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arb 5/12/2011

STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ACT 312, PUBLIC ACTS OF 1969 AS AMENDED

*In the Matter of:*

CITY OF LINCOLN PARK

-and-

MERC Case No. D07 A-0033

POLICE OFFICERS LABOR COUNCIL  
(Command Officers Unit)

**ARBITRATION PANEL OPINION AND FINAL AWARD**  
**(Last Hearing 2/09/11; Last Offers 5/05/11; Final Award 5/12/11)**

**George T. Roumell, Jr., Chairman**  
**Steve Duchane, City Delegate**  
**Robert Figurski, Union Delegate**

APPEARANCES:

FOR THE POLICE OFFICERS LABOR  
COUNCIL (Command Officers Unit):

Thomas R. Zulch, Attorney  
Nancy Ciccone, POLC Research Analyst  
Sgt. Brian Miller, President, Command  
Officers Association  
Sgt. James S. Howell  
Sgt. Moe Nasser

FOR THE CITY OF LINCOLN PARK:

Howard L. Shifman, Attorney  
Jennifer Richardson, HR Coordinator

Lincoln Park City

Following a hearing in this matter on December 21, 2010, the Chairman issued an Interim Award on December 23, 2010.

In the Opinion leading to the Interim Award, the Chairman noted that both the Collective Bargaining Agreement between the City of Lincoln Park and the Lincoln Park Command

Officers Association, as well as between the City of Lincoln Park and Lincoln Park Police Officers Association, expired on June 30, 2007; that this proceeding was addressing a successor contract to the expiring June 30, 2007 contract; that the Police Officers Association had proceeded to an Act 312 hearing wherein the Act 312 Panel, under the Chairmanship of Donald Burkholder, issued an arbitration opinion and award adopting certain last best offers reflecting an award that covered the Police Officers' contract period from July 1, 2007 through June 30, 2011.

As noted in this Chairman's Interim Award, Command Officers in the City thereafter negotiated a Tentative Agreement which was not ratified, though the Tentative Agreement in effect reflected the award issued by the Burkholder Panel for the Lincoln Park Police Officers Association.

After reviewing the Tentative Agreement and the Burkholder Award, this Chairman advised the parties that, as the Tentative Agreement reflected the Police Officers' Act 312 award, the Tentative Agreement should be the Award of this Panel because there is no basis to treat the Command Officers any different on the issues involved.

As a result, the Interim Award provided that the July 1, 2007 through June 30, 2011 contract between the City of Lincoln Park and the Police Officers Labor Council Command Officers Unit should reflect the Tentative Agreement and include the following:

**CITY OF LINCOLN PARK**  
-and-  
**POLICE OFFICERS LABOR COUNCIL –**  
**COMMAND OFFICERS**

**TENTATIVE AGREEMENT**

*The parties have reached the following Tentative Agreement:*

1. Duration-  
July 1, 2007 - June 30, 2011

2. Wages-
  - A four (4) year wage freeze.
  
3. Article 12 - Compensated Fringe Benefits -
  - A. Section 1 - Holidays -
    - (a) Replace with the following new holiday schedule and amend the remainder of the Article where applicable:
      - New Year's Day
      - Memorial Day
      - President's Day
      - Fourth of July
      - Labor Day
      - Martin Luther King's Birthday
      - Veteran's Day
      - Christmas Day
      - Thanksgiving Day
      - Last Working Day Before Christmas
      - Last Working Day Before New Year's
      - Easter Sunday

This will eliminate Good Friday and Election Day effective July 1, 2010.
  - B. Sections A and B will be modified accordingly to reflect two less holidays.

4. Article 14 - Pension

Add the following new provision:

Defined Benefit Pension Participation:

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS). Prior to such transfer, notification will be provided to the Union and the parties will sit down to discuss the transfer. No member will suffer a loss of benefits as a result of the transfer to MERS. The parties acknowledge there may be minor differences in the benefits since certain provisions may not be offered or administered by MERS.

5. Article 10 - Sick Time

Effective July 1,2010, or soon thereafter as may be

implemented:

Section 1 - Sick Leave:

Unlimited sick time will be eliminated.

Change to read: Amend Article 8, Section 1 to provide as follows:

Effective upon ratification, the following provisions will apply to sick leave and unlimited sick leave will be eliminated:

- A. *Effective upon ratification, each employee regardless of seniority shall receive sixty (60) days of sick time in a sick bank. Thereafter each employee shall earn one sick day per month. Sick time runs by fiscal year.*
- B. *In August of each fiscal year thereafter, employees will be paid for 50% of all sick time in excess of sixty (60) days.*
- C. *The employer shall provide, and pay for, a long term disability policy for employees which will provide 365 days of disability after a sixty (60) calendar day elimination period has been met.*
- D. *Upon retirement the employer shall pay for 50% of all sick time in the employee's sick bank not to be applied to FAC.*

All reference to unlimited sick leave will be eliminated.

**Section 2** - Whenever a member shall call in sick more frequently than five (5) days in a fiscal year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the fiscal year, as a condition precedent to being paid for such leave.

6. Permissive Topics of Bargaining

All permissive topics of bargaining will be deleted.

Delete the following:

- A. Article XXIV - Layoffs, Section 1 - last sentence

"Provided the city shall not reduce staffing levels below those guaranteed under Article XXIX\_ Staffing."

- B. Article XXIX - Staffing
- C. Article XXV - Delete reference to Article XXIX Staffing

Decision as to whether to fill is up to the City.

- D. The attached Organizational Chart
  - E. ERI as obsolete
  - F. Delete any attachments or other provisions which reference minimum or guaranteed staffing or manpower or rank.
7. Article XIII - Fringe Benefits

- A. All employees shall receive Blue Cross Blue Shield Community Blue PPO, Option 3 health insurance, but with a chiropractic visit co-pay of \$30 and an emergency room co-pay of \$150.00. This provision covers employee, spouse and children.

All other plans shall be removed or eliminated as an option.

Effective with the change to Option 3, the City shall offer a Flexible Benefit Plan as provided by IRS guidelines for employees.

The drug rider under the Option 3 plan shall be \$10 generic and \$40 non-generic with MOPD2x.

- B. NEW PROVISION

Effective July 1,2010, the City shall have the right to utilize self insurance, wrap around plans and/or changing carriers if similar benefits are provided for both active employees and retirees.

The City agrees to notify and advise the Union prior to the implementation of such change under this provision. The Union may request a meeting on any such changes.

- C. Effective upon ratification, the City reserves the right to put in place the following healthcare program in lieu of

Community Blue Plan 3M for active employees.

Health Insurance -

- I. A Health Benefit plan equal to the benefit provided by Blue Cross/Blue Shield of Michigan Flexible Blue Plan 2 with Flexible Blue Prescription drugs with Health Savings Account (HSA) shall be provided to each employee. The plan will provide Flexible Blue Prescription Drug card with a \$10/\$40 closed formulary after deductible.
  - II. Should the City decide to implement the plan, during plan year beginning 1/1/2011 and ending 12/31/2011 employees may contribute by payroll deduction an amount not to exceed the federal maximum amount. The City will contribute to the Health Savings Account, \$625 single/\$1250 two person/family each year with the Employee being responsible for the balance in each year.
  - III. The continuation of this plan will be at the City's sole discretion. Should the cost of this program exceed the cost of Community Blue 3M or other base plan, the City reserves the right to revert back to Community Blue 3M at any time during the next open enrollment period.
- E. The prescription drug rider provided for under all plans under the contract will include a mail order option which is MOPD 2 if available from the Carrier. It will also include a Mandatory mail-in for maintenance drugs if available from the carrier. This shall be effective July 1, 2010, or as soon thereafter as it can be implemented by the City.
- F. Health Coverage: Should prescription and drug benefits provided to current employees as defined in this Contract change in future contracts, then prescription and drug benefits provided for retirees retiring on or after June 30, 2010 shall also be changed to the same prescription and drug benefits provided to current employees. In the event the employer no longer provides prescription coverage to active members of the bargaining unit, retirees shall remain at their current

level of benefit in effect at the time of cancellation.

- G. For eligible members of the bargaining unit who retire after issuance of this Award, Community Blue 3M will be the base plan at retirement consistent with the drug card provisions noted previously if available from the Carrier. The retiree, spouse and dependents of record at time of retirement only shall be covered by this provision.
- H. Employees and retirees who choose not to elect health care insurance shall be paid \$200.00 per month in lieu of health insurance. Employees/Retirees receiving this cash payment shall have the option to enroll in the health plan during the open enrollment period held each year.

8. New Promotion Provisions-

Newly promoted members of the Patrol Bargaining Unit who are promoted into the bargaining unit who are not provided longevity or retiree healthcare will not receive it when they are promoted into the Command bargaining unit. Any employee promoted from the Patrol Bargaining Unit after July 1, 2010, will receive their pension benefits that they had in Patrol if less than provided in this Agreement.

9. Article IX - 1<sup>st</sup> two paragraphs eliminated.

10. Book Time -

All present Book Time will be frozen and will not be replenished as used.

For those members who do not have 80 hours in their banks or when an individual who presently has 80 hours or more falls below 80 hours, the parties agree that a member may utilize either furlough time or overtime to place in a bank to not exceed 80 hours at anyone time. At the end of each fiscal year, any amounts left in this bank will be paid to the Employee and the Employee's bank will zeroed out effective June 30<sup>th</sup> of each fiscal year.

After quoting from the Tentative Agreement, this Chairman on behalf of the Panel directed the parties to draft a contract reflecting the Tentative Agreement as set forth in the

Interim Award, providing, however, that any disputes concerning the language of the Agreement could be returned to the Panel for resolution.

The parties also agreed to waive having a transcription of the record because the facts were obvious. In addition, the City and Union Panel Delegates waived their signatures to the Interim Award acknowledging that the Interim Award and conditions set forth therein reflected a majority vote of the Panel and the Chairman's signature is an acknowledgment that this Interim Award had been authorized by a majority of the Panel. The Interim Award provided:

#### **INTERIM AWARD**

1. The Tentative Agreement as outlined in the Opinion shall be the Interim Award of a majority of the Panel and is set forth herein by reference to the Tentative Agreement as stated in the Opinion as if set forth in full in this Interim Award, including Appendix A.
2. The parties are to meet and circulate drafts of proposed contract language and a contract incorporating this Interim Award
3. The parties are to meet with the Panel on Tuesday, January 18, 2011 at 11:30 a.m. at the Lincoln Park City Hall for the purposes of reviewing with the Panel the contract language and the Panel resolving any disputes over contract language.
4. After the Panel has reviewed the contract language and resolved any disputes, the Panel shall issue a Final Award confirming this Interim Award.

Following the issuance of the Interim Award, the parties did meet, including meeting with the Panel on February 9, 2011 for the purposes of reviewing contract language and discussing same with the Panel. The parties continued to meet. There was some dispute between the parties as to contract language dealing with employees who are injured on the job and their compensation prior to receiving worker's compensation. The Chairman was advised of this dispute, encouraging the parties to resolve the dispute which the parties eventually did.

By email dated May 5, 2011, the Chairman received a complete draft of the proposed July



1, 2007 - June 30, 2011 Collective Bargaining Agreement between the City of Lincoln Park and the Lincoln Park Police Command Officers Association.


The Chairman has reviewed this contract in detail to compare it with the Interim Award and Tentative Agreement. For example, as a check, in Article VII, Section 1, the contract does reflect a four year wage freeze. In Article XII, Section 1, "Holidays," the contract reflects the change in holidays. Article XIV, "Pension," reflects changes in the pension provisions. These are examples of the changes that the Chairman has reviewed and compared same with the Tentative Agreement. The Chairman has reviewed all of the Tentative Agreements and compared them with the draft of the contract. The Chairman is satisfied that the draft of the contract represents the Interim Award as well as the spirit of the Interim Award.

For this reason, a Final Award will be issued adopting the draft of the Collective Bargaining Agreement between the City of Lincoln Park and the Lincoln Park Police Command Officers Association which is attached hereto as Attachment A. Again, the City and Union Panel Delegates have waived their signature to this Final Award, acknowledging that the Final Award adopting the contract that was drafted pursuant to the Interim Award between the parties reflects a majority vote of the Panel and the Chairman's signature is an acknowledgment that this Final Award has been authorized by a majority vote of the Panel.

### **FINAL AWARD**

The entire terms and conditions of the Collective Bargaining Agreement between the City of Lincoln Park and the Lincoln Park Police Command Officers Association for the period commencing July 1, 2007 through June 30, 2011 shall be as set forth in Attachment A, attached

hereto and made a part of this Final Award as set forth in full herein.

  
\_\_\_\_\_  
GEORGE T. ROUMELL, JR.  
Chairman

May 12, 2011

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF LINCOLN PARK**

**AND**

**LINCOLN PARK POLICE COMMAND OFFICERS  
ASSOCIATION**

**July 1, 2007 – June 30, 2011**

<u>INDEX</u>		
ARTICLE		PAGE NO
I	AGREEMENT	6
II	PURPOSE AND INTENT	6
III	RECOGNITION OF ASSOCIATION	6
IV	RESPONSIBILITY OF THE CITY	6 - 7
V	ASSOCIATION SECURITY - AGENCY SHOP	7 - 8
VI	DEFINITIONS	8 - 9
VII	WAGES	9 - 10
	SECTION 1 - WAGES	9 10
	SECTION 2 - MAINTENANCE OF DIFFENTIAL	10
	SECTION 3 - OUT OF CLASS PAY	10
	SECTION 4 - DETECTIVE ALLOWANCE	10
VIII	HOURS OF WORK, OVERTIME	
	CALL BACK - STAND BY	11 - 14
	SECTION 1 - HOURS OF WORK	11
	SECTION 2 - OVERTIME	12
	SECTION 3 - OVERTIME RECORDING	13
	SECTION 4 - CALL BACK	13
	SECTION 5 - STAND BY	14
IX	MEDICAL EXAMINATIONS	14 - 15
X	SICK LEAVE USAGE POLICY	15 - 17
	SICK BONUS	16
	LIGHT DUTY	17
XI	COURT DUTY	17 - 18
XII	COMPENSATED FRINGE BENEFITS	18 - 20
	SECTION 1 - HOLIDAYS	18 - 19
	SECTION 2 - CLOTHING AND CLEANING	19
	SECTION 3 - GUN ALLOWANCE	19

ARTICLE	INDEX	PAGE NO.
	SECTION 4 - LONGEVITY	19 - 20
	SECTION 5 - BREATHALYZER	20
XIII	FRINGE BENEFITS	20 - 23
	SECTION 1 - MEDICAL INSURANCE	20 -22
	SECTION 2 - DENTAL INSURANCE	22
	SECTION 3 - VISION INSURANCE	22
	SECTION 4 - LIFE INSURANCE	22
	SECTION 5 - POLICE PROF. LIABILITY	22
	SECTION 6 - PARKING EXPENSES	22
	SECTION 7 - MILEAGE REIMBURSEMENT	23
	SECTION 8 - SHIFT DIFFERENTIAL	23
	SECTION 9 - SHIFT PREMIUM	23
XIV	PENSION	23 - 24
XV	LEAVE TIME	24 - 27
	SECTION 1 - FURLOUGHS	24
	SECTION 2 - FURLOUGH SCHEDULES	24
	SECTION 3 - EXTENDED FURLOUGH	24
	SECTION 4 - ABSENCE FROM THE CITY	25
	SECTION 5 - SELECTION OF FURLOUGHS	25
	SECTION 6 - TRADING FURLOUGHS	25
	SECTION 7 - CANCELLATION	25
	SECTION 8 - EXTRA DAYS WITH FURLOUGH	25
	SECTION 9 - EXTRA LEAVE DAYS	25
	SECTION 10 - BEREAVEMENT	25 - 26
	SECTION 11 - PERSONAL LEAVE	26
	SECTION 12 - MILITARY LEAVE	26 - 27
	SECTION 13 - MATERNITY LEAVE	27
	SECTION 14 - FAMILY MEDICAL LEAVE ACT	27
	SECTION 15 - CALCULATION OF SERVICE	27
XVI	TERMINATION BENEFITS	27 - 28
	SECTION 1 - LAYOFFS	27
	SECTION 2 - TERMINATION ALLOWANCES	27
	SECTION 3 - BENEFITS AT DEATH	28

INDEX

ARTICLE		PAGE NO.
	SECTION 4 - PAYMENT OF FURLOUGH TIME	28
XXVII	OUTSIDE EMPLOYMENT	28
XXVIII	DISCIPLINE AND DISCHARGE	28 - 29
XIX	DISCIPLINE PROCEDURE	29 - 30
XX	GRIEVANCE AND ARBITRATION	30 - 31
XXI	ASSOCIATION ACTIVITIES	31
XXII	SPECIAL CONFERENCE	31
XXIII	SPECIAL ASSIGNMENTS	32
XXIV	LAYOFFS	32-33
XXV	PROMOTIONS	33 - 36
	SECTION 1	33
	SECTION 2 - ELIGIBILITY LIST	33
	SECTION 3 - BASIS OF PROMOTION	34
	SECTION 4 - PROMOTIONAL POINTS	34
	SECTION 5 - PROMOTIONAL WRITTEN EXAMINATION GIVEN WHILE ON DUTY	35
	SECTION 6 - ELIGIBILITY PROMOTION	36
	SECTION 7 - ASSOCIATION OFFICIAL PRESENT	36
	SECTION 8 - PROBATIONARY PERIOD	36
	SECTION 9 - REVERT BACK	36
	SECTION 10 - LATERAL TRANSFERS	36
	SECTION 11 - APPOINTMENTS	36
XXVI	EDUCATION	36 - 37
XXVII	VEHICLE CONDITION	37
XXVIII	VEHICLE ACCIDENT REVIEW BOARD	37

ARTICLE	<u>INDEX</u>	PAGE NO.
XXIX	DEPARTMENT FILES	37 - 38
XXX	SAFETY, HEALTH AND UNIFORM COMMITTEE AND HAIR CUT RULE	38
XXXI	POLICE RESERVE OFFICERS	38
XXXII	ANIMAL COMPLAINTS	39
XXXIII	MAINTENANCE OF CONDITIONS	39
XXXIV	SEPARATION OF BENEFITS CLAUSE	39
XXXV	RESIDENCY	39
XXXVI	RULES AND REGULATIONS	39
XXXVII	PERMANENT SHIFTS	40
XXXVIII	PUBLICATION OF AGREEMENT	40
XXXIX	DURATION	40
	SIGNATURE PAGE	41

**ARTICLE I - AGREEMENT**

This Agreement is made and entered into by and between the City of Lincoln Park, a municipal corporation, hereinafter referred to as the CITY, and the Lincoln Park Police Command Officers Association, hereinafter referred to as the ASSOCIATION.

This Agreement and such supplementary agreements as may be agreed upon hereunder from time to time, together constitute a Collective Bargaining Agreement between the City and the Association, in accordance with the provisions with the Public Employment Relations Act, as amended by Public Action of 1969 (Michigan Compiled Law, Section 423.231).

## **ARTICLE II - PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City of Lincoln Park and the Police Command Officers of the Lincoln Park Police Department.

To these ends, the City and Command Officers encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all members of the Lincoln Park Police Command Officers Association.

## **ARTICLE III - RECOGNITION**

The City hereby recognizes the Lincoln Park Police Command Officers Association as the sole and exclusive bargaining representative for all Sergeants and Lieutenants of the Lincoln Park Police Department for the purposes of collective bargaining, in respect to rates of pay, hours of employment and other terms and conditions of employment, both economic and non-economic for all members, as defined in the Public Employment Relations Act, (Act 379 of Public Act of 1965).

## **ARTICLE IV - RESPONSIBILITY OF THE CITY**

(a) The City, through the commission of Public Safety, has the sole right to manage the Police Department, including the right to maintain order and efficiency; and, this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

(b) The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed and the number and type of personnel to be employed and the assignment of their duties, subject to the provisions of this Agreement.

(c) The Association recognizes the right of the City to make such reasonable Departmental Orders, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order and safety and/or effective operation of the City's Police Department and to require compliance therewith by the members.



(d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained by each member in a looseleaf binder supplied for that purpose by the Commission.

#### **ARTICLE V - ASSOCIATION SECURITY - AGENCY SHOP**

(a) The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any member because of Association membership or because of any member's activity in any official capacity on behalf of the Association.

(b) The City agrees to deduct from the wages of any Officer who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that said form shall be executed by the member. The written authorization for Association dues deduction shall remain in full force and effect during the period and for the duration of this Agreement. This authorization shall be irrevocable.

(c) Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Association unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during each 30 day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

(d) The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless the non-member desires to become a member. If he wishes to become a member, he may re-execute a new deduction form indicating that fact.

(e) All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorizes the City to rely upon and to honor certification by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Association, via first class mail or hand delivery.

(f) The City shall collect dues and representation fees assessed by the Association as agent of the Association. The City shall have no right or interest whatsoever in the funds at any time after they have been deducted from paychecks. Remittance to the Association shall be made within a reasonable time in accordance with past practice.

(g) The City shall refund to members dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from the next remittance to the Association.

## ARTICLE VI - DEFINITIONS

- 1) **Charter** - means the Charter, City of Lincoln Park.
- 2) **Chief** - means Chief of Police
- 3) **City** - means City of Lincoln Park
- 4) **Collective Bargaining Agent** - means Lincoln Park Police Command Officers Association.
- 5) **Command Officer** - any rank above Detective
- 6) **Commanding Officer** - means the highest ranking senior officer of the Department on duty, as defined in number 23
- 7) **Association** - means the Lincoln Park Police Command Officers Association
- 8) **Council** - means Council of the City of Lincoln Park
- 9) **Department** - means the Lincoln Park Police Department
- 10) **LPPCOA** - Lincoln Park Police Command Officers Association
- 11) **Member** - means all Sergeants and Lieutenants who are included in the bargaining unit represented by the LPPCOA
- 12) **Representative** - means any elected Association official of the Lincoln Park Police Command Officers Association
- 13) **Service - or Length of Service** - shall include service with the Police Department of the City of Lincoln Park
- 14) **Seniority** - shall be determined by computing the time that such member has actually served as an active member of the Department, except that those who served in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service.

15) **Base Rate** - is to be used for computing hours of pay for payment other than normal annual salary, such as overtime

16) **Commission** - means Commission of Public Safety, City of Lincoln Park

17) **Department Order** - means written orders issued by the Chief, or his designee, governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules and Regulations of the Department as set forth by the Lincoln Park Public Safety Commission

18) **FMCS** - means Federal Mediation Conciliation Service

19) **Grievance** - means a grievance presented by the Lincoln Park Police Command Officers Association

20) **Grievance Committee** - means the Executive Board of the Lincoln Park Police Command Officers Association for all purposes set forth herein

21) **Parties** - representatives of the Lincoln Park Police Command Officers Association and equal representatives of the City of Lincoln Park

22) The term **MEMBER** or **OFFICER** when used hereinafter shall include all male and female members represented by the Association in the bargaining unit as above defined. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.

23) **Seniority by Rank** - shall mean commencing from the date that the member is appointed to said rank. Where two or more members are promoted on the same date, the member highest on the eligibility list shall have the higher seniority by rank

24) **Officer** - means all Lieutenants and Sergeants

25) **Attrition** - the loss of personnel due to promotions out of the bargaining unit, due to retirements, deaths, layoff or resignation.

26) **POLC** - Police Officers Labor Council

## ARTICLE VII - WAGES

### Section 1 - Wages

The Parties agree during the term of this agreement there is no wage increase beyond those wages in effect as of June 30, 2007 and defined herein, provided however the Maintenance of Differential in Section 2 shall be upheld and continue in full force and effect, i.e., Should the patrol officers receive a 1% wage increase the wages reflected below would be amended to reflect a 1% pay increase.

The annual wage schedule effective as of June 30, 2007 is as follows:

Lieutenant	\$69,245.57
Sergeant	\$63,918.98
Probationary Sergeant	\$58,592.40

Effective July 1, 2007 – 0% increase

Effective July 1, 2008 – 0% increase

Effective July 1, 2009 – 0% increase

Effective July 1, 2010 – 0% increase

## **Section 2 - Maintenance of Differential**

It is agreed by the parties that in no event shall the percentage differential between the salary of Probationary Sergeants and the maximum salary of Senior Lead Officers be less than 10%; and that the percentage differential between the salary of Police Sergeants and the maximum salary of Senior Lead Officers be less than 20%; and that the percentage differential between the salary of Police Lieutenant and the maximum salary of Senior Lead Officer shall not be less than 30%. If any agreements are made between the City of Lincoln Park and the Lincoln Park Police Officers Association to eliminate the rank of Senior Lead Officer, then, and in that event, this provision shall be altered to reflect the percentage differential between the ranks of Police Sergeant and Police Officer and Police Lieutenant and Police Officer preserving the differentials which existed between those ranks on June 30, 1983. It is further agreed the 2004 roll in of cost of living allowance, shall not be considered as part of salaries for this purpose.

## **Section 3 - Out of Class Pay**

The City will pay out of class pay after a member is officially assigned to perform the duties of a higher rank. For purposes of this section, if any Sergeant is assigned to perform the duties of any Lieutenants, he shall be compensated at the base rate of pay of Lieutenant's position. If a Lieutenant is assigned to perform the duties of any higher rank, he shall also be compensated at the higher rate of pay for that higher rank. Provided, however, that such "out of class pay" shall not commence until such assignment has exceeded thirty (30) calendar days.

## **Section 4 - Detectives Expense Allowance**

Detectives shall receive an annual expense allowance of three hundred dollars (\$300.00) to be paid by October 31<sup>st</sup> of each year. Said allowance to cover out of pocket expenses incurred in the performance of their court duty which shall include, but not necessarily be limited to, parking and lunch allowance. To be paid on a separate check. The plain clothes SCAT member shall be included to receive the detective allowance. This allowance shall be prorated by 1/12 for each month worked or to be worked for the current fiscal year.

**ARTICLE VIII - HOURS OF WORK, OVERTIME, CALL BACK, STAND BY**

**Section 1 - Hours of Work**

(a) A daily tour of duty shall consist of a period of eight (8) consecutive hours.

(1) Day Shift - Uniform Patrol 7:00 AM to 3:00 PM  
Traffic Safety 7:30 AM to 3:30 PM

(2) Afternoons - Uniform Patrol 3:00 PM to 11:00 PM  
Traffic Safety 3:30 PM to 11:30 PM

(3) Midnights - Uniform Patrol 11:00 PM to 7:00 AM

(4) Special Operations Section - Any consecutive 8 hours between the hours of 6:00 PM to 4:00 AM

(5) Detective Shift - Any consecutive 8 hours between the 8:00 AM to 9:00 PM

With permission from the Chief, flexible hours may be determined by the Detective Bureau Lieutenant or his designee for the Special Operations Section and Detective Shift.

Above consecutive 8 hours shall be subject to Article VIII, Section (h).

(b) A work week for each member shall consist of seven (7) consecutive calendar days starting with the first shift on Sunday and ending with the last shift which begins on Saturday.

(c) In the daily tour of duty a member shall be allowed forty five (45) minutes for lunch.

(d) The work schedule shall be done on a twenty eight (28) day cycle. Each member shall be entitled to two (2) consecutive days off. The two (2) consecutive days may be the last day of the preceding work week, and the first day of the next. Members shall also have the option of rotating days off with long weekends consisting of three (3) consecutive days off every 5th and 6th week.

Through mutual consent of the Administration and the Association, members of Special Operations Section, Traffic Safety and Detective Bureau will have two (2) consecutive days off with the exception of every other shift change, where on the first shift change he will have one (1) day off, but on the next shift change he will have three (3) days off in one week to compensate for the day lost.

(e) Roll Call - All members of the uniform platoons and detective bureau shall stand roll call fifteen (15) minutes prior to the start of their shifts. Highest ranking Command Officer to hold roll calls.

(f) Shift Rotation - No member shall involuntarily work more than two (2) consecutive months on any one shift nor more than three (3) consecutive months on any combined shifts in an attempt to exclude him from the day shift. Command Officers will go on permanent shifts at a time and date mutually agreed by the parties (See Article XXXVII).

- (g) Exchanging Shifts or Days Off - Members shall be allowed to exchange shifts and days off with approval of ranking officers.
- (h) The City or Department shall not change a member's day off, furlough schedule or switch a member to work another shift in order to avoid paying said member overtime, holiday premium pay or allow another member to take advantage of said overtime or holiday premium pay.

## **Section 2 - Overtime**

- (a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Such excess period must follow the member's regularly scheduled daily tour of duty.
- (b) All overtime shall be paid at the rate of one and one half (1 1/2) times for all time worked in excess of such daily tour plus applicable shift differential. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 AM Monday morning of pay week, shall be paid in that pay period. All overtime worked shall be turned in within fifteen (15) calendar days of the date worked. Failure to do so will result in overtime being paid in the following pay period.
- (c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or take time in lieu; whereupon the record officer in charge shall enter the member's election in the records provided thereof if they are eligible to do so under the criteria below.
- (d) All present Book Time will be frozen and will not be replenished as used. For those members who do not have 80 hours in their banks or when an individual who presently has 80 hours or more falls below 80 hours, the parties agree that a member may utilize either furlough time or overtime to place in a bank to not exceed 80 hours at any one time. At the end of each fiscal year, any amounts left in this bank will be paid to the Employee and the Employee's bank will zeroed out effective June 30<sup>th</sup> of each fiscal year.
- (e) Consistent with the above, periods of overtime which the member has elected to take in lieu of time off shall be at one and one half (1 1/2) times for all hours worked and for every eight (8) hours of time so accumulated, the member shall be entitled to take one (1) full day off. The member and the Department must agree as to when the time shall be taken, manpower permitting.
- (f) Command Officers shall be granted the opportunity to select all extra days off at least five (5) days prior to non-command officer personnel.
- (g) When a Command Officer shortage arises among uniformed Command personnel, it shall be filled by a uniformed Command Officer. When a Command Officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed Officer.

The Employer shall not require more than two (2) Command Officers to be on duty when a shortage of uniform personnel exists under the minimum manning provision of the patrol contract.

(h) Overtime shall be offered on a rotating basis to a member with the least amount of accumulated overtime commencing with the member with the greatest seniority on the shift, in their platoon, division or bureau. In the event the overtime assignment cannot be filled within the shift, members beginning with the off going shift, with the least amount of accumulated overtime within their platoon, division or bureau, shall be eligible to work.

(i) If the overtime assignment cannot be filled by choice, a member with the least amount of seniority as Command Officer shall be ordered to work.

(j) If there is a member on furlough, sick leave, SDO, EPL, RPL, or bereavement in conjunction with a member's day off, he will not be called in the event of a shift shortage.

(k) Members may "sell" book time, EPL's, RPL's, Command Bonus Days and Sick Bonus days back to the City.

### **Section 3 - Overtime Recording**

(a) A duplicate overtime slip shall be placed in the overtime book, along with a list of members who were contacted and refused, to be recorded by an Association Official.

(b) Overtime hours worked shall be recorded in the book with BLACK ink. Overtime hours refused shall be chargeable and recorded in RED ink.

(c) Each year on July 1st, and annually thereafter, member's accumulated overtime shall be reverted to ZERO (0) in the Association Overtime Book.

### **Section 4 - Call Back**

For the purpose of this section, "call back" is defined as the call back of a member after he has reported off duty and before his next following tour of duty. "Call back" further is defined to include "on duty" status travel time up to ten minutes and from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

A member shall be paid at one and one half (1-1/2) times for any call back with a minimum of four (4) hours if the call back exceeds one (1) hour. If less than one (1) hour, the member shall receive pay at one and one half (1-1/2) times for all time spent on said call back.

"Call back" shall not be defined as including off duty court appearances (see Article XI, hereof).

If a member has been recalled to duty and works up to and beyond the time set for his regular scheduled tour of duty, the recall rate shall terminate as of the hour which his regular tour of duty commences. The recall rate shall not be paid if a member's tour of duty extends continuously beyond his normal eight (8) hour tour.

### **Section 5 - Stand By**

When a member is required to stand by for a possible call to duty, including a call to court, or for any other reason, he shall be entitled to one half (1/2) time pay for said period, four (4) hours being the minimum for which he shall be paid. On being called to duty while on stand by status, said member shall be paid at the rate of time and one half (1 1/2) subject to the provisions of the court time or call back time of the Agreement.

An employee assigned to the Detective Bureau on standby for the weekend (hours from 4:00 pm Friday to 8:00 am Monday) shall receive 4 hours straight time pay while on standby status. In addition, when called in, overtime shall be paid in accordance with the overtime provision as stated in Article VIII, Section 2 and Section 4.

## **ARTICLE IX - MEDICAL EXAMINATIONS**

Section 1 - The Chief of Police may, upon good cause being shown, request any Command Officer to submit to a physical or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the Chief of Police, the member's health or conduct interferes with the member's ability to perform the normal duties of a Command Officer. Any member refusing to take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical or psychiatric examination has been completed. Members off work as a result of being ordered to submit to a physical or psychiatric examination shall receive sick leave benefits until the matter has been resolved.

Section 2 - Should any member, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Command Officer, such member shall be immediately relieved of duty, with pay, except as provided hereafter, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a Command Officer, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties.

Section 3 - Should any member be found, after physical examination, to be overweight or lacking in physical condition to such extent that, in the opinion of the examining physician, the member is unable to perform the normal duties of a Command Officer, and said physician having prescribed a course of diet, exercise or both to return said member to a condition wherein he is able to perform the normal duties of a Command Officer, said member shall not be relieved of duty so long as he shall be following the direction of said physician.

Section 4 - The cost of any examination ordered by the Chief of Police, physical or psychiatric, shall be paid by the City. The result of such examination shall be made available to the Command Officer and/or his own physician, in addition to the Police Department. The result of said



examination shall not be made available to any other person, except by written authorization executed by the member.

## **ARTICLE X - SICK LEAVE USAGE POLICY**

It is the joint goal of the City and the Lincoln Park Police Command Officers Association to eliminate any and all unauthorized or unnecessary sick leave among members and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

Section 1 - Effective upon issuance of the Award:

- (a) Each employee regardless of seniority shall receive sixty (60) days of sick time in a sick bank. Thereafter, each employee shall earn one sick day per month whether the member is working or on any type of approved medical or FMLA leave. Sick time runs by fiscal year.
- (b) In August of each fiscal year thereafter, employees will be paid for 50% of all sick time in excess of sixty (60) days.
- (c) The Employer shall provide, and pay for, a long term disability policy for employees which will provide 365 days of disability after a sixty (60) calendar day elimination period has been met. Employees shall receive 66-2/3% of monthly base wage not to exceed a monthly maximum of \$5000. The Employer shall provide the Union with a copy of the valid policy.
- (d) Upon retirement the Employer shall pay for 50% of all sick time in the employee's sick bank not to be applied to FAC.

Section 2 - Whenever a member shall call in sick more frequently than five (5) days in a fiscal year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the fiscal year, as a condition precedent to being paid for such leave.

Section 3 - Whenever a member is absent due to illness for a period in excess of three (3) consecutive working days, said member shall be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided, however, that where the Chief or his designee may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief of Police or his designee.

Section 4 - Whenever a member becomes ill or injured while in the employ of another employer or while the member is self employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workers' Compensation benefits, then in such event he shall be eligible for City sick leave benefits. It shall be the obligation of the member to immediately report any off duty employment related injuries or illnesses. Until a determination is made that the injury or illness is work related by the bureau of Workers' Disability

Compensation, the member's sick leave request shall be honored. Upon determination that an illness or injury is work related, the member shall assign all Workers' Compensation paid for work loss benefits to the City, and shall be classified as disabled.

Section 5 - All members immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form, which shall be provided by the City. This form shall include a place for the member to indicate the nature of their illness or reason for sick leave. Falsification of a sick leave form shall subject the member to disciplinary action.

Section 6 - Extended sick leave for the purposes of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave.

Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or treatment of his own personal physician, the member may consent to the release of such medical information by his physician to the City.

Section 7 - If a member has a medical problem which in the opinion of a qualified physician is non-rehabilitative, the disposition shall be determined in accordance with the provisions of this Agreement and the City pension system.

Section 8 - (a) Members shall be entitled to a sick leave incentive program benefit in accordance with the following schedule:

Zero (0) sick leave incidents per fiscal year	\$240.00
One (1) sick leave incident per fiscal year	160.00
Two (2) sick leave incidents per fiscal year	80.00

Payment of sick leave incentive benefits shall be made on a separate check payable on or before July 15 of each year. Terminating employees shall be paid for all earned sick leave incentive program benefits, but under no circumstances shall any S.L.I.P. benefits be prorated at date of separation.

(b) Each member shall receive three (3) eight (8) hour additional vacation days (bonus) if the member is not off due to illness more than three (3) days in one fiscal year. These days may be converted to book time or sold back to the City, at the member's option.

Section 9 - Command Officers shall be assigned light duty in accordance with the attending physician's restrictions and shall be assigned Police duties only. Depending upon the type of duty and shift assigned, officers assigned to light duty, may wear a shirt, tie and dress slacks in lieu of a uniform. The decision as to uniform or plain clothes shall be determined by the administration prior to an officer's return to work. To accommodate therapy the following is agreed to:

Officers at their own choosing may remain on their respective shifts and attend therapy in conjunction with their work day.

Officers may choose an alternative shift such as days and attend therapy while on duty.

If an officer remains on his/her shift and attends therapy, he/she shall be credited with time spent at therapy as part of their work day. Officers must bring documentation as proof of attendance at therapy.

If therapy is required by the doctors to expedite the member's return to work, and he/she refuses to attend, the member may be subject to department discipline.

No compensatory time will be paid for therapy sessions.

Light duty shall only be considered a regularly scheduled work day and attendance is mandatory. Leave time may be taken by a member if needed.

Section 10 - An officer on worker's compensation may elect to have the City pay the difference between worker's compensation and the employee's regular pay on the basis of a prorated withdrawal from the employee's sick bank until such bank is exhausted.

Section 11 - Officers injured on the job shall be carried as disabled with full pay and do not lose time from their sick time bank. Disabled time shall be used to bridge the gap until worker's compensation takes over or they are placed on light duty. This Section only applies during the fourteen (14) day statutory qualifying period.

## **ARTICLE XI - COURT DUTY**

### **Section 1 - Off Duty Court Attendance**

(a) It shall be the duty of the (officer) member to notify the Court Clerk of his furlough period not less than seven (7) days prior to the beginning of such furlough period, unless in cases of extreme emergency.

(b) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another in order to take advantage of premium pay for any court duties.

(c) No member reporting for court for an off duty court appearance shall be required to perform any duties after he has testified to fulfill the six (6) hours paid, except in the event the defendant is remanded to custody, the member when necessary shall be required to register (book) the prisoner.

(d) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a uniform or suit coat and tie (provided this is approved by the presiding judge).

(e) For any off duty court appearance, each member shall receive time and one half (1 1/2) pay for all time required to be spent, with a minimum of six (6) hours pay at the base rate, except as provided in Section 2, hereof.

**Section 2 - Afternoon Shift Court Appearance**

A member appearing in court within three hours of his afternoon work schedule shall receive time and one half up to his regular (afternoon) work schedule.

**Section 3 - Additional Court Fees Received**

If a member receives any fee, subpoena fees from Circuit Court or Probate Court for his appearance in any court for which he is paid in accordance with Section 1 (e), those monies shall be turned over to the City.

Members, other than Detectives, shall be entitled to out of pocket expenses incurred in the performance of their court duty, which shall include, but not necessarily be limited to, parking and lunch allowance. Said allowance shall be permitted only upon presentation of documentation as provided by the Standard Operating Procedures Policies passed by the Mayor and Council.

**Section 4 - Signing Complaints Off Duty**

If a member is called for the purpose of signing a complaint which does not require his court appearance and does not exceed one (1) hour, he shall receive time and one half (1 ½ ) for one (1) hour. If he exceeds one hour, he shall receive the rate of pay as provided in Section 1 (e) of this Article.

**ARTICLE XII - COMPENSATED FRINGE BENEFITS****Section 1 – Holidays**

(a) All members shall be entitled to the following observed holidays:

Last Working Day before New Years	Easter Sunday	Veteran's Day
New Years Day	Memorial Day	Thanksgiving Day
Martin Luther King, Jr's Bday	Independence Day	Last Working Day before Christmas
President's Day	Labor Day	Christmas Day

(b) Payment for the above holidays shall be made in a lump sum equal to one day's base pay multiplied by twelve (12), said sum to be paid by October 31<sup>st</sup> of each year, on a separate check.

(c) Effective July 1, 1989, should any of the above holidays fall on a member's regular work day, the member shall be compensated at double time his/her regular base rate. It is agreed if a contract scheduled holiday falls upon a members regular work day, they may choose the following options:

The Command Officer may work the day as a regular work day, and be entitled to all benefits in accordance with this Article. They may also have the option to take the day off, as a holiday without loss of accrued time or without additional compensation with the following stipulations:

1. At least one Command Officer shall work the scheduled shift. The taking of the day shall be with the senior Officer's approval.

2. If a Command Officer has chosen his furlough and a holiday falls during this time period, he shall not be entitled to this option as he is already on furlough. (per letter of agreement dated 4-5-95).

3. The Command Officer must have worked the day before or work the day after the holiday.

(d) The actual calendar day on which the holiday falls shall be considered as the holiday under the provisions of the holiday pay article.

Effective December, 1995, the observed calendar day by the City shall be considered the holiday, not the traditional calendar day. (For Washington' Birthday, it will be the observed holiday which is also known as Presidents Day.)

(e) No member shall change his regularly scheduled shift or leave days, in order to take advantage of the double time premium pay provided for under this Article.

**Section 2 - Clothing and Cleaning**

Effective July 1, 1999, each member shall receive a yearly clothing/cleaning allowance of \$800.00 per year, payable by March 15th of each year.

**Section 3 - Gun Allowance**

Each member shall be paid an allowance of four percent (4%) of his base pay for carrying his service revolver or other Departmental authorized weapon while not on active duty. The gun allowance shall be paid with the last pay of October each year on a separate check.

**Section 4 - Longevity**

Members shall receive the following annual longevity payments, based on the member's date of employment with the City:

	<b>Probationary Sgt</b>	<b>Sergeant</b>	<b>Lieutenant</b>
1 thru 4 years	\$ 458.81	\$ 500.52	\$ 542.23
5 thru 9 years	917.61	1001.03	1084.45
10 thru 14 years	1376.42	1501.55	1626.68
15 thru 19 years	1835.23	2002.07	2168.91
20 thru 24 years	2294.04	2502.58	2711.13
25 years & over	2702.79	3003.10	3253.36

The longevity benefits shall be paid to Sergeants and Lieutenants utilizing the above formula based upon the respective Sergeant's or Lieutenant's own base wages. Longevity payments shall be made to each member in a separate check on the 15th or 30th of the month within the member's anniversary date.

It is further agreed that longevity will be frozen at the 7-1-95 base wage and member's years of service.

Newly promoted members from the Patrol Bargaining Unit who were not eligible for longevity shall not have longevity upon promotion as stated above.

**Section 5 - Breathalyzer**

(a) A merit award of four hundred dollars (\$400.00) per year will be made for the successful completion of the initial certification or for the successful completion of each recertification for breathalyzer operator, payable in February.

(b) All members who participate in this program will be required to remain in the program for a minimum of three (3) years from original date of certification.

(c) Officers receiving the recertification allowance shall be required to complete one (1) full year of certification following the receipt of the said allowance, except for separation from service.

**ARTICLE XIII - FRINGE BENEFITS**

**Section 1 - Medical Insurance**

For periods prior to the Arbitration Award of Arbitrator George Roumell, the Letter of Agreement executed on June 10, 2005 will apply.

**A. Active Employee Health Care**

1. The City shall provide for all members, members spouse and eligible dependents of a member's family, the following insurance coverage:

Blue Cross/Blue Shield Community Blue PPO Plan 3 with \$10 office visit, chiropractic visit co-pay of \$30 and an emergency room co-pay of \$150.00. See Attachment A for summary of benefits.

The prescription drug rider through Blue Cross/Blue Shield shall have \$10 co-pay for generic and \$40 co-pay for non-generic with MOPD2x and mail in for maintenance drugs if available from the carrier.

The City shall offer a Flexible Savings Account Benefit Plan as provided for by IRS guidelines for employees.

2. Members who choose not to elect health care insurance shall be paid \$200.00 per month in lieu of health insurance. Members receiving this cash payment shall have the option to enroll into a health plan offered by the City only during the annual open enrollment period held each year.
3. Any newly promoted members shall maintain the health insurance they had prior to promotion into the LPPCOA unit.

4. The City shall have the right to utilize self insurance, wrap around plans and/or changing carriers if similar benefits are provided for both active employees and retirees.

The City agrees to notify and advise the Union prior to the implementation of such change under this provision. The Union may request a meeting on any such changes.

**B. Retirees Prior to Medicare Eligibility**

1. Effective for those members who retire after January 1, 2011, the City shall provide retiree, spouse and dependents of record at the date of retirement the following insurance coverage:

Blue Cross/Blue Shield Community Blue PPO Plan 3 with \$10 office visit, chiropractic visit co-pay of \$30 and an emergency room co-pay of \$150.00. See Attachment A for summary of benefits.

The prescription drug rider through Blue Cross/Blue Shield shall have \$10 co-pay for generic and \$40 co-pay for non-generic with MOPD2x and mail in for maintenance drugs if available from the carrier.

2. Should prescription and drug benefits provided to current employees as defined in this contract change in future contracts, then prescription and drug benefits provided for retirees retiring on or after January 1, 2011 shall also be changed to the same prescription and drug benefits provided to current employees. In the event the employer no longer provides prescription coverage to active members of the bargaining unit, retirees shall remain at their current level of benefit in effect at the time of the cancellation.
3. Retirees who choose not to elect health care insurance shall be paid \$200.00 per month in lieu of health insurance. Retirees receiving this cash payment shall have the option to enroll in the health plan during the open enrollment period held each year.
4. Newly promoted members from the patrol bargaining unit, with new hire dates after April 21, 2010, are not eligible for retiree health care as indicated above or in Section C. Those members shall retain what retiree health benefits they had while they were in the patrol unit.

**C. Retiree Medicare Eligible**

Upon eligibility for Medicare, retirees and spouses must apply and if eligible must acquire Parts A and B as currently defined at no cost to the Employer. For eligible retirees, consistent with B above, the Employer shall provide supplemental insurance through Blue Cross/Blue Shield which shall not diminish those benefits received prior to becoming eligible for Medicare except as noted above.

D. If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Lincoln Park will pay during the term of the Agreement any premium, taxes or contributions

members may be required to pay under a Federal Health Security Act that are specifically earmarked or designated for the purpose of the Federal Program, however, the City will not pay both Blue Cross/Blue Shield and Federal Health Security Act.

E. In the event that hospitalization benefits or any other insurance benefits are modified by the carrier, then the contract benefits shall be modified as negotiated.

### **Section 2 - Dental Insurance**

The City will pay the full monthly premium on the existing dental plan. For further explanation of benefits, please refer to your group insurance booklet.

Any member retiring from the bargaining unit after December 18, 1995, shall have the option to purchase dental insurance at the prevailing group rate plus 2%. Retirees must opt for this at time of retirement and the premiums shall be deducted from the monthly pension check.

### **Section 3 - Vision**

The City will pay the full monthly premium on the existing optical plan. Please refer to your group insurance booklet for plan benefits.

Any member retiring from the bargaining unit after December 18, 1995 shall have the option to purchase vision insurance at the prevailing group rate plus 2%. Retirees must opt for this at time of retirement and the premiums shall be deducted from the monthly pension check.

### **Section 4 -Life Insurance**

The City shall provide the following life insurance coverage:

(a) As of July 1, 1982, a thirty thousand dollar (\$30,000.00) Term Life Insurance with Accidental Death & Dismemberment, for active members. This shall be increased to \$50,000.00 effective November 1, 2001.

(b) A fifteen thousand dollar (\$15,000.00) Term Life Insurance shall be continued for members who retire after July 1, 1979 under the Police and Fire Retirement System. After November 1, 1979, any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled member attains normal retirement age.

### **Section 5 - Police Professional Liability**

Insurance shall be provided by the City under the terms of the general liability policy.

### **Section 6 - Parking Expense**

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.



**Section 7 - Mileage Reimbursement**

If a member is directed or required to use his privately owned vehicle for any police purpose, he shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

**Section 8 - Shift Differential**

A premium for working regularly scheduled shifts other than the day shift shall be paid as follows:

Afternoon shift - \$.50 per hour

Twilight shift (6:00 PM to 4:00 AM) - \$.50 per hour

Midnight Shift - \$.50 per hour

**Section 9 - Shift Premium**

A member called into work on his day off and assigned to the afternoon, twilight or midnight shift, or who is required to work overtime during those shifts even if his shift began during the day shift, shall be paid the appropriate shift premium for all hours worked.

**ARTICLE XIV - PENSION****Defined Benefit Pension Participation:**

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS). Prior to such transfer, notification will be provided to the Union and the parties will sit down to discuss the transfer. No member will suffer a loss of benefits as a result of the transfer to MERS. The parties acknowledge there may be minor differences in the benefits since certain provisions may not be offered or administered by MERS. The parties agree to meet to resolve all issues prior to implementation of MERS.

(a) The pension plan effecting Police Officers of the City of Lincoln Park as contained in the City Charter and/or ordinances and as modified to date, is incorporated herein by reference and is made a part hereof to the same extent as if it were specifically set forth herein except for changes which may be made as a result of this Collective Bargaining Agreement. A copy of the ordinance, Chapter 296 is hereby attached at the end of this agreement.

(b) The parties hereby agree that said pension plan, and any of its provisions, may not be changed unilaterally except in those areas which are strictly administrative in their function and do not change the substantive benefits of members. Effective July 1, 1999, upon retirement, a member shall receive a straight life annuity equal to 2.8% of his/her average compensation, multiplied by the number of years and fraction of a year of credited service, subject to a maximum of 78.4% of his/her average final compensation. Further, there shall be a moratorium on pension improvements until June 30, 2005.

**(c) Pension Contributions**

The member's pension contribution rate is 8.18%.

**(d) Pension Enhancement**

For members retiring after July 1, 1995, each January 1, beginning the first January 1, which is at least one year after retirement, retirement benefits shall be increased \$300.00 annually which amount shall be compounded from year to year. The members' eventual beneficiaries will increase \$150.00 annually.

(e) New retirees shall receive a partial retirement payment as deemed by the Retirement Commission until the actuarial costs are returned and regular pension checks are received, so as not to disrupt the retiree's pay schedule.

The Police & Fire Retirement Commission shall provide all members with an annual update of assets and liabilities unless transferred to MERS.

(f) Members may keep their departmental issued gun upon retirement; providing the member has carried his/her gun for at least five (5) years and the member already has been issued a departmental gun.

(g) Parties recognize patrol unit new hires after April 21, 2010 may be given a defined contribution (DC) or a reduced defined benefit pension as indicated in the patrol collective bargaining agreement. When the patrol officers hired after April 21, 2010 become eligible and are promoted to the command unit, their pensions shall be the same DC plan or reduced DB plan whichever they had as a patrol officer.

## ARTICLE XV - LEAVE TIME

### Section 1 - Furloughs

Each member shall be entitled to furlough days as indicated below. A member's annual furlough shall be provided in two (2) seasons. The summer furlough period shall be April 1st to September 30th. The winter furlough period shall be October 1st to March 31st. Each member shall be entitled to take fifteen (15) working days in any one season, regular leave days not to be counted as furlough days.

<b>Lieutenants</b>		<b>Sergeants</b>	
1 to 5 years	23 days	1 to 5 years	22 days
6 to 14 years	25 days	6 to 14 years	24 days
15 to 19 years	29 days	15 to 19 years	28 days
20 years and over	31 days	20 years and over	30 days

Effective July 1, 1996 furlough period shall be from October 1st to September 30th.

### Section 2 - Furlough Schedules

Each month shall be divided into two (2) furlough periods. A member shall not overlap into another member's period unless it is vacant or with the consent of another member who has chosen that period.

**Section 3 - Extended Furlough**

Members may be absent up to forty five (45) days on furlough with permission of the Chief of Police or his designee.

**Section 4 - Absence from the City**

Members on leave or furlough may absent themselves from the City, State or Country at their option, without written consent from their Commanding Officer or Chief of Police, but shall keep the Department informed of their location, including address and phone number, if possible.

**Section 5 - Selection of Furloughs**

Furlough selection shall be based on seniority, starting with the member having the greatest seniority by their rank on the platoon, division or bureau. One member may take his furlough the same period with a Patrolman or Detective. If all Detectives become Command Officers, two Command Officers in the detective bureau may be permitted to be off at the same time.

**Section 6 - Trading Furloughs**

Members shall be permitted to trade their furlough period with another member on the same platoon, division or bureau.

**Section 7 - Cancellation**

Members shall take all leave and furlough dates regularly. Any member who has his furlough canceled (including leave days), or any part thereof due to an emergency, shall be paid time and one half (1 ½) for all time worked and shall have said canceled furlough days rescheduled at a later date.

**Section 8 - Extra Days with Furlough**

Members shall be permitted all extra leave days or exchange of days with each furlough period, the same to be taken any time during the period at the option of the member, with Chief's permission. Member's furlough period may overlap with the permission of the Commanding Officer and subject to minimum manpower requirements, but the five (5) accumulated leave days or exchange of days with each furlough period may not conflict with another member's furlough period.

**Section 9 - Extra Leave Days**

To compensate for time members have contributed to the Department throughout the year, a Lieutenant shall receive six (6) command days off during each furlough period. A Sergeant shall receive four (4) command days off during each furlough period. Command days may be converted to book time or sold back to the City, at the members option (furlough being on a yearly basis) subject to the provisions of Article 8, Section 2(c).

**Open Furlough Period:**

A member may, with permission, use a portion of any open furlough period.

**Section 10 - Bereavement**

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

- Current Spouse
- Child
- Parents
- Brother
- Sister

(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Niece	Father-in-law	Grandchild
Nephew	Mother-in-law	Member of household
Grandparent	Sister-in-law	Daughter-in-law
Step Child	Brother-in-law	Son-in-law
Step Parent		

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Current Spouse's Grandchildren	Current Spouse's Sister-in-law
Current Spouse's Brother-in-law	Aunt    Uncle

(d) If death occurs over 250 miles away, or in an unusual hardship case, an additional two (2) days may be granted. Proof of attendance at the funeral may be required of any employee requesting bereavement leave under Sections (b) and (c).

(e) Should bereavement, as contemplated by the terms of this Agreement, occur during a period of furlough, an amount of time consistent with the above schedule shall be allowed such member over the above furlough time.

### **Section 11 - Personal Leave**

Each year between July 1st and June 30th, inclusive, each member shall be entitled to take off two (2) emergency personal leave days. It is understood and agreed that requests for these two days will be automatically honored so that a minimum of one (1) requesting member per shift shall be released. The granting of emergency personal leave days beyond the minimum quota shall be subject to minimum manpower. Each member shall be entitled to four (4) regular personal leave days. Personal leave days may not be accumulated from one year to the next. All regular personal leave days shall be subject to minimum manpower. The first requesting member to receive first chance at regular personal leave. EPL's and Personal Days that are not used may be converted to book time or cash payment at the member's option subject to the provisions of Article 8, Section 2(c).

### **Section 12 - Military Leave**

Any member of the Lincoln Park Police Command Officers Association who is a member of the National Guard or a reserve component of the armed forces of the United States, shall be entitled to a temporary military leave of absence when ordered to active duty training or inactive duty training. A temporary military leave of absence for such purpose shall be with pay equivalent to the difference between the member's military pay and his regular City salary for each day of absence from scheduled City employment, if the military pay is less for those same days. Such leave shall not exceed ten (10) calendar days. Continuous City service shall be allowed for the period of temporary military leave of absence.

The person requesting such temporary military leave shall provide the City with reasonable notice thereof, so as to allow sufficient time for rescheduling of personnel, and shall follow the following procedures:

- (a) Requests for temporary military leaves shall include the inclusive dates of leave.
- (b) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.
- (c) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.
- (d) Such person need not submit a statement of earnings from the military leave of absence without pay, or has elected to use annual leave credits to cover the entire period of leave.
- (e) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

#### **Section 13 - Maternity Leave**

When a member applies for maternity leave, the leave shall be regulated by her personal physician. The maternity leave of absence shall not exceed six (6) weeks after termination of pregnancy.

#### **Section 14 - Family Medical Leave Act**

The Family Medical Leave policy adopted by Mayor and Council is hereby incorporated into this agreement by reference.

#### **Section 15 - Calculation of Service**

For the purpose of calculation service, ten (10) or more working days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for benefit allowances, but in no event shall credit be given for more than one (1) year of service.

### **ARTICLE XVI - TERMINATION BENEFITS**

#### **Section 1 - Layoffs**

In case of layoff from the Department, a member shall receive his health, life and dental and optical insurance for a period of three (3) months from the date of his layoff, if permitted by the insurance carrier.

#### **Section 2 - Termination Allowances**

Any member who terminates his or her employment prior to attainment of his or her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity, holiday, gun and clothing/cleaning allowance which would be due for the fiscal year in which

termination occurs. Such payments to be made on the date of termination, providing at least two (2) weeks notice has been given.

The above benefits shall not be due a member if said member terminates their employment for other than retirement or death.

**Section 3 - Benefits at Death**

In the event termination is due to a member's death, said termination benefits and any compensatory book time shall be paid his/her beneficiary, heirs or estate.

**Section 4 - Payment of Furlough Time**

Each member shall be entitled, on his resignation, or retirement, to receive payment for any compensatory book time, leave or furlough time accruing to each member at time of termination. On death, such accrued furlough time shall be paid to his/her beneficiary, heirs or estate.

**ARTICLE XVII - OUTSIDE EMPLOYMENT**

Section 1 - A member may engage in outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the member's duties and responsibilities as a police officer.

Section 2 - Approval for outside employment must be according to Rules and Regulations, and shall be for a period of one (1) year. The member may request it be renewed after one (1) year.

Section 3 - Approval will not be granted for outside employment which would involve more than twenty four (24) hours per week of work, or for work regulated by the Lincoln Park Police Department (i.e.) bars, adult movies or adult bookstores, etc.

Section 4 - Approval to engage in outside employment shall not be unreasonably withheld.

**ARTICLE XVIII - DISCIPLINE AND DISCHARGE**

Disciplinary action shall be defined as any action taken by the Department against a member for misconduct, including violations of provisions in this contract prescribing misconduct. Disciplinary action may consist of the following:

- A. Corrective counseling
- B. Oral reprimand
- C. Written reprimand
- D. Suspension without pay
- E. Discharge

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

If a member is suspended for twenty working days or more, no benefits shall accumulate during the entire suspension period other than medical and life insurance benefits.

Regardless of how or why, should a suspension be canceled or withdrawn, the member will be reimbursed retroactively for benefits lost as a result of the suspension.

The City agrees that corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimands shall be given only by the Chief of Police, or his designee, and a record will be maintained only as to the fact that an oral reprimand was given. Disciplinary actions, except for corrective counseling, shall be part of the Officer's personnel file.

### **ARTICLE XIX - DISCIPLINE PROCEDURE**

- (a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance.
- (b) Any time that a member is called into the station, on or off duty for disciplinary purposes, he shall be entitled to request that one member of the Board of Directors of the Lincoln Park Police Command Officer Association accompany him during any interview with his Commanding Officer, Chief of Police, or his designee.
- (c) A member has the right to be confronted by his actual accuser. The Chief of Police or his designee cannot assume the position of the complainant in lieu of said accuser. The accused shall be advised on disposition of the case and if found innocent or dismissed, the complaint or information shall be removed from his service jacket.
- (d) Any member served with a Personal Protection Order (PPO) shall be placed on a paid administrative leave until their hearing.
- (e) Unexcused absences are subject to disciplinary action.
- (f) In no event shall any penalty be increased from that rendered in the original hearing.
- (g) Every appeal shall be a total review of guilt or innocence as well as severity of penalty.

### **MEMBERS RIGHTS**

- (a) The Employer guarantees due process of law including the Garrity and Miranda Warnings.
- (b) The Association has the right to provide a representative at the request of the member or members during all administrative and investigative proceedings when the investigated officer must be present.
- (c) An Association member shall not be prohibited from speaking publicly through any form of communication, provided it is not detrimental to the Department or City.

(d) Neither the home address nor photograph of any member suspected of wrong doing shall be given to the press or the news media without the written consent of the member.

## **ARTICLE XX - GRIEVANCE AND ARBITRATION**

(a) Every member of the Association shall have the right to present his grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives, witnesses and any members giving information or testimony.

(b) The Grievance Committee shall consist of the Association Board of Directors, any three (3) shall be empowered to act as grievance committee.

(c) Grievances shall be processed according to the following procedure:

1) Members shall notify their grievance committee of a grievance and member shall reduce the same to writing on a grievance form.

2) Grievances affecting a large number of members may be treated as policy grievances and entered at Step 6 of the Grievance Procedure by the Association.

3) The Grievance Committee shall determine if the grievance is meritorious. The Grievance Committee shall present such grievance to the appropriate level command within ten (10) days of said occurrence.

4) The appropriate level of command affected shall act on the grievance so submitted within five (5) days.

5) The Grievance Committee, if not satisfied with the action taken, shall then present said grievance to the next highest step in the chain of command of the Department within five (5) days.

6) The Chief of Police shall have five (5) days to respond to the grievance.

7) If the Association is not satisfied with the decision of the Chief of Police, a pre-arbitration meeting between the Association and the City's Negotiator shall be set up within thirty (30) days. (Either side may be represented by counsel if they desire)

8) If no decision can be reached within thirty (30) days of the meeting in Step 7, the Association may appeal to arbitration by giving notice to the City of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to F.M.C.S. for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of the arbitration shall be paid by the losing party.

9) Saturday, Sunday and holidays shall not be counted in the above time limits.

10) Either party at any step of the procedure may call a meeting to discuss the grievance and reach a solution.



11) Except for criminal offenses which could be charged as misdemeanors or felonies, cowardice, dereliction of duty and incompetency, no administrative punishment shall occur until all appeal processes through arbitration are exhausted.

12) The Association and the City will use their best efforts to select a roster of three (3) permanent umpires who shall serve on a rotating basis to resolve all grievances which are taken to arbitration. Should the parties not be able to mutually select a roster of permanent umpires, the arbitration selection procedures of Section 8 shall apply.

(d) No Strike Clause - The parties agree that for the term of this Agreement there shall be no lockout of the members by the Employer nor strike by the members against the Employer.

#### **ARTICLE XXI - ASSOCIATION ACTIVITIES**

(a) Elected officers of the Association shall be afforded reasonable time during regular working hours without loss of pay or lieu of time, to fulfill their Association responsibilities, including negotiations with the City or Commission, processing of grievances and administration and enforcement of this Agreement. It is also agreed that the president, vice president, or representative, to a maximum of two, if on duty, be excused for monthly local membership or board meetings.

(b) Two (2) Association Officers shall be permitted paid time off to attend the annual Labor Conference, manpower permitting.

(c) Association officers shall be permitted to discuss Association business with members during duty hours.

(d) The Association President shall be given super seniority for the purposes of layoffs, demotions, and shift selections.

#### **ARTICLE XXII - SPECIAL CONFERENCE**

A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

### **ARTICLE XXIII - SPECIAL ASSIGNMENTS**

Section 1 - The following procedure will be used in the special assignment of members but not limited to radar officers, school liaison officers, narcotics officers (DRANO), and Special Operation Section.

- (1) Proposed assignments will be posted for seventy two (72) hours on the roll call board.
- 2) Members will sign the sheet to indicate their willingness to accept the assignment.
- 3) Interested members must sign the list within seventy two (72) hours unless on vacation, long weekends, sick leave or any other reason, in which case allowances will be made with the mutual consent of the Chief and the Association.
- 4) After seventy two (72) hours, each of the members who have expressed an interest in the available position will be considered by the Chief. The Chief shall interview all applicants and in the making of his choice, the Chief will consider the member's qualifications for the position, and the appointment to the position shall be fulfilled by the Chief.
- 5) After a period of six (6) months, it will be the duty of the Chief to re-evaluate this assignment and once again create an opportunity for the interested members to apply for this position. It is agreed that the Chief of Police or his designee has the right to remove members from these assignments at anytime.

#### Section 2 - Special Assignment Overtime

If at any time Special Assignment Overtime should develop where additional manpower is required where overtime pay is involved, the following procedure shall be followed in order to assure equal distribution of overtime work:

- 1) Special overtime assignments shall be equally divided. Each particular overtime assignment shall be evaluated by the administration to determine its specific goals and needs and distribution made accordingly.
- 2) The said number of hours shall be equally divided among job classification. It will then be the Chief of Police or his designee's responsibility to see that each member has an opportunity for this particular detail.
- 3) Special Assignment Overtime shall only apply to a planned type of overtime at time and one half (1 ½).
- 4) Upon determining the need for special assignment overtime, the Chief or his designee, shall post a notice on the roll call board advising members of such overtime.

### **ARTICLE XXIV - LAYOFFS**

NOTE: Demoted in rank in this Article does not refer to demotions for disciplinary reasons.

Section 1 - In the event the City determines a layoff is necessary, the City will notify, and within five (5) days will establish a meeting with the Lincoln Park Command Officers Association to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

Section 2 - In the event layoffs result in demotions, they shall be made among all members according to the least seniority in rank.

(a) The last member promoted to Lieutenant shall be the first member reduced to former rank.

(b) The last member promoted to Sergeant shall be the first member reduced to former rank.

Section 3 - Members with the most seniority in rank shall be recalled first.

Section 4 - When a member is recalled, it shall be no lower than their former rank. The recall shall be automatic and not through the promotional procedure.

Section 5 - If a vacancy in rank occurs, which the City desires to fill, demoted or laid off members shall be recalled.

Section 6 - Notice of recall shall be sent by registered mail, with a copy furnished to the Lincoln Park Command Officers Board of Directors, to the member at his last address as officially recorded by the City. The member shall be responsible to respond to the recall notice within a period of ten (10) working days, excluding holidays and weekends. Failure to respond timely under this Article may cause forfeiture of his right to recall.

## **ARTICLE XXV - PROMOTIONS**

**Section 1** - The City shall have the sole right to determine the total number of command officers necessary for the efficient operation of the Department. The City shall have the sole right as to whether to fill a vacancy in the Command Staff.

Once the City determines to fill a vacancy, job vacancies shall be posted on the Association's board by the Commission of Public Safety for a period of at least fourteen (14) days, showing the time, place and purpose of the examination.

Promotional tests shall only be given when an opening occurs. All tests given shall be validated tests.

### **Section 2 - Eligibility List**

The Commission of Public Safety shall establish an eligibility list on all promotional examinations for a period of twelve (12) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, which the City desires to fill, the Commission shall fill that vacancy from the said list.

Any member on probation or suspension for a proven unappealable disciplinary action will not be eligible for promotion.

**Section 3 - Basis of Promotion**

Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance, as outlined in the Departmental Orders.

The member scoring highest on the combined phases shall be promoted to the position.

**Promotional System**

**A. Program Objectives** - This promotion plan is designed to:

- 1) Provide an effective, fair method of selecting employees for promotion.
- 2) To provide the department a choice from among the best qualified candidates and assure effective utilization of employees.
- 3) Insure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or consideration of race, color, religion, sex, age or national origin.
- 4) Establish procedure for the evaluation of candidates for promotion.
- 5) Provide incentive for self improvement of employees.
- 6) Establish clear procedures for operation of the promotional plan.

**B. Procedures for Merit Promotion Plan**

- 1) The Employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration.
- 2) All promotions which are of a permanent nature shall be based on the following factors:
  - (a) They shall be on a competitive basis. Employees must have a minimum five (5) years as a Police Officer with the City of Lincoln Park.

**Section 4 - Promotional Points**

An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following:

**1) Written Examination**

Each candidate will receive points on the written examination equal to the raw score points scored by the candidate on the exam. The written examination shall be a validated test obtained through EMPCO.

**2) Seniority**

Each candidate will be credited with one (1) point for each full year of service. For times less than a full year of service, each candidate shall be credited with 1/12 of a point for each month. There is no maximum credit for seniority. In the event of a tie in total aggregate scores, department seniority shall be the determining factor using March 1<sup>st</sup> as a calculation date.

**3) Chief's Evaluation Points**

Each candidate will receive points up to a maximum of fifteen (15) awarded by the Chief of Police based upon the following criteria: (said points shall be given prior to administering the written examination)

**(a) Personality Traits**

Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self assertiveness, honesty and intelligence.

**(b) Aptitude**

Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in, law enforcement functions. Aptitude traits would include firearms proficiency, operation of police vehicle and equipment, and physical coordination and dexterity.

**(c) Attitude**

Attitude shall be defined as such traits as open mindedness, cooperation, ability to work effectively with citizens, fellow officers, City officials, and officials from other law enforcement agencies.

**(d) Job Skills**

Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of City ordinances and rules and regulations.

**(e) Education**

Education shall be defined as advance learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated a willingness and desire to attend technical seminars and training programs.

**(f) Other Personality Traits**

Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this Article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

**Section 5 - Promotional Written Examination Given While On Duty**

Members eligible to participate in any Departmental examination for promotion, shall not have time taken away from them for having participated in any such examination while on duty.

**Section 6 - Eligibility Promotion**

All Sergeants who have completed their probationary period and have at least two (2) years in rank from the date of their last promotion shall be eligible to take an examination for the rank of Lieutenant.

Any member on probation or suspension fifteen (15) days or longer for a proven, unappealable disciplinary action will not be eligible for promotion until such probation and suspension is completed. Provided, however, should a member appeal the disciplinary action and it be found that the charges were true, said members shall be removed from the eligibility list or position as the case may be.

**Section 7 - Association Official Present**

An Association member, designated by the Association, who is not a candidate for promotion can be present at the written examination and distribution of points.

**Section 8 - Probationary Period**

Promoted members shall serve a probationary period of twelve (12) months, and during this period, the member shall receive the rate of pay for the rank classification.

**Section 9 - Revert Back**

During the twelve (12) month probationary period, the member shall have the opportunity to revert back to his former classification without prejudice. If the member should fail his/her probationary period, they shall be reverted back no lower than their former classification.

In the event the member decides to revert back to his former classification, he will be placed back on the eligibility list from which he was promoted in his original position. If the member has failed his probationary period, he will be eliminated from the list.

**Section 10 - Lateral Transfers**

Lateral transfers within the Department may be made by members, seniority in rank shall prevail, upon their written request and with approval of the Chief of Police.

**Section 11 - Appointments**

If a member is appointed to Chief or Commander by the Commission of Public Safety, the member shall have the opportunity to revert back to his former classification without prejudice. Further, if the member be reverted back by the Commission of Public Safety, the member shall be reverted back to his former classification.

**ARTICLE XXVI - EDUCATION**

(a) Any member directed to attend school, benefiting both the municipality and the member, shall be considered as attending his normal tour of duty while in attendance or traveling to and from the school. The municipality shall pay the tuition. It shall also pay the housing and food expenses as determined by the Chief or his designee when necessary.

(b) Eligible members shall be paid tuition reimbursement for education as determined by Council Resolution.

(c) Upon successful completion of schooling, a permanent record of same shall be placed in the member's service jacket.

(d) Upon successful completion of training or schooling by a member taken on their own volition, a permanent record of same shall be placed in the member's service jacket.

(e) The City agrees to pay the dues to WCDA/WCLSCA beginning with the 2001/2002 fiscal year with the stipulation that dues will only be paid for members who attend on a regular basis.

#### **ARTICLE XXVII - VEHICLE CONDITION**

The City shall maintain police vehicles in proper appearance and a safe mechanical condition. If a member believes that the equipment he is required to work with is unsafe, he can refuse to work with said unsafe equipment, and remove it from service until such time unsafe condition is corrected. Refusal to work with unsafe equipment shall not be grounds for discipline.

#### **ARTICLE XXVIII - VEHICLE ACCIDENT REVIEW BOARD**

Section 1 - There shall be an Accident Review Board consisting of two (2) designees of the Chief and two (2) Association Officials. The hearing time and date will be set by the Commanding Officer of the Traffic Safety Division. Officers involved in an accident shall be invited to attend this hearing and shall be permitted to bring in their witnesses if they so desire.

Section 2 - The Accident Review Board shall be bound by the rules of the National Safety Council Award program. The Accident Review Board shall determine whether in their opinion the accident is preventable or nonpreventable. The Accident Review Board shall immediately following the hearing, forward a report of their findings to the Chief of Police who shall make a decision. The Accident Review Board and/or the member may appeal to the National Safety Council for a ruling on the particular accident.

Section 3 - Any member of the Accident Review Board or the Association may submit a Minority Report.

#### **ARTICLE XXIX - DEPARTMENT FILES**

(a) All personnel records (including, but not limited to home addresses, phone numbers and pictures of members) shall be kept confidential and never released to any person

other than officials of the Department or upon the written authorization of the member involved or by court order.

(b) A member shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considered to be detrimental.

(c) Members may inspect their personnel files upon separation and/or retirement during business hours.

(d) All members shall be granted access to their department and personnel records according to Public Act No. 397, Public Acts of 1978, effective January 1, 1979.

(e) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from a Command Officer's service file. The City, upon written request, shall remove all other complaints every three (3) years from the date of incident from all files of members of the unit including internal affairs investigation files.

### **ARTICLE XXX- SAFETY, HEALTH AND UNIFORM COMMITTEE AND HAIR CUT RULE**

Section 1 - The parties agree to form a Safety, Health and Uniform Committee whose purposes it shall be to inform the administration of the Lincoln Park Police Department of matters concerning occupational health and safety. The Association shall send two (2) members to such meetings which shall be held during regular working hours at the Lincoln Park Police Department. Association members who attend such meetings shall not suffer any loss of pay as a result of their attendance.

Section 2 - The function of this committee shall include reviewing existing safety equipment, supplies and procedures, reviewing and recommending corrective and/or preventive safety measures, suggesting changes to Police Department safety and health rules, Police Department practices and review all changes and improvements in uniforms and equipment.

Section 3 - All members shall be allowed to wear short sleeve shirts and no ties in the summer months and wear uniforms as outlined in the Rules and Regulations.

Section 4 - The members agree that the Police Administration will make an effort to uniformly administer the rule governing haircuts. Once a year haircut standards will be reviewed.

### **ARTICLE XXXI- POLICE RESERVE OFFICERS**

Section 1 - Police Reserve Officers who ride in police vehicles as part of their continued training may ride with any member who volunteers.

Section 2 - Police Reserve Officers shall not be used as additional manpower except in emergency or on special occasions as defined by the Safety Commission.

Section 3 - Police Reserve Officers shall not be permitted to wear the same uniform and in the event of a change in Reserve Officers uniforms, the Chief or designee shall meet with the Union to discuss the changes.



**ARTICLE XXXII- ANIMAL COMPLAINTS**

Command Officers shall not be required to handle animal complaints in the normal discharge of their duties.

**ARTICLE XXXIII - MAINTENANCE OF CONDITIONS**

Hours and conditions of employment legally in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of the Agreement. The City, through the Commission of Public Safety, shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this Agreement. No member shall suffer a reduction in such benefits as a consequence to the execution of this Agreement unless agreed to by both parties.

**ARTICLE XXXIV - SEPARATION OF BENEFITS CLAUSE**

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

**ARTICLE XXXV- RESIDENCY**

The residency rule shall continue in effect as included in the arbitration award between the City of Lincoln Park and the Lincoln Park Police Officers Association dated March 6, 1980.

Members are permitted after five years of service with the Lincoln Park Police Department to maintain their residence within a 25 mile radius of police headquarters; and further, that for the purpose of call back, they shall be paid based upon a reasonable travel time not to exceed 10 minutes.

This benefit change shall be effective with the Act 312 Arbitration Award dated 1-27-92.

**ARTICLE XXXVI - RULES AND REGULATIONS**

It is understood and agreed that there exist within the Department, certain personnel rules, policies, practices and benefits which will continue in effect for the period of this Agreement, unless or until changed by mutual agreement of the parties, or by the Employer in accordance with its previously stated Management Rights.

It is the City's intention that work rules and regulations are to be interpreted and applied uniformly to all members under similar circumstances. Any member against whom such rules are enforced, may challenge the reasonableness of their application or interpretation as to him or her through the grievance procedure and the arbitration provision of this Agreement.

All Department Rules and Regulations and Policies & Procedures are hereby adopted by reference.

### **ARTICLE XXXVII- PERMANENT SHIFTS**

Effective upon ratification and receipt of retroactive monies owed to members per this Agreement, the Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts, with the exception of the Detective and Youth Bureaus. The Traffic Safety Division, with the permission of the Chief of Police will be allowed to rotate on the twenty eight (28) day cycle as defined in Article VIII - Hours of Work, Section 1, subsection (d). The procedures for selecting permanent shifts shall be as follows:

- 1) All members have the privilege of bidding on shifts.
- 2) Shifts shall be assigned on the basis of seniority in rank.
- 3) Shift selection shall be on a six (6) month basis, in conjunction with furlough periods.
- 4) If at any time a member is transferred to another Division or Bureau affected by permanent shifts, seniority in rank will prevail.
- 5) The permanent shift program shall be considered to be on an experimental basis for the duration of this Agreement. If the LPPOA should negotiate with the City to revert back to rotating shifts, the LPPCOA shall re-open this Article for the same purpose.

### **ARTICLE XXXVIII- PUBLICATION OF AGREEMENT**

A copy of this Agreement shall be provided by the City for all members of the Association.

### **ARTICLE XXXIX - DURATION**

This Agreement shall be effective and shall remain in force from the 1st day of July 2007, until the 30th day of June, 2011, and thereafter until amended or modified as provided herein.

Either party may, on or after March 1, 2011, serve a notice upon the other party of its desire to amend or modify this Agreement, effective July 1, 2011. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

**FOR THE CITY OF LINCOLN PARK**

**FOR THE LINCOLN PARK  
POLICE COMMAND OFFICERS  
ASSOCIATION**

\_\_\_\_\_  
Frank Vaslo, Mayor

\_\_\_\_\_  
Brian Miller, President

\_\_\_\_\_  
Donna Breeding, City Clerk

\_\_\_\_\_  
Richard Kolakovich, Vice President

\_\_\_\_\_  
Steve Duchane, City Manager

\_\_\_\_\_  
Robert Figurski, POLC

Dated: \_\_\_\_\_ Resolution # \_\_\_\_\_

Arbitration Award of \_\_\_\_\_.