

**AGREEMENT**  
**BETWEEN**  
**CITY OF GRAND RAPIDS**  
**AND**  
**GRAND RAPIDS POLICE OFFICERS ASSOCIATION**  
**CRIME SCENE TECHNICIAN AND LATENT PRINT EXAMINER/  
POLICE INTERN UNIT**

**JULY 1, 2007 THROUGH JUNE 30, 2010**

## TABLE OF CONTENTS

	<u>PAGE NO</u>
Agreement .....	1
Authorized Representative .....	31
Bulletin Boards .....	31
Copies of Labor Agreement .....	39
Discharge and Discipline .....	7
Diversity .....	39
Drug Free Workplace .....	37
Educational Reimbursement and Bonus .....	36
Emergencies .....	33
Entire Agreement .....	32
Grievance Procedure .....	5
Holidays .....	18
Humanitarian Clause .....	32
Income Maintenance Plan .....	32
Insurance .....	22
Jury Leave .....	21
Layoff and Recall .....	9
Leave for Union Business .....	21
Letters of Understanding .....	40
Longevity Pay .....	15
Maintenance of Standards .....	31
Management Rights .....	2
Management Security .....	2
Military Service Veterans .....	30
New or Changed Jobs .....	13
No Discrimination .....	31
Overtime .....	11
Pay Changes .....	13
Parking .....	36
Payment of Back Pay Claims .....	7
Pensions .....	33

## TABLE OF CONTENTS

	<u>PAGE NO.</u>
Recognition.....	1
Safety.....	35
Seniority .....	8
Shift Preference .....	10
Sick Leave .....	19
Special Meetings.....	3
Supplemental Agreements.....	31
Termination and Modification .....	41
Uniforms .....	30
Union Bargaining Committee .....	2
Union Representation .....	3
Union Security and Checkoff.....	1
Vacations .....	16
Validity .....	31
Wages.....	13
Workers' Compensation.....	30
Work/Life Policy .....	39
Appendix A - Crime Scene Technician & Latent Print Examiner/Technician Wages.....	43
Addendum - Police Intern Labor Agreement.....	45

## **AGREEMENT**

This Agreement is entered into as of this 1st day of July, 2007, between the City of Grand Rapids, hereinafter referred to as "City", and the Grand Rapids Police Officers Association, Crime Scene Technician and Latent Print Examiner Unit and the following addendum for the Police Intern Unit, hereinafter referred to as "Union."

### **ARTICLE 1. RECOGNITION**

#### **Section 1**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

#### **Section 2**

The bargaining unit consists of all employees holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changes as hereinafter provided, and excludes all supervisors and all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

#### **Section 3**

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

### **ARTICLE 2. UNION SECURITY AND CHECKOFF**

#### **Section 1**

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

#### **Section 2**

It shall be a condition of employment that all present and past Union members in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of the regular monthly Union dues within thirty (30) days after the execution of this Agreement or the beginning of their employment, whichever is later.

#### **Section 3**

Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every payday, deduct from the employee for Union membership owed to the Union by such employee for Union membership dues, special assessments, initiation fees, or service charges. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

#### **Section 4**

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

### Section 5

The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against it on account of the application of this Article.

### Section 6

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

## **ARTICLE 3. MANAGEMENT SECURITY**

The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Civil Service Board. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure. However, any employee who is accused of violating this provision and denies such alleged violation may appeal through the grievance procedure. Upon a finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by the Employer shall not be disturbed.

## **ARTICLE 4. MANAGEMENT RIGHTS**

### Section 1

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

### Section 2

Rules of conduct not inconsistent herewith and in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided however, that Management shall first consult with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of duties and shall not be applied in a discriminatory manner.

## **ARTICLE 5. UNION BARGAINING COMMITTEE**

### Section 1

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

Section 2

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

Section 3

Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

Section 4

Management will not unreasonably refuse a request by any member of the bargaining committee to be transferred to the day shift for the period of contract negotiations. Any refusal by Management shall be subject to immediate submission to arbitration, Step 2, for the purpose of determining the reasonableness of any refusal.

**ARTICLE 6. SPECIAL MEETINGS**

Section 1

Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time and place designated by Management. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2

The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

Section 3

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

**ARTICLE 7. UNION REPRESENTATION**

Section 1

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

Section 2

When requested by an employee, a Union representative may investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation. He/she shall be allowed reasonable time

therefore during working hours without loss of time or pay upon notification and approval of his/her immediate supervisor outside the bargaining unit.

### Section 3

When an employee without intervention of the Union presents a complaint to Management which alleges a violation of this Agreement, the Union representative shall be given an opportunity to be present and shall be allowed the time therefore, paid at his/her regular wage, upon notification and approval of his/her immediate supervisor outside the bargaining unit. Management may remedy the employee's complaint if such remedy is not inconsistent with the terms of this Collective Bargaining Agreement.

### Section 4

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

### Section 5

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

### Section 6

The Crime Scene Technician Steward shall be allowed to select his/her shift assignment during shift preference bidding under the provisions of Article 13-Shift Preference based upon a seniority recognized as being the most senior amongst all other bargaining unit members. If election and appointment to Crime Scene Technician Steward occurs during a shift bid assignment period, the ability to select a preferred shift shall be given to the Crime Scene Technician Steward upon the effective date of appointment to office.

### Section 7

Management will continue all current practices regarding Union activities at Police Headquarters throughout the life of this Agreement.

### Section 8

For the purposes of Article 8-Grievance Procedure and Article 10-Discharge and Discipline, Union representative may alternatively mean a labor consultant or attorney employed or retained by the Union. When functioning as a Union representative, such individual shall have no greater authority or privileges than any other employee Union representative.

### Section 9

Management will continue to make reasonable accommodations which will allow the CST steward to attend to Labor Relations issues relating to the GRPOA CST Unit during working hours during the life of this Agreement.

### Section 10

The CST steward shall be allowed reasonable time to attend Union meetings during his/her regular working hours without loss of pay. Such release time with pay shall not exceed six (6) meetings per calendar year.

## ARTICLE 8. GRIEVANCE PROCEDURE

### Section 1. Grievances

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

### Section 2. Time Limits

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

### Section 3. Election of Remedies

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

The parties agree that the phrase "any matter" as used in the paragraph above shall mean the action taken/not taken or discipline imposed by the employer. It is further understood by the parties that any proceeding instituted in another forum challenging the action taken/not taken or discipline imposed by the employer shall automatically result in the withdrawal of any pending grievance related to the action taken/not taken or discipline imposed by the employer. In such case the cancellation fee for the scheduled arbitration date(s), if any, shall be equally split between the parties.

- 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 Union representative or a representative of the Union shall present the grievance in writing to the employees' immediate supervisor outside the bargaining unit or, in the case of Union grievance, shall be presented to the Chief's office. The grievance must be so presented within ten (10) calendar days after occurrence of the circumstances giving rise to the grievance or ten (10) calendar days from when the grievant should reasonably have known of the occurrence, not including the day of occurrence.
2. Grievance involving discharge, demotion, reduction in rank or compensation or suspension shall be filed at Step 2 within fifteen (15) calendar days after notice thereof is given to the employee.
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.

B. Step 2

1. The Union may initiate a demand for arbitration by serving written notice to arbitrate a grievance with the City's Labor Relations Office within fifteen (15) calendar days after receipt of Management's answer to Step 1, not including the day of receipt of answer. Upon receipt of the Union's notice of intent to arbitrate, the parties shall meet and attempt to resolve the grievance.
2. In cases involving discharge, demotion, reduction in rank or compensation, or suspension, the Union may at its discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice, except that in the event of the employee's election to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.
3. The parties agree to utilize the following persons as arbitrators:  
Mario Chiesa  
Ruth Kahn  
Paul Glendon

Cases may be assigned by the parties on a rotating basis. Either party may reject any or all of the listed arbitrators on any particular case. In such event, the parties shall select an arbitrator from a list provided by the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement, and the arbitrator shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Union and Management.

4. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied or by the Employer if the grievance is granted, or as the arbitrator directs otherwise. Management shall, upon request, make employees, who are on duty, available as witnesses. Each party shall make arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

The Union President and the CST steward shall attend all arbitration proceedings without loss of compensation in any manner.

5. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appeal subject matter in any court or other forum, excluding any action properly taken under Title VII of the Civil Rights Act of 1964, as amended.

## **ARTICLE 9. PAYMENT OF BACK PAY CLAIMS**

### **Section 1**

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

### **Section 2**

No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate. Any claims for back pay shall be reduced by interim employment earnings and/or unemployment compensation, if directed by the arbitrator or Civil Service Board.

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

### **Section 1**

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

### **Section 2**

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

### **Section 3**

- A. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his 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 record which relates to, is or may be made the basis for disciplinary action up to and including the discharge of such employee by the City.

### **Section 4**

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

### **Section 5**

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

### Section 6

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

### Section 7

An employee against whom charges have been made by Management may be represented by a Union representative or an attorney upon request of the employee.

### Section 8. Investigatory Complaints

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

- A. If, in the investigation of a complaint, an employee is requested to appear before a member of Management, he or she shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- B. Upon the request of the employee for Union representation, such request shall be granted and the Union shall immediately or within a reasonable time depending on the circumstances provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present. An employee shall be allowed reasonable time to confer with his/her steward prior to and during an investigatory interview.
- C. An employee 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 shall result in disciplinary action up to and including discharge.
- D. A copy of this section shall be presented to any employee subjected to this procedure prior to the start of questioning. Said copy shall be signed by the employee to indicate receipt and shall also indicate his/her waiver of right to Union representation, if any.

## **ARTICLE 11. SENIORITY**

### Section 1. Definitions

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

### Section 2. Accrual of Seniority

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

Section 3. Loss of Seniority

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

- A. Discharge, if not reversed.
- B. Resignation: An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of six (6) months or the length of the employee's total continuous service in the Police Department, whichever is greater.

Section 4. Seniority Lists

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

Section 5. Application of Seniority

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

Section 6. Promotions

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

**ARTICLE 12. LAYOFF AND RECALL**

Section 1. Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff

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

Section 3. Demotion in Lieu of Layoff

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

#### Section 4. Notice of Layoff

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

#### Section 5. Preferred Eligible Lists

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

#### Section 6. Recall from Layoff

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

#### Section 7. Restoration to Positions from Which Demoted

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

#### Section 8. Promotion Outside of Bargaining Unit

- A. An employee who is promoted to a position in the Police Department which is outside the bargaining unit shall continue to accumulate seniority until his/her promotion becomes permanent, at which time his/her seniority shall be frozen.
- B. If an employee in a position outside the bargaining unit is laid off from such position, he/she may be demoted to the position of Crime Scene Technician or Latent Print Examiner, provided the employee has held prior permanent status in such classification, and there is a vacancy which the Police Department intends to fill.

#### Section 9

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

### **ARTICLE 13. SHIFT PREFERENCE**

#### Section 1. Definitions

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

## Section 2

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

## Section 3

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

## Section 4. Shift Adjustment

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

## **ARTICLE 14. OVERTIME**

### Section 1. Purpose

The following provisions shall govern compensation for overtime in the bargaining unit. It is intended that the provisions of this Article comply with the current provisions of the Michigan Minimum Wage Act.

### Section 2. Definitions

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

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

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

#### B. Overtime

Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods for Crime Scene Technicians and Latent Print Examiners. Overtime shall be computed to the nearest one-quarter (¼) hour (fifteen [15] minutes).

C. All overtime shall be authorized by a responsible supervisor.

D. Time worked in excess of the normal work week for the purpose of adjusting so-called swing shifts in a three-shift operation shall not constitute overtime.

E. Callback

Callback shall be anytime an employee is ordered into work during times other than their normal working hours.

An employee called back to work, other than for court appearances (as defined below), shall have a minimum guarantee of two and one-half (2½) hours at his/her overtime rate of pay, or with the actual hours worked as his/her overtime rate, whichever is greater, unless such time shall be continuous with his/her normal working hours. In the latter case, he/she shall be paid at his/her overtime rate for the actual hours worked.

An employee called back to work for a court appearance which shall include probate hearings, implied consent hearings, Michigan Liquor Control hearings, or any other administrative hearings shall have a minimum guarantee of three (3) hours at his/her overtime rate of pay or with the actual hours worked at his/her overtime rate, whichever is greater, unless such time shall be continuous with his/her normal working hours. In the latter case, he/she shall be paid at his/her overtime rate for the actual hours worked.

Section 3. Method of Compensating for Overtime Work

- A. Overtime shall be paid at one and one-half (1½) times the employee's hourly rate.
- B. An employee called in for a court appearance, which shall include probate hearings, implied consent hearings, Michigan Liquor Control hearings, civil or criminal depositions related to duties, or any other administrative hearings, outside his/her regular hours shall receive the regular witness fee and mileage provided by the court and shall have a minimum guarantee of two and one-half (2½) hours at his/her overtime rate of pay, or the actual hours worked at his/her overtime rate, whichever is greater, for such time spent in court, unless such time worked shall be continuous with his/her normal working hours. In the latter case, he/she shall be paid at his/her overtime rate for the actual hours worked.
- C. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday or on vacation, shall be considered to have worked his/her normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 4. Compensatory Time Off

At the request of any employee eligible for overtime pay, his/her supervisor may provide that in lieu of cash payment for overtime, he/she may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour of overtime worked. Appearances before the Accident Review Board or Internal Affairs Unit or attendance at in-service training classes shall be at the rate of time and one-half (1½) for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year or the three (3) months following the end of the calendar year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. In the event that such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary at the time of the payment of overtime. During the calendar year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time.

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

## **ARTICLE 15. NEW OR CHANGED JOBS**

Existing classifications and job descriptions may be amended during the life of this Agreement in a manner consistent with Civil Service Board rules for the maintenance of the classification plan.

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

The parties will negotiate as to the salary range for all new and/or changed jobs determined to be included in the bargaining unit.

## **ARTICLE 16. WAGES**

### **Section 1**

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

### **Section 2**

After July 1, 2001, all new hires who have a bank account shall be required as a condition of employment to enroll in direct deposit.

### **Section 3**

For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:50 PM and 9:59 PM. The third shift is defined as any work period commencing between the hours of 9:59 PM and 4:59 AM.

The following shift differentials shall apply effective July 1, 1996:

55¢/hour 2nd shift

60¢/hour 3rd shift

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

## **ARTICLE 17. PAY CHANGES**

### **Section 1. Purpose**

The following provisions shall govern the assignment of pay steps to employees of the City.

### **Section 2. Definitions for Purposes of This Article.**

- A. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- B. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.



- D. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- E. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.

Section 3. Anniversary Dates for Pay Change Purposes

A. Establishment

1. Original Employment and Re-employment: The date six (6) months after completion of the probation period and the corresponding date each year thereafter.
2. Promotion: The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

B. Postponement of Anniversary Date

Layoff, formal leave of absence or other separations from the payroll in excess of thirty (30) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations

A. Original Employment and Re-Employment

Employees shall be employed at the lowest step for their position class.

B. End of Probation

The employee's salary shall automatically increase to the next higher step at the end of his probationary period.

C. Anniversary Date

1. Prior to the occurrence of each anniversary date every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.
2. Each consideration found to be in good order by the Director of Human Resources shall be referred to the City Manager for final determination.
3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position.

D. Promotion or Upward Reclassification

Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.

E. Transfers

An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

F. Demotion and Downward Reclassification

An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interests of Management to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the actual date of occurrence.

Section 6. Acting Assignment

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

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

Any disputes with respect to this provision shall be subject to the grievance procedure.

Section 7. Field Training Officer Pay

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

**ARTICLE 18. LONGEVITY PAY**

Section 1. Purpose

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

Section 2. Definitions

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

<u>Longevity Service Years</u>	<u>Payment</u>	<u>Pay Step</u>
5 through 9	\$ 300 per year	L1
10 through 15	\$ 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.
- C. Longevity Earning Date shall mean the date on employee begins to earn longevity pay and shall be the first day of the month immediately following his/her longevity qualification date.
- D. Continuous Service shall mean service uninterrupted by resignation or discharge.

Section 3. Payment of Longevity Pay

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

Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date

- A. An unpaid leave of absence or a layoff of thirty (30) days or less shall not postpone the longevity qualification date of an employee.
- B. An unpaid leave of absence (except military) or layoff in excess of thirty (30) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

Section 5. Effect of Termination on Longevity Pay

- A. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid leave shall receive longevity pay on a prorated time basis for calendar months served.

**ARTICLE 19. VACATIONS**

Section 1. Definitions

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

- D. Continuous Service shall mean service, as defined by "A" above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance

- A. An employee with less than five (5) years of continuous service shall earn vacation based upon the monthly earned rate of 6.6667 hours multiplied by the number of months in which the employee worked one-half (½) or more of his/her scheduled duty days to a maximum of ten (10) work days [80 hours] per year. (The 6.6667 hours monthly earned rate is arrived at by dividing the maximum vacation hours that can be credited for the years of continuous service by the number of months in a year [80 ÷ 12 = 6.6667]).
- B. On the first day of each calendar year following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulative each year) of vacation so that on the day following completion of his/her nineteenth (19th) year of continuous service, an employee may be eligible for a total of twenty-five (25) work days (five [5] work weeks) of vacation, as follows:

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

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

Section 3. Use of Vacation

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

time based upon the preceding calendar year of service. On the anniversary date of the employee, any additional hours of vacation due shall be credited to the employee.

- C. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- D. Combining vacation and compensatory time off shall be allowed on approval of the Police Chief or his/her designee(s).
- E. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void with the exception of a balance of sixty-eight (68) days which may be maintained between the period of 1/1 and 8/31.
- F. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon terminating, the employee shall be paid in full to the nearest one-half (½) day for all unused vacation up to a maximum of twenty-five (25) work days (five [5] work weeks) provided that in the event termination is caused by death, resignation or retirement of the employee, a maximum payment limitation shall not apply.

Section 4. Vacation Pay Advance

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

**ARTICLE 20. HOLIDAYS**

Section 1. Holiday Pay

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

Section 2. Holidays

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

New Year's Day	Thanksgiving
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas
Labor Day	Employee's Birthday
Veterans' Day	Floating Holiday

Whenever the employee's birthday falls on the day considered as one of the other paid holidays, the next calendar day shall be considered as the employee's birthday. A birthday holiday may be used on the day of occurrence or thirty (30) days following the occurrence at the employee's discretion. If the employee chooses not to use their birthday holiday on the day of occurrence or within thirty (30) days following the occurrence, it will be credited to their vacation bank upon request of the employee or at the end of the calendar year. No holiday premium pay shall be paid if the employee elects to work on his/her birthday.

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

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

### Section 3. Method of Compensation for Holiday Work

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

### Section 4. Holiday Staffing

In the event that staffing requires employees to be ordered on or off duty on a holiday and no voluntary agreement can be reached amongst the employees, seniority within classification shall be the determining factor. Employees with the least amount of seniority within classification (excluding probationary employees) shall be required to work the shift(s) as scheduled on the holiday when not enough volunteers are available. Employees with the greatest seniority within classification (excluding probationary employees) shall be scheduled to work the shift(s) as scheduled on the holiday when more volunteers are available than necessary.

## **ARTICLE 21. SICK LEAVE**

### Section 1. Definitions

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

- C. Supplemental Employment shall mean a paid off-duty job covered by sick leave benefits, health and accident insurance, workers' compensation, or any combination thereof.

#### Section 2. Sick Leave Accumulation

- A. An employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works one-half or more of scheduled duty days.
- B. Unused sick leave days shall accumulate from year to year to an unlimited amount.

#### Section 3. Recording Use of Sick Leave

Sick leave usage shall be charged to the nearest 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 and/or his/her spouse. Such use shall be limited to three (3) occurrences per calendar year.

B. Emergency Use

1. An employee shall be entitled to use up to three (3) days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness or death of any member of his/her immediate family, upon application approved by the Police Chief. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

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

3. An employee shall be entitled to use up to one (1) day of his/her sick leave for the death of an aunt, uncle, or great-grandparent.

C. Vacation Use

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

D. Compensatory Time Uses

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

#### Section 5. Excluded Uses

Paid sick leave shall not be authorized for personal injury incurred in supplemental employment.

#### Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as the Police Chief may

require. Falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

Section 7. Physical Examination

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

Section 8. Unpaid Sick Leave

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

Section 9. Pay for Unused Sick Leave

Unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days, at the rate of One Dollar (\$1.00) per day times the years of continuous service for persons retiring, and at the rate of Fifty Cents (50¢) per day times the years of continuous service for persons resigning. In the case of a death of an employee, the employee's unused accumulated sick leave shall be paid to the deceased employee's beneficiary to a maximum of ninety (90) days, at the rate of One Dollar (\$1.00) per day times the years of continuous service.

Section 10

An employee who expects to be absent on sick leave must notify his/her shift commander as promptly as practical, depending on his/her circumstances, but in any event at least one-half (½) hour prior to the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for sick leave.

Section 11

The parties agree to jointly establish a program to allow full time employees who retire or resign to receive one (1) year of pension service credit for all of their unused sick leave time up to a maximum of 1,265 hours. An employee will not be paid for any remaining, unused sick leave in excess of these 1,265 hours. However, employees would not be allowed to use sick leave to acquire eligibility status for attaining said pension.

**ARTICLE 22. LEAVE FOR UNION BUSINESS**

A total of six (6) personal days with pay per year may be used to attend any and all Union conventions, labor seminars or conferences, provided such leaves are requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be cumulative for the life of this Agreement, and any balance shall be carried over to a successor agreement.

**ARTICLE 23. JURY LEAVE**

Section 1

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



## Section 2

An employee whose regular work shift is at a time other than the day shift who is called upon to serve jury duty shall upon request be temporarily reassigned to the day shift for the days on which he/she is actually assigned to serve on a jury.

## **ARTICLE 24. INSURANCE**

### Section 1

The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for active City employees and their eligible dependents. Active City employees and their eligible dependents participate in this group health care plan. The coverage available through the City's group health care plan is contained in the Plan Document created by the City, a copy of which is incorporated by reference as part of this collective bargaining agreement. Management shall, at its expense, provide a group hospital, medical, surgical insurance, dental insurance, and optical insurance policies to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

Employees shall share in the cost of their health care coverage by paying a health care premium contribution each bi-weekly pay period on a pre-tax basis. The employee health care premium contribution payment is 10% of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents) on a pre-tax basis. The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and retirees who have not become eligible for Medicare or similar national health insurance benefits. In the fall of each year, the City receives an actuarial report that contains two separate calculations. The first calculation (which is to be used to set the rate of the active and retiree premium sharing contributions) is the estimated cost to provide health care coverage to its active employees, retirees who have not become eligible for Medicare or similar national health insurance benefits, and their eligible dependents for the upcoming year. The second calculation (which does not affect the rate of the active and retiree premium sharing contribution and is included here solely for reference) is the estimated cost to provide health care coverage to the retirees who are age sixty-five (65) and older, or who have become eligible for Medicare or other similar national health insurance benefits, and their eligible dependents for the upcoming year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day of or after January 1<sup>st</sup> of the upcoming calendar year. Employees shall be required to pay 1/26<sup>th</sup> of their percentage portion of the annual health care cost each bi-weekly pay period.

The employee health care premium contribution payment effective the first pay period after May 12, 2009 shall be the actual 10% health care premium contribution payment (\$63.63 per pay period as actuarially determined for calendar year 2009).

The City reserves the right to create an alternate high deductible health care plan with a City sponsored Health Savings Account (HSA) and offer that plan on a voluntary basis to active employees after consultation with the Union.

Effective May 12, 2009, the following changes shall be made to the coverage provided under the City's Health Care Plan:

- A. The office visit co-pay shall be increased to \$20 from \$10 which shall be applied to doctor's office visits, chiropractic services (consultations and subsequent adjustments and treatments), and behavioral health (mental health) office visits.
- B. Employee dependent coverage under this Article shall be limited, in the case of a child or children of the employee from date of birth until the end of the calendar year in which the dependent reaches his/her nineteenth (19<sup>th</sup>) birthday, unless the dependent is a full time student (carrying twelve [12] or more credit hours per semester or academic term) in which case the dependent coverage shall last until the end of the calendar year in which the dependent reaches his/her twenty-third (23<sup>rd</sup>) birthday, or the end of the calendar year in which the dependent reaches his/her twenty-fourth (24<sup>th</sup>) birthday at the employee's option due to tax consequences in the calendar year in which a full time student reaches age twenty-four (24).
- C. When using prescription drug benefits for which there is an alternative over-the-counter substitute for proton pump inhibitors (PPI drugs), H2 blockers (h2 receptor antagonists), non-sedating antihistamines, and/or non-steroidal anti-inflammatory drugs (NSAID), an over-the-counter alternative drug must first be prescribed and utilized. If the over-the-counter prescription is determined to be ineffective by the prescribing physician and the physician prescribes the brand name or generic drug as Dispense As Written, then the coverage will provide the drug with the appropriate generic or brand name co-payment.
- D. Employee's dependent coverage shall require that if a working spouse has health care coverage through his/her employer, then coverage provided by his/her employer would be primary for him/her while the City's plan would be secondary.
- E. There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter program, as agreed to by the parties, shall remain in effect and no employee co-payments shall be required for the over-the-counter PPI drugs dispensed under that program. However, if the annual \$600 cap on PPI drugs dispensed in a manner other than under the over-the-counter program is reached, the applicable co-pay shall thereafter be doubled (i.e. the \$20 co-pay for brand name drugs shall be increased to \$40 and the \$10 co-pay for generic drugs shall be increased to \$20) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-payment by the employee.

## Section 2

- A. Management shall, at its expense, provide a \$40,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City's Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation, or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave, will nevertheless be considered still employed. Termination of employment shall not be deemed to include an

employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- B. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than \$80,000, Management shall make a lump sum cash payment equal to the difference between the amount of \$80,000 and the total Workers' Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include the following: (a) the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks); (b) medical expenses payable; (c) burial expenses payable; and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.
  2. For the purpose of computing the "total Workers' Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.
  3. Provisions of this Section 2B shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- C. In the event a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium for the person's spouse and dependents until such time as the covered person would have reached age 65. If, however, the spouse remarries or the spouse is covered by another health insurance policy, this provision shall not apply.
- D. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- E. In the event that the beneficiary, beneficiaries, or the estate of the deceased employee shall be paid benefits under subsection "A" hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee as the case may be shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of \$40,000.
- F. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.

- G. No determination, presumption or findings made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workers' Compensation Act, nor shall the same be an admission of liability under said Act.
- H. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection "D".

### Section 3

- A. The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for retired City employees and their eligible dependents. Retired City employees and their eligible dependents participate in this group health care plan. The coverage available through the City's group health care plan is contained in the Plan Document created by the City, a copy of which is incorporated by reference as part of this collective bargaining agreement. It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: (1) the employee retires with 30 years of service and is at least 50 years old; or (2) the employee is at least 62 years old and has 8 years of service; or (3) the employee is disabled pursuant to the provisions of the pension ordinance.
- B. Retiree health care for employees hired on or after May 12, 2009  
Employees hired on or after May 12, 2009 shall be eligible after six (6) months of service only for a defined-contribution retiree health care savings account. To aid employees in making their employee contribution to their retiree health care savings account, their employee contribution shall step up on employee's anniversary date coinciding with their step increases to permit them to provide increasing Employee contributions in accordance with the following:
  - 1. After six (6) months of service, new hires shall make contributions at the annual rate of \$4,375 (\$14.42 gross per bi-weekly payroll for six (6) months during which time the City shall make contributions at the annual rate \$ 750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).
  - 2. For the next one (1) year of service, the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,500, payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
  - 3. For all years thereafter the employee shall make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

Employees hired on or after May 12, 2009 shall vest in the City funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the City defined benefit pension system. If employees hired on or after May 12, 2009 separate from City employment prior to vesting in a City pension system, they will only be entitled to receive employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care savings account.

The administrator of the health savings plan was mutually agreed upon by the City and the Union after consultation with the Grand Rapids Police Officers Association.

C. Retiree health care for employees hired before May 12, 2009 who are not vested in the City's General Pension System on or before May 12, 2009

Employees hired before May 12, 2009 who have not met the vesting requirements for the City defined benefit pension system on or before May 12, 2009 shall be eligible only for a defined-contribution retiree health care savings account. These employees shall receive an initial City contribution into their retiree health savings account that shall be actuarially determined based on the present value of their future benefit as of July 1, 2008 with calculations updated to reflect the employee's age and pension eligible date as of January 1, 2009. This initial City contribution will be the greater of:

1. The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62; or
2. The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by dividing the months of service as of May 12, 2009 by 360.

This account will also be funded with ongoing contributions as follows:

1. The employee will make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll).
2. The City shall make contributions at the annual rate of \$1,750, payable in biweekly pay period increments (i.e. \$67.30 gross per payroll).

If these employees separate from City employment, they shall in accordance with IRS regulations and plan provisions be entitled to receive the initial City contribution to their defined contribution retiree health care savings account, the annual City contributions, their annual employee contributions, and all investment earnings from their defined contribution retiree health care savings account when they leave City employment.

There will be no employee contribution during the six (6) month period after May 12, 2009; and, the employee contribution during the period six (6) months after November 12, 2009 through May 12, 2010 shall be \$500.

D. Retiree health care for employees hired before May 12, 2009 who are vested in the City's General Pension System on or before May 12, 2009

Employees who have met the vesting requirements of the City's defined benefit pension system on or before May 12, 2009 shall continue to be covered in the City's defined benefit retiree health care system prior to becoming eligible for Medicare or similar national health care benefits under the following terms and conditions:

1. The City will make a contribution towards the percentage portion of the cost of the service and disability retiree health insurance, prior to becoming eligible for Medicare or similar national health care benefits, not covered by the retiree direct contribution (the "City contribution") based upon the number of completed months of credited service the retiree had with the City as of his/her date of retirement. The minimum eligibility for any City contribution towards retiree health insurance costs is ninety-six (96) months of credited service with the amount the City will contribute increasing by each additional complete month of credited service (at .29167% per month) as follows:

Thirty (30) Year Accrual (at .29167% Per Month)  
Vesting at Ninety-Six (96) Complete Months of Credited Service

96 Months	23.0%
108 Months	26.5%
120 Months	30.0%
132 Months	33.5%
144 Months	37.0%
156 Months	40.5%
168 Months	44.0%
180 Months	47.5%
192 Months	51.0%
204 Months	54.5%
216 Months	58.0%
228 Months	61.5%
240 Months	65.0%
252 Months	68.5%
264 Months	72.0%
276 Months	75.5%
288 Months	79.0%
300 Months	82.5%
312 Months	86.0%
324 Months	89.5%
336 Months	93.0%
348 Months	96.5%
360 Months	100%

The amount of their actual months of credited service notwithstanding, the City contribution for disability retirees, and for all other retirees except for those who are deferred who retire at or after age 62, will be calculated as if the retiree had 360 months of credited service to receive a City contribution equal to 100% of the City's portion of the retiree health insurance cost. In the event the retiree has insufficient months of credited service to receive 100% of the City's portion of the retiree health insurance cost, the retiree or eligible surviving spouse of the deceased eligible retiree will be required to pay the remainder of the City's portion of the retiree health insurance cost in addition to the retiree direct contribution amount. Eligibility of the retiree or eligible surviving spouse to participate in the City's health care plan ends upon becoming eligible for Medicare or similar national health care benefits.

2. As of May 12, 2009, individuals who at the time of leaving City employment do not begin receiving a retirement benefit payment from the defined benefit retirement plan are not eligible to continue to participate in the City's health care plan except as provided under COBRA and are not eligible for any City contribution towards retiree health care costs. Deferred retirees may not re-enter the City's health care plan at a later date.
3. Employees who retire as service retirees or disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, are eligible to continue to participate in the City's group health care plan. Eligible service or disability retirees who decline to participate in the City's health care plan shall not be eligible to re-enter the City's health care plan at a later date. A service retiree is an individual who immediately upon leaving active City employment is eligible for and begins receiving a retirement allowance for Age and Service Retirement (Section 1.203), Early retirement (Section 1.208), or Special Early Retirement (Section 1.209), but does not include an individual receiving a retirement allowance for a Deferred Retirement (Section 1.209.3). A disability retiree is an individual

who immediately upon leaving active City employment is eligible for and begins receiving a retirement allowance for Non-Duty Disability Retirement (Section 1.209.1) or Duty Disability Retirement (Section 1.209.3).

4. Service retirees can begin receiving retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, at age fifty (50) with thirty (30) or more years of credited service or at the applicable City pension system's age and service retirement at their earned percentage. Disability retirees can begin receiving retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, when the disability retiree begins to draw a disability pension.
5. For employees who retire on or after May 12, 2009, the health care plan for retirees, prior to becoming eligible for Medicare or similar national health care benefits, shall be the same as provided to active employees including deductibles, co-payments, co-insurance, and benefit design changes as those benefits may be changed through negotiations between the parties.
6. The premium sharing contribution to be paid by age and service and disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, who retire on or after May 12, 2009 shall be the same as paid by active employees as those benefits may be changed through negotiations between the parties. The retiree health care premium sharing payment would be applied uniformly without regard to the category of coverage (i.e. single retiree, retiree and one dependent, and retiree and two or more dependents, prior to becoming eligible for Medicare or similar national health care benefits or upon reaching age 65. The cost would be defined as the blended rate for all active employees and retirees, prior to becoming eligible for Medicare or similar national health care benefits or upon reaching age 65.

Active employees who retire on or before March 31, 2010 shall not be required to pay the premium sharing contribution for the retiree health insurance plan prior to becoming eligible for Medicare or similar national health care benefits.

7. All employees hired before May 12, 2009 who have not been required to convert to the defined contribution health care plan shall be given the option to convert to the defined contribution health care plan. The conversion must occur on or before November 12, 2009. The conversion amount shall be the greater of (1) 5% of the actuarially determined present value of the accrued benefit; or (b) the actuarially determined present value of the accrued benefit multiplied by 90% multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62. On-going contributions for those for those who voluntarily convert to a retiree health savings account shall be at an annual rate of \$1,750 by the City in bi-weekly pay period increments (\$67.30 gross per payroll) and at an annual rate of \$1,000 by the employee (\$38.46 gross per bi-weekly pay period).

E. Retiree health care spousal and dependent coverage prior to becoming eligible for Medicare or similar national health care benefits

Coverage under the City's retiree health care plan, prior to becoming eligible for Medicare or similar national health care benefits, is limited to those individuals who are the spouse and/or qualified dependents of the retiree at the time he/she begins receiving a pension allowance. In the case of a disability retirement granted in accordance with the provisions of Section 1.209.1 of the City of Grand Rapids General Retirement System Ordinance, the spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the Board) shall be eligible for retiree health care benefits until the time the retiree reaches or would have reached eligibility for Medicare or similar national health care benefits. If the retiree and the spouse at the

time of retirement should have further children after retirement, such children by birth shall also be considered to be a qualified dependent for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty (50).

- F. Retiree health care for a spouse and eligible dependents of a deceased retiree prior to the time the deceased retiree would have become eligible for Medicare or similar national health care benefits  
The spouse and eligible dependents of a deceased retiree continue to be eligible for coverage under the City's retiree health care plan through the time that the retiree would have reached eligibility for Medicare or similar national health care benefits, provided that the retiree was participating in the retiree health care plan at the time the retiree died. The surviving spouse shall be eligible for City contributions toward the payment of retiree health care plan premium costs on the same basis that the retiree was eligible. Eligibility for continued coverage in the City's retiree health care plan, prior to the time the deceased retiree would have become eligible for Medicare or similar national health care benefits, and City contributions towards the payment of retiree health care plan premiums shall end if the former spouse becomes married to another individual or is covered by health care coverage under the plan of another employer.

#### Section 4

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

#### Section 5.

- A. 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.
- B. Participating employees who opt out will receive 50% of the amount of the active employee health care cost, net of the employee health care cost contribution at the time the employee opts out of the City's plan (i.e. the current composite rate is \$13,035.60 for 12 months in 2008 and the employee health care cost percentage is 10%, the opt out amount would be calculated as follows: \$13,035.60 divided by 12 equals \$1,086.30 minus 10% premium sharing of \$108.63 = \$977.67 times 50% = \$488.84 per month for a total of \$5,866.02 for the year). This amount will be used for any City authorized deferred compensation programs or Section 125 plan.
- C. This election shall take place annually. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
- D. Every City employee must be covered by health insurance.

#### Section 6

The City and the Union agree to create a joint subcommittee to monitor the costs utilized by the actuary to ensure that only costs appropriately related to the health care plan are included when calculating the City's estimated annual health care costs as those estimates are used to set employee health care premium sharing amounts. These costs will include the direct costs, administrative costs, and the costs of healthy lifestyle and general health education programs.



## **ARTICLE 25. UNIFORMS**

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

Effective May 12, 2009, the cost of cleaning uniforms was increased from one hundred sixty-five dollars (\$165) per year to two hundred and twenty-five dollars (\$225) per year and rolled into the base wage.

Management will not require neckties to be worn from May 1 to October 1. During this period, the uniform shall be a short sleeve shirt. When employees do not have to wear ties, shirts may be unbuttoned no more than four (4) inches at the neck. The Police Chief will retain the prerogative to require formal wear if there is a special event.

## **ARTICLE 26. MILITARY SERVICE VETERANS**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

## **ARTICLE 27. WORKERS' COMPENSATION**

### **Section 1**

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

### **Section 2**

Employees who receive sick leave compensation and who are subsequently awarded Workers' Compensation payments for the same period of time must reimburse the Employer for such amounts received as sick leave compensation. Reimbursement can be carried out through:

- A. Offsetting of the workers' compensation award received by the employee;
- B. 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

C. A lump sum payment from the employee to the employer if approved by the employee.

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

**ARTICLE 28. BULLETIN BOARDS**

Management shall provide space for the posting of notices by the Union. Such notices shall not contain anything adversely reflecting on the City or any of its officials or employees or anything of a local political nature. A copy of every notice shall be given to the Police Chief's office before the notice is posted.

**ARTICLE 29. NO DISCRIMINATION**

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

**ARTICLE 30. MAINTENANCE OF STANDARDS**

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

**ARTICLE 31. AUTHORIZED REPRESENTATIVE**

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

**ARTICLE 32. SUPPLEMENTAL AGREEMENTS**

All supplemental agreements modifying this Agreement shall be in writing and are subject to approval by the duly authorized representatives of the Union and the City.

**ARTICLE 33. VALIDITY**

Section 1

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

Section 2

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

## **ARTICLE 34. ENTIRE AGREEMENT**

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

## **ARTICLE 35. EMERGENCIES**

### **Section 1**

In case of circumstances beyond the control of Management, such as an act of God, riot, flood, civil disorder, and other similar acts, the time limits for Management and Union replies on grievances shall be automatically suspended without recourse from the Union.

### **Section 2**

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

## **ARTICLE 36. HUMANITARIAN CLAUSE**

### **Section 1**

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

### **Section 2**

The parties agree to form a joint labor/management committee to establish a comprehensive humanitarian program within six months of signing this agreement that will assist Management's efforts to place the employee (whenever possible) in an alternative position within the City which he/she is physically and mentally able to perform.

### **Section 3**

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

## **ARTICLE 37. INCOME MAINTENANCE PLAN**

The income maintenance plan provides the employee with an income allowance equal to 75% of his/her regularly assigned salary for a period of one full year in the event that he/she suffers from a catastrophic illness/disability which prevents him/her from being at work and performing his/her normal job.

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, employees shall remain on the City payroll and continue to have insurance premiums and retirement plans funded by the City in the manner outlined elsewhere in this agreement. Employees shall not accrue vacation or sick leave credits.

In the event 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 will be reduced by an amount which will result in the employee receiving not more than 100% of his/her regularly assigned salary during the period of illness or disability.

All decisions regarding an employee's eligibility for income maintenance will be made by the City's 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.

An employee who returns to work after being absent on the income maintenance plan for more than 6 months shall be ineligible to request implementation of the plan for the next 6 months following his/her return.

## **ARTICLE 38. PENSIONS**

### **Section 1**

The pension benefit levels shall be continued for the life of this Agreement. To the extent that they are not in conflict with or impact the benefit levels of this bargaining unit, the parties may meet and confer about any amendments to the pension plan subsequently adopted and approved by the City Commission.

The parties agree to implement the pension ordinance amendments concerning Sections 1.221, Section 1.224, and Section 1.225 as follows:

#### **A. Section 1.221 – Employer Contributions**

- (1) The financial objective of the System shall be to receive contributions each fiscal year which are sufficient to fund the actuarial cost of benefits likely to be paid on account of service earned by members during the fiscal year (the current service contribution) and amortize the unfunded actuarial cost of benefits likely to be paid on account of service earned by members prior to the fiscal year (if any) over a period of years as established by the City.
- (2) If valuation assets exceed actuarial accrued liabilities, the difference shall be the full funding credit. The contributions determined under Section 1.221(1) shall be reduced by an amount which will amortize the full funding credit (if any) over a period of years as established by the City.
- (3) Notwithstanding the offset to current service contributions under (2) of this Section, the City shall make a contribution in the amount determined in this paragraph. In the event the System has greater valuation assets than actuarial accrued liabilities, the City will pay its current service contribution during its next ensuing fiscal year reduced by 10% (or portion thereof) that valuation assets exceed the actuarial accrued liabilities, as determined on the prior June 30 valuation date, except as provided below. The unreduced current service contribution will be paid during the next ensuing fiscal year if the market value of assets on the March 31 prior to the next ensuing fiscal year exceeds the actuarial present value of expected future benefit payments determined at the prior June 30. This subsection 93) shall be effective beginning with the June 30, 1997, actuarial valuation for the contribution rate for July 1, 1998 (FY 1999).
- (4) The employer's contributions for special early pensions shall be determined on a one-year term basis. The Board shall annually certify to the City Commission the amount of contribution so ascertained for the employer and the employer shall during its next ensuing

fiscal year pay such amount to the System. Such payments shall be made in such manner and form and in such frequency and shall be accompanied by such supporting data as the Board shall from time to time determine. When received, such payments shall be credited to the benefit reserve fund.

- (5) Contribution requirements under Sections 1.221(1), (2), and (3) shall be determined by annual actuarial valuations using a generally recognized level percent of payroll actuarial cost method.
- (6) The Board shall certify to the City Commission the amount of annual contribution needed to meet the financial objective and the City Commission shall appropriate and cause the contribution to be paid to the System.

B. Section 1.224 – Limitation of Use of Assets

- (1) All assets of the System shall be held for the sole purpose of paying benefits and making disbursements in accordance with the provisions of this Article and shall be used for no other purpose whatsoever.
- (2) The Board shall not cause the System to lend any part of its income or corpus to the City without the receipt of adequate security and a reasonable rate of interest; pay any compensation to the City, in excess of a reasonable allowance for salaries or compensation for personal services actually rendered to the City; make any part of its services available on a preferential basis to the City; make any substantial purchase of securities or any other property for more than adequate consideration in money or money's worth from the City; sell any substantial part of its securities or other property to the City for less than adequate consideration in money or money's work; or engage in any other transaction with the City which results in a substantial diversion of its income or corpus to the City. Nothing in this section shall require the Board to loan assets of the System to the City or to engage in any other transaction referred to in this section.

C. Section 1.225 – Distribution of Assets if System is Terminated

- (1) The employer hopes and expects to continue the System indefinitely but necessarily reserves the right to amend, modify, suspend, or terminate the System in a manner compatible with any applicable collective bargaining agreement.

No such action shall operate to recapture for the employer any contributions previously made under the System prior to the satisfaction of all liabilities for System benefits to members, nor, except to the extent necessary to meet the requirements of any other governmental Authority, to affect adversely the benefits of retirants and beneficiaries or the trust fund or insured fund then securing such benefits.

- (2) If the System is terminated, the amount of the trust fund and/or insured fund then held by the System shall be allocated, subject to provisions for expenses of administration or liquidation, in the following manner for the exclusive benefit of the then retired and non-retired members (and their beneficiaries) having an interest in this System. Such assets shall be allocated to such persons in the following order of precedence:
  - (a) To provide for the payment to each non-retired member of an amount equal to his/her accumulated contributions;
  - (b) If any assets remain after complete allocations for the purposes of (a) above, to provide for the continuance of allowances to retirants and beneficiaries, if any;

- (c) If any assets remain after complete allocations for the purposes of (a) and (b) above, they shall be allocated toward the potential rights of non-retired members on an equitable and nondiscriminatory basis according to accepted actuarial principles; and
- (d) If any assets remain after satisfaction of all liabilities provided for in (a), (b), and (c) above, any excess shall be delivered over and paid to the employer according to determinations made by the actuary.

The above allocations to System participants shall be distributed by the System in annuities or in such other manner as may be determined by the Board. Payment of all other assets shall be made as determined by the City Commission.

#### Section 2

The employee contribution to the pension plan shall be 2%. There shall be a 1% credit reduction to employee's contribution when City is not contributing to the plan.

#### Section 3

Effective July 1, 2002, the pension multiplier factor was increased to 2.7%. A 90% cap was established for all new hires on/or after January 1, 2002.

#### Section 4

Effective July 1, 2000, all W-2 earnings were included as participating earnings in accordance with the actuarial report. It is understood that all W-2 earnings shall include (in addition to compensation as defined in Section 1.192[11] of the City of Grand Rapids General Retirement System ordinance) holiday pay, overtime pay, shift differential pay, acting assignment pay, pay for compensatory time off in lieu of overtime, any current benefits which in the future may become legally required to be considered to be W-2 earnings, and any future benefits added by the parties which are legally required to be considered W-2 earnings.

#### Section 5

The parties shall make the exchange of a one percent (1%) non-compounding escalator after six (6) years of retirement for the 13<sup>th</sup> check (an even exchange along with the following noted benefit improvements based upon the anticipated actuarial valuation and apply such exchanges to all employees who retire on or after May 12, 2009. The 13<sup>th</sup> check (as provided under Grand Rapids City Code, Chapter 7-Pension and Retirement Benefits, Article 6-Thirteenth Check Pension Supplement-General Pension System) shall be eliminated for all employees who retire on or after May 12, 2009, but those retirees would be considered as eligible retirees for purposes of determining how the 13<sup>th</sup> check is calculated and distributed.

#### Section 6

Effective May 12, 2009, a Medicare Supplement Trust Fund (as provided under Grand Rapids City Code, Chapter 7-Pension and Retirement Benefits, Article 7-Medicare Supplement Trust Fund) was established for bargaining unit members in the amount of one-half of one percent (0.5%) of the salary rate, including longevity pay of those employees covered by the General Retirement System and who will be eligible for Medicare coverage after retirement. Such establishment will be outlined in the above cited Article of City Code, and its operation will be similar to other General Retirement System covered units.

### **ARTICLE 39. SAFETY**

#### Section 1

The parties to this Agreement shall cooperate in the establishment of safety rules and regulations. Two

(2) employees of the bargaining unit shall be members of the Safety Committee.

#### Section 2

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

#### Section 3

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

#### Section 4

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

### **ARTICLE 40. PARKING**

#### Section 1

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

#### Section 2

Management agrees to provide free parking space located within a ½ mile radius from the current work location for all bargaining unit employees who drive their personal automobiles to work.

#### Section 3

The Union and Management agree to meet and explore alternative transportation incentives. The purpose of these meetings will be to see if incentives can be provided to avoid driving personal vehicles to work.

### **ARTICLE 41. EDUCATIONAL REIMBURSEMENT AND BONUS**

#### Section 1. Educational Reimbursement

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

#### Section 2

The City will continue to pay for one annual membership for an employee enrolled in a professional forensic science association such as the International Crime Scene Investigation Association, the International Association for Identification, the Midwestern Association for Forensic Science, or any other association approved by Management.

## ARTICLE 42. DRUG FREE WORKPLACE

### Section 1. Purpose

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

### Section 2. Employee Assistance Program

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

### Section 3. Prescription Drugs

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

### Section 4. Procedures for Testing

- A. The City may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances:
  - 1. There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provisions of this Article.



2. Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses of the suspect person's appearance and behavior which would support a conclusion of a reasonable suspicion.
3. An order to submit to testing may only be issued by a supervisor of the rank of Lieutenant or higher and only after review by and approval of the Police Chief or his/her designee.

B. Report Procedure/Order for Test

If a supervisor (as referenced in subsection "A3" above) concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

1. The supervisor shall relieve the employee from duty and direct him/her to remain at the station. The supervisor shall take reasonable precaution to ensure the safety of the employee and immediately notify the unit commander and the Police Chief or his/her designee.
2. The supervisor provide the employee and the Union representative (if requested) verbal explanation of his/her reasons for seeking an order for examination. The explanation by the supervisor shall be reduced to a written report before the end of the supervisor's shift on the day of the incident. The written report shall state the reasons for the examination order and contain information regarding any potential witnesses. The written report shall be signed, noting the time and the date of the incident. Said report shall be immediately presented to the unit commander and the Police Chief or his/her designee with a copy being provided to the employee and his/her Union representative.
3. After the supervisor has explained his/her reasons to the employee for seeking an order for examination, the employee shall be afforded an opportunity to present an explanation to the unit commander and the Police Chief or his/her designee.
4. If the Police Chief or his/her designee concludes that a test is necessary, the order will be issued verbally by the reporting supervisor and confirmed in writing by the Police Chief or his/her designee within twenty-four (24) hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.

C. Drug Testing Procedure

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

D. Alcohol Testing

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

Section 5. Discipline and Employee Assistance

- A. An employee who tests positive for illegal drugs, controlled substances (except as required by a

treating physician in accordance with Section 3 of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly.

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

#### Section 6. Grievance Procedure

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

### **ARTICLE 43. COPIES OF LABOR AGREEMENT**

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

### **ARTICLE 44. DIVERSITY**

The parties agree to work jointly during the period of this contract to identify ways to nurture diversity in the Forensic Science field.

### **ARTICLE 45. WORK/LIFE POLICY**

The parties agree to arrange for interested representatives to serve on and encourage the important work of the Work/Life Strategic Planning Committee.

## ARTICLE 46. LETTERS OF UNDERSTANDING

### 1. ALTERNATIVE PARKING LOCATION

In accordance with Article 32-Supplemental Agreements, the parties mutually agree and stipulate to the following terms and conditions regarding alternative parking to the current designated parking spaces provided for bargaining unit employees in a surface lot south of the VanAndel Arena (Area 4) under the provisions of Article 40-Parking:

- A. Due to the availability of parking spaces in the parking structure at the corner of Louis and Ionia (Monroe Center), bargaining unit members' cards shall be programmed for access to that structure until such time as the Parking Services Department projects rental of parking spaces in that structure will prohibit further use of that alternative structure. Programming of cards shall be initially for twenty-four (24) hour access; however, with notice as provided in item B below, access may be restricted to the hours of 4:00 PM until 9:30 AM.
- B. Within two (2) weeks written notice (14 calendar days), the City may cease providing such alternative parking spaces to all bargaining unit members or those assigned to a particular shift.
- C. Upon such written notice, the parties may agree to meet and confer to see if acceptable alternatives may be available other than the primary surface lot south of the VanAndel Arena.

### 2. LATENT PRINT TECHNICIAN

During negotiations in 2002, the parties agree to establish a Latent Print Technician classification which would be placed in the Crime Scene Technician and Latent Print Examiner bargaining unit. In accordance with understandings reached in subsequent discussions, the parties mutually agree and stipulate to the following:

- A. All Crime Scene Technicians (CST) with five (5) or more years of experience in that classification shall be eligible to apply to take the Civil Service examination for the Latent Print Technician (LPT) classification. Those individuals who qualify on a pass/fail basis will be placed in an eligible pool that will be in effect for a minimum of six (6) months. Extensions of such lists shall be subject to the rules of the Civil Service Board. It is understood that the city may elect to give a concurrent entrance examination for the classification of LPT. Successful bargaining unit candidates shall have priority of appointment over candidates on an entrance eligible list.
- B. If promoted to LPT, the employee selected shall be subject to an evaluation period within the first six (6) months of a two (2) year probationary period. During the evaluation period, the employee or Management may decide that the employee is not suited for the classification of LPT. In such case the employee shall be returned to the classification of CST if promoted from that classification. An employee selected for LPT is intended to remain in that classification until a Latent Print Examiner (LPE) vacancy occurs and will be paid at a rate of pay equivalent to the E step of the LPE pay range (the F step of the LPT pay range). Entrance eligible employees who fail probation within the two (2) year probationary period shall be discharged as provided in Article 11-Seniority, Section 2B.
- C. When an LPE vacancy which is intended to be filled by Management occurs, the vacancy shall be filled by the employee who has passed probation in the LPT classification. If promoted, the employee shall be placed at the F step of the LPE pay range (range 04J). The employee shall be subject to a two (2) year probationary period during which time

he/she must complete all required Automated Fingerprint Identification System (AFIS) certification as a Latent Print Operator. If the employee fails to complete certifications within the two (2) year probationary period, he/she shall be demoted to the classification of CST. If no vacancy exists in the CST classification, the employee shall be allowed to replace the least senior employee in that classification based on his/her bargaining unit seniority. An employee who is demoted to the CST classification during the two (2) year probationary period shall be ineligible to apply to take the LPT examination for a period of one (1) year.

- D. When an employee is promoted to the LPE classification and the promotion results in an LPT vacancy, the vacancy shall be filled through the procedure outlined in items A, B, and C above.

When first utilized between 2004 and 2008, the promotion of two (2) Crime Scene Technicians prompted concerns by the Union in the areas of staffing, work load distribution, and forced shift and schedule changes. The parties discussed these issues during negotiations in 2009 and have agreed that the Union shall be provided advance notice when the classification of Latent Print Technician is next to be used, and the parties (upon request of the Union) shall meet and discuss the impacts which are anticipated and may explore alternatives. These alternatives may include but are not limited to actions by the City such as utilization of a seasonal Crime Scene Technician(s) or succession planning by first hiring a permanent Crime Scene Technician(s) before the promotions and training/evaluation of the Latent Print Technician(s).

3. AFLAC

The parties agreed to have the benefit services provided by AFLAC available to the unit's members as long as the administration of such services is at no cost to the City.

4. REGULAR USE OF SICK LEAVE

During the 2003-2004 negotiations, the parties agreed to further research and negotiate the possibility of changing the configuration of regular use of sick leave for an employee's minor child and his/her spouse. The parties agreed that if such change were to be approved by the City manager, it would be done on a trial basis within this unit only.

5. HEALTH INSURANCE FOR MILITARY ACTIVATED EMPLOYEES

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

**ARTICLE 47. TERMINATION AND MODIFICATION**

Section 1

This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2010.

Section 2

If either party desires to terminate this Agreement, it shall not less than sixty (60) days and not more than one hundred eighty (180) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

### Section 3

If either party desires to modify or change this Agreement, it shall not less than sixty (60) days and not more than one hundred eighty (180) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

### Section 4. Notice of Termination and Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 1 Monroe Center NW, Grand Rapids, Michigan; and if to Management, to City of Grand Rapids, City Hall, Grand Rapids, Michigan or to any such address as the Union or Management may make available to each other.

**APPENDIX A**

**WAGES**

**EFFECTIVE JULY 1, 2007**

	<b>H</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Crime Scene Technician	40,493 19.4679	42,779 20.5670	44,561 21.4238	46,419 22.3168	48,351 23.2459	50,368 24.2154	52,467 25.2243
Latent Print Technician							55,095 26.4881
Latent Print Examiner					53,781 25.8562	55,095 26.4881	57,713 27.7466

**EFFECTIVE MAY 12, 2009**

	<b>H</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Crime Scene Technician	41,736 20.0655	44,080 21.1921	45,906 22.0703	47,810 22.9854	49,791 23.9379	51,858 24.9317	54,009 25.9658
Latent Print Technician							56,703 27.2612
Latent Print Examiner					55,356 26.6135	56,703 27.2612	59,386 28.5511

**EFFECTIVE JULY 1, 2009**

	<b>H</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Crime Scene Technician	42,571 20.4668	44,961 21.6159	46,824 22.5117	48,766 23.4453	50,787 24.4167	52,895 25.4303	55,089 26.4851
Latent Print Technician							57,837 27.8064
Latent Print Examiner					56,463 27.1458	57,837 27.8064	60,574 29.1221

**APPENDIX A CONTINUED**

**WAGES**

**EFFECTIVE JUNE 30, 2010**

	H	A	B	C	D	E	F
Crime Scene Technician	43,635	46,085	47,995	49,985	52,056	54,217	56,466
	20.9785	22.1563	23.0745	24.0314	25.0271	26.0661	27.1472
Latent Print Technician							59,283
							28.5016
Latent Print Examiner					57,875	59,283	62,088
					27.8244	28.5016	29.8502

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

The following provisions shall apply only to the bargaining unit employees holding the classification of Police Intern employed by the Grand Rapids Police Department.

1. Terms of Employment

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

2. Probationary Period

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

3. Appeal Procedure

Any employee who has successfully completed the initial probationary period may appeal a disciplinary discharge, reduction in pay, or a suspension, to the City Civil Service Board. Such appeal shall be in accordance with the provisions of Civil Service Rules. It is expressly agreed that such appeals shall be an election of remedies and a waiver of any right possessed by both the employee and the Union to contest such matter in any other forum. The decision of the Civil Service Board shall be considered final and binding on all parties.

4. Uniforms

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

5. Overtime Work

Work, authorized by management, performed in excess of 40 hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular straight time rate of pay. In cases where a Police Intern has a required court appearance outside his/her regularly scheduled work hours, he/she shall receive a minimum of two (2) hours regular pay, unless such hours worked when added to the regular hours worked in the work week exceed forty (40) hours. Only the actual hours spent in court, when paid such two (2) hour minimum regular pay, shall be counted toward the FLSA overtime threshold of forty (40) hours per week.

6. Work Hours

- A. **Work Week:** During the school term, an employee may be assigned a schedule of up to 24 hours per week; otherwise the schedule may consist of 40 hours per week.
- B. **Work Day:** During the school term, an employee may be assigned to an irregular schedule of hours; otherwise the work day shall consist of eight (8) hours, excluding lunch periods, as assigned by management. Subject to the needs of the service, management will develop a rotating shift schedule. The intent of this provision is to attempt to provide employees with a stable work schedule.



7. Seniority - Layoff

- A. Definition: Seniority shall mean the status attained by length of continuous service in the classification of Police Intern.
- B. Layoff: In the event of a reduction in the work force, employees shall be laid off in inverse order of their seniority.

8. Holidays

An employee who is scheduled to work on any of the recognized, designated holidays (listed in Article 20, Section 2 of the basic labor agreement including the employee's birthday when worked on the actual date) shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday. An employee who is not scheduled to work on one of the above holidays (excluding the employee's birthday) which would normally fall in his/her 24 hour work schedule shall be paid for eight (8) hours at the straight time rate for that holiday.

The employee's birthday holiday is only intended to apply to Police Interns as provided herein. It is further the intent of the parties that normal work schedules shall not be changed for the purpose of having a Police Intern work on his/her birthday in order to receive overtime pay.

In addition to the above provisions, the following indicated articles of the basic labor agreement shall apply to employees holding the classification of Police Intern. Any article not specifically listed shall have no application to the employees in such classification.

List of Contract Articles

Agreement

- Article 1. Recognition
- Article 2. Union Security
- Article 3. Management Security
- Article 4. Management Rights
- Article 5. Union Bargaining Committee
- Article 6. Special Meeting
- Article 7. Union Representation
- Article 9. Payment of Back Pay Claims
- Article 10. Discharge and Discipline  
Sections 1, 2, 4, 6, 7, & 8
- Article 29. No Discrimination
- Article 31. Authorized Representative
- Article 32. Supplemental Agreements
- Article 33. Validity
- Article 34. Entire Agreement
- Article 35. Emergencies, Section 1
- Article 39. Safety
- Article 40. Parking
- Article 43. Copies of Agreement
- Article 47. Termination and Modification

HOURLY WAGE SCHEDULE - POLICE INTERN

EFFECTIVE JULY 1, 2007

A	B	C
10.20	10.50	10.80

EFFECTIVE JULY 1, 2008

A	B	C
10.30	10.60	10.90

EFFECTIVE JULY 1, 2009

A	B	C
10.40	10.70	11.00

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES

\_\_\_\_\_  
  
\_\_\_\_\_

CITY OF GRAND RAPIDS

\_\_\_\_\_  
George K. Heartwell, Mayor

\_\_\_\_\_  
Lauri S. Parks, City Clerk

GRAND RAPIDS POLICE OFFICERS  
ASSOCIATION - CRIME SCENE  
TECHNICIAN & LATENT PRINT  
EXAMINER/POLICE INTERN UNIT

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

APPROVED FOR THE MAYOR'S SIGNATURE

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 29th day of December, 2009.

WITNESSES

C. Thompson

C. THOMPSON

CITY OF GRAND RAPIDS

George K. Heartwell  
George K. Heartwell, Mayor

Lauri S. Parks  
Lauri S. Parks, City Clerk

GRAND RAPIDS POLICE OFFICERS  
ASSOCIATION - CRIME SCENE  
TECHNICIAN & LATENT PRINT  
EXAMINER/POLICE INTERN UNIT

David J. Leonard  
[Signature]

AFFIX  
Mayor's Signature

SB 12/29/09  
Dept. of Law

APPROVED FOR THE MAYOR'S SIGNATURE

[Signature]