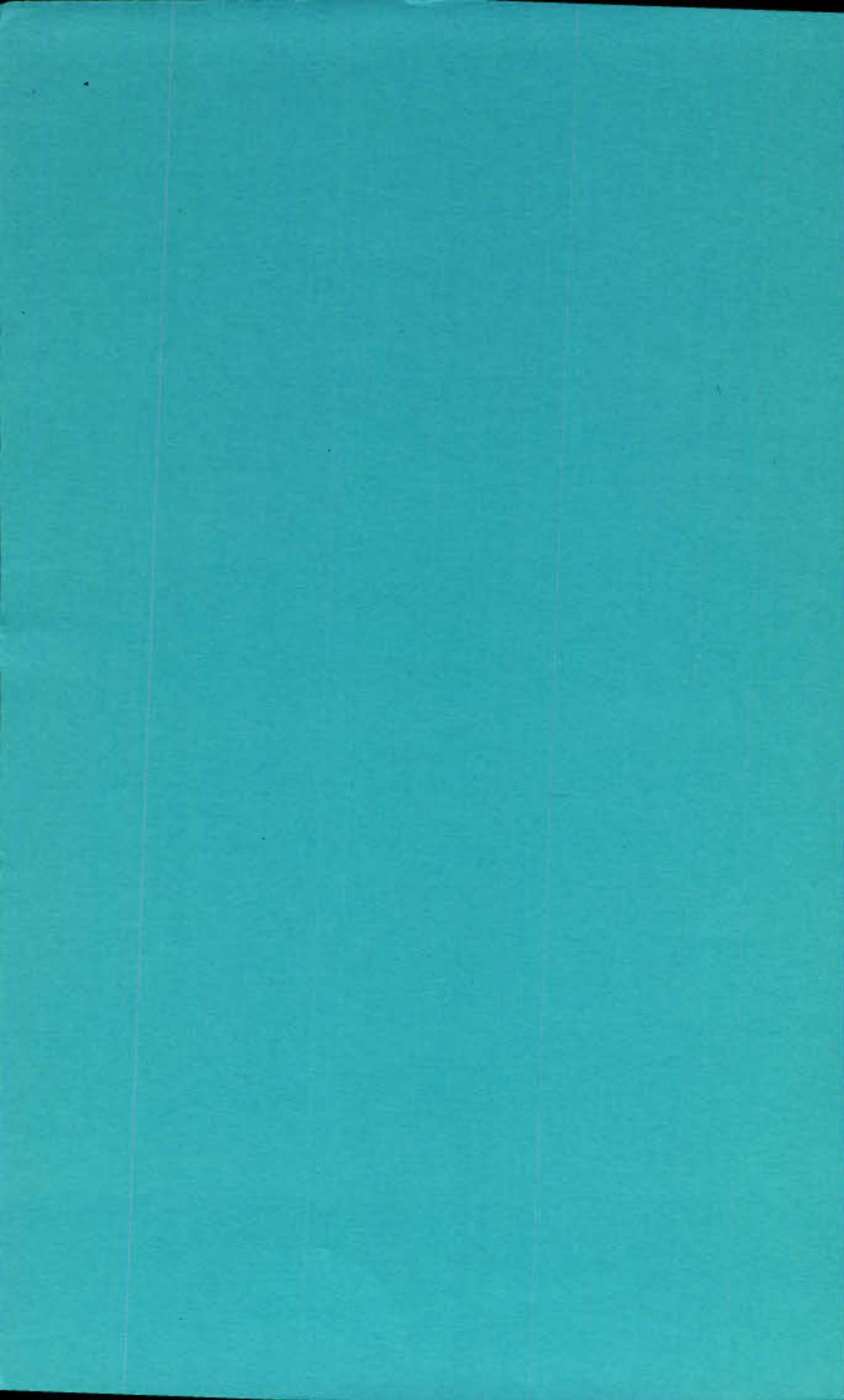


6/30/98

AGREEMENT
BETWEEN
THE CITY OF GRAND RAPIDS
AND
THE COMMAND OFFICERS BARGAINING UNIT
OF THE GRAND RAPIDS POLICE DEPARTMENT

JULY 1, 1994 THROUGH JUNE 30, 1998

Grand Rapids, City of



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AND

**THE COMMAND OFFICERS BARGAINING UNIT
OF THE GRAND RAPIDS POLICE DEPARTMENT**

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AGREEMENT

This Agreement is entered into as of this 1st day of July 1994 between the CITY OF GRAND RAPIDS, hereinafter referred to as the "City" or "Management" and the COMMAND OFFICERS BARGAINING UNIT OF THE GRAND RAPIDS POLICE DEPARTMENT, hereinafter referred to as the "Command Unit".

ARTICLE 1. RECOGNITION

SECTION 1

Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City recognizes the Command Unit as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes 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 Command Officers of the Grand Rapids Police Department including Police Lieutenants and Police Captains, excluding the Police Chief and the Deputy Police Chief.

SECTION 3

The City shall not enter into any other agreements with the employees in this bargaining unit, individually or collective, or with any organization which in any way conflicts with the provisions hereof.

ARTICLE 2. COMMAND UNIT SECURITY AND CHECKOFF

SECTION 1

As a condition of continued employment, all employees in the bargaining unit shall become and remain members of the Command Unit or pay a representation fee in an amount equal to the Command Unit's dues no later than thirty (30) days after the signing of this Agreement or after being employed in the Command Unit.

SECTION 2

The City will deduct regular Command Unit dues or representation fees from the pay of all employees in the bargaining unit who authorize it in writing and remit the same to the Command Unit. Such deductions shall be made every payday in

the amount certified by an authorized officer of the Command Unit. If a bargaining unit member fails to pay the required membership dues or service fees directly to the Command Unit or fails to authorize same through payroll deduction, the City shall, pursuant to MCL 408.477; MSA 17.277(7) and at the request of an authorized officer of the Command Unit, deduct the membership dues or service fees from the bargaining unit member's wages and remit same to the Command Unit.

SECTION 3

The Command Unit will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against it on account of the application of this Article.

ARTICLE 3. MANAGEMENT SECURITY

SECTION 1

The Command Unit and employees agree that they will not cause, encourage, participate in, or support any strike or picketing against the City of any slowdown or other interruption of or interference with the normal functions of the City.

SECTION 2

Employees shall fully and faithfully perform all aspects of their required duties.

ARTICLE 4. 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 are vested exclusively in Management, including but not limited to the following: the right to hire; the right to discipline or discharge for just 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); and the right to determine the reasonable methods, processes, and manner of performing work. In exercising these functions, Management will not discriminate against any employee because of his/her membership in the Union.

SECTION 2

Rules of conduct not inconsistent herewith and 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; however, 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 proper performance of a Police Officer's duties.

ARTICLE 5. BARGAINING AND REPRESENTATION COMMITTEE

SECTION 1

The Command Unit Bargaining and Representation Committee shall consist of three (3) Unit members and one (1) non-employee representative. The Committee members shall represent the Command Unit in all conferences, special meetings, and negotiations with the City without loss of pay for the straight time hours they would otherwise have worked. No overtime compensation shall be paid for any such hours.

SECTION 2

A Command Unit Officer shall be allowed the straight time hours he/she would otherwise have worked to assist in the presentation of grievances, excluding the arbitration step. The Command Unit President shall be allowed to attend arbitration hearings without loss of regular pay.

SECTION 3. SPECIAL MEETINGS

- A. Management and the Command Unit agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time and place designated by Management. Each party shall be represented by not more than four (4) individuals at special meetings.

- B. The Command Unit representatives may meet at a place designated by Management on Management's property for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.
- C. Employee representatives of the Command Unit 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.

SECTION 4. LEAVE FOR UNION FUNCTIONS

Management will grant a total of six (6) days of leave of absence with pay per year for Command Unit members to attend union conventions, labor seminars, or conferences, provided such leave is requested in advance and the needs of service shall not be adversely affected by such absence. Any balance of such leave days shall be carried over to successor collective bargaining agreements. Upon a request made by the Command Unit to the Labor Relations Department, a reasonable number of additional days for leaves of absence with pay shall be granted for purposes consistent with this Section if the allotted days are exhausted.

ARTICLE 6. GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES

- A. A grievance is any dispute, controversy, or difference between (1) the parties, or (2) Management and an employee or employees, on any issue with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement or any term or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated and shall set forth completely the known facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this paragraph shall be denied.

SECTION 2. TIME LIMITS

- A. If Management does not respond within the time limits or procedure required in each step, the grievance shall be considered settled as requested without precedent.
- B. Any grievance not taken to the next step within the time limits specified herein will be considered settled on the basis of the last answer by Management without precedent.
- C. Extensions of the time limits may only be made by a written, signed agreement by a Command Unit representative and a Labor Relations Office representative.

SECTION 3. ELECTION OF REMEDIES

- A. Appeals involving discharge, demotion, reduction in rank or compensation, or suspension may be filed with the Civil Service Board in accordance with Civil Service Board rules. It is expressly agreed that such appeals shall be an election of remedies and a waiver of any right possessed by both the employee and the Union to contest such matter in the arbitration forum provided herein.
- B. It is further expressly agreed that if any proceedings involving a matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency or in any court, whether by an employee or by the Command Unit, then such administrative or judicial proceedings shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. Injunctions, temporary restraining orders, or actions under Veteran's Preference shall not be considered part of the grievance procedure.
- C. Grievances involving classification disputes may only be presented to the Civil Service Board.
- D. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

SECTION 4

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

A. Step 1

1. The aggrieved employee or group of employees with the Command Unit representative or a representative of the Command Unit shall present the grievance in writing to the employee's immediate supervisor outside the bargaining unit or to the Chief's office in the case of a Union grievance. The grievance must be so presented within ten (10) calendar days after occurrence of the circumstances giving rise to the grievance or ten (10) days from when the grievant should reasonably have known of the occurrence, not including the day of occurrence.
2. Grievances involving discharge, demotion, reduction in rank or compensation, or suspension shall be filed at Step 2 within fifteen (15) calendar days after notice thereof is given to the employee.
3. Management will answer the grievance in writing within ten (10) calendar days of the date of the presentation of the grievance, not including the date of the presentation. The City will provide copies of the grievance reply to the grievant(s) and the Command Unit President.

B. Step 2

1. In accordance with the procedures of the Federal Mediation and Conciliation Service, the Command Unit may submit a demand for arbitration within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer.
2. In cases involving discharge, demotion, reduction in rank or compensation, or suspension, the Command Unit may at its

discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice; however, if the employee elects to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.

3. An arbitrator shall be selected from a panel of seven (7) names submitted by the Federal Mediation and Conciliation Service. The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Command Unit and Management.

4. The fee and expenses of the arbitrator shall be paid by the Command Unit if the grievance is denied or by the employer if the grievance is granted, or as the arbitrator directs otherwise. Upon request, Management shall make employees who are on duty available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

The Command Unit President or his/her designee shall attend all arbitration proceedings without loss of compensation in any manner.

5. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appeal subject

matter in any court or other forum, including any action properly taken under Title VII of the Civil Rights Act of 1964, as amended. This provision does not purport to waive any individual rights of bargaining unit members that may not be waived through collective bargaining.

ARTICLE 7. DISCHARGE AND DISCIPLINE

SECTION 1

In cases of discharge or discipline, a representative of Management shall give prompt notice to the employee and to the President of the Command Unit. Letters of warning shall be given to the employee affected and placed in the employee's personnel file.

SECTION 2

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

SECTION 3

- A. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. If an employee completes two (2) years without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon request to the Director of Human Resources.
- B. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other City officer or department or division head in the employee's personnel file which relates to, is, or may be made the basis for disciplinary action up to and including the discharge of such employee by the City.

SECTION 4

If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

SECTION 5

Management shall not discipline or discharge any employee except for just cause.

SECTION 6

Written notice of disciplinary action or discharge shall cite the specific sections of rules and regulations and/or appropriate law(s) or ordinance(s) which the employee is alleged to have violated.

SECTION 7

An employee against whom charges have been made by Management may be represented by a Command Unit representative or an attorney upon request of the employee.

SECTION 8. INVESTIGATORY COMPLAINTS

If a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

- A. If in the investigation of a complaint an employee is requested to appear before a member of Management, he/she shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- B. Upon the request of the employee for Command Unit representation, such request shall be granted and the Command Unit shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Command Unit representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

- D. A copy of this section shall be presented to any employee subjected to this procedure prior to the start of questioning. Said copy shall be signed by the employee to indicate receipt and shall also indicate his/her waiver of right to Command Unit representation, if any.

ARTICLE 8. SENIORITY, PROMOTIONS, AND LAYOFF & RECALL

SECTION 1

Seniority shall mean the status attained by length of service in a particular rank and, when the needs of the service permit, shall apply to shift preference and vacation.

SECTION 2. PROMOTIONS

- A. Only those employees who have passed their latest performance evaluation may express their interest in being qualified for promotion by filing application with the Human Resources Department.
- B. A validated examination shall be administered under the supervision of the Civil Service Board. Participants who successfully complete the procedure on a pass/fail scoring basis shall constitute the eligible qualified candidate pool.
- C. Regardless of any rule, regulation, or requirement to the contrary, the City Manager shall have the authority to promote any employee who is determined to be qualified.
- D. Except as otherwise specified above, the provisions of the Civil Service Board rules and regulations shall apply to the promotional procedure. However, it is expressly understood and agreed that the prior "rule of three (3)" certification restriction required by the City Charter shall be considered void and has no application to promotions.
- E. The City and the Command Unit agree to the principle of open communication and cooperation regarding this process.

SECTION 3

Layoff and recall shall be governed by seniority and Civil Service Rules and Regulations.

- A. An employee who is promoted to a position in the Police Department which is outside the bargaining unit shall continue to accumulate seniority until the promotion becomes permanent at which time his/her seniority shall be frozen.
- B. If an employee in a position outside the bargaining unit above Captain is laid off, he/she may be demoted to the rank of Captain in lieu of layoff. If a Lieutenant is laid off, he/she may be demoted to the rank of Sergeant in lieu of layoff. Such actions shall be effectuated in accordance with Civil Service Rules and Regulations.

SECTION 4

One bargaining unit representative designated by the Command Unit shall have superseniority for purposes of layoff and recall under this Article.

ARTICLE 9. OVERTIME AND WORK WEEK

SECTION 1

The City agrees to pay overtime compensation at the rate of time and one-half (1½) the employee's regular hourly rate for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. At the request of any employee eligible for overtime pay, his/her supervisor may provide that in lieu of cash payment for any overtime, the employee may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour of overtime worked. Appearances before the Accident Review Board, Internal Affairs Unit, and attendance at in-service training classes shall be at the rate of time and one-half (1½) for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year, or during the three (3) 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. If such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary at the time of the payment of overtime. Compensatory time may be accumulated as

provided above; however, no law enforcement personnel shall be permitted to accumulate more than four hundred eighty (480) hours. During the calendar year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time.

ARTICLE 10. WAGES

SECTION 1

Wages for Lieutenants and Captains shall be in accordance with the schedule set forth in Appendix A.

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 Dollars (\$200) per year in addition to his/her 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 Dollars (\$400) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted an Associate's Degree in Police Administration from Grand Rapids Junior College or a similar degree approved by Management shall be paid Five Hundred Dollars (\$500) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted a Bachelor level college degree approved by Management shall be paid Eight Hundred Dollars (\$800) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has been granted a Bachelor's or Master's Degree in Police Administration approved by Management shall be paid One Thousand Dollars (\$1,000) per year in addition to his/her regular annual salary.

The Associate Degree in Police Administration, the Bachelor Level Degree, and the Bachelor and Master Degrees in Police Administration shall be approved for payment 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 of Higher Education, or by a similar commission representing any other regional or geographical section of the United States.

The above additional pay benefits shall not be cumulative.

ARTICLE 11. NEW OR CHANGED JOBS

The parties will negotiate as to whether a new and/or changed job should be in or out of the bargaining unit. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administration procedures.

ARTICLE 12. PAY CHANGES

Salary administration shall be in accordance with the present City policies and the salary ordinance.

ARTICLE 13. HOLIDAYS

SECTION 1. HOLIDAYS

Each Lieutenant and Captain shall receive holiday pay for each of the following holidays:

January 1	Veteran's Day
Presidents' Day	Thanksgiving Day
½ day on Good Friday	Day after Thanksgiving
Memorial Day	½ day on Christmas Eve
July 4	December 25
Labor Day	Employee's Birthday

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. A birthday holiday may be used on the day of occurrence or thirty (30) days following the occurrence at the employee's discretion. If the employee chooses not to use the birthday holiday during this period, it may be used at anytime mutually agreed upon in the calendar year. If the employee chooses not

to use their birthday holiday during the calendar year, it will automatically be credited to their vacation bank.

SECTION 2. HOLIDAY PAY

If an employee works on any such holiday, he/she will also be paid time and one-half (1½) for all hours worked on that holiday.

ARTICLE 14. INSURANCE

SECTION 1

A. The City shall, at its expense, provide a group hospital, medical, surgical, dental, and drug 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 the City. Effective July 1, 1990, the City shall provide an optical insurance policy, with coverage as defined in said policy.

1. Insurance provided includes the following:

- a. Psychiatric out-patient benefit
- b. Radiation therapy benefit
- c. Orthodontia benefit
- d. Patient Advocate Program

B. It is agreed that the City will pay the hospitalization insurance premium for the retiree and spouse between those years of age of the retiree between 50 and 64, inclusive. If the retiree dies after retirement between the ages of 50 and 64, inclusive, the spouse, if any, will continue to have the hospitalization insurance premium paid by the City until such time as the retiree would have reached 65. Spouse is understood to be that person to whom the retiree is married at the time of retirement.

C. The City will pay the medical and hospitalization insurance for an employee who is disabled, pursuant to the provisions of the Pension Ordinance until such time as the employee is eligible for Medicare or

reaches age 65, whichever occurs first. The City will also pay the premiums for the disabled employee's spouse.

- D. Effective January 1, 1994, members who are insured through the City under the Traveler's Insurance plan will be required to pay an annual deductible of \$50 for a single person or \$100 per family. This deductible only applies to health insurance. It does not apply to dental, optical, or drug prescriptions. This deductible does not apply to current or future retirees. This deductible does not apply to those members insured under HMO plans. The parties agree not to raise the issue of health insurance during the life of the agreement effective July 1, 1994 through June 30, 1998.
- E. If a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium for the employee's spouse and dependents until such time as the employee would have reached age 65. However, if the spouse remarries or is covered by another health insurance policy, this provision shall not apply.

SECTION 2. DEATH BENEFIT PAYMENT PLAN

- A. Management shall, at its expense, provide a death benefit payment in the amount of Thirty Thousand Dollars (\$30,000) to any employee within the bargaining unit, and such 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/her employment with the City. Such 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 kept on file in the Human Resources 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. If an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement,

resignation, or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an 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. If an employee dies and death occurs as a result of personal injury arising out of and in the course of employment with Management and the Workers' Compensation benefits amount to less than Thirty Thousand Dollars (\$30,000), Management shall make a lump sum cash payment equal to the difference between Thirty Thousand Dollars (\$30,000) and the total Workers' Compensation benefits. Such payment will be made to the employee's beneficiary or beneficiaries as designated on the "Designation of Beneficiary" form provided by Management. In the absence of an executed "Designation of Beneficiary" form, payment will be made to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include the following: the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks); medical expenses payable; burial expenses payable; and 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 Workers' 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 Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.

3. Provisions of this Section 2B shall not be affected in any way by an election of a deceased employee's dependents to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- C. To receive benefits under this section, written application must be filed with Management by the designated beneficiary/beneficiaries (on the "Designation of Beneficiary" form) of the deceased employee or by the administrator or executor of the estate of the deceased employee within one (1) year after such individuals have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. If the beneficiary, beneficiaries, or estate of the deceased employee shall be paid benefits under Section 2A above 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 Workers' Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee 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 Thirty Thousand Dollars (\$30,000).
- E. No benefits shall be payable to any party or parties under this Section if an employee dies within two (2) years after coverage is extended under Section 2 and it is determined that death was due to suicide.
- F. No determination, presumption, or findings made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workers' Compensation Act, nor shall the same be an admission of liability under said Act.
- G. No action at law or in equity shall be brought by any person 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 Section 2C.

SECTION 3

The City shall provide each Lieutenant and Captain with legal counsel for acts in the course of his/her employment which give rise to a course of action in a civil or criminal action. The foregoing shall not apply to any cause of action arising out of:

- A. Unauthorized acts.
- B. Gross negligence or willful misconduct.
- C. Action taken while under the influence of intoxicating liquor or controlled substances (not taken pursuant to a valid medical prescription).
- D. Workers' Compensation claims, grievances, or other claims made against the City of Grand Rapids.

SECTION 4. SUPPLEMENTAL INSURANCE FUND

Effective July 1, 1989, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund (City Code, Chapter 7, Article 7, Section 1.322); effective July 1, 1994, the City shall contribute an additional .5% of the unit base payroll annually to this fund (City Code, Chapter 7, Article 7, Section 1.325). Such fund shall be administered by the Police Pension Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee as provided in Article XIX, Section 3.

SECTION 5. INCOME MAINTENANCE PLAN

The City shall provide bargaining unit members with an income maintenance equal to 75% of their regularly assigned salary for a period of one (1) full year if an illness or disability prevents the employee from being at his/her regular City employment.

- A. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits.

- B. If the employee receives monies as a result of Workers' Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No-Fault Automobile Insurance Law, the income allowance shall be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.
- C. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work will be made by the City Physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further administrative review.

ARTICLE 15. UNIFORMS

SECTION 1

Each Lieutenant or Captain who is assigned to plain clothes duty shall receive a Four Hundred Eighty Dollar (\$480) per annum clothing allowance which allowance shall be payable at the rate of Forty Dollars (\$40) per month at the end of each full month of service.

SECTION 2

For purposes of Section 1, each Lieutenant or Captain who is assigned to plain clothes duties for one-half (½) or more of his/her duty days within a month shall be considered to have worked a full month of service.

SECTION 3

Uniforms and/or civilian clothing shall be worn as directed by the Police Chief. Except as herein provided, the present practices with respect to the issuance of uniforms and wearing of civilian clothing shall be continued.

SECTION 4

Effective July 1, 1982, the City will reimburse uniformed personnel for the cost of cleaning police uniforms in an amount not to exceed One Hundred Fifty Dollars (\$150) per year. The City will establish reasonable rules for the administration of this cleaning allowance after consultation with the Command Unit.

ARTICLE 16. WORKERS' COMPENSATION

SECTION 1

For a period not to exceed twenty-six (26) weeks, the City shall supplement, without charge to sick leave or vacation, Workers' Compensation benefits for an employee injured on the job by the difference between Workers' Compensation benefits and the normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner which will ensure that combination of an employee's Worker's Compensation benefits and supplement shall not exceed his/her regular, allowable take-home pay.

SECTION 2

If an employee receives sick leave compensation and subsequently is awarded Workers' Compensation benefits for the same period of time, he/she shall reimburse the City for such amounts received as sick leave compensation, and the City shall credit the employee's sick leave account with the number of days used as sick leave.

ARTICLE 17. MAINTENANCE OF STANDARDS

The City 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 18. VALIDITY - ENTIRE AGREEMENT

SECTION 1

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

SECTION 2

If any article or section of this Agreement or any addendum thereto should be held unlawful by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be reinstated by

such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 3

During the negotiations, each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the basic and full agreement between the parties. During its life, neither will require the other to enter into further collective bargaining as to any matter, whether mentioned herein or not, except as such bargaining is provided for herein.

ARTICLE 19. PENSION

SECTION 1

The Pension Plan will remain in effect during the life of this Agreement.

SECTION 2. PENSION ORDINANCE AMENDMENTS

A. Pension Credit Purchase

Effective July 1, 1991, employees shall be permitted at their option to purchase up to two (2) years of credited service at the total expense of the employee. The sole purpose of this provision is to enhance benefits and is not meant to enhance an employee's eligibility. Such purchases may be made on a tax deferred basis and/or by payroll deduction during the time that this will be permitted. The cost per year is 17.84% of the employee's current covered compensation.

B. 13th Pension Check Program

Within thirty (30) days of ratification of the Agreement, an Implementation Committee shall meet for the purpose of developing the necessary provisions to implement the 13th Pension Check Program. It is the intent of the parties to complete the project so as to implement the payment of any benefit check during the month of January 1990. Monies to fund this program shall accumulate from 50% of investment returns in excess of 8% earned by the Benefit and Casualty Reserve Funds.

C. Disability Pensions

1. Disability pension rates for employees hired prior to January 1, 1992, are as follows:

Duty Disability:	72%
Non-Duty Disability (less than 20 years service):	48%
Non-Duty Disability (20 or more years service):	60%

2. Disability pension rates for employees hired after January 1, 1992, are as follows:

a. Duty disability will be computed in the same manner as a service retirement benefit, but the allowance will be based on the service the employee would have had if employment had continued to age 50. For example, if an employee is hired at age 25 and is disabled anytime before age 50, the benefit is 60% of FAS. If the employee is hired at age 22, the benefit is 67.2% of FAS (28 years times 2.4%). Effective July 1, 1993, the multiplier will increase to 2.5%.

b. Non-duty disability for employees becoming disabled with less than 20 years of service will be based on the service projected to the earlier of either the date the employee would have completed 20 years, or the date the employee reaches age 50. For members becoming disabled with between 20 and 25 years of service, the benefit will be based on the service projected to the earlier of either the date the member would have completed 25 years or the date the employee reaches age 50. For members retiring after completing 25 years of service, the benefit will be based on accrued service only.

3. Effective July 1, 1991, the minimum duty related death benefit will be established at 72% of the final average salary.

D. Effective July 1, 1992, all W-2 earnings will be included as participating earnings in accordance with the actuarial report. Employees will contribute to the pension fund on the basis of their own covered pay; however, at retirement, the adjustment to Final Average Salary will be based on the average amount of previously excluded earnings for all employees of the department. The first year average will be determined on the basis of the average for the preceding four (4) years. Thereafter, the average will be based on the preceding five (5) years' experience. Based upon the actuarial estimate, the cost estimated at 2.54% shall be split evenly between the City and the employee (1.27% each).

E. Effective July 1, 1993, the pension multiplier shall be increased to 2.5%. The cost of the increase estimated at 2% shall be split between the City and the employee as follows:

- 1. City: .5%
- 2. Employee: 1.5%

SECTION 3

An employee terminating employment after completing twenty-five (25) years of service with the City who has not attained normal retirement age shall be considered to have retired from the City for purposes of receiving retirement service awards and recognition even though he/she has elected to defer retirement benefits.

SECTION 4

Member contribution rate (expressed as a percentage of compensation) for the life of this agreement shall be as follows:

<u>Period</u>	<u>Member Contribution Rate</u>
7/1/93 - 12/31/94	8.64%
1/1/95 - 12/31/95	8.64%
1/1/96 - 12/31/96	5.64%
1/1/97 and Later	7.14%

ARTICLE 20. HUMANITARIAN CLAUSE

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

ARTICLE 21. LONGEVITY PAY

SECTION 1. PURPOSE

The following provisions shall govern the assignment of longevity pay steps to bargaining unit employees.

SECTION 2. DEFINITIONS

- A. Longevity Pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
5 through 9	\$270 per year	L1
10 through 14	\$450 per year	L2
15 through 19	\$630 per year	L3
20 through 24	\$810 per year	L4
25 and over	\$990 per year	L5

The amounts listed above are effective beginning with payments scheduled for December 1994 (for the period of June 1994 through November 1994).

- 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 with the City.
- 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/her longevity qualification date.

- D. Continuous Service shall mean service uninterrupted by resignation or discharge.

SECTION 3. PAYMENT OF LONGEVITY PAY

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

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 basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid leave will receive longevity pay on a prorated basis for the full calendar months served, payable upon return to service.
- C. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

ARTICLE 22. VACATION

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. On the first day of the calendar year following an employee's initial employment in the Command Unit, and on the first day of each calendar year thereafter, an employee shall be credited with the amount of vacation shown in the table below, as determined by his/her years of continuous service with the City, until a maximum total of twenty-five (25) days is reached.

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on the Following January 1</u>
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	14 days
6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on the Following January 1</u>
10 years	19 days
11 years	20 days
12 years	21 days
13 years	22 days
14 years	23 days
15 years	24 days
16+ years	25 days

- B. An employee will be eligible for one-twelfth (1/12) of his/her vacation allowance each calendar month in which he/she works twelve (12) or more days.

Section 3. Use of Vacation

- A. Vacations will be scheduled with due regard for employee preference and service needs.
- B. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void with the exception of a balance of sixty-eight (68) days which may be maintained between the period of January 1 and July 31.
- C. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.

SECTION 4. VACATION PAY ADVANCE

An employee going on vacation may request to 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.

SECTION 5. CASH PAYMENT IN LIEU OF VACATION LEAVE

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

ARTICLE 23. SICK LEAVE

SECTION 1. DEFINITIONS

- A. Immediate family shall be the following: spouse, child, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law of the employee.
- B. Service shall mean any period of time for which the employee receives wages.
- C. Supplemental employment shall mean a paid off-duty job (including self employment) covered by sick leave benefits, health and accident insurance, Workers' Compensation, or any combination thereof.

SECTION 2. SICK LEAVE ACCUMULATION

- A. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five-sixths (5/6) of a day 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/she 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 charged to the nearest one-half (½) hour. When an employee is required to be absent less than two (2) hours in order to keep a doctor or dentist appointment, sick leave shall not be charged.

SECTION 4. PERMITTED USES

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

B. Bereavement and Emergency Use

1. An employee shall be entitled to use up to two (2) days bereavement leave, paid without charge to sick leave, upon the death of any member of his/her immediate family. For the purpose of this provision only, immediate family shall include grandchildren, son-in-law, and daughter-in-law.
2. An employee shall be entitled to use up to three (3) days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment, or death of any member of his/her immediate family upon application approved by the Police Chief. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager. For the purpose of this provision only, immediate family shall include grandchildren, son-in-law, and daughter-in-law.

C. Vacation Use

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

SECTION 5. EXCLUDED USES

Paid sick leave shall not be authorized:

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

SECTION 6. SUBSTANTIATION

An employee shall be required to substantiate the use of sick leave by such reasonable means as the Police Chief may require. Intentional falsification of any

sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

SECTION 7. PHYSICAL EXAMINATION

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

SECTION 8. UNPAID SICK LEAVE

Upon the advice and recommendation of the City Physician, the City Manager shall grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave 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 ninety (90) days at the rate of One Dollar (\$1) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (50¢) per day times the years of continuous service for persons resigning. In the case of a death of an employee, the employee's unused accumulated sick leave shall be paid to the deceased employee's beneficiary to a maximum of ninety (90) days at the rate of One Dollar (\$1) per day times the years of continuous service.

SECTION 10. NOTIFICATION

An employee who expects to be absent on sick leave must notify his/her department in accordance with Manual of Procedures #17-1, Sick Leave Procedure.

ARTICLE 24. JURY LEAVE

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

ARTICLE 25. ACTING ASSIGNMENT

SECTION 1

Acting assignment shall mean the performance of work in a higher classification pursuant to a written order from the Police Chief.

SECTION 2

If an acting assignment to the position of Lieutenant continues in effect for a period of more than thirty (30) days, the employee so assigned shall be considered to have acquired membership in the Command Unit for purposes of representation and dues or service fees.

SECTION 3

Effective March 1, 1991, those employees who served in acting assignment as a Captain or a Lieutenant for a continuous period of one (1) year or more immediately prior to promotion to the rank of Captain or Lieutenant shall be placed at Step F of the salary range upon promotion. Such action shall not have any effect upon the required probationary period as provided in the agreement.

SECTION 4

If a Lieutenant is assigned to perform the duties of a Captain in the Captain's absence, the employee so assigned shall be able to grieve this issue with the remedy being Captain's pay for the period so assigned.

ARTICLE 26. PARKING

SECTION 1

The City shall make available free parking space located within a radius of one-third ($\frac{1}{3}$) mile of the intersection of Michigan and Monroe.

SECTION 2

In the alternative, the City may designate parking space outside the one-third ($\frac{1}{3}$) mile radius, but shall provide shuttle service to and from the parking space and City Hall. This shuttle service is to operate at the beginning and ending of each shift and to be scheduled at sufficient intervals so as to provide adequate transportation for the employees using the space. Any dispute regarding said schedule shall be subject to the grievance procedure.

ARTICLE 27. TUITION REIMBURSEMENT

SECTION 1

Employees shall be eligible for reimbursement for a maximum of six (6) education training courses for academic credit per fiscal year. Advance approval must be obtained from the Human Resources Department Director before the desired course(s) is/are taken in order for employees to be reimbursed for tuition costs. Reimbursement is made following the satisfactory completions of the course(s).

Employees shall hold a permanent full time appointment and shall have passed the entrance probationary period in order to be eligible to participate in the City's educational program.

Employees leaving the employ of the City for any reason while participating in the program shall forfeit all rights to reimbursement for tuition costs.

Budgetary constraints may limit the amount of funds available for education purposes.

SECTION 2

If the City 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 Command Unit will aid and assist the City in making claim and collection therefor.

ARTICLE 28. DEFERRED COMPENSATION PLAN

The parties have agreed to implement a second deferred compensation provider, Public Employees Benefits Services Corporation (PEBSCO), in addition to the current International City Manager's Association (ICMA) plan.

ARTICLE 29. HEALTH MAINTENANCE

A Hepatitis B Inoculation Program will be available for those employees who wish to participate on a voluntary basis.

ARTICLE 30. TERMINATION AND MODIFICATION

SECTION 1

This Agreement shall continue in full force and effect until 11:59 PM on June 30, 1998, at which time it shall terminate unless extended by mutual agreement.

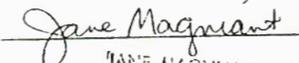
SECTION 2

If either party desires to extend or modify this Agreement, it shall give the other party written notice of such desire sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 5th day of December, 1995

WITNESSES

CITY OF GRAND RAPIDS

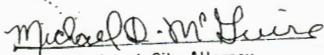

JANE MAGNIANT


John H. Logie, Mayor


SANDRA SMITS

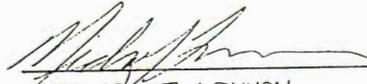

Mary Therese Jester, City Clerk

APPROVED FOR MAYOR'S SIGNATURE


Assistant City Attorney

COMMAND OFFICERS BARGAINING UNIT
OF THE GRAND RAPIDS POLICE DEPARTMENT


MARY H. DICKERSON


MICHAEL J. LENNON

**APPENDIX A
ANNUAL SALARY SCHEDULE**

SALARY STEPS

<u>CLASSIFICATION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
EFFECTIVE JULY 1, 1994						
Police Lieutenant (813)	-	-	-	-	\$49,474	\$52,420
Police Captain (814)	-	-	-	-	\$56,062	\$58,868
EFFECTIVE JULY 1, 1995						
Police Lieutenant (813)	-	-	-	-	\$51,007	\$54,045
Police Captain (814)	-	-	-	-	\$57,800	\$60,693
EFFECTIVE JULY 1, 1996						
Police Lieutenant (813)	-	-	-	-	\$52,538	\$55,666
Police Captain (814)	-	-	-	-	\$59,534	\$62,513
EFFECTIVE JULY 1, 1997						
Police Lieutenant (813)	-	-	-	-	\$54,114	\$57,336
Police Captain (814)	-	-	-	-	\$61,320	\$64,389



