



**CITY OF
GRAND
RAPIDS**

-AND-

**POLICE OFFICERS LABOR COUNCIL
EMERGENCY COMMUNICATIONS OPERATORS (ECO) I, II, & III, &
Part-Time ECO I**

AGREEMENT

JULY 1, 2025, THROUGH JUNE 30, 2028

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AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of July 2025, between the CITY OF GRAND RAPIDS, hereinafter referred to as "Management" and the POLICE OFFICERS LABOR COUNCIL, 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.

To the extent the laws of the State of Michigan permit, it is agreed that:

Section 2. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

Section 3. The Employer agrees to make Union payroll deductions **once or twice** each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

Section 4. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

Section 5. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

Section 6. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

Section 7. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.

Section 8. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 9. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 10. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

ARTICLE 3 **MANAGEMENT SECURITY**

Section 1. 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. Violations 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. Upon finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by Management 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. Management, in exercising these functions, will not discriminate against any employee because of his/her membership in the Union.

Section 2. Rules of conduct not inconsistent herewith and in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided however, that Management shall first consult with the Union prior to any such amendments.

ARTICLE 5

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than three (3) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. It may also include non-employee representatives of the Police Officers Labor Council, not more than two (2) in number. The Union will give to Management, in writing, the names of the employee representatives on the bargaining committee at least seventy-five (75) days prior to the expiration date of this Agreement.

Section 2. There will be no discrimination against any employee because of his/her duties as a Union official, Union representative or committee member. Management will not discriminate against any employee because of his/her membership in the Union.

Section 3. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

Section 4. Management will not unreasonably refuse a request by any member of the bargaining committee to be transferred to the day shift for the period of contract negotiations. If it becomes necessary to displace an employee on the day shift, the least senior employee shall be displaced. 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 a.m. and 5:00 p.m. at a time and place designated by Management. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would have otherwise worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise should have worked.

ARTICLE 7

UNION REPRESENTATION

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

Section 2. When requested by an employee, a Union representative may investigate any alleged or actual grievance in their assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefore during working hours without loss of time or pay upon notification and approval of their immediate supervisor outside the bargaining unit.

Section 3. When an employee presents their own grievance without intervention of the Union, the Union representative shall be given an opportunity to be present and shall be allowed the time therefore, paid at their regular wage, upon notification and approval of their immediate supervisor outside the bargaining unit. Management may adjust the individual employee's grievance if the adjustment 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.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Grievance

- 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 terms 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 classification 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. Except as otherwise provided in this article, 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 proceedings shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. Injunctions, temporary restraining orders or actions under Veteran's Preference shall not be considered part of the grievance procedure.
- C. Grievances involving classification disputes may only be presented to the Civil Service Board.
- D. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

- E. This provision contained in paragraph B of this section shall not apply to claims or actions filed under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), or the Age Discrimination in Employment Act of 1967 (ADEA), or to the extent it is otherwise prohibited by law.

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 employee's immediate supervisor outside the bargaining unit or, in the case of a Union grievance, shall be presented to the Chief's office. The grievance must be so presented within fifteen (15) calendar days after occurrence of the circumstances giving rise to the grievance or fifteen (15) days from when the grievant should reasonably have known of the occurrence, not including the day of the occurrence.
- B. Grievance involving discharge, demotion, reduction in classification 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 fifteen (15) 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.
- B. In cases involving discharge, demotion, reduction in classification or compensation, or suspension, the Union may at its discretion initiate a demand for arbitration within fifteen (15) calendar days after the employee receives written notice of such disciplinary action from the City Manager, not including the day of receipt of such notice, except that in the event the employee elects to file an appeal of such disciplinary action with the Civil Service Board, the right of the Union to proceed to arbitration shall be and is waived.
- C. If the parties are unable to mutually agree upon an arbitrator, the parties agree to select an arbitrator from a list provided by the Michigan Employment Relations Commission (MERC), by each party alternately striking names until only one such name remains, and the remaining person shall serve as the arbitrator. Should the parties mutually agree that any panel of arbitrators is unsatisfactory, that the panel may be rejected and another requested. If the parties mutually agree to obtain a list of arbitrators from a different service or source, nothing in this paragraph shall prohibit the parties who are in mutual agreement from doing so. 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 binding on the employee or employees, the Union and Management.

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

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

- 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, to the extent permitted by law.

ARTICLE 9

PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

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/her 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. In cases of letter of warning or verbal warning memoranda, such letters shall be given to the employee affected and placed in the employee's personnel file.

Section 2. The affected employee will be allowed to discuss their discharge or discipline with their steward, or other Union representative, and Management will make available an area where they may do so if they are required to leave the premises.

Section 3.

- A. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of their employment application after a period of two (2) years from their 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 their personnel file upon request to the Human Resources Director.

- 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/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 provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the City of Grand Rapids as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.
- D. A copy of this section shall be presented to any employee subjected to this procedure prior to the start of questioning. Said copy shall be signed by the employee to indicate receipt and shall also indicate his/her waiver of right to Union representation, if any.

Section 9. Written Counseling

- 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 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 provided 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 infraction(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.

ARTICLE 11

SENIORITY

Section 1. Definition

Seniority shall mean the status attained by length of continuous service as an Emergency Communications Operator for those employees hired after 1/1/87. Seniority for those employees hired prior to 1/1/87 shall be based upon the length of continuous service with the City.

Section 2. Accrual of Seniority

- A. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by totaling the digits of the employees' social security numbers, and the employee whose total results in the greater sum will be deemed to have the greater seniority. It is expressly agreed that utilization of this method shall not be a grievable matter.
- B. All original 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 remove an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or the Grievance Procedure of Article 8.

- C. Effective 1/1/88, an ECO-I training period shall be established which should not exceed a period of two (2) years. Any extension beyond two (2) years shall be at the discretion of management. Upon completion of the training period, such employees shall be afforded an opportunity to take the examination for the position of ECO-II. If an employee does not successfully pass the examination, he/she shall be afforded a final opportunity to test within the next six months. Failure to pass the test may result in the termination of employment.
- D. Employees promoted to the position of ECO-II shall serve a probationary period of six months after promotion. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Failure of the probationary period for the position of ECO-II shall result in termination of employment. Each employee serving a promotional probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review same with the employee. The employee shall be entitled to the presence of his/her Steward during the review interview upon request of the employee.
- E. If a permanent employee is demoted at any time during a promotional probationary period, he/she shall be given a copy of the written evaluation resulting in such demotion. Any permanent employee may appeal a demotion only up to the Grievance Procedure of Article 8.
- F. Non-Bargaining Unit Personnel
1. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, thereafter, within six (6) months, returns to the bargaining unit shall have all accumulated seniority and all rights accredited thereto.
 2. An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, after six (6) months have elapsed, returns to the bargaining unit shall have only that seniority accumulated in the unit. The application of seniority shall be defined as in Article 11, Section 1.
 3. For the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity, a person's seniority shall in all cases be measured by an employee's total service with the City.
 4. An employee who is outside of the bargaining unit and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to promotion to a non-bargaining unit position.

Section 3. Loss of Seniority

Employees shall lose their seniority 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/her 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 seniority, whichever is greater.

Section 4. Seniority Lists

Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, classification and seniority date, and shall furnish a copy to the Union in March and September of each year. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

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

In the event that a layoff becomes necessary, persons employed as ECO-I's shall be laid off in inverse order of seniority prior to the layoff of any permanent or probationary ECO-II's. Thereafter, ECO-II's shall be laid off in inverse order of seniority.

Section 3. Demotion or Transfer in Lieu of Layoff

An employee subject to layoff may, within three (3) days after receipt of notice of layoff, request to be demoted or transferred to an equal or lower paying position which the employee is qualified for and able to perform.

- A. Such demotion or transfer shall be through those classifications in which the employee previously held permanent status and in full accord with the provisions of any applicable labor agreement.

- B. Management shall have the exclusive right to determine a person's ability and qualifications to fill a position. If an employee is demoted or transferred in lieu of layoff and his/her regular position subsequently becomes available, he/she shall be considered eligible for reinstatement to such position.

Section 4. Exceptions to Seniority

The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

Section 5. Notice of Layoff

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

Section 6. Recall from Layoff

- A. Laid off employees, or demoted in lieu of layoff, shall have their names placed on preferred eligible lists in order of seniority for the classification from which displaced. Employees shall be recalled from layoff or restored to positions from which demoted before any other persons are selected for employment or promotion in those classifications.
- B. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by Certified Mail to their last known address.
- C. Employees who decline recall and 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.

ARTICLE 13 **SHIFTS AND SCHEDULES**

Section 1. Definitions

- A. Shifts shall be defined as the daily work period between the starting and quitting time of such period.
- B. Work schedules shall be defined as the schedule of work days and shifts during a work week, including off-duty days.

Section 2. Emergency Communications Operator I's (ECO-1) and probationary Emergency Communications Operator II's (ECO-II) may be assigned to any shift and schedule deemed appropriate by Management.

Section 3.

- A. ECO-II personnel shall be allowed to bid and probationary ECO-II personnel may be allowed to bid based upon seniority preference for shift and work schedules twice each year. Assignments shall be made in accordance with that bid. An employee who is promoted to the ECO-II classification may initially be rotated every two (2) months each shift during the first six (6) months for performance evaluation purposes. At the conclusion of the six (6) month period, the employee shall be placed on a permanent shift until the next shift bid occurs.
- B. Shift and work schedules shall be posted no later than February 15 and August 15 of each calendar year. The ECO's shall have a period of thirty (30) calendar days from the date of posting or the 16th of the following month, whichever is longer, to make shift selections. The schedule shall be effective the beginning of the second payroll period in April and October of each calendar year.
- C. If shift and schedules are to be changed for more than five (5) consecutive work days and the need for such change is known to Management for more than seventy-two (72) hours in advance, openings for permanent ECO-II positions on such changed shifts and schedules shall be posted for at least twenty-four (24) hours and filled on the basis of seniority preference within the classification title.

Section 4. Nothing in this Article shall be construed to limit the right of Management to establish, change, enlarge or decrease shifts or work schedules, or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

Section 5. The steward shall have superseniority when it comes to bidding on shifts.

Section 6. Effective July 30, 2013, the parties established a twelve-hour shift as outlined in supplemental agreement # 11.

ARTICLE 14 **OVERTIME**

Section 1. Purpose

The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees Covered

- A. Employees holding the positions listed in Appendix A are eligible for overtime compensation.
- B. Employees, except those holding appointment in the City Clerk's Office, engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.

Section 3. Definitions

A. Normal Work Week and Work Day

A normal work week for regular full-time employees shall consist of forty (40) hours. A normal work day for such employees shall be twelve (12) hours.

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 or fifteen (15) minutes.

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

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

E. An employee called in for a work-related court appearance outside of his/her regular scheduled hours shall receive the regular witness fee and mileage provided by the court and shall have a minimum guarantee of two (2) hours at time and one-half ($1\frac{1}{2}$) for such time spent in court. ECOs agree to notify an on-duty supervisor (either in person or by phone) at the conclusion of the court appearance so that accommodations may be made for no less than an 8 hour turn-around to the beginning of the ECO's next normal work shift. The next normal work shift shall not be extended beyond the normal ending time for that shift to make up for a 12 hours shift; instead, the ECO shall be allowed to use ETO for any such court appearance caused schedule modifications.

Section 4. Method of Compensating for Overtime Work

A. Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's hourly rate.

B. An employee called to work at a time other than his/her scheduled work shifts shall be credited with a minimum of four (4) hours at his/her regular hourly rate, or with the actual hours worked at one and one-half ($1\frac{1}{2}$) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at his/her overtime rate.

C. For the purpose of computing overtime, an employee absent on authorized Sick Leave with pay, Jury Leave with pay, Holiday or 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 5. Compensatory Time

A. At the request of any employee eligible for overtime pay, his/her Supervisor may provide that, in lieu of cash payment for overtime, he/she may be allowed time off with pay at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour worked over the normal number of hours in his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her Supervisor during the calendar year. 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 calendar year in which it was earned,

he/she shall be given cash payment as soon as practicable in January of the following calendar year for the overtime hours worked at the overtime rate based on his/her salary effective December 31st of that calendar year (the provisions of this Section shall be administered in accordance with State and Federal Law. 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 which has been credited to his/her bank.

B. It is understood that bargaining unit employees may wish on occasion to have another employee work scheduled shift hours for them in agreement to work scheduled hours for the other employee. In the past this has been known as shift swapping. During recent discussions between the parties it was agreed that such arrangements may be made in the future for partial or entire shifts provided the following conditions have been complied with:

1. The practice of allowing employees to swap work days will only be allowed if it does not create any overtime pay.
2. The arrangement between the employees shall be made with the knowledge of a supervisor and approved prior to an employee working for the other employee.
3. The timekeeping records accurately reflect the actual hours worked.
4. It is understood that arrangements by employees to work for each other during scheduled shift hours shall be approved unless reasonable cause exists to deny the request based upon the needs of service.
5. If prior supervisory approval has not been received for employees to work scheduled shift hours for each other, the time records kept shall accurately reflect the hours actually worked. Management shall have the retained right under Section 1 of Article 4- Management Rights to impose appropriate disciplinary measures for failure to obtain prior approval for employees to work scheduled shift hours for each other. This paragraph shall not be interpreted to preclude a timely filed grievance under Article 8- Grievance Procedure which contests the "just cause" of such discipline or the right of management to impose discipline for an unexcused absence or other rules infraction that occurs in conjunction with the failure to obtain prior approval.
6. An employee who is late for the start of his/her shift without prior Management approval due to unexpected or unforeseen circumstances shall be allowed to account for time missed with his/her choice of either compensatory time or vacation time to a maximum of two (2) hours. If the employee does not have sufficient compensatory time, he/she may elect to be unpaid.

Section 6.

A. Sign-up, Emergency Fill Provisions, and Exceptions

1. Monthly Sign-Up: Management shall post all known overtime by the fifteenth (15th) day of the month for the following month. Employees shall be afforded an opportunity to select such posted overtime based upon their seniority within their classification.

2. Friday Weekly Sign-Up: Any vacant overtime slots for the following week (defined as Sunday 6:00 AM through the following Tuesday, 6:00 AM) may be filled by ECO's in inverse order of seniority by classification.
 3. Emergency Overtime Fill Provision:
 - a. Any overtime that arises during the month where Management has ninety six (96) hours' notice of such vacancy, Management shall add those additional overtime hours to the posted overtime notice. Employees shall be allowed to fill those additional hours by seniority.
 - b. If the vacancy slot is not filled within ninety six (96) hours of its occurrence, Management may fill the slot through the emergency overtime procedure.
 - c. Overtime that becomes known to Management with less than ninety six (96) hours' notice shall be considered emergency overtime.
 - d. At the ninety six (96) hour point, Management shall immediately commence the process of trying to fill the overtime vacancy. Management may offer this overtime to any ECO it chooses. If Management is unable to fill the overtime through this method, Management shall have the right to order the least senior qualified employee to work the vacant slot. Management shall not require any employee to work more than sixteen (16) continuous hours, except in the case of extreme emergency.
 4. Exceptions to Mandatory Overtime Fill Provision: Management shall have the right to excuse employees from required overtime for good and sufficient reasons as determined by Management.
- B. The City will use ECO retirees in accordance with the General Retirement System guidelines in the following manner. In scheduling overtime the City may first offer voluntary overtime opportunities to qualified retirees in order to cover the scheduled and/or unscheduled absences. When such shifts cannot be covered by using qualified retirees management may offer such shifts to permanent or part time employees. This shall not be interpreted to prevent management from requiring mandatory overtime for permanent personnel if required due to the needs of service. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of each month.
- C. Overtime provisions established in a given department/division which may be contrary to these provisions will be controlling provided the provisions are agreed to by the Union and Management.

Section 7. Bargaining Unit Work

Supervisory personnel outside of the bargaining unit shall not, except in emergency situations or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

Section 8. Mandatory Overtime Shift

For the one year period between July 30, 2013, and July 30, 2014, the Union and the City shall implement a mandatory overtime shift. Mandatory overtime shall be in blocks of time which could be twelve (12) hour shifts or lesser blocks of time. Employees who call in sick on their mandatory overtime shift shall be charged with an occurrence but will not be paid for shift and will not have the hours removed from their sick leave accrual. Regular practices for sick time substantiation shall be followed.

ARTICLE 15 **REST PERIOD**

Section 1.

Such periods may be subject to interruption as the needs of the service demand and employees may choose to leave the area designated for such purpose if he/she carries an electronic means of being contacted when he/she does leave the designated rest period area and can return within a reasonable time if so contacted.

Management shall allow rest periods to be scheduled in increments selected by seniority and as approved by management based on the following work periods:

Four hours-20 minute rest period
Six hours-30 minute rest period
Eight hours-40 minute rest period
Ten hours-50 minute rest period
Twelve hours-70 minute rest period
Fourteen hours-80 minute rest period
Sixteen hours-100 minute rest period

Rest periods may be subject to interruption as needs of service demand, and employees may choose to leave the area designated for such purpose if he/she provides management with an electronic means of being contacted when he/she does leave the designated rest period area.

ARTICLE 16 **NEW OR CHANGED JOBS**

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs established in the bargaining unit. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job, the matter shall be subject to an appeal filed directly with the Civil Service Board in Step 3.A. of the grievance procedure. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission.

ARTICLE 17

WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule forth in Appendix B.

Section 2. 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 3. For the purpose of this Section, the DAY shift is defined as any work period commencing between the hours of 6:00AM and 5:59PM. The night shift is defined as any work period commencing between the hours of 6:00PM and 5:59AM. As of July 1, 2022, the shift differential will be .85 cents per hour.

ARTICLE 18

PAY CHANGES

Section 1. Purpose

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

Section 2. Definitions for Purposes of This Article

- A. **Promotion** shall mean a change in employment to a position class which has a higher maximum salary.
- B. **Demotion** shall mean a change in employment to a position class which has a lower maximum salary.
- C. **Transfer** shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. **Reclassification** shall mean the changing of a position from one class to another based on the duties involved.
- E. **Salary Step Increase** shall mean an increase in compensation to the next higher step in the same pay range.

Section 3. Anniversary Dates for Pay Change Purposes

A. Establishment

- 1. **Original Employment and Re-Employment:** The date six (6) months after completion of the probation period and the corresponding date each year thereafter.
- 2. **Promotion:** The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
- 3. **Transfer:** The anniversary date remains unchanged.

4. **Demotion:** The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
5. **Reclassification:** The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

B. Postponement of Anniversary Date

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

Section 4. Compensation Determinations

- A. **Original Employment and Re-Employment:** Employees shall be employed at the lowest step for their position class.
- B. **End of Probation:** The employee's salary shall automatically increase to the next higher step at the end of his/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 Human Resources Director shall be referred to the City Manager for final determination.
 3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
 4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position.
- D. **Promotion or Upward Reclassification:** Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
- E. **Transfers:** An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

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

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the date of the event giving rise to the change.

It is the intent of the City to carry out the administrative process to establish a date of promotion as soon as possible following notice that an ECO-I has successfully passed the examination for the classification of ECO-II. The parties understand it takes time to grade an examination, convey notice of the fact the employee has passed the examination, and then input the necessary information into the payroll system. It is further understood that there is an administrative delay in establishing the promotional date and that date will not correspond to the date the test was given to the employee. However, if there is an administrative delay beyond what is generally encountered in establishing a date of promotion to ECO-II for a bargaining unit member, the parties agree to meet and attempt to reach a mutually agreeable adjustment of the date of promotion to compensate for such delay.

Section 6. Acting Assignment

If an employee works on Acting Assignment to a higher classification pursuant to a written order from Management, the employee shall be paid at the first salary step which is at least one full step higher than the employee's regular rate of pay for all hours so worked, computed to the nearest full hour. An employee shall not normally receive Acting Assignment Pay for Sick Leave, Vacations or Holidays unless it is otherwise specifically provided for in the written order. Such assignment shall not exceed a period of twelve (12) consecutive months. Where consistent with the needs of the service, the Acting Assignment must be offered to the most senior qualified employee in the appropriate classification as determined by Management.

ARTICLE 19 **RETENTION PAY**

- A. Retention pay is defined as a supplemental salary payment based on the length of continuous service. Continuous service is that service uninterrupted by resignation or discharge. Employees eligible for retention pay received adjusted payments at specified intervals in accordance with the following schedule:

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

B. Retention Qualification Date

An employee qualifies for retention pay on the date when five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service are completed.

C. Retention Earning Date

The retention earning date refers to the date an employee begins to earn retention pay and shall be the first day of the month immediately following his/her retention qualification date.

D. Payment of Retention Pay

1. Retention pay is paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.

2. Retention pay shall be for periods of service from June 1 to November 30, payable on the first payday in December; and from December 1 to May 31, payable on the first payday in June.

E. Effect of Layoff and Leave of Absence on the Retention Qualification Date

1. An unpaid leave of absence or a layoff of sixty (60) days or less does not postpone the retention qualification date of an employee.

2. An unpaid leave of absence (except for a military leave), or layoffs in excess of sixty (60) days postpones the retention qualification date for the total period of separation. However, time previously served toward the next retention qualification date will be credited when the employee returns to the payroll.

F. Effect of Termination on Retention Pay

1. An employee terminating employment with the Employer prior to June 1 or December 1 will receive retention pay on a prorated time basis for the full calendar months served.

2. An employee absent from service due to leave of absence or unpaid leave will receive retention pay on a prorated time basis for the full calendar months served and payable upon the employee's return to service.

3. An employee who works twelve (12) or more days in any calendar month will earn retention credit for that month.

ARTICLE 20
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 twelve (12) 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 one (1) year of continuous service shall earn vacation based upon the monthly earned rate of eight (8) 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 twelve (12) work days [96 hours] per year (the eight hour 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 [96 ÷ 12 = 8]).
- B. New employees will begin accumulating vacation time on a monthly basis during the course of their first year of employment and may utilize any accrued time prior to the end of the calendar year in which they are hired. Then, as of January 1st following their date of hire, new employees will be credited with the full 96 hours of vacation for the year.

<u>Years of Continuous Service</u>	<u>Vacation Hours Credited on the Following January 1st</u>
1 year	96 hours
2 years	104 hours
3 years	112 hours
4 years	120 hours
5 years	128 hours
6 years	136 hours
7 years	144 hours
8 years	152 hours
9 years	160 hours
10 years	168 hours
11 years	176 hours
12 years	184 hours
13 years	192 hours
14 years	200 hours
15 years	208 hours
16 plus years	216 hours

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

Section 3. Use of Vacation

- A. Effective with the August 15, 2012, vacation sign-up, vacation sign-up shall be posted on February 15 and August 15 of each calendar year for a period of forty-five (45) consecutive days. This posting will cover the two (2) six (6) month periods of April 1 through September 30 and October 1 through March 31, respectively.
- B. On 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. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void with the exception of a balance of sixty-eight (68) days which may be maintained between the period of 1/1 and 11/30.
- 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-seven (27) work days 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.
- F. One (1) vacation day may be used at the employee's discretion on the day of occurrence of his/her birthday in order to observe the birthday as a full day off. If the employee's birthday should fall on an observed holiday as provided in Section 2 of Article 20, the employee shall be allowed at his/her discretion to observe the birthday on that holiday and such day off shall not be charged as vacation as provided in Section 3B of Article 20.
- G. Vacation is deemed to begin at the end of the ECO's regular shift prior to the first scheduled vacation day. Vacation ends at the beginning of the ECO's regular shift following the last scheduled day of vacation. Vacation shall be deemed good and sufficient reason (as defined in Article 14, Section 6, Paragraph A) to excuse an ECO from required overtime.

Section 4. Vacation Sell-Back Program

In November of each year, an eligible employee may sell back up to a maximum of three (3) weeks of his/her vacation for $\frac{3}{4}$ of its value if he/she has more than 80 hours in his/her vacation bank. After the sell-back process is completed, the eligible employee must have a minimum balance of 80 hours in his/her vacation bank after November 30th.

ARTICLE 21 HOLIDAYS

Section 1. Holiday Pay

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. Employees working on a holiday, whether a normal work day or a scheduled day off will receive holiday pay for their normal work day plus time and one half for actual hours worked. Holidays are defined as beginning at 6:00 AM on the day of the holiday and running through 5:59 AM on the following day. Holiday time used as vacation will not be compensated as overtime.

Section 2. Holidays

The following shall be general paid holidays for employees:

New Year's Day (January 1)	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Juneteenth	Christmas Eve
July 4	Christmas Day
Labor Day	New Years' Eve

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government unless the parties agree otherwise.

- A. Whenever any of the above holidays falls on Saturday, holiday premium pay shall be payable only for that day.
- B. Whenever any of the above holidays falls on Sunday, holiday premium pay shall be payable only for that day.
- C. 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 eleven (12) holidays in any calendar year.
- D. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day immediately preceding and immediately following any general paid holiday.
- E. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- F. On general paid holidays, only those employees shall be on duty whose services are necessary.

Section 3. Method of Compensation for Holiday Work

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

ARTICLE 22

SICK LEAVE

Section 1. Definitions

- A. For purposes of this Article 22, "Family Member" shall include any of the following:
 - 1. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child whom the employee stands in loco parentis.
 - 2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.
 - 3. An individual to whom the employee is legally married under the laws of any state or a domestic partner.
 - 4. A grandparent or grandchild.
 - 5. A biological, foster, or adopted sibling.
 - 6. An individual related by blood to the employee.
 - 7. An individual whose close association with the employee is the equivalent of a family relationship.
 - 8. A father-in-law, mother-in-law, brother-in-law, or 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, including self-employment covered by sick leave benefits, health and accident insurance, Workers' Compensation or any combination thereof.

Section 2. Sick Leave Accumulation

- A. An employee shall accumulate eight (8) hours of sick leave for each calendar month of service in which he/she works one-half (½) or more of his/her scheduled duty days, or to meet other minimums required by law, including but not limited to the Earned Sick Time Act. MCL 408.963, as amended, which requires that the City provide employees with one (1) hour of earned sick time for every thirty (30) hours worked.
- B. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave

Sick leave shall be charged to the nearest one-tenth (1/10) of an hour.

Section 4. Permitted Uses-Bereavement and Sick Leave

A. Regular Use

An employee shall be entitled to use his/her accumulated paid sick leave for any absence due to:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
2. For the employee's Family Member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's Family Member's mental or physical illness, injury, or health condition or preventative medical care for a Family member of the employee.
3. If the employee or the employee's Family Member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
4. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
5. For closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's Family Member's presence in the community would jeopardize the health of others because of the employee's or Family Member's exposure to a communicable disease, whether or not the employee or Family Member has actually contracted the communicable disease.

B. Bereavement & Emergency Use

1. An employee is entitled to take up to two (2) days bereavement leave- paid leave, without charge to sick leave, upon the death of any member of his/her immediate family. For purposes of this provision only, "immediate family" is the employee's current spouse, child, parent, brother, sister, grandparent and grandchild, including "step" or "in-law" relations for the same relationships as applicable. One (1) day may be used, as reasonably necessary, on the occasion of childbirth.

C. Vacation or Holiday 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 his/her Department or Division Head and subject to substantiation as provided in this Article.

D. Compensatory Time Use

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by his/her Department or Division Head.

Section 5. Excluded Uses

- A. Subject to any limitations required by law, paid sick leave shall not be authorized:

1. For personal injury incurred in supplemental employment.

Section 6. Substantiation

An employee shall have at least three (3) days to substantiate the use of sick leave by such reasonable means as his/her Department or Division Head may require for absences exceeding three (3) consecutive days. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

Section 7. Physical Examination

An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the City's Medical Designee. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 1 level.

Section 8. Unpaid Sick Leave

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

Section 9. Pay for Unused Sick Leave

Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of One Dollar (\$1) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (50¢) per day times the years of continuous service for persons resigning. In the case of the death of an employee, the employee's unused accumulated sick leave shall be paid to the deceased employee's beneficiary to a maximum of ninety (90) days, at the rate of One Dollar (\$1) per day times the years of continuous service. An employee who is discharged for just cause from service with the City shall not be entitled to any benefit under this provision whether the discharge is uncontested or upheld in arbitration or another appellate forum.

Section 10. Conversion to Personal Leave

An employee with two (2) to five (5) years of continuous service may convert up to two (2) days (or 24 hours if on a 12 hour shift), of accumulated paid sick leave to personal leave on January 1st of each calendar year. At the time of conversion, the employee must have greater than fifty (50) hours of accumulated sick leave in his/her bank and must maintain a minimum of fifty (50) hours in his/her sick leave bank.

An employee with greater than five (5) years of continuous service may convert up to five (5) days (or 60 hours if on a 12 hour shift), of accumulated paid sick leave to personal leave on January 1st of each calendar year. At the time of conversion, the employee must have greater than fifty (50) hours of accumulated sick leave in his/her bank and must maintain a minimum of fifty (50) hours in his/her sick leave bank.

Personal leave may be used for unforeseen circumstances and is subject to supervisory approval and the needs of service.

When using such personal days, the employee is required to give 48 (forty-eight) hours advance notice unless Management agrees to grant him/her with less notice on a case-by-case basis.

Section 11. Notification

An employee who expects to be absent on sick leave must notify his/her Department as promptly as practical, depending on the circumstances, prior to the start of his/her scheduled shift. Subject to any restrictions by law, failure to do so may result in denial of his/her claim for paid sick leave. The employee shall report his/her status every third working day of absence unless hospitalized.

Section 12. The parties agree to jointly establish a program to allow full time employees who retire or resign to receive pension service credit for all of their unused sick leave time up to a maximum of 2,080 hours. An employee will not be paid for any remaining, unused sick leave in excess of these 2,080 hours. However, employees would not be allowed to use sick leave to acquire eligibility status for attaining said pension.

Section 13. Paid Parental Leave

This paid parental leave is for eligible employees, due to the birth of an employee's child or the placement within an employee's home of an adopted child. The benefit will run concurrently with eligible leave under the family and medical leave act (FMLA). The purpose of the paid parental leave policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their work obligations.

- A. Paid parental leave is available to permanent employees who are FMLA eligible. An employee is FMLA eligible if s/he has been employed with the city for at least twelve (12) months and has worked a minimum of 1,250 hours during the 12-month period prior to the leave (exceptions may be granted for newly hired employees at the discretion of the department).
- B. Eligible parents will receive up to two (2) weeks of paid leave. Paid parental leave is to be used continuously and will not be extended when a holiday falls during a week when an employee is taking leave. Paid Parental leave is in addition to any other leave for which an employee is eligible. The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of paid parental leave. If both parents are eligible employees, each will be able to utilize the benefit. Paid parental leave must be utilized within six (6) months following the birth or adoption of a child.
- C. Vacation and sick leave benefits will continue to accrue during the period of paid parental leave. The eligible employee's share of the health care premium will be deducted from the eligible employee's pay in accordance with normal practices.
- D. An eligible employee must submit a completed leave request form, requesting FMLA leave, to the Benefits Division at least thirty (30) days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit a leave request form to the Benefits Division as soon as possible.
- E. An eligible employee will be required to furnish medical documentation for the birth of a child. The medical documentation must be completed and signed by the individual's health care provider. An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoptions.

ARTICLE 23 **HUMANITARIAN CLAUSE**

Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, Management will make every effort to place the employee in a position that he/she is physically and mentally able to perform; in so doing, Management will attempt to place the employee in a position as close as possible to his/her previous wage level. The promotional provisions of Article 11 shall not be construed as a bar to appointing an individual under this provision to a classification with a higher maximum range.

ARTICLE 24
LEAVE FOR UNION BUSINESS

A total of ten (10) personal days with pay per year may be used to attend any and all Union conventions, labor seminars or conferences, provided such leaves are requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement.

ARTICLE 25
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 26
INSURANCE

Section 1. The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for active City employees and their eligible dependents. Active City employees and their eligible dependents participate in this group health care plan. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document booklet. Management shall, at its expense, provide a group hospital, medical, vision, surgical insurance and dental insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees. Effective January 1, 2019, the health care employee premium sharing rates will be based on the categories of single/double/family.

Effective January 1, 1993, Management shall adjust the City's basic group plan presently administered by the Travelers' Insurance Company to require the employee to pay an annual deductible of \$50 per calendar year of covered benefits, with a family deductible cap of \$100 per calendar year. Dental, vision, and drug prescription card coverages are not included in this deductible. This deductible does not apply to retirees or to those employees insured under HMO health plans.

Effective July 1, 1999, all employees shall be covered by a single insurance plan, currently referred to as the Unified Health Plan to be administered by Blue Cross Blue Shield. Effective April 1, 2004, the Health Care Plan will be administered by BenefitSource Inc. The Employer maintains the right to name the administrative agent, provided that there will be no changes in the present negotiated benefit levels of the Health Care Plan during the life of this agreement.

Effective March 24, 2009, the following changes to or additions to benefits and/or 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) 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. There shall be an annual cap of \$600 on payments by the City of Grand Rapids for Proton Pump Inhibitor (PPI) drugs prescribed as either brand name or generic equivalents. The over-the-counter (OTC) program 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 proton pump inhibitor 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 the brand shall be increased to \$40 and the \$10 co-pay for generic 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-pay by the employee.
5. Each bargaining unit member shall be responsible to contribute on a pre-tax basis each pay period toward health care coverage (being termed "premium sharing"). Such premium sharing shall not apply to any bargaining unit member who has opted out of City health care coverage in accordance with Section 6-Health Insurance Opt Out of this Article. Effective January 22, 2012, the employee health care premium contribution payment will be 20% of the City's actuarially estimated annual health care cost.

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 calculation (which is to be used to set the rate of the active and retiree premium sharing contributions), is the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming year. The second calculation (which does not affect the rate of the active and retiree premium sharing contribution and is included here solely for reference) is the estimated cost to provide health care coverage to the retirees who are age sixty-five (65) and older and their eligible dependents for the upcoming year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees shall be required to pay 1/26th of their percentage portion of the annual health care cost each bi-weekly 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 30th shall be recognized over the subsequent three years (i.e. three year smoothing of actual to estimate true up).

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

Annual Deductible	\$150
Co-insurance	80% / 20% (all services)
Maximum out of pocket	\$850 (all services)
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	See supplemental agreement
Mail Order Maintenance	\$50 Brand only with a 90 day supply

Usual, Customary, and Reasonable. 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 90th 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, 2020, the following changes will be made to the health care plan:

- A. Add a 20% in/out of network differential. The city's normal in-network co-insurance amount is 80/20. If a member chooses to use an out-of-network service, the co-insurance would be 60/40 until the employee reaches the \$850 maximum out-of-pocket amount. Copays for doctor visits, urgent care, and emergency room remain unchanged.
- B. RX COPAY STRUCTURE
 - i. GENERIC- COPAY OF \$10
 - ii. BRAND PREFERRED- COPAY OF \$20
 - iii. BRAND NON-PREFERRED- COPAY OF \$40
 - iv. SPECIALTY PREFERRED- COPAY OF 5% UP TO A MAXIMUM OF \$100
 - v. SPECIALTY NON-PREFERRED – COPAY OF 5% UP TO A MAXIMUM OF \$200

- C. The maximum price covered is the generic cost if available and the member would pay the difference if the member chooses a brand name drug when a generic is available. DAW exceptions would be granted when a physician certifies that the brand name drug is medically necessary, and the member cannot take a generic drug.
- D. Employer will cover e-visit cost at 100% (zero co-pay)
- E. Establish an insurance committee that will meet and discuss health care benefit changes. The committee will be comprised of one representative from each union and three city designates.
- F. Vision, free exams, \$10 co-pay for standard lenses, \$150 allowance for contacts, and \$150 frame allowance.
- G. Dental, increase limit to \$1,200, preventative cleanings/exams/x-rays at 100%, dental implants, wisdom teeth extractions covered under medical.

Wellness Plan

This benefit is outlined in memorandum of understanding # 14 in the back of the contract.

- 6. Retiree Health Savings Account (RHSA) and Alternative Savings Account Benefits
Effective July 1, 2008, the City's Health Care Plan for retirees shall be converted from a fully City funded premium cost basis to a joint employee/employer funded contribution basis into a Retiree Health Savings Account (RHSA).
- A. New Hires: New hires after March 24, 2009, shall be eligible after six (6) months of service only for a defined-contribution retiree health care savings account (RHSA). To aid employees in making their employee contribution to their RHSA, their employee contribution shall step up on an employee's anniversary date coinciding with his/her step increases to permit them to provide increasing employee contributions in accordance with the following:
 - After six (6) months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six (6) 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).
 - For the next one (1) year of service, the employee shall make contributions at the annual 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).
 - 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).

New hires after March 24, 2009, shall vest in the City funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the City of Grand Rapids Retirement System. If employees hired on or after March 24, 2009, separate from City employment prior to vesting in the City of Grand Rapids Retirement System, they will only be entitled to receive employee contributions and investment earnings on those employee contributions from their RHSA,

- B. Mandatory Conversion: The City shall establish an RHSA for each bargaining unit member who has not vested in the City of Grand Rapids Retirement System with eight (8) years of credited service as of May 1, 2010, and make a transitional contribution (as soon as administratively possible after March 24, 2009) based upon factors which are the ratio of the member's years of service (relative to thirty [30] years of service) and age (relative to the normal retirement age of fifty-five [55]) times ninety percent (90%) of the actuarially determined present value of the bargaining unit member's accrued benefit as of January 1, 2009. The initial contribution shall be the greater of:

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result shall be multiplied by a percentage determined by reducing 100% by .6% (six tenths of a percent) for each month the employee is below the age of fifty-five (55);

or

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result shall be multiplied by a percentage determined by dividing the months of service as of January 1, 2009, by 360 months.

Effective as soon as administratively possible following March 24, 2009, the bargaining unit member shall make a contribution to his/her RHSA on a pre-tax basis each pay period in the amount which equates to a \$1,000 annual contribution. Effective as soon as administratively possible after March 24, 2009, the City shall contribute on a pre-tax basis each pay period an amount which equates to a \$1,750 annual contribution to each bargaining unit member's RHSA. No further fully City funded premium cost health care coverage entitlement shall be provided to new hires or those bargaining unit members who are mandatorily converted after March 24, 2009. New hires after March 24, 2009, shall be provided with an RHSA funded in the above manner and no transitional contribution shall apply.

Bargaining unit members who have been mandatorily converted to an RHSA and thereafter separate from City employment shall, in accordance with IRS regulations and plan provisions, be entitled to receive the initial City contribution to their RHSA, the annual City contributions, their annual employee contributions, and all investment earnings from their RHSA when they leave City employment.

- C. City of Grand Rapids Sponsored Group Health Care Plan: Active employees hired prior to July 1, 2008, who have vested (with eight [8] years of credited service) in the City of Grand Rapids General Retirement System as of May 1, 2010, shall be provided with a vesting percentage in the prior fully funded premium plan based upon the ratio of his/her years of service to thirty (30) years of service. That vesting percentage shall be increased on an annual basis by an amount of three and one-half percent (3.5%) for each complete year of service after establishing the earned percentage at twenty-three percent (23%) at eight (8) years as follows:

Thirty (30) Year Accrual (at .29167% per month) Vesting
at 96 Complete Months of Credited Service

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

Bargaining unit members who were hired before March 24, 2009, shall be entitled to qualify for City sponsored retiree health care coverage upon meeting the eligibility requirements (i.e. receiving a retirement allowance as a retirant of the City of Grand Rapids General Retirement System after becoming at least fifty-five [55] years of age with eight [8] or more years of service or being awarded a disability pension entitlement under Section 1.209.1 of the City of Grand Rapids General Retirement System Ordinance). Such employees shall be entitled to retiree health care benefits on a percentage basis of what has been earned on a thirty (30) year accrual basis (see above chart), provided that in the case of being awarded a disability pension entitlement by the Board such employee shall be considered to have achieved 100% entitlement less the applicable premium sharing amount or percentage.

- D. Voluntary Conversion: Bargaining unit members who are vested in the City of Grand Rapids Retirement System as of May 1, 2010, shall be provided the option of voluntarily converting their earned City funded premium cost basis health care coverage for a conversion dollar amount (based upon an amount to be determined by an actuary as of July 2, 2008) and have that calculated voluntary conversion amount deposited into an RHSA. Such option may be utilized on or before November 24, 2009. The conversion amount shall be the greater of:

- Five percent (5%) of the actuarially determined present value of the accrued benefit;
- or
- The actuarially determined present value of the accrued benefit multiplied by ninety percent (90%) multiplied by a percentage determined by reducing one hundred percent (100%) by .6% (six tenths of one percent) for each month that the employee is below the age of fifty-five (55).

On-going contributions for those who voluntarily convert to a RHSA shall be at an annual rate of \$1,750 by the City in bi-weekly pay period increments (\$67.30 gross per payroll) and at an annual rate of \$1,000 by the employee (\$38.46 gross per bi-weekly pay period).

- E. The City, upon request, shall provide access to an investment counselor to advise a bargaining unit member on the actuarially projected value of his/her RHSA at the time of his/her retirement.
7. Disability Retirement: In the case of a disability retirement pursuant to Section 1.209.1 of the City of Grand Rapids General Retirement System ordinance, the spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the 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, such children by birth shall also be considered to be a qualified dependent for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty-five (55).
8. Deferred Retirement: Bargaining unit members who are hired on or after March 24, 2009, shall not be entitled to re-qualify for City sponsored retiree health care coverage if they separate from employment in deferred retirement status.
9. Bargaining unit members who retire after March 24, 2009, shall have their retiree health care benefits, if utilizing the City as a source of such coverage, adjusted to match those of active employees (including any applicable premium sharing dollar amounts or percentages). It is understood that the premium sharing requirement would not be applicable to those bargaining unit members who are mandatorily converted or who only qualify for the RHSA retiree health care benefit based upon date of hire and/or years of credited service as of May 1, 2010, as those employees' retiree health care coverage will be replaced by the City's contributions to an RHSA.

Section 2. Death Benefit Payment

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

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

- B. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than Forty Thousand Dollars (\$40,000), Management shall make a lump cash payment equal to the difference between the amount of Forty Thousand Dollars (\$40,000) and the total Workers' Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.
 2. For the purpose of computing the "total Workers' Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.

3. Provisions of this Section 2B shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.
- C. 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 the 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 the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under Subsection "A" hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of 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 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.
- F. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2. shall be binding upon Management in any proceeding of the Workers' Compensation Act nor shall the same be an admission of liability under said Act.
- G. No action at law or in equity shall be brought by any person or persons to recover under any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection "C".

Section 3. 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 and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: (a) the employee retires with thirty (30) years of service and is at least 50 years old; or (b) the employee is at least 55 years old and has eight (8) years of service; or (c) the employee is disabled pursuant to the provisions of the pension ordinance.

Dependents are understood to be the spouse who is married to the retiree and any qualifying children of the retiree (i.e. a child who has not reached or will not reach his/her 19th birthday in the calendar year, or in the case of a full time student his/her 23rd birthday in the calendar year) at the time the retiree begins receiving a retirement allowance. In the case where the retiree predeceases the covered dependents, such health coverage shall begin when the retiree would have qualified for health care coverage as provided above and shall be continued until the retiree would have become eligible for Medicare or similar national health insurance benefits. In any case, continued retiree health care coverage shall cease for the dependents of a retiree or deceased retiree if the spouse (at the time of his/her retirement) should remarry or becomes eligible for health care coverage under the plan of another employer.

Section 4. Management shall provide employees with a complete physical examination, including an auditory exam, based on the police exam schedule.

Section 5. Effective January 1, 1999, the City shall contribute .25% of the unit base payroll annually to the supplemental insurance fund. Effective January 1, 2000, the City shall contribute an additional.25% to this fund. Effective July 1, 2014, the City shall increase the contribution by .2% for a total contribution of .7%. Such fund shall be administered by the Medicare Supplement Trust Fund trustees in accordance with the provisions of an ordinance of the City of Grand Rapids.

Section 6. 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.

If the employee elects not to opt out of the City's insurance coverage and his/her spouse is working and has health care coverage, coordination of benefits shall be carried out making the spouse's health care coverage primary and the City's health care coverage secondary for any covered benefit.

- B. Participating employees who opt out will receive an opt-out taxable payroll contribution payment of \$69.23 per pay period.
- 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.

Section 7. Income Maintenance Plan

- A. The income maintenance plan provides employees with an income allowance equal to seventy-five percent (75%) of his/her regularly assigned wages for a period of one (1) full year in the event of an illness or disability which prevents the employee from being at his/her regular City employment.
- B. The income maintenance allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick and all but forty (40) hours of vacation benefits and compensatory time. Employees shall remain on Management's payroll and continue to have health insurance coverage as provided in Article 25, and contributions made by Management for credited service time for pension purposes under Article 26. For paid leave accrual and other benefit purposes, the employee shall be considered to be on a formal unpaid leave of absence during the period he/she is receiving income maintenance allowance.
- C. In the event the employee receives monies as a result of workers' compensation law payments or as a result of payments made pursuant to the provisions of the Michigan no fault automobile insurance law, the income allowance will be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned wages during the period of illness or disability.
- D. All decisions relative to degree of illness or disability of any employee and whether or not the employee should or should not be at work will be made by the Benefits Division and/or its designee, subject to appellate review by the City Manager. A decision made by the City Manager shall be final and not subject to further appeal. It is understood that income maintenance benefits are intended for extreme situations of a catastrophic nature.
- E. Any employee who returns to work after being absent on the income maintenance plan for more than (6) months shall be ineligible to request implementation of the plan for the next twelve (12) months following their return.

Section 8. The City shall have the right (during the life of this agreement, any extension period of this agreement, and/or the life of any subsequent successor agreement in which these provisions are continued in effect) to develop and offer a high deductible health care plan in conjunction with a City sponsored health care savings account (HSA) as an alternative health care plan to provide coverage to bargaining unit members on a voluntary basis. Upon request the City shall meet and confer with the Union during the development of that alternative plan and/or upon implementation of such plan on a voluntary basis to bargaining unit employees and/or their qualified dependents.

High Deductible Health Insurance Plan

This benefit is outlined in memorandum of understanding #13 in the back of the contract.

ARTICLE 27

PENSION

Section 1. The pension benefit levels shall be continued for the life of this Agreement. To the extent that they are not in conflict with or impact the benefit levels of this bargaining unit, the parties may meet and confer about any amendments to the pension plan subsequently adopted and approved by the City Commission.

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

A. Section 1.221 – Employer Contributions

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

- (6) The Board shall certify to the City Commission the amount of annual contribution needed to meet the financial objective and the City Commission shall appropriate and cause the contribution to be paid to the System.

B. Section 1.224 – Limitation of Use of Assets

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

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

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

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

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

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

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

Section 2.

Effective January 1, 2002, the pension multiplier increases from 2.5% to 2.7%. There will be a 90% cap for all new hires after May 7, 2002.

Effective July 1, 2005, 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 recommendation to reflect such changes. The cost of this benefit improvement shall be born by the employees by increasing the employee contribution by 3.08% (from 2.28% to 5.36%) to cover the cost of this improvement.

Section 3. Effective January 1, 2001, employees may retire at age 55 with 8 years of service.

Section 4. Pension for Existing Employees

- A. The pension multiplier for years of service on or after April 1, 2012, shall be 1.8.
- B. The employee contribution to the pension plan will remain at 5.36%.
- C. Employees will be given a one-time option to elect to have a multiplier of 2.0, 2.2, 2.5, or 2.7 for years of service on or after April 1, 2012, with the following additional employee contribution levels:
 - 1. 2.0 multiplier at an additional employee cost of 1.22% (6.58% total)
 - 2. 2.2 multiplier at an additional employee cost of 2.35% (7.71% total)
 - 3. 2.5 multiplier at an additional employee cost of 4.02% (9.38% total)
 - 4. 2.7 multiplier at an additional employee cost of 5.27% (10.63% total)

This election must be made not later than March 15, 2012, and will thereafter be irrevocable.

Section 5. Pension for New Employees

Employees hired on or after January 24, 2012, will be placed in a defined contribution plan with an employer contribution level of 7.00% and an employee contribution level of 6.00%. The vesting period will be five years for the employer contributions.

ARTICLE 28

UNIFORMS

In the event the City requires Emergency Communications Operator I, II, and III employees to wear a uniform of a style and quality determined by the City, the City will provide such uniform at the City's expense. The City agrees to negotiate the impact of such change with the Union, when and if it occurs.

ARTICLE 29

MILITARY SERVICE VETERANS

Section 1. The re-employment of military service veterans shall be in accordance with the applicable statutes in affect 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 30

WORKERS' COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation 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.

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

ARTICLE 31

BULLETIN BOARDS

Section 1. Management shall provide space for a bulletin board in a mutually acceptable locations within the Dispatch Center to be used by the Union for posting notices of interest to its members.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Union will be posted thereon. Management will call to the attention of the Union any posted material it considers objectionable and the Union will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE 32
NO DISCRIMINATION

Section 1. Management and the union 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.

Section 2. Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

ARTICLE 33
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 improvement are made elsewhere in this Agreement.

ARTICLE 34
AUTHORIZED
REPRESENTATIVES

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

ARTICLE 35
SUPPLEMENTAL AGREEMENTS

All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.

ARTICLE 36
VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE 37
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. Management shall meet safety responsibilities under the Michigan Occupational Safety and Health Act (MIOSHA) and that is to furnish to each employee a place of employment free from recognized hazards, to maintain certain records and reports and to supply safety equipment as it deems necessary to meet its requirements under applicable state or federal safety acts.

Section 3. It is the responsibility of every employee under this Agreement to follow all established department safety regulations. Further, it will be the responsibility of every employee to follow all new safety regulations which may be established through local, state or federal law.

Section 4. If equipment shall be regarded as defective by a bargaining unit member, he/she shall immediately inform his/her immediate supervisor of the fact and present him/her with a list of the defects. The City shall assess the condition of the equipment and if found unsafe, shall not require employees to utilize that equipment.

ARTICLE 38

CAR ALLOWANCE AND PARKING

Section 1. Employees properly authorized and directed by Management to use their personal vehicles in the performance of City business shall be paid in accordance with Administrative Policy #69-03, as it may be amended from time to time by the City Manager, for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees employed in the Police Headquarters who drive their personal vehicles to work in the City owned parking ramp at the corner of Ionia and Louis (known as the Monroe Center ramp) on a twenty-four (24) hour seven (7) day a week basis.

Section 3 If an employee elects not to have City paid parking access, they shall receive a parking incentive in the amount of 70% of the cost of the employee parking access card paid to Parking Services to encourage the use of public transit, carpooling, etc.

ARTICLE 39

ENTIRE AGREEMENT

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

ARTICLE 40

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2028, at which time it shall terminate unless extended by mutual agreement. The parties agree to begin negotiations on the amendment modification, extension and/or renewal of this Agreement with no less than sixty (60) days written notice prior to the current year's termination date.

Section 2. If either party desires to extend or modify this agreement, it shall give the other party written notice of such desire no less than one hundred and eighty (180) days prior to the expiration. At forty-five (45) days prior to expiration, the parties will jointly request mediation unless mutually agreed otherwise.

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

ARTICLE 41

ACCOUNTABILITY ACT

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. A financial manager appointed pursuant to that Act may reject, modify, or terminate one (1) or more terms of this agreement.

This article appears in the collective bargaining agreement as a statutory requirement and not as a result of collective bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _ day of _____, 2026.

CITY OF GRAND RAPIDS



David LaGrand, Mayor

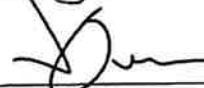


Joel Hondorp, City Clerk

POLICE OFFICERS LABOR COUNCIL
EMERGENCY COMMUNICATIONS
OPERATOR I, II, AND III

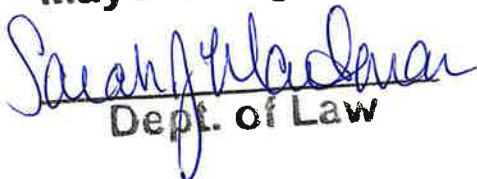


Kristin Boone



Jason Owen, POLC

AFFIX
Mayor's Signature



Dept. of Law

1.

**LETTER OF INTENT
SICK LEAVE BENEFITS**

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of sick leave benefits.

The City has proposed various restrictions on the future use of such benefits because it is felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appears that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of sick leave with the specific understanding; however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of sick leave benefits.

2.

**LETTER OF UNDERSTANDING
REPAYMENT OF OVERPAYMENT BY CITY**

During the 1982 negotiations, the Union expressed a concern that, on occasion, employees receive an overpayment of money from the City. When this occurs, it is necessary for the employee to make arrangements to repay the sum owed to the City. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. Such repayment shall be made in accordance with all applicable statutes.

3.

CALL BACK STIPULATION

- A. The call back provision shall be applicable only in the case where an employee has both punched out and actually left City premises without knowing of the need for the work involved.
- B. The call back provision shall be applicable in the case where an employee who is on the City's premises before his/her regular starting time without as yet having punched in for that shift, is assigned work by Management to be done before his/her regular starting time.
- C. Present call back pay computation practices with respect to the beginning of paid time shall be continued.

4.

STIPULATION ON FORTY (40) HOUR WEEK

In consideration of the above terms and conditions, the City will not reduce the work week below forty (40) hours in lieu of layoffs.

5.

MEMORANDUM OF UNDERSTANDING
VACATION SELECTION POLICY

The parties agree that employees holding the classification of Emergency Communications Operator I, II, and III shall select their vacation leave in accordance with the same selection procedures utilized by sworn police personnel including the following provisions:

- A. Vacation bid is done biannually by shift according to seniority preference. Employees shall not be allowed to select or secure vacation which exceeds their credited amount.
- B. Employees may select three (3) blocks of vacation hours up to forty (40) hours per block during initial vacation bid.
- C. After all employees on each shift have been allowed vacation selection in weekly increments, the procedure shall be repeated with employees being allowed, once again by seniority, to select vacation in daily increments.
- D. After vacation is selected by employees in weekly and daily increments, vacation selection shall then be allowed on a first-come, first-serve basis.
- E. An employee who secures vacation during the vacation selection period and elects to change shifts at the shift bid period shall be denied that vacation if another employee on that shift had previously secured the same vacation period.
- F. An employee who secures vacation during the vacation selection period and is transferred by Management to another shift or schedule or bumped by another employee to another shift or schedule shall have his/her previously secured vacation honored.

6.

MEMORANDUM OF UNDERSTANDING
SUBSTITUTION OF COMPENSATORY TIME FOR SCHEDULED VACATION

The parties agree that compensatory time off may not be used in lieu of scheduled vacation which has been approved under the provisions of Article 19 Vacation, Section 3.

7.

LETTER OF UNDERSTANDING
EMERGENCY COMMUNICATIONS
TRAINING

The parties have reached the following agreement concerning the establishment and implementation of a formal communications training program in the Grand Rapids Communications Center. The purpose of the program shall be to serve as an extension of the ECO training and selection process which combines "on the job training" with an objective performance assessment mechanism to ensure that employment standards are met. In addition, the overall program is designed to provide a comprehensive evaluation and monitoring of the trainee's skills, knowledge, and ability to adhere to the job requirements. This information will be utilized in determining whether to retain or terminate the trainee's employment. Specific terms of the agreement are as follows:

- 8.**

If in the future Management decides to adopt a City-wide policy for continuance of health insurance coverage for the covered dependents of employees who are called to active duty in the United States Armed Forces, Management agrees to meet with the Police Officers Labor Council/Emergency Communications Operator I and II unit to explore providing such benefit to members of its bargaining unit during the life of the current agreement.

9.

SUPPLEMENTAL AGREEMENT
ENTRANCE WAGE STEP FOR EXPERIENCED EMERGENCY COMMUNICATIONS
OPERATORS & SALARY PROGRESSIONI

When an experienced candidate is hired as an Emergency Communications Operator I, the City may, if the candidate has a minimum of three (3) years' experience as a full time Emergency Communications Operator with a police agency or center providing dispatch operations for a police agency, offer initial employment at the E step versus the H step. This shall be considered as an exception to the provisions of Section 4(A) in Article 18- Pay Changes which would otherwise require that all original employment compensation begin at the lowest step for an employee's position class.

Candidates hired at the E step shall be subject to a six (6) month probationary period upon original appointment. Progression to the F step shall occur upon successful completion of initial probation at six (6) months service, and from the F step of the Emergency Communications Operator I pay range to the D step upon promotion to Emergency Communications Operator II if such promotion should occur prior to the anniversary date established as an Emergency Communications Operator I in accordance with Section 3(A, 1) in Article 18 after completion of initial probation.

10.

SUPPLEMENTAL AGREEMENT
SELECTION & TRAINING – EMERGENCY COMMUNICATIONS OPERATOR II

During the negotiations for the collective bargaining Agreement covering the period of January 1, 2003, through December 31, 2006, the parties engaged in negotiations regarding a planned Emergency Dispatch Center with combined police and fire dispatch services. As a result of those negotiations, the parties successfully negotiated a job description for Emergency Communications Operator III (ECO III) and a salary range under the provisions of Article 16-New or Changed Jobs. The job description for ECO III was approved and adopted by the Civil Service Board on Tuesday, January 11, 2006. The Ordinance to establish the pay range for the newly adopted classification was approved by the City Commission on Tuesday, January 25, 2005. The parties have now negotiated over the impact issue of selection and training for the new classification of ECO III. The parties mutually agree and stipulate to the following terms and conditions of employment:

- A. Selection of candidates for the first training class for ECO III training shall be made by a committee from amongst volunteers within the classification of ECO II. Subsequent training classes shall be selected based upon seniority, in accordance with Section 1 of Article 11-Seniority, from volunteers within the classification of ECO II. All current ECO's who volunteer to become ECO III's shall be afforded an opportunity to train and become an ECO III.
- B. The committee for selection of candidates for the first training class shall consist of a designated representative of the Police Officers Labor Council – Emergency Communications Operator Unit, the Communications Manager, the Captain in charge of Support Services, a designated representative of the Emergency Communication Supervisor Unit – General Teamsters Union Local 406, and a designated representative of the Grand Rapids Fire Department. The committee may hold interviews, review qualifications and experience, and consider other relevant information prior to ranking the candidates.

- C. Candidates selected for training shall be promoted to the classification of ECO III upon successful completion of the Grand Rapids Fire Department Fire Dispatch training course administered by the Grand Rapids Fire Chief and the Communications Manager. Employees promoted to the classification of ECO III shall serve a probationary period of six (6) months after promotion. At any time during the probationary period the City Manager may remove an employee whose performance does not meet the required work standards. Each employee serving a promotional probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review the evaluation with the employee. The employee shall be entitled to the presence of his/her Steward during the review upon request of the employee. If a permanent employee is demoted to ECO II at any time during the promotional probationary period, he/she shall be given a copy of the written evaluation resulting in such demotion.
- D. All appointments to the classification of ECO I after February 1, 2005, shall be with the understanding that as a term and condition of employment such employee may be required to enter the training program to become an ECO III after he/she has met the minimum training and experience requirements contained in the job description for an ECO III. Seniority shall be considered, along with other relevant selection factors, in the assignment of employees hired after February 1, 2005, to the training program to become an ECO III.
- E. If a candidate does not successfully pass the training program to be promoted to an ECO III, the parties agree to meet and negotiate in good faith over that potential impact issue.

11. SUPPLEMENTAL AGREEMENT
12 HOUR SHIFT

The parties have been discussing a variety of strategies for future delivery of Police and Fire Dispatch service outcomes that would reduce the costs of the Dispatch Operations. As a result of these discussions, the parties have mutually agreed to a 12 hour shift subject to the following terms and conditions:

The parties agree to adopt a 12-hour work schedule which includes three 12-hour shifts plus one 4-hour shift for each normal work week. Normal work days for such employees shall be twelve (12) hours, except on Mondays when the normal work day shall be four (4) hours. Hours worked in excess of the normal day or normal work week shall constitute overtime. Staff will be divided into squads with each squad having alternating leave days over each two-week period. All employees will work their 4-hour shift on Mondays.

1. The parties agree that the schedule will be implemented on a twelve (12) month trial basis at which time the parties will meet to discuss whether to continue or discontinue the schedule. Either party may discontinue the schedule by providing thirty (30) calendar days' notice after the initial trial period. After the initial twelve (12) month trial period, nothing in this agreement will be construed to limit Management Rights in accordance with Article 4 and Article 13, Section 4 of the collective bargaining agreement.

2. Shift hours will begin at 6:00 AM for the day squad and 6:00 PM for night squad. Management may, in the future, add additional "power shifts" overlapping these two primary squads. All contract language referring to days shall be understood to equal 8-hours with the exception of Union Leave or Bereavement Leave days. Employees on assignments which are less than 12 hours (such as training or jury duty) will report to the dispatch center to complete their 12-hour work assignment. For any items not adequately addressed in this document, the parties agree to work for a cost neutral solution.
3. Each employee will work six (6) hour shifts on Mondays resulting in two hours of overtime. The two hours of Monday overtime may be given to another ECO. In addition, each employee will select two additional six (6) hour assignments during each two-week rotation. These selections will be made at the time of shift selection. Overtime assignments will be referred to as MOA's (Mandatory Overtime Assignments). Employees with medical restrictions which do not allow for mandatory overtime will be assigned to 8 hour per day/40 hour per week schedules as identified by management based on the needs of service. Management may reduce or eliminate MOA's as staffing increases which may lead to a rebid of MOA's. Sick calls on MOA days will be counted as a sick leave occurrence. Swaps of MOA's will be allowed following the same process used for shift swaps as outlined in Article 14, Section 5B of the collective bargaining agreement. MOA swaps must be within a thirty (30) day time period and must not cause any additional overtime.
4. After completion of the in-house training academy, trainees will be assigned to the CTO program. The City may schedule the trainee for 8, 10, or 12-hours per day. Management reserves the right to place trainees on a modified schedule to allow placement of the trainee with two or more CTO's. When the trainee has completed the first skill set (typically call-taker) and progresses through the training program, the trainee may be assigned to an individual CTO and follow the CTO's schedule.
5. Employees promoted to the position of ECO II serving a probationary period of six months, shall be assigned approximately three months on both the day and night squads.
6. For the period up to December 31, 2013; ECOs with 40-52 hours of vacation may use up to twelve hours of Earned Time Off for their weekly increment vacation selection.
7. Except as expressly provided above, all other terms and conditions as provided in the collective bargaining agreement between the parties shall remain in full force and effect.

12. SUPPLEMENTAL AGREEMENT
ECO CASUAL ATTIRE

The parties mutually agree to the following changes to the dress code as defined in the Manual of Procedures (MOP) for ECO's.

1. Currently the wearing of blue jean trousers or jackets is prohibited, except on casual Fridays, by MOP, Section 12-1.6, E, 3, b.
2. Now, the parties agree to remove the exception, permitting casual attire including blue jean trousers and jackets that are neat, clean, and pressed for any working shift.

3. If in the future the department determines that the casual weekend days of Saturday, Sundays, and Holidays must be eliminated, the bargaining unit shall revert to the prior casual Friday provisions of the MOP.
4. This Supplemental Agreement replaces any earlier agreement related to this issue.

13.

**MEMORANDUM OF UNDERSTANDING
HIGH DEDUCTIBLE HEALTH INSURANCE PLAN**

Under the Affordable Care Act (ACA) employers are required to provide affordable health care coverage for all employees. Given the cost of the 20% employee premium sharing for the City's current health care plan which is mandated by State law there could be occasions where the City's plan is deemed unaffordable for certain employees. The City and the Unions recognize and agree that it is in the best interest of the parties to comply with the ACA therefore, the parties agree to the following:

1. The City will create and offer (on a voluntary basis) a high deductible health care plan that is affordable for all employees which will also include a Health Savings Account (HSA) option available to employees.
2. This high deductible plan will be administered by Priority Health and offered to qualifying non-permanent employees (in accordance with the ACA) as soon as administratively possible upon the execution of this agreement.
3. While this high deductible plan is intended for use by qualified non-permanent employees, it will also be made available to all employees upon the next open enrollment period on a voluntary basis only.

14.

**SUPPLEMENTAL AGREEMENT
HEALTH & WELLNESS INCENTIVE PROGRAM**

The parties recognize that in order to have a comprehensive city-wide Health and Wellness Program it is necessary to establish a unified approach which all employees and their covered spouse can access and understand. The parties believe that a good program will provide behavior change tools and skills for leading healthy lifestyles and environmental wellness initiatives that build a healthy workplace culture.

The attached document represents a wellness initiative that is coordinated by the City. Since the goal of the Health & Wellness program is to encourage employees/spouses covered by the Health Plan to lead and maintain a healthy lifestyle and to access the wellness activities and programs offered by the City, the parties believe that offering a stipend payment for participation in this voluntary program will incent healthier lifestyles.

The five (5) year pilot program is to commence in October of 2016, and participation shall be on a voluntary basis limited to employees who have not opted out of the City's Health Care benefit. A joint labor/management committee comprised of a representative from each bargaining unit, HR Benefits staff, and other management staff shall meet on a periodic basis to monitor the performance and progress of the incentive program as well as make recommended adjustments to improve the program. The committee will also assist with marketing and communications ideas for the program.

APPENDIX A

All persons within their original Civil Service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activity.

Class No. 950 Emergency Communications Operator – Part Time

Class No. 951: Emergency Communications

Operator I Class No. 952: Emergency

Communications Operator II Class No. 954:

Emergency Communications Operator III**

**The Emergency Communications Operator III (ECO III) classification will be eliminated and their job duties will be incorporated into the ECO II classification. Employees in the ECO III classification prior to July 30, 2013, shall retain the ECO III classification. Subject to the needs of service, the City will begin training to qualify all ECO II's in Fire dispatch prior to their fifth anniversary.

Employees in the ECO III classification at the F step will have their wage rate reduced by 5%. An additional wage rate reduction will be effective six (6) months after the date of execution of this agreement. From this date on the ECO III wages will remain 5% above the ECO II wage rate.

APPENDIX B

COLLECTIVE BARGAINING AGREEMENT EXTENSION

Pursuant to Letter of Understanding No. 11 (Emergency Communications Transformation Team), the parties have been discussing a variety of strategies for future delivery of Police and Fire Dispatch service outcomes that would reduce the costs of the Dispatch Operators.

As a result of these discussions, the parties have mutually agreed to an extension of the current collective bargaining agreement, for a two year period, through June 30, 2016, subject to the following terms and conditions:

1. Emergency Communications Operator III (ECO III), classification will be eliminated, and their job duties will be incorporated into the ECO II classification effective on the date of execution of this agreement. However, employees currently in the ECO III classification shall retain this classification. Subject to the needs of the service, the City will begin training to qualify all ECO II's in the Fire Dispatch prior to their fifth anniversary.
2. The City will use ECO retirees in accordance with the General Retirement System guidelines in the following manner. In scheduling overtime the City may first offer voluntary overtime opportunities to qualified retirees in order to cover the scheduled and/or unscheduled absences. When such shifts cannot be covered by using qualified retirees management may offer such shifts to permanent or part time employees. This shall not be interpreted to prevent management from requiring mandatory overtime for permanent personnel if required due to the needs of service. Article 14, Section 6, A., shall be modified

by changing the 72 hours to 96 hours.

3. The parties further agree to the following reductions to total compensation.
 - a) Longevity payments will be eliminated following the December 2013, payment.
 - b) CTO compensation will be reduced to \$2.25 per hour effective on the date of execution of this agreement.
 - c) Shift differential pay will be reduced by 50% effective on the date of execution of this agreement.
 - d) Sick Leave accumulation will be reduced to nine (9) days (72 hours) per year effective on the date of execution of this agreement.
 - e) Employees currently in the ECO III classification will have their wage rate reduced by 5% effective on the date of execution of this agreement. An additional wage rate reduction will be effective six months after the date of execution of this agreement. From this date on the ECO III wages will remain 5% above the ECI II wage rate.
 - f) Holiday pay on days not worked will be eliminated. Employees working on a holiday, whether a normal work day or a scheduled day off, will receive holiday pay for their normal work day plus time and one-half for actual hours worked.
4. The parties also agree to establish a twelve hour shift schedule detailed in a separate Memorandum of Understanding.
5. For the one year period following ratification of this agreement by the City and the Union the City shall implement a mandatory overtime shift. Mandatory overtime shall be in blocks of time which could be twelve (12) hour shifts or lessor blocks of time. Employees who call in sick on their mandatory overtime shift shall be charged with an occurrence but will not be paid for such shift and will not have the hours removed from their sick leave accrual. Regular practices for sick time substantiation shall be followed.
6. The parties further agree that a part-time employee designation will be created. Part time employees may be used to cover approximately 100 hours per week. Part time employees working in the Communications Unit will be represented by the POLC-ECO and the parties agree to negotiate an Addendum similar to the Police Interns prior to their utilization.
7. The parties agree that any wage increases and health care changes that the City negotiates with the Grand Rapids Independent Union (GREIU), will be applied to the ECO Unit.
8. The City agrees not to outsource the Dispatching operators during the course of the current collective bargaining agreement.
9. The Letter of Understanding No. 11 (Emergency Communications Transformation Team), in the collective bargaining agreement will be deleted from the collective bargaining agreement on the date of execution of this Supplemental Agreement.
10. Except as expressly provided above, all other terms and conditions as provided in the collective bargaining agreement between parties shall remain in full force and effect.

During the 2019 contract negotiations it was agreed to leave this language in the CBA for historical purposes.

APPENDIX C

PART TIME EMPLOYEES

The following provisions shall apply only to the bargaining unit employees holding the classification of Part Time Emergency Communications Operator employed by the City of Grand Rapids.

1. Part Time ECO Classification – A new classification for Part Time Emergency Communications Operator (ECO) will be created and will be limited to cover approximately one hundred (100) hours of work per week.
2. The rate of pay shall be at the H step and will increase to the A step upon passing probation. Employees will not advance to any further steps beyond A while in this classification.
3. Terms of Employment - Employees shall comply with all department prerequisites for appointment and continued employment in the Emergency Dispatch Center. Failure to comply with such prerequisites shall be considered by all parties as just cause to terminate employment.
4. Probationary Period - All persons appointed to the position of Part Time ECO shall successfully complete an initial probationary period of twelve (12) months of continuous employment following the effective date of appointment. At any time during the probationary period, the City Manager may discharge a probationary employee. Any employee so discharged during the probationary period shall have no recourse to grievance or Civil Service Board appeal procedure.
5. Appeal Procedure - Any employee who has successfully completed the initial probationary period may appeal a disciplinary discharge, reduction in pay, suspension or any dispute with respect to the interpretation or application of the pertinent contract articles (listed below) of the collective bargaining agreement through the procedures defined in Article 8 or to the Civil Service Board. An election to follow a Civil Service Board appeal shall be in accordance with civil service rules and the decision of the board shall be binding on all parties. It is expressly agreed that such appeals shall be an election of remedies and a waiver on any right possessed by both the employee and the Union to contest such matter in any other forum.
6. Overtime Work - Work, authorized by Management, performed in excess of 40 hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.
7. Work Hours - An employee may be assigned to work any shift or hours subject to the needs of the service. Regular break periods apply.

8. Seniority – Layoff - Seniority shall mean the status attained by length of continuous service in the classification of Part Time ECO. In the event of a reduction in the work force, employees shall be laid off in inverse order of their seniority. The order of layoff will start with all employees in the Part-Time ECO classification prior to any ECO I's, ECO II's or ECO III's being laid off.
9. Holidays - An employee scheduled to work on any of the recognized, designated holidays (listed in Article 20, Section 2 of the labor agreement) shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday. An employee who is not scheduled to work a holiday shall not be paid for the holiday.
10. Paid Time Off – Part Time ECO's will be credited with paid time off (PTO) at the rate of 4.6154% for every hour worked. This PTO will be used each calendar year or the employee forfeits the time.
11. Health Care – Part Time ECO's will receive an annual stipend for health care insurance of \$3,000 maximum earned at a rate of \$2.90 per hour worked.
12. Qualified 457 – Part Time ECO's will be allowed to contribute to a 457 plan with no matching contribution from the City.
13. Parking- Parking will be provided in the same manner as the full time Emergency Communications Operator parking.
14. In addition to the above provisions, the following indicated articles of the basic labor agreement shall apply to employees holding the classification of Part Time ECO. Any article not specifically listed shall have no application to the employees in such classification.

List of Contract Articles

Article 1.	Recognition
Article 2.	Union Security
Article 3.	Management Security
Article 4.	Management Rights
Article 5.	Union Bargaining Committee
Article 6.	Special Meeting
Article 7.	Union Representation
Article 9.	Payment of Back Pay Claims
Article 10.	Discharge & Discipline
Article 15.	Rest Periods
Article 17.	Wages
Article 19.	Retention Pay
Article 31.	No Discrimination
Article 32.	Maintenance of Standards
Article 33.	Authorized Representative
Article 34.	Supplemental Agreements
Article 35.	Validity
Article 36.	Safety
Article 38.	Entire Agreement
Article 39.	Termination and Modification
Article 40.	Accountability Act
Appendix D.	Language Incentive Program

APPENDIX D

LANGUAGE INCENTIVE PROGRAM

In order to recognize those employees that the City calls upon to utilize their specific language skills, an additional compensation will apply.

- A. The City will select and identify specific languages it believes are important to communicating with the diverse and changing population. These languages will change at the discretion of the City; however, no compensation will be reduced during a one-year incentive period as a result of such change.
- B. The City will identify a basic proficiency level, which will be defined by the City in cooperation with the language trainers/specialists selected by the City.
- C. Employees will be tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City. The employee will pay the cost of this testing and the city will reimburse the employee if the employee meets the basic proficiency level and qualifies for language incentive pay under this program.
- D. Employees achieving the basic proficiency level will be paid \$40 per pay period in the following one-year incentive period of January 1 through December 31.
- E. Employees receiving incentive pay will be expected to maintain their language skill and to apply it during their daily work as appropriate and upon request of the City.

The City may provide language skill training as it deems appropriate in its sole discretion. Other preparation study for the annual exam and self-study for skill maintenance will not be compensated.

**EMERGENCY COMMUNICATIONS OPERATOR I, II & III
EFFECTIVE JULY 1, 2025 SALARY INCREASE 4%**

CLASS	RANGE	H	A	B	C	D	E	F	G	GH
950	01K	\$24.6536 \$51,280	\$26.1331 \$54,357							
951	01K	\$24.6536 \$51,280	\$26.1331 \$54,357	\$27.0900 \$56,347	\$28.0825 \$58,412	\$29.2016 \$60,739	\$30.2484 \$62,917	\$31.4215 \$65,357		
952	02K	\$26.6105 \$55,350	\$27.9418 \$58,119	\$29.3384 \$61,024	\$30.8059 \$64,076	\$32.3459 \$67,279	\$33.9629 \$70,643	\$35.6617 \$74,176	\$36.5532 \$76,031	\$37.4671 \$77,932
954	03K	\$30.8062 \$64,077	\$32.3459 \$67,279	\$33.9629 \$70,643	\$35.6617 \$74,176	\$37.4447 \$77,885	\$39.3167 \$81,779	\$37.4445 \$77,885		

**EMERGENCY COMMUNICATIONS OPERATOR I, II & III
EFFECTIVE JULY 1, 2026 SALARY INCREASE 3%**

CLASS	RANGE	H	A	B	C	D	E	F	G	GH
950	01K	\$25.3932 \$52,818	\$26.9171 \$55,988							
951	01K	\$25.3932 \$52,818	\$26.9171 \$55,988	\$27.9027 \$58,038	\$28.9250 \$60,164	\$30.0776 \$62,562	\$31.1559 \$64,804	\$32.3641 \$67,317		
952	02K	\$27.4088 \$57,010	\$28.7801 \$59,863	\$30.2186 \$62,855	\$31.7301 \$65,999	\$33.3163 \$69,298	\$34.9818 \$72,762	\$36.7316 \$76,402	\$37.6498 \$78,312	\$38.5911 \$80,270
954	03K	\$31.7304 \$65,999	\$33.3163 \$69,298	\$34.9818 \$72,762	\$36.7316 \$76,402	\$38.5680 \$80,222	\$40.4962 \$84,232	\$38.5678 \$80,221		

**EMERGENCY COMMUNICATIONS OPERATOR I, II & III
EFFECTIVE JULY 1, 2027 SALARY INCREASE 2%**

CLASS	RANGE	H	A	B	C	D	E	F	G	GH
950	01K	\$25.9011 \$53,874	\$27.4554 \$57,107							
951	01K	\$25.9011 \$53,874	\$27.4554 \$57,107	\$28.4608 \$59,198	\$29.5035 \$61,367	\$30.6792 \$63,813	\$31.7790 \$66,100	\$33.0114 \$68,664		
952	02K	\$27.9570 \$58,151	\$29.3557 \$61,060	\$30.8230 \$64,112	\$32.3647 \$67,319	\$33.9826 \$70,684	\$35.6814 \$74,217	\$37.4662 \$77,930	\$38.4028 \$79,878	\$39.3629 \$81,875
954	03K	\$32.3650 \$67,319	\$33.9826 \$70,684	\$35.6814 \$74,217	\$37.4662 \$77,930	\$39.3394 \$81,826	\$41.3061 \$85,917	\$39.3392 \$81,825		