

June 1, 1974
~~May 31, 1974~~



AGREEMENT
BETWEEN
THE CITY OF GRAND RAPIDS
AND
LODGE NUMBER 97 OF THE
FRATERNAL ORDER OF POLICE

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GRAND RAPIDS, MICH.

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TABLE OF CONTENTS

	<u>Page No.</u>
1. Recognition	1
2. Lodge Security and Checkoff	1
3. Management Security	2
4. Management Rights	2
5. Lodge Bargaining Committee	3
6. Special Meetings	3
7. Lodge Representation	4
8. Grievance Procedure	4
9. Payment of Back Pay Claims	7
10. Discharge and Discipline	7
11. Seniority	8
12. Layoff and Recall	9
13. Shift Preference	10
14. Overtime	10
15. New or Changed Jobs	12
16. Wages	12
17. Pay Changes	13
18. Longevity Pay	15
19. Vacations	16
20. Holidays	18
21. Sick Leave	19
22. Leave for Lodge Conventions	21
23. Jury Leave	21
24. Insurance	22
25. Uniforms	24
26. Military Service Veterans	24
27. Workmen's Compensation	24
28. Bulletin Boards	25
29. No Discrimination	25
30. Maintenance of Standards	25
31. Authorized Representatives	25
32. Supplemental Agreements	25
33. Validity	25
34. Entire Agreement	25
35. Emergencies	26
36. Humanitarian Clause	26
37. Four Day Work Week	26
38. Termination and Modification	27
39. Effective Dates of Contract Provisions	28
Appendix A (Bargaining Unit)	
Appendix B (Wages Effective July 1, 1971)	
Appendix C (Wages Effective July 1, 1972)	
Letter of Understanding Regarding Legal Counsel, Hats, Face Shields and Parking	

A G R E E M E N T

THIS AGREEMENT is entered into as of the 1st day of June, 1971 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 "Lodge."

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 Lodge 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. LODGE 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 Lodge 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.

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

Section 3. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every other payday, deduct from the employee's pay the amount owed to the Lodge by such employee for Lodge membership dues or service charges. It is understood that this provision will provide for thirteen (13) Lodge dues or

service charge deductions per year. Management will remit all deductions made to the designated Lodge official within five (5) days of the time the deductions are made.

Section 4. Any changes in the present Lodge membership dues rate will be certified to the City Manager by an authorized officer of the Lodge at least one (1) month in advance of the effective date of such change.

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

Section 6. The Lodge 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

Section 1. The Lodge 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 Lodge.

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 Lodge 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. LODGE BARGAINING COMMITTEE

Section 1. The bargaining committee of the Lodge will include not more than five (5) bargaining unit members employed by 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 Lodge 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 Lodge official, Lodge Representative 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.

Section 4. Management will not unreasonably refuse a request by any member of the bargaining committee to be transferred to the day shift for the period of contract negotiations.

ARTICLE VI. SPECIAL MEETINGS

Section 1. Management and the Lodge 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 A.M. and 5 P.M. at a time and place designated by Management. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Lodge representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Lodge 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. LODGE REPRESENTATION

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

Section 2. When requested by an employee, a Lodge representative 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 Lodge representative, the Lodge representative 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. Lodge business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Lodge representatives or any other employees.

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

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. 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 2. Any grievance not initiated, taken to the next step or answered within the time limits specified herein

will be considered settled on the basis of the last answer by Management, if the Lodge does not move to the next step within the time limits.

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 Lodge representative, 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, not including the day of occurrence. The Supervisor will give his verbal answer within three (3) working days of the date of presentation of the grievance, not including the date of presentation.
- 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 the Lodge representative, and be presented to the Police Chief within five (5) working days after the Supervisor's oral answer is given, not including the day the answer is given. The grievance shall be prepared in detail and be dated. The Police Chief will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance, not including the date of presentation.
- 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 Police Chief is given, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager shall provide an opportunity for a Lodge 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, not including the day of presentation, or within seven (7) working days after the meeting with the Lodge Grievance Committee, not including the day of such meeting, whichever is longer. Such reply shall be given to the Lodge President either personally

or by mail postmarked no later than the last day specified herein for such reply.

b. The Lodge may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A Lodge grievance is one in which a right given to the Lodge as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence. Any grievance by Management against the Lodge may be filed with the Lodge President and shall be answered in writing within seven (7) working days of presentation, not including the day 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 Lodge 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 or Lodge representing City employees shall nominate four (4) different persons, each of whom shall be resident taxpayers of the City who neither hold nor 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 Lodge 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 (4) members so appointed shall nominate three (3) impartial persons, each of whom are resident taxpayers of the City who neither hold nor are candidates for any other public office or position and who are not City employees or members of any Labor Union or Lodge or spouses of such members. If they cannot agree on three (3) such nominees, the Governor of the State of Michigan shall nominate three (3) impartial persons who are resident taxpayers of the City, who neither hold nor are candidates for any other public office or position and who are not officers or employees 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. A vacancy on the Civil Service Board hereafter 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 Union or Lodge who was not a City employee or a member or spouse of a member of a Labor Union or Lodge, the nominee shall also meet that requirement, and further provided, that for each future position to be filled from among Union or Lodge nominated persons, each Union or Lodge 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.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his Lodge representative 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 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 service in a particular rank.

Section 2. Accrual of Seniority.

a. Two (2) or more persons having equal seniority shall, when necessary, have their relative seniority determined by their relative score on the Civil Service examination for their present rank.

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 and their employment shall be terminated 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 Lodge in March of each 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 in 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. Definitions. "Needs of the service" for the purpose of this Article shall be defined as a desirable action taken for the good of the department.

Section 2. When the needs of the service permit, seniority shall be recognized as the basis of shift assignment.

Section 3. When the needs of the service provision is invoked for the purpose of departing from the application of seniority in the making of a shift assignment, the reason shall, upon request of either the person affected or the President of the Lodge, be reduced to writing and given to the person making the request.

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 covered by this Agreement 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.

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 (1-1/2) times the employee's hourly rate.
- b. (1) 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 (1-1/2) times 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.

(2) However, an employee called in for a Court appearance outside his regular hours shall receive the regular witness fee and mileage provided by the Court and time and one-half for time spent in Court beyond the 1st hour in cases where he is in Court for a half day or less and time and one-half for time spent in Court beyond the second hour in cases where he is in Court for a full day.
- 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 any overtime, except the first and second hour(s) of Court appearance time for which he receives witness fee and mileage, he may be allowed time off with pay at the rate of one and one-half (1-1/2) hours for each hour of overtime worked, except that such hours worked in connection with appearances before the Accident Review Board and attendance at In-Service Training Classes shall be allowed time off equal to the number of hours so 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 two (2) 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. If existing job descriptions are changed or new jobs within the bargaining unit are created, the salary range allocation shall be negotiated. If an agreement thereon cannot be negotiated, 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. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendixes B and C, provided, however, that the wage rates shown in Appendix C shall be subject to renegotiation for the period after July 1, 1973 upon written notice given by either party on or before May 1, 1973.

Section 2. Every employee within the bargaining unit who has completed thirty (30) hours of College credits in courses approved by Management shall be paid Two Hundred (\$200.00) Dollars per year in addition to his regular annual salary. Every employee within the bargaining unit who has completed sixty (60) hours of College credits in courses approved by Management shall be paid Four Hundred (\$400.00) Dollars per year in addition to his regular annual salary. Every employee within the bargaining unit who has been granted an Associate

Degree in Police Administration from Grand Rapids Junior College or a similar degree approved by Management shall be paid Five Hundred (\$500.00) Dollars per year in addition to his regular annual salary. Every employee in the bargaining unit who has been granted a Bachelor Level College Degree approved by Management shall be paid Eight Hundred (\$800.00) Dollars per year in addition to his regular salary. Every employee within the bargaining unit who has been granted a Bachelor or Master Degree in Police Administration approved by Management shall be paid One Thousand (\$1,000.00) Dollars per year in addition to his regular annual salary. The above additional pay benefits shall not be cumulative.

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 (1) year after completion of the probation period and the corresponding date each year thereafter.
 - (2) Promotion. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.

(3) Transfer. The anniversary date remains unchanged.

(4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.

(5) Reclassification. The date six (6) months after the effective date thereof and the corresponding date 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 Reemployment. 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 a period of time for which an employee receives wages.

b. Vacation Day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.

c. Work Week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.

d. Continuous Service shall mean service, as defined by "a." above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance.

a. An employee with less than ten (10) 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 ten (10) 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. 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 two-thirds (1-2/3) work days of vacation for each calendar month of service to a maximum of twenty (20) work days (four (4) work weeks) per year.

d. 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 Police Chief 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 Police Chief.

e. Extension of vacation by deferment and combination of two (2) or more years' entitlement shall be allowed on the approval of the Police Chief and the City Manager.

f. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (1/2) day for all unused vacation up to a maximum of twenty (20) work days (four (4) work weeks) provided that in the event termination is caused by the death of the employee, the maximum payment limitation shall not apply.

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 paid holidays for employees:

January 1	Labor Day
Washington's Birthday	Veterans' Day
1/2 Day on Good Friday	Thanksgiving Day
Memorial Day	1/2 Day on Christmas Eve
July 4	December 25
Employee's Birthday	

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 falls on Sunday, the Monday immediately following shall be considered as the holiday.

d. Whenever the employee's birthday falls on the day considered as one of the other paid holidays, the next calendar day shall be considered as the employee's birthday.

e. In the event December 25 (Christmas Day) falls on Saturday, the 1/2 day Christmas Eve holiday shall be considered as the immediately preceding Thursday. In the event December 25 (Christmas Day) falls on

Monday, the 1/2 day Christmas Eve holiday shall be considered as the immediately preceding Friday.

f. 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 ten (10) holidays in any calendar year.

g. To be eligible for holiday pay credits, an employee shall have worked his scheduled work day immediately preceding and immediately following any paid holiday.

h. An employee on formal unpaid leave-of-absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.

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

Section 3. Method of Compensation for Holiday Work.

a. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a 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 "f" above.

b. If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "f." above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

c. Paid holidays shall not be charged as vacation or sick leave.

d. Employees absent unexcused on a 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 Police Chief.

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 Police Chief. 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 Police Chief 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 Police Chief.

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 Police Chief may require.

Section 7. Physical Examination. An employee shall submit to a physical examination by the City Physician upon the request of the Police Chief, and any 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 (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

Section 9. Pay for Unused Sick Leave. Unused, accumulated Sick Leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of eighty (80) days at the rate of One (\$1.00) Dollar per day times the years of continuous service for employees retiring, and at the rate of Fifty (.50) Cents per day times the years of continuous service for persons resigning.

ARTICLE XXII. LEAVE FOR LODGE CONVENTIONS

Section 1. Management will grant leaves of absence with pay for up to two (2) members of the Lodge for up to five (5) days when selected to attend the bi-annual convention of the National Fraternal Order of Police and for up to six (6) members of the Lodge for up to three (3) days when selected to attend the annual convention of the State Fraternal Order of Police, provided such 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. Management shall, at its expense, provide a group hospital, medical, surgical insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

Section 2.

a. Management shall, at its expense, provide a \$10,000 (\$12,500 effective July 1, 1972) cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said life insurance benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is disabled or granted a leave of absence because of disability (including approved Maternity Leave) will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

b. In the event that an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his employment with Management, and the amount of benefits which would be payable under the Workmen's Compensation Act would amount to less than \$10,000

(\$12,500 July 1, 1972 and after), Management shall make a lump sum cash payment equal to the difference between the amount of \$10,000 (\$12,500 July 1, 1972 and after) and the total Workmen's Compensation Benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.

(1) For the purpose of determining the lump sum cash payment payable under the provisions of this Section, Management shall compute the "total Workmen's Compensation Benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workmen's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workmen's Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.

(2) For the purpose of computing the "total Workmen's Compensation Benefits", the spouse and minor children of the deceased employee, and any person or persons partially dependent upon the deceased employee within the meaning of the Workmen's Compensation Act shall be considered wholly dependent upon the deceased employee.

c. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after an employee's death or within one (1) year after the beneficiary, beneficiaries, administrator, or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.

d. In the event that beneficiary, beneficiaries, or estate of the deceased employee shall be paid benefits under Subsection (a) hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Workmen's Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation benefits which are paid or awarded up to the sum of \$10,000 (\$12,500 July 1, 1972 and after).

e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.

f. No determination, presumption or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workmen's Compensation Act, nor shall the same be an admission of liability under said Act.

g. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection c.

ARTICLE XXV. UNIFORMS

Section 1. Each employee who is assigned to plain clothes duty shall receive a \$250.00 per annum clothing allowance, which allowance shall be payable at the rate of \$20.83 per month at the end of each full month of such service. Effective July 1, 1972 the annual clothing allowance shall be increased to \$300.00 per annum, payable at the rate of \$25.00 per month. For the purpose of this Section, each employee who has worked twelve (12) or more complete days within a month shall be considered to have worked "a full month of such service." Except as herein provided, the present practices with respect to uniforms shall be continued.

ARTICLE XXVI. MILITARY SERVICE VETERANS

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

ARTICLE XXVII. 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 Benefits for employees injured on the job by the difference between Workmen's Compensation Benefits and the normal weekly earnings, excluding overtime.

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

ARTICLE XXVIII. BULLETIN BOARDS

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

ARTICLE XXIX. NO DISCRIMINATION

Section 1. The statutes applicable to discrimination because of race, creed, color, national origin, age, sex, marital status or number of dependents shall be adhered to by the parties.

ARTICLE XXX. 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 XXXI. AUTHORIZED REPRESENTATIVES

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

ARTICLE XXXII. SUPPLEMENTAL AGREEMENTS

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

ARTICLE XXXIII. VALIDITY

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

Section 2. If any parts of this Agreement are found to be illegal such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE XXXIV. ENTIRE AGREEMENT

During negotiations each party had the right to make

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

ARTICLE XXXV. EMERGENCIES

In case of circumstances beyond the control of Management, such as an act of God, riot, flood, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Union:

1. Time limits for Management and Lodge replies on grievances.

In addition, and not withstanding other articles of this Agreement, Management reserves the right, during any such emergency, to assign employees to work without regard to their employment classification. Grievances protesting that a Management action during such emergency was a violation of this Agreement shall be filed within five (5) working days after the end of the emergency condition.

ARTICLE XXXVI. HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job, Management will make every effort to place the employee in a position that he is physically and mentally able to perform.

ARTICLE XXXVII. FOUR DAY WORK WEEK

Section 1. A 4 day - 40 hour week (4 days of 10 hours each) will be put into effect for a trial period for officers assigned to the Uniformed Patrol Division beginning October 1, 1971 and continuing until January 1, 1973. The same 4 day - 40 hour week arrangement may at Management's discretion also be extended to employees assigned to any other division or function. It is further expressly understood that Management shall retain the complete right to decide in its sole discretion whether to continue, discontinue or further extend such 4 day - 40 hour week for some or all officers after January 1, 1973.

Section 2. Management shall prepare the work schedules necessary to put the 4 day - 40 hour week into effect and may change such schedules from time to time in order to make the most efficient use of its police forces. Assignment of employees to the various days and shifts shall be

made by Management in accordance with other applicable provisions of this Agreement.

Section 3. It is agreed that, notwithstanding any other Articles of this Agreement, implementation of the 4 day - 40 hour week is not intended to increase the City's salary or labor costs for those employees assigned to a 4 day - 40 hour week. Consequently,

- (a) overtime or compensatory time shall not be paid or provided until such employee works more than 10 hours per day or 40 hours per week.
- (b) an employee's previously accumulated sick leave days shall be converted from days into hours, 1 day equaling 8 hours. Hereafter sick leave shall be accrued on the basis of 8 hours sick leave for each month in which the officer works 10 or more complete days, and shall be charged on the basis of a 10 hour day.
- (c) an employee who works 10 or more days in any calendar month shall earn a vacation credit for such month, and for each such month shall accrue vacation days as follows:
 - Less than 10 years of service -
8/12 vacation day per month
 - More than 10 but less than 15 years service -
1 vacation day per month
 - More than 15 years of service -
16/12 vacation days per month
- (d) wherever in other Articles of this Agreement reference is made to "days", "weeks", "workdays", "work weeks" or the like, such terms shall, for those employees assigned to a 4 day - 40 hour week, be interpreted and applied in a manner consistent with a 4 day - 10 hour schedule so as to conform to the parties' basic understanding and agreement that such 4 day - 40 hour arrangement will not increase the City's labor costs.

ARTICLE XXXVIII. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., June 1, 1974.

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 Lodge, to 333 Monroe Avenue N.W., Grand Rapids, Michigan; and if to Management, to City of Grand Rapids, City Hall, Grand Rapids, Michigan, or to any such address as the Lodge or Management may make available to each other.

ARTICLE XXXIX. EFFECTIVE DATES OF CONTRACT PROVISIONS

Section 1. All provisions of this Agreement shall become effective June 1, 1971 except as follows:

- | | |
|---------------------------------|-------------------|
| a. Article II, Section 2. | - July 1, 1971 |
| b. Article XI, Section 2.a. | - July 1, 1971 |
| c. Article XIII | - July 1, 1971 |
| d. Article XIV, Section 4.b.(2) | - July 1, 1971 |
| e. Article XVI | |
| Appendix B | - July 1, 1971 |
| Appendix C | - July 1, 1972 |
| f. Article XIX, Section 2.c. | - July 1, 1971 |
| g. Article XX, Section 2.a. | - July 1, 1971 |
| h. Article XXXVII | - October 1, 1971 |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 26th day of Aug., 1971.

WITNESSES:

CITY OF GRAND RAPIDS

Dean R. Mielke By Lyman S. Parks
Lyman S. Parks, President
of the Commission, Acting
Mayor

Amos Decker By Rawson Weaver
Rawson Weaver, City Clerk

LODGE NO. 97 OF THE FRATERNAL
ORDER OF POLICE

Amos Decker By Richard J. Steele
Dean R. Mielke By Louis C. Paffhausen
By John Jensen
By Dale A. Whittens
By Joseph W. Welton

APPENDIX A

<u>CLASSIFICATION TITLE</u>	<u>CODE NUMBER</u>
Police Patrolman	221
Policewoman	222
Police Sergeant	223
Detective	231

APPENDIX B
(Effective July 1, 1971)

Code No.	Classification Title	SALARY STEPS					
		A	B	C	D	E	F
219	Police Recruit	-	-	-	-	-	8600
221	Police Patrolman	9000	9400	9750	10500	11200	12000
222	Policewoman	9000	9400	9750	10500	11200	12000
223	Police Sergeant	-	-	-	-	12600	13230
231	Detective	-	-	-	-	12600	13230

APPENDIX C
(Effective July 1, 1972)

Code No.	Classification Title	SALARY STEPS					
		A	B	C	D	E	F
219	Police Recruit	-	-	-	-	-	9030
221	Police Patrolman	9450	9870	10235	11025	11760	12600
222	Policewoman	9450	9870	10235	11025	11760	12600
223	Police Sergeant	-	-	-	-	13230	13890
231	Detective	-	-	-	-	13230	13890

7/1/73

+ \$720

LETTER OF UNDERSTANDING REGARDING LEGAL COUNSEL,
HATS, FACE SHIELDS AND PARKING

This will confirm the following understandings which were made during the course of negotiation of the collective bargaining agreement between the City of Grand Rapids and Lodge 97, F.O.P., entered into as of June 1, 1971.

1. The City will supply legal counsel to defend any employee who may be sued for damages for any of his actions as an on-duty police officer.
2. Each employee will be provided with a new type hat as requested by the Lodge.
3. A face shield for the Bucco helmets for use by employees who wear glasses while on duty will be provided for those employees who wish them.
4. The City will provide free parking space for employees covered by the Agreement who drive their personal automobiles to work.



City of
Grand Rapids
Michigan 49502

August 26, 1971

Police Patrolman Richard L. Steele
President
Fraternal Order of Police
Grand Rapids Lodge 97, Inc.
333 Monroe Avenue, N.W.
Grand Rapids, Michigan 49502

Re: Letter of Understanding

Dear Officer Steele:

This will serve to confirm our understanding with respect to the following matters concerning the June 1, 1971 Labor Agreement between Lodge 97 and the City of Grand Rapids.

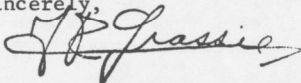
1. The pension plan for police officers shall remain in effect without change during the life of the agreement.
2. Vacancies in permanent positions in the bargaining unit shall be posted in the Department and officers interested in being considered for the position shall apply in writing within 10 days after the notice is first posted. Length of service shall be considered in filling such vacancies along with other relevant factors. The City shall have the ultimate power to fill such vacancies, provided that any officer with greater length of service than the officer appointed shall have the right to discuss the matter with the Police Superintendent or his designee.
3. The existing practice with respect to reimbursement of tuition for officers who successfully complete courses approved by Management for academic credit shall continue

Officer Richard L. Steele
August 26, 1971
Page 2

for the life of the Agreement. In the event that the City of Grand Rapids becomes eligible for reimbursement in part or in full as a result of State or Federal legislation with respect to tuition and fees which are paid as a result of the above mentioned practice, the Fraternal Order of Police (Lodge 97) will aid and assist the City of Grand Rapids in making claim and collection therefor.

4. The Associate Degree in Police Administration, the Bachelor Level Degree and the Bachelor and Master Degree in Police Administration shall be approved for payment as provided in the Labor Contract if the College or University is accredited by the Commission on Colleges and Universities of the North Central Association of Colleges and Secondary Schools, a member of the Federation of Regional Accrediting Commission of Higher Education, or by a similar Commission representing any other regional or geographical section of the United States.

Sincerely,



Joseph R. Grassie
City Manager

JRG:vlj