

1393

6/30/96

CITY OF GRANDVILLE

**GRANDVILLE POLICE DEPARTMENT DIVISION
SUPERVISORY UNIT**

1993 -- 1996

Grandville, City of

A G R E E M E N T

THIS THREE-YEAR AGREEMENT, effective July 1, 1993 through June 30, 1996, made and entered into as of the 1st day of July, 1993, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the POLICE OFFICERS LABOR COUNCIL, Grandville Police Department Division, Supervisory Unit, hereinafter called the "Division."

W I T N E S S E T H:

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 the 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 Sergeants 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 meeting 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 represented by 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 5. (a) 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. (b) All future employees of the City of Grandville hired to positions within the bargaining unit may become members of the Division upon completion of one half of his/her probation period or, in the alternative, shall tender to

the Division a dollar amount equivalent to the dues of the Division. (c) The City of Grandville 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. (d) 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. (e) 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 days written notice to the City or 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, 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 working days.

Section 12. (a) 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 or her duties. If the employee so elects, he or she will be given compensatory time off, in whole or in part, in lieu of wages earned. (b) The compensatory time off bank shall not, at any time, exceed two hundred (200) hours.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 13. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Division, or between the City and any member or members, concerning working conditions not specifically set forth herein and the effect,

interpretation, application, claim of breach or violation of this Agreement.

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 and presented to the Department Head or assigned Department Head within five (5) working days after occurrence of the matter which gave rise to the grievance, or in five (5) working days after he should reasonably have known of the occurrence. The Department Head shall make a written answer within five (5) working days thereafter.
- Step 2 - If such answer is not satisfactory, it may, within ten (10) working days 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 within five (5) working days after his receipt of it with the Grievance Committee and within ten (10) working days after such meeting give his written answer.
- Step 3 - In the event the grievance is not satisfactorily resolved, and if it involves a discharge, demotion, suspension, decrease in pay or insurance benefits, or a promotion, it may be referred within twenty (20) working days 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 of Grandville, 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 Michigan Employment Relations Commission 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 shared equally by the City and the Association.

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 the bargaining unit now represented by the Fraternal Order of Police, 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 of 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 18. (a) Rank seniority shall be the controlling factor in layoffs from any rank or classification, and employees shall be laid off from their rank or classification in inverse order of rank seniority. After an employee is laid off from one rank or classification, he shall then have the right to use his total seniority to be assigned to a lower rank or classification if he (1) has greater total seniority than an employee in such lower rank or classification, and (2) is able to perform the duties of such rank or classification. (b) The City will not reduce hours below forty (40) hours per week in place of layoff. (c) No full-time employee shall be laid off as long as part-time employees 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 week following the expiration of an approved leave of absence.
- (c) Absence from work for three consecutive working days without properly notifying the City of an acceptable reason for absence or unless otherwise excused.
- (d) Layoff for lack of work for more than eighteen (18) months.

Section 21. In case of extended sickness an employee who exhausts his sick leave days and vacation allowance shall continue to accumulate seniority for a total of twelve (12) months. Thereafter, he shall be granted a sick leave of absence without further accrual of seniority for the duration of the sickness. Upon receiving a doctor's statement indicating employee fitness for return to work, he will be reinstated in accordance with his accrued seniority.

ARTICLE VIII
LEAVE OF ABSENCE AND SICK LEAVE

Section 22. Members may, at the discretion of the City, be granted leaves of absence without pay. Also, 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 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 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 day per each full month of employment exclusive of leaves of absence.
- (c) Unused sick leave 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) When unusual situations or emergencies exist in the member's immediate family, he may be compensated for the time off by the City with no invasion of the member's sick leave bank. This will be at the discretion of the City Manager.
- (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 one hundred eighty (180) days at a rate equal to one third (1/3) of the employee's daily rate. In case of death, such unused accumulated sick leave pay shall be paid to the beneficiary of the deceased employee.

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 or less consecutive working days. 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.

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 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 benefits, 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 sick 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 28(a). If an employee covered by this Agreement becomes physically or mentally handicapped 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 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 makes 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) working days 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 Commanding Officer. He shall be paid by the City the difference between the amount he receives for such training and his 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 receives for such duty and his full salary for a period of twenty (20) working days 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 is employed. However, he shall be credited with five (5) days of vacation after completing the first six (6) months. He 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 7th calendar year of employment, employees will receive one additional day of vacation for each year worked thereafter through the 15th year of employment with the City.
- (d) After completing the 15th calendar year of employment, an employee shall be entitled to four (4) weeks of vacation leave each year.
- (e) Payment for accrued vacation credit 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 final pay of the employee 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 workload 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 (rounded off to the nearest full day) of earned vacation within the time period stated above. Each employee shall, upon written request, be paid for the remaining earned vacation. Such payment shall be in lieu of 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, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day and two (2) personal business days (earned as of December 31 each year). Employee shall give five (5) days notice of his intention to take said personal business days prior to doing so.

Section 36. Members shall use the personal business days at any time after January 1 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 or 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 child dependents to 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. 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 agrees to provide adequate false arrest insurance and malpractice insurance in the case of EMT members.

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 or on off-duty.

ARTICLE XII
WAGES

Section 45. Classifications under this provision to be as follows: Sergeant. See Appendix A.

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 employee twenty-one cents (21¢) per mile for use of the 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 the 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 July 29, 1994.

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. 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.

ARTICLE XIV
PLACEMENT AND PROMOTIONS

Section 54. When a job or new opening appears in the department, the job shall be posted in the department. Upon posting the job and upon the City receiving an adequate number of qualified applications, tests and evaluations will be completed within three weeks and appointments made within one additional week. Advancements within the Police Department will warrant a raise in pay. Placement or advancement shall be at the City's discretion and the City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies.

In addition to posting departmental positions, it is agreed that all City openings will be posted in the department.

Supervisor 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 personnel file.

ARTICLE XV
CITY RIGHTS

Section 55. 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 power 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) City, City Manager and Chief of Police shall retain all rights and authority to which by law they are entitled.
- (h) 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) City shall have the authority to consolidate the operations of two or more departments, and to reorganize the operations within a department, or departments.
- (j) 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 dismiss or discipline any employee except for just cause.

ARTICLE XVI
NO STRIKE

Section 56. 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 57a. 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 June 30, 1995, and capped at 4/10ths of one percent (.4%) of wages from July 1, 1995, to June 30, 1996.

New Sergeants 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.

Sergeants promoted from the patrol officers' unit who are presently participating in the MERS defined benefit retirement plan, shall have the option of continuing in the MERS plan or electing the defined contribution retirement plan.

Section 57b. The City will pay the existing monthly premium for basic Blue Cross Hospital, Surgical and Medical Plan and Master Medical Plan for any Sergeant and spouse eligible for a retirement benefit who retires from the City's active service after reaching age 55 beginning with the date of such retirement at or after age 55 and continuing until the retiree becomes or could have become eligible for Medicare coverage. A prescription drug card with a \$5 drug co-pay will be made available to all non-Medicare retirees.

Section 58a. It is understood that the normal work shift assignments shall be awarded to sergeants on a seniority preference basis, highest to lowest.

Section 58b. Shift bids shall be made each fifty-six (56) days beginning February 1, 1988. The Sergeant with the highest seniority shall bid one 56-day bid of choice, and shall retain first bid of choice status on an every other bid cycle.

The Sergeant with the second highest seniority shall bid as first priority of choice in the second 56-day bidding period.

The Sergeant with the third highest seniority shall bid as first priority of choice in the fourth 56-day bidding period.

The Sergeant with the fourth highest seniority shall bid as first priority of choice in the sixth 56-day bidding period.

The cycle shall be repeated after the sixth 56-day bidding period.

During the bidding period, the second, third and fourth bids of choice for that bidding period shall be made in consecutive order following the seniority of the Sergeant making the first priority bid of choice, i.e., when the second highest seniority bids first, third highest seniority bids second, fourth highest seniority bids third and first seniority bids fourth.

The bidding shall be completed at least fifteen (15) calendar days prior to the actual shift change. Once an employee bids a shift, no changes shall be made without the mutual approval of the affected employee and supervisor, except under any of the following conditions:

1. It is understood that illness, injury and the desire to grant equitable vacation periods constitute an abnormal or unusual work arrangement and temporary shift reassignments are expected and accepted.

These temporary reassignments are made by the management of the police department.

2. It is further understood that should a situation arise where the Chief of Police has determined that it is in the best interest of the City, the Police Department and/or the individual, personnel can and may be transferred to different shifts regardless of seniority status or preference. Reasons for such transfer are training or school attendance and preparation for reassignment.

Section 59. This Agreement shall remain in full force and effect through June 30, 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 twenty (120) days prior to the expiration of this Agreement or anniversary thereof.

Section 60. 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 grievance and any additional problems concerning wages, hours and conditions of employment.

Witnessed:

POLICE OFFICERS LABOR COUNCIL,
GRANDVILLE POLICE DEPARTMENT
DIVISION, SUPERVISORY UNIT

By _____
Paul LaMaie

By Don Stevens

CITY OF GRANDVILLE

Witnessed:

Mary Meines

By James R. Auck

Sue Richard

By W. Davis Bach

APPENDIX A

WAGES

	<u>7-1-93</u>	<u>7-1-94</u>	<u>7-1-95</u>
Sergeant - Annual Salary	\$39,699	\$41,089	\$42,527

The wages stated above are 111% of the base wage paid to the top step patrolman per Appendix A of the Rank and File Unit Agreement.

An employee shall receive an additional 3% of his regular hourly salary for each hour worked while on an assignment to plainclothes duty for more than 10 consecutive days.

Sergeants base wages shall be 111% of the base wages of a top step patrolman per Appendix A of the Rank and File Agreement.

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

	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	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%

Maximum Lifetime Benefit for Major Medical Expenses per Covered Person \$1,000,000.00

Maximum Annual Benefit for Mental/Nervous Expense per Covered Person \$15,000.00

Maximum Annual Benefit for Outpatient of Mental/Nervous Conditions and Substance Abuse \$ 2,750.00

Maximum Benefits in Any Two or More Years for Outpatient Treatment of Mental/Nervous Conditions and Substance Abuse \$ 5,000.00

Maximum Lifetime Benefit for Mental/Nervous Expense per Covered Person \$30,000.00

Maximum Eligible Major Medical Expenses:

Daily Hospital Room & Board Limit The Hospital's Standard Semi-Private Rate

Intensive Care The Hospital's Actual Charge

Benefits

Extended Care Daily Limit The Facility's Standard Semi-Private Rate

All Other Eligible Medical Expenses Usual, Customary and Reasonable Charges

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.

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
Supervisory Unit

CITY OF GRANDVILLE

By Dan Steen

Its Bargaining Chairman

Dated: 9-29-94

By [Signature]

Its [Signature]

Dated: 9.9.94

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is mutually agreed to by the Grandville Police Department Chief of Police for the City of Grandville and the Police Officers Labor Council Grandville Police Department Division, Supervisory Unit. This memorandum shall remain in effect from January 1, 1992 and until either the Chief of Police or the Supervisory Unit exercises the notice of discontinuance.

In order to properly institute a 3/12 (3-day/12-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 receive 80 hours at the employee's hourly rate and four hours of compensatory time earned. A twenty-four (24) hour period shall begin at 12:01 A.M. and end at 12:00 midnight.

Section 12(b) The compensatory time off bank shall not, at any time, exceed two hundred and fifty (250) 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 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 a rate equal to one third (1/3) of the employee's hourly rate. In the case of death, such 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 represent twelve (12) hours pay while employees are assigned to the twelve (12) hour schedule.

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 58a

This shall be the total governing language for shift bidding.

Section 58b

This section shall be suspended for the full term of this memorandum of understanding, except as to

the provisions in paragraph seven and subparagraphs 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 Supervisory 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. Discontinuance shall not be for arbitrary or capricious reasons and is grievable on this standard only.

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.

Don Steen

For the Grandville Division
Supervisory Unit

9-29-94

Date

Witness

John R. Deeb

City of Grandville
Mayor

8.9.94

Date

Witness

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 57a, the parties will meet and mutually select the plan administrator or investment advisor.

POLICE OFFICERS LABOR COUNCIL
Grandville Division
Supervisory Unit

CITY OF GRANDVILLE

By Dan Stevens
Its Bargaining Chairman
Date 9-29-94

By [Signature]
Its [Signature]
Date 8-9-94

LETTER OF UNDERSTANDING

Uniform Dry Cleaning Arrangements
July 29, 1994

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, plainclothes 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, 1995. It is agreed the December 1994 dry cleaning allowance will be the full and final payment for all dry cleaning costs incurred by employees through March 31, 1995.

POLICE OFFICERS LABOR COUNCIL
Grandville Division
Supervisory Unit

CITY OF GRANDVILLE

By Don Steen

Its BARGAINING CHAIRMAN.

Date 7-29-94.

By [Signature]

Its [Signature]

Date 8-9-94