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6/30/96

CITY OF GRANDVILLE

GRANDVILLE POLICE DEPARTMENT DIVISION  
RANK & FILE UNIT

1993-1996

*Grandville, City of*

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AGREEMENT

THIS THREE-YEAR AGREEMENT, effective July 1, 1993 through June 30, 1996, is made and entered into this 30<sup>th</sup> AC. day of December, 1993 by and between the CITY OF GRANDVILLE, hereinafter called the "City", and the POLICE OFFICERS LABOR COUNCIL, GRANDVILLE POLICE DEPARTMENT DIVISION, RANK & FILE UNIT, hereinafter called the "Division".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to work together harmoniously and to maintain a mutually advantageous relationship; and

WHEREAS, subject to law and the requirements of public service, relationships can be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

Recognition

Section 1. The City hereby recognizes the Division as the exclusive bargaining representative of all employees in the unit, as defined in Section 2 of this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. The collective bargaining unit is composed of full-time Patrolmen and Clerk/Dispatchers employed by the City in its Police Department, hereinafter called "Employees".

## ARTICLE II

### Association Representation

Section 3. The City agrees to recognize a negotiating committee. The Negotiating Committee shall represent the Division in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement. The Negotiating Committee representing the Division, as well as the Negotiating Committee representing the City, shall each be composed of not more than three (3) persons.

Section 4. The Grievance Committee of the Division shall act in a representative capacity for the purpose of processing grievances for employees at the second step of the grievance procedure and thereafter. Said procedure is set out in Article VI of this Agreement.

## ARTICLE III

Section 5a. All present employees in the bargaining unit who are now members, or who become members of the Division, shall remain members of the Division through the life of this Agreement.

Members becoming elective or appointed City officials shall resign from the Division.

Section 5b. All future employees of the City hired to positions within the bargaining unit may become members of the Division upon completion of one half of their probation period or, in the alternative, shall tender to the Division a dollar amount equivalent to the dues of the Division.

Section 5c. The City will not in any way discriminate against any employee because of his/her membership in the Division. Members may attend Division meetings while on a tour of duty, except that the vital, necessary and essential services of the City as determined by the City will not be interrupted. Prior to a meeting, the Division shall notify the Chief so that he has knowledge of members attending while on duty and where to immediately reach those members in case of urgent need or emergency.

Section 5d. Upon the employment of new employees, the City shall make such individuals aware of the Division security clause and furnish to them copies of this Agreement and the bylaws of the Division.

Section 5e. Management reserves the right to create new jobs or to change classifications. Prior to such actions becoming effective, the pay scale shall be negotiated between the Manager and the Division's bargaining team.

ARTICLE IV

Check-Off

Section 6. The City shall deduct from the pay of each employee who has submitted to the City an individually written authorization for such deduction the amount of Division dues certified to the City by the Treasurer of the Division. It shall be the responsibility of the Division Treasurer to file said authorization with the City Treasurer. The deduction of dues shall cover the current biweekly pay period in which the said deduction is made. Individual written authorizations shall be revocable by the employee upon thirty (30) days written notice to the City of upon termination of this Agreement, whichever occurs first.

Section 7. The foregoing deductions shall be made biweekly and the amounts deducted by the City, together with a duplicate list of the employees from whom wage deductions have been made, shall be transmitted to the Treasurer of the Division within a reasonable time after said deduction is made. The Division hereby expressly agrees to collect all special assessments, initiation fees and similar member charges, and the same shall not be deducted from the employee's wages by the City.

Section 8. The Division shall and hereby agrees to indemnify and save the City harmless against all claims, demands, suits or other forms of liability which shall arise out of or by reason of actions taken by the City in reliance upon certified lists furnished to the City by the Division, or because of any

claims arising out of the City's compliance with the provisions of this Article.

Section 9. The City will make available to the Treasurer of the Division the names of all employees separated from the payroll, recalled or hired, or on layoff and/or approved leaves of absence.

## ARTICLE V

### Hours and Overtime

Section 10. Overtime shall be paid at the rate of one and one half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of eight (8) hours per day or forty (40) hours per workweek. A twenty-four (24) hour period shall begin at 12:01 a.m. and end at 12:00 midnight.

Section 11. An employee's hourly rate shall be determined by dividing his annual wage shown on Schedule "A" by the product of 52 times 40. Normal workweek shall be considered five (5) consecutive workdays.

Section 12a. If any member is called in or back by a supervisor after having completed his regularly scheduled shift for the day, such member shall receive a minimum of two (2)- hours pay at straight time or pay on the basis of time and one half for actual hours worked under such circumstance, whichever is greater. Members shall also be compensated on the basis of a minimum of two (2) hours at straight time or on the basis of time and one half for actual hours spent in connection with being required to give

testimony or present evidence, in any criminal, civil or administrative matter, arising out of the performance of his/her duties. If the employee so elects, he/she will be given compensatory time off, in whole or in part, in lieu of wages earned.

Section 12b. The compensatory time off bank shall not, at any given time, exceed two hundred (200) hours. Employees who request compensatory time off, with ten (10) or more days notice, shall have their request granted, absent unusual circumstances or other staffing needs of the Department. Requests made with less than ten (10) days notice may be granted at the discretion of the Chief of Police.

## ARTICLE VI

### Grievance Procedure

Section 13. For the purpose of this Agreement, the term "grievance" means a dispute between the City and the Division or between the City and any member or members in which it is claimed that a specific provision of this Agreement has been violated, misinterpreted or misapplied.

Section 14. If any grievance cannot be orally resolved with immediate supervisor, it shall be settled in accordance with the following procedure:

Step 1 - Each grievance shall be in writing, be signed by the aggrieved employee, identify the section claimed to be violated, misinterpreted or misapplied, and presented to the Department Head or assigned Department Head within five (5) workdays after



occurrence of the matter which gave rise to the grievance, or in five (5) workdays after he/she should reasonably have known of the occurrence. The Department Head shall make a written answer within five (5) workdays thereafter.

Step 2 - If such answer is not satisfactory, it may, within ten (10) workdays after receipt, be referred in writing to the City Manager by the Grievance Committee. If any new or additional grounds or reasons are given for the grievance, it shall be refiled with the Department Head for an answer. The City Manager shall discuss the grievance with the Grievance Committee within five (5) workdays after his receipt of it, and within ten (10) workdays after such meeting shall give his written answer.

Step 3 - In the event the grievance is not satisfactorily resolved, it may be referred within twenty (20) workdays in writing by the Grievance Committee to an arbitration committee composed of the President or Vice President of the Division, the Mayor or a Councilman of the City, and a third person who is mutually agreed upon by the parties. If the said third person cannot be agreed upon by the parties, it is agreed that the Federal Mediation and Conciliation Service shall appoint said third member to the arbitration committee. The arbitration committee shall conduct a hearing within sixty (60) days after appointment of the third member. The majority decision of the arbitration committee shall be final and binding on the Division, the City and its employees. The cost of the third arbitrator shall be borne by the party which loses the arbitration case or as directed by the arbitration committee.

Section 15. No complaint or grievance shall be considered at any step unless it has been filed and processed Within the respective time limits. If a grievance is not advanced from one step to the next, as specified, it shall be considered to have been settled in accordance with the last answer made. Nothing contained in this section shall, however, prevent the parties from extending

the time limits imposed, provided it is done in writing and specifies the period of extension.

## ARTICLE VII

### Seniority

Section 16. "Total seniority" is continuous service with the City working in a position in a bargaining unit now represented by the Police Officers Labor Council, whether rank and file or supervisory, measured by the time spent on the active payroll plus approved leaves of absence, unless otherwise provided in this Agreement. "Rank seniority" is continuous service with the City working in a particular rank or classification in a bargaining unit now represented by the Police Officers Labor Council, whether rank and file or supervisory, as measured by the time spent on the active payroll plus approved leaves of absence, unless otherwise provided in this Agreement. The purpose of seniority is to provide a declared policy or right or preference affecting members' rights and privileges provided in this Agreement.

Section 17. A members' seniority list shall be prepared by the City and a copy supplied for each member of the Division. The list shall be revised to reflect the current status of members as of January 1st each year.

Section 18a. Department seniority shall be the controlling factor in layoffs from any classification, and employees shall be laid off from their classification in inverse order of seniority. After an employee is laid off from one classification, he/she shall

then have the right to use his/her total seniority to be assigned to a lower paying classification if he/she (1) has greater total seniority than an employee in such lower classification and (2) is able to perform the duties of such classification.

Recall will occur in inverse order of layoff.

Section 18b. The City will not reduce hours below forty (40) hours per workweek in place of layoffs.

Section 18c. No full-time employee shall be laid off as long as part-time employees and/or nonpaid officers are conducting the normal duties of the unit members.

Section 19. Each new employee shall be considered as a probationary employee for the first year after hiring. Each employee who is promoted to a higher rank or classification shall be considered as a probationary employee for the first six (6) months after such promotion. During his probationary period, a newly hired employee may be laid off or discharged by the City without regard for the provisions of this Agreement; the promoted employee shall retain his existing rank seniority, but during the probationary period may be returned to his former rank or classification without regard for the provisions of this Agreement. There shall be no responsibility on the part of the City for the rehiring or recalling of a newly hired probationary employee if his services have been dispensed with within the probationary period, and such employee shall have no recourse to the grievance procedure.

Section 20. Seniority shall continue while an employee is on the active payroll of the City. Seniority shall be lost and the employment relationship shall end on the following conditions:

- (a) By quit or discharge for just cause; rehire within ninety (90) days shall not interfere with previously accrued seniority; "interfere" meaning employee will receive credit for all previously earned seniority before quit or discharge.
- (b) Failure to report within one (1) week following the expiration of an approved leave of absence.
- (c) Absence from work for three (3) consecutive workdays without properly notifying the City of an acceptable reason for absence or unless otherwise excused.
- (d) Layoff or lack of work for more than eighteen (18) months.

Section 21. In case of extended non-duty sickness or injury, an employee who exhausts his/her sick leave days, vacation allowance and accumulated compensatory time off shall continue to accumulate seniority for a total of six (6) months. Thereafter, he/she shall be granted a sick leave of absence without further accrual of seniority for the duration of the recuperation period or twenty-four (24) months, whichever is shorter. Upon the Department and City receiving a physician's statement indicating the employee's fitness to return to work, he/she will be reinstated in accordance with his/her accrued seniority.

## ARTICLE VIII

### Leaves of Absence and Sick Leave

Section 22. Members may, at the discretion of the City, be granted leaves of absence without pay. During such leave, a member will not earn vacation days and will not be credited with sick leave days or seniority. Longevity will be adjusted accordingly. The City will continue to carry health and life insurance coverage on the member. However, the member will be responsible for all premiums advanced by the City while the member was on leave. Leave shall be granted on approval of the Department Head and the City Manager.

Section 23. Request for leave shall be in writing and shall be signed by the member and given to the Department Head. Such request shall state the reasons for the leave. Approval shall be in writing by the member's Department Head and the City Manager.

Section 24. It is agreed that members shall earn and be granted paid sick leave in accordance with the following schedule:

- (a) No sick leave with pay will be taken by a newly hired employee during the first six (6) months.
- (b) After completion of the six (6) months, each full-time employee shall be credited with six (6) days of sick leave and will accumulate further paid sick leave at the rate of one (1)-day per each full month of employment exclusive of leaves of absence.
- (c) Unused sick leave days shall accumulate from year to year to an unlimited amount.
- (d) The City shall prepare a roster for the Division showing the accumulated sick leave at the end of each year for each member.

- (e) Sick leave is to be used for the employee only and not for the purposes of illnesses or emergency situations that result within the employee's immediate family. If within an employee's immediate family (spouse, son or daughter) an emergency situation occurs requiring hospital or emergency room treatment (an accident of illness of spouse or child), the employee will be granted use of his/her compensatory time. If compensatory time is exhausted, the use of vacation time will be granted for such leave. If both compensatory time and vacation time are exhausted, the employee may be compensated for the time off only at the discretion of the City Manager.
  
- (f) Unused accumulated sick leave shall be paid to employees who retire from or voluntarily leave the employ of the City after completion of five (5) years or more of continuous service, to a maximum of one hundred eighty (180) days at the rate of Two Dollars (\$2.00) per day times the full years of continuous service for employees retiring, and at the rate of One Dollar (\$1.00) per day times the years of continuous service for persons voluntarily resigning. In case of death of an employee, the employee's unused accumulated sick leave shall be paid to the beneficiary of the deceased employee, to a maximum of one hundred eighty (180) days at a rate of Two Dollars (\$2.00) per day times the years of continuous service.

Section 25. Sick leave, when arranged for and approved in advance by the Department Head and City Manager, shall be granted:

- (a) When it is established to the City's satisfaction that a member is incapacitated from the safe performance of his duties because of sickness, injury, pregnancy or childbirth.
  
- (b) When death occurs in the member's immediate family (spouse, children, stepchildren, father, mother, stepfather, stepmother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren). It is understood that in the event of death of any of the parties heretofore stated, up to three

(3) days paid leave to make arrangements for and attend the funeral may be compensated for by the City with no invasion of the member's sick leave bank at the discretion of the City Manager. All members will request time off in writing to the City Manager.

Section 26. Medical certification will not generally be required to substantiate sick leave absences of three (3) or fewer consecutive workdays. Medical certificates, or in lieu thereof, a written, signed statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal. If a medical certificate supports the reason(s) given by an employee, the cost for such certification shall be borne by the City.

Section 27. Before a member employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the City that he is fit again to perform his duties.

Section 27a. If an employee covered by this Agreement becomes physically or mentally disabled to the extent he cannot perform his regular job, the City will attempt to place the employee in a position that he is physically and mentally able to perform.

Section 28. In case of a work-incapacitating injury or illness for which the employee is or may be eligible for work disability benefits under the worker's compensation law of the State of Michigan, such employee shall be allowed such salary

payments which, with his/her compensation benefit, equals his/her regular salary or wage with no invasion of sick leave bank, vacation leave or compensatory time for the first six hundred sixty (660) hours of work missed from the normal shift schedule. After the first 660 hours, the salary supplement shall be charged to the employee's sick leave bank, vacation leave and/or compensatory time proportionately to the City's contribution, unless the employee opts to waive the salary supplement and accept the compensation benefit as full payment. The employee shall draw only those benefits as are allowable under the Worker's Compensation law of the State of Michigan. The employee may designate the order in which the accumulated leave banks will be charged. Upon request made to and approval given by the City Manager, medical insurance for an employee who is unable to work because of a non-work related illness or injury shall be continued at City expense for a period of up to ninety (90) calendar days after exhaustion of the employee's sick leave bank, vacation leave and compensatory time.

Section 29. Within any one year, up to five (5) days accumulated sick leave credits may be transferred to another employee's exhausted sick leave bank upon a written request to do so being presented to the City Manager by the donor. A limit of fifty (50) days sick leave credits may be received by any employee in any yearly period.

Section 30. Military leave shall be granted as follows:

- (a) Any member who is inducted in the Armed Forces of the United States, or who joins the Armed Forces in lieu of being inducted during a



national emergency, under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service required by such original induction. Upon his honorable discharge, such member will be reinstated to his former position or one comparable to it, providing he make formal application for reinstatement within ninety (90) days of his date of discharge. Seniority and longevity credits to continue while member is in service.

- (b) Any permanent member who requests a leave of absence not to exceed, twenty (20) workdays per year to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his/her commanding officer. He/she shall be paid by the City the difference between the amount he/she receives for such training and his/her full salary.
- (c) Any member who is called out on emergency duty by any of the established Armed Forces Reserve Training Units, or by the Michigan National Guard, in order to protect the rights of the citizens of the State of Michigan or any other state or the U.S. Government, shall be paid by the City the difference between the amount he/she receives for such duty and his/her full salary for a period of twenty (20) workdays each emergency.

Section 31. In the event a member is summoned for- jury duty, a special leave of absence shall be granted for that purpose, providing he presents the court order, subpoena or summons, if one is issued to the City as far in advance as possible. He shall be expected to be at work at all hours when not serving as a juror. The pay such employee shall be entitled to for such leave shall be his basic rate for the time necessarily lost from his normal work schedule, less any amount received for such jury duty.

ARTICLE IX

Vacations

Section 32. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- (a) An employee shall not be entitled to a vacation leave during the course of the first six (6) months he/she is employed. However, he/she shall be credited with five (5) days of vacation after completing the first six (6) months. He/she shall be entitled to five (5) additional days of vacation after completing the succeeding six (6) months of employment.
- (b) After completing the second calendar year, the member shall be credited at the rate of 1.00 of a day earned for each month employed from the first anniversary date to January 1st. All vacations from that point will be earned as of January 1 each and every year.
- (c) After completing the seventh (7th) calendar year of employment, employees will receive one (1) additional day of vacation for each year worked thereafter through the fifteenth (15th) year of employment with the City.
- (d) After completing the fifteenth (15th) calendar year of employment, an employee shall be entitled to four (4) weeks of vacation leave each year.
- (e) Payment for accrued vacation credits shall be made upon retirement or termination or to an employee's beneficiary upon death. In the event excessive vacation credits were used by an employee, the employee's final pay shall be reduced accordingly.

Section 33. Vacation pay shall be computed on the basis of the employee's normal workweek.

Section 34. Although the City reserves the right to schedule vacations, it is hereby agreed that an effort shall be

made by the City to schedule vacation leave consistent with the seniority status of the employee, the desires of the employee together with the manpower and work load requirements as determined by the City.

Vacation credits shall be taken within twelve (12) months after they are earned. Employees must use no less than sixty (60) percent (round off to the nearest full day) of earned vacation within the time period stated above. Each employee shall, upon written request submitted prior to December 1, be paid for the remaining earned vacation on the second payday of December. The written request shall be submitted to the Department Head and forwarded to the City Treasurer. Such payment shall be in lieu of the time off the assignment.

ARTICLE X

Holidays

Section 35. The employees shall be entitled to holiday leaves with pay on the following recognized holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
2 Personal Business Days	

Employees shall give five (5) days notice of their intention to take said personal business days prior to doing so.

Section 36. Members shall use the personal business day at any time after January 1 and during the following twelve (12)

months. These credits shall not accumulate beyond the time specified, unless for special personal reasons, which will be approved at the discretion of the Department Head and the City Manager.

Section 37. All recognized holidays shall be celebrated on the day nationally designated for celebration of the particular recognized holiday.

Section 38. In no instances shall the vital services of the City to the community be interrupted by reason of observance of any holidays.

Section 39. Full-time employees who are required to work on any of the holidays set forth in Section 35 hereof shall be compensated as follows:

- (a) The employee shall receive compensation at the rate of two and one half (2-1/2) times his regular hourly rate for eight (8) hours plus two and one half (2-1/2) times his regular hourly rate for any additional hours the employee is required to work.
- (b) If the employee so elects, he/she will be given compensatory time off, in whole or in part, in lieu of earned holiday pay.

Section 40. All regular full-time employees shall be eligible to receive holiday pay under the following conditions:

- (a) An employee must have worked on his/her last regularly scheduled workday immediately preceding and immediately following the holiday, unless on an excused paid absence.
- (b) No holiday pay will be paid to an employee while on an unpaid leave of absence.
- (c) If a holiday occurs during the time an employee is on vacation, the employee shall receive

holiday pay for the recognized holiday and not be charged for vacation on the holiday.

Section 41. Eligible employees shall receive eight (8) hours pay at their regular hourly rate for all recognized holidays on which they are not required to work.

## ARTICLE XI

### Insurance

Section 42. The City shall pay the required premium for full-time employees, plus the full cost of coverage for his/her spouse and child dependents to the end of the calendar year in which the child attains age 19, for the hospitalization plan and dental plan described in Appendix B. An employee may, at his/her own expense, elect to extend insurance coverage for eligible dependent children or sponsored dependents to age 25 if the child is dependent upon the employee for support and is a regular, full-time student at an accredited college or university. The City shall have the right to change to another insurance carrier, providing the overall benefits of the new plan are substantially equivalent to or better than those described in Appendix B. A representative of the Bargaining Committee shall be kept advised of any efforts by the City to change carriers.

Section 43. The City will maintain its existing Law Enforcement Agency/Officers Professional Liability Insurance and its Umbrella Liability Policy, and Malpractice Insurance in the

case of EMT members, or policies which provide substantially similar protection for the life of this Agreement.

Section 44. The City shall provide fully paid Twenty-Five Thousand Dollars (\$25,000) life insurance policies for all members of the Division. This amount to be increased to Fifty Thousand Dollars (\$50,000) in case of accidental death on or off duty.

## ARTICLE XII

### Wages and Pay Period

Section 45. Classifications under this provision to be as follows: Clerk-Dispatcher and Patrolman. See Appendix A.

Each employee shall receive his/her paycheck bi-weekly. Should the Employer wish to alter the pay period to better accommodate accounting practices of the City, all unions including the POLC Rank and File will meet and confer on the proposed change.

## ARTICLE XIII

### Miscellaneous Provisions

Section 46. Time off without pay to attend funerals for persons other than those outlined specifically in this Contract may be arranged upon approval of shift supervisor, department head and the City Manager.

Section 47. It is hereby agreed that the City shall pay to the employees twenty-one cents (\$.21) per mile for the use of employee-owned vehicles on City business.

Section 48. The City will furnish to all employees of the Department physical examinations/ by the Department's physician, on the basis of one (1) exam every other year. Further, the City will furnish reasonable and necessary tests as may be required by the Department's physician. The examination and test results will be provided directly to the Chief of Police for information and evaluation. Employees shall also receive copies of their physical examinations, including any test results.

Section 49. The City shall provide a minimum of Two Hundred Dollars (\$200.00) clothing allowance per member of the Association in the Police Department budget. The Chief of Police shall determine the needs of the department and shall provide all employees with the necessary items to maintain an acceptable appearance based on the Standards of Profession. Further, the City shall assume the full cost of uniform dry cleaning for all full-time employees who are on regular duty and clothing of employees who are on assignment to plainclothes duty for more than ten (10) consecutive days, as defined in the attached letter of understanding dated June 9, 1993.

Section 50. If requested, the member will be furnished a copy of his efficiency report.

Section 51. The City will reimburse employees covered by this agreement for tuition, books and required materials needed in connection with academic courses leading to a degree in Criminal Justice or Public Administration and completed by the employee achieving an academic grade of 70% (C) or above. Employees shall

not be authorized or reimbursed educational expenses for courses in the stated fields of study in excess of actual costs for reimbursable expenses connected with one course per academic term or semester. Employees shall submit an annual academic plan prior to preparation of the annual city budget. Authorization to enroll in a course for which reimbursement is allowable shall be obtained from the Department Head and City Manager prior to enrollment.

Section 52. Employees who are employed on December 1 of each year and have then completed five (5) , ten (10) , or fifteen (15) years of service shall be eligible to receive a longevity payment of Two Hundred Dollars (\$200.00), Four Hundred Dollars (\$400.00) or Six Hundred Dollars (\$600.00), respectively. Such payment shall be made on the first pay day in December. Proportionate payments shall be made upon retirement or termination of services.

Section 53. Employees will become eligible for advancement to subsequent steps on their anniversary date of employment or sooner if merited.

Supervisors shall discuss with an employee whose merit increase could be delayed the reason for the same at least sixty (60) days prior to the employee's anniversary date, to afford the employee an opportunity to sufficiently correct the stated work or personal deficiencies. Said deficiencies shall be presented to the employee in writing and shall become a permanent part of his/her personnel file.



Section 54. There shall be a minimum of two (2) sworn police officers assigned to work on each and every scheduled shift, e.g., if there are three (3) shifts on any given day, there shall be two (2) sworn police officers assigned to work the full term of each of the three (3) shifts.

Section 54a. In the absence of a uniformed supervisor on any of the respective shifts, the senior officer shall be responsible. Accordingly, the senior employee shall be paid premium pay for all hours worked in the higher classification and provided such premium pay is authorized in advance by the Chief of Police. Premium pay shall be \$1.00 per hour.

Section 54b. Special Conference. Special conferences may be arranged between the City and the Union to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that said conferences shall not be used for the purposes of collective bargaining, unless prior consent is obtained from the other party.

ARTICLE XIV

Placement and Promotions

Section 55, When a vacancy occurs in existing sergeant's positions or a new sergeant position is created within the department, the position shall be posted in the department. Upon posting the position, tests and evaluations will be completed within four (4) weeks after posting period. Appointments shall be made within two (2) weeks. Advancements within the police department will warrant a raise in pay.

Section 55a. Promotional Procedure/Sergeant. Promotions to the rank of sergeant shall be filled in the following manner:

Notice of examination and position to be filled shall be posted within the Grandville Police Department for a period of twenty-one (21) days prior to examination date. To qualify as a candidate for testing and promotion the applicant must have achieved the top seniority pay step for police officer prior to applying. A competitive promotional process shall determine the most qualified applicants. The process shall include a written examination, oral board examination and consideration of seniority. In determining each applicant's score, weight shall be assigned as follows:

- |    |                                    |                  |
|----|------------------------------------|------------------|
| 1. | Written Examination                | 60 points        |
| 2. | Oral Examination                   | 30 points        |
| 3. | Seniority Points                   | 10 points (max.) |
|    | (1 point per full year of service) |                  |

### Written Test

The written test shall be developed by the Chief. The written test shall relate to law enforcement, with an emphasis on police firstline supervision. The written test shall be supervised by the Chief. The results will not be disclosed in points, only pass/fail. Candidates shall be afforded time to review the written test with Chief of Police after scoring. Candidates achieving a score of seventy-five percent (75%) or above shall continue through the completion of the promotional process.

### Oral Board

The oral interview board shall be made up of three (3) persons. One (1) of which shall be from another police agency with the rank of sergeant. Another member to be a person working in criminal justice. The third member to be a person familiar with City services and promotional practices, either as an employee of the City of Grandville or another jurisdiction.

### Promotion

Candidates shall be allowed to contact Chief for their scores. The highest ranking candidate shall be awarded the rank of sergeant. Should within the first six (6) months after promotion and during the probationary period, should the promoted employee not retain the rank of sergeant, the next higher ranking employee for the test group shall be awarded the rank of sergeant.

Section 55b. Other City Department Openings In addition to posting department positions, it is agreed that all City openings will be posted in the department.

ARTICLE XV

City Rights

Section 56. It is recognized that the City retains all rights and power with respect to managing the affairs of the City which it has by virtue of the laws and City Charter except as the exercise of such rights or powers is modified by the specific terms of this Agreement. Except as provided in this Agreement, the Association recognizes the:

- (a) Right of the City to operate and manage its affairs in all respects.
- (b) Exclusive right of the Chief of Police to establish departmental rules and procedures.
- (c) City and the Chief of Police have the exclusive right to schedule overtime work as required in the manner most advantageous to the City, commensurate with the applicable provisions of this Agreement.
- (d) Fact that every duty connected with operations enumerated in job descriptions is not always specifically described, and it is intended that all such duties shall be performed by the employee.
- (e) The City, the City Manager and the Chief of Police reserve the right to lay off employees of the Police Department as stipulated in Section 18 of this Agreement.
- (f) The City and the Chief of Police shall have the right to transfer employees within the Police Department in a manner most advantageous to the City.

- (g) The City, City Manager and Chief of Police shall retain all rights and authority to which by law they are entitled.
- (h) The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government. Upon such transfer, all agreements are to be reviewed and any changes as it affects personnel of the department will be negotiated.
- (i) The City shall have the authority to consolidate the operations of two (2) or more departments and to reorganize the operations within a department or departments.
- (j) The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- (k) The City shall not discharge or discipline any employee except for just cause.

ARTICLE XVI

No Strike

Section 57. The Division agrees that during the term of this Agreement it and its members will not call or participate in any strike or other interruption of or interference with the normal business or activities of the City.

ARTICLE XVII

Section 58a. The City will pay the amounts previously contributed by employees as their share of the cost of continuing the existing retirement plan (MERS C-1 Plan), provided, however, that if MERS changes the regular employee contribution formula (3%

of the first \$4,200 and 5% of the balance of an employee's compensation), employees will then begin to pay such increased amount.

Section 58b. An employee who retires at 55 years of age or older and his/her spouse shall be eligible for health insurance subject to the following:

- (1) This coverage begins on the date of early retirement from the City's service and continues until the employee becomes eligible for Medicare or age 65, whichever occurs first.
- (2) The City's cost for providing such coverage shall be limited to the existing cost of the coverage provided at the time of retirement. Any increase in cost of coverage after the date of retirement shall be paid by the employee.
- (3) Prescription drug card to be made available to all non-Medicare retirees with a \$5 drug co-pay.

Section 58c. Effective July 1, 1994, the retirement plan shall be upgraded from MERS B-2 Plan with F-55/15 Rider to the MERS B-3 Plan with F-55/15 Rider, with the employee paying the actual cost of such upgrade through payroll deduction. Payroll deduction for retirement shall be capped at 2/10ths of one percent (.2%) of wages from July 1, 1994, to July 30, 1995, and capped at 4/10ths of one percent (.4%) of wages from July 1, 1995, to June 30, 1996.

New officers hired after July 1, 1993, will not participate in the MERS defined benefit retirement plan, but shall be placed in a defined contribution retirement plan, with the City contributing five percent (5%) of gross annual wages to such plan.

Section 59a. It is understood that the normal work shift assignments shall be awarded to patrol persons on a seniority preference basis, highest to lowest.

Section 59b. Shift bid preferences shall be made for eighty-four (84) day periods. Eight (8) hour shift hours shall be identified as at least two (2) eight-hour work shifts for each of three (3) eight-hour shift designations within each twenty-four (24) hour period, not more than one (1) relief shift per eight-hour shift, and not more than one (1) floating or varying relief shift per twenty-four (24) hour period. The floating shift shall allow at least sixteen (16) hours between scheduled duty periods. Each employee shall bid by their seniority, with the employee having the greatest seniority having the first choice. Shift bidding will be completed at least fifteen (15) calendar days prior to the start of an eighty-four (84) day work/bid period. Once an employee bids a shift for an eighty-four (84) day period, no change shall be made to the shift assignment without the mutual approval of the affected employee and the Department Head, except under any of the following conditions:

- (1) In case of illness, injury or an effort to grant equitable vacation, an abnormal or unusual work situation would exist and temporary shift reassignments would be expected and accepted by the affected employees. These temporary reassignments will be made by the management of the Police Department.
- (2) When the Chief of Police has determined that in the best interests of the City the Department and/or the individual employee personnel must be transferred to different shift assignments

regardless of seniority status or preference to accomplish specific training, attend scheduled schools or prepare for reassignment, such transfers shall be binding on all specifically affected.

Section 59c. A probationary employee shall be assigned to one relief shift for four (4) consecutive eighty-four (84) day periods during his/her probationary period. Which of the relief shifts the probationary employee works, and in what rotation, shall be at the discretion of the Chief. However, the probationary employee shall not displace an employee during an eighty-four (84) day shift period. Once a probationary employee completes four (4) consecutive eighty-four (84) day periods, he/she shall then be subject to the shift bid provisions. The Chief shall give as much advance notice as possible what shift the employee will be assigned to.

Section 60. This Agreement shall remain in full force and effect until July 1, 1996, and shall be automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred (120) days prior to the expiration of this Agreement or any anniversary thereof.

Section 61. This Agreement contains the entire agreement between the parties, and during its term neither shall be required to bargain on any subject, whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement to discuss changes, modifications and problems concerning this



Agreement. They shall further carry on discussion with respect to grievances and any additional problems concerning wages, hours and conditions of employment.

Witnessed:

POLICE OFFICERS LABOR COUNCIL,  
GRANDVILLE POLICE DEPARTMENT  
DIVISION, RANK & FILE UNIT

\_\_\_\_\_  
*Mary Meurer*

By *Fred LaMaie*  
*James J. Quinn*  
*Robert A. Vainmo* \_\_\_\_\_

/A-30-93

*W. Davis Beck*  
\_\_\_\_\_  
*Kenneth J. Kimball*

CITY OF GRANDVILLE

By *Jim Beck*  
\_\_\_\_\_  
Mayor  
*Sharon Streelman*  
\_\_\_\_\_  
City Clerk

APPENDIX A

WAGES

Effective July 1. 1993

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Patrolman	\$26,515	\$28,515	\$30,800	\$33,127	\$35,765
Clerk/Dispatcher	\$17,183	\$18,253	\$22,094	\$23,535	\$25,206

Effective July 1. 1994

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Patrolman	\$27,443	\$29,513	\$31,878	\$34,286	\$37,017
Clerk/Dispatcher	\$17,784	\$18,892	\$22,867	\$24,359	\$26,088

Effective July 1. 1995

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Patrolman	\$28,404	\$30,546	\$32,994	\$35,486	\$38,313
Clerk/Dispatcher	\$18,406	\$19,553	\$23,667	\$25,212	\$27,001

A patrolman shall receive an additional three percent (3%) of his regular hourly salary for each hour worked while on an assignment to plainclothes duty for more than ten (10) consecutive days.

APPENDIX B

INSURANCE

SCHEDULE OF BENEFITS

1. ELIGIBILITY

ELIGIBLE EMPLOYEES: All full-time employees of the City who are working a minimum of thirty (30) hours per week.

INITIAL ELIGIBILITY DATE FOR NEW EMPLOYEES: The first day of the month following completion of thirty (30) continuous days of active employment with the City.

AGE LIMITATION FOR ELIGIBLE DEPENDENT CHILDREN: The end of the year in which the child attains age 19, except that a regular full-time student at an accredited college or university who is dependent upon the employee for support is eligible until age 25.

SPONSORED DEPENDENTS: Certain dependents other than children may qualify for coverage under this Plan. Please consult the definition of "Dependent" for details.

2. COVERED BENEFITS

FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS

<u>Type of Coverage</u>	<u>Benefits</u>
SUPPLEMENTAL ACCIDENT BENEFIT	
Maximum payable at 100% per accident	\$ 300.00
HOSPITAL REVIEW NON-COMPLIANCE PENALTY	\$ 250.00
HOSPICE CARE BENEFIT:	
Payable at	100%
Maximum Lifetime Benefit	" \$5,000.00
Maximum Periods of Treatment	6 months
PRESCRIPTION DRUG BENEFIT:	
Co-Pay Amount per Prescription or Refill	\$5.00

ELIGIBLE MAJOR MEDICAL EXPENSES

	PPOM	NON-PPO DED. \$200/400
HOSPITAL EXPENSE		
I/P Room & Board	100%	80%
I/P ICU	100%	80%
I/P Miscellaneous	100%	80%
O/P ER/Emergency	\$25 copay/100%	80%
O/P Operating Room	100%	80%
O/P Clinic	100%	80%
OUTPATIENT FACILITY EXPENSE		
OUTPATIENT FACILITIES		
Ambulatory Surgical Centers	100%	80%
Emergency Air Ambulance	80%	80%
AMBULANCE		
Ambulance Transportation	80%	80%
Emergency Air Ambulance	80%	80%
PHYSICIANS EXPENSE		
Hospital Visits	100%	80%
Emergency Medical Care	100%	80%
Office & Home Visits	\$10 copay/100%	80%
Home Visits	100%	80%
Consultations	100%	80%
Routine Physicals/Tests	\$10 copay/100%	NC
Well Child Care/Immunizations	\$10 copay/100%	NC
Surgeon/Assistant Surgeon	100%	80%
Anesthesiologist	100%	80%
Other Physician Service	100%	80%
RADIOLOGIST/PATHOLOGIST EXPENSE		
Diagnostic/Laboratory Tests	100%	80%
Radiation & Chemotherapy	100%	80%
OTHER ELIGIBLE MEDICAL EXPENSES		
Therapy	100%	80%
Orthopedics	100%	80%
Prosthetics	100%	80%
Medical Supplies/Services	100%	80%
Extended Care	100%	80%
Hospice	100%	80%
Home Health Care	100%	80%
MENTAL NERVOUS/SUBSTANCE ABUSE		
Inpatient	75%	50%
Outpatient	75%	50%

DENTAL CARE EXPENSE BENEFIT PLAN #21

POLICE, SUPERVISORY AND OFFICERS

Class I - Preventive, payable at .....75%

- Regular Examinations
- X-rays and laboratory tests
- Emergency treatment for relief of pain
- Cleaning and fluoridation
- Children's space maintainers

Class II - Restorative, payable at .....50%

- Fillings and crowns
- Root canals
- Treatment of gums and bones
- Surgical extractions
- Adjustment and relining of existing dentures and bridges
- General anesthesia

Class III - Prosthodontic, payable at .....50%

- Construction and installation of NEW dentures and bridges

Class I, Class II, and Class III combines

Annual Maximum Benefit.....\$1,000

Class IV - Orthodontic, payable at .....50%\*

Lifetime Maximum Benefit.....\$1,000

\*Orthodontic benefits are available only to dependent children under age 19.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is mutually agreed to by the City of Grandville and the Police Officers Labor Council, Grandville Police Department Division Rank and File Unit. This memorandum shall remain in effect from J^UA V, 1990, until either the City or the Rank and File Unit exercises the notice of discontinuance.

In order to properly institute a 3/12 (three day/twelve hour) shift program, the following Articles and Sections of the Collective Bargaining Agreement are amended to read:

ARTICLE V  
HOURS AND OVERTIME

Section 10 Overtime shall be paid at the rate of one and one half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of twelve (12) hours per day or eighty-four (84) hours in a fourteen (14) day pay period. Employees shall for the 84 hours worked in a pay period receive 80 hours at the employee's hourly rate and four hours of compensation time earned. A twenty-four (24) hour period shall begin at 12:01 A.M. and end at 12:00 Midnight.

Section 11 ...Normal work period shall consist of seven days worked in a fourteen day period according to the staggered configuration of the 3/12 schedule.

Section 12 (b) The compensatory time off bank shall not, at anytime, exceed two hundred (200) hours.

ARTICLE VIII  
LEAVE OF ABSENCE AND SICK LEAVE

Section 24(b) After completion of the six months, each full-time employee shall be credited with 48 hours of sick leave, and will accumulate further paid sick leave at the rate of eight (8) hours per each full month of employment exclusive of leaves of absence.

Section 24(f) Unused accumulated sick leave shall be paid to employees who retire from or leave the municipal service after completion of five (5) years or more of continuous service to a maximum of fourteen

hundred and forty (1440) hours at the rate of \$2.00 for each eight (8) hours times the full years of continuous service. In case of death, unused accumulated sick leave pay shall be paid to the beneficiary of the deceased employee.

ARTICLE IX  
VACATIONS

Section 32 (a) (b) (c) (d) All stated days are understood to be earned at one day equals eight (8) hours. It is further understood that while on a 3/12 schedule all vacation days used are at one day equals twelve (12) hours.

Section 33 Vacation pay shall be computed on the basis of 40 hours pay plus two hours compensatory time earned for each seven day period and at twelve hours per vacation day used.

ARTICLE X  
HOLIDAYS

Section 35 Personal days shall be taken at the rate of one (1) personal day equals twelve (12) hours.

Section 39(a) The employee shall receive compensation at the rate of two and one-half (2 1/2) times their regular hourly rate for twelve (12) hours plus two and one-half (2 1/2) times their hourly rate for any additional hours the employee is required to work.

Section 41 No change unless the day is a date on which the employee would have been scheduled to work twelve (12) hours, the twelve (12) hours shall be awarded. If the hours would be in addition to the 84 in a pay period then an eight (8) hour award will continue.

ARTICLE XVII

Section 59(a) This shall be the total governing language for shift bidding.

Section 59(b) This section shall be suspended for the full term of memorandum of understanding, except as to the provisions in paragraph seven and sub-paragraphs 1 & 2.

This memorandum of understanding shall be a clear indication of mutual willingness to enter into the 3/12 shift program. Both the Chief of Police and Rank and File Unit members agree to continue discussion and to dispose amicably of any problems which might arise in the course of this program or provisions of the collective bargaining agreement which might, through unintentional oversight, be inconsistent with this memorandum of understanding or interfere with the successful implementation or operation of the 3/12 program.

Finally, it is agreed that either party may exercise discontinuance of the 3/12 shift program by notifying the other party of this intention at least eighty-four (84) days prior to the desired date of discontinuance. Should the 3/12 shift program be discontinued, it is agreed that the work schedule would return to the five (5) day, forty (40) hour shift schedule.

POLICE OFFICERS LABOR COUNCIL  
Grandville Division  
-Rank and File Unit

CITY OF GRANDVILLE

BY *Robert H. Vanoff*  
*President*  
Its *Bargain Chairman*

BY *James M. Dink*  
*MAYOR*  
Its \_\_\_\_\_

12-30-93  
Date

12-30-93  
Date

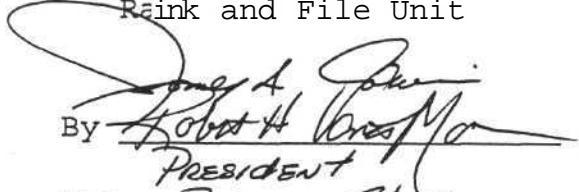


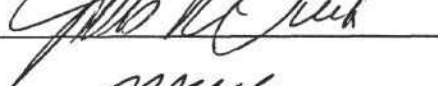

LETTER OF UNDERSTANDING - DRUG TESTING

The parties mutually agree to establish a committee to work with the City Manager's office on implementation of a policy or guidelines addressing the issue of drug and alcohol testing issues.

POLICE OFFICERS LABOR COUNCIL  
Grandville Division  
Rank and File Unit

CITY OF GRANDVILLE

BY   
PRESIDENT  
Its BARGIN CHAIRMAN

BY   
Its 

12-30-93  
Date

12-30-93  
Date

MEMORANDUM OF UNDERSTANDING

The MERS Military Service Credit Option will be offered to the membership of the POLC Rank and File sometime during the period of this contract, 1993-1996. Specifics as to timing will be arranged.

This Memorandum of Agreement is valid and remains in effect until June 30, 1996.

CITY OF GRANDVILLE

12-30-93

Date

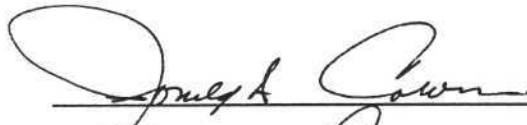


MAYOR

POLC RANK AND FILE

12-30-93

Date



LETTER OF UNDERSTANDING  
Uniform Dry Cleaning Arrangements  
June 9, 1993

Procedures:

1. Billing will be direct to the City of Grandville by the vendor. There will be no charge to the employee.
2. Work clothing which may be dry cleaned includes uniform shirts, uniform pants, ties, thin jackets and jackets with liners. Officers assigned to plain clothes duty may submit for cleaning 2-piece suits, 3-piece suits, sport coats, pants, plain-clothes officers' shirts, and sweater/sweater vests if worn while on duty.
3. Employee usage of the dry cleaning benefit shall be relative to actual need. There shall be a general limit of no more than 4 uniform shirts and 3 uniform pants per week plus one jacket per month or the equivalent in other items (3 sport coats and 3 pants or 3 sweaters and 3 pants or 3 suits per week), however, the limits may be exceeded in special circumstances when approved by the Chief of Police.
4. Vendor program to be implemented beginning April 1, 1994. It is agreed the December, 1993 dry cleaning allowance will be the full and final payment for all dry cleaning costs incurred by employees through March 31, 1994.

POLICE OFFICERS LABOR COUNCIL  
Grandville Division  
Rank and File Unit

By   
**J Z7>>**  
**PRESIDENT I**  
Its ^ / ^ C2<QU2A9\*\*J

12-30-93  
Date

CITY OF GRANDVILLE

By   
Its

12-30-93  
Date

LETTER OF UNDERSTANDING

The City of Grandville and the Police Officers Labor Council agree that when it becomes necessary to establish a defined contribution retirement plan pursuant to Section 58c, the parties will meet and mutually select the plan administrator or investment advisor.

POLICE OFFICERS LABOR COUNCIL  
Grandville Division  
Rank and File Unit

CITY OF GRANDVILLE

By [Signature]  
[Signature]  
PRESIDENT  
Its BARGIN CHAIRMAN

By [Signature]  
Its [Signature]

12-30-93  
Date

12-30-93  
Date