assume the cost of the necessary cleaning of such uniforms under such rules as the Employer may determine.

Section 18.3 Health and Safety. The City and the Union subscribe to the principle of good health and safety conditions. The Association will cooperate fully in all safety matters. Where the City shall deem necessary, it shall provide for protective devices, subject to such rules for the purchase, preservation and care of such equipment as the City shall determine.

Section 18.4 Personal Safety. The Employer recognizes the inherent dangers involved in law enforcement and shall at all times try and protect the employees from dangerous and hazardous situations, specifically:

(a) Those employees assigned to patrol duty shall have a second employee assigned as back-up;

(b) It is further agreed that in cases of emergency situations the Employer shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement or persons of higher rank within the department in order to effectively cope with such emergency situation.

Section 18.5 EMT. All public safety officers shall be required to satisfactorily complete Advanced First Aid, including C.P.R. In addition, the Employer will also provide such additional training so that a public safety officer will be able

to handle emergency medical situations during the first three to four minutes before licensed E.M.T. arrive at the scene.

Section 18.6 Physical Examinations. All P.S.O. shall be required every two (2) years to have a physical examination by the Employer's physician. The Employer shall assume the medical fee for the examination but time spent during the examination shall not be considered as worktime unless it occurs during an employee's regular duty schedule.

Section 18.7 Dispatching. The Employer reserves the right to discontinue or to subcontract in whole or in part, the function of dispatching.

Section 18.8 Shift Selection. Employees classified as dispatchers shall bid their shifts for a six (6) month period beginning January 1 and July 1 with preference in shift assignment being allocated by seniority. Succeeding shift bids shall be different than that assigned on the previous six (6) month period.

Section 18.9 Separability. Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and negotiate the part or parts so affected.

Section 18.10 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

"A" DURATION

Section 19.0 Term of Agreement. This Agreement shall remain in full force and effect from July 1, 1985 until midnight, June 30, 1987, thereafter for successive annual periods of one (1) year unless either party shall, on or before ninety (90) days prior to its expiration date, or any successive annual period, serve written notice on the other party of its desire to negotiate, amend, change or any combination thereof. Notice of desire to terminate, modify, alter, negotiate, amend, change or any combination thereof shall have the same effect of terminating this entire Agreement on its expiration date or any successive annual expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects for amendment provided by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

E.G.R. PUBLIC SAFETY
OFFICERS ASSOCIATION, AFF'L.
FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN
LABOR COUNCIL

CITY OF EAST GRAND RAPIDS

Kenneth Ross

Paul [Signature]

Robert M. Backlund

Harold [Signature]

Michael [Signature]

Michael [Signature]
Peter J. Gallagher

APPENDIX "A"

Effective the first pay period on or after the dates indicated, the following annual rates and classifications shall be applicable:

July 1, 1985

Classification	Start	After			
		1 yr.	2 yrs.	3 yrs.	4 yrs.
Dispatcher	16,172	16,978	17,836	18,356	
P.S.O.	23,972	25,168	26,416	27,742	28,938

Deputy Shift Commanders \$1508 over the appropriate P.S.O. rate.

July 1, 1986

Classification	Start	After			
		1 yr.	2 yrs.	3 yrs.	4 yrs.
Dispatcher	16,822	17,654	18,538	19,084	
P.S.O.	25,168	26,416	27,742	28,938	30,371

Deputy Shift Commanders \$1,508 over the appropriate P.S.O. rate.

30,394
8/11

LETTER OF UNDERSTANDING

No. 1

Date: 12/2/85

Re: Dave Smith

Dave Smith will be given one more opportunity to satisfy the requirements of a Public Safety Officer. Instead of the P.S.O. rate established in Appendix "A", Smith shall receive a four percent (4%) increase over the rate he was receiving prior to the current Agreement. He shall receive this rate until he becomes qualified as a P.S.O.

E.G.R. PUBLIC SAFETY OFFICERS
ASSOCIATION, AFF'L. FRATERNAL
ORDER OF POLICE, STATE LODGE
OF MICHIGAN LABOR COUNCIL

CITY OF EAST GRAND RAPIDS

Kenneth Ross

Walter [Signature]

Robert M. [Signature]

Robert [Signature]

Michael [Signature]

Mike [Signature]

Peter J. Gallagher

LETTER OF UNDERSTANDING

No. 2

Date: 12/2/85

Re: Vacation Leave

Notwithstanding the collective bargaining Agreement to the contrary, upon approval of the Shift Commander, an employee shall be permitted to take vacation at one (1) duty day at a time.

E.G.R. PUBLIC SAFETY OFFICERS
ASSOCIATION, AFF'L. FRATERNAL
ORDER OF POLICE, STATE LODGE
OF MICHIGAN LABOR COUNCIL

CITY OF EAST GRAND RAPIDS

Kenneth Ross
Robert M. Padakopetz
Michael R. Ellis

William J. [Signature]
Clarence [Signature]
W. [Signature]
Peter J. Gallagher

No. 3

RE: PROMOTIONS

CITY OF EAST GRAND RAPIDS

Kenneth Ross
Robert M. B. C. L. Hovener
Michael L. Ellis

CITY OF EAST GRAND RAPIDS

Wm. L. Leland

Wm. L. Leland

Wm. L. Leland

Peter J. Hallgren

Employer's
split
35
sp

prepared by: T. Allard
date: 5-5-88

estimated cost: \$11.55/single
\$35.75/family

Based on information supplied by Roger Sousley of Risk
Control to the EGR City Controller.

Hypothetical Dental Plan

Suggested by Risk Control, Inc.
for City of East Grand Rapids
Employees and their Families
April, 1988

I. Preventative

- 100% insurance coverage
- 6 month check-ups to include:
 - teeth cleaning and scaling
 - bite wing x-rays
- fluoride treatments for children
- \$25/year deductible/person
- three deductibles maximum/family

II. Routine

- 80% insurance coverage
- fillings

III. Major Care

- 50% insurance coverage
- crowns
- bridge work
- dentures

IV. Orthodontics for children

- 50% insurance coverage
- maximum coverage of \$1,000

This plan would allow for a maximum benefit of \$1,500 per year per person for categories I, II and III. The \$1,000 orthodontic coverage would be above and beyond to \$1,500 limitation.

a:\dnt15588