

**AGREEMENT
BETWEEN
THE CITY OF GRAND RAPIDS
AND
THE GRAND RAPIDS POLICE COMMAND OFFICERS ASSOCIATION**

JULY 1, 2003 THROUGH JUNE 30, 2007

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AGREEMENT

This Agreement is entered into as of this 1st day of July, 2003, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "City" or "Management" and THE GRAND RAPIDS POLICE COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Command Unit".

ARTICLE 1. RECOGNITION

SECTION 1

Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City recognizes the Command Unit as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 2

The bargaining unit consists of all Command Officers of the Grand Rapids Police Department including Police Lieutenants and Police Captains, excluding the Police Chief and the Deputy Police Chief.

SECTION 3

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

ARTICLE 2. COMMAND UNIT SECURITY AND CHECKOFF

SECTION 1

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

SECTION 2

The City will deduct regular Command Unit dues or representation fees from the pay of all employees in the bargaining unit who authorize it in writing and remit the same to the Command Unit. Such deductions shall be made every payday in the amount certified by an authorized officer of the Command Unit. If a bargaining unit member fails to pay the required membership dues or service fees directly to the Command Unit or fails to authorize same through payroll deduction, the City shall, pursuant to MCL 408.477; MSA 17.277(7) and at the request of an authorized officer of the Command Unit, deduct the membership dues or service fees from the bargaining unit member's wages and remit same to the Command Unit.

SECTION 3

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

ARTICLE 3. MANAGEMENT SECURITY

SECTION 1

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

SECTION 2

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

ARTICLE 4. MANAGEMENT RIGHTS

SECTION 1

Except as otherwise specifically provided herein, the management of the City and the direction of the work force are vested exclusively in Management, including but not limited to the following: the right to hire; the right to discipline or discharge for just cause; the right to decide job qualifications for hiring; the right to lay off for lack of work or funds; the right to abolish positions; the right to make rules and regulations governing safety; the right to determine schedules of work; the right to subcontract work (when it is not feasible or economical for the City employees to perform such work); and the right to determine the reasonable methods, processes, and manner of performing work. In exercising these functions, Management will not discriminate against any employee because of his/her membership in the Union.

SECTION 2

Rules of conduct not inconsistent herewith and in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement; however, Management shall first consult with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of a Police Officer's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to proper performance of a Police Officer's duties.

ARTICLE 5. BARGAINING AND REPRESENTATION COMMITTEE

SECTION 1

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

SECTION 2

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

SECTION 3. SPECIAL MEETINGS

- A. Management and the Command Unit agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time and place designated by Management. Each party shall be represented by not more than four (4) individuals at special meetings.
- B. The Command Unit representatives may meet at a place designated by Management on Management's property for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

- C. Employee representatives of the Command Unit at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

SECTION 4. LEAVE FOR UNION FUNCTIONS

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

ARTICLE 6. GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES

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

SECTION 2. TIME LIMITS

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

SECTION 3. ELECTION OF REMEDIES

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

- C. Grievances involving classification disputes may only be presented to the Civil Service Board.
- D. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

SECTION 4

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

A. Step 1

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

B. Step 2

- 1. In accordance with the procedures of the Federal Mediation and Conciliation Service, the Command Unit may submit a demand for arbitration within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer.
- 2. In cases involving discharge, demotion, reduction in rank or compensation, or suspension, the Command Unit may at its discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice; however, if the employee elects to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.
- 3. Upon receipt of the Command Unit's notice of intent to arbitrate, the parties shall meet and attempt to resolve the grievance in order to clarify the issues and evidence and explore a settlement.
- 4. The parties agree to select an arbitrator using the following list:

Ruth Kahn Paul Glendon Theodore St. Antoine

The parties will alternatively strike names until one name remains or will rotate through the names upon mutual agreement. The selected arbitrator will be invited to arbitrate the grievance.

Notwithstanding the above procedure, the parties may agree to reject all names on the panel and proceed with filing with the Federal Mediation and Conciliation Services (FMCS) or secure an arbitrator through another mutually agreed upon service.

5. The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Command Unit and Management.
6. The fee and expenses of the arbitrator shall be paid by the Command Unit if the grievance is denied or by the employer if the grievance is granted, or as the arbitrator directs otherwise. Upon request, Management shall make employees who are on duty available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

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

7. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appeal subject matter in any court or other forum, including any action properly taken under Title VII of the Civil Rights Act of 1964, as amended. This provision does not purport to waive any individual rights of bargaining unit members that may not be waived through collective bargaining.

ARTICLE 7. DISCHARGE AND DISCIPLINE

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

An employee against whom charges have been made by Management may be represented by Command Unit representatives designated by the Command Unit upon request of the employee.

SECTION 8. INVESTIGATORY COMPLAINTS

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

- A. If in the investigation of a complaint an employee is requested to appear before a member of Management, he/she shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- B. Upon the request of the employee for Command Unit representation, such request shall be granted and the Command Unit shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Command Unit representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.
- D. A copy of this section shall be presented to any employee subjected to this procedure prior to the start of questioning. Said copy shall be signed by the employee to indicate receipt and shall also indicate his/her waiver of right to Command Unit representation, if any.

SECTION 9

- A. A written counseling issued to an employee is not considered to be disciplinary in nature. It is the intent of a written counseling to document the discussions held with an employee regarding the department's expectations of the employee concerning work performance and/or compliance with identified rules, regulations procedures, or policies.
- B. If a written counseling is issued to an employee, a copy will remain in that employee's personnel file for a minimum of one (1) year from the date of occurrence. If during that one (1) year period there are no further behavior or performance issues addressed with the employee either through an additional written counseling or discipline, the written counseling shall be permanently removed from the employee's personnel file upon request of the employee.
- C. If a second written counseling is issued during the one (1) year period, the first written counseling will remain in the employees personnel file an additional one (1) year period from the date of the occurrence of the second counseling. If no further behavior or performance issues occur in the one (1) year period after the occurrence of the second counseling, both counselings shall be

removed from the employees personnel file upon request of the employee.

- D. If disciplinary action occurs during the one (1) year period based upon similar behavioral or performance issues, the two (2) year period as provided in Section 3A of this Article shall apply to the related written counseling(s) and the disciplinary action.

ARTICLE 8. SENIORITY, PROMOTIONS, AND LAYOFF & RECALL

SECTION 1

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

SECTION 2. PROMOTIONS

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

SECTION 3

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

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

SECTION 4

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

ARTICLE 9. OVERTIME AND WORK WEEK

SECTION 1

The City agrees to pay overtime compensation at the rate of time and one-half (1½) the employee's regular hourly rate for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. At the request of any employee eligible for overtime pay, his/her supervisor may provide that in lieu of cash payment for any overtime, the employee may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour of overtime worked. Appearances before the Accident Review Board, Internal Affairs Unit, and attendance at in-service training classes shall be at the rate of time and one-half (1½) for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year, or during the three (3) months following the end of the calendar year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. If such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary at the time of the payment of overtime. Compensatory time may be accumulated as provided above; however, no law enforcement personnel shall be permitted to accumulate more than four hundred eighty (480) hours. During the calendar year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time.

SECTION 2

The parties agree to establish a joint committee to study the use of a twelve (12) hour work shift for desk lieutenants. If the parties can identify an agreeable schedule, such schedule could be implemented on a six (6) month trial period.

ARTICLE 10. WAGES

SECTION 1

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

SECTION 2

Every employee within the bargaining unit who has completed thirty (30) hours of college credits in courses approved by Management shall be paid Two Hundred Dollars (\$200) per year in addition to his/her regular annual salary.

Every employee within the bargaining unit who has completed sixty (60) hours of college credits in courses approved by Management shall be paid Four Hundred Dollars (\$400) per year in addition to his/her regular annual salary.

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

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

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

The Associate Degree in Police Administration, the Bachelor Level Degree, and the Bachelor and Master Degrees in Police Administration shall be approved for payment if the college or university is accredited by

the Commission on Colleges and Universities of the North Central Association of Colleges and Secondary Schools, a member of the Federation of Regional Accrediting of Higher Education, or by a similar commission representing any other regional or geographical section of the United States.

The above additional pay benefits shall not be cumulative.

ARTICLE 11. NEW OR CHANGED JOBS

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

ARTICLE 12. PAY CHANGES

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

ARTICLE 13. HOLIDAYS

SECTION 1. HOLIDAYS

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

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

Whenever the employee's birthday falls on the day considered as one of the other paid holidays, the next calendar day shall be considered as the employee's birthday. A birthday holiday may be used on the day of occurrence or thirty (30) days following the occurrence at the employee's discretion. If the employee chooses not to use the birthday holiday during this period, it may be used at anytime mutually agreed upon in the calendar year. If the employee chooses not to use their birthday holiday during the calendar year, it will automatically be credited to their vacation bank.

SECTION 2. HOLIDAY PAY

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

ARTICLE 14. INSURANCE

SECTION 1

- A. The City shall, at its expense, provide a group hospital, medical, surgical, dental, and drug insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by the City. Effective July 1, 1990, the City shall provide an optical insurance policy, with coverage as defined in said policy.

1. Insurance provided includes the following:
 - a. Psychiatric out-patient benefit
 - b. Radiation therapy benefit
 - c. Orthodontia benefit
 - d. Patient Advocate Program

2. Effective July 1, 1999, the Unified Health Care Plan was administered by Blue Cross Blue Shield. Effective April 1, 2004, the Health Care Plan will be administered by BenefitSource Inc. The Employer maintains the right to name the administrative agent, provided that there will be no changes in the present negotiated benefit levels of the Health Care Plan during the life of this agreement.

Effective September 1, 2004, the following benefits and co-payments will become effective (see Appendix E):

- A. Prescription Drug Co-Pays: \$10 for generic and \$20 for brand name
- B. Emergency Room Visit: \$150 co-pay (co-pay waived if admitted to hospital)
- C. Co-Insurance: 10% at \$500 maximum per family per year (applies to inpatient and outpatient hospital care services only)
- D. Office visit: \$10 co-pay
- E. Chiropractic: \$10 co-pay (co-pay applies to all consultations and subsequent adjustments and treatments)
- F. Mental health: \$10 co-pay

Effective September 1, 2004, the following eleven (11) benefits will be added to the plan (see Appendix B):

- A. Diagnostic x-ray and lab charges will be payable at any facility licensed with the appropriate governing body to provide those services.
- B. Hepatitis B vaccine for participants over age six will be payable.
- C. Tetanus vaccine for participants over age six will be payable.
- D. Trigger point injections administered in a physician's office for any site on the body will be payable.
- E. Flu vaccine injections at a physician's office, outpatient clinic, or outpatient department of a hospital are payable charges.
- F. Office visits for the purpose of prescribing anti-depressants are payable.
- G. Phases I, II, and III of cardiac rehabilitation are payable.
- H. EKG tests are payable with or without a diagnosis during a routine physical exam.
- I. Participants may utilize any licensed medical provider for the purchase and application of splints for the treatment of a covered accident or illness.
- J. Mapping necessary for cochlear implants will be paid.
- K. Pathology tests for specific types of cancer will be paid.

Management further agrees to set aside a sum not to exceed \$50,000 per year expressly to deal with unforeseen problems arising from the implementation of the Unified Plan. The disbursement of the funds and the general overseeing of the plan shall be the responsibility of a joint committee created from all unions represented in the plan and members of the Human Resources Department. The \$50,000 annual discretionary fund established by the Employer was discontinued effective January 1, 2003 (see Appendix B).

There was a moratorium on any changes in health care benefits and cost sharing for the period from July 1, 1999 to January 1, 2003. The parties agree to participate in joint discussions on health insurance with the City's other bargaining units beginning July 1, 2002.

3. Health Insurance for Military Activated Employees

The parties will meet concerning the issue of health insurance for military activated employees during the term of this contract if the matter is addressed as a City-wide policy issue for all bargaining units.

B. Health Insurance Opt Out Program

1. City employees who are eligible for health insurance provided by another health insurance carrier who can provide proof of such coverage may elect to opt out of the City's insurance coverage.
2. Participating employees will receive 50% of the amount of whatever the composite rate charge per employee is to the departments (for budgetary purposes) for health insurance coverage at the time the employee elects to opt out of the Employer's plan (i.e. if the composite rate is \$10,000 for 12 months in 2005 [approximately \$833 per month], an employee opting out would receive a monthly amount of approximately \$417 for a total amount of \$5,000 for the year). This amount will be used for any City authorized deferred compensation programs or Section 125 plan.
3. This election shall take place annually. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternative coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
4. Every City employee must be covered by health insurance.

C. It is agreed that the City will pay the hospitalization insurance premium for the retiree, spouse, and eligible dependents until such time as the retiree becomes eligible for Medicare or similar national health insurance benefits. If the retiree dies after retirement before becoming eligible for Medicare or similar national health insurance benefits, the spouse and eligible dependents (if any) will continue to have the hospitalization insurance premium paid by the City until such time as the retiree would have become eligible for Medicare or similar national health insurance benefits. Spouse is understood to be that person to whom the retiree is married at the time of retirement.

D. The City will pay the medical and hospitalization insurance for an employee who is disabled, pursuant to the provisions of the Pension Ordinance until such time as the employee is eligible for Medicare or reaches age 65, whichever occurs first. The City will also pay the premiums for the disabled employee's spouse.

E. Effective January 1, 1994, members who are insured through the City under the Traveler's Insurance plan will be required to pay an annual deductible of \$50 for a single person or \$100 per family. This deductible only applies to health insurance. It does not apply to dental, optical, or drug prescriptions. This deductible does not apply to current or future retirees. This deductible does not apply to those members insured under HMO plans.

- F. If a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium for the employee's spouse and dependents until such time as the employee would have reached age 65. However, if the spouse remarries or is covered by another health insurance policy, this provision shall not apply.

SECTION 2. DEATH BENEFIT PAYMENT PLAN

- A. Management shall, at its expense, provide a death benefit payment in the amount of Thirty Thousand Dollars (\$30,000) to any employee within the bargaining unit, and such benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Such benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and kept on file in the Human Resources Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. If an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation, or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.
- B. If an employee dies and death occurs as a result of personal injury arising out of and in the course of employment with Management and the Workers' Compensation benefits amount to less than Thirty Thousand Dollars (\$30,000), Management shall make a lump sum cash payment equal to the difference between Thirty Thousand Dollars (\$30,000) and the total Workers' Compensation benefits. Such payment will be made to the employee's beneficiary or beneficiaries as designated on the "Designation of Beneficiary" form provided by Management. In the absence of an executed "Designation of Beneficiary" form, payment will be made to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include the following: the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks); medical expenses payable; burial expenses payable; and any disability payments which have been paid or have become due for injury which is the proximate cause of death.
 2. For the purpose of computing the "total Workers' Compensation benefits", the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.
 3. Provisions of this Section 2B shall not be affected in any way by an election of a deceased employee's dependents to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.

- C. To receive benefits under this section, written application must be filed with Management by the designated beneficiary/beneficiaries (on the "Designation of Beneficiary" form) of the deceased employee or by the administrator or executor of the estate of the deceased employee within one (1) year after such individuals have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. If the beneficiary, beneficiaries, or estate of the deceased employee shall be paid benefits under Section 2A above and compensation or benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee shall be liable and shall repay to Management the amount equal to the compensation benefits which are paid or awarded up to the sum of Thirty Thousand Dollars (\$30,000).
- E. No benefits shall be payable to any party or parties under this Section if an employee dies within two (2) years after coverage is extended under Section 2 and it is determined that death was due to suicide.
- F. No determination, presumption, or findings made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workers' Compensation Act, nor shall the same be an admission of liability under said Act.
- G. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Section 2C.

SECTION 3

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

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

SECTION 4. SUPPLEMENTAL INSURANCE FUND

Effective July 1, 1989, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund (City Code, Chapter 7, Article 7, Section 1.322); effective July 1, 1994, the City shall contribute an additional .5% of the unit base payroll annually to this fund (City Code, Chapter 7, Article 7, Section 1.325). Such fund shall be administered by the Medicare Trust Fund Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee as provided in Article 19, Section 2B.

SECTION 5. INCOME MAINTENANCE PLAN

The City shall provide bargaining unit members with an income maintenance equal to 75% of their regularly assigned salary for a period of one (1) full year in the event that they suffer from a catastrophic illness/disability which prevents them from being at work and performing their normal job.

- A. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits. While receiving the income maintenance allowance, an employee shall continue to have group hospital, medical, surgical, dental, optical, and drug insurance as provided elsewhere in this Article paid for by the City while receiving income maintenance. Employees shall not accrue vacation or sick leave credits.
- B. If the employee receives monies as a result of Workers' Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No-Fault Automobile Insurance Law, the income allowance shall be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.
- C. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work regarding an employee's eligibility for income maintenance will be made by the City Physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further review.
- D. An employee who returns to work after being absent on the income maintenance plan for more than six (6) months shall be ineligible to request implementation of the plan for the next six (6) months following his/her return.

ARTICLE 15. UNIFORMS

SECTION 1

Each Lieutenant or Captain who is assigned to plain clothes duty shall receive Seven Hundred Twenty Dollar (\$720) per annum clothing allowance which allowance shall be payable at the rate of Sixty Dollars (\$60) per month at the end of each full month of service.

SECTION 2

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

SECTION 3

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

SECTION 4

Effective July 1, 2001, the City will reimburse uniformed personnel for the cost of cleaning police uniforms in an amount not to exceed Two Hundred Fifteen Dollars (\$215) per year. The City will establish reasonable rules for the administration of this cleaning allowance after consultation with the Command Unit.

Employees in the bargaining unit shall provide receipts for cleaning costs of uniforms to Management to substantiate costs incurred if they wish to have the reimbursement paid under an accountable plan which is not subject to income tax withholding and payment of social security, Medicare, and other applicable taxes. Such receipts must be provided during the first week in December preceding the January in which this reimbursement is made. If such receipts do not substantiate that a minimum of Two Hundred Fifteen Dollars (\$215) cleaning costs have been incurred by the employee, that amount which has not been substantiated by receipt will be reported as taxable and appropriate taxes will be withheld from that portion of the payment amount not accounted for by expense receipts.

ARTICLE 16. WORKERS' COMPENSATION

SECTION 1

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

SECTION 2

If an employee receives sick leave compensation and subsequently is awarded Workers' Compensation benefits for the same period of time, he/she shall reimburse the City for such amounts received as sick leave compensation. Reimbursement can be carried out through:

1. Offsetting of the workers' compensation award received by the employee;
2. Deductions from the employee's regular wages (over a period of time and at such amounts that are mutually acceptable between the employer and the employee); or
3. A lump sum payment from the employee to the employer if approved by the employee.

The repayment shall be at the after-tax value of the sick leave. Upon completion of full reimbursement, the employee's sick leave account will be credited with the equivalent number of days of sick leave.

ARTICLE 17. MAINTENANCE OF STANDARDS

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

ARTICLE 18. VALIDITY - ENTIRE AGREEMENT

SECTION 1

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

SECTION 2

If any article or section of this Agreement or any addendum thereto should be held unlawful by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be reinstated by such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 3

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

ARTICLE 19. PENSION

SECTION 1

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

SECTION 2. PENSION ORDINANCE AMENDMENTS

A. Pension Credit Purchase

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

B. 13th Pension Check Program

Within thirty (30) days of ratification of the Agreement, an Implementation Committee shall meet for the purpose of developing the necessary provisions to implement the 13th Pension Check Program. It is the intent of the parties to complete the project so as to implement the payment of any benefit check during the month of January 1990. Effective July 1, 1999, monies to fund this program shall accumulate from 60% of investment returns in excess of 8% earned by the Benefit and Casualty Reserve Funds.

C. Disability Pensions

1. Disability pension rates are as follows:

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

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

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

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

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

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

F. The City may make amendments to the City of Grand Rapids Police and Fire Retirement System ordinance that do not conflict with, modify, or diminish in any way benefit levels, retirement options, or other terms and conditions of employment within the Command Unit. The City requests this ability primarily to address minor non-substantive drafting issues relating to ordinance changes or changes affecting other bargaining units. The Command Unit shall be notified at least thirty (30) days prior to the submission of the proposed changes to the City Commission. The parties shall meet and confer over the proposed changes if requested by the Command Unit. This provision is not to be construed as an authorization for the City to make unilateral changes in any mandatory subject of bargaining or act as a waiver of the Command Unit's rights under the Public Employment Relations Act.

SECTION 3

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

SECTION 4

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

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

SECTION 5

During negotiations in 2001, the parties agreed to the following:

- A. Increase pension multiplier to 2.7%; 80% cap on new hires (effective July 1, 2001)
- B. Reduce employee contribution rate by 1.28% (6.14% to 4.86% effective July 1, 2001)
- C. Employee contribution increase based on overfunding in Police and Fire Pension Plan
 1. Above 120% 4.86%
 2. Above 115%, but below 120% 5.86%
 3. Above 110%, but below 115% 6.86%
 4. Above 100%, but below 110% 7.86%
 5. Below 100% 8.86%

SECTION 6

The parties agreed to an actuarial valuation date change for the City of Grand Rapids Police and Fire Retirement System from June 30th to December 31st with the first evaluation to be done as of December 31, 2003, for use in determining employer and employee contributions for fiscal year beginning July 1, 2004. This agreement enabled the city to balance the budget. The remaining overage amount from the \$5.6 million savings for the City of Grand Rapids Police and Fire Retirement System is to be shared by the units in this system. The Command Unit's gain sharing incentives are as follows:

- A. One time payment in the amount of \$2,500 per member
- B. Modified pension chart as listed below (previous rates are listed in Section 5C above):

Below 100%	8.86%
100% - 104.999%	7.86%
105% - 109.999%	6.86%
110% - 114.999%	5.86%
115%+	4.86%

ARTICLE 20. HUMANITARIAN CLAUSE

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

During the life of this agreement, the parties agree to discuss and attempt to arrive at an agreement for a comprehensive program to assist management's efforts to place the employee in a position that he/she is physically and mentally able to perform.

ARTICLE 21. LONGEVITY PAY

SECTION 1. PURPOSE

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

SECTION 2. DEFINITIONS

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

<u>Years of Service</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
5 through 9	\$300 per year	L1
10 through 14	\$600 per year	L2
15 through 19	\$900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

- B. Longevity Qualification Date shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service with the City.
- C. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his/her longevity qualification date.
- D. Continuous Service shall mean service uninterrupted by resignation or discharge.

SECTION 3. PAYMENT OF LONGEVITY PAY

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

SECTION 4. EFFECT OF LAYOFF & LEAVE OF ABSENCE ON LONGEVITY QUALIFICATION DATE

- A. An unpaid leave of absence or a layoff of sixty (60) days or less shall not postpone the longevity qualification date of an employee.
- B. An unpaid leave of absence (except military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

SECTION 5. EFFECT OF TERMINATION ON LONGEVITY PAY

- A. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid leave will receive longevity pay on a prorated basis for the full calendar months served, payable upon return to service.
- C. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

ARTICLE 22. VACATION

Section 1. Definitions

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

Section 2. Vacation Allowance

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

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on the Following January 1</u>
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	14 days
6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11 years	20 days
12 years	21 days
13 years	22 days
14 years	23 days
15 years	24 days
16+ years	25 days

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

Section 3. Use of Vacation

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

SECTION 4. VACATION PAY ADVANCE

An employee going on vacation may request to be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

SECTION 5. CASH PAYMENT IN LIEU OF VACATION LEAVE

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

ARTICLE 23. SICK LEAVE

SECTION 1. DEFINITIONS

- A. Immediate family shall be the following: spouse, child, parents, grandparents, spouse's grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law of the employee.
- B. Service shall mean any period of time for which the employee receives wages.

- C. Supplemental employment shall mean a paid off-duty job (including self employment) covered by sick leave benefits, health and accident insurance, Workers' Compensation, or any combination thereof.

SECTION 2. SICK LEAVE ACCUMULATION

- A. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five-sixths (5/6) of a day for each full calendar month of service. For service thereafter, an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works twelve (12) or more complete days.
- B. Unused sick leave days shall accumulate from year to year to an unlimited amount.

SECTION 3. RECORDING USE OF SICK LEAVE

Sick leave usage shall be charged to the nearest one-half (½) hour.

SECTION 4. PERMITTED USES

A. Regular Use

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

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

B. Bereavement and Emergency Use

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

C. Vacation Use

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

SECTION 5. EXCLUDED USES

Paid sick leave shall not be authorized:

- A. For personal injury incurred in supplemental employment; or

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

SECTION 6. SUBSTANTIATION

An employee shall be required to substantiate the use of sick leave by such reasonable means as the Police Chief may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

SECTION 7. PHYSICAL EXAMINATION

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

SECTION 8. UNPAID SICK LEAVE

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

SECTION 9. PAY FOR UNUSED SICK LEAVE

Unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service to a maximum of ninety (90) days at the rate of \$1 per day times the years of continuous service for employees retiring, and at the rate of 50¢ per day times the years of continuous service for persons resigning.

In the case of a death of an employee who has less than ten (10) years of service, the employee's unused accumulated sick leave shall be paid to the deceased employee's beneficiary to a maximum of ninety (90) days at the rate of One Dollar (\$1) per day times the years of continuous service.

An employee who retires may convert 1,265 hours of accumulated sick hours for one (1) year of pension service credit. An employee may not use sick leave to acquire eligibility status for attaining pension benefits.

SECTION 10. NOTIFICATION

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

ARTICLE 24. PERSONAL LEAVE

In an effort to take further steps to place increased value on rewarding the employees who use their sick leave time judiciously and who minimize their time away from work (i.e. attending doctor appointments), this personal leave concept creates an incentive for the employees.

A. Eligibility Requirements

1. Must be a permanent employee with five (5) years or more of service
2. Must maintain the following minimum bank of sick leave hours:
 - a. 360 hours for a 5 – 9 year employee
 - b. 720 hours for a 10+ year employee

The Human Resources Department will review the employees' sick leave banks each December 31st to determine their eligibility.

3. If an employee is determined to be eligible, he/she can convert up to forty (40) hours (five [5] days) of sick leave annually into personal leave time.

ARTICLE 25. JURY LEAVE

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

An employee whose regular work shift is at a time other than the day shift who is called upon for jury duty shall upon request be temporarily reassigned to the day shift for the days on which he/she is subject to jury duty. Management may elect to temporarily reassign another bargaining unit employee to cover for the employee's absence while on jury duty. Where possible, seven (7) days notice will be provided to such employee who is temporarily assigned.

ARTICLE 26. ACTING ASSIGNMENT

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

Acting assignment shall be limited to ninety (90) days when an eligibility list exists and six (6) months if no such eligibility list exists.

ARTICLE 27. PARKING

SECTION 1

The City shall make available free parking space located within a radius of one-third (1/3) mile from the employee's work site.

SECTION 2

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

ARTICLE 28. TUITION REIMBURSEMENT

SECTION 1

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

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

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

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

SECTION 2

If the City becomes eligible for reimbursement in part or in full as a result of state or federal legislation with respect to tuition and fees which are paid as a result of the above-mentioned practice, the Command Unit will aid and assist the City in making claim and collection therefor.

ARTICLE 29. DEFERRED COMPENSATION PLAN

The parties have agreed to implement a third deferred compensation provider in addition to Nationwide and the current International City Manager's Association (ICMA) plan.

ARTICLE 30. HEALTH MAINTENANCE

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

ARTICLE 31. LETTERS OF UNDERSTANDING

1. Wellness Program

The parties agreed to discuss and negotiate on the Command Unit's wellness proposal which seeks to proactively encourage employees to live healthy lifestyles.

2. Ten (10) Hour Shifts

The parties agreed to continue to meet and negotiate a mutually agreed upon ten (10) hour shift schedule for the Command Unit (with a target date of a 90 day time frame).

ARTICLE 32. TERMINATION AND MODIFICATION

SECTION 1

This Agreement shall continue in full force and effect until 11:59 PM on June 30, 2007, at which time it shall terminate unless extended by mutual agreement.

SECTION 2

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 24th day of AUGUST, 2004.

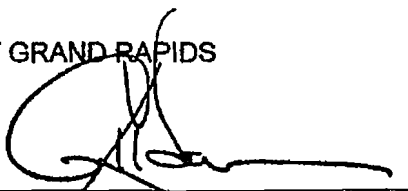
WITNESSES

CITY OF GRAND RAPIDS

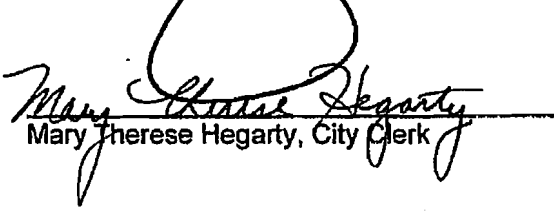
AFFIX

Mayor's Signature
LB 1/10/05

Dept. of Law

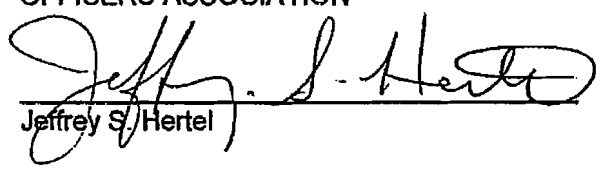


George K. Heartwell, Mayor

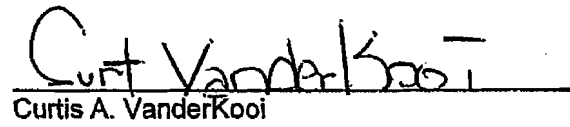


Mary Therese Hegarty, City Clerk

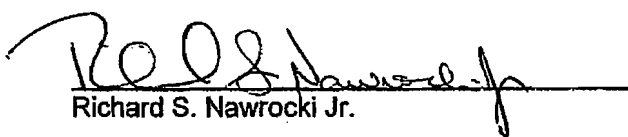
GRAND RAPIDS POLICE COMMAND
OFFICERS ASSOCIATION



Jeffrey S. Hertel



Curtis A. VanderKooi



Richard S. Nawrocki Jr.

APPENDIX A

ANNUAL SALARY SCHEDULE

EFFECTIVE JULY 1, 2003

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$65,066	\$68,942
Police Captain (814)	-	-	-	-	\$73,718	\$77,419

EFFECTIVE JULY 1, 2004

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$66,367	\$70,320
Police Captain (814)	-	-	-	-	\$75,192	\$78,967

EFFECTIVE JULY 1, 2005

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$68,358	\$72,430
Police Captain (814)	-	-	-	-	\$77,448	\$81,336

EFFECTIVE JULY 1, 2006

<u>CLASSIFICATION</u>	<u>SALARY STEPS</u>					
	A	B	C	D	E	F
Police Lieutenant (813)	-	-	-	-	\$70,409	\$74,603
Police Captain (814)	-	-	-	-	\$79,772	\$83,776

APPENDIX B

**Health Care Plan Proposal
April 29, 2004**

The city bargaining units listed below present the following counter proposal:

Section 1: Wages (Minimum Wage Increases)

<u>Calendar Year*</u>	<u>Fiscal Year**</u>
2003: 0%	2004: 0%
2004: 2% (Minimum)	2005: 2% (Minimum)
2005: 3% (Minimum)	2006: 3% (Minimum)

Section 2: Health Care Plan Benefits and Co-payments

Prescription Drug Co-pays	\$10/\$20 co-pay	\$ 967,790.00
Emergency Room Visit (Co-pay waived if admitted to hospital)	\$150 co-pay	\$ 199,371.00
Co-Insurance (Applies to inpatient and outpatient hospital care services only)	10% @ \$500 Max per Family per Year	\$ 551,202.00
Office Visit	\$10 per visit	\$ 99,685.00
Chiropractic (Co-pay applies to all consultations and subsequent adjustments and treatments)	\$10 per visit	\$ 138,880.00
Mental Health	\$10 per visit	\$ 65,520.00
		\$ 2,022,448.00

Section 2 (B): Other Components of the Health Care Plan

1. Add the eleven (11) disputed benefits to the plan.
2. Eliminate the \$50,000 discretionary fund.

Proposal Submitted by the Following Bargaining Units

APAGR

GRPCOA

IAFF

GRPOLC

GRPD COMMUNICATIONS

EMERGENCY COMMUNICATIONS SUPERVISORS
TEAMSTERS 406

Handwritten signatures of representatives from APAGR, GRPCOA, IAFF, GRPOLC, GRPD COMMUNICATIONS, and EMERGENCY COMMUNICATIONS SUPERVISORS TEAMSTERS 406.

Dated

April 29, 2004

jls