

7-1-76

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated July 1, 1975 is entered into between the City of East Grand Rapids, hereinafter referred to as "the City" and the Police Officers' Association, hereinafter referred to as "the Association". It is the intent and purpose of this Memorandum to set forth the full agreement between the parties concerning rates of pay, work hours and other conditions of employment.

RECOGNITION

The City hereby recognizes the Association and/or its designated representatives as the exclusive collective bargaining representative for all employees in the named unit for the purposes of collective bargaining with respect to rates of pay, work hours, and other conditions of employment.

In the Police Officers' Association the following job classifications are recognized as being represented by the bargaining unit:

- Dispatcher
- Patrolman
- Patrolman - PSO I
- Patrolman - PSO II
- Detective
- Police Sergeant

REPRESENTATION

The City agrees to recognize not more than three individuals designated as "elected representatives" in the Police Officers' Association. The Association shall furnish in writing an up to date list of its elected representatives. Management agrees that there will be no discrimination against any employee because of his designation as an association representative.

Management shall be represented by the City Manager and/or his designated representatives numbering not more than two.

East Grand Rapids, City

49506

*East Grand Rapids Police Officers Assoc.
770 Lakeside Dr.; East Grand Rapids, Mich.*

ASSOCIATION MEMBERSHIP

All employees named above as being recognized by the bargaining unit are entitled to belong to the Police Officers' Association.

All employees within the named classifications shall, within 30 days of the effective date of this Agreement, decide whether they wish to become members of the Association. Should the employee elect membership in the Association, it is understood that he will be responsible for payment of dues as duly authorized by the Association. Should he elect not to become a member it is understood that he will be responsible for payment of a service charge to the Association. The amount of the service charge shall be equivalent to the employee's proportionate share of the cost to the Association of the negotiation and maintenance of this Agreement. The service charge amount during the life of this Agreement is hereby agreed upon as being the sum of \$4.73 per month.

The City agrees to deduct, once each month, from the pay of each employee such dues or service charges as may be the obligation of the employee to pay. Such deductions must be duly authorized by the employee, in writing. Changes in the amount of dues shall be certified in writing to the City Manager by the President of the Association at least one month in advance of the date of any dues payable. Amounts deducted will be remitted to the Association Treasurer within ten days of the end of the payroll period from which dues deductions made.

It is understood that any employee who elects neither membership nor payment of the service charge shall be permitted to retain employment with the City by his election to preclude himself from a fringe benefit or wage increment or any benefit negotiated and won by the Association which is at least equivalent to the annual dues approved per member.

MEETINGS

Either party may call a meeting to be held at any reasonable hour upon furnishing reasonable notice to the other party. Such meetings may be called for the purpose of collective

bargaining; for the processing of an employee grievance; or for general discussion of working conditions, procedures, and personnel policies, it being the intent of management to establish and maintain communication with Association membership for the betterment of the public service.

DEPARTMENT RULES AND REGULATIONS

It is understood that matters of working conditions not provided in this Agreement will be contained in the Rules and Regulations of the Police Department and shall be an official adjunct to this Agreement when approved by the City Manager. The City agrees to consult with the Association in the formulation of these Rules and Regulations but it is understood that the final decision shall be the sole responsibility of the City.

MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the operations of the City of East Grand Rapids and the direction of the employees in the performance of such operations, including but not limited to the right to hire, discipline and discharge its employees, and to make and enforce rules and regulations governing performance of work, employee conduct and appearance, and employee safety are vested in department heads, the City Manager, and City Commission as provided by law. The assignment of individual employees to job classifications is the responsibility of the department head subject to approval of the City Manager. Employees may appeal classification assignment by following the grievance procedure herein contained.

PROBATIONARY PERIOD

All new full-time employees of the Police Department shall be deemed to be on probation for a period of one year. Probationary employees may be terminated upon the decision of the department head without recourse to this agreement.

HOURS OF WORK

Normal hours of work in the Police Department shall be 40 hours per week. The Police Department employees will be assigned by the Police Chief to work shifts which shall normally average no more than 40 hours per week. Employees shall "bid" their shift for a six month period (beginning January 1st and July 1st) with preference in shift assignment to be allocated by seniority. Succeeding shift bids shall be different than that assigned on the previous 6 months period. The right of the Police Chief to modify assignments from those bid is reserved where necessary. Shift assignments shall be posted 90 days in advance of shift change dates.

RESPONSE TIME

Employees in the Police Department shall not be required to live within East Grand Rapids. They are required to live within a 30 minute "emergency response time" boundary.

OVERTIME

All full-time employees in classifications designated as being represented by the named Association are eligible for the payment for overtime work.

Overtime is defined as required duty at the call of the department head or authorized representative beyond the normally scheduled work day and/or work week.

Overtime work must be authorized in advance by the department head and must be approved by the City Manager before payment is made. When an employee is required to work overtime he shall be paid at the rate of $1\frac{1}{2}$ times the hourly rate in effect for the individual employee at the time of the overtime work.

Overtime shall not be paid for less than 30 minutes in any one day.

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 three (3) hours at his regular hourly rate, or with the actual hours worked at $1\frac{1}{2}$ times his hourly rate, whichever is greater, unless such time shall

be continuous with his scheduled work, in which case he shall be paid at his overtime rate.

SALARIES AND WAGES

Effective June 30, 1975 the salary and wage schedule attached hereto shall determine salary and wage rates for all regular, full-time Police Department employees.

LONGEVITY PAY

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 \$1,000 increment and calculated on the first \$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%	\$ 200.00
10 through 14	4%	400.00
15 through 19	6%	600.00
20 through 24	8%	800.00
25 and over	10%	1,000.00

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

PAY PERIODS

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.

UNIFORM ALLOWANCE

In the Police Department, management agrees to provide and maintain uniforms and proscribed safety and 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 items furnished. Specific items of uniform shall be provided in the Rules and Regulations of the Police Department.

INSURANCE

HOSPITALIZATION -

Hospital and medical insurance shall be made available to all City employees through the programs of Michigan Hospital Service and Michigan Medical Service (Blue Cross-Blue Shield) through the term of this Agreement or until such time as agreement is reached between the Association and the City to change to another company. The City shall pay that portion of the total premium, including "Master Medical" coverage (\$50.00 - \$100.00 deductible and 80/10 co-payment), which is equal to the cost for the family coverage for semi-private service. As of July 1, 1975 this amount is \$51.35 for Plan 3 members. When optional plans are made available by Michigan Hospital Service and/or Michigan Medical Service and upon petition by one or more of the Associations an election among all regular full-time City employees shall be held and any optional plan receiving the favorable vote of 2/3 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, that any cost per employee in excess of \$51.35 per month shall be paid by the employee.

LIFE INSURANCE -

A group life insurance and accidental death and dismemberment program is available to all

City employees in an amount equal to the employee's annual salary rounded off to the next higher \$1,000. The full cost of term insurance shall be paid by the City. In the Police Department the minimum amount of insurance shall be \$15,000.

At the time of the retirement of the employee life insurance coverage paid by the City shall be reduced to the sum of \$2,000.

HOLIDAYS

Holidays shall be granted to full-time East Grand Rapids employees on the following days:

New Year's Day

Veterans Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas

1 day on either Christmas Eve or New Year's Eve

Employee's Birthday

Good Friday

For any holidays falling on Saturday the preceding Friday shall be observed as the holiday. For any holiday falling on Sunday the following Monday shall be observed.

Employees of the Police Department shall be granted holidays in the following manner:

- (1) Seven consecutive days of annual leave in addition to vacation allowance.
- (2) Five days pay in addition to basic pay on the first pay date in December.

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 260.

VACATION

Vacation is herein defined as absence from scheduled duty during the specified number of calendar days or weeks (not work days).

Employees shall be eligible for a vacation following completion of the first full year of employment unless the City Manager shall specifically authorize an advance of vacation time upon recommendation of the department head.

In the Police Department all full-time employees shall be entitled to two weeks (10 days) vacation annually until completion of the 10th year of service. In the fiscal year during which the 10th year is completed the employee shall be entitled to an additional week of vacation for a total of 15 days. During the fiscal year in which the employee completed the 20th year of service he shall be entitled to an additional week of vacation for a total of 20 days.

Partial vacations accumulated during the first year of employment shall be determined on the basis of the portion of a year falling between the time of employment and the commencement of the next fiscal year.

In the Police Department uniformed employees are entitled to an additional week of vacation in lieu of 5 of the paid holidays. Employees in this department must split their vacation into two parts taken at separate times of the year.

Employees shall sign up for vacation in advance as determined by the department head. Priority in assignment of vacation periods shall be based upon seniority within the department.

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 6 months of employment unless such pay shall have first been authorized by the City Manager.
- (b) After completion of 6 months of an employee's probationary period each full-time employee shall be credited with 6 days of sick leave and will thereafter accumulate sick leave with pay at the rate of one working day for each full month of employment.
- (c) Unused sick leave days shall accumulate from year to year to a maximum of 240 days.
- (d) When an employee becomes ill and must leave his shift duty he will not be charged sick leave time if he or she has completed 5 hours or more of his shift duty. Should an employee appear for one hour but leave his shift duty prior to completing 5 hours of duty time, he shall be charged $\frac{1}{2}$ day sick leave.
- (e) Emergency leave shall be granted to a maximum of 6 days for death or serious illness in the employee's immediate family. Such leave shall not be deducted from the employee's accumulated bank but emergency leave shall not be permitted to accumulate. The six day limitation may be extended upon application approved by the City Manager.
- (f) Sick leave may be denied for personal injury incurred in the employee's supplemental employment.
- (g) Substantiation of illness may be required by the department head or City Manager at any time.
- (h) Records pertaining to administration of sick leave shall be maintained in each department and made available to the employee upon his request.
- (i) In the event of the death or retirement 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 eighty (80) days will be paid at the rate of \$1.00 per day of accumulated sick leave times the actual continuous years of employment with the City.

EXAMPLE:

Employee with 12 years of continuous employment and 140 days of accumulated sick leave dies or retires. City pays:

$$\$1.00 \text{ per day} - 80 \text{ days} - \$80.00 \text{ times } 12 \text{ years} = \$960.00$$

INJURY LEAVE

The City agrees to provide Workmen's Compensation insurance for its employees as provided by laws of the State of Michigan.

For a service connected disability compensable under the provisions of the Workmen's Compensation Act, the City agrees to pay the injured employee at the full rate of pay provided for the position for a minimum period of 90 days. Upon expiration of the 90 day period, this period of full wage payment may be further extended as a result of the operation of the grievance procedure specified elsewhere in this agreement.

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

Upon expiration of the period of full wage payment by the City 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 City 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 City Manager 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.

The City Manager shall have the right to require the use of the employee of the services of a doctor specified by the City Manager as a condition of the operation of any element of the City's injury leave benefit as described above.

HUMANITARIAN CLAUSE

Should any employee covered by this Agreement become physically or mentally handicapped to the extent he/she is unable to perform his or her regular job, the City will make every effort to place the employee in a position that he or she is physically and mentally able to perform.

LAYOFF

In the event that it should become necessary to reduce the work force of the City to meet budgetary limitations, seniority shall determine the order of layoff. Layoff shall be by seniority within the department (last in-first out) providing the remaining senior officers have the ability to perform the work requirements of the department. Recalls shall be in reverse order of layoffs. Probationary employees may be laid off in any order.

Should the layoff of employees, who have completed their probationary period, be ordered for a specific period of time (as opposed to an undefined period); the City agrees to maintain its contributions to hospitalization and life insurance programs and to the retirement system, provided such maintenance of contributions is allowed by the insurance carrier or retirement system authority and further provided that the laid-off employee has not accepted other employment where any of these programs are maintained by the other employer.

VACANCIES

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

EDUCATIONAL BENEFITS

In the Police Department the following pay increments will accrue to all named positions within the bargaining unit, for accredited academic attainment beyond the secondary school level but only at such time as the employee has completed a minimum of two years of

employment with the City of East Grand Rapids Police or Fire Department.

30 hours credit	\$200.00 per year
60 hours credit	400.00 per year
AA degree	500.00 per year
AB degree	800.00 per year
Police Ad. degree	1,000.00 per year

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

PHYSICAL EXAMINATIONS

Physical examinations shall be required every two years for all employees of the Police Department. The cost of examination shall be paid by the City, reports shall be submitted to the City Manager, and such reports are to be available to the employee upon his or her request. Physical examinations shall include SMA blood test and chest x-ray.

REST PERIOD

Employees in all units shall be permitted one rest period not to exceed 15 minutes in duration during each one-half of the established daily work schedule unless operations within the department are determined by the City Manager to be under emergency conditions.

GRIEVANCE PROCEDURE

Employee grievances will be processed in the following manner: (No employee who is an elected representative of the bargaining committee shall sit on the grievance committee, if he has been directly involved in the action causing the grievance to be filed.)

- Step 1. The aggrieved employee or group of employees shall orally state their grievance to the elected representatives of their association. If the grievance is not settled by discussion at this point both the aggrieved employee or employees and the elected representatives shall proceed to step 2.
- Step 2. The elected representatives shall request the department head to meet with them at, and within, a reasonable time. At that time the department head will meet with the aggrieved employee or employees and the elected representatives and shall, within 3 days thereafter, render to the parties his decision in the matter.
- Step 3. If the matter is not settled at step 2 the grievance shall be placed in writing and filed with the City Manager. Within 3 days of receipt from the department head the City Manager shall proceed with all possible dispatch to investigate the matter and may meet with interested parties either separately or together, at his discretion. If the City Manager has had an opportunity to hear interested parties he shall render his decision, in writing, within 3 days of the filing of the written grievance. The City Manager's decision shall be final unless the City Commission shall accept a written appeal from the City Manager's decision.
- Step 4. If the grievance is not settled at step 3 the employee may appeal the decision of the City Manager to the City Commission who may act as a "Board of Arbitration". If the employee decides to appeal to the City Commission it shall be mandatory for the City Manager to see that the appeal is transmitted to the City Commission at the earliest possible date. The City Commission shall have complete discretion, as determined by a majority of its number, as to whether it agrees to hear the appeal. If the Commission chooses not to hear the appeal the City Manager's decision will be final. If the Commission chooses to hear the appeal then its decision as determined by a majority of its number shall be final.

PENSIONS

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 under Plan B-1.

Because it is recognized by all parties that the MMERS plan is subject to revision by the Legislature of the State of Michigan; and because inequities exist as between employee classifications within the employ of the City as to eligibility for Social Security benefits; it is agreed that the membership of the Associations and the City Manager shall continue and intensify efforts to obtain the following modifications as to the pension system:

- (1) Expanded retirement benefits (on a sound actuarial basis) competitive with privately underwritten plans in other municipalities;
- (2) Earlier vesting in City contributions; and
- (3) Social Security eligibility for public safety employees; coverage to be accepted or rejected by vote of employees in the departments not presently covered.

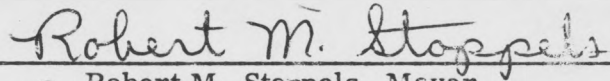
DURATION

This Agreement shall be in full force and effect until July 1, 1976 and shall be extended beyond that date until such time as replaced by a new agreement.

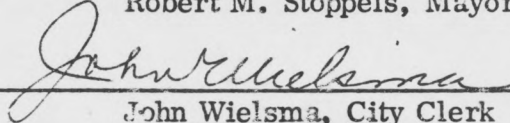
Application of regulations contained in the Federal Fair Labor Standards Act to Municipalities is, at the time of the writing of this Agreement, in litigation. Should the courts find that these regulations do apply and should the City find that they do apply in such a manner as to alter costs or working conditions anticipated as a result of the execution of this Agreement; the City reserves the right to re-open negotiations relative to any provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives this _____ day of _____, 1975.

FOR THE CITY OF EAST GRAND RAPIDS



Robert M. Stoppels, Mayor

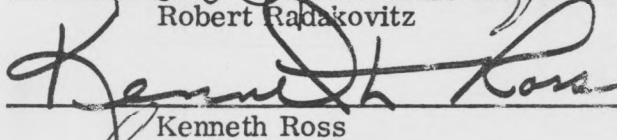


John Wielsma, City Clerk

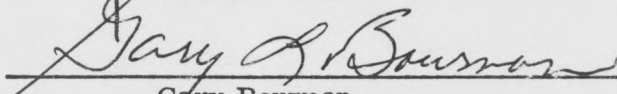
FOR THE POLICE EMPLOYEES ASSOCIATION



Robert Radakovitz



Kenneth Ross



Gary Bowman

PAY PLAN
CITY OF EAST GRAND RAPIDS
Effective July 1, 1975

POLICE ASSOCIATION

RANGE	POSITION	A	B	C	D	E	F
31	Dispatcher	8996	9230	9464	9698	9932	10166
41	Patrolman	11492	11778	12064	12376	12662	13000
46	Patrolman - PSO I	12662	--	13312	13962	14326	14664
47	Patrolman - PSO II	13650	--	14326	--	--	15028
48	Detective	15028	--	--	--	--	15392
51	Police Sergeant	15392	15782	16172	--	--	16562