

CITY OF  
GRAND  
RAPIDS

AND



**GRPOA**

***GRAND RAPIDS POLICE OFFICERS ASSOCIATION***

***OFFICER & SERGEANT UNIT***

**AGREEMENT**

**JULY 1, 2016 THROUGH JUNE 30, 2019**

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## **AGREEMENT**

THIS AGREEMENT is entered into as of this 1st day of July, 2016, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management" and the GRAND RAPIDS POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Union."

### **ARTICLE 1** **RECOGNITION**

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit consists of all employees holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changes as hereinafter provided, and excludes all supervisors and all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

Section 3. Management shall not enter into any other agreements with employees in this bargaining unit, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

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

Section 1. Management will make available to all employees entering the bargaining unit a copy of this Agreement.

Section 2. It shall be a condition of employment that all present and past Union members in the bargaining unit and all future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of the regular monthly Union dues within thirty (30) days after the execution of this Agreement or the beginning of his/her 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. Such remittance shall be made with two checks, representing the proportionate share of State FOP and the Grand Rapids Police Officers Association membership dues, as certified by the Grand Rapids Police Officers Association.

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 check off 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 of Grand Rapids and the direction of the work force, including, but not limited to the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to layoff for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the reasonable methods, processes and manner of performing work, are vested exclusively in Management. In exercising these functions, Management 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 a Police Officer's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to proper performance of a Police Officer's duties.

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

Section 1. The bargaining committee of the Union will include not more than five (5) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. 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 prior to the beginning of bargaining.

Section 2. There will be no discrimination against any employee because of his 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 his/her 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 his/her 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 his/her 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 assigned work area and assist in its presentation. Therefore, he/she shall be allowed reasonable time 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 Union President shall, at the union's request, be assigned to a position on the day shift.

Section 7. Management will continue all current practices regarding union activities at Police Headquarters throughout the life of this Agreement.

Section 8. Union stewards shall be allowed reasonable time to attend Union meetings during their regular working hours without loss of pay. Such release time with pay shall not exceed three (3) stewards per meeting or six (6) meetings per calendar year.

Section 9. 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 10. Management will continue to make reasonable accommodations which will allow the Union President to attend to Labor Relations issues relating to the GRPOA during working hours during the life of this Agreement.

At the Union's request, a joint labor/management committee shall be formed to explore the feasibility of the position of Union President becoming a full time paid and released position to attend to Labor Relations issues.

## **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 any scheduled arbitration date(s) 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:

Step 1

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

Step 2

- A. The Union may initiate a demand for arbitration by serving written notice to arbitrate a grievance with the City Labor Relations Department 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.

- B. In cases involving discharge, demotion, reduction in rank or compensation, or suspension, the Union may at its discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice. However, in the event of the employee's election to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.
- C. The parties agree to utilize the following persons as arbitrators:

Joseph P. Girolamo  
Ruth Kahn  
Benjamin A. Kerner  
Stanley T. Dobry

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. In a termination of employment case in which the arbitrator overturns the termination, if the employer seeks to vacate the arbitration award through court action, the employer shall immediately place the employee on the payroll with normal benefits until the final court action is completed. If, after the final court action, the employer is successful in vacating the termination award it may immediately remove the employee from the payroll, but may not seek to recover any wages or benefits paid during the court action.

When an employee provides false information during a Section 8 hearing which pertains materially to the nature of the complaint being investigated, the parties agree that such violation shall be considered proper cause for summary discharge. In such cases, the arbitrator shall be limited to a determination of the facts only and shall have no authority to modify the discipline imposed if the facts support the violation.

- D. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied, 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 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 or his/her designee shall attend all arbitration proceedings without loss of compensation in any manner. If arbitration proceedings are held on the Union President's or his/her designee's regular workday, preparation for and attendance at the arbitration shall constitute his/her full workday.

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

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

Section 1. Back wages and/or benefits will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure. The employer, upon a finding, shall pay the employee within thirty (30) days of receipt of the Arbitration Decision.

Section 2. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate. Any claims for back pay shall be reduced by interim employment earnings and/or unemployment compensation, if directed by the arbitrator or Civil Service Board.

**ARTICLE 10**  
**DISCHARGE AND DISCIPLINE**

Section 1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and to the President of the Union.

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 neither take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. 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/her personnel file upon request to the Director of Human Resources. Except to show notice or knowledge when such is in dispute, discipline which has been or could be removed from an employee's personnel file shall not be introduced in an arbitration hearing.
- 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.
- 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.

### Section 9. Written Counseling and Discipline

- A. It is understood that the issuance of a written counseling by the department is not considered by the parties to be disciplinary action. It is the intent of such written counseling to document in writing the discussions held with the employee regarding what the department expects as far as his/her behavior, work performance and/or compliance with identified rules, regulations, procedures and/or policies.
- B. If written counseling is issued to an employee, a copy will remain in that employee's personnel file for a minimum of one (1) year from date of issuance. If during that one (1) year period there are no further behavior or performance issues addressed with that employee either through additional counseling or discipline, the employee may submit a request to the Director of Human resources to have the written counseling permanently removed from his/her personnel file.
- C. If additional counseling is issued during the one (1) year period, the written counseling remains in the employee's personnel file and he/she shall be required to achieve another one (1) year period from the date that subsequent counseling is issued before he/she can request to remove counseling documents placed in his/her personnel file during the prior period. If disciplinary action occurs during the one (1) year period based upon similar behavior or performance issues, the two (2) year period as proved in Section 3A above shall apply to the related written counseling(s) and the disciplinary action.
- D. The parties acknowledge that the intent of Section 3A above is to require an employee to complete two (2) years of service without disciplinary action prior to applying the contractual bar that Management will not take into account any prior infractions which occurred more than two (2) years previously. The two (2) year period shall run from the date of infraction on which the previous discipline is based to the date of the current infraction. Any infractions(s) within that two (2) year period that entails disciplinary action and is upheld by an arbitrator (if appealed) shall restart the two (2) year period effective the date of that subsequent infraction.

This understanding is intended to amend the express provisions of Section 3A above as interpreted by Arbitrator Mario Chiesa in his opinion and award for POLC 6-92 dated April 16, 1993.

Section 10. Suspensions      Disciplinary suspensions shall be given in hours.

**ARTICLE 11**  
**SENIORITY**

Section 1. Definitions

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

Section 2. Accrual of Seniority

- A. Establishment of relative seniority for bargaining unit members shall be determined as follows:
1. Employees hired as Police Officers (i.e. those employees hired with MCOLES certification established) shall be considered to have higher seniority than those employees hired as Police Recruits (i.e. those employees hired who must go through academy or other training in order to receive MCOLES certification) on the same date. This date shall be reflected as the hire date on the seniority roster maintained by the department.
  2. If Police Officers and/or Police Recruits with the same hire date are assigned to patrol duties or other full duties following initial training and department orientation on different dates, the Police Officer or Police Recruit with the earlier date of assignment shall be considered to have higher seniority than other employees within his/her respective rank. This date shall be reflected as the seniority date on the seniority roster maintained by the department. An employee assigned to full duties prior to completing his/her training and department orientation shall be assigned a seniority date the same as the majority of his/her class.
  3. If Police Officers and/or Police Recruits have the same hire date and same seniority date (as defined above), seniority ties within the respective ranks shall be broken by a summation of the digits of the employees' full social numbers. Those employees with the higher total of the digits shall be considered higher in seniority.
  4. In cases where Police Officers and/or Recruits have a tie in the summation of their social security number digits which precludes that method from breaking a tie in relative seniority, the department shall break such ties between such employees by a flip of the coin. Relative seniority shall then be recorded by the order listed on the seniority roster maintained by the department and numbered.
- 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, except the position of Police Officer which shall be subject to a probationary period of twelve (12) months. At any time during the probationary period, the City Manager may discipline or discharge the probationary employee. Any employee so disciplined or 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, except that Police Recruits who fail to successfully complete the six (6) month probationary period for the position of Police Officer shall be terminated without recourse to the grievance procedure.

### Section 3. Loss of Seniority

An employee shall lose his/her seniority and his/her 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. In the case of recall from layoff after a period of layoff longer than a continuous period of six (6) months or the length of the employee's total continuous service in the Police Department, whichever is greater, the recall date shall become the employee's new seniority date. However, the employee shall be given seniority credit for previous active service for all purposes except the probationary period specified in Section 2B of this Article.

### 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

- A. Only those employees who have passed their latest performance evaluation may express their interest in being qualified for promotion by filing application with the Human Resources Department.
- B. A validated examination shall be administered under the supervision of the Civil Service Board. Participants who successfully complete the procedure on a pass/fail scoring basis shall constitute the eligible qualified candidate pool.
- C. Regardless of any rule, regulation or requirement to the contrary, the City Manager shall have the authority to promote any employee who is determined to be qualified.
- D. When multiple promotions occur on the same date, seniority in rank among those promoted on that date shall be determined by departmental seniority.



- E. Except as otherwise specified in this Agreement, the provisions of the Civil Service Board rules and regulations shall apply to the appointment and promotional procedure. Provided, however, that it is expressly understood and agreed that the prior "rule of three (3)" certification restriction required by the City Charter shall be considered void and have no application to promotions occurring after the effective date of this Agreement.

## **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 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 rank of Sergeant in lieu of layoff in accordance with the provisions of Section 3 above.

#### Section 9. General Layoff Procedure

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 an action taken for objective and reasonable needs after employees are assigned their service area and after management has assigned the number of slots.

#### Section 2.

- A. When the needs of the service permit, seniority shall be recognized as the basis of shift and starting time assignment.
- B. Shifts and starting times shall be posted in the Uniform Patrol Teams, and such other divisions providing 24-hour service utilizing more than one shift, semi-annually for a period of seven (7) calendar days. Employees assigned to such teams or divisions shall indicate their shift and starting time preference by bidding in February and August of each year.
- C. Upon completion of the bidding period, management shall provide at least twenty-one (21) calendar days' notice of the employees' shift, starting time, and schedule assignments prior to the effective date of the new schedule.
- D. An employee reassigned or transferred between shift bid periods shall be allowed to select their shift and starting time on a seniority basis, subject to the "needs of service."
- E. If a vacancy occurs on a shift or starting time with at least two (2) months remaining in the shift bid period and the vacancy is to be filled by the Employer, the most senior unsuccessful bidder

for that shift during the last shift bid shall have preference for the shift assignment subject to the needs of the service.

- F. If in the future work shifts for Community Police Officers are expanded to more than one shift, the parties agree that shift bidding amongst Community Police Officers as provided in this section shall be provided.

Section 3. When the "needs of service" provision is invoked for the purpose of departing from the application of seniority in making shift or starting time 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.

Section 5. Temporary Reassignment for Training

As an exception to the prohibition of partial shift adjustments under Section 4 above, Management reserves the right to make temporary reassignments of personnel to the Training division in order to accommodate necessary training schedules. Employees shall be provided advance notice of such reassignments for training and any changes in his/her bid shift hours. Except in the case of circumstances beyond the control and knowledge of Management, seven (7) calendar days' notice shall be given in the event an employee is temporarily reassigned from a bid shift to the Training division in order to accommodate necessary training schedules. Such notice shall be in writing and copies shall be given to the affected employee and the Union. If it is found that such notice has not been provided within the requisite days prior to the reassignment, Management may rescind the reassignment or shall pay the employee overtime for all hours worked outside his/her bid shift hours.

**ARTICLE 14**  
**OVERTIME**

Section 1. Purpose

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

Section 2. Definitions

A. Normal Work Week and Work Day

Management will not reduce the regular work schedule to less than eighty (80) hours in a two (2) week period in lieu of layoff.

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. Overtime shall be computed to the nearest one-quarter ( $\frac{1}{4}$ ) hour (fifteen [15] minutes).

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

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

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, or any other administrative hearings, outside his/her regular hours shall receive mileage provided by the court and shall have a minimum guarantee of three (3) hours at time and one-half (1½) for such time spent in court.
- C. Callback shall be anytime that an employee is ordered into work during times other than his/her normal working hours. The provisions of callback shall not apply if the callback period starts 15 minutes or less after the end of his/her normally scheduled shift or ends 15 minutes or less before the start of his/her normally scheduled shift. Callback shall have a minimum guarantee of two (2) hours at time and one-half (1½) for such work.
- D. 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 any 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, Internal Affairs Unit, and attendance at in-service training classes shall be at the rate of time and one-half (1½) for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year or 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. Compensatory time may be accumulated as provided above; however, no law enforcement personnel shall be permitted to accumulate more than four hundred and eighty (480) hours. During the calendar year in which the overtime was worked, the employee may request cash payment for a portion or all of the available compensatory time.

#### Section 5. Overtime Distribution for Special Events

- A. Overtime assignments for the events listed in Section B below shall be handled in the following manner:
  - 1. The Department will publish annually the list of scheduled events.
  - 2. Officers desiring to volunteer for overtime at these events shall sign up within a designated period of time after the list is published. Officers may not select only specific events, but must volunteer for all overtime assignments on the list. Officers who have elected not to sign up during this period or who become employed after the sign-up period has ended may not be added until the next year's sign-up period.
  - 3. The Department will prepare a master overtime assignment list of all volunteers in seniority order.
  - 4. As specific events arise during each annual period for which the volunteers have signed up, opportunities to work during those events shall be offered by distributing sign-up sheets in advance. Officers wishing to work the event identified shall indicate by signing

his/her name. Officers not signing will be considered as not wanting to voluntarily work that event. Those officers signing who are scheduled to work the event (whether he/she actually reports to work the event or not) shall be moved to the bottom of the master overtime assignment list in seniority order within that scheduled group prior to the next event sign-up period. Those officers not signing his/her name on the sign-up sheet and those officers who have signed up and who are not scheduled shall remain in his/her previous position on the master overtime assignment list.

5. If there are insufficient officers signed up for a special event, the Department may assign the overtime in accordance with Article 4 of the collective bargaining Agreement. Officers who are listed volunteers and do not sign-up for an event, but are subsequently mandatorily assigned to work that special event shall retain his/her previous position on the master overtime assignment list.

- |    |                                  |                                    |
|----|----------------------------------|------------------------------------|
| B. | Irish Jig 5-K Race               | St. Patrick's Day Parade           |
|    | River Bank Run                   | Memorial Day Parade                |
|    | Celebration on the Grand Parade  | Celebration on the Grand Fireworks |
|    | Pulaski Day Parade               | Veterans' Day Parade               |
|    | Festival                         | Festival Parade                    |
|    | 4th of July Gala/Fireworks       | Labor Day Parade                   |
|    | Run through Apple Country        | Santa Claus Parade                 |
|    | Gus Macker Basketball Tournament |                                    |

For purposes of this Section, this list of events shall be exclusive for the duration of this collective bargaining Agreement.

- C. Sergeants or detectives who sign up for overtime opportunities will be paid at the police officer F-Step rate unless he/she is assigned to work the event within his/her classification.

Section 6. Monitoring of Overtime Distribution

During negotiations in 2003-2004, the parties committed to monitor the overtime distribution process.

**ARTICLE 15**  
**NEW OR CHANGED JOBS**

Section 1.

- A. Existing classifications and job descriptions may be amended during the life of this Agreement in a manner consistent with Civil Service Board rules for the maintenance of the classification plan.
- B. The parties will negotiate whether a new and/or changed job should be in or out of the bargaining unit. Disputes regarding whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedures.
- C. The parties will negotiate as to the salary range for all new and/or changed jobs determined to be included in the bargaining unit.

Section 2. Effective July 1, 2014 the performance evaluation system agreed upon January 10, 2014 during negotiations will be implemented.

**ARTICLE 16**  
**WAGES**

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendices D and E.

Section 2. Effective July 1, 2016 education incentive pay was eliminated and \$1000 was included in the base wage prior to the 2016 wage increase.

Section 3. Effective July 1, 1991, a shift premium of 25¢ per hour was enacted for personnel regularly assigned to second and third shifts, NPU second shift, Vice second shift, and Youth Commonwealth officers. The shift premium (as referenced above) was increased to 30¢ per hour effective July 1, 1995; 35¢ per hour effective July 1, 1996; and 55¢ per hour effective July 1, 2001. Effective July 1, 2004, the shift premium for third shift only was increased to 70¢ per hour. Shift premium is payable only to those persons who are regularly assigned to the second and third shift hours and will be applied to all hours actually worked by those personnel assigned.

Section 4. Care and Maintenance of Departmental Canines

- A. Effective February 1, 1998, the Grand Rapids Police Department shall authorize and pay all canine handlers one-half (½) hour of compensation at time and one-half (½) his/her regular rate for each calendar day in which he/she is in possession of a departmental canine. This shall be considered to be total compensation for off-duty time spent in connection with the normal care and maintenance of the assigned police canine.
- B. Any other off-duty activities that the canine handler does in addition to the normal care and maintenance, training, etc. of the assigned police canine, at home or after the end of the shift, must be approved by the canine coordinator in order to be authorized and paid. If so approved, these additional off-duty activities shall be paid at time and one-half (½) his/her regular rate.
- C. In accordance with and subject to the provisions of City Commission Policy #600-13, the Grand Rapids Police Department shall provide a City vehicle to transport the assigned canine to and from his/her residence. The maintenance costs of the City vehicle shall be the responsibility of the department.
- D. The City of Grand Rapids retains ownership and responsibility for the departmental canine and shall be responsible to pay for all veterinarian services, food, and other authorized incidentals required for the proper care and maintenance of the assigned canine.
- E. All official police use of the departmental canine shall be conducted in accordance with the Grand Rapids Police Department General Orders, Manual of Procedures, and/or Manual of Conduct along with City of Grand Rapids Rules and Regulations.

Section 5. Direct Deposit

All employees will be required to have their paycheck directly deposited into a bank or financial account or to receive their pay by means of a debit card.

Section 6. Premium

Effective March 18, 2012, employees working in the Patrol Unit will no longer receive an EDO. Effective March 18, 2012, employees working in the Patrol, Community Officer, and Special Response Team Units, or any future unit performing uniformed patrol duties will receive a thirty cent (30¢) per hour premium for all hours worked.

## **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.

When an experienced candidate is hired as a Police Officer, the City may offer initial employment at the C step versus the R step if the candidate has a minimum of three (3) years' experience as a full time Police Officer. This shall be considered as an exception to the above requirement which would otherwise require that all original employment compensation begin at the lowest step for an employee's position class.

B. End of Probation

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

Those employees who served an acting assignment as a sergeant for a continuous period of one (1) year or more immediately prior to promotion to the rank of sergeant shall be placed at Step F of the salary range upon promotion. Such placement shall not have any effect on the requirement to serve a probationary period as provided for in Article 11, Section 2C.

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 member's anniversary date.

Section 6. Acting Assignment

An acting assignment shall only be made by Command personnel (Lieutenant or above) and shall be in writing. The two (2) hours acting assignment for which an employee does not receive the rate of the



higher classification shall only be used in emergency situations, for lunch periods and/or breaks. Employees so ordered shall receive the rate of the higher 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.

## **ARTICLE 18** **VACATIONS**

### **Section 1. Definitions**

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

### **Section 2. Vacation Allowance**

- A. An employee with less than five (5) years of continuous service shall earn vacation based upon the monthly earned rate of 6.667 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 6.667 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 = 6.667].)
- B. On the first day following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulatively 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:

C.	<u>Years of Continuous Service</u>	<u>Vacation Hours Credited on the Day Following Anniversary</u>
	1 year	80 hours
	2 years	88 hours
	3 years	96 hours
	4 years	104 hours
	5 years	112 hours
	6 years	120 hours
	7 years	128 hours
	8 years	136 hours
	9 years	144 hours

10 years	152 hours
11 years	160 hours
12 years	168 hours
13 years	176 hours
14 years	184 hours
15 years	192 hours
16 years +	200 hours

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

Section 3. Use of Vacation

- A. Vacations shall be scheduled with due regard for seniority, employee preference and objective and reasonable service needs. Management will review and grant adjustments in the daily allotments where consistent with staffing factors. All employees shall have a reasonable opportunity to utilize their annually credited vacation time (as defined in Article 19, Section 3B) during the calendar year. The union president shall be allowed to use up to seven of his/her vacation days without regard to the daily allotments available and without impact on the daily allotments available.
- 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. The employee shall use the additional hours of vacation within the balance of the allowed fifteen (15) month period. 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 the period between January 1 and November 30 during which a balance of sixty-eight (68) days which may be maintained.
- 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. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon terminating, the employee shall be paid in full 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. In addition, an employee will be paid in full for those hours accrued but not yet credited to his/her vacation leave bank upon termination of employment.

Section 4. Reporting for Duty during Vacation

Any employee who is scheduled for vacation leave for at least one (1) week and is required to report to duty for a period of one (1) day or part thereof shall be afforded the option of either remaining on vacation leave and receiving overtime pay or canceling the vacation leave and receiving straight time pay for the shift. In no circumstance shall any employee be afforded such option for reporting to work for more than one (1) day and in instances of vacation periods of less than one (1) week.

With the exception of an emergency, any employee who has taken a day or days off (vacation or compensatory time) shall not be ordered into work on such day or days or any regularly scheduled day or days off that adjoin (before or after) the day or days taken off.

Section 5. Vacation Sell-Back Program

On an optional basis employees may elect to sell back a maximum of 120 hours of their accumulated vacation balance. A maximum of three weeks can be sold back at ¾ of its value in the month of November. Employees who choose this option must maintain a minimum balance of 80 hours of vacation time after November 30.

**ARTICLE 19**  
**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 paid holidays for employees:

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Employee's Birthday	Christmas Day

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", "C", and "E" below.

- B. Whenever any of the above holidays fall on Saturday, the Friday immediately preceding shall be considered as the holiday, provided that this provision shall not apply to the Uniform Patrol Teams (including Community Policing Officers) and the regular night shifts of the Vice Unit or Detective Unit which includes duty on Saturdays and/or Sundays.
- C. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday, provided that this provision shall not apply to the Uniform Patrol Teams (including Community Policing Officers) and the regular night shifts of the Vice Unit or Detective Unit which includes duty on Saturdays and/or Sundays.
- D. Whenever the employee's birthday falls on the day considered as one of the other paid holidays, the next calendar day shall be considered as the employee's birthday. A birthday holiday may be used on the day of occurrence or thirty (30) days following the occurrence at the employee's discretion. If the employee chooses not to use the birthday holiday during this period, it may be used at any time mutually agreed upon in the calendar year. If the employee chooses not to use their birthday holiday during the calendar year, it will automatically be credited to their vacation bank. No holiday premium pay shall be paid if the employee elects to work on his/her birthday.
- E. In the event Christmas Day falls on Saturday, the Christmas Eve holiday shall be considered as the immediately preceding Thursday. In the event Christmas Day falls on Monday, the

Christmas Eve holiday shall be considered as the immediately preceding Friday, provided that the above provisions shall not apply to Uniform Patrol Teams (including Community Policing Officers) and the regular night shifts of the Vice Unit or Detective Unit which includes duty on Saturdays and/or Sundays.

- F. All City 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, provided that no employee shall receive credit for more than twelve (12) holidays in any calendar year.
- G. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day immediately preceding and immediately following any paid holiday.
- H. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- I. On paid holidays, only those employees shall be on duty whose services are necessary.
- J. Scheduling for holidays shall be done in a manner which provides at least seven (7) calendar days' notice to employees as to whether or not he/she is scheduled to work on the holiday. Generally, employees assigned to Uniformed Patrol Teams and other field personnel will be scheduled to work on a holiday. Other personnel can expect scheduling for minimal staffing on a holiday.

### 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 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 work hours credited as provided in "F" 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 "F" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- C. Paid holidays shall not be charged as vacation or sick leave.
- D. Employees absent unexcused on a paid holiday on which they are scheduled to work shall receive no pay for that day.

## **ARTICLE 20** **SICK LEAVE**

### Section 1. Definitions

- A. Immediate Family shall be the following: spouse, child, parents, grandparents, spouse's grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, step-mother, step-father, brother-in-law, and sister-in-law of the employee.
- B. Service shall mean any period of time for which an employee receives wages.
- C. Supplemental Employment shall mean a paid off-duty job covered by sick leave benefits, health and accident insurance, worker's compensation, or any combination thereof.

## Section 2. Sick Leave Accumulation

- A. An employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works one-half (½) 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 tenth (1/10) 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, the employee's minor child, his/her spouse or by off-duty injury not incurred in supplemental employment, upon application approved by the Police Chief.

### B. Emergency Use

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

### C. Vacation Use

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

### D. Compensatory Time Uses

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

## Section 5. Excluded Uses

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

- 1. For personal injury incurred in supplemental employment.
- 2. If the employee is found to have performed any work while on sick leave. The term "any work" shall not include such work activity in and around the home of the employee if such work is not detrimental to recovery from the illness or injury causing the absence as determined by the City physician.

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

If a reasonable basis exists, an employee shall submit to a physical examination by the City physician upon the request of the Police Chief. 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. 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 10. The parties agree 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. However, employees would not be allowed to use sick leave to acquire eligibility status for attaining said pension.

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

As of July 1, 2014 bargaining unit members shall be allowed to utilize either or both of the pay for unused sick leave methods above. Any additional hours above 1,265 hours of accumulated sick leave may therefore be paid off under the applicable monetary formulas above.

Any unused personal leave pursuant to Section 11 shall be included in the calculations when calculating sick leave hours pursuant to this Section.

Section 11. Personal Leave

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

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

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

3. If an employee is determined to be eligible, forty (40) hours (five [5] days) of sick leave shall be automatically converted annually into personal leave time. If an employee does not want sick leave converted to personal leave, he/she must notify the Human Resources department in writing before December 31<sup>st</sup> of that year.

**ARTICLE 21**  
**LEAVE FOR UNION BUSINESS**

A total of forty (40) person days with pay per year may be used to attend Union conventions, labor seminars or conferences or other Union business that is mutually beneficial as approved by Labor Relations, 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 may be carried over into the next Agreement. The employer shall respond to such requests for leave in a timely manner.

**ARTICLE 22**  
**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 23**  
**INSURANCE**

Section 1. Health Insurance

A. Active Employee Health Care

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. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document booklet. The specific terms and conditions governing the group insurance program are set forth in detail in the Plan Document created by the City, a copy of which is incorporated by reference as a part of this collective bargaining agreement.

Effective July 1, 2016, coverage for yearly physicals was changed from once every 365 days to once every calendar year.

Effective January 1, 2015 the following changes will be made to the health care plan:

Annual Deductible	\$150
Co-insurance	80%/20%
Maximum out of pocket	\$850
Emergency room co-pay	\$100

Multi-Tiered prescription drug plan as follows:

Tier One	\$10 mandatory generic with a retail 90 day supply
Tier Two	\$20 brand
Specialty Drugs	As outlined in Appendix C
Mail Order Maintenance	\$50 Brand only with a 90 day supply

**Usual, Customary, and Reasonable (UCR) charges.** Usual, Customary, and reasonable shall be determined by FAIR Health Inc., or the successor industry standard. Usual, customary, and reasonable provisions will apply to non-hospital services. The 90<sup>th</sup> percentile will be used to calculate how much to pay for out-of-network services. The City agrees to work with the Union on addressing the issue of usual, customary and reasonable with members who receive services out of state and are unable to find any in-network providers in their area. In-network is already deemed to be UCR.

Effective January 1, 2009, the following changes to or additions to benefits and co-payments became effective:

1. 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.
2. Employee dependent coverage under this Article shall comply with the age provisions of the affordable care act (ACA), if applicable, or whatever coverage is negotiated between the parties.
3. 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 determined by the doctor to be ineffective or to have a contraindication after first trying the over-the-counter alternative drug, a prescription may then be written and filled to provide the generic or name brand prescription drug for treatment of that diagnosed medical condition.
4. Employees share in the cost of their health care coverage by paying a ten percent (10%) health care premium contribution each two-week pay period. The employee health care premium contribution payment is based on ten percent (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). Effective January 8, 2012, the employee health care premium contribution payment increases to 20% of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage.

The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and pre-65 retirees. In the fall of each year, the City receives an actuarial report that contains two separate calculations: the first is a calculation of



the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming calendar year, and the second is a calculation of the estimated cost to provide health care coverage to the retirees 65 and older and their eligible dependents for the upcoming calendar year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1<sup>st</sup> of the upcoming calendar year. Employees pay 1/26<sup>th</sup> of their percentage portion of the annual health care cost each two week pay period.

Beginning with the rate change that shall be effective in January 2012, the rate established by the actuary shall be adjusted to account for any over or under funding from prior years. The over or under funding amounts experienced for the prior fiscal year ending June 30<sup>th</sup> shall be recognized over the subsequent three years (i.e. three year smoothing of actual to estimate true up).

Effective January 1, 2019 the health care employee premium sharing rates will be based on the categories of single/double/family.

5. The City reserves the right to create an alternate high deductible health care plan with a City sponsored Health Savings Account and offer that plan on a voluntary basis to active employees.
6. If a working spouse has health care coverage through his/her employer, coverage provided by his/her employer shall be primary while the City's plan shall be secondary.
7. There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter (OTC) program as agreed to by the parties shall remain in effect, and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on PPI drugs dispensed in a manner other than under the OTC 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.
8. Coordination of Benefits: Once the spouse or surviving spouse becomes eligible for Medicare to the extent stated in federal law, Medical will pay primary, secondary, or last. When Medicare is to be the primary payer, the City's plan will base its payments on benefits that would have been paid by Medicare under Parts A and B regardless of whether or not the person was enrolled under both of these parts.
9. High Deductible Health Insurance Plan (See Appendix C LOU #8)
10. Wellness Plan (See Appendix C LOU #9)

B. Retiree Health Care

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. A summary of the coverage available through the city's group health care plan is contained in the Summary Plan Document booklet. It is agreed that Management will pay the hospitalization insurance premium for the retiree, spouse, and eligible dependents between those years of age of the retiree between 50 and 64 inclusive. Spouse is

understood to be that person to whom the retiree is married at time of retirement. This benefit 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 event the retiree dies after retirement between the ages of 50 and 64 inclusive, the spouse, if any, will continue to have the hospitalization insurance premium paid by Management until such time as the retiree would have reached age 65, provided that the retiree was participating in the pre-65 retiree health care plan at the time the retiree died. The surviving spouse would 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 pre-65 retiree health care plan and City contributions toward the payment of retiree health care plan premiums end if the former spouse becomes married to another individual or is covered by health care coverage under the plan of another employer. The parties agree that the hospitalization insurance premium of retirees provides the benefit improvement of student dependent coverage to age 23. Employees who vest their retirement and leave prior to attaining age fifty (50), shall be eligible for hospitalization benefits, at City expense, provided for in this Agreement, upon reaching age fifty (50).

City of Grand Rapids Sponsored Group Health Care Plan: For employees that were vested in the City's pension plan on or before December 17, 2008, it is agreed that Management will pay a retiree's vested portion of the hospitalization insurance premium pursuant to this Section for the retiree, spouse, and eligible dependents between those years of 50 and 64 inclusive of the retiree. In the event the retiree dies after retirement between the ages of 50 and 64 inclusive, the spouse, if any, will continue to be eligible to have a portion of the hospitalization insurance premium paid by Management until such time as the retiree would have reached age 65. Spouse is understood to be that person to whom the retiree is married at time of retirement.

The City will make a contribution towards the percentage portion of the cost of the pre-65 service and disability retiree health insurance not covered by the retiree direct contribution (the "City Contribution") based upon the number of complete years of service the retiree had with the City as of their date of retirement. The minimum eligibility for any City Contribution towards retiree health insurance costs is 10 years of City employment, with the amount the City will contribute increasing by each additional complete year of City employment in accordance with the following:

10 years of service	40.0%
11 years of service	44.0%
12 years of service	48.0%
13 years of service	52.0%
14 years of service	56.0%
15 years of service	60.0%
16 years of service	64.0%
17 years of service	68.0%
18 years of service	72.0%
19 years of service	76.0%
20 years of service	80.0%

21 years of service	84.0%
22 years of service	88.0%
23 years of service	92.0%
24 years of service	96.0%
25 years of service	100.0%

For any member retiring with less than 25 years of credited service, the City's contribution rate of 4% per year will be pro-rated for the member's last partial year of credited service at a rate of one-twelfth (1/12) of 4% for each completed month of credited service in the last partial year of service.

Service retirees can begin receiving pre-65 retiree health care benefits at age 50 with ten (10) years of service at their earned percentage. Disability retirees can begin receiving pre-65 retiree health care benefits when they begin to draw a pension as if they had worked the number of years necessary to earn a maximum benefit.

The premium sharing contribution (the "retiree direct contribution") to be paid by pre-65 service and disability retirees who retire on or after December 17, 2008, shall be the same as paid by active employees, as the same may be changed from time to time. The pre-65 retiree health care premium sharing payment would be applied uniformly without regard to the category of coverage (i.e. single pre-65 retiree, pre-65 retiree and one dependent, and pre-retiree and two or more dependents). Cost would be defined as the blended rate for all active employees and pre-65 retirees.

The health care plan for pre-65 retirees will be the same as provided to active employees including deductibles, copayments, co-insurance, and benefit design changes, as the same may change from time to time.

Coverage under the City's pre-65 retiree health care plan 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 1.252 of the City of Grand Rapids Police and Fire 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 age sixty-five (65). If the retiree and the spouse at the time of retirement should have further children after retirement or legally adopt children after retirement, such children by birth or legal adoption shall also be considered to be a qualified dependent for the first two (2) 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). Spouse is understood to be that person to whom the retiree is married at time of retirement.

Service and Disability Retirees: Employees who retire as service retirees or disability retirees are eligible to continue to participate in the City of Grand Rapids pre-65 retiree health care plan, as the same may be changed from time to time. A service retiree is an individual who immediately upon leaving active City employment is eligible for and begins receiving a retirement allowance under Section 1.244 of the Police and Fire Retirement System Ordinance, but does not include an individual receiving a retirement allowance under Section 1.250. A

disability retiree is an individual who immediately upon leaving active City employment is eligible for and begins receiving a retirement allowance under Section 1.252(1) or Section 1.252(3).

Eligible service retirees between the age of fifty (50) and sixty-four (64) inclusive and eligible disability retirees between the age of disability retirement and sixty-four (64) inclusive who elect to suspend their coverage because they have other available coverage shall be permitted to re-enter the City of Grand Rapids pre-65 retiree health care plan at a later date, provided however that a spouse and/or dependents who were not eligible at the time of suspension cannot be added to the coverage at the time of re-entry.

C. Deferred Retirement

A member with ten (10) or more years of credited service as of December 17, 2008, who ceases to be a member, except by death or retirement, before attaining the minimum service retirement age of fifty (50) shall be allowed to qualify for pre-65 retiree health care coverage provided he/she upon reaching age fifty (50) applies for retirement in accordance with Section 1.250 of the City of Grand Rapids Police and Fire Retirement System Ordinance and also applies for City pre-65 retiree health care coverage.

A member with less than ten (10) years of credited service as of December 17, 2008, who ceases to be a member, except by death or retirement, before attaining the minimums service retirement age of fifty (50) shall not be eligible for City pre-65 retiree health care coverage upon application for retirement in accordance with Section 1.250 of the City of Grand Rapids Police and Fire Retirement System Ordinance. This paragraph shall also apply to all new hires on or after December 17, 2008.

Section 2. Retiree Healthcare Savings Accounts (RHSA's)

The City and employee contributions to the defined contribution retiree health care plan (the RHSA) shall be effective December 17, 2008. The amount of the City and the employee annual contributions shall be reduced on a pro-rata basis to reflect the number of bi-weekly pay periods which have passed between July 1, 2008 and December 17, 2008.

A. New Hires

Employees hired on or after December 17, 2008, shall be eligible after six 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 months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six months during which time the City shall make contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).
2. For the next 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).

4. The City funded portion of defined contribution retiree health care system upon achieving ten (10) years of service under the City's defined benefit pension system. If employees hired on or after December 17, 2008 separate from City employment prior to achieving ten (10) years of service in the City's defined benefit pension system, they will only be entitled to receive the employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care saving.

B. Mandatory Conversion

Employees hired before December 17, 2008, who did not have ten (10) years of service in the City's defined benefit pension system as of December 17, 2008, 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. This Initial City Contribution will be the greater of:

- 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 .75% (three quarters of one percent) for each month that the employee is below the age of 50;

Or,

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by multiplying the months of service as of July 1, 2008, by one-quarter percent (.25%).

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 bi-weekly 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.

Phase-In of Employee Contributions to His/Her RHSA: There will be no employee contribution during the six (6) month period after December 17, 2008; and the employee contribution during the period from six (6) months after December 17, 2008 through June 30, 2009 shall be \$500.

C. Voluntary Conversion

Employees shall be given the option to convert to the defined contribution health care plan. The conversion must occur on or before June 30, 2009. The conversion amount shall be the greater of (a) 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 .75% (three quarters of one percent) for each month that the employee is below the age of 50.

Section 3. Death and Disability Health Coverage

A. Disability Retirees

The City will pay the medical and hospitalization insurance premium for an employee who is disabled pursuant to Section 1.252 of the City of Grand Rapids Police and Fire Retirement System Ordinance until such time as the employee is eligible for Medicare or reaches age 65, whichever occurs first. Beginning September 1, 1989, the City will also pay the premiums for the disabled employee's spouse and eligible dependents. The spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the Pension Board) shall be eligible for retiree health care benefits until the time the retiree reaches or would have reached age sixty-five (65). If the retiree and the spouse at the time of retirement should have further children after retirement or legally adopt children after retirement, such children by birth or legal adoption 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).

Those employees with the retiree health savings accounts who retire due to a duty disability shall be eligible for the same employer sponsored health insurance under the same requirements and conditions as those employees who have employer sponsored retiree health care, with the exception that when they exercise the option to enter or re-enter the employer sponsored health care plan as a retiree, they must first utilize any existing funds in their retiree health savings accounts to pay the applicable premiums of such insurance to the City.

Those employees with the retiree health savings accounts who retire for any other reason including a non-duty disability shall only be eligible for their retiree health savings account funds under the applicable conditions and requirements.

B. Spouse Insurance in the Event of Employee's Death

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.

Section 4. Death Benefit Payment

- A. Management shall, at its expense, provide a death benefit payment which will provide a payment in the amount of Forty Thousand Dollars (\$40,000) to any employee within the bargaining unit, which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- B. In the event that an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his employment with Management and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than Eighty Thousand Dollars (\$80,000), Management shall make a lump sum cash payment equal to the difference between the amount of Eighty Thousand Dollars (\$80,000) and the total worker's compensation benefits. Such payment shall be made to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management or to the administrator or executor of the employee's estate in the absence of execution of said form.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total worker's 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 worker's compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Worker's 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 Worker's 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 Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.
  3. During interest based bargaining in 2001, the parties agreed to jointly create a definition for what constitutes death in the line of duty.
- C. 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 within one (1) year after an 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.
- D. In the event that beneficiary, beneficiaries, or 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 as a result of any proceeding instituted under the Worker's Compensation Act, against the City, the beneficiary, beneficiaries, or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation benefits which are paid or awarded up to the sum of Forty Thousand Dollars (\$40,000).
- E. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section and Article, 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.
- F. No determination, presumption or findings made by Management in the application of any of the provisions of this Section and Article shall be binding upon Management in any proceeding of the Worker's Compensation Act, nor shall the same be an admission of liability under said Act.

- G. No action at law or in equity shall be brought by any person or persons to recover under any provision of this Section and Article prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection "C".

Section 5. Management shall provide each employee with legal counsel for acts in the course of his/her employment which give rise to a cause of action under any civil or criminal action. The foregoing shall not apply to any cause of action arising out of (1) ultra vires (unauthorized) acts; (2) gross negligence or willful misconduct; (3) actions taken while under the influence of intoxicating liquor or controlled substances; or (4) workers' compensation claims, grievances, or other claims made against the City of Grand Rapids.

Section 6. Supplemental Insurance Fund

Effective July 1, 1989, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund. Such fund shall be administered by the Police Pension Board of Trustees in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee.

Section 7. Health Insurance Opt Out

- A. City of Grand Rapids 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. Employees who opt out shall receive \$150 per month. This amount may be used for any City authorized deferred compensation programs (ICMA 457 Plan). Employees are not eligible for opt out payments if they would continue to receive coverage under the City's health care plan through another active City employee or City retiree.
- 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 of Grand Rapids employee must be covered by health insurance.

**ARTICLE 24**  
**UNIFORMS**

Section 1. Each employee who is assigned to plainclothes duty shall receive a \$1,080 per annum clothing allowance which shall be payable at the rate of \$90 per month at the end of each full month of service.

Section 2. For the purpose of Section 1, each employee who has worked one-half (½) or more duty days within a month shall be considered to have worked a "full month of service".

Section 3. Management will not require neckties to be worn between May 1 and October 1. During this period the uniform shall be short sleeve shirts. During the months of October and April, Police Officers and Sergeants shall have at their discretion the ability to wear summer or winter uniform. When uniformed officers 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. Employees are permitted, but not required, to wear hats during normal patrol duties.



Section 4. Except as herein provided, the present practices with respect to uniforms shall be continued. All department-issued equipment shall be returned to the department upon termination, prior to the issuance of the employee's final paycheck.

Section 5. The Employer shall provide, at no cost to the employee, a spring and fall lightweight jacket. Management will provide appropriate uniforms to female employees.

Section 6. Uniform Cleaning Allowance Rolled into Base Wage

The uniform cleaning allowance was rolled into the base wage prior to calculating the December 31, 2008 increase by adjusting the hourly amount by \$0.1082 per hour and discontinued as a reimbursement payment. It is understood that these payments will no longer be reflected in the additional compensation items (ACI) for pension computation purposes as they will have been incorporated into the base wages.

**ARTICLE 25**  
**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 26**  
**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, worker's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's workers' compensation and supplement when combined shall not exceed his/her regular allowable take home pay. Said allowable amount shall also include pay for any holidays that he/she would have been regularly paid as provided for in Article 20, Section 2F. An employee eligible for this provision shall be entitled to twenty-six (26) weeks in any calendar year for the same compensable injury, sickness or disability. Calendar year is from January 1 through December 31. In cases involving extraordinary injury, sickness or disability, the time periods contained herein may be extended by the City Manager.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit an employee's sick leave account with the number of days so used as sick leave.

Section 3. In the event an employee who has a work related injury qualifies to work on a light duty assignment and management offers such assignment, management will work the employee on his/her current shift and rotation if a light duty assignment exists and can be performed on that shift and rotation that the employee qualifies to perform.

**ARTICLE 27**  
**BULLETIN BOARDS**

Management shall provide space for the posting of notices by the Union. Such notices shall neither contain anything adversely reflecting on the City or any of its officials or employees nor anything of a local political nature. A copy of every notice shall be given to the Police Chief's office before the notice is posted.

**ARTICLE 28**  
**NO DISCRIMINATION**

The employer and the GRPOA recognize and agree to abide by their legal obligations not to discriminate based on race, color, creed, religion, national origin, ancestry, age, gender, marital status, disability, height, weight, sexual orientation or gender identity.

**ARTICLE 29**  
**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 30**  
**AUTHORIZED REPRESENTATIVE**

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

**ARTICLE 31**  
**SUPPLEMENTAL AGREEMENTS**

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

**ARTICLE 32**  
**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 33 ENTIRE AGREEMENT**

During negotiations each party had the right to make proposals with respect to all bargain able 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 34 EMERGENCIES**

Section 1. In case of circumstances beyond the control of Management, such as an act of God, riot, flood, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Union:

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

Section 2. In addition, and notwithstanding other Articles of this Agreement, Management reserves the right, during any such emergency, to assign employees to work without regard of their employment classification. Grievances protesting that a Management action during such emergency was a violation of this Agreement shall be filed within ten (10) working days after the end of the emergency condition.

### **ARTICLE 35 FITNESS FOR DUTY AND LIGHT DUTY**

Section 1. Should an employee covered by this agreement become physically or psychologically unfit to perform his/her regular job, Management will make every effort to place the employee in an alternative position within the employee's abilities. If placed in a position pursuant to Section 4 of this Article, the rate of pay and benefits shall be consistent with the regular rate and pay of the alternative position.

#### Section 2. Fitness for Duty Examinations

- A. If there is a reasonable basis to believe an employee is physically or psychologically unable to safely perform the requirements of the job, the employee may be placed on administrative leave with pay and required to attend a fitness for duty evaluation performed by the City's physician or psychologist.
- B. If the City's physician or psychologist determines the employee to be fit for duty, the employee shall be returned to active duty as soon as practicable. If the City's physician or psychologist determines the employee is not fit for duty, unless there is a claim that the injury or illness is covered by the worker's compensation act, the employee shall be placed on sick leave status. If there is a claim that the injury or illness is covered by the worker's compensation act, the determinations reached under the provisions of this Article shall not apply and the determination made under the worker's compensation act shall be controlling for that claim. While on sick

leave status the employee shall be required to utilize any available paid leave. If an employee has exhausted his/her available paid leave and any donated compensatory time (pursuant to this Article), the employee's status shall be classified as unpaid medical leave unless the employee is granted light duty or income maintenance pursuant to Article 37-Income Maintenance Plan. Unless the employee voluntarily resigns or has his/her employment terminated for other reasons, the employee shall remain on a status allowed by this Article, or until it is determined by the City's physician or psychologist that the employee is fit for full duty.

- C. If the employee disagrees with the determination of the City's physician or psychologist, the employee may seek a second opinion from a physician or psychologist at the employee's expense. The employee or Union shall notify the City that a second opinion is desired within 14 calendar days of the date the employee is notified of the findings of the City's physician or psychologist. Upon such notification, representatives of the Union and representatives of the City shall meet to set a deadline for scheduling of the second opinion. If the second opinion disagrees with the opinion of the City's physician or psychologist, the employee shall immediately be returned to paid administrative leave or light duty and the time period specified in Section 4 of this Article shall be suspended until the matter is resolved. The dispute between the opinion of the City's physician or psychologist and the employee's physician or psychologist shall be resolved by seeking a third opinion which shall be binding on the parties. A third opinion shall be obtained from a physician or psychologist mutually agreed to by the City's physician or psychologist and the employee's physician or psychologist. Any individual named to potentially carry out a psychological fitness for duty evaluation shall be required to possess the necessary qualifications to meet those adopted by the IACP police psychological services section in their guidelines. Any individual named to potentially carry out a physical fitness for duty evaluation shall be required to be a licensed allopathic or osteopathic physician who is board eligible in an applicable specialty. If the two experts cannot agree on an individual to provide the third opinion, the City and employee shall within 10 days each submit a name to be placed in a hat. The Police Chief or his/her designee shall draw one of the names out of the hat in the presence of the Union President or his/her designee. The name drawn shall be utilized to obtain the third opinion. The cost of the third opinion shall be equally shared by the Union and the City. If the third opinion finds the employee fit for duty, the employee shall be returned to active duty as soon as practicable and made whole for any lost wages (excluding overtime) and any lost leave time. This shall be the sole remedy available for disagreement with the City's physician or psychologist. The determination of the City's physician or psychologist shall not be subject to the grievance procedure.

Section 3. The City Manager or his/her 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 paid leave 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.

Section 4. When an employee receives a diagnosis and/or prognosis which indicates that a physical or psychological condition has reached maximum medical improvement and has permanently disabled the employee from performing his/her regular job, or after twenty four (24) months of an employee being medically or psychologically unfit to perform his/her regular job (whichever occurs first), the employee shall be given up to three (3) months (90 days) to evaluate and decide upon an available option, including Section 1 of this Article. The employee shall be assisted by the City and Union in determining available options. If the employee has not decided upon a viable option within this time frame, the City will have just cause to terminate his/her employment. All diagnoses and prognoses shall be verified by the City's physician or psychologist. If there is a dispute regarding a determination made by the City's physician or psychologist, it shall be resolved pursuant to the

procedure set forth in Section 2(C) of this Article. The time limits under this Section shall be suspended during the dispute resolution procedure.

#### Section 5. Light Duty Assignments

- A. If an employee becomes temporarily disabled from performing his/her regular job, he/she may request a light duty assignment. If Management determines a light duty assignment is available within the employee's abilities, Management may accommodate the request. When given a light duty assignment, the employee may be assigned different work hours if Management has a reasonable basis to alter such hours. Available light duty assignments will be filled on a first requested, first accommodated basis. Management may re-evaluate the need for light duty work as the needs of the service dictate.
- B. An employee requesting a light duty assignment must provide a medical assessment of the employee's condition which includes a diagnosis and prognosis with work assignment restrictions.
- C. An employee who is assigned to light duty shall submit to his/her supervisor regular progress reports from his/her treating medical professional.

### **ARTICLE 36 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 (1) 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, the employee 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. The employee shall not accrue vacation or sick leave credits during this period.

In the event the employee receives monies as a result of workers' compensation law payments, 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 six (6) months shall be ineligible to request implementation of the plan for the next six (6) months following his/her return.

### **ARTICLE 37 WORK WEEK**

#### Section 1. Ten Hour Work Shift

After permanent adoption of twelve (12) hour shifts for Uniformed Patrol Teams, the parties discussed the utilization of ten (10) hour shifts for various other units containing bargaining unit members. Ten

(10) hour shifts for Police Officers and Sergeants assigned to the Detective Bureau, Support Services, Special Response Team, Community Officers, and the Internal Affairs Unit shall be as follows:

- A. Ten (10) hour shifts shall be scheduled on consecutive work days within the scheduled work week for a total of forty (40) regular hours of work.
- B. Under the provisions of Section 2(F) of Article 20-Holidays, the normal work shift on a holiday is understood to be ten (10) hours. The employee's birthday holiday shall be ten (10) hours; however, when credited to the employee's vacation bank if not used during the calendar year, on the occurrence of, or thirty (30) days following the occurrence of the employee's birthday, it is understood that the birthday holiday will be converted at the rate of eight (8) hours of vacation.
- C. The term "person days" when used under Article 22-Leave for Union Business is understood to apply to the shift the employee is working on the day of such leave. If the employee is scheduled to work an eight (8) hour shift, the term "person days" equates to eight (8) hours. If the employee is scheduled to work a ten (10) hour shift, the term "person days" equates to ten (10) hours.
- D. The term "work day" and "day of vacation" as used in Section 2 of Article 19-Vacations shall be understood to be accrued at eight (8) hours per day. Employees who are on a ten (10) hour shift on the date of use of such vacation hours shall be required to use ten (10) hours for each full shift of approved vacation.
- E. The term "one (1) day of sick leave" as used in Section 2 of Article 21-Sick Leave shall be understood to be accrued at eight (8) hours per day. Employees who are on a ten (10) hour shift on the date of use of such sick leave hours shall be required to use ten (10) hours for each full shift of approved sick leave.
- F. It is understood that the City retains the right to assign employees working ten (10) hour shifts to training on an eight (8) hour shift basis. Nothing contained herein shall be interpreted to limit management's discretion to schedule a work week or pay period utilizing both eight (8) hour shifts and ten (10) hour shifts to achieve an eighty (80) hour pay period when necessary to complete departmental training.
- G. Overtime shall consist of authorized time worked in excess of the hours scheduled for any scheduled work day or in excess of the hours scheduled in the work week, not including unpaid meal periods.
- H. The parties acknowledge that the City is utilizing the option under the Fair Labor Standards Act (FLSA) to establish a work period of twenty-eight (28) consecutive days for law enforcement personnel under Section 7(k) of the Act. Therefore, under the Act, overtime compensation will not be required until the employee works more than one hundred seventy-one (171) hours in that twenty-eight (28) day (4 work week) period, or the ratio of one hundred seventy-one (171) hours to twenty-eight (28) days in two (2) consecutive work weeks as a pay period. However, this provision shall not preclude or override the obligation to pay overtime as provided elsewhere in this Agreement.

## Section 2. Twelve Hour Work Shift

The schedule for Police Officers and Sergeants working in Neighborhood Service Areas (NSA'S) on uniform patrol teams as follows:

- A. The twenty-eight (28) day cycle shift rotation shall be:

<u>Week</u>	<u>Rotation</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
1	A	off	W	W	off	off	W	W
1	B	W	off	off	W	W	off	off
2	A	W	off	off	W	W	off	off
2	B	Off	W	W	off	Off	W	W
3	A	Off	W	W	off	Off	W	W
3	B	W	off	off	W	W	off	off
4	A	W	off	off	W	W	off	off
4	B	Off	W	W	off	Off	W	W

- B. Work schedule shall alternate between a three (3) day work schedule for one (1) week and a four (4) day work schedule for one (1) week. This will result in a total of eighty (80) hours of scheduled work in each two (2) week pay period.

**160 HOURS/4 WEEKS:** The normal biweekly pay period shall consist of eighty (80) hours and shall be comprised of six (6) scheduled shifts working twelve (12) consecutive hours and one (1) scheduled shift working eight (8) consecutive hours. The normal four (4) week period shall consist of one hundred and sixty (160) hours and shall be comprised of twelve (12) scheduled shifts working twelve (12) consecutive hours and two (2) scheduled shifts working eight (8) consecutive hours. All eight (8) hour shifts will either commence at the beginning or conclude at the end of the employee's normally assigned twelve (12) hour shift. All eight (8) hour and twelve (12) hour shifts will be assigned by seniority within classification and shift rotation.

**168 HOURS/4 WEEKS:** During the months of April through September Management may choose to implement a four (4) week schedule period consisting of one hundred and sixty eight (168) hours. If this schedule is implemented, it shall be from April through September and this schedule including the mandatory (8) eight hour overtime shift shall be the employee's regular work schedule from April through September. This schedule shall not be altered without the agreement of both the employee and management. During the implementation of this schedule, mandatory eight hour overtime shifts shall not be scheduled on holidays and if such holiday would have otherwise been an employee's mandatory (8) eight hour shift, it shall be considered a "regular day off" pursuant to (Article 20, Section 3b) for that employee. Those employees subject to this schedule shall not be ordered off on holidays. The above provisions shall not be construed to alter or reduce the chief's ability to augment staffing or order employees in to work pursuant to other provisions of the collective bargaining agreement or past practices such as voluntary overtime assignments.

This one hundred and sixty eight (168) hour period shall consist of twelve (12) scheduled shifts working twelve (12) consecutive hours, two (2) scheduled shifts working eight (8) consecutive hours at employees' normal pay grade, and one (1) eight (8) consecutive hour shift to be paid at overtime rate (mandatory overtime shift). The mandatory eight (8) hour overtime shift shall be eligible for compensatory time in lieu of pay pursuant to article 14, section 4. If an employee calls in sick on a mandatory overtime shift it will count as a sick occurrence for the purpose of tracking sick leave use. However, time will not be deducted from the employee's sick leave bank and the employee will not be paid for the absence. An employee may not use vacation leave or compensatory time off to avoid working a mandatory overtime shift. However, if an employee has (7) seven or more consecutive days off as the result of utilizing vacation time, the employee shall be relieved of his/her mandatory overtime shift if the shift falls within the intended vacation period. Such periods of consecutive days off may consist of a combination of vacation days and regular days off. All eight (8) hour shifts

will either commence at the beginning or conclude at the end of the employee's normally assigned twelve (12) hour shift. All eight (8) hour and twelve (12) hour shifts will be assigned by seniority within classification and shift rotation.

### **Bid Process for the Mandatory Overtime Shift (MOS) Day**

During the Spring shift bid "change period" employees shall bid for their mandatory overtime shift (MOS day). Management shall assign the MOS Days based on seniority within shift rotation. The parties agree to develop a process prior to the implementation of the MOS Days to allow employees to return one or more of their MOS Days to a voluntary overtime sign up. If an employee's MOS Day is selected by a volunteer, the volunteer will be responsible for working the MOS Day. Voluntary supplemental overtime shifts shall be disseminated to volunteers based on seniority. Employees assigned to Patrol, SRT, and Community Officers shall be eligible for voluntary MOS Day assignments. In the event no volunteer selects the employee's MOS Shift, the originally assigned employee shall be responsible for working that shift.

Volunteers may not sign up for a MOS Day on a normally scheduled work day in order to double shifts as a result of this section. No officer shall work more than two MOS Days during their thirty-six (36) hour week or more than one (1) MOS Day during their forty-four (44) hour week.

### **Patrol Division Hours**

There shall be two (2) first shift Patrol Division schedules referred to as A Squad and B Squad. First shift A Squad start time shall be 05:30 hours with an end time of 17:30 hours. First shift B Squad start time shall be 06:30 hours with an end time of 18:30 hours. The second shift Patrol Division schedules shall have a start time at 15:30 hours with an end time of 03:30 hours. There shall be two (2) third shift schedules referred to as A Squad and B Squad. The third shift A Squad start time shall be 17:30 hours with an end time of 05:30 hours. The third shift B Squad start time shall be 18:30 hours with an end time of 06:30 hours. All eight (8) hour shifts will either commence at the beginning or conclude at the end of the employee's normally assigned twelve (12) hour shift

- C. In each two week pay period one of the scheduled work days will be an eight (8) hour day known as a Kelly Day. Selection of a Kelly Day shall be by seniority within classification by shift rotation (i.e. 1st shift rotation A by seniority within classification; 1st shift rotation B by seniority within classification, etc.). It is understood that the selection of a Kelly Day will be done after shifts are bid by seniority. The Department assigns Sergeants and Officers to an NSA based upon needs of service and shift assignment, and a shift rotation preference (A or B) is indicated by seniority amongst Officers and Sergeants assigned to the same shift and NSA. Shift bids shall be carried out at six (6) month intervals.
- D. The Police Chief shall retain the right to make changes to any Officer and/or Sergeant's selection of shift rotation by seniority if he/she has a reasonable basis. When it is necessary to move an employee from the rotation selected, it shall be done on a lowest seniority basis unless there is a reasonable basis for disregarding seniority. Any Officer or Sergeant who does not receive the shift rotation that his/her seniority would otherwise have provided under item C above may request a meeting with the Police Chief or designee to discuss assignment to the opposite shift rotation.
- E. Under the provisions of Section 2(F) of Article 20-Holidays, a normal work shift on a holiday is understood to be twelve (12) hours. The employee's birthday holiday shall be twelve (12) hours. However, when a birthday holiday is credited to the employee's vacation bank, if not used during the calendar year or within thirty (30) days after the occurrence of the employee's birthday, it is understood that the birthday holiday will be converted at the rate



of eight (8) hours of vacation. For those assigned to the twelve (12) hour work shift schedule, holiday pay shall be compensated at twelve (12) hours. For employees who work on the holiday, they shall be compensated at time and one half (1½) for the actual hours worked.

- F. The term “person day” when used under Article 22-Leave for Union Business is understood to apply to the shift the employee is working on the day of such leave. If the employee is scheduled to work an eight (8) hour shift, the term “person day” equates to eight (8) hours. If the employee is scheduled to work a ten (10) hour shift, the term “person day” equates to ten (10) hours. If the employee is scheduled to work a twelve (12) hour shift, the term “person day” equates to twelve (12) hours.
- G. The terms “work day” and “day of vacation” as used in Section 2 of Article 19-Vacation shall be understood to be accrued at eight (8) hours per day. Employees who are on a twelve (12) hour shift shall be required to use twelve (12) hours for each full shift of approved sick leave.
- H. The term “one (1) day of sick leave” as used in Section 2 of Article 21-Sick Leave shall be understood to be accrued at eight (8) hours per day. Employees who are on a twelve (12) hour shift shall be required to use twelve (12) hours for each full shift of approved sick leave.
- I. It is understood that the City retains the right to assign employees working twelve (12) hour shifts to training on a five (5) day, eight (8) hour shift basis. Such shift adjustments shall be made in accordance with Section 5 of Article 13-Shift Preference. When necessary for departmental training, an employee may be assigned to training for part of the shift and to patrol in an NSA for part of that same shift. The parties agree to meet and develop a letter of understanding on department-wide training when eight (8) and twelve (12) hour shifts may become necessary in the same work week or pay period.
- J. The parties acknowledge that the City is utilizing the option under the Fair Labor Standards Act (FLSA) to establish a work period of twenty-eight (28) consecutive days for law enforcement personnel under Section 7(k) of the Act. Therefore, under the Act, overtime compensation will not be required until the employee works more than one hundred seventy-one (171) hours in that twenty-eight (28) day (4 work week) period, or the ratio of one hundred seventy-one (171) hours to twenty-eight (28) days in two (2) consecutive work weeks as a pay period. However, this provision shall not preclude or override the obligation to pay overtime as provided elsewhere in this Agreement.

Section 3. Management reserves the right to establish shifts and work week schedules including starting and ending times for shifts, except as expressly provided in this Article.

## **ARTICLE 38** **PENSIONS**

Section 1. The Police and Fire Retirement System Ordinance as amended shall remain in force and effect for the life of this Agreement. The parties agreed that for changes to the pension ordinance that don't affect or otherwise impact the negotiated pension benefits or benefit levels, the City has the ability to do so without bargaining over such changes. The City will provide the Union with prior notice of such changes and will meet regarding them if so requested. The parties acknowledge that the Union reserves its rights under PERA to challenge any change that it believes presents an impact issue.

### Section 2.

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

- B. Employees of record as of the December 20, 2011, shall be permitted at their option to purchase up to four (4) years of credited service at the total expense of the employee including any costs which would otherwise be considered those of the City, i.e. employee and employer contributions on the employee's last year's rate of compensation. The purchase cost shall be annually determined by the pension system's actuary based on the cost for employees in this bargaining unit.
- C. Effective July 1, 1992, all W-2 earnings will be included as participating earnings in accordance with the actuarial report. Members will contribute to the pension fund on the basis of their own covered pay; however at retirement, the adjustment to Final Average Salary will be based on the average amount of previously excluded earnings for all members of the department. The first year average will be determined on the basis of the average for the preceding four (4) years. Thereafter, the average will be based on the preceding five (5) years' experience. The pension ordinance shall be amended in accordance with the actuary's recommendations to reflect such changes.
- D. Effective July 1, 1994, the pension multiplier factor will increase to 2.5%.
- E. Effective January 1, 1995, the employee contribution rate will be increased by .28%.
- D. Effective for employees beginning work after March 8, 1995, the maximum years of credited service for pension purposes shall be limited to thirty-five (35).
- E. During negotiations in 2001, the parties agreed to the following:
  - 1. 60/40 formula split 13<sup>th</sup> check
  - 2. 2.7 multiplier with 87.5% cap; 2.7 multiplier for all new hires after July 1, 2001, with 80% cap

<u>Date of Hire</u>	<u>Percentage</u>
Before 3-9-95	100% Cap
After 3-8-95	87.5% Cap
After 7-1-01	80% Cap
- G. Effective July 1, 2001, if deemed eligible by the Pension Board upon duty disability retirement, the member shall regardless of date of hire be deemed eligible for an allowance not less than 72% of his/her final average salary.

Section 3. The City of Grand Rapids will initiate the necessary action under Section 414(h) of the Internal Revenue Code to permit employees to tax shelter their pension plan contributions. It is the intent of the parties to secure such plan qualifications by January 1990, or as soon thereafter as possible.

Section 4. Disability Pensions

The Duty disability rate is 72%. Non Duty Disability pension rates are provided in the following schedule:

*Non Duty Disability Pension Rates (Effective July 1, 2016)*

Years of Service	Disability Pension Rate
1-5 years	24%
6 years	28.8%
7 years	33.6%
8 years	38.4%
9 years	43.2%
10-19 years	48%
20-25 years	60%

The parties agreed to permit an employee who has retired under a disability pension to work for a fire department or law enforcement agency in a non-sworn officer capacity without it having a negative impact on his/her pension benefit. The employee will be required to verify his/her work duties with the Pension Office.

Section 5. During the life of the 2001-2003 Agreement, the parties agreed to explore alternatives to the current ICMA Plan. During the term of this contract, the parties agreed to discuss the addition of benefit services to be provided by AFLAC that would be available to the Union's members as long as the administration of such services is at no cost to the City.

Section 6. Actuarial Valuation Date Change

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

- A. One-time payment of \$2,500 per member
- B. Modified pension contribution chart as listed below:

<u>System's Current Level</u>	<u>Employee Contribution Level</u>	<u>Proposed System Level</u>
Below 100%	8.77%	Below 100%
100% - 109.999%	7.77%	100% - 104.999%
110% - 114.999%	6.77%	105% - 109.999%
115% - 119.999%	5.77%	110% - 114.999%
120+%	4.77%	115+%

Section 7. Effective June 30, 2010, the pension multiplier shall be increased to 2.8 for all employees retiring on or after June 30, 2010, and shall only be applied retroactively for all employees retiring on or after June 30, 2010.

The following pension contribution chart will be in effective from December 17, 2008 through June 30, 2011:

<u>System Funding Level</u>	<u>Employee Contribution Percentage</u>
Below 100%	8.0%
100% - 104.999%	7.0%
105% - 109.999%	6.0%

110% - 114.999%	5.0%
115+%	4.0%

Effective July 1, 2011, the employee pension contribution chart shall be changed as follows:

<u>System Funding Level</u>	<u>Employee Contribution Percentage</u>
Below 100%	8.66%
100% - 104.999%	7.66%
105% - 109.999%	6.66%
110% - 114.999%	5.66%
115+%	4.66%

During the period of July 1, 2009 through June 30, 2013, it is agreed that the employee contribution percentage shall remain at the lowest levels (the percentage applicable to the 115+% system funding levels) regardless of the actuarially determined funding level of the City of Grand Rapids Police and Fire Retirement System. Effective July 1, 2013, the employee contribution percentage shall be set at the percentage which equates to the system funding level determined by the system actuary in accordance with the July 1, 2011 chart above.

If the system funding level (as determined by the system actuary) after June 30, 2013 is 120% or greater, the following employee pension contribution chart shall be applied. Effective the subsequent fiscal year (i.e. after a delay of one [1] fiscal year from the time the funding level is determined to be 120% or above and the employee contribution percentage has remained at 4.66% for that one [1] year period) and each subsequent fiscal year thereafter, the employee contribution percentage shall be as follows:

<u>System Funding Level</u>	<u>Employee Contribution Percentage</u>
Below 100%	8.66%
100% - 104.999%	7.66%
105% - 109.999%	6.66%
110% - 114.999%	5.66%
115% - 119.999%	4.66%
120% - 124.999%	4.00%
125% - 129.999%	3.34%
130% - 134.999%	2.68%
135+%	2.02%

Section 8. One Percent (1%) Non-Compounding Escalator

A one percent (1%) non-compounding pension escalator after five (5) years of retirement shall be applied to all employees who retire after December 17, 2008. The 13<sup>th</sup> check, as provided for in Article 5 under Chapter 7-Pension and Retirement Benefits of the Grand Rapids City Code, shall be eliminated for all employees who retire after December 17, 2008; however, those retirees shall be considered as eligible retirees for purposes of determining how the 13<sup>th</sup> check is calculated and distributed.

Section 9

- A. Effective January 8, 2012, 1.2% shall be added to each step of the employee pension contribution scale.
- B. Effective January 8, 2012, employees will pay an additional employee contribution of 1.2% for the defined pension benefit.

- C. Employees hired on or after December 20, 2011, will have a pension multiplier at the rate of 2.0% and have an employee contribution rate the same as employees hired prior to December 20, 2011, unless they elect to purchase an increased multiplier.
- D. Employees hired on or after December 20, 2011, will be given a one-time, irrevocable option to elect to have an alternative multiplier of 2.2%, 2.4%, 2.6%, or 2.8% with the employee contribution increased based on the actuarial cost at the time of the election. This election must be made after the fourth year of service and prior to the fifth year of service and will thereafter be irrevocable. The additional cost associated with the alternative multiplier will be a fixed amount that will not be modified for the employee after their election. The actuarial cost of the alternative multipliers will be adjusted as part of the five (5) year experience study.
- F. The City will make contributions to the pension system as determined by the annual actuary valuation, but in no event will the contribution be less than 3% annually unless agreed otherwise.
- G. KEIP – Key Employee Incentive Program (See Appendix C LOU #7)

**ARTICLE 39**  
**VEHICLES AND EQUIPMENT**

Section 1. All patrol vehicles, as they are replaced, will be equipped with air conditioning.

Section 2. Management will continue to have shotguns mounted by electric mount in the front seat of patrol cars.

Section 3. Whenever management is considering acquiring new clothing or equipment to be utilized by employees in the bargaining unit, it will solicit input from the employees including at least one GRPOA Board member.

Section 4. As a result of negotiations for this 2016-2019 collective bargaining agreement, lights for patrol handguns and compact handguns for plain clothes personnel were implemented.

Section 5. Effective July 1, 2016, bargaining unit members who are not provided a City issued phone may voluntarily participate in the bring your own cell phone portion of the City's cell phone Administrative Policy #13-01 as such policy is applied city-wide.

**ARTICLE 40**  
**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 that 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.

Section 5. A Hepatitis B Inoculation Program will be available for those members who wish to participate on a voluntary basis.

**ARTICLE 41**  
**PARKING**

Section 1. The City is to make available free parking space located within one-third (1/3) of a mile from the employee's work site. However, as an alternative, the City may designate parking space outside this circle. In such case the City shall provide shuttle service to and from the space and the employee's work site. This shuttle service is to operate at the beginning and ending of each shift, and be scheduled at sufficient intervals so as to provide adequate transportation for the employees using the space. In accordance with this article the City will exercise its right to move GRPOA employees parking to the parking ramp located at Weston/Commerce.

Section 2. The City shall offer a parking incentive in the amount of 70% of the cost of the employee parking access card paid to Parking Services if the employee elects not to have a parking card to encourage the use of public transit, carpooling, etc.

**ARTICLE 42**  
**POSTING OF VACANCIES**

Vacancies in permanent positions in the bargaining unit shall be posted in the department and officers interested in being considered for the position shall apply in writing within 10 days after the notice is first posted. Length of service shall be considered in filling such vacancies along with other relevant factors. The City shall have the ultimate power to fill such vacancies, provided that any officer with greater length of service than the officer appointed shall have the right to discuss the matter with the Police Chief or his/her designee.

**ARTICLE 43**  
**EDUCATIONAL REIMBURSEMENT**

The existing practice with respect to reimbursement of tuition for officers who successfully complete courses approved by Management for academic credit shall continue for the life of this Agreement. Effective July 1, 1991, officers will be eligible for reimbursement for up to four (4) courses per year, provided funds are available. In the event that the City of Grand Rapids becomes eligible for reimbursement in part or in full as a result of State or Federal legislation with respect to tuition and fees which are paid as a result of the above-mentioned practice, the Grand Rapids Police Officers Association will aid and assist the City of Grand Rapids in making claims and collection therefore.

**ARTICLE 44**  
**COLLEGE ACCREDITATION**

Section 1. The Associate Degree in Police Administration, the Bachelor Level Degree and the Bachelor and Master Degree in Police Administration shall be approved for payment as provided in the labor contract if the college or university is accredited by the Commission on Colleges and Universities of the North Central Association of Colleges and Secondary Schools, a member of the Federation of Regional Accrediting Commission of Higher Education, or by a similar Commission representing any other regional or geographical section of the United States.

Section 2. It is agreed that determination of whether a degree presented by an employee meets the above criteria is the prerogative of the Director of Human Resources.

**ARTICLE 45**  
**COPIES OF LABOR AGREEMENT**

The City will provide at its expense, a 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 fifty (50) extra copies of the labor Agreement.

**ARTICLE 46**  
**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 the 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 an officer 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 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 shall prepare a contemporaneous report stating his/her reasons for seeking an order for examination. Such report shall identify the employee and any potential witnesses. The report shall be signed, noting the time and the date of the report. The report shall be immediately presented to the unit commander and the Police Chief or his/her designee and a copy given to the employee.
- 3. The employee shall be afforded an opportunity to present an explanation to the unit commander and the Police Chief 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 provisions of Article 8- Grievance Procedure.

**ARTICLE 47**  
**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 48**  
**TERMINATION AND MODIFICATION**

Section 1. This Agreement shall continue in full force and effect until 11:59 PM, on June 30, 2019, at which time it shall terminate unless extended by mutual agreement.

Section 2. The parties agree to begin negotiating a successor agreement no less than 300 days prior to the expiration of this agreement. If the parties have not agreed on the terms of a successor agreement at 122 days prior to expiration, the parties will jointly request mediation. If the parties have not agreed to a successor agreement by the expiration of this agreement, this agreement will continue in effect, to the extent allowed by law, until the parties reach agreement on a successor agreement.

Section 3. Notice shall be in writing and shall be sufficient if sent by email to the GRPOA President and/or the Labor Relations Manager.

**ARTICLE 49**  
**REJECTION, MODIFICATION, OR TERMINATION AFTER**  
**APPOINTMENT OF A FINANCIAL MANAGER**

The terms of this agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Government and School District Fiscal Accountability Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 18th day of October, 2016.

WITNESSES

\_\_\_\_\_

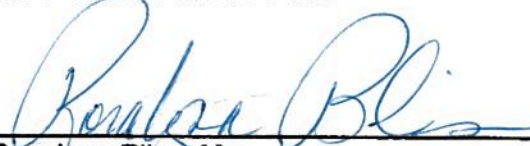
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APPROVED FOR MAYOR'S SIGNATURE

202

\_\_\_\_\_

CITY OF GRAND RAPIDS

  
\_\_\_\_\_  
Rosalynn Bliss, Mayor

  
\_\_\_\_\_  
Darlene O'Neal, City Clerk

GRAND RAPIDS POLICE OFFICERS  
ASSOCIATION (GRPOA)  
POLICE OFFICER/SERGEANT UNIT

  
\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

<u>Classification Title</u>	<u>Code Number</u>
Police Recruit	219
Police Officer	221
Police Desk Officer	222
Police Sergeant	223
Detective	231

## APPENDIX B

### SALARY PROGRESSION

- A. Persons employed as a Police Recruit shall progress from Step R-I to Step R upon successful completion of probation and promotion to the position of Police Officer. Upon successful completion of probation as a Police Officer, a person shall progress from Step R to Step A. Thereafter, an employee shall progress to Step B and C on six-month intervals. Progression to Steps D, E and F shall occur on one-year intervals. Such progression shall be subject to satisfactory job performance in accordance with the provisions of Article 17, Pay Changes.
- B. Persons initially employed as a Police Officer shall progress from Step R to Step A upon completion of six (6) months service and from Step A to Step B upon successful completion of probation. Progression to Steps C, D, E and F shall occur on one-year intervals. Such progression shall be subject to satisfactory job performance in accordance with the provisions of Article 17.
- C. Candidates hired at the C step (as provided in Article 17, Section 4A) shall be subject to a twelve (12) month probationary period upon original appointment. Progression to step D shall occur upon completion of six (6) months service, and from step D to Step E upon successful completion of probation. Progression to step F shall occur on a one (1) year interval. Such progression shall be subject to satisfactory job performance in accordance with the provisions of Article 17.
- D. In July 2009, the Civil Service Board adopted an additional pay step in the pay range for Police Officer. That step is known as the Senior Officer pay step and provides a two percent (2%) increase above the F step in that pay range for career officers who have achieved ten (10 ) years of continuous service.

## APPENDIX C

### LETTERS OF UNDERSTANDING

#### 1. Civilian Appeal Board and Garrity Statements

This letter of understanding is a result of discussions between the parties during bargaining regarding the availability of certain information to the Civilian Appeal Board (hereinafter referenced as "CAB") members. The statements made by a police officer(s) otherwise known as "Garrity Statements" acquired during an Internal Affairs investigation by the Police Department concerning a complaint will by this agreement be available for disclosure to the CAB members under the strict confidential circumstances as delineated below:

- A. The CAB members may review Garrity statements of police officers involved in the citizen's complaint at a scheduled time immediately preceding the actual CAB meeting time. If a CAB member is unavailable for that specified time, the member may request an earlier appointment time to review such statements.
- B. Such review of the Garrity statements shall occur on city premises in an office location designated by the City. A City representative will be present when the CAB members are reviewing the documents.
- C. The CAB members will not be permitted to duplicate or remove the documents outside of the designated area. All documents provided will be retained by the designated City representative present during the review.
- D. Prior to allowing the CAB members access to the Garrity statements, they will be advised of the strict confidentiality terms under which they are being permitted to review the documents.
- A. If a CAB member is unable to review the Garrity statements in advance (as provided for in this agreement), the CAB member may request during their meeting that the member have the opportunity to do so subsequent to the meeting before making a decision on an appealed case. The member will be allowed to review statements under the same terms set out in the preceding sections.
- B. In the event the parties determine an abuse or misuse of this disclosure privilege to the CAB has occurred, the parties shall meet to discuss the issue and determine the appropriate remedy which may include reporting the breach to the City Manager and/or the City Commission or revoking the CAB member's privilege. However, the Union shall retain the unilateral right to revoke the CAB member's privilege granted under this letter of understanding if it determines a breach has occurred.

#### 2. Police Transformation Team

The parties agree to form a Police Transformation Team (Team) for the purpose of developing, recommending, and implementing strategies and tactics for future delivery of police service outcomes within the context of the City's overall Transformation Plan. Membership of the Team shall consist of these members:

- The Police Chief
- The President of the GRPOA
- A person appointed by the GRPOA President
- The President of the GRPCOA
- A person appointed by the GRPCOA President

- A person appointed by the Police Chief
- The Deputy City Manager of the City
- The Chief Financial Officer of the City

The Team shall meet no less frequently than monthly during the term of this agreement unless otherwise agreed upon. Team members shall jointly develop Team processes. An agenda shall be established for each meeting, and meeting minutes shall be published. The Team shall file quarterly updates with the City Manager and the Public Safety Committee of the City Commission.

The Team will continue operations through June 30, 2014, at which time the parties must agree to extend its term.

3. In-Car Video System (DICV)

The parties each have an interest to ensure that the Grand Rapids Police Department (GRPD) operates as efficiently as possible and maximizes the benefits of new technologies. The GRPOA recognizes and agrees to the pending changes of the GRPD Manual of Procedures regarding the use of the in-car video system (DICV). However, the GRPOA does have a concern with any future change that would require the DICV be activated for an entire shift while on duty.

In order to address this concern, the Police Chief has expressed to the GRPOA that there is currently no plan to require the DICV be activated for an entire shift. Additionally, the City and the GRPOA mutually agree to the following:

- The parties agree that the current DICV procedures shall not be materially changed (e.g. to require continuous activation of the DICV for an entire shift) during the term of this agreement.
- This agreement in no way limits the Police Chief's ability to make other changes to the Manual of Procedures.

Any new technology that could be used for monitoring employee performance will not be used for disciplinary purposes for one year after implementation unless the union has agreed to earlier use.

4. GRPOA employees retiring shall receive a retirement incentive payment, which shall be pensionable, as follows:

Employees retiring July 1, 2014 through June 30, 2015 receive \$800  
 Employees retiring July 1, 2015 through June 30, 2016 receive \$500  
 Employees retiring July 1, 2016 through June 30, 2017 receive \$500

5. The parties agree to establish a committee that will meet and discuss the potential rotation of employees in and out of certain specialty Units.
6. The parties agree to establish a committee that will meet and discuss the possible creation of a patrol rifle program.
7. GRPOA and the City shall establish a mutually agreeable KEIP program to be included in this agreement as soon as administratively possible.
8. A High Deductible Health Insurance Plan available to members on a voluntary basis is outlined in the memorandum of understanding between the parties.
9. A Wellness Plan available to members on a voluntary basis is outlined in the memorandum of understanding between the parties.

## **Specialty Drug Utilization and Approval Process**

### **Background**

During discussions with the joint City/Union Health Insurance Team on March 15, 2012, the Health Care Consultant explained to the parties that a significant number of new specialty drugs will soon be entering the marketplace. The discussion focused on the inability of the City's Health Care Plan criteria of medical necessity to effectively monitor and regulate the utilization of specialty drugs in a way to reasonably contain the costs associated with very expensive intensely used drugs.

### **Discussion Points**

- 1) Lack of control over the pharmaceutical industries aggressive marketing forces.
- 2) Various potential solutions to reduce/limit the Plan's financial risk exposure for the benefit of the Plan and those premium cost sharing participants.
- 3) The consequences if prudent action is not taken to proactively address the parameters of coverage for specialty prescription drugs.

### **Purpose of agreement**

To define processes and procedures for Specialty Drug prescription coverage within the City of Grand Rapids Unified Health Care Plan.

### **Definition**

Specialty drugs are defined as follows: Drugs which cost greater than \$1,800 per prescription filling for 30 days or less and are utilized to treat complex chronic conditions, and are dispensed from a retail pharmacy. These types of drugs often require frequent dosage adjustment, special storage, a high-degree of patient education or special administration such as injection.

### **Agreement**

- 1) Specialty Prescription drug coverage under the plan will be limited to those specialty drugs approved by the FDA and included in the attached Specialty Drug List maintained by the Health Plan's Pharmacy Benefit Manager (PBM) as of January 1, 2012 (Reference Attachment A). Any specialty prescription drug that is not on the January 1, 2012 Specialty Drug List is subject to the terms of this agreement.
- 2) This program only applies to specialty drugs that were approved by the FDA after January 1, 2012. Any beneficiary prescribed a specialty drug on the Specialty Drug List (attachment A) after January 1, 2012 will be grandfathered in and will not be subject to this program.
- 3) The specialty drug Program is only related to medications dispensed by a participating retail pharmacy. Specialty drugs entering the market on/after January 1, 2012 will be subject to:
  - 1) Prior Authorization
  - 2) Payment options (outlined below)
- 4) This agreement would not apply to drugs supplied and dispensed in a hospital, clinic or doctor's office.

### **Prior Authorization**



- 1) Prior Authorization is a process that helps ensure the appropriate use of Specialty prescription drugs. This program is designed to promote a step wise approach of treatment (use of Drug A before using Drug B), manage the risk of drugs with serious side effects and positively influence the process for managing drug costs.
- 2) Process for Prior Authorization:
  - 1) Doctor writes the prescription.
  - 2) Patient takes prescription to pharmacy.
  - 3) Pharmacy notifies member to contact doctor or Pharmacy Benefit Manager (PBM) member services for prior authorization.
  - 4) PBM discusses specialty drug with doctor according to nationally accepted treatment guidelines. If request meets medical necessity criteria, pharmacy is contacted and the specialty prescription is dispensed. If request **does not** meet medical necessity criteria, specialty prescription is denied.
    - A) If specialty drug is approved, Individuals are required to pay 5% to a maximum of \$100 per prescription of the cost of the drug, and are not subject to the regular co-pay of the Health Care Plan (currently \$20.00).
    - B) If specialty drug is denied, PBM provides patient with assistance for payment as outlined in the following section.

## Payment Options

Specialty drugs can be paid from a variety of sources. Some of the current industry methods include:

- 1) Manufacturers who pay for all or part of the drug cost and any necessary testing required to utilize the drug.
  - a. Example: Cystic Fibrosis drug Kalydeco – estimated monthly cost \$35,000
    - i. City's Health Care Plan denies the drug for coverage
    - ii. Manufacturer pays for 100% of the drug
    - iii. Cystic Fibrosis Foundation pays for the necessary genetic typing required to use the drug.
    - iv. If/when Drug Company funding is discontinued; the specialty drug is reviewed according to the procedures outlined in the "New Specialty Drug Review Section" which follows. Individual co-pay amounts described in 3 (below) would apply if the drug was eventually approved.
- 2) Manufacturer Co-Pay Assistance Programs are coupons or vouchers used to reduce or eliminate the cost of the patients co-pay. These programs are often distributed by a physician or pharmacist to the patient, and some are found on-line.
  - b. Example: Rheumatoid Arthritis drug Humira (adalimumab) – estimated monthly cost \$2,500 coupon available on-line.
    - i. City's Health Care Plan sets deductible at available coupon amount
    - ii. Manufacturer pays coupon amount per 30-day supply of medication
    - iii. Plan pays remainder
    - iv. Member pays zero
    - v. If/when Drug Company funding is discontinued; the specialty drug is reviewed according to the procedures outlined in the "New Specialty Drug Review Section" which follows. Individual co-pay amounts described in 3 (below) would apply if the drug was eventually approved. These options follow industry standards and may vary over time.
- 3) Individuals are required to pay 5% to a maximum of \$100 per prescription of the cost of the drug, but are not subject to the regular co-pay of the Health Care Plan (currently \$20.00).

## **New Specialty Drug Review**

- 1) Annually
  - a. As new FDA approved Specialty Drug products come on the market after January 1, 2012 the following procedures will be utilized:
  - b. City's Health Plan and Pharmacy Benefit Managers committee (Pharmacy & Therapeutics (P&T) Committee) will continue to review these new drugs and products to determine if they should be:
    - i. Categorized as a specialty drug
    - ii. Added to the Specialty Drug List covered by the Health Care Plan
    - iii. If categorized as a specialty drug, it will require pre-authorization before that drug can be paid for by the Health Care Plan
  - c. The determinations will be relayed to the Pharmacy Benefit Manager (PBM) who will provide the results to a panel consisting of the Plan Administrator and the Union Presidents and/or their agents or designees.
  - d. Changes to the approved Specialty Drug List shall be reviewed annually on January 1 or before if recommended by the P&T Committee.
- 2) As Requested
  - a. Any member who receives a prescription for a new FDA approved specialty drug that is not on the approved Specialty Drug List as of January 1, 2012 (attachment A), and therefore not covered by the Health Care Plan, may submit a request to the Plan Administrator who in turn will submit the request to the P&T Committee for a review and recommendation. The P&T Committee will convene within a reasonable period of time appropriate to the circumstances (emergencies will be treated as such) and make a recommendation as listed in (1) (b) above. Adverse determinations can be appealed as referenced below

## **Appeal Process**

- 1) Pre-Authorization of approved Specialty Drugs will continue to be processed in accordance with current procedures of the Health Plan utilized by the Pharmacy Benefit Manager for evaluation of medical necessity. Appeals of adverse determinations of Special Drug Coverage will follow the current appeal process located in the Summary Plan Document under the "How to Submit a Claim" section. In the event that genetic testing is required to determine if the requested drug is medically appropriate for treatment of the individual's condition, the member must satisfy that criteria before the pre-authorization review can be completed.

## **Continuation**

Except as expressly provided above, all other terms as provided in the Summary Plan Document shall remain in full force and effect. This agreement shall be effective for implementation as of October 1, 2013 through June 30, 2016. The agreement will continue thereafter upon mutual agreement by each of the respective parties.

**APPENDIX D**

**EFFECTIVE JULY 01, 2016 THROUGH JUNE 30, 2017**

**2% Wage Increase + 0.5% Police Market Adjustment Increase**

**(2.25% lump sum payment made as soon as administratively possible after July 1, 2016 wage increase)**

**S T E P S**

CLASS	TITLE	R1	R	A	B	C	D	E	F	SENIOR OFFICER
219	POLICE RECRUIT	43,500								
		20.9137								
222	POLICE DESK OFFICER	43,500								
		20.9137								
221	POLICE OFFICER		45,637	47,244	57,518	59,160	62,738	66,085	69,859	71,236
			21.9406	22.7137	27.6528	28.4423	30.1623	31.7715	33.5863	34.2482
223	POLICE SERGEANT							76,895	80,059	
								36.9689	38.4897	
231	DETECTIVE							71,833	74,816	
								34.5352	35.9690	

**APPENDIX E**

**EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018**

**2.25% Wage Increase**

**S T E P S**

CLASS	TITLE	R1	R	A	B	C	D	E	F	SENIOR OFFICER
219	POLICE RECRUIT	44,479 21.3843								
222	POLICE DESK OFFICER	44,479 21.3843								
221	POLICE OFFICER		46,663 22.4343	48,307 23.2248	58,812 28.2750	60,491 29.0823	64,149 30.8410	67,572 32.4864	71,431 34.3420	72,839 35.0188
223	POLICE SERGEANT							78,625 37.8007	81,860 39.3557	
231	DETECTIVE							73,449 35.3122	76,499 36.7783	

**APPENDIX F**

**EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

**2% Wage Increase**

**S T E P S**

CLASS	TITLE	R1	R	A	B	C	D	E	F	SENIOR OFFICER
219	POLICE RECRUIT	45,369 21.8120								
222	POLICE DESK OFFICER	45,369 21.8120								
221	POLICE OFFICER		47,597 22.8830	49,274 23.6893	59,988 28.8405	61,701 29.6639	65,432 31.4578	68,923 33.1361	72,860 35.0288	74,296 35.7192
223	POLICE SERGEANT							80,198 38.5567	83,497 40.1428	
231	DETECTIVE							74,918 36.0184	78,029 37.5139	