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AGREEMENT

CITY OF GROSSE POINTE WOODS

and

GROSSE POINTE WOODS POLICE OFFICERS ASSOCIATION

1975-1976 CONTRACT

City of Leave Painte Woods 20025 Mack avenue Groose Pointe Woods, Mich. 48236

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AGREEMENT

This Agreement, entered into as of July 1, 1975, by and between the City of Grosse Pointe Woods, a Municipality in Wayne County, Michigan, hereinafter referred to as the "City", and the Grosse Pointe Woods Police Officers Association, hereinafter referred to as the "Association".

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Association.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the Public Safety Department employees and the City to the public requires that any disputes arising between the Public Safety Department employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Now, Therefore, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

DEFINITIONS

Section 1. For purposes of this Agreement, definitions shall be as follows:

- (1) "Administration" shall mean the City Administrator or his designee.
- (2) "City" or "Employer" shall mean the City of Grosse Pointe Woods, Wayne County, Michigan.
- (3) "Committeeman", "Committee", shall mean the
 Collective Bargaining Committee of the Grosse Pointe Woods Police Officers
 Association, as recognized in Section 2 of this Agreement.
- (4) "President", or "Chairman", shall mean the elected President of the Grosse Pointe Woods Police Officers Association.
- (5) "Association" shall mean the Grosse Pointe Woods
 Police Officers Association.
- (6) "Employees" shall mean Public Safety Officers and Public Safety Corporals of the City of Grosse Pointe Woods.
- (7) "Department" shall mean the Department of Public Safety of the City of Grosse Pointe Woods.
- (8) "Management" shall mean the Director of the Public Safety Department, Captains, Lieutenants, Sergeants, and the City Administrator, or his designated representative.
- (9) "Shift" shall mean the period for which the employee is scheduled to be present and working.

- (10) "Seniority" shall mean the last continuous period of employment within the Department of Public Safety.
- (11) "Seniority Date" shall mean the employee's last date of hire with the Department of Public Safety.
- (12) "Members" shall mean employees belonging to the Grosse Pointe Woods Police Officers Association.

RECOGNITION

Section 2. Bargaining Unit

- (1) The City hereby recognizes the Association as the sole and exclusive collective bargaining agency for all Public Safety Officers (described as "employees" in Section 1 (6) of this Agreement) below the rank of Sergeant of the Public Safety Department and excluding all civilian personnel and/or any part-time or temporary employees in the matter of wages, hours of work, and other conditions of employment.
- (2) The City shall not enter into any agreements with its employees, individually or collectively, or with any other organization which in any way conflict with the provisions covered by this Agreement.

REPRESENTATION

Section 3. The employees shall be represented by a committee of three (3) members, one of whom shall be the Chairman, who shall be selected in any manner determined by the Grosse Pointe Woods Police Officers Association membership. There may be alternates appointed in the absence of a regular committeeman. If necessary, the City shall permit three (3) on-duty officers to participate in negotiational meetings without loss of pay. The City may be represented by a committee of three (3) representatives. The City and the Association may have outside representation present.

- (1) Promptly following the effective date of this

 Agreement, the Association and the City shall provide to each other a

 written list of names and titles of their respective representatives, and
 will, from time to time, provide prompt notice of any changes.
- (2) Dues Deduction -- The City will deduct upon signed authorization of each Officer all proper dues for the Grosse Pointe Woods Police Officers Association and forward same to the Association Treasurer every month. The Association agrees to save the City and its officials harmless from any action growing out of these deductions.
- (3) Agency Shop -- It shall be a condition of employment for all current employees covered by this Agreement to become and remain members of the Association on the completion of six (6) months continuous service with the City, or in lieu thereof, to pay a service fee equal to the regular constituted dues and initiation fee paid monthly by members to the Association.

New employees in the job classification covered by this

Agreement shall either become members of the Association or in lieu thereof,

pay a service fee as specified above after completion of six (6) months

continuous service with the City.

The City shall take no action pursuant to this "Agency Shop" clause without sworn certification by the President and Secretary of the Association that an employee has failed to meet the requirements of this Section, and not then unless and until the Association agrees to hold the City harmless against all loss, costs or damages it may incur in the event it takes action hereunder at the certified request of the Association.

Section 4. No Discrimination: There shall be no discrimination against any employee because of his membership in the Association, or because of his acting as an officer or in any other capacity in behalf of the Association.

- (1) The City and/or the Association shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Association activity, or an employee refraining from Association membership or activity.
- (2) The President of the Grosse Pointe Woods Police
 Officers Association, or his representative, may represent any bargaining
 unit member upon the member's request in any action taken against such
 member.

JOINT RESPONSIBILITIES

Section 5. No Strike - No Lockouts

- (1) There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract; nor during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.
- (2) Any employee who violates the provisions of paragraph
 (1) above, shall be subject to disciplinary action up to and including discharge.
- (3) The City will not lock out any employees during the term of this Agreement or while in negotiations for a renewed contract.
- (4) The Association and its members will not interfere with or attempt to interfere with proceedings, the testimony, evidence or cooperation of any member, person, official body or agent or hearing in connection with disciplinary or grievance matters.
- (5) Recognizing the urgency and importance of decisions and actions in the Public Safety Department, no member of the Association will refuse to obey any order unless it requires obvious disobedience of a law, or ordinance. It is intended that orders will be

executed and grievances or wrongs or procedural errors dealt with as provided in this Agreement.

MANAGEMENT RESPONSIBILITY

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Section 6. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: The right to decide the number and location of its facilities, stations, et cetera, work functions to be performed, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules, Regulations, and Procedures governing the operation of the Public Safety Department and the employees therein, except when limited by the expressed provisions appearing elsewhere in this Agreement.

Section 7. It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire; suspend or discharge for just cause; assign; promote, demote or transfer within the Department; and/or lay off employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Provided however and unless otherwise mutually agreed upon, all promotions shall be made in accordance with this Agreement as outlined in "Promotional Procedure" for a Public Safety Corporal, Sergeant, and Lieutenant. Employees shall have the right to process grievances with Section 8 following, if the Association believes the City has violated this

Agreement or its Rules and Regulations relating to employment.

PROMOTIONAL PROCEDURE

PUBLIC SAFETY CORPORAL

Eligibility: Any Public Safety Officer with three years service with the Department of Public Safety who has a valid American Red Cross advanced first aid card and is qualified in the combat shooting course.

Process: The promotional process will include:

- A written examination -- candidates not passing with minimum grade of 70 in each major section (police and fire) will be disqualified.
- 2. A proficiency examination -- candidates failing three or more of the items of the proficiency examination will be disqualified. The proficiency examinations will be scored to compare with other portions of the test by assigning score values as follows:

pass five items ... 100

pass four items ... 85

pass three items . . . 70

pass two items . . . disqualified

pass one item ... disqualified

Each item in the proficiency examination will be practical in nature requiring demonstration or explanation of skills, equipment, or knowledge of procedures actually used in the department and expected of every public safety officer regardless of duty assignment. Failure to complete three of the five items within the standards set on a pass/fail basis for each item disqualifies the candidate.

3. Written evaluations by supervisory and command officers not on furlough -- candidates receiving a summary evaluation of "not qualified" from three or more of the evaluations or an averaged score less than 70 from all evaluations will be disqualified.

Scoring Weight of the phases will be:

a. Written examination 60%

b. Proficiency demonstration 15%

c. Written evaluations 25%

100%

PUBLIC SAFETY SERGEANT

Eligibility: Any Corporal or Public Safety Officer with five year's service with the Department of Public Safety who has a valid American Red Cross advanced first aid card and is qualified in the combat shooting course.

Process: The promotional process will include:

- 1. A written examination -- candidates not passing with minimum grade of 70 in each major section (police, fire, supervision) will be disqualified.
- 2, A proficiency examination -- candidates failing three or more of the items of the proficiency examination will be disqualified.

 The proficiency examinations will be scored to compare with other portions of the test by assigning score values as follows:

pass five items ... 100

pass four items ... 85

pass three items , . . 70

pass two items . . . disqualified

pass one item . . . disqualified

Each item in the proficiency examination will be practical in nature requiring demonstration or explanation of skills, equipment, or knowledge of procedures actually used in the department and expected of every public safety officer regardless of duty assignment. Failure to complete three of the five items

within the standards set on a pass/fail basis for each item disqualifies the candidate.

- 3. Written evaluations by supervisory and command officers not on furlough -- candidates receiving a summary evaluation of "not qualified" from three or more of the evaluations or an averaged score less than 70 from all evaluations will be disqualified.
- 4. Oral interview -- candidates rated below "acceptable" (70)
 by two or more of the three oral board members will be disqualified.

Scoring: Weight of the phases will be:

a.	Written examination	50%
ь.	Proficiency examination	10%
c.	Written evaluations	20%
d.	Oral interview	20%
		100%

PUBLIC SAFETY LIEUTENANT

Eligibility: Any Sergeant and any Corporal not on probationary appointment, who has a valid American Red Cross advanced first aid card and who is qualified in the combat shooting program.

Process: The promotional process will include:

- A written examination -- candidates not passing with a minimum grade of 70 in each major section (police, fire, administration, law) will be disqualified.
- 2. Oral interview -- candidates rated below "acceptable" (70)
 by two or more of the three oral board members will be disqualified.
- 3. Written evaluations by command officers not on furlough -candidates receiving a summary evaluation of "not qualified" from three or more command officers will be disqualified.

Scoring: Weight of the phases will be:

a.	Written examination	50%
ъ.	Oral interview	30%
c.	Written evaluations	20%
		100%

SELECTION AND APPOINTMENT

The candidate successfully completing each phase of the promotional process for the rank for which he is competing and having the highest aggregate ranking among other successfully competing candidates will be appointed. A tie among two (2) or more candidates shall be broken by appointing the candidate having the most seniority of those tied.

The appointment will be for a one-year probationary period which may be terminated by the Director of Public Safety at his discretion.

A medical examination will be required of the successful candidate to qualify him for promotion. Questionable findings or doubts raised by the examining physician will be resolved by the promotional committee created under Section 24.5 of Ordinance 45. Medical rejection by the physician will be accepted by the promotional committee.

In the event that procedural or other problems arise which, in the opinion of the promotional committee, cast doubt on the fairness of the promotional process, all results will be rejected which are affected by such problems and those portions of the promotional process affected will be repeated, or the entire promotional process may be rejected and repeated at a later date.

This promotional procedure is for the existing vacancy only -there will not be an eligibility list affecting future position vacancies;
except that medical rejections of successful candidate for the existing
vacancy will cause appointment of the next highest candidate.

GRIEVANCE PROCEDURE

Section 8. Should a difference arise between the City and the Association or any of the employees covered by this Agreement as to the meaning, application or enforcement of this Agreement and/or the Rules, Regulations and Procedures for the Department, it shall be settled in accordance with the grievance procedure as set forth beginning at the appropriate step.

Step 1. Any employee having a grievance shall first take up the matter with his Shift Commander. If not settled within three (3) calendar days (excluding Saturday, Sunday and holidays), it shall be discussed with the President of the Association. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding Saturday, Sunday and holidays) of the occurrence shall be considered automatically closed, except for extenuating circumstances or as mutually agreed upon by both parties.

Step 2. In the event the grievance is not settled in Step 1, a meeting shall be held between the President and the Director of Public Safety within three (3) calendar days (excluding Saturday, Sunday and holidays) after conclusion of the Step 1 meeting. The decision of the Director of Public Safety shall be given in writing within five (5) calendar days (excluding Saturday, Sunday and holidays) of the end of the meeting (excluding Saturday, Sunday and holidays) unless the time is extended by mutual agreement by both parties.

Step 3. If the Association is not satisfied with the decision at Step 2, the Association, through its President, or his designated representative, may, within five (5) calendar days (excluding Saturday, Sunday and holidays) after date of the decision at Step 2, submit the grievance in writing to the City Administrator, or his designated representative. The Association shall submit its statement of position and all relevant information with such

notice. If the grievance is not so submitted within five (5) calendar days (excluding Saturday, Sunday and holidays), it will be considered closed on the basis of the last disposition.

The City Administrator, or his designated representative, shall meet with the President of the Association, or his designated representative, at which time both parties may have outside representation at such meeting; provided, notice of such intent is given the other not less than twenty-four (24) hours in advance of the meeting.

The City Administrator, or his designated representative, will submit within five (5) calendar days (excluding Saturday, Sunday and holidays) of such meeting the Administration's decision in writing to the Association.

Step 4. In all cases, if the Association is not satisfied with the decision of the City Administrator, or his representative, it shall have five (5) days from date of receipt of the City Administrator's decision in Step 3 to request, in writing, that the matter be submitted to either an Impartial Arbitrator or to the Circuit Court, who shall hold a hearing in the grievance and render an award on the basis of evidence presented thereto.

In the event an Impartial Arbitrator is requested, such Impartial Arbitrator shall be mutually selected or upon failure to agree, selected through the offices of the American Arbitration Association.

The fee and expenses of such Impartial Arbitrator shall be shared equally.

Section 9. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Association.

Section 10. This Agreement shall not deny legal rights provided by law to any employee.

Section 11. Whenever any complaint or charge shall be brought against an employee from external or internal sources which focus the investigation upon an employee subject to this Agreement, the following procedure shall be adhered to, and the employee shall specifically have the right of representation by the Association at every stage of the proceeding.

(1) The employee shall be given a written notice of the nature

- (1) The employee shall be given a written notice of the nature of the investigation. Such notice shall set forth the name of the complainant, the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.
- (2) Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.
- (3) Any order to make a written or oral statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
- (4) The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Departmental disciplinary purposes.
- (5) Any notice of complaint or charge against an employee will be filed within forty-eight (48) hours after the action is taken (excluding authorized leave days and holidays, except when extenuating circumstances prevail, as may be mutually agreed upon by both parties, in which case the charges shall be filed as soon as possible and will follow Step 1 of this section.

Section 12. The President of the Association, or his designated representative, shall only be paid for time actually lost during working hours while attending grievance or disciplinary action disputes between the employer and employee.

The President, or his designated representative, shall be permitted to leave his job, upon request, and after receiving approval of his immediate commanding officer, for the purpose of investigating a grievance in his assigned area. Such representative shall report to his commanding

officer upon completion of his investigation. This right to receive pay for time lost shall not be abused.

Section 13. Any notice of grievance involving discharge or suspension must be filed within two (2) consecutive calendar days after the action is taken (excluding authorized leave days and holidays).

Any employee who is reinstated after discharge and/or disciplinary layoff, shall be returned to the same work or work of a similar class at the existing rate of pay, or as may be agreed to by the parties, as the case may be.

Section 14. All layoff and recall notices and notices of disciplinary and discharge action taken and the reasons therefor shall be in writing and served upon the individual. For the purpose of this Agreement, service of such notice upon the individual shall be effected by personal service of such notice upon the individual or mailing such notice by certified mail to the address of record of the individual. Copy of such notices shall be given to the President of the Association, or his designated representative.

Section 15. An agreement reached between the Administration and the Association Committee is binding on all officers affected and cannot be changed by an individual.

Section 16. Meetings to discuss and dispose of problems or grievances may be held whenever mutually agreed to between the committee and management. A proposed agenda shall be prepared forty-eight (48) hours in advance of meetings.

PROBATIONARY EMPLOYEES

Section 17. A new employee shall be on probation without seniority until he has been employed for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment. An employee may be laid off or teminated at the discretion of

the Director of Public Safety without recourse to the grievance procedure during the probationary period. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he had previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

SENIORITY

Section 18. Each employee, upon the completion of his probationary period, shall be placed on the department seniority list in accordance with Section 17.

When there is an indefinite reduction of the working forces in the department the following procedure shall govern in making layoffs: (Note - Nothing herein shall prevent the Association and the City from negotiating reduced working schedules to curtail layoffs.)

(1) Employees shall be laid off in the reverse order of seniority, provided those who wish to exercise their seniority must be qualified to perform the work required.

Section 19. Seniority shall terminate if an employee:

- (1) Quits or retires.
- (2) Is discharged for just cause.
- (3) If he is absent for three (3) consecutive work days without notifying the City.
- (4) If he is absent for three (3) consecutive work days without justifiable reason.

- (5) Gives a false reason to obtain a leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
- (6) If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.
 - (7) Separation upon settlement covering total disability.

Section 20. Recalls shall be made in the reverse order of layoffs, provided the employee is able to perform the work required in the position classification at the time of layoff.

Section 21. Employees on the seniority list when recalled to work shall be given ten (10) calendar days' advance notice in which to indicate in writing or telegram their desire to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.

- (1) If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.
- (2) It shall be the responsibility of the employee to keep the employer advised of his current mailing address.

Section 22.' When the employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.

Section 23. The City shall keep a true seniority list of all bargaining unit members having seniority rights. Copies shall be given to the Committee once each six (6) months, if requested.

Section 24. Employees shall notify the City of their proper post office address or change of address, telephone number and changes, and they shall be given a receipt from the City that such notices have been given. The City shall be entitled to rely upon the address and telephone number shown upon its records for all purposes.

Section 25. Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City, shall retain and accumulate his bargaining unit seniority, in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

Section 26. Any employee who is elected or appointed to office or position in the Association, which makes it necessary to leave his employment, shall retain his seniority but shall not accumulate seniority during the time he holds this position.

(1) The City will grant a leave of absence, without pay to employees so elected or appointed upon request.

Section 27. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof, except as may be specifically excluded elsewhere in this Agreement.

(1) An employee on an approved leave of absence shall not lose his ranking for seniority.

LEAVES OF ABSENCE

Section 28. Employees who are elected or selected by the Association to accept a full-time assignment with the Union and which assignments takes them away from their employment with the employer, shall, upon written request by the Union to the employer, be given a leave of absence without pay for such purpose, provided that no more than one (1) employee within the bargaining unit shall be granted such a leave of absence at the same time and provided, further, that such leave of absence shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

(1) Employees who are elected or selected by the Association to attend functions of the Association, such as conventions, educational conferences and other Union activities, shall be allowed time off, not to exceed

three (3) working days, without pay, to attend such, provided that the employer is advised in writing by the Association of such intended absences at least three (3) regularly scheduled working days prior to the start thereof, and provided, further, that no more than two (2) employees shall be allowed time off without pay to attend the aforesaid function.

(2) An employee who has a prolonged physical or mental illness or an employee who has such illness in his immediate family shall be granted, upon written request to the employer and submission of proof acceptable to the employer, a leave of absence without pay for a period of time not to exceed three (3) calendar months in any one (1) calendar year; provided, however, that subsequent three (3) calendar months' extension and/or extensions shall be granted to the employee upon the further submission of need and which is acceptable to the employer.

An employee's immediate family, as referred herein above, shall be defined to include only spouse and children of the employee.

- (3) A personal leave of absence, without pay, may be granted for a definite period of time not to exceed thirty (30) days in any one (1) calendar year to an employee whose services can be spared by the employer. Additional extensions of such leave of absence may be granted by the employer.
- (4) Leave of absence obtained under false pretense shall not protect an employee's seniority and his rights thereto.
- (5) Employees who do not return to work within three (3) days after expiration date of their leave of absence shall be considered as having voluntarily terminated their employment unless a provable written excuse, submitted within ten (10) days is accepted by the employer.

SPECIAL ASSIGNMENTS

Section 29. Assignments of employees covered by this Agreement shall be based on Merit, Qualifications, Ability, Seniority and Education.

- (1) Notice of special assignments shall be posted prior to each position opening and the procedure for applying and the selection procedure for the particular position shall be clearly outlined in the notice.
- (2) Public Safety Corporals shall be included in the Detective Bureau

 Commander rotation assignment plan, provided, however, those employees classified

 as Sergeant shall have first priority to such an assignment.

Section 30. Any employee who feels aggrieved in the matter of special assignment will be granted a prompt review by the Director of Public Safety. If the employee is of the opinion that the provisions of Section 29 have not been observed in the making of such special assignments, then the employee so aggrieved may have recourse through the Grievance Procedure, as provided in this Agreement.

NEW POSITIONS

Section 31. If a new position, except as provided in paragraph 31 (2) hereof, should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate may be established by the City for a period not to exceed six (6) months. In establishing the rate, the City shall evaluate the job in accordance with its normal procedure utilizing all factors involved in the job. During this period, the City and the Association shall bargain on the rate of the new classification.

- (1) If no agreement has been reached at the end of such six (6) months, the matter shall be processed through the grievance procedure.
- (2) Notwithstanding anything appearing elsewhere herein, the
 City shall have the exclusive discretion to establish and man any new
 division within the Department including the exclusive right to hire, including
 civilians, assign, transfer, establish all wages and hours of the division for

the duration of this Agreement.

HOURS OF WORK AND SCHEDULING

- Section 32. The normal work week shall be an average of forty (40) hours per week.
- (1) The Department will provide a work schedule by the 18th of each month for the succeeding month. This schedule shall not be changed except for position vacancies, absenteeism and unscheduled or unforeseen work requirements. The trading of work days may be allowed upon mutual agreement between the Employee's command officer and the Employee, provided however, that no such trading of work days shall coincide with the beginning and/or end of the scheduled vacation for such Employee, and provided, further, that the provisions of this paragraph (1) shall terminate on January 1, 1977.
 - (2) It is agreed that the work schedules of employees assigned to specialist duties are subject to rescheduling as required by the inherent nature of their duties.
 - (3) Employees rescheduled shall be notified as soon as possible after the new schedule is completed.
 - (4) Employees called in to work two (2) hours or less prior to the start of their scheduled shift will be permitted to work through their regular shift.
 - (5) Special request for certain leave days must be submitted in writing to the Platoon Commander before the 10th day of the preceding month.

OVERTIME

- Section 33. Employees will be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:
 - (1) Time worked in excess of eight (8) hours on any shift.

- (2) Time worked on previously scheduled off days.
- (3) When an employee is called back to duty, he shall be paid a rate equal to one and one-half (1-1/2) times his regular rate for a minimum of two (2) hours in the performance of any duties as may be required.
- (4) Employees who are scheduled for and do report for Court

 assignments during their off-duty hours shall be guaranteed a minimum to

 two (2) hours pay at the rate of one and one-half (1-1/2) times his regular rate.
- (5) Members of this bargaining unit shall receive a minimum call back time of three (3) hours at the rate of time and one-half (1-1/2) for all Breathalyzer operations. Breathalyzer services shall not be provided other cities unless an emergency situation shall prevail.

Section 34. Employees who work daily overtime will be computed to the nearest one-quarter (1/4) hour.

Section 35. Overtime shall not be pyramided.

TRAINING TIME

Section 36. Training during an employee's regularly scheduled working shift shall not constitute overtime.

- (1) Employees shall be paid at the rate of time and one-half (1-1/2) their prevailing regular rate for required off-duty training on their scheduled days off.
 - (2) Employees shall be paid at their regular prevailing straight time rate, plus double (2x) time for all hours required off-duty training on a designated holiday.
- (3) There shall be no overtime or other additional compensation while an employee is assigned to schools, seminars and special courses outside of the Department.

OVERTIME DISTRIBUTION

Section 37. Every effort shall be made to equalize overtime within the contract year, except for specialists performing their duties.

(1) A rotating list shall be maintained to help equalize opportunity in the distribution of all overtime except for specialists

performing their duties.

- (2) This list shall be posted or available to all members.
- (3) The list will run continuously for the fiscal year. At the beginning of the new fiscal year the list shall revert back to zero (0) overtime for each employee.
- (4) New employees shall be credited with the average amount of overtime computed from the list and shall be entered on the overtime list on the date of their employment.
- (5) The list shall show refusals and acceptances in hours worked for shift call back, minimum shift strength, and shall exclude shift carryover.
- (6) Mandatory overtime shall be assigned to the available man with the lowest seniority with the needed skills after all other available qualified men have refused, except in emergencies.

ATTENDANCE

Section 38.

- (1) Employees shall observe the working hours established by the City.
- (2) Regulations pertaining to tardiness are established by the Departmental Rules and Regulations.
- (3) Habitual tardiness may be cause for disciplinary action, up to and including discharge.
- (4) Any absence that is not authorized, including failure to appear for court dates, under the provisions of the rules in this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. An employee who absences himself for three (3) consecutive scheduled work days without authorization shall be deemed to have resigned.

- (5) Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the Rules, Regulations and Procedures for the Department.
- (6) If an employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor on duty shall be notified at least one (1) hour beforehand, unless prevented from doing so by reasons beyond his control. Failure to do so may result in disciplinary action.
- (7) A continuing balance of each employee's vacation and illness allowance will be kept in the City Comptroller's records.
- (8) All employees of this bargaining unit shall be included in the overtime distribution list and shall be subject to callback overtime, provided, however, that in no instance shall such employee be permitted to work two (2) consecutive shifts and provided, further, that no two (2) employees classified as a Corporal shall be permitted to work the same shift unless otherwise authorized by the Director of Public Safety.

HOLIDAY LEAVE

Section 39. There shall be nine paid holidays observed by all full-time employees within this bargaining unit. The holidays shall be:

New Year's Day (January 1)	1
Washington's Birthday	1
Memorial Day	1
Independence Day (July 4)	1
Labor Day	1
Columbus Day	1
Veterans Day	1
Thanksgiving Day	1
Christmas Day (December 25)	1
Total	9

(1) Employees assigned to the Detective Bureau, Youth Service Division, Traffic Safety Division, and/or any other such specialized

assignments and who are scheduled to work on the day of observance of any designated holiday, as outlined hereinabove, shall receive the designated day off.

- (2) Eligible employees who work on the day of observance of a designated holiday shall be paid at their regular prevailing straight time rate, plus double (2x) time for all hours worked on such designated holiday.
- (3) If a designated holiday is observed on an employee's day off, the employee shall receive eight (8) hours additional pay.
- (4) Employees on a paid sick leave on the day a designated holiday is observed, shall receive the holiday pay herein provided.
- (5) Employees on layoff on the day that a designated holiday is observed shall not receive pay for such holiday.
- (6) Employees who are on vacation on the day a holiday is observed shall receive an additional day's pay.
- (7) For all purposes herein "day of observance" of a designated holiday shall be the actual day of observance as determined by the National Government. For example, if the holiday falls on Sunday and the holiday is observed nationally on Monday, the day of observance for all purposes herein shall be Monday. On 'such occasion Sunday shall not constitute a holiday.
- (8) Holidays herein shall be deemed to start at 7:00 a.m. on the day of observance of the holiday and shall end twenty-four (24) hours later. Such twenty-four (24) hours and only those hours shall constitute the holiday hours.
- (9) The Director of Public Safety shall have sole discretion as to the number of employees to be scheduled to work or to have the day off on any of the designated holidays.

VACATION LEAVE

Section 40. Vacations shall be as follows:

- (1) All full-time employees of this bargaining unit with less than ten (10) years of continuous service shall earn and be entitled to vacation leave, with pay, at the rate of twenty-two and one-half (22-1/2) working days per year following the initial proration of his employment date to the June 1 nearest to the employee's anniversary date.
- (2) All full-time employees of this bargaining unit with ten
 (10) or more years of continuous service shall earn and be entitled to

 vacation leave, with pay, at the rate of twenty-five and one-half (25-1/2)

 working days per year.
 - (3) Vacations shall be awarded in two (2) vacation periods as follows:
 - a. Summer vacations shall be ten (10) vacation days and not less than four (4) leave days, picked by rank and seniority within the uniform patrol division, and awarded in the months of June through October.
 - b. Winter vacations shall contain the balance of vacation days owed each employee and not less than four (4) leave days, picked by rank and seniority with not more than three (3) employees on vacation at one time, and awarded in the months of November through May.
 - (4) The half (1/2) day vacation leave is granted for Good Friday and such shall be awarded as requested by the employee with at least twenty-four (24) hours notice, and conditional upon the need of adequate on-duty manpower. Requests for the half (1/2) day vacation shall be made to the Director of Public Safety.

Section 41. Vacations may be scheduled back-to-back at the start and end of the winter and summer vacation schedules if the individual has sufficient rank and seniority or can make appropriate arrangements with those who do. Requests to combine summer and winter vacations into one vacation

taken during the winter or summer vacation period will be honored within the limits of rank and seniority and the practicalities of scheduling and need for on-duty manpower.

Individual scheduling of vacations shall be in accordance with departmental policy and at the discretion of the Director of Public Safety.

Section 42. When emergencies or other conditions require cancellation of vacation days, the overtime paid according to the prevailing overtime payment policies will be the entire compensation and there will be no rescheduling of the days cancelled.

Section 43. A vacation scheduled during a period of disability leave will be deferred and taken after returning to duty. Any vacation scheduled or falling due thereafter during the same disability leave is forfeited.

SICK LEAVE

Section 44. Sick leave shall be reserved for regular full-time employees. Each such employee may earn and shall be entitled to sick leave with pay at the rate of one (1) working day for each full month of continuous service and such may be accumulated without limitation. The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

(1) Absence of an employee due to personal illness, consultation with doctors and other health reasons shall be charged to accumulated sick leave provided that, (a) the employee, or someone on the employee's behalf, has notified his department or division head or immediate supervisor of the illness at least one (1) hour prior to the beginning of the regular work period to which the employee is assigned, and (b) the employee, upon returning to work can substantiate the claim of personal illness during the period of absence.

- doctor, or other suitable proof of illness may be required for any absence of three (3) or more consecutive working days on account of illness and, provided further, that the City Administrator may require a certificate of illness for any absences of shorter duration caused by illness. All sick leaves shall be subject to such verification as the City Administrator may see fit to require, including examination by a physician designated by the City Administrator.
- (3) Whenever a physician shall be called upon by the City

 Administrator to verify a sickness (under the above-stated provisions or any

 other services required hereunder) the cost thereof shall be at the expense

 of the City.
- (4) Any absence for which a required certificate of illness, or other suitable proof of illness has not been submitted, shall be considered "Absence without leave" and shall result in loss of compensation for such period of absence.
- (5) Sick leave may not be granted in anticipation of future service. Holidays falling within a period of sick leave shall not be counted as sick leave. Sick leave shall not be charged against an employee's current sick leave in the amounts of less than one-half (1/2) day.
- (6) Any employee who reports for work and leaves because of sickness during his tour of duty shall not be charged any sick time loss if he works more than a five (5) hour period. Should the employee leave before he completes three (3) hours of the shift, he shall be charged with one (1) sick day; likewise, should the employee complete more than three (3) hours of the shift, he shall be only charged with a half (1/2) sick day.
- (7) Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
- (8) Members of the Association shall be permitted to donate one or more earned vacation days to another Member of the Association, who is on medical leave due to extended injury or illness, provided, however, that the

following situation exists:

- (a) The member of the Association who is on medical leave has utilized all of his sick leave and personal leave reserve, as well as any earned vacation time.
- (b) The member of the Association who proposes to donate one (1) or more of his earned vacation days shall sign a release form, as may be mutually agreed upon by both parties, which shall guarantee the release of the employer from any obligation to such member for the payment to the individual member so donating any day or days for the benefit of another Association member.
- (9) Any employee shall have the privilege of converting, on an annual basis, three (3) days of his accumulated sick leave into emergency or personal leave and to deduct such emergency or personal leave from his total accumulated sick leave time. Insofar as possible, all such personal and emergency leave requests shall be filed with the employee's immediate supervisor at leasttwenty-four (24) hours prior to the date that such time is to become effective.
- (10) Effective July 1, 1975, upon termination of employment, all regular full-time Employees within this bargaining unit shall be entitled to receive severance pay according to the following stipulations:
 - (a) Provided that at the time employment is terminated, the regular full-time employee has been employed for not less than ten (10) years of prior continuous service.
 - (b) Provided, that based on the regular full-time Employee's current daily salary, such Employee shall receive at the time of the termination of employment, and in one (1) payment as severance pay, an amount equal to his current daily salary for fifty percent (50%) of his unused

accumulated sick leave days.

- (c) At the time of retirement, each regular full-time

 Employee within the bargaining unit shall be credited with

 an amount equal to his current wage rate for his particular

 job classification in the amount of twenty-five percent (25%)

 of his unused accumulated sick leave days, and such shall be

 applied to a paid-up life insurance policy for the Employee.
- (d) In the event of death of any regular full-time Employee within this bargaining unit, while still in the employment of the Employer, the Employee's surviving spouse and/or estate shall receive payment for one hundred percent (100%) of such deceased Employee's unused accumulated sick leave days.

Section 45. As an incentive bonus, there shall be added one (1) bonus day to each Qualified employee's sick leave bank if no sick leave is utilized in a continuous four (4) month period and one (1) bonus day for each additional continuous four (4) month period no sick leave is utilized. Provided, however, any authorized personal or emergency leave which is chargeable to sick leave shall be exempt from this provision.

Section 46. At the close of each fiscal year the City shall give to every employee an accounting indicating the number of sick leave days accumulated and used by each employee during the past year, and the total number of days accumulated since the date of each employee's employment.

HOSPITALIZATION

Section 47. All regular full-time employees of the bargaining unit shall be provided with group life, health and accident, and hospitalization and surgical insurance, and the dependents of such employees shall be covered

by hospital and surgical benefits; all of the above shall be defined to include only the employee's spouse and all children up to and including eighteen (18) years of age.

The employer shall also provide the following:

- (1) Major medical Blue Cross-Blue Shield medical coverage under the above-described group hospitalization and surgical insurance plan.
- (2) Blue Cross-Blue Shield Prescription rider plan added to the above major medical insurance.
- (3) Delta Dental Blue Cross-Blue Shield dental rider added to the above major medical insurance (75%-25% plan).

LIFE INSURANCE

Section 48. The employer shall provide \$10,000.00 life insurance with \$10,000.00 accidental death and dismemberment for all regular full-time employees of the bargaining unit classified as a public safety officer.

The employer shall provide \$15,000.00 life insurance with \$15,000.00 accidental death and dismemberment for all regular full-time employees of the bargaining unit classified as a public safety corporal.

WORKMENS' COMPENSATION

Section 49. Provisions of Workmen's Compensation laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty.

LONGEVITY

Section 50. "Longevity" is defined as "length or duration of

life" and when used in connection with municipal pay is intended to compensate

the employee for long and faithful service.

Section 51. All regular full-time employees receiving longevity pay shall count their continuous service from the date of their last regular full-time employment with the City. In instances where the employee has separated from the City's employment for one or more of the following reasons, after which he returns to employment with the City without delay upon being called back to work, his prior service shall be included with his present service for computing pay due when separation was caused by:

- (1) Service in the Armed Forces of the United States, following which the employee returned directly to the City without accepting employment elsewhere, not, however, exceeding the initial enlistment or the duration of service in a declared war.
- (2) Illness or disability suffered while a regular full-time employee of the City.
- (3) Laid off by the City due to lack of work, lack of funds, or for reasons beyond his control not to exceed thirty-six (36) months.

Section 52. Longevity pay shall be considered part of the regular pay and subject to the payroll and pension deductions.

Section 53. Longevity beneifts shall be paid annually during the month of December. Where an employee's service isterminated for any reason prior to December 1 of any year longevity shall be prorated to the nearest full calendar month completed. Longevity payments shall be paid in accordance with the following schedule:

- (1) \$ 200.00 annually for each employee who shall have completed five (5) years of accumulative service.
 - (2) \$500.00 annually for each employee who shall have completed

ten (10) years accumulative service.

- (3) \$700.00 annually for each employee who shall have completed fifteen (15) years of accumulative service.
- (4) \$800.00 annually for each employee who shall have completed twenty (20) or more years of accumulative service.

CLOTHING ALLOWANCE AND ISSUE AND EQUIPMENT

Section 54. The City shall credit each employee with a uniform allowance of \$250.00 annually, to be applied primarily to the purchase and/or replacement of necessary on-duty public safety clothing and equipment.

Section 55. The City will furnish each employee a list showing the balance of their uniform allowance each July.

Section 56. The City will repair or replace any uniform and personal items (such as watches, glasses, et cetera) broken, damaged or lost in the line of duty, without the negligence of the employee.

Section 57. The following equipment shall be furnished by the Department of Public Safety:

Badges, Insignia of rank and identification

Service revolver or automatic pistol

Uniform belt

Baton and riot baton

Cartridge case

Flashlight, batteries and bulbs

Handcuffs, case and key

Raincoat

Whistle

Holster .

Fire coat
Fire helmet
Fire boots
Fire gloves
Department building key

- (1) In the event that the Director of Public Safety makes a change in the type of uniform required, the first purchase cost shall be assumed by the City.
- (2) The City will provide shotgun racks in each patrol car and installation of such shotgun racks will be made in the front seat area. The City will provide appropriate ammunition for each shotgun.
- (3) The City will provide and issue eighteen (18) rounds of service revolver ammunition, and the amount effectively required to load the service automatic pistol and two (2) magazines, each calendar year with factory loaded ammunition.

LUNCH TIME

Section 58. Each Public Safety Officer shall be entitled to thirty (30) minutes for lunch during his eight (8) hours tour of duty, unless in the case of an emergency.

Section 59. Each employee shall be entitled to a fifteen (15) minute break period during the first half of his shift and a fifteen (15) minute break period during the second half of his shift unless an emergency or urgent service needs shall prevent.

BULLETIN BOARD

Section 60. The City shall provide a bulletin board of adequate size to the Association for the posting of Association business. This board shall be located in the Squad Room or Locker Room in an area acceptable to the Association.

Section 61. Material shall not be posted on the bulletin board which would tend to cause visitors to the Department to think less of the Department or its members or any individual member, or prejudicial to good order or discipline.

DISABILITY LEAVE

Section 62. A "Disability Leave" without loss of earned sick leave may be granted to an employee who has a service-connected injury or disability incapacitating the employee from performing the duties and requirements of his position held with the City.

Section 63. A "Disability Leave" may be applied for by an employee of the City for a service-connected injury or disability under the following regulations:

- (1) Application to be made, in writing, to the City Administrator advising of all of the pertinent facts which are the basis for the application.
- (2) The City Administrator, upon receipt of such application, shall cause the same to be investigated and to prepare written findings, a copy of which shall be furnished to the employee.
- (3) If the findings shall be such so as to deny the "Disability Leave", the employee shall have the right of appeal to the City Council, by filing a written claim of appeal with the City Clerk within five (5) days after receipt of the City Administrator's findings. Upon hearing had, the Council shall make its determination which shall be final and binding on all parties concerned.

Section 64. Any disability leave granted as herein provided shall be subject to and conditioned upon the performance of the following provisions:

- (1) The employee shall have suffered a service-connected injury or disability incapacitating the employee from the performance of the duties of his employment by the City.
- (2) The employee shall have applied for and shall be receiving compensation therefor under the Michigan Workmen's Compensation Insurance Act.

- (3) The employee shall be required to be under the care of
 the City Physician during the first sixty (60) days of his injury or disability
 and shall submit to such physical examinations, treatments and recommendations
 as the City Physician may prescribe, provided that the employee may have
 a physician of his own choosing to be in consultation with the City
 Physician in connection with such examinations, treatments and
 recommendations.
- (4) The City Administrator shall review the disability leave at least every three (3) months during the first year thereof and every six (6) months thereafter during the period of the continuance of such disability leave. The City Administrator shall make his written findings after each such review and provide the employee with a copy thereof. An appeal may be taken therefrom and processed as provided for in Section 63 (3) above.

Section 65. The disability leave shall terminate upon a written finding, by the City Administrator, a copy of which shall be delivered to the employee, upon the determination that any of the following occurrences have taken place:

- (1) When the payment of compensation ceases under the Michigan Workmens' Compensation Insurance Act; or
- (2) When the employee is retired under the provisions of Chapter 16 of the City Charter (Retirement System); or
- (3) When the employee shall discontinue his employment with the City; or
- (4) Upon certification, by the City Physician, that the employee is physically able to return to his regular duties with the City and that the injury or disability which was the basis for the granting of the disability leave no longer prevents the employee from returning to his regular duties.

Section 66. An appeal from any of such findings may be taken and processed as provided in Section 63(3) above.

Section 67. The compensation paid by the City to any employee granted a disability leave during the period thereof, shall represent the amount of the employee's salary or wages which he received at the time of the commencement of such "leave", plus increases periodically allotted to the employee's classification, less the amount the employee shall receive for benefits under the Michigan State Workmens' Compensation Insurance Act, together with the compensation received by the employee from any gainful employment.

Section 68. Where a service-connected injury or disability, for which a disability leave has been granted, shall occur under circumstances creating a legal liability in some other person or the employer of such person, other than the City, to pay damages to such employee or his dependents or their personal representatives, the rights and benefits which are available and accrue to the employer as provided in Section 15, Part III of Act No. 10 of the Public Acts of the State of Michigan for 1912 (First Extra Session, as amended by Section 17.189 M.S.A.) shall inure to the benefit of the City. No employee shall settle or waive any such claim for damages without the written consent of the City Administrator.

Section 69. In individual cases involving undue hardship or other meritorious conditions, the City Council may determine not to reduce the benefits provided for under the above provisions and may increase benefits payable hereunder in such cases as the City Council may determine to be just, merited and warranted.

Section 70. In the event the provisions as hereinabove set forth are significantly amended, revised or repealed by the City Council, this Section (Disability Leave) shall be subject to re-negotiation.

FUNERAL LEAVE

Section 71. In case of the death of a close relative of regular full-time employee, such employee shall be granted, upon order of the employer, an excused absence to attend the funeral with regular straight-time compensation for the purpose of attending the funeral of such relative, the excused absence not to exceed three (3) working days every such occurrence for which an excused absence has been granted, provided, however, the employer may extend such excused absence for an additional two (2) working days whenever the said funeral services are being held at a distance exceeding 500 miles from the Detroit Metropolitan Area, or where mutually agreed extenuating circumstances exist.

(1) "Close relative" in the above Section 71 shall be defined to include, wife, husband, children, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparent-in-law.

OUTSIDE EMPLOYMENT

Section 72. Private employment during off time may be permitted in the cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to perform his duty of employment within the City. Employees who wish to accept outside employment shall receive prior approval from the Director of Public Safety.

PARK PERMITS

Section 73. Upon retirement, each former employee shall receive a regular permit for himself and his immediate family and be afforded the opportunity to rent a boat dock space in accordance with the City Ordinance governing same at this time.

SAFETY AND SANITARY CONDITIONS

Section 74. The City agrees to provide sanitary, safe and healthful station quarters. The City will provide adequate and suitable first aid facilities.

(1) Employees covered hereby, in the performance of their jobs, shall use safety devices and protective equipment which shall be furnished to them hereunder and will comply with the safety, sanitary, and fire regulations issued by the City.

HEALTH EXAMINATIONS AND REQUIREMENTS

Section 75. Each employee covered by this Agreement must maintain a medically acceptable personal physical fitness commensurate with the duties and requirements of the position he occupies. This shall include demonstrating such condition by a physical examination as may be required by the City, at its expense. Failure to do so shall result in disciplinary action up to and including discharge.

PAY PERIOD

Section 76. All employees are to be paid by check every other Wednesday. Checks will be available to the Director of Public Safety insofar as possible at noon on such Wednesday. Each employee shall be paid his scheduled bi-weekly amount, plus overtime worked through the preceding Saturday.

(1) Insofar as possible, if the scheduled payday shall fall upon a holiday, payment shall be made the day prior to the holiday.

COST-OF-LIVING BONUS

Section 77. Employees of this bargaining unit shall be granted a cost-of-living bonus. Payments shall be based upon the geographic cost-of-living index established by the United States Bureau of Labor Statistics for the Detroit Metropolitan Area. The payment shall be made during the month of January, 1976, covering a one-year period from December 1, 1974, to December 1, 1975, and shall be computed as follows:

The average difference between the aforesaid cost-ofliving index as of December 1, 1975, and the initial cost-of-living index as established for December 1, 1974, shall be calculated. For each .4 increase in the said index average, the employee shall received \$0.01 per hour as a cost-of-living bonus, for each hour worked during the said one-year period. Payment of the cost-of living bonus thereinafter shall be calculated on a similar basis and shall be paid annually during each month of January by utilizing the average price index figure of the preceding calculated period and subtracting such from the average price index figures for the immediate past twelve (12) month period for the purpose of calculating each successive year's cost-of-living bonus.

MISCELLANEOUS PERSONNEL POLICY

Section 78.

- (1) Personnel Record: It is agreed that an employee's personnel record shall be reviewed after thirty-six (36) months of satisfactory service and all disciplinary matters appearing therein shall be destroyed; nor shall any prior disciplinary action of more than thirty-six (36) months duration be adversely used in any subsequent disciplinary action.
- (2) Residency Boundaries: Members of this bargaining unit shall be permitted to have unlimited residence boundaries.
- (3) Starting Salary: It shall be the prerogative of management to set the starting salary and the subsequent salary range increases for the four-year new recruit increments.
- (4) Attendance at Association Meetings: Any Public Safety
 Officer who shall be assigned stand-by station duty may be allowed to
 attend Association meetings which are held within departmental quarters,
 subject to the approval of his shift commander.
- (5) Education and/or Experience Requirements: All Public Safety Officers shall have completed two (2) years of college from a recognized and accredited college or university or shall have attained five (5) years of practical police experience by December 31, 1975.
- (6) Continuing Education: The employer shall encourage any employee of this bargaining unit to continue his education by provided, as an incentive, the reimbursement of any personal expenses for tuition costs, provided that the following requirements have been met:
 - (a) The education course was offered through a recognized and/or accredited college or university;

- (b) The employee completed the education course

 and maintained a grade average of "C", or equivalent;
- (c) The employee did not receive any subsistence,

 allowance, grant or aid from any other public

 or private sources while enrolled for the

 particular education course.
- (7) Master Copy of Agreement: It is agreed that the employer shall furnish one (1) master and indexed copy of the new Agreement containing all amendments thereto for the purpose of the Association utilizing the employer's equipment and material to duplicate sufficient copies of the aforesaid Agreement for distribution to its members.

SEPARABILITY

Section 79. This Agreement is subject to the laws of the State of Michigan and, in the event that any provision of this Agreement, at any time, be held in contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

DURATION

Section 80. This Agreement shall be effective from and after July 1, 1975, and shall remain in force and effect up to and including 11:59 p.m. on June 30, 1976.

(1) Future negotiations -- Members of this bargaining unit shall submit any new salary, fringe benefit and/or agreement amendments to the

employer on or before the February 1st preceding the termination date of the current Agreement and the employer shall respond to same within thirty (30) days after receipt of any such proposals.

(2) Extension -- In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on ninety (90) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and seal this Agreement on this 7th day of Tuly, 1975.

For the GROSSE POINTE WOODS POLICE OFFICERS ASSOCIATION:

By: William Desilets

William Desilets

Its: President

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Its: Secretary

For the CITY OF GROSSE POINTE WOODS:

By: Chittie Edu

Chester E. Petersen

Its: City Administrator-Clerk

George S. Freeman Its: Mayor Pro Tem

Section 81

MAINTENANCE OF CONDITIONS

No member of this bargaining unit shall suffer any reduction in benefits as a consequence of the execution of this Agreement unless otherwise specifically provided for in this Agreement.

The parties further agree that all provisions of the City Charter, City Ordinances and Resolutions of the City Council, as adopted hereinbefore or hereinafter and which are not inconsistent with the provisions of this Agreement and which relate to the members of this bargaining unit, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

APPENDIX A

Public Safety Officer Salary EFFECTIVE JULY 1, 1975:

	Base Salary	Shift Differential	<u>Total</u>
Beginning Salary	\$ 12,835.00	\$ 315.00 \$	13,150.00
Step A - 12 months	13,335.00	315.00	13,650.00
Step B - 24 months	14,085.00	315.00	14,400.00
Step C - 36 months	14,835.00	315.00	15,150.00
Step D - 48 months	15,835.00	315.00	16,150.00

EFFECTIVE JANUARY 1, 1976:

		Base Salary	Shift Differential*	<u>Total</u>
Beginning Salary	\$	13,185.00 \$	315.00 \$	13,500.00
Step A - 12 months		13,685.00	315.00	14,000.00
Step B - 24 months		14,435.00	315.00	14,750.00
Step C - 36 months		15,185.00	315.00	15,500.00
Step D - 48 months	= 1 m	16,185.00	315.00	16,500.00

^{*} not applicable to any public safety officer working 65% day shift.

APPENDIX B

Public Safety Corporal Salary EFFECTIVE JULY 1, 1975:

Base	Shift	* * * * * * * * * * * * * * * * * * * *
Salary	<u>Differential*</u>	Total
\$16,685:00	\$ 315.00	\$17,000.00

EFFECTIVE JANUARY 1, 1976:

Base	Shift	
Salary	<u>Differential*</u>	Total
\$17,035.00	\$ 315.00	\$17,350.00

^{*} not applicable to any public safety officer working 65% day shift.