

A G R E E M E N T

3-31-68

This Agreement is entered into this 13th day of December, 1966, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management", and Lodge No. 97 of the Fraternal Order of Police, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions or employment.

Grand Rapids, City of

ARTICLE I. RECOGNITION

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

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

ARTICLE II. UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this Agreement calling their attention to the fact that Lodge No. 97 of the Fraternal Order of Police has been recognized as the exclusive bargaining representative for all employees in the bargaining unit, and that employees in the bargaining unit are free to join or not join the Union and to engage in lawful concerted activities for the purpose of collective bargaining, provided, however, nothing herein shall be construed as giving license to any acts or conduct which is prohibited by Act 379 of Public Acts of 1965, or any acts or conduct by a police officer which would constitute insubordination or a violation of the rules of conduct of the police department.

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Section 2. Upon receipt of a voluntary written assignment by an employee covered by this Agreement, Management will every other payday deduct from the employee's pay the amount owed to the Union by such employee for Union membership dues. It is understood that this provision will provide for thirteen (13) Union dues deductions per year. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 3. The Union will initially notify Management as to the amount of dues to be deducted. Such notification will be certified to Management in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues rate will be similarly certified to Management and shall be done at least one (1) month in advance of the effective date of such change.

Section 4. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against Management on account of any checkoff of Union dues.

Section 5. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE III. MANAGEMENT SECURITY

no strike
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 on 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 Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

ARTICLE IV. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the Management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or

funds, the right to abolish positions, the right to make rules and regulations governing safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

Section 2. Rules of conduct not inconsistent herewith in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided, however, that Management shall first consult with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off duty conduct are related to the proper performance of a police officer's duties.

ARTICLE V. UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than five (5) employees of the City of Grand Rapids. It may also include nonemployee representatives of Lodge No. 97 of the Fraternal Order of Police, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, steward, or committee member.

Section 3. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

ARTICLE VI. 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 matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 A.M. and 5:00 P.M. at a time and place which is mutually agreeable to the parties. 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 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 otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE VII. UNION STEWARDS

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

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

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his regular rate, upon notification and approval of his immediate supervisor outside of the bargaining unit.

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

Section 5. The Union Grievance Committee shall have the same privileges as stewards, in areas to which assigned, when any grievance has been processed to its level (Step 3) in the grievance procedure.

Section 6. A non-employee Union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by Management, if the Union does not move to the next step within the time limits.

Section 2. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, or (c) between or among employees of the City of Grand Rapids, on any issues with respect to, on account of or concerning the meaning, interpretations or application of this Agreement or any terms or provisions thereof.

Section 3. Grievances will be processed in the following manner and within the stated time limits:

Step 1. The aggrieved employee or group of employees, with the Union steward, will orally present the grievance to the immediate supervisor outside the bargaining unit. The grievance must be so presented within ten (10) working days of the date that the employee(s) knew or should have known of the existence of the event which gives rise to the grievance. The supervisor will give his verbal answer within three (3) working days of the date of presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union

Steward, and be presented to the Superintendent of Police within five (5) working days after the supervisor's oral answer is given. The grievance shall be prepared in detail and be dated. The Superintendent of Police will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance.

Step 3 a. If the grievance is not settled in Step 2, the written grievance shall be presented to the City Manager within seven (7) working days after the response of the Superintendent of Police is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager shall provide an opportunity for a Union Grievance Committee, composed of no more than three (3) employee members and one (1) nonemployee member, to meet with him for the purpose of discussing the grievance. The City Manager will reply to the grievance in writing within seven (7) working days of the presentation of the written grievance or within seven (7) working days after the meeting with the Union Grievance Committee, whichever is longer.

b. The Union may initiate its grievances at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. Any grievance by Management against the Union may be filed with the Union president and shall be answered in writing within seven (7) working days of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4 Board of Arbitration.

a. Grievances not settled in Step 3 of the grievance procedure may be presented to the Civil Service Board sitting as a Board of Arbitration by an appeal made in writing within seven (7) working days after receipt of the answer in Step 3 of the grievance procedure.

b. The Civil Service Board sitting as a Board of Arbitration shall hold a hearing on any such grievance. Its decision, approved by a majority of the Board, shall be final and binding on the aggrieved employee or employees, the Union and Management.

Section 4. The Civil Service Board shall be constituted as follows:

a. One member shall be appointed by the Mayor from among the members of the City Commission.

- b. One member shall be appointed by the City Commission. Such member shall be a resident taxpayer of the City who neither holds or is a candidate for any other public office or position and who is not an officer or employee of any political or party organization.
- c. Two members shall be appointed by the City Commission from among persons nominated as follows:
 - (1) Each Union representing City employees shall nominate four different persons, each of whom shall be resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not officers or employees of any political or party organization. One-half of such nominees shall not be City employees or members of any labor union or spouses of such members, and one of that half of the nominees shall be appointed by the City Commission to the Civil Service Board. The Commission will appoint a second member of the Civil Service Board from the remaining one-half of the nominees.
- d. The four members so appointed shall nominate three impartial persons, each of whom are resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not City employees or members of any labor union or spouses of such members. If they cannot agree on three such nominees, the Governor of the State of Michigan shall nominate three impartial persons who are resident taxpayers of the City, who neither hold or are a candidate for any other public office or position and who are not an officer or employee of any political or party organization. One of such nominees shall be appointed by the City Commission as the fifth member of the Board.
- e. Members so nominated and appointed shall fill the unexpired terms of the present Civil Service Board in a manner determined by lot.
- f. A vacancy on the Civil Service Board thereafter occurring shall be filled by a person nominated and appointed in the same manner as used in the case of his predecessor, except that in the case of a successor for the member nominated by the Unions who was not a City employee or a member or spouse of a member of a labor union, the nominee shall also meet that requirement, and further provided

that for each future position to be filled from among Union nominated persons, each Union representing City employees shall each nominate four (4) different persons. The term of such appointee shall be as provided by the City Charter,

ARTICLE IX. PAYMENT OF BACK PAY CLAIMS

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

Section 2. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate.

ARTICLE X. DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline Management shall give prompt notice thereof in writing to the employee and the employee's steward,

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his steward and Management will make available an area where he may do so.

Section 3. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously.

Section 4. The following procedure shall be followed if an employee is given a notice from the City Manager that a hearing will be held in accordance with the City Charter as to whether the employee is to be suspended, discharged, demoted or reduced in rank or compensation. Within two (2) working days after the receipt of such notice the employee shall present his grievance in Step 3 of the grievance procedure. Unless the grievance is settled, the hearing before the City Manager shall proceed as originally scheduled as part of Step 3 of the grievance procedure. If the grievance is not settled at Step 3, the employee may proceed to Step 4 of the grievance procedure.

ARTICLE XI. SENIORITY

Section 1. Definitions. Seniority shall mean the status attained by length of continuous service with the City.

Section 2. Accrual of Seniority.

- a. Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- b. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Manager decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

- a. Discharge if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

Section 4. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position class and seniority date, and shall furnish a copy to the Union in March of each year, and as soon as practicable the first year.

Section 5. Application of Seniority. Seniority shall apply to shift assignment, vacations, layoff and recall as provided in this Agreement. In the competitive class promotions to positions within the bargaining unit shall be made by appointment from the top three (3) persons on the eligible list.

ARTICLE XII. LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff.

- a. No permanent or probationary employee shall be laid off from his position in the Police Department while any seasonal, temporary or provisional employees are serving in the same position class in that department.
- b. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority in the position classes affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall, in lieu of layoff be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided, that an employee serving a probationary period shall not displace a permanent employee in a class on which he has not previously held permanent status.

Section 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 5, Preferred Eligible Lists.

- a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced,
- b. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

Section 6, Recall from Layoff.

- a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
- b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

Section 7. Restoration to Positions From Which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XIII. SHIFT PREFERENCE

Section 1. When the needs of the service permit, seniority shall be recognized as the basis of shift assignment.

ARTICLE XIV. OVERTIME

Section 1. Purpose. The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees Covered.

- a. Except as provided below, employees holding positions in pay range twenty-seven or lower, shall be eligible for overtime pay.
- b. Employees engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.
- c. In the case of the general pay increase, those employees eligible for overtime under this Agreement shall continue to be eligible for overtime.

Section 3. Definitions.

- a. Normal Work Week and Work Day. A normal work week for regular full-time employees shall consist of forty (40) hours not including meal periods. A normal work day for such employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
- b. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime of less than twenty (20) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.
- 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 4. Method of Compensating for Overtime Work.

- a. Overtime shall be paid at one and one-half times the employee's hourly rate.
- b. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular hourly rate, or with the actual hours worked at one and one-half time his hourly rate, whichever is the greater, unless such time shall be continuous with his scheduled work in which case he shall be paid at his overtime rate.

- c. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 5. Compensatory Time Off.

- a. At the request of any employee eligible for overtime pay, his supervisor may provide that, in lieu of cash payment for overtime, he may be allowed time off equal to the number of hours of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his supervisor during the calendar year, or the two months following the end of the calendar year, in which the overtime was worked. 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 limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his salary at the time the overtime was worked.

ARTICLE XV. NEW OR CHANGED JOBS

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

ARTICLE XVI. WAGES

Section 1. Salary ranges for all positions in the bargaining unit shall be in accordance with the salary ordinance adopted by the City Commission on June 28, 1966. Effective January 1, 1967, the salary ranges for all such positions shall be increased by a one step pay range increase (approximately five (5) per cent).

ARTICLE XVII. PAY CHANGES

Section 1. Purpose. The following provisions shall govern the assignment of pay steps to employees of the City.

Section 2. Definitions for Purposes of this Article:

- a. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- b. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- c. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- d. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- e. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.
- f. Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

Section 3. Anniversary Dates for Pay Change Purposes.

a. Establishment.

- (1) Original Employment and Re-employment. The date one year after completion of the probation period and the corresponding date each year thereafter.
- (2) Promotion. The date one 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 in 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 Determinations.

- 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 the service require that compensation be fixed at a higher salary step.
- b. End of Probation. The employee's salary shall automatically increase to the next higher step at the end of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his range, the increase is not automatic.
- c. Anniversary Date.
 - (1) Prior to the occurrence of each anniversary date every employee who has not already obtained his highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.
 - (2) Each consideration found to be in good order by the Personnel Director shall be referred to the City Manager for final determination.
 - (3) Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his position.
 - (4) In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirement of his position.
- d. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a class in

a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification,

e. Acting Assignment. Employees on acting assignment to a higher position class for more than thirty (30) consecutive calendar days shall be paid within the pay range allocated to such class at the first salary step in such range which is higher than the salary received immediately before such acting assignment is made.

(1) Duration of acting assignment shall be determined by the needs of the service.

f. Transfers. An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.

g. Demotion and Downward Reclassification. An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interests of Management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.

Section 5. Effective date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE XVIII. LONGEVITY PAY

Section 1. Purpose. The following provisions shall govern the assignment of longevity pay steps to employees of the City.

Section 2. Definitions.

a. Longevity Pay shall mean a percentage of salary based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals, and calculated on the first \$6,000 of salary in accordance with the following schedule:

| <u>Service Years</u> | <u>Rate</u> | <u>Longevity Pay Step</u> |
|----------------------|-------------|---------------------------|
| 5 through 9 | 2% | L1 |
| 10 through 14 | 4% | L2 |
| 15 through 19 | 6% | L3 |
| 20 through 24 | 8% | L4 |
| 25 and over | 10% | L5 |

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

Section 3. Payment of Longevity Pay.

- a. Longevity pay shall be paid on 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 or about December 15, and December 1 to May 31, payable on or about June 15.
- c. An employee who works twelve (12) or more days in any calendar month shall earn longevity pay for the entire month.

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

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

Section 5. Effect of Termination on Longevity Pay.

- a. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the calendar months served.
- b. An employee absent from service due to leave of absence or unpaid leave shall receive longevity pay on a prorated time basis for calendar months served.

ARTICLE XIX. VACATIONS

Section 1. Definitions.

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

Section 2. Vacation Allowance.

- a. An employee with less than fifteen (15) years of continuous service shall earn five-sixths ($5/6$) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days (two (2) work weeks) per year.
- b. On the first day of the calendar year following completion of fifteen(15) years of continuous service, an employee shall accrue five (5) additional work days of vacation. Each year thereafter he shall earn one and one-quarter ($1-1/4$) work days of vacation for each calendar month of service to a maximum of fifteen (15) work days (three (3) work weeks) per year.
- c. Employees who work twelve (12) or more days in any calendar month shall earn vacation credit for that month,

Section 3. Use of Vacation.

- a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service.
- b. Vacations shall be taken within fourteen (14) months after the end of the calendar year in which earned, unless extension of the time for use is requested in writing by the employee, recommended by the Superintendent of Police and approved by the City Manager. Unused vacation shall expire on the last day of February.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Combining of vacation and compensatory time off shall be allowed on approval of the Superintendent of Police.
- e. Extension of vacation by deferment and combination of two (2) or more years' entitlement shall be allowed on approval of the Superintendent of Police and the City Manager.
- f. Cash payment in lieu of vacation shall be made only upon termination of employment. Upon termination an employee shall be paid in full to the nearest earned one-half (1/2) day for all unused vacation, up to a maximum of fifteen (15) work days (three (3) work weeks).

Section 4. Vacation Pay Advance. An employee going on vacation who so requests shall be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

ARTICLE XX. HOLIDAYS

Section 1. Holiday Pay. Holiday pay is compensation paid for 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 City employees:

January 1
February 22
May 30
July 4

Labor Day
Thanksgiving Day
December 25

- b. Whenever any of the above holidays fall on Saturday, the Friday immediately preceding shall be considered as the holiday.
- c. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday.
- d. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein. Provided, that no employee shall receive credit for more than seven (7) holidays in any calendar year.
- e. To be eligible for holiday pay credits an employee shall have worked his scheduled workday immediately preceding and immediately following any general paid holiday.
- f. An employee on 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.
- h. The afternoon of Good Friday shall not be considered a general paid holiday but employees who are on duty during the afternoon hours shall be permitted time off, not to exceed two (2) hours, to attend religious services if such time can be granted without interfering with essential services.
- i. 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 (1-1/2) times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "d" above.
- j. If any of the above holidays fall on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "d" above. In such cases the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

- k. General paid holidays shall not be charged as vacation or sick leave.
- l. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no pay for that day.

ARTICLE XXI. SICK LEAVE

Section 1. Definitions.

- a. Immediate family shall be the following: Spouse, child, parents, grandparents, brother, sister, father-in-law or mother-in-law of the employee.
- b. Service shall mean any period of time for which an employee receives wages.
- c. Supplemental employment shall mean a paid off-duty job covered by sick leave benefits, health and accident insurance, Workmen's Compensation, or any combination thereof.

Section 2. Sick Leave Accumulation.

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

Section 3. Recording Use of Sick Leave. Sick leave usage shall be recorded to the nearest half-day. When an employee is required to be absent less than one-quarter (1/4) of a regular work day, sick leave shall not be recorded.

Section 4. Permitted Uses.

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

b. Emergency Use.

- (1) An employee shall be entitled to use up to three (3) days of his accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness or death of any member of his immediate family upon application approved by the Superintendent of Police. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.
- (2) An employee shall be entitled to take up to two (2) days paid leave, without charge to sick leave, upon the death of any member of his immediate family.

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

d. Compensatory Time Use. An employee shall be entitled to use his accumulated compensatory time in lieu of paid sick leave upon application approved by the Superintendent of Police.

Section 5. Excluded Uses.

a. Paid sick leave shall not be authorized:

- (1) for personal injury incurred in supplemental employment,
- (2) in lieu of maternity leave, or
- (3) for simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention.

Section 6. Substantiation. An employee shall substantiate the use of sick leave by such reasonable means as the Superintendent of Police may require.

Section 7. Physical Examination. An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician.

Section 8. Unpaid Sick Leave. The City Manager shall upon the advice and recommendation of the City Physician grant unpaid sick leave for up to one year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

ARTICLE XXII. LEAVE FOR UNION
CONFERENCES OR CONVENTIONS

Section 1. Management will grant leaves of absence with pay to up to two (2) members of the Union for up to five (5) days when selected to attend a function of the National Union and to five (5) employees for up to three (3) days when selected to attend a function of the State Union, provided leave is requested in advance and the needs of the service will not be adversely affected by such absence.

ARTICLE XXIII. JURY LEAVE

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

ARTICLE XXIV. INSURANCE

Section 1. Existing insurance programs shall be continued without change for the life of this Agreement.

ARTICLE XXV. PENSIONS

Section 1. The attached Appendix B, entitled "AN ORDINANCE TO AMEND ARTICLE 2 OF CHAPTER 7 OF TITLE I OF THE CODE OF THE CITY OF GRAND RAPIDS" is hereby approved by both parties. The question of amending the existing pension plan will be subject to further negotiations during the life of this Agreement.

ARTICLE XXVI. UNIFORMS

Section 1. Present practices with respect to uniforms shall be continued.

ARTICLE XXVII. MILITARY SERVICE VETERANS

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

ARTICLE XXVIII. WORKMEN'S COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workmen's Compensation or disability benefits under Article 3, "Police and Fire Duty Disability Benefits", of Chapter 7 of the City Code for employees injured on the job by the difference between Workmen's Compensation or such disability benefits and the normal weekly earnings, excluding overtime.

ARTICLE XXIX. BULLETIN BOARDS

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

ARTICLE XXX. NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate against any person because of his race, creed, color, national origin, age, sex, marital status, or number of dependents.

ARTICLE XXXI. MAINTENANCE OF STANDARDS

Section 1. Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE XXXII. AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Management or Union official named herein may be exercised by his duly authorized representative.

ARTICLE XXXIII. SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to approval by Lodge 97 of the Fraternal Order of Police and the Grand Rapids City Commission.

ARTICLE XXXIV. VALIDITY

Section 1. The provisions of this contract 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 parts of this Agreement are found to be illegal such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE XXXV. RATIFICATION

Section 1. The Union agrees to submit this Agreement to the employees in the bargaining unit covered by this Agreement for ratification by them on or before December 13, 1966, and the Union will recommend to the employees that it be ratified.

ARTICLE XXXVI. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., March 31, 1968, subject to reopening for negotiations on all economic matters at the time the status of the proposed City Income Tax is finally determined.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a 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 sixty (60) 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, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this

Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to 333 Monroe Avenue N.W., Grand Rapids, Michigan, and if to Management, addressed to City of Grand Rapids, City Hall, Grand Rapids, Michigan, or to any such address as the Union or the Management may make available to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 13th day of December, 1966.

Witnesses:

CITY OF GRAND RAPIDS

S/ Emaline Joseph

By S/ C. H. Sonneveldt
C. H. Sonneveldt, MAYOR

S/ Helen M. Meade

By S/ R. Stanton Kilpatrick
Attested to:

LODGE #97 of the Fraternal Order
of Police

By S/ Harold Johnson

By S/ Patrick Riley

By S/ Jack E. Worden

By S/ William C. Zalud

By S/ Donald D. Velding

SCHEDULE A

| <u>CLASSIFICATION TITLE</u> | <u>CODE NO.</u> |
|-----------------------------|-----------------|
| Police Patrolman | 221 |
| Policewoman | 222 |
| Sergeant | 223 |
| Detective Lieutenant | 230 |
| Detective | 231 |

APPENDIX B

AN ORDINANCE TO AMEND ARTICLE 2 OF CHAPTER 7 OF TITLE I OF THE CODE OF THE CITY OF GRAND RAPIDS.

THE PEOPLE OF THE CITY OF GRAND RAPIDS DO ORDAIN:

Section 1. That Section 1.231(5) of Article 2 of Chapter 7 of Title I of the Code of the City of Grand Rapids be amended to read as follows:

"1.231(5). 'Regular Interest' for a member whose employment terminated before December 6, 1966 means the rate or rates as provided by ordinance in force before December 6, 1966. 'Regular Interest' for a member whose employment terminates on or after December 6, 1966 means 3% per annum, compounded annually, from and after October 1, 1964 on all member contributions exclusive of contributions for Supplemental Benefits."

Section 2. That Section 1.231(8) of said Article be amended to read as follows:

"1.231(8). 'Salary' before December 6, 1966 means the amounts as provided by ordinance in force before December 6, 1966. 'Salary' from and after December 6, 1966 means the rate of salary including allowance for longevity pay and vacation pay but excluding overtime pay, holiday pay and other fringe benefits."

Section 3. That Section 1.233 of said Article be amended to read as follows:

"1.233. Termination Benefits. Any member upon discontinuance of his employment with the City for any cause other than retirement shall be entitled to receive the amount of his refund value. A member with 10 or more credited years of service terminating before December 6, 1966 shall also be entitled to a termination bonus as provided by ordinance in force at the time of such termination. A member with 10 or more credited years of service terminating on or after December 6, 1966 shall also be entitled to a termination bonus equal to an amount determined in (d) below and based upon (a), (b) and (c) below as follows:

"(a). The member's contributions exclusive of his contributions for Supplemental Benefits.

"(b). 25%, plus 7.5% for each credited whole year of service in excess of 10 years, provided however, such total percent shall not exceed 100%.

"(c). A percent taken from the table following, based upon the member's attained age at his last birthday at the time of termination:

| <u>Attained Age</u> | <u>Percentage</u> |
|-------------------------|-------------------|
| 25 | 56. |
| 26 | 59.2 |
| 27 | 64. |
| 28 | 68. |
| 29 | 72. |
| 30 | 76. |
| 31 | 80. |
| 32 | 86.4 |

| <u>Attained Age (Cont'd)</u> | <u>Percentage (Cont'd)</u> |
|----------------------------------|----------------------------|
| 33 | 92. |
| 34 | 97.6 |
| 35 | 103.2 |
| 36 | 108.8 |
| 37 | 114.4 |
| 38 | 120. |
| 39 | 127.2 |
| 40 | 133.6 |
| 41 | 140. |
| 42 | 144. |
| 43 | 155.2 |
| 44 | 163.2 |
| 45 | 171.2 |
| 46 | 180.8 |
| 47 | 188. |
| 48 | 197.6 |
| 49 | 207.2 |
| 50 | 218.4 |
| 51 | 229.6 |
| 52 | 240. |
| 53 | 252.8 |
| 54 | 265.6 |
| 55 | 279.2 |
| 56 | 296. |
| 57 | 309.6 |
| 58 | 327.2 |
| 59 | 344. |
| 60 | 367.2 |

"(d). (a) multiplied by (b) multiplied by (c).

The termination bonus may at the discretion of the Pension Board be deferred for 90 days, or paid in monthly installments of not less than \$50."

Section 4. That Section 1.234 of said Article be amended to read as follows:

"1.234. Future Service. Members will be retired from the

Pension System on the first day of the month after reaching age 60. A pensioner retiring before December 6, 1966 shall receive an annuity benefit as provided by ordinance in force at the time of such retirement. A pensioner retiring on or after December 6, 1966 shall receive an annuity benefit equal to $1\frac{1}{4}\%$ (.0125) of his highest average salary multiplied by the total number of his credited years of service, where highest average salary means the average of each of his highest annual salary rates during each of the 5 consecutive calendar years when such salary rates were highest, provided such salary rates are before his attainment of age 60. Should any member continue employment with the City past age 60 he shall receive no pension from the City, nor receive his refund value or termination bonus while so employed. No person who has retired from service with the City of Grand Rapids and is drawing a pension and/or annuity from the City shall receive such pension and/or annuity if re-employed by the City, during such period of re-employment. "

Section 5. That said Article be amended by adding a new Section 1.240 to read as follows:

"1.240. Special Payment. Forthwith there shall be paid to each person who was a member on November 1, 1966 (who neither retired or terminated before November 1, 1966) an amount equal to 104% of the total of Regular Interest credited to him to November 1, 1966. From and after December 7, 1966 no member's refund value shall include any Regular Interest for any period before October 1, 1964."