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6/30/97

AGREEMENT  
BETWEEN  
CITY OF GRAND RAPIDS  
AND  
POLICE OFFICERS LABOR COUNCIL  
CRIME SCENE TECHNICIAN/PRISONER SECURITY GUARD UNIT

JULY 1, 1994 TO JUNE 30, 1997

*Grand Rapids, City of*

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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 "Management" and the Police Officers Labor Council, Crime Scene Technician/Prisoner Security Guard Unit, 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 Union 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. Violation 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 a finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by the Employer 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 or 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. Such rules shall be reasonable and shall relate to the proper performance of duties and shall not be applied in a discriminatory manner.

### 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 or 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.

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 AM and 5:00 PM 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 (1/2) 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 his/her 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 his/her immediate supervisor outside the bargaining unit.

##### Section 3

When an employee presents his/her 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 his/her regular wage, upon notification and approval of his/her 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.

##### Section 6

The Chief Steward shall be assigned to a position on the day shift.

### Section 7

During prior negotiations, the Union proposed that Management provide office space for Union officers at Police Headquarters. Management reported there was not sufficient space available for this; however, it was agreed that Management will designate areas for conferences as needed throughout the life of this Agreement. The Union agreed that it would communicate its request to the Deputy Chief and the Deputy Chief would see that a conference area is available.

## ARTICLE 8. GRIEVANCE PROCEDURE

### Section 1. Grievances

- 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 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 Union 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 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 employees'

immediate supervisor outside the bargaining unit or, in the case of Union grievance, shall be presented to the Chief's office. The grievance must be so presented within ten (10) calendar days after occurrence of the circumstances giving rise to the grievance or ten (10) calendar days from when the grievant should reasonably have known of the occurrence, not including the day of occurrence.

- B. Grievance 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.
- C. 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.

#### Step 2

- A. The Union may initiate a demand for arbitration by serving written notice to arbitrate a grievance with the City's Labor Relations Office 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 rank 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 of the employee's election 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

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 select 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 the Employer 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 Chief Steward 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 and/or benefits will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure. The employer, upon a finding, shall pay the employee within thirty (30) days of receipt of the arbitration decision.

### Section 2

No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate. 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 Chief Steward. In cases of letters or 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 his/her discharge or discipline with his/her steward, or other Union representative, and 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 employment application after a period of two (2) years from his 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 his 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 or 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. An employee shall be allowed reasonable time to confer with his/her steward prior to and during an investigatory interview.
- 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 Union representation, if any.

**ARTICLE 11. SENIORITY**

**Section 1. Definitions**

Seniority shall mean the status attained by length of service in a particular classification.

**Section 2. Accrual of Seniority**

- A. Two (2) or more persons having equal seniority shall, when necessary, have their relative seniority determined by their relative score on the Civil Service examination for their present classification. In cases of a tie, seniority shall be determined by the highest total of the digits of the employees' Social Security numbers.
- B. All original appointments of newly-hired employees to positions in the bargaining unit 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 discharge the probationary employee. Any employee so discharged during the probationary period shall have no recourse to the grievance procedure.
- C. All promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment upon demotion.

**Section 3. Loss of Seniority**

Employees shall lose their seniority and their employment shall be terminated for the following reasons:

- A. Discharge, if not reversed.
- B. Resignation: An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.
- E. Retirement.

F. Layoff for a continuous period of six (6) months or the length of the employee's total continuous service in the Police Department, whichever is greater.

Section 4. Seniority Lists

Management shall maintain a roster of employees, arranged according to seniority showing name, position class and seniority date, and shall furnish a copy to the Union in March and September of each year.

Section 5. Application of Seniority

Seniority shall apply to shift assignment, vacations, layoff and recall and to promotion as provided in this Agreement.

Section 6. Promotions

Promotions shall be subject to the rules and regulations of the Grand Rapids Civil Service Board.

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

- A. No permanent or probationary employee shall be laid off from his/her position in the Police Department while seasonal, temporary, Community Service Worker (CSW), or provisional employees are serving in the same position class in that Department.
- B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority in the position classes affected.

Section 3. Demotion in Lieu of Layoff

Except as provided below, an employee subject to layoff who so requests within twenty-four (24) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower position in the Police Department if he/she has a greater length of total continuous service in the Police Department than another employee in that lower position class. Demotion shall be through those classes in which the employee previously held permanent status, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he/she has not previously held permanent status.

Section 4. Notice of Layoff

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

Section 5. Preferred Eligible Lists

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

Section 6: Recall from Layoff

- A. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

Section 7. Restoration to Positions from Which Demoted

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

Section 8. Promotion Outside of Bargaining Unit

- 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 his/her promotion becomes permanent, at which time his/her seniority shall be frozen.
- B. If an employee in a position outside the bargaining unit is laid off from such position, he/she may be demoted to the position of Crime Scene Technician or Prisoner Security Guard, provided the employee has held prior permanent status in such classification.

Section 9

In the event a general layoff becomes necessary, it is agreed that the parties will meet and discuss the question of what, if any, changes in the usual layoff procedure can be made in order to maintain minority representation. Unless the parties mutually agree to the contrary, the usual layoff procedure shall be used.

ARTICLE 13. SHIFT PREFERENCE

Section 1. Definitions

"Needs of the service" for the purpose of this Article shall be defined as a desirable action taken for the good of the department.

Section 2

- A. When the needs of the service permit, seniority shall be recognized as the basis of shift assignment.
- B. Shifts shall be posted in the Jail Unit and the Crime Scene Unit semi-annually for a period of seven (7) calendar days. Employees assigned to such units shall indicate their shift preference by bidding in February and August of each year.
- C. An employee reassigned or transferred between shift bid periods shall be allowed to select their shift on a seniority basis, subject to the "needs of service."

Section 3

When the "needs of service" provision is invoked for the purpose of departing from the application of seniority in making shift assignments, the reason shall be reduced to writing and copies given to the affected person and the Union.

Section 4. Shift Adjustment

Management retains the right to adjust the shift hours, however, there will be no partial adjustments, any change in shift hours will effect the entire shift. At least seven (7) calendar days notice will be given in the event shift hours are to be altered, except in the case of circumstances beyond the control and knowledge of Management such as acts of God, riots, flood, civil disorder and similar acts.

## ARTICLE 14. OVERTIME

### Section 1. Purpose

The following provisions shall govern compensation for overtime to law enforcement personnel in the bargaining unit. It is intended that the provisions of this Article comply with the provisions of the Michigan Minimum Wage Act of 1964 PA 154, MCLA 408.381.

### Section 2. Definitions

#### A. Normal Work Week and Work Day

A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods. A normal work day for such employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods for Crime Scene Technicians. Management will not reduce the regular work week to less than forty (40) hours in lieu of layoff.

During the life of this Agreement, the parties agree to meet and discuss the possibility of implementing a twelve (12) hour work schedule for bargaining unit members on a trial basis.

#### 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 for Crime Scene Technicians. Overtime shall be computed to the nearest one-quarter (1/4) hour (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. Callback

Callback shall be anytime an employee is ordered into work during times other than their normal working hours. The provisions of callback shall not apply to overtime hours worked at the end of and in conjunction with a normally scheduled shift. A callback shall have a minimum guarantee of four (4) hours of straight time pay.

### Section 3. Method of Compensating for Overtime Work

A. Overtime shall be paid at one and one-half (1-1/2) times the employee's hourly rate.

B. An employee called in for a court appearance, which shall include probate hearings, implied consent hearings, Michigan Liquor Control hearings, civil or criminal depositions related to duties, or any other administrative hearings, outside his/her regular 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 (1-1/2) for such time spent in court.

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

### Section 4. Compensatory Time Off

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 of overtime worked. Appearances before the Accident Review Board or Internal Affairs Unit or 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 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. 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.

No employee may accumulate more than 240 hours of compensatory time.

#### ARTICLE 15. NEW OR CHANGED JOBS

##### Section 1

- A. Existing classifications and job descriptions may be amended during the life of this Agreement in a manner consistent with Civil Service Board rules for the maintenance of the classification plan.
- B. 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 administrative procedures.
- C. The parties will negotiate as to the salary range for all new and/or changed jobs determined to be included in the bargaining unit.

#### ARTICLE 16. 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 1:50 PM and 9:59 PM. The third shift is defined as any work period commencing between the hours of 9:59 PM and 4:59 AM.

The following shift differentials shall apply:

- |                 |             |           |
|-----------------|-------------|-----------|
| A. July 1, 1994 | \$ .45/hour | 2nd shift |
|                 | \$ .50/hour | 3rd shift |
| B. July 1, 1995 | \$ .50/hour | 2nd shift |
|                 | \$ .55/hour | 3rd shift |
| C. July 1, 1996 | \$ .55/hour | 2nd shift |
|                 | \$ .60/hour | 3rd shift |

The parties shall meet for the purpose of adjustment if schedule changes are not consistent with the above definitions.

#### ARTICLE 17. 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 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 personnel director shall be referred to the City Manager for final determination.
- 3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/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 actual date of occurrence.

**Section 6. Acting Assignment**

An acting assignment shall only be made by Command personnel (Lieutenant or above) and shall be in writing. Employees ordered to work in a higher classification shall receive the rate of the higher classification for all hours worked in such classification. In instances of temporary acting assignments within the various divisions and units, subject to the needs of the service, Management will consider seniority.

The duration of an Acting Assignment shall be limited to one (1) year. By mutual agreement, the parties may extend the one (1) year limitation.

Any disputes with respect to this provision shall be subject to the Grievance Procedure.

**Section 7. Supplemental Agreement (Latent Prints)**

A. When a Crime Scene Technician is assigned by management to carry out job tasks involving the essential duties of an Identification Technician (a previously existing classification with the City of Grand Rapids Civil Service classification plan), he/she shall be given a temporary acting assignment in accordance with Section 6 above. In determining the appropriate pay rate during those hours in the work day or work week while performing such work, employees shall be paid at a rate of pay which is ten percent (10%) higher than his/her current rate.

B. It is expressly agreed that the essential duties for which the above acting assignment shall be made include:

1. Comparing unknown latent prints with known inked prints.
2. Identifying unknown latent prints by using such methods as the Battley Single Index File, ten-print Henry System, PalmPrint file, Right Thumb file, and Automated Fingerprint Identification System.
3. Comparison of known inked prints with existing files.
4. Classification and verification of local fingerprint files while maintaining local files.
5. Processing evidence to develop latent prints.
6. Preparing reports on latent print analysis and/or providing expert witness testimony for the Prosecutor's Office.

C. Except as expressly stated above, all existing provisions of the Agreement between the parties shall be considered unaltered and shall remain in full force and effect.



**Section 8. Field Training Officer Pay**

Employees within the bargaining unit classified as Crime Scene Technicians shall be eligible for Field Training Officer pay when so assigned in writing by Management. Field Training Officer pay shall be a premium equating to 10% above the regular hourly rate for all hours worked on such assignment.

**ARTICLE 18. 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:

<u>Service Years</u>	<u>Longevity Payment</u>	<u>Pay Step</u>
5 through 9	\$270 per year	L1
10 through 15	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

(These rates will be effective beginning with longevity payments due in June 1995.)

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 on 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**

Longevity pay shall be payable on the first payday in June and December of each year. At such time the employee shall be paid one-twelfth (1/12) of his/her annual longevity pay for each month in the prior six (6) months in which he/she worked one-half or more of scheduled duty days. Longevity pay shall be paid to the employee in a separate check.

**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 19. VACATIONS**

**Section 1. Definitions**

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

**Section 2. Vacation Allowance**

- A. An employee with less than 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 of each calendar year following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulative 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 year	10 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	11 days
6 years	12 days
7 years	13 days
8 years	14 days
9 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years	25 days
20 years	25 days
21+ years	25 days

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

**Section 3. Use of Vacation**

- A. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service. After May 1 of each year, an employee who has not used his/her seniority to select a vacation period shall not be permitted to use his/her seniority to require another employee to give up his/her previously scheduled vacation period.

- B. As of 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.
- 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. 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 7/31.
- F. 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 (1/2) 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 20. HOLIDAYS

Section 1. Holiday Pay

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

Section 2. Holidays

- A. The following shall be general paid holidays for employees:

January 1	Labor Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4	Christmas Eve
Employee's Birthday	Christmas Day

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 their birthday holiday on the day of occurrence or within thirty (30) days following the occurrence, it will be credited to their vacation bank upon request of the employee or at the end of the calendar year. No holiday premium pay shall be paid if the employee elects to work on his/her birthday.

The days on which the above holidays are observed shall be the same as those designated by the United States government except as otherwise provided in Subparagraphs "B" and "C" below.

- B. Whenever any of the above holidays fall on Saturday, holiday premium pay shall be payable only for that day.

- C. Whenever any of the above holidays fall on Sunday, holiday premium pay shall be payable only for that day.
- D. All 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. However no employee shall receive credit for more than twelve (12) holidays in any calendar year.
- E. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled workday immediately preceding and immediately following any general paid holiday.
- F. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- G. On general paid holidays, only those employees shall be on duty whose services are necessary.

### 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 (1-1/2) times their hourly rates for such hours worked, in addition to the number of hours credited as provided in "E" above.
- B. If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "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 21. SICK LEAVE

### Section 1. Definitions

- A. Immediate Family shall be the following: spouse, child, parents, grandparents, spouse's grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, step-mother, step-father, brother-in-law, and 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 covered by sick leave benefits, health and accident insurance, worker's compensation, or any combination thereof.

### Section 2. Sick Leave Accumulation

- A. An employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works one-half or more of scheduled duty 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 1/2 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. Emergency Use

1. 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 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.

2. An employee shall be entitled to take up to two (2) days paid leave, without charge to sick leave, upon the death of any member of his/her immediate family, including son-in-law and daughter-in-law. One day may be used, as reasonably necessary under instant circumstances, on occasion of childbirth.

##### 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 the Police Chief and subject to substantiation as hereinafter provided.

##### D. Compensatory Time Uses

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by the Police Chief.

#### Section 5. Excluded Uses

##### A. Paid sick leave shall not be authorized.

1. For personal injury incurred in supplemental employment.

#### Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as the Police Chief may require. 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 shall submit to a physical examination by the City physician upon the request of the Police Chief, and any employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after examination and release for work by the City physician.

#### Section 8. Unpaid Sick Leave

The City Manager shall, upon the advice and recommendation of the City physician, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board rules.

#### Section 9. Pay for Unused Sick Leave

Unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days, at the rate of One Dollar (\$1.00) per day times the years of continuous service for persons 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 (\$1.00) per day times the years of continuous service.

Section 10.

An employee who expects to be absent on sick leave must notify his/her shift commander as promptly as practical, depending on his/her circumstances, but in any event at least one-half (1/2) hour prior to the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for sick leave.

ARTICLE 22. LEAVE FOR UNION BUSINESS

Section 1

A total of six (6) 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 cumulative for the life of this Agreement, and any balance shall be carried over to a successor agreement.

ARTICLE 23. JURY LEAVE

Section 1

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

ARTICLE 24. INSURANCE

Section 1

Management shall, at its expense, provide a group hospital, medical, surgical insurance, dental insurance, and optical insurance policies 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, 1994, 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. It is understood by the parties that there will be a moratorium on any changes in the health care benefits and cost sharing for the contract period following June 30, 1994.

A. The City shall provide the following benefit improvements:

1. Ambulance benefit to reasonable and customary
2. Diagnostic x-ray and lab to reasonable and customary
3. Physical therapy - outpatient
4. Student dependent coverage to age 23
5. Prescription drug (\$4 deductible)
6. Supplemental accident to reasonable and customary
7. Radiation therapy to reasonable and customary
8. Psychiatric outpatient care
9. Dental coverage shall be 75% of reasonable and customary with a maximum benefit of \$600 per year.
10. Orthodontia benefit: 50% of reasonable and customary cost (applicable only to children up to age 19). Maximum benefit: \$1,000.
11. For those employees who have the traditional Blue Cross/Blue Shield insurance, approval for coverage must be obtained from the carrier for all prescheduled surgeries.

## Section 2

- A. Management shall, at its expense, provide a \$20,000 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" forms which shall be provided by Management and shall be kept on file in the City Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said 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 \$20,000, Management shall make a lump sum cash payment equal to the difference between the amount of \$20,000 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 the following: (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. In the event a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium for the person's spouse and dependents until such time as the covered person would have reached age 65. If, however, the spouse remarries or the spouse is covered by another health insurance policy, this provision shall not apply.
- D. 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'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.

- E. 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 Worker's Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee as the case may be shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of \$20,000.
- F. 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.
- G. 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 Worker's Compensation Act, nor shall the same be an admission of liability under said Act.
- H. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection "D".

#### 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: (1) the employee retires with 30 years of service and is at least 50 years old; or (2) the employee is at least 62 years old and has 8 years of service; or (3) the employee is disabled pursuant to the provisions of the pension ordinance.

#### Section 4

Management shall provide each employee with legal counsel for acts in the course of his/her employment which give rise to a cause of action under any civil or criminal action. The foregoing shall not apply to any cause of action arising out of: (1) ultra vires (unauthorized) acts; (2) gross negligence or willful misconduct; (3) actions taken while under the influence of intoxicating liquor or controlled substances; or (4) Workers' Compensation claims, grievances, or other claims made against the City of Grand Rapids.

### ARTICLE 25. UNIFORMS

#### Section 1

Management will initially issue at its expense five (5) "Stay Press" uniforms (uniforms to mean one [1] shirt and one [1] pair of trousers) to each employee upon hire. Thereafter, uniforms will be replaced on an as-needed, fair-wear-and-tear basis. Employees issued uniforms shall be required to wear the uniform as a continuing condition of employment. Uniforms will not be worn on off duty time.

The City will reimburse these employees for the cost of cleaning their uniforms in an amount not to exceed One Hundred Fifty (\$150) Dollars per year payable the first pay period in January of each year in one lump sum payment.

### ARTICLE 26. MILITARY SERVICE VETERANS

#### Section 1

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



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 27. WORKER'S COMPENSATION

Section 1

Management shall, for a period not to exceed a total of twenty-six (26) weeks in any calendar year for any single compensable injury, sickness or disability, supplement without charge to sick leave or vacation, worker's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and their normal weekly earnings, excluding overtime. An employee eligible for this provision shall be entitled to twenty-six (26) weeks in any calendar year for the same compensable injury, sickness or disability. Calendar year is from January 1, through December 31. In cases involving extraordinary injury, sickness or disability, the time periods contained herein may be extended by the City Manager.

Section 2

In the event an employee receives sick leave compensation and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit an employee's sick leave account with the number of days so used as sick leave.

ARTICLE 28. BULLETIN BOARDS

Section 1

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

ARTICLE 29. NO DISCRIMINATION

Section 1

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

ARTICLE 30. MAINTENANCE OF STANDARDS

Section 1

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

ARTICLE 31. AUTHORIZED REPRESENTATIVE

Section 1

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

## ARTICLE 32. SUPPLEMENTAL AGREEMENTS

### Section 1

All supplemental agreements modifying this Agreement shall be in writing and are subject to approval by the duly authorized representatives of the Police Officers Labor Council and the City of Grand Rapids.

## ARTICLE 33. VALIDITY

### Section 1

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

### Section 2

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any 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.

## ARTICLE 34. ENTIRE AGREEMENT

### Section 1

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 35. EMERGENCIES

### Section 1

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

A. Time limits for Management and Union replies on grievances.

### Section 2

In addition, and notwithstanding other Articles of this Agreement, Management reserves the right, during any such emergency, to assign employees to work without regard of their employment classification. Grievances protesting that a Management action during such emergency was a violation of this Agreement shall be filed within ten (10) working days after the end of the emergency condition.

## ARTICLE 36. HUMANITARIAN CLAUSE

### Section 1

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.

### Section 2

The City Manager or designee and Union officials may, on a case by case basis, meet and upon mutual agreement permit unit personnel to work on behalf of a disabled employee (excluding duty-incurred disability) for specified periods of time, or donate accumulated compensatory time in specified amounts, when such disabled employee has exhausted all available paid leave time. Any such agreement reached under this Section shall be reduced to written form and signed by the Union President and City Manager.

## ARTICLE 37. PENSIONS

### Section 1

The pension plan for civilian employees (Chapter 7, Pension and Retirement Benefits, Article 1-General Pension System, City Code) as amended shall be continued for the life of this Agreement.

### Section 2

The employee contribution to the pension plan shall be two percent (2%).

## ARTICLE 38. 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

The Employer 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 39. 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 located within a 1/3 mile radius from the intersection of Michigan and Monroe for all bargaining unit employees who drive their personal automobiles to work.

## ARTICLE 40. EDUCATIONAL REIMBURSEMENT AND BONUS

### Section 1. Educational Reimbursement

The existing practice with respect to reimbursement of tuition for employees who successfully complete courses approved by Management for academic credit shall continue for the life of this Agreement. Employees shall be eligible for reimbursement for up to four (4) courses per year, provided funds are available. In the event that the City of Grand Rapids becomes eligible for reimbursement in part or in full as a result of State or Federal legislation with respect to tuition and fees which are paid as a result of the above-mentioned practice, the Union will aid and assist the City of Grand Rapids in making claims and collection therefore.

Section 2. Educational Bonus

Effective January 1, 1995, every non-probationary employee within the bargaining unit classified as a Crime Scene Technician shall be eligible for an educational bonus in addition to his/her regular annual salary as follows:

- A. \$ 200 annual payment for 30 hours of college credit
- B. \$ 450 annual payment for Associate's Degree
- C. \$ 800 annual payment for Bachelor's Degree
- D. \$1,000 annual payment for Bachelor's or Master's Degree in Criminal Justice, Forensic Science, or one of the Natural Sciences

The above additional pay benefits shall not be cumulative.

ARTICLE 41. DRUG FREE WORKPLACE

Section 1. Purpose

- A. To establish and maintain a safe, healthy, drug free working environment for all employees in accordance with the Drug Free Workplace Act of 1988.
- B. To establish the terms and conditions of an employer assisted rehabilitation program for employees who voluntarily seek City assistance in overcoming any addiction or dependency problems related to alcohol or other drugs.
- C. To establish the terms and conditions of continued employment for employees found to be involved with the illegal use or possession of controlled substances.

Section 2. Employee Assistance Program

- A. Any employee may utilize the services of the City sponsored, troubled employee assistance program for drug or alcohol dependency problems. Such assistance shall be treated as confidential and no employee will be subject to disciplinary action on account of voluntarily seeking such assistance.
- B. Rehabilitation is the responsibility of the employee. Treatment programs requiring medical treatment will be treated in the same manner as any other medical problem with respect to sick leave, vacation leave, leave of absence without pay, and health insurance coverage consistent with applicable policy provisions and practices.
- C. Upon successful completion of treatment and unrestricted release for work, the employee will be returned to active duty status.

Section 3. Prescription Drugs

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their supervisor upon reporting to duty that they are under the influence of or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Police Department premises by any person other than the person for whom the drug has been prescribed for by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with items A and B above with respect to a particular prescription drug or other medicine can be disciplined or required to attend an employee assistance program on account of that particular prescription drug or other medicine.

#### Section 4. Procedures for Testing

A. The City may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances:

1. There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provisions of this Article.
2. Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses of the suspect person's appearance and behavior which would support a conclusion of a reasonable suspicion.
3. An order to submit to testing may only be issued by a supervisor of the rank of Lieutenant or higher and only after review by and approval of the Police Chief.

B. Report Procedure/Order for Test

If a supervisor (as referenced in subsection A[3] above) concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

1. The supervisor shall relieve the employee from duty and direct him/her to remain at the station. The supervisor shall take reasonable precaution to ensure the safety of the employee and immediately notify the unit commander and the Police Chief.
2. The supervisor shall prepare a contemporaneous report stating his/her reasons for seeking an order for examination. Such report shall identify the employee and any potential witnesses. The report shall be signed, noting the time and the date of the report. The report shall be immediately presented to the unit commander and the Police Chief and a copy given to the employee.
3. The employee shall be afforded an opportunity to present an explanation to the unit commander and the Police Chief.
4. If the Police Chief concludes that a test is necessary, the order will be issued verbally by the reporting supervisor and confirmed in writing by the Police Chief or his/her designee within twenty-four (24) hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.

C. Drug Testing Procedure

The procedure followed in giving the drug test will be in conformance with the Federal Regulations (Federal Register, Volume 53, No. 69, pg. 11979-11989). This includes but is not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirming tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test.

D. Alcohol Testing

Testing for alcohol will be performed by means of an evidentiary breath test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

#### Section 5. Discipline and Employee Assistance

A. An employee who tests positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly.

- B. Employees whose drug use, alcohol abuse, or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in this Article shall be treated as if he/she had tested positive under this Article.
- C. In appropriate cases, employees who test positive shall be required to participate in the Employee Assistance Program. In such cases, the employee shall be required to complete the rehabilitation program as prescribed by the program director or supervising physician as a condition of continued employment. The terms and conditions of each rehabilitation program shall be clearly set forth in a Conditional Reinstatement Agreement and executed by the employee, the Union, and the City.
- D. The City shall respond to employees who have tested positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol in a facilitative manner aimed at assisting him/her to successfully rehabilitate. Absent mitigating circumstances (including but not limited to inflicting injury or death on a member of the public or employee of the City), employees who fail to successfully rehabilitate upon completion of his/her first enrollment shall be given a second and final opportunity to again enroll and complete a rehabilitation program. However, it is specifically understood by the parties that should mitigating circumstances exist which adversely impact the image and/or interests of the City, nothing here within shall be interpreted to bar imposition of appropriate discipline up to and including discharge.

#### Section 6. Grievance Procedure

All actions taken by the City pursuant to this Article shall be subject to the provision of Article 8-Grievance Procedure.

### ARTICLE 42. COPIES OF LABOR AGREEMENT

#### Section 1

The City will provide at its expense, copy of the labor Agreement, work rules and appendices, as changes are made, to each employee covered by this Agreement. The City further agrees to provide the Union twenty-five (25) extra copies of the Labor Agreement.

### ARTICLE 43. TERMINATION AND MODIFICATION

#### Section 1

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1997.

#### Section 2

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

#### Section 3

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

#### Section 4. Notice of Termination and Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 333 Monroe Avenue, NW, Grand Rapids, Michigan; and if to Management, to City of Grand Rapids, City Hall, Grand Rapids, Michigan or to any such address as the Union or 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 21<sup>st</sup> day of February, 1995.

WITNESSES

Jane Magnificent  
[Signature]

CITY OF GRAND RAPIDS

[Signature]  
John H. Logie Mayor  
Mary Therese Jester  
Mary Therese Jester City Clerk

Approved for Mayor's signature

[Signature]  
City Attorney

POLICE OFFICERS LABOR COUNCIL;  
CRIME SCENE TECHNICIAN/PRISONER SECURITY  
GUARD UNIT

Terrence P. McFee  
Tracy J. Sam  
Julie R. Ravi

APPENDIX A

<u>Classification Title</u>	<u>Salary Range Number</u>
Prisoner Security Guard	1J
Crime Scene Technician	2J

APPENDIX B

EFFECTIVE JULY 1, 1994

	H	A	B	C	D	E	F
1J	24,675	26,151	27,149	28,139	29,187	30,340	31,437
2J	27,342	28,983	30,063	31,250	32,380	33,617	34,969

EFFECTIVE JULY 1, 1995

	H	A	B	C	D	E	F
1J	24,675	26,151	27,149	28,139	29,187	30,340	31,437
2J	27,741	29,405	30,500	31,705	32,852	34,107	35,478

EFFECTIVE JANUARY 1, 1996

	H	A	B	C	D	E	F
1J	24,675	26,151	27,149	28,139	29,187	30,340	31,437
2J	28,139	29,827	30,938	32,160	33,323	34,596	35,987

EFFECTIVE JULY 1, 1996

	H	A	B	C	D	E	F
1J	24,675	26,151	27,149	28,139	29,187	30,340	31,437
2J	28,537	30,249	31,376	32,616	33,795	35,086	36,496

EFFECTIVE JANUARY 1, 1997

	H	A	B	C	D	E	F
1J	24,675	26,151	27,149	28,139	29,187	30,340	31,437
2J	28,935	30,672	31,814	33,071	34,266	35,575	37,006



**Addendum - Labor Agreement  
Police Officers Labor Council and City of Grand Rapids**

The following provisions shall apply only to the bargaining unit employees holding the classification of Urban Corps Assistant-Community Service Worker, employed by the Grand Rapids Police Department.

1. Terms of Employment

Employees shall comply with all department prerequisites for appointment and continued employment in the Community Service Worker Program. Failure to comply with such prerequisites shall be considered by all parties as just cause to terminate employment.

2. Probationary Period

All persons appointed to the position of Community Service Worker shall successfully complete an initial probationary period of twelve (12) months of continuous employment following the effective date of appointment. At any time during the probationary period, the City Manager may discharge a probationary employee. Any employee so discharged during the probationary period shall have no recourse to grievance or Civil Service Board appeal procedure.

3. Appeal Procedure

Any employee who has successfully completed the initial probationary period may appeal a disciplinary discharge, reduction in pay, or a suspension, to the City Civil Service Board. Such appeal shall be in accordance with the provisions of Civil Service 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 any other forum. The decision of the Civil Service Board shall be considered final and binding on all parties.

4. Uniforms

The City will furnish, at its expense, a uniform to be determined by management.

5. Overtime Work

Work, authorized by management, performed in excess of 40 hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular straight time rate of pay.

6. Work Hours

A. **Work Week:** During the school term, an employee may be assigned a schedule of up to 24 hours per week; otherwise the schedule may consist of 40 hours per week.

B. **Work Day:** During the school term, an employee may be assigned to an irregular schedule of hours; otherwise the work day shall consist of eight (8) hours, excluding lunch periods, as assigned by management. Subject to the needs of the service, management will develop a rotating shift schedule. The intent of this provision is to attempt to provide employees with a stable work schedule.

7. Seniority - Layoff

A. **Definition:** Seniority shall mean the status attained by length of continuous service in the classification of Urban Corps Assistant-Community Service Worker.

B. **Layoff:** In the event of a reduction in the work force, employees shall be laid off in inverse order of their seniority.

8. Holidays

Employees who are scheduled to work on any of the recognized, designated holidays shall be paid at the rate of double time for all hours worked on the holidays as listed in Article 20, Section 2, of the basic labor agreement.

Effective July 1, 1995, employees who work on any of the recognized, designated holidays (as listed in Article 20, Section 2 of the basic labor agreement) shall be paid at a rate reflecting two and one-half (2½) times the employee's regular rate of pay for all hours worked.

In addition to the above provisions, the following indicated articles of the basic labor agreement shall apply to employees holding the classification of Urban Corps Assistant-Community Service Worker. Any article not specifically listed shall have no application to the employees in such classification.

List of Contract Articles

Agreement	
Article 1.	Recognition
Article 2.	Union Security
Article 3.	Management Security
Article 4.	Management Rights
Article 5.	Union Bargaining Committee
Article 6.	Special Meeting
Article 7.	Union Representation
Article 9.	Payment of Back Pay Claims
Article 10.	Discharge and Discipline
	Sections 1, 2, 4, 6, 7, & 8
Article 29.	No Discrimination
Article 31.	Authorized Representative
Article 32.	Supplemental Agreements
Article 33.	Validity
Article 34.	Entire Agreement
Article 35.	Emergencies, Section 1
Article 38.	Safety
Article 39.	Parking
Article 42.	Copies of Agreement
Article 43.	Termination and Modification

HOURLY WAGE SCHEDULE

EFFECTIVE JULY 1, 1994

Step	A	B	C
	7.05	7.35	7.65

EFFECTIVE JULY 1, 1995

Step	A	B	C
	7.30	7.60	7.90

EFFECTIVE JULY 1, 1996

Step	A	B	C
	7.55	7.85	8.15

Employees shall be eligible for a step increase at six month intervals, provided they receive a satisfactory performance evaluation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 21<sup>st</sup> day of February, 1995.

WITNESSES

Jane Maguire  
[Signature]

CITY OF GRAND RAPIDS

[Signature]  
John H. Logie, Mayor  
Mary Therese Jester  
Mary Therese Jester, City Clerk

Approved for Mayor's signature  
[Signature]  
City Attorney

POLICE OFFICERS LABOR COUNCIL;  
CRIME SCENE TECHNICIAN/PRISONER SECURITY  
GUARD UNIT

Dorena P. Miller  
Harold A. Saur  
[Signature]