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12/31/2001

AGREEMENT

BETWEEN

CITY OF GRAND RAPIDS

-AND-

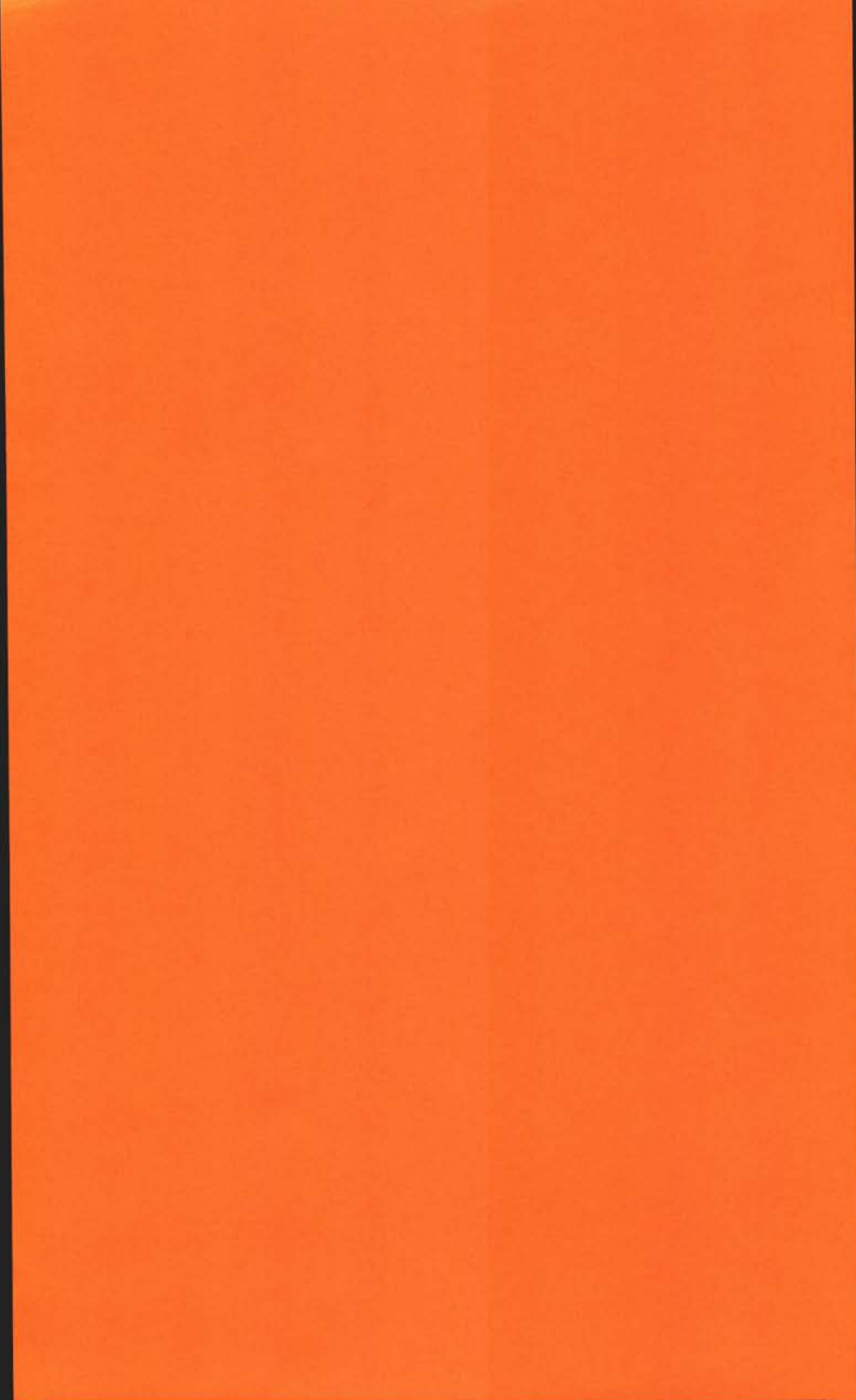
POLICE OFFICERS LABOR COUNCIL

EMERGENCY COMMUNICATIONS OPERATOR I AND II

JANUARY 1, 1998 THROUGH DECEMBER 31, 2001

*Grand Rapids, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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**CITY OF GRAND RAPIDS**

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## AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of January 1998, between the CITY OF GRAND RAPIDS, hereinafter referred to as "Management" and POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

### ARTICLE 1 RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate 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 changes 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.

Section 3. Management shall not enter into any other agreements with employees in this bargaining unit, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

### ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this Agreement.

Section 2. It shall be a condition of employment that all present and past Union members in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of the regular monthly Union dues within thirty (30) days after the execution 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 payday, deduct from the employee for Union membership owed to the Union by such employee for membership dues, special assessments, initiation fees, or service charges. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 4. Any changes in the present Union membership dues rate will be certified to the City Manager by an authorized officer of the Union at least forty-five (45) days in advance of the effective date of such change.

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

**ARTICLE 3**  
**MANAGEMENT SECURITY**

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or 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 Civil Service Board. Violations of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure. However, any employee who is accused of violating this provision and denies such alleged violation may appeal. Upon finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by Management shall not be disturbed.

**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, including but not limited to the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to layoff 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 reasonable 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/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, provided however, that Management shall first consult with the Union prior to any such amendments.

**ARTICLE 5**  
**UNION BARGAINING COMMITTEE**

Section 1. The bargaining committee of the Union will include not more than three (3) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. It may also include non-employee representatives of the Police Officers Labor Council, not more than two (2) in number. The Union will give to Management, in writing, the names of the employee representatives on the bargaining committee at least seventy-five (75) days prior to the expiration date of this Agreement.

Section 2. There will be no discrimination against any employee because of his/her duties as a Union official, Union representative or committee member. Management will not discriminate against any employee because of his/her membership in the Union.

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 committee member.

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. If it becomes necessary to displace an employee on the day shift, the least senior employee shall be displaced. Any refusal by Management shall be subject to immediate submission to arbitration, Step 2, for the purpose of determining the reasonableness of any refusal.

#### **ARTICLE 6** **SPECIAL MEETINGS**

Section 1. Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the 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 a.m. and 5:00 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 Union 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.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would have otherwise 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 should have worked.

#### **ARTICLE 7** **UNION REPRESENTATION**

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

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

Section 3. When an employee presents their own grievance without intervention of the Union, the Union representative shall be given an opportunity to be present and shall be allowed the time therefore, paid at their regular wage, upon notification and

approval of their immediate supervisor outside the bargaining unit. Management may adjust the individual employee's grievance if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement.

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

Section 5. The Union Grievance Committee shall have the same privileges as Union representatives, in areas to which assigned, when any grievance has been processed to its level (Step 1), in the grievance procedure.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

#### Section 1. Grievance

- A. A grievance is any dispute, controversy, or difference between (a) the parties, or (b) 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 terms 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 Union representative and a Labor Relations Office representative.

#### Section 3. Election of Remedies

- A. Appeals involving discharge, demotion, reduction in classification 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 any 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 Union, 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:

Step 1

- A. The aggrieved employee or group of employees with the Union representative or a representative of the Union shall present the grievance in writing to the employee's immediate supervisor outside the bargaining unit or, in the case of a Union grievance, shall be presented to the Chief's office. The grievance must be so presented within fifteen (15) calendar days after occurrence of the circumstances giving rise to the grievance or fifteen (15) days from when the grievant should reasonably have known of the occurrence, not including the day of the occurrence.
- B. Grievance involving discharge, demotion, reduction in classification or compensation or suspension shall be filed at Step 2 within fifteen (15) calendar days after notice thereof is given to the employee.
- C. Management will answer the grievance in writing within fifteen (15) calendar days of the date of the presentation of the grievance not including the date of the presentation.

Step 2

- A. The Union may initiate a demand for arbitration by serving written notice to arbitrate a grievance with the City Labor Relations Department within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer.
- B. In cases involving discharge, demotion, reduction in classification or compensation, or suspension, the Union 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, except that in the event 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.
- C. The parties agree to utilize the following persons as arbitrators:  
  
Mario Chiesa Ruth Kahn David Grissom Keith Grotz

Cases may be assigned by the parties on a rotating basis. Either party may reject any or all of the listed arbitrators on any particular case. In such event, the parties shall elect an arbitrator from a list provided by 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 Union and Management.

- D. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied or by Management if the grievance is granted, or as the arbitrator directs otherwise. Management shall, upon request, 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 Union President or his/her designee shall attend all arbitration proceedings without loss of compensation in any manner.

- E. 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, excluding any action properly taken under Title VII of the Civil Rights Act of 1964, as amended.

#### **ARTICLE 9 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/her regular wage or pay rate. Any claims for back pay shall be reduced by interim employment earnings and/or unemployment compensation, if directed by the arbitrator or Civil Service Board.

#### **ARTICLE 10 DISCHARGE AND DISCIPLINE**

Section 1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and to the President of the Union. In cases of letter of warning or verbal warning memoranda, such letters shall be given to the employee affected and placed in the employee's personnel file.

Section 2. The affected employee will be allowed to discuss their discharge or discipline with their steward, or other Union representative, and Management will make available an area where they may do so if they are 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 their employment application after a period of two (2) years from their date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from their personnel file upon request to the Human Resources Director.
- 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 record 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 Union representative or an attorney upon request of the employee.

Section 8. Investigatory Complaints

In the event 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 Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the City of Grand Rapids 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 Union representation, if any.

**ARTICLE 11**  
**SENIORITY**

Section 1. Definition

Seniority shall mean the status attained by length of continuous service as an Emergency Communications Operator for those employees hired after 1/1/87. Seniority for those employees hired prior to 1/1/87 shall be based upon the length of continuous service with the City.

Section 2. Accrual of Seniority

- A. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their social security number, the person with the highest number having the greater seniority. After January 1, 1990, when two (2) or more employees enter into the service on the same day, they shall have their relative seniority determined by test score.
- B. All original 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 an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or the Grievance Procedure of Article 8.
- C. Effective 1/1/88, an ECO-I training period shall be established which shall not exceed a period of two (2) years. Upon completion of the training period, such employees shall be afforded an opportunity to take the examination for the position of ECO-II. If an employee does not successfully pass the examination, he/she shall be afforded a final opportunity to test within the next six months. Failure to pass the test shall result in the termination of employment.
- D. Employees promoted to the position of ECO-II shall serve a probationary period of six months after promotion. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Failure of the probationary period for the position of ECO-II shall result in termination of employment. Each employee serving a promotional probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review same with the employee. The employee shall be entitled to the presence of his/her Steward during the review interview upon request of the employee.
- E. If a permanent employee is demoted at any time during a promotional probationary period, he/she shall be given a copy of the written evaluation resulting in such demotion. Any permanent employee may appeal a demotion only up to the Grievance Procedure of Article 8.

F. Non-Bargaining Unit Personnel

1. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, thereafter, within six (6) months, returns to the bargaining unit shall have all accumulated seniority and all rights accredited thereto.
2. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, after six (6) months have elapsed, returns to the bargaining unit shall have only that seniority accumulated in the unit. The application of seniority shall be defined as in Article 11, Section 1.
3. For the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity, a person's seniority shall in all cases be measured by an employee's total service with the City.
4. An employee who is outside of the bargaining unit and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to promotion to a non-bargaining unit position.

Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

- A. Discharge, if not reversed.
- B. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City and who has no legitimate reason for not notifying the City of his/her 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 by department or division, showing name, classification and seniority date, and shall furnish a copy to the Union in March and September of each year. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

**ARTICLE 12**  
**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

In the event that a layoff becomes necessary, persons employed as ECO-I's shall be laid off in inverse order of seniority prior to the layoff of any permanent or probationary ECO-II's. Thereafter, ECO-II's shall be laid off in inverse order of seniority.

Section 3. Demotion or Transfer in Lieu of Layoff

An employee subject to layoff may, within three (3) days after receipt of notice of layoff, request to be demoted or transferred to an equal or lower paying position which the employee is qualified for and able to perform.

- A. Such demotion or transfer shall be through those classifications in which the employee previously held permanent status and in full accord with the provisions of any applicable labor agreement.
- B. Management shall have the exclusive right to determine a person's ability and qualifications to fill a position. If an employee is demoted or transferred in lieu of layoff and his/her regular position subsequently becomes available, he/she shall be considered eligible for reinstatement to such position.

Section 4. Exceptions to Seniority

The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

Section 5. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Recall from Layoff

- A. Laid off employees, or demoted in lieu of layoff, shall have their names placed on preferred eligible lists in order of seniority for the classification from which displaced. Employees shall be recalled from layoff or restored to positions from which demoted before any other persons are selected for employment or promotion in those classifications.
- B. 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.
- C. Employees who decline recall and who, in absence of extenuating

circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

**ARTICLE 13**  
**SHIFTS AND SCHEDULES**

Section 1. Definitions

- A. Shifts shall be defined as the daily work period between the starting and quitting time of such period.
- B. Work schedules shall be defined as the schedule of work days and shifts during a work week, including off-duty days.

Section 2. Emergency Communications Operator I's and probationary Emergency Communications Operator II's may be assigned to any shift and schedule deemed appropriate by Management.

Section 3.

- A. ECO-II personnel shall be allowed to bid and probationary ECO-II personnel may be allowed to bid based upon seniority preference for shift and work schedules twice each year. Assignments shall be made in accordance with that bid.
- B. Shift and work schedules shall be posted on March 1 and September 1 of each calendar year for a period of fifteen (15) calendar days. The schedule shall be effective the beginning of the first payroll period in April and October of each calendar year.
- C. If shift and schedules are to be changed for more than five (5) consecutive work days and the need for such change is known to Management for more than seventy-two (72) hours in advance, openings for permanent ECO-II positions on such changed shifts and schedules shall be posted for at least twenty-four (24) hours and filled on the basis of seniority preference within the classification title.

Section 4. Nothing in this Article shall be construed to limit the right of Management to establish, change, enlarge or decrease shifts or work schedules, or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

Section 5. The steward shall have superseniority when it comes to bidding on shifts.

Section 6. If the Union can provide a ten (10) hour shift schedule which meets the needs of and is approved by the department, the parties agree that such schedule may be implemented on a six (6) month trial basis. At the end of six (6) months, either party may discontinue the schedule with a thirty (30) day notice. The parties also agree that no additional staffing is necessary to implement and maintain a ten (10) hour shift.

**ARTICLE 14**  
**OVERTIME**

Section 1. Purpose

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

Section 2. Employees Covered

- A. Employees holding the positions listed in Appendix A are eligible for overtime compensation.
- B. Employees, except those holding appointment in the City Clerk's Office, 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. A normal work day for such employees shall be eight (8) hours.
- 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 shall be computed to the nearest one-quarter ( $\frac{1}{4}$ ) hour or fifteen (15) minutes.
- 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.
- E. An employee called in for a court appearance outside of his/her regular scheduled hours shall receive the regular witness fee and mileage provided by the court and shall have a minimum guarantee of two (2) hours at time and one-half ( $1\frac{1}{2}$ ) for such time spent in court.

Section 4. Method of Compensating for Overtime Work

- A. Overtime shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate.
- B. An employee called to work at a time other than his/her scheduled work shifts shall be credited with a minimum of four (4) hours at his/her regular hourly rate, or with the actual hours worked at one and one-half ( $1\frac{1}{2}$ ) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at his/her overtime rate.
- C. For the purpose of computing overtime, an employee absent on authorized

Sick Leave with pay, Jury Leave with pay, Holiday or Vacation, shall be considered to have worked his/her 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

- A. At the request of any employee eligible for overtime pay, his/her Supervisor may provide that, in lieu of cash payment for overtime, he/she may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour worked over the normal number of hours in his/her scheduled work week. 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 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. In the event that 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. (The provisions of this Section shall be administered in accordance with State and Federal Law.) 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.

Section 6.

- A. Management shall post all known overtime by the last five (5) days of the month for the following month. Employees shall be afforded an opportunity to select such posted overtime based upon their seniority within their classification. Employees shall make their selections by 8:00 AM each Friday. Thereafter, Management may fill any vacant overtime slots for the following week (defined as Sunday, 1:00 AM through Sunday, 1:00 AM) by inverse order of seniority by classification.

Any overtime that arises during the month where Management has more than forty-eight (48) hours notice of such vacancy, Management shall add those additional overtime hours to the posted overtime notice. Employees shall be allowed to fill those additional hours by seniority. If the vacancy slot is not filled within forty-eight (48) hours of its occurrence, Management may fill the slot through the emergency overtime procedure. Overtime that becomes known to Management with less than forty-eight (48) hours notices shall be considered emergency overtime. Management may offer this overtime to any ECO it chooses. If Management is unable to fill the overtime through this method, Management shall have the right to order the least senior employee to work the vacant slot. Management shall not require any employee to work more than sixteen (16) continuous hours, except in the case of extreme emergency.

Management shall have the right to excuse employees from required overtime for good and sufficient reasons as determined by Management.

- B. In the assignment of overtime hours, Management will, consistent with the needs of the service, give preference to those persons holding permanent appointment. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of each month.

- C. Overtime provisions established in a given department/division which may be contrary to these provisions will be controlling provided the provisions are agreed to by the Union and Management.

Section 7. Bargaining Unit Work

Supervisory personnel outside of the bargaining unit shall not, except in emergency situations or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

**ARTICLE 15**  
**REST PERIOD**

Section 1. Management shall allow one (1) ten (10) minute rest period during each one-half (½) shift of the work day.

Section 2. Management shall schedule, as part of the eight (8) hour work day, a paid twenty (20) minute lunch break as close to the middle of the shift as practical. Such lunch period may be subject to interruption as the needs of the service demand and employees shall not leave the area designated for such purpose.

**ARTICLE 16**  
**NEW OR CHANGED JOBS**

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs established in the bargaining unit. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job, the matter shall be subject to an appeal filed directly with the Civil Service Board in Step 3.A. of the grievance procedure. 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.

**ARTICLE 17**  
**WAGES**

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix B.

Section 2. For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:59 p.m. and 9:59 p.m. The third shift is defined as any work period commencing between the hours of 9:59 p.m. and 4:59 a.m.

The following shift differentials shall apply:

January 1, 1996:           60¢/hour second shift  
                                  65¢/hour third shift



**ARTICLE 18**  
**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.

Section 3. Anniversary Dates for Pay Change Purposes

A. Establishment

- 1. **Original Employment and Re-Employment:** The date six (6) months 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 in 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 thirty (30) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations

- A. **Original Employment and Re-Employment:** Employees shall be employed at the lowest step for their position class.
- B. **End of Probation:** The employee's salary shall automatically increase to the next higher step at the end of his/her probationary period.
- C. **Anniversary Date**
1. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her 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 Human Resources 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/her 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 requirements of his/her 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. **Transfers:** An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
- F. **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/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the date of the event giving rise to the change.

Section 6. Acting Assignment

If an employee works on Acting Assignment to a higher classification pursuant to a written order from Management, the employee shall be paid at the first salary step which is at least one full step higher than the employee's regular rate of pay for all

hours so worked, computed to the nearest full hour. An employee shall not normally receive Acting Assignment Pay for Sick Leave, Vacations or Holidays unless it is otherwise specifically provided for in the written order. Such assignment shall not exceed a period of twelve (12) consecutive months. Where consistent with the needs of the service, the Acting Assignment must be offered to the most senior qualified employee in the appropriate classification as determined by Management.

**ARTICLE 19**  
**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 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:

Effective January 1, 1995:

<u>Service Years</u>	<u>Longevity Payment</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

- 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/her 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 a separate check based on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- B. Longevity pay shall be for the period of service from June 1 to November 30, payable within the first fifteen (15) days in December and December 1 to May 31, payable within the first fifteen (15) days 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 thirty (30) 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 thirty (30) 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 20**  
**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 five (5) 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 following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulatively each year) of vacation so that on the day following completion of

his/her nineteenth (19th) year of continuous service an employee may be eligible for a total of twenty-five (25) work days (five (5) work weeks) of vacation, as follows:

<u>Years of Continuous Service</u>	<u>Vacation Hours Credited on the Day Following Anniversary</u>
1-4 years	80 hours
5 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years and over	200 hours

- C. Employees who work one-half (½) or more of their scheduled duty days shall earn vacation credit for that month.

### Section 3. Use of Vacation

- A. Prior to December 1 of each year, Management shall post a notice for vacation sign-up for the following calendar year. The notice shall remain posted for sixty (60) days. Vacations shall be scheduled with due regard for seniority, employee preference, and "needs of the service". Management will review and grant adjustments in the daily allotments where consistent with staffing factors.
- B. On January 1 of each year, personnel shall have credited the appropriate amount of vacation time, based upon the preceding calendar year of service. On the anniversary date of the employee, any additional hours of vacation due shall be credited to the employee. 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 1/1 and 8/31.
- C. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- D. Combining vacation and compensatory time off shall be allowed on approval of the Police Chief or his/her designee(s).
- E. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon terminating, the employee shall be paid in full to the

nearest one-half (½) day for all unused vacation up to a maximum of twenty-five (25) work days (five [5] work weeks) provided that, in the event termination is caused by death, resignation or retirement of the employee, a 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 the process, less any prior obligations.

**ARTICLE 21**  
**HOLIDAYS**

Section 1. Holiday Pay

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday.

Section 2. Holidays

The following shall be general paid holidays for employees:

January 1	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4	December 25
Labor Day	Floating Holiday
Employee's Birthday	

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government unless the parties agree otherwise.

All employees shall be credited with one floating holiday per calendar year. Such floating holiday may be taken on any mutually agreed day during the calendar year. In the event an employee retires, terminates employment or dies while employed, the unused floating holiday shall be paid on the last paycheck due the employee. Failure to utilize the floating holiday during the calendar year shall result in forfeiture of same.

- A. Whenever any of the above holidays falls on Saturday, holiday premium pay shall be payable only for that day.
- B. Whenever any of the above holidays falls on Sunday, holiday premium pay shall be payable only for that day.
- C. If the employee's birthday falls on one of the indicated holidays, the employee shall have the last scheduled work day prior to the birthday or the first scheduled work day following. 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 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. No holiday premium pay shall be paid if the employee elects to work on his/her birthday.

- D. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein, provided that no employee shall receive credit for more than thirteen (13) holidays in any calendar year.
- E. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day immediately preceding and immediately following any general paid holiday.
- F. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- G. On general paid holidays, only those employees shall be on duty whose services are necessary.

### 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 general paid holiday shall be paid at one and one-half (1½) times their hourly rates for such hours worked, in addition to the number of hours credited as provided in "D" above.
- B. If any of the above holidays fall on an employee's regular day off, the employee shall be credited with the number of work hours for such day, as provided in "D" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- C. General paid holidays shall not be charged as vacation or sick leave.
- D. Employees absent unexcused on a general paid holiday on which they are scheduled to work, shall receive no pay for that day.

## **ARTICLE 22** **SICK LEAVE**

### Section 1. Definitions

- A. **Immediate Family** shall be the following: spouse, child, parents, grandparents, spouse's grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-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, 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 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/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 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-Bereavement and Sick Leave

#### 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 his/her Department or Division Head.

An employee shall be entitled to use up to three (3) days per occurrence of his/her accumulated paid sick leave for any absence necessitated by illness for an employee's minor child and/or their spouse. Such use shall be limited to three (3) occurrences per calendar year.

#### B. Emergency Use

1. An employee shall be entitled to take up to two (2) days bereavement leave, paid leave, 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. One (1) day may be used, as reasonably necessary under instant circumstances, on the occasion of normal childbirth.
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 his/her Department or Division Head. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

#### C. Vacation Use

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



D. Compensatory Time Use

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by his/her Department or Division Head.

Section 5. Excluded Uses

A. Paid sick leave shall not be authorized:

1. For personal injury incurred in supplemental employment.
2. The parties agree that the sick leave provisions of Article 22 of the Labor Agreement between the City of Grand Rapids and the Union shall not apply in the following circumstances: No benefits shall be paid to any employee claiming said benefits if the employee is found to have performed any work while on sick leave.

For purposes of this stipulation, the term "any work" shall not include such work activity in and around the home of the employee when said work is not detrimental to recovery from the illness or injury causing the absence as determined by the City Physician.

Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as his/her Department or Division Head 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 an examination and release for work by the City Physician. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 1. level.

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 the 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. An employee who is discharged for just cause

from service with the City shall not be entitled to any benefit under this provision whether the discharge is uncontested or upheld in arbitration or another appellate forum.

Section 10. Notification

An employee who expects to be absent on sick leave must notify his/her Department as promptly as practical, depending on the circumstances, prior to the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for paid sick leave. The employee shall report his/her status every third working day of absence unless hospitalized.

**ARTICLE 23**  
**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; in so doing, Management will attempt to place the employee in a position as close as possible to his/her previous wage level. The promotional provisions of Article 11 shall not be construed as a bar to appointing an individual under this provision to a classification with a higher maximum range.

**ARTICLE 24**  
**LEAVE FOR UNION BUSINESS**

A total of ten (10) personal days with pay per year may be used to attend any and all Union conventions, labor seminars or conferences, provided such leaves are requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement.

**ARTICLE 25**  
**JURY LEAVE**

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 26**  
**INSURANCE**

Section 1. Management shall, at its expense, provide a group hospital, medical, vision, surgical insurance and dental 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.

Effective January 1, 1993, Management shall adjust the City's basic group plan presently administered by the Travelers' Insurance Company to require the employee to pay an annual deductible of \$50 per calendar year of covered benefits, with a family deductible cap of \$100 per calendar year. Dental, vision, and drug prescription

card coverages are not included in this deductible. This deductible does not apply to retirees or to those employees insured under HMO health plans.

Effective July 1, 1999, all employees shall be covered by a single insurance plan, currently referred to as the Unified Plan. It is understood by the parties that the employer has the right to name the administrative agent, provided that there is no change in benefits.

Management further agrees to set aside a sum not to exceed \$50,000 per year expressly to deal with unforeseen problems arising from the implementations of the Unified Plan. The disbursement of the funds and the general overseeing of the plan shall be the responsibility of a joint committee created from all Unions represented in the plan and members of the Human Resources Department.

It is further understood by the parties that there will be a moratorium on any changes in health care benefits and cost sharing for the period from July 1, 1999 to January 1, 2003.

#### Section 2.

- A. Management shall, at its expense, provide a Twenty-Five Thousand Dollars (\$25,000) 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/her 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" form which shall be provided by Management and shall be kept on file in the City Human Resources Department. 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 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. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than Twenty-Five Thousand Dollars (\$25,000), Management shall make a lump cash payment equal to the difference between the amount of Twenty-Five Thousand Dollars (\$25,000) and the total Workers' 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 Workers' 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 Workers' Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workers' 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 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 by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- 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 the 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 the beneficiary, beneficiaries or the 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 under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workers' 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 or Duty Disability Benefits which are paid or awarded up to the sum of Twenty-Five Thousand Dollars (\$25,000).
- 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 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 provisions 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".

Section 3. It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: (a) the employee retires with thirty (30) years of service and is at least 50 years old; or (b) the employee is at least 62 years old and has eight (8) years of service; or (c) the employee is disabled pursuant to the provisions of the pension ordinance.

Section 4. Management shall provide employees with a complete physical examination, including an auditory exam, based on the police exam schedule.

Section 5. Effective January 1, 1999, the City shall contribute .25% of the unit base payroll annually to the supplemental insurance fund. Effective January 1, 2000, the City shall contribute an additional .25% to this fund. Such fund shall be administered by the General Pension Board of Trustees in accordance with the provisions of an ordinance of the City of Grand Rapids.

#### **ARTICLE 27** **PENSION**

Section 1. The pension plan as amended shall be continued for the life of this Agreement. Effective January 1, 1997, the pension multiplier increases by .1% from 2.4% to 2.5% (employer contribution increases by 1%; employee contribution increases by .28%). Effective January 1, 2001, employees may retire at age 55 with 8 years of service.

#### **ARTICLE 28** **UNIFORMS**

In the event the City requires Emergency Communications Operator I and II employees to wear a uniform of a style and quality determined by the City, the City will provide such uniform at the City's expense. The City agrees to negotiate the impact of such change with the Union, when and if it occurs.

#### **ARTICLE 29** **MILITARY SERVICE VETERANS**

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

Section 2. A maximum of two (2) weeks military leave of absence with full pay in any one (1) calendar year will be granted to employees who are members of any branch of the Armed Services Reserve and who have completed their entrance probationary period. Employees who have not completed their entrance probationary period will be eligible for military leave of absence, without pay.

Section 3. Employees required to participate in weekend military training as part of Armed Services Reserve obligations may request to have their off-duty days rescheduled to accommodate such training.

**ARTICLE 30**  
**WORKERS' COMPENSATION**

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's Workers' Compensation and supplement when combined shall not exceed his/her regular allowable take home pay.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers' 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 31**  
**BULLETIN BOARDS**

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

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Union will be posted thereon. Management will call to the attention of the Union any posted material it considers objectionable and he/she will have the material removed if it is inconsistent with the spirit of this Article.

**ARTICLE 32**  
**NO DISCRIMINATION**

Section 1. The parties hereto agree that they shall not discriminate against any person because of his/her race, creed, color, national origin, age, sex, handicap, marital status, or number of dependents. There will be no discrimination against any employee because of his/her duties as a Union official, steward, or committee member.

Section 2. Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

**ARTICLE 33**  
**MAINTENANCE OF STANDARDS**

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 34**  
**AUTHORIZED REPRESENTATIVES**

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

**ARTICLE 35**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.

**ARTICLE 36**  
**VALIDITY**

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 37**  
**SAFETY**

Section 1. The parties to this Agreement shall cooperate in the establishment of safety rules and regulations. Two (2) employees of the bargaining unit shall be members of the safety committee.

Section 2. Management shall meet safety responsibilities under the Michigan Occupational Safety and Health Act (MIOSHA) and that is to furnish to each employee a place of employment free from recognized hazards, to maintain certain records and reports and to supply safety equipment as it deems necessary to meet its requirements under applicable state or federal safety acts.

Section 3. It is the responsibility of every employee under this Agreement to follow all established department safety regulations. Further, it will be the responsibility of every employee to follow all new safety regulations which may be established through local, state or federal law.

Section 4. If equipment shall be regarded as defective by a bargaining unit member, he/she shall immediately inform his/her immediate supervisor of the fact and present him/her with a list of the defects. The City shall assess the condition of the equipment and if found unsafe, shall not require employees to utilize that equipment.

**ARTICLE 38**  
**CAR ALLOWANCE AND PARKING**

Section 1. Employees properly authorized and directed by Management to use their personal automobiles in the performance of City business shall be paid twenty-five cents (25¢) per mile for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees who are employed in the City Hall, Justice Building, and Police Headquarters and who drive their personal automobile to work.

Section 3. The City will reimburse employees for equipment operation license endorsements required by Management.

**ARTICLE 39**  
**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 40**  
**TERMINATION AND MODIFICATION**

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 2001. The parties agree to begin negotiations on the amendment modification, extension and/or renewal of this Agreement with sixty (60) days written notice prior to the current year's termination date.

Section 2. 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 3. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Grand Rapids, Michigan, and if to Management, or to any such address as the Union or the Management may make available to each other.




IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 23rd day of February, 1999.

CITY OF GRAND RAPIDS

WITNESSES:

By   
John H. Logie, Mayor


Jane Magrini


By   
Mary Therese Hegarty, City Clerk

Dawn Kulak

POLICE OFFICERS LABOR COUNCIL  
EMERGENCY COMMUNICATIONS  
OPERATOR I AND II

APPROVED FOR MAYOR'S SIGNATURE

  
Assistant City Attorney

  
Jim Fetrow

  
Fred LaMaire

1.

**LETTER OF INTENT  
SICK LEAVE BENEFITS**

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of sick leave benefits.

The City has proposed various restrictions on the future use of such benefits because it is felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appears that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of sick leave with the specific understanding; however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of sick leave benefits.

2.

**LETTER OF UNDERSTANDING  
REPAYMENT OF OVERPAYMENT BY CITY**

During the 1982 negotiations, the Union expressed a concern that, on occasion, employees receive an overpayment of money from the City. When this occurs, it is necessary for the employee to make arrangements to repay the sum owed to the City. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. Such repayment shall be made in accordance with all applicable statutes.

3.

**CALL BACK STIPULATION**

- A. The call back provision shall be applicable only in the case where an employee has both punched out and actually left City premises without knowing of the need for the work involved.
- B. The call back provision shall be applicable in the case where an employee who is on the City's premises before his/her regular starting time without as yet having punched in for that shift, is assigned work by Management to be done before his/her regular starting time.
- C. Present call back pay computation practices with respect to the beginning of paid time shall be continued.

4.

**STIPULATION ON FORTY (40) HOUR WEEK**

In consideration of the above terms and conditions, the City will not reduce the work week below forty (40) hours in lieu of layoffs.

5.

**MEMORANDUM OF UNDERSTANDING  
VACATION SELECTION POLICY**

The parties agree that employees holding the classifications of Emergency Communications Operator I and II shall select their vacation leave in accordance with the same selection procedures utilized by sworn police personnel, including the following provisions:

- A. Vacation selection is by shift, per employee shift seniority, for the entire calendar year. Employees shall not be allowed to select or secure vacation which exceeds their credited amount.
- B. Employees, by shift seniority, shall be allowed to select preferred vacation in weekly increments first.
- C. After all employees on each shift have been allowed vacation selection in weekly increments, the procedure shall then be repeated with employees being allowed, once again by seniority, to select vacation in daily increments.
- D. After vacation is selected by employees in weekly and daily increments, vacation selection shall then be allowed on a first-come, first-serve basis.
- E. An employee who secures vacation during the vacation selection period and elects to change shifts at the shift bid period shall be denied that vacation if another employee on that shift had previously secured the same vacation period.
- F. An employee who secures vacation during the vacation selection period and is transferred by Management to another shift, or bumped by another employee to another shift at the shift bid period, shall have their previously secured vacation honored.

6.

**MEMORANDUM OF UNDERSTANDING  
SUBSTITUTION OF COMPENSATORY  
TIME FOR SCHEDULED VACATION**

The parties agree that compensatory time off may not be used in lieu of scheduled vacation which has been approved under the provisions of Article 20-Vacation, Section 3.

**APPENDIX A**

All persons within their original Civil Service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activity.

Class No. 951: Emergency Communications Operator I

Class No. 952: Emergency Communications Operator II

**APPENDIX B**

**BASIC ANNUAL SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 1998**

**STEPS**

Class No.	H	A	B	C	D	E	F
951	29,407	31,173	32,314	33,498	34,832	36,081	37,480
952	31,603	33,498	34,832	36,081	37,480	38,987	40,300

**BASIC ANNUAL SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 1999**

**STEPS**

Class No.	H	A	B	C	D	E	F
951	30,334	32,155	33,332	34,553	35,930	37,217	38,661
952	32,599	34,553	35,930	37,217	38,661	40,215	41,570

BASIC ANNUAL SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2000

STEPS

Class No.	H	A	B	C	D	E	F
951	31,195	33,068	34,278	35,534	36,950	38,274	39,759
952	33,524	35,534	36,950	38,274	39,759	41,357	42,750

BASIC ANNUAL SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2001

STEPS

Class No.	H	A	B	C	D	E	F
951	31,810	33,719	34,954	36,234	37,678	39,028	40,542
952	34,185	36,234	37,678	39,028	40,542	42,172	43,593

