

4407

6/30/2002

AGREEMENT

BETWEEN

BERKLEY PUBLIC SAFETY OFFICER'S ASSOCIATION

AND

CITY OF BERKLEY

1997 - 2002

*Berkley, City of*

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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AGREEMENT

This agreement entered into this Nineteenth day of January, 1998, by and between the City of Berkley, hereinafter referred to as the "City", a municipal corporation, and the Berkley Public Safety Officer's Association, hereinafter referred to as the "Association", representing certain employees in the City, hereinafter referred to as the "employee" or "employees".

ARTICLE I: PURPOSE

The purpose of this agreement is to set forth the wages, hours, and conditions of employment of those employees of the City of Berkley who are members of the collective bargaining unit as subsequently defined in this agreement.

ARTICLE II: RECOGNITION

**201 ASSOCIATION RECOGNITION**

201.1 The City of Berkley recognizes the Berkley Public Safety Officer's Association, represented by the Police Officers Labor Council, as the sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965, for such employees as it represents. The City will negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

**202 MANAGEMENT RIGHTS**

202.1 The Association recognizes the City as the sole authority to control its properties and the maintenance of order and efficiency and the right of the City to establish and maintain rules and regulations governing the operation of the Department and the employees therein and the right to suspend or discharge for just cause. The foregoing is subject only to any seniority rules, grievance procedures, and other express provisions of this agreement as may be hereinafter set forth, providing however, that the recognition herein granted shall in no case supersede or take precedence over the City Charter or the rules and regulations of the City.

**203 NON-INTERFERENCE**

203.1 The City will not interfere with, discourage, restrain, or coerce employees because of their membership in the Association or any lawful activities therein.

**204 ASSOCIATION MEMBERSHIP**

204.1 The collective bargaining unit covered by this agreement shall consist of all Public Safety Officers and detectives employed by the Berkley Public Safety Department, excluding all sergeants, lieutenants, captains, police chief, and all other employees of the City of Berkley.

204.2 This agreement shall not abridge the right of any employee to belong to any other organization whose aims and purposes are not in conflict with the provisions of this agreement.

204.3 For purposes of interpreting the terms of this agreement, the term, "Public Safety Officer" shall be considered as the same as the term, "Police Officer," "Firefighter".

**205 CHECK-OFF OF DUES AND FEES**

205.1 The employer agrees to deduct the Association membership dues and/or collective bargaining service fees from the pay of those employees who individually request in writing that such deductions be made.

**206 AGENCY SHOP**

206.1 The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

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206.2 It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Association by paying the Association's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee as determined by the Association for costs of negotiating and administering this and succeeding Agreements.

206.30 Any employee who has failed to either maintain membership or pay the requisite fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

206.31 The Association has notified him/her by certified letter addressed to her/his address last known to the Association spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the City for termination from employment as provided for herein, and,

206.32 The Association has furnished the City with written proof that the foregoing procedure has been followed.

206.33 The Association will provide to the City, in affidavit form signed by the Association Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

206.4 Upon the demand of the City, the Association agrees that it will defend the City in any legal proceeding brought by a person contesting the administration of this section or the amount of the collective bargaining service fee and to reimburse the City upon its payment of any judgement of damages, costs, or any other court mandated expense.

**ARTICLE III: CONTRACT NEGOTIATIONS**

**301 REPRESENTATION AT NEGOTIATIONS**

301.1 The Berkley Public Safety Officer's Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.

301.2 The City and the Association shall each name a bargaining committee of not more than four (4) persons. Any changes in bargaining committee shall result in a written notification to the other party within ten (10) days.

**302 CONTRACT RATIFICATION**

302.1 A contract shall be considered to be ratified by the Association when the president of the Association delivers to the City written notice that the Association has acted favorably upon the question of ratification. Thereafter, City Council shall act on the question of ratification in the manner provided in the City Charter for the approval of contracts.

302.2 Ratification of a new contract shall be completed only when it has been ratified by both the membership of the Association and by the Berkley City Council.

**303 EXTENSION OF CONTRACT DURING NEGOTIATIONS**

303.1 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.

**304 MODIFICATION OF CONTRACT BY MUTUAL CONSENT**

304.1 In the event that modification of the agreement is desired by either the City or the Association, it may be performed by mutual agreement without altering the remainder of the contract.

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ARTICLE IV: ASSOCIATION ACTIVITIES

401 GRIEVANCE COMMITTEE

401.1 A grievance committee of not more than three (3) members of the Association shall be afforded reasonable time during working hours without loss of pay for the purpose of negotiating with the City, processing grievances and administering or enforcing provisions of this agreement.

402 ASSOCIATION MEETINGS

402.1 The Association may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department. All such meetings on City property shall take place after the regular hours of the City Hall and only upon prior notification of the Director. Reasonable effort will be made to relieve personnel working for said meetings.

403 JOINT RESPONSIBILITIES UNDER ACTS 336 AND 312

403.1 The parties recognize their responsibilities under Act 336 of the Public Act of 1947 as amended, Act 312 of the Public Act of 1969 as amended, and agree to abide by the provisions thereof.

404 STRIKE PROHIBITION

404.1 The members, the Officers, and any representative of the Association shall not call, institute, authorize, participate in, sanction, countenance, recommend, or ratify any strike.

404.2 "Strike" means the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment. This definition shall not be construed to limit, impair, or affect the right of a public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

ARTICLE V: WORKING CONDITIONS

501 DISCIPLINE FOR TARDINESS

501.1 Members reporting for duty after the designated starting time without prior arrangements having been made with the consent of her/his Shift Commander shall be considered tardy and may be subject to disciplinary action up to and including discharge.

502 COMMAND OFFICER RESPONSIBILITIES

502.1 Command officers shall be responsible for the supervision and work of an assigned shift, including care and maintenance of quarters and equipment, control of fires, discipline and personnel training, records and reports, inspection work and other similar supervisory activities, all under the direction of the Director of Public Safety. The Director shall establish minimum manpower requirements.

503 REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

503.1 When an employee uses their personal vehicle for approved transportation on City business such travel shall be reimbursed at the rate of \$0.23 per mile. Mileage shall not be reimbursed for travel to and from work.

503.2 Reimbursements for meals purchased while away on approved City business travel, shall be limited to the actual costs thereof.



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ARTICLE VI: EDUCATION

601 TUITION REIMBURSEMENT

601.1 Full-time permanent members of the Association may receive full or partial payment for the purpose of taking courses directly related to her/his work as determined by the Public Safety Director, including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule:

100% reimbursement for Grade C or above.

601.2 Payments made under the terms of this section shall be reduced by the amount of any other tuition and expense support received by the employee from other sources such as, but not limited to, scholarships, fellowships, veterans' benefits, Federal, State, and Local grants, or any other form of educational support. Employees receiving such support shall report the amount and the source at the time that a claim for reimbursement is submitted.

602 EDUCATIONAL INCENTIVE PAYMENTS

602.10 The City will make an annual educational incentive payment in July to those officers who have accumulated certain course credits earned at institutions of higher education. Credits will be accepted for use in determining the amount of the educational incentive payment only if they shall meet all of the following specifications:

602.11 The credits are based on an accredited college semester system, or an equivalent recognized in advance by the City.

602.12 The credits are documented in the form of certified official college transcripts which it shall be the employee's responsibility to obtain and supply to the City.

602.13 The credits are earned in a course in which the employee obtained a final grade of 'C' or better.

602.14 The credits are earned in courses acceptable to an institution of higher education as meeting it's requirements for successfully completing an educational program leading to an Associates, Baccalaureate, or Master's Degree in the field of police administration and the employee is officially enrolled in one such degree program at the time the credits are earned or transfer credit accepted by the institution.

602.15 The credits are earned within ten (10) years prior to the date of payment unless such credits have formed the basis for an Associates, Baccalaureate, or Master's Degree, and the employee has earned at least four (4) credits during the year prior to the submission deadline specified in Section 602.3

602.2 No payment under the educational incentive program shall be made unless an employee has completed the probationary employment period with the City as a police officer.

602.3 Payments under the educational incentive program will be made in July based upon acceptable credits submitted on or before June 30. At it's option, the City may waive the July payment until September for the sole purposes of permitting an officer to complete a course on which a grade of 'I' (Incomplete) has been received, or to allow time to obtain information necessary to demonstrate conformance with the specifications listed in Section 602.

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602.4 Payments under the educational incentive program shall be in amounts as provided in the following schedule:

Approved Credit Hours or Degrees	Amount
30	\$150.00
62	\$300.00
Bachelor's Degree	\$450.00

**ARTICLE VII: GRIEVANCE PROCEDURES**

**701 GRIEVANCE DEFINED**

701.1 A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement filed with management by either an authorized representative of, or an employee in, the bargaining unit.

701.2 Grievances shall be limited to matters of interpretation or application of express provisions of this Agreement.

**702 INFORMAL DISPOSITION OF GRIEVANCE**

702.1 An employee having a complaint or dispute may take up the matter with the Director of Public Safety to be resolved on an informal basis.

**703 WRITTEN GRIEVANCE**

703.10 A grievance which is not settled by means of the informal process described in Section 702 shall be set down in writing prior to further consideration by the City. The written grievance shall contain the following information.

703.11 The name(s) and employee number(s) of the aggrieved employees;

703.12 The date(s) of the events with which the grievance is concerned.

703.13 The citation of the specific provision(s) of this agreement allegedly misinterpreted by the City;

703.14 A description of the events which brought about the grievance.

703.15 The corrective action requested to be taken by the City.

**704 ASSOCIATION GRIEVANCE REVIEW**

704.1 Prior to submission of a written grievance to the City, it shall be reviewed by the officers of the Association or a committee of the Association established for that purpose.

**705 SUBMISSION OF WRITTEN GRIEVANCE**

705.1 A written grievance must be filed within five (5) working days, of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, otherwise no grievance shall be deemed to exist.

705.2 The procedure for informal disposition of grievances as described in Section 702 shall not, when used, delay or otherwise postpone the time for submission of the written grievance unless such is agreed to in writing by the City.

**706 DISPOSITION OF WRITTEN GRIEVANCES**

706.10 Step 1: The written grievance shall first be submitted to the Director of Public Safety who shall respond in writing within five (5) working days.

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706.20 Step 2: If the response of the Director does not satisfactorily resolve the grievance, it may be submitted to the City Manager within five (5) working days following receipt of the response from the Director of Public Safety. The City Manager shall respond to the grievance in writing within five (5) working days.

706.30 Step 3: If the response of the City Manager does not satisfactorily resolve the grievance, it may be submitted to the City Council within (5) working days of receipt of the Manager's response. The City Council shall respond to the grievance in writing through the City Manager within twenty-five (25) working days.

706.31 The City or the Association may waive review of the grievance by the City Council upon giving written notice thereof to the other party. Notice by the Association shall be given with five (5) working days of receipt of the response of the City Manager. Notice by the City shall be given with five (5) working days of submission of the grievance to City Council.

706.32 When review of a grievance by the City Council has been waived by either the City or the Association, it shall be assumed that, for purposes of further processing and disposition of the grievance, the response of the City Council is the same as the prior response of the City Manager.

**707 MEETING TO RESOLVE GRIEVANCE**

707.1 The Association may request a meeting with representatives of the City for the purpose of resolving the written grievance. Such meeting may be attended by the employee(s) submitting the grievance, not more than two (2) officers of the Association and a staff representative of the Association. City employees while attending such meetings shall be paid their regular straight time rate of pay.

**708 APPLICATION OF TIME LIMITS**

708.1 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits, shall be automatically closed upon the basis of the last disposition.

708.2 The City and the Association may mutually agree to extend any time limit specified in this article.

708.3 For purposes of interpretation of this Article, a working day shall be any day except Saturday, Sunday or Holiday on which City Hall is closed.

**709 GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE**

709.1 When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to her/his personnel record, the Association will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Association.

709.2 Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

709.3 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or worker's compensation that he/she or she may receive.

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

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**710 DISPOSITION OF GRIEVANCES FINAL AND BINDING**

710.1 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Association and any and all unit employees involved in the particular grievance.

710.2 The grievance procedure may not be used for purposes of modifying the terms and conditions of this agreement which are the proper subjects of collective bargaining.

710.3 The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided that in the case of a pay shortage, of which the employee had not been aware before receiving her/his pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files her/his grievance within five (5) working days after receipt of such pay.

**711 ARBITRATION OF CERTAIN GRIEVANCES**

711.1 If the response of the City Council does not satisfactorily resolve a grievance final and binding arbitration of the grievance may be initiated within fifteen (15) working days of receipt of Council's response.

711.20 Initiation of arbitration shall be in the form of written notice to the City Manager of the determination of the Association to have the grievance settled by means of arbitration. Within a ten (10) working day period of receipt of notice that arbitration has been initiated, the City and the Union shall attempt to mutually agree upon and select a person to serve as arbitrator.

711.21 If the City and the Association cannot, or do not, mutually agree upon the selection of an arbitrator, within the ten (10) day period provided, the matter shall be forwarded to the Michigan Employment Relations Commission for the appointment of an arbitrator as provided by the procedures and rules of that agency.

711.30 It shall be the function of the arbitrator, and he/she shall be empowered, except as her/his powers are limited below, after due investigation, to make a written decision regarding the grievance based upon the facts and arguments presented.

711.31 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

711.32 He/she shall have no power to establish wage rates or change any wage.

711.33 He/she shall have no power to change any practice, policy, or rule of the City nor to substitute her/his judgement for that of the City as to the reasonableness of any such practice, policy, rule, or any action taken by the City. Her/his powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; and he/she shall not imply obligations and conditions binding upon the City from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

711.34 He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

711.35 If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

711.4 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the City.

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711.5 The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

711.6 No decision in any one case shall require a retroactive wage adjustment in any other case.

**712 WITHDRAWAL-CONSOLIDATION OF GRIEVANCES**

712.1 The grievance may be withdrawn without prejudice. The grievance may be reinstated up to one (1) week of the withdrawal or lose all status of the grievance. When one or more grievances are involved with similar issues, those grievances may be withdrawn upon agreement between the City and the Union pending the disposition of the representative case. Such mutual agreement must be in writing and will in no way affect the financial liability of those grievances withdrawn.

**ARTICLE VIII: HOURS OF EMPLOYMENT**

**801 APPLICATION OF STATE LAWS**

801.1 The work schedule of Fire Department employees shall be governed by those provisions of the State law or laws that may pertain to this matter.

801.2 In each twenty-eight (28) day period, all employees who are subject to fire fighting services and the hazards thereof shall work twenty (20) workday shifts of eight (8) hours each day as scheduled, and shall receive eight (8) days off. The employee's annual regular work year shall consist nominally of 2,080 hours.

801.3 The practice of firefighters and those subject to the hazards thereof working a schedule providing for a twenty-four (24) shift on duty with a minimum twenty-four (24) rest period between scheduled work shifts and an additional day-off after each two shifts worked is hereby specifically abolished.

**802 TRADING OF LEAVE DAYS - RESCHEDULED LEAVE DAYS**

802.1 An employee shall be permitted to trade work or leave days or hours upon the approval of her/his Shift Commander, which approval shall be in writing and signed by all affected parties. Responsibility for accounting for such trades will not be that of the City; provided, however, the employee agreeing to serving in the place of the regularly scheduled employee shall accept full responsibility for the performance of her/his duties in the same manner as a regularly scheduled employee.

802.20 An employee shall be permitted to reschedule or shift a maximum of one assigned work or leave days per 28 day leave schedule, provided the change does not create a necessity for overtime.

802.21 An employee shall submit to the shift commander written notice of intent to reschedule a leave day not more than 30 days in advance of any work or leave day effected by the schedule change. The shift commander shall grant or deny the intended change in schedule not later than the end of the employee's next following regularly scheduled shift actually worked.

**803 LUNCH PERIOD**

803.1 All employees shall be entitled to one-half hour lunch period during her/his eight (8) hour tour of duty.

**804 JURY DUTY**

804.10 Members of the bargaining unit who are called for service on a jury shall receive their base salary for the period of their absence as follows:

804.11 Employees scheduled on the midnight shift shall be excused from, and receive pay for the entire shift.

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804.12 Employees scheduled on shifts other than the midnight shift shall be excused from, and receive pay for the actual reasonable amount of scheduled work time needed to be in attendance at Court.

804.13 Employees receiving pay from the City for time spent on jury duty shall turn over to the City all amounts they receive from the Court as payment for their jury service appearances.

**805 SHIFT ASSIGNMENTS**

805.1 Except in cases of emergency declared by the Director or an authorized acting director, the department will ordinarily operate from day to day using three consecutive work shifts of eight (8) hours each.

805.2 Each employee shall submit to the Director a request for assignment to one of the three daily work shifts described in Section 805.1 of this Article. Requests shall be submitted not later than January 31st of each year for the period starting on the first Saturday in April, and July 31st of each year for the period starting on the first Saturday in October. The employee may submit a first choice and a second choice of desired shifts. The Director shall grant requested shift assignments based upon the seniority of the employee submitting the request except in cases when the efficient, effective, and orderly operation of the department would be adversely effected thereby.

805.3 The Director may reassign an employee to a specific shift at any time when the efficient, effective, and orderly operation of the department would be better served thereby. If the purpose for such a reassignment can be accomplished on a voluntary basis, selection shall be based upon seniority. Otherwise reassignments shall be based upon the reverse seniority of the affected employees. When the Director must refuse a requested shift assignment or make a shift reassignment, the employee shall be provided a written explanation of the necessity for the denial or change within two (2) days.

805.4 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which later may necessitate the denial of a requested shift assignment, or the reassignment among shifts of one or more employees. If the affected employees object to the proposed reassignment or denial of the requested shift assignment, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

805.50 The following operating conditions shall be considered generally sufficient to warrant the denial of a requested shift assignment, or making a shift reassignment, but shall not supersede the obligations established in Sections 805.3 and 805.4.

805.51 Shift assignment of probationary employees at the sole discretion of the Director.

805.60 There must be a minimum of one (1) range officer available per shift including uniformed command officers without causing or increasing the necessity of overtime.

**806 OVERTIME, PAID TIME OFF NOT PRECLUDED**

806.1 The provisions of this article shall not preclude the City from assigning work for a shift longer than eight (8) hours, or to reduce the number of days off, subject to the provisions of the article in this agreement concerning the compensation of overtime work. Further, the provisions of this article shall not be construed as preventing the employee from taking paid time off for annual leave, sick leave, holidays, etc., consistent with the terms of the appropriate articles found in this agreement.

**ARTICLE IX: HOLIDAYS**

**901 HOLIDAYS**

901.1 Paid Holidays shall be as follows:

one day before New Year's Day  
New Year's Day

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Washington's Birthday  
one-half day on Good Friday  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
one day before Christmas  
Christmas Day

**902 HOLIDAY BUY-BACK**

902.1 Holidays shall be taken as scheduled pursuant to Section 904 of this Article, or be paid in a lump sum at the prevailing hourly rate the last pay period of May each year.

902.2 The annual pay-back shall at minimum be sufficient to reduce an employee's unused, unpaid, accumulated balance to a maximum of eighty (80) hours. This maximum shall not apply to employees whose accumulated balance exceeded eighty (80) hours immediately following the pay-back of May, 1977. In these cases, the maximum shall be the number of hours to the employee's credit following the May, 1977 pay-back, or such lesser number of hours down to eighty (80) hours which may result following annual pay-backs in May, 1978 and thereafter.

**903 PERSONAL DAY**

903.1 In addition to the Holidays described in Section 901, each member of the Bargaining Unit shall receive four (4) paid Personal Days off per fiscal year. Personal Days shall be taken as scheduled pursuant to Section 904 of this Article.

903.2 Personal Days must be used in the year in which earned, and may not be carried from one year to the next, or be bought back.

**904 SCHEDULED USE OF HOLIDAYS AND PERSONAL DAYS**

904.1 Holidays and Personal Days described in this Article may be taken off upon approval of the Shift Commander. The Shift Commander shall grant or deny the requested time off not later than the end of the employee's next following regularly scheduled shift actually worked, subject to the following conditions:

904.2 Granting the time off does not create or increase the necessity for making up a shift shortage.

904.3 The request for the time off is made not more than thirty (30) days in advance of the date requested.

**ARTICLE X: OVERTIME PAY**

**1001 TIME AND ONE-HALF**

1001.1 Employees who are required to work over the normal eight hour day or more than 20 days in a 28 day standard cycle of shifts shall be compensated for such time at one and one-half times their normal salary rate, subject to the fifteen minute grace period provided in Section 1002.

**1002 FIFTEEN MINUTE GRACE PERIOD**

1002.10 The City shall not be required to pay an officer for time worked over her/his eight hour day if such period does not exceed fifteen minutes. Overtime shall be paid in increments of quarter hours according to the following scale:

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1002.11 0-15 minutes overtime - no pay.

1002.12 16-30 minutes overtime - pay for one-half hour, at the rate of time and one-half.

1002.13 31-45 minutes overtime - pay at the rate of time and one-half for three quarters of an hour.

1002.14 46-60 minutes overtime - pay at the rate of time and one-half for one hour.

**1003 ADDITIONAL SHIFT MANPOWER**

1003.1 An employee working overtime for the purpose of adding additional manpower to a shift shall be paid for the time worked at the rate of one and one-half times her/his prevailing hourly rate, with a minimum of three (3) hours.

1003.2 The minimum hours of overtime pay described in Section 1003.1 shall not be paid when overtime work overlaps the start, or end, of an employee's scheduled work shift.

**1004 COURT TIME**

1004.1 Court time outside of regular work hours to be paid at time and one-half, with a minimum of two hours for District Court and three hours for Circuit Court. A minimum of three hours will also be paid for appearances, when so directed by the City, before the Probate Court, Driver's License Appeal Board, Michigan Liquor Control Commission, and State or Federal Parole Hearings.

**1005 COMPENSATORY TIME OFF**

1005.10 An employee may accumulate up to 120 hours of overtime work as compensatory time. Such compensatory time may be taken off upon approval of the Shift Commander at those times when it would not necessitate making up shift shortage. Overtime work at time and one-half rates may be accumulated as compensatory time at time and one-half. Anything in excess of 120 hours shall be paid at time and one-half.

1005.11 Accumulated compensatory time may not be bought back at any time.

**1006 REQUIRED SCHOOL ATTENDANCE**

1006.1 An employee required to attend school outside of in-service training will not be required to work her/his regular shift during the school day.

1006.2 All in-service schools required within the department will be paid at the employee's prevailing hourly rate, or the employee may elect compensatory time as described in Section 1005 of this Article at the rate of 1.5 hours of compensatory hours for each hour in attendance at the in-service school.

**1007 ROTATION OF OVERTIME**

1007.10 Overtime for purposes of filling a shift shortage, created by the absence of an officer from work who is either a member of this bargaining unit or the command officers' bargaining unit, which has been approved pursuant to the authority of the Public Safety Director to make, or delegate, such determinations, shall be assigned based upon the following selection order:

1007.11 Rotating list voluntary assignment of an officer from the short shift.

1007.12 [deleted]

1007.13 Rotating list voluntary assignment of an officer from the shift that precedes the short shift.

1007.14 Rotating list voluntary assignment of an officer from the shift that follows the short shift.

1007.15 [deleted]

1007.160 Directed, non-voluntary, assignment of the officer with the least seniority based upon date of hire. The low seniority employee will be excused if on leave for illness or disability, on emergency or bereavement leave, or on annual leave.



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1007.161 If the low seniority employee is excused, or is not excused, but is otherwise unavailable, the next lowest seniority employee shall then be considered the low seniority employee for purposes of assignment of the overtime work and being excused. This procedure shall be followed, working in reverse seniority, until an employee is assigned and works the overtime.

1007.20 The selection and assignment system described in Section 1007.10 shall not apply in any other situation where overtime may be necessitated, including, but not limited to:

1007.21 Call-backs, early report for duty, working beyond shift change, and similar conditions.

1007.22 Non-patrol sections of the department.

**1008 REQUIRED OVERTIME ON DAY OFF**

1008.1 Any employee required to work on her/his regularly scheduled day off shall be paid at the rate of one and one-half times her/his prevailing hourly rate.

**ARTICLE XI: SICK LEAVE**

**1101 COMPLETION OF PROBATION REQUIRED**

1101.1 Upon completion of the probationary period, each employee will be credited with ninety six (96) sick leave hours.

**1102 MONTHLY SICK LEAVE EARNED**

1102.1 Sick leave shall be earned at the rate of eight (8) working hours per month.

**1103 EVIDENCE OF ILLNESS-TRADING**

1103.1 Granting of sick leave for more than three (3) working days without the necessity of evidence shall be prohibited. Evidence shall consist of a doctor or hospital statement showing illness. No trading of sick leave hours shall be allowed for any reason.

**1104 NOTIFICATION OF SHIFT COMMANDER**

1104.1 To be eligible for sick leave, the employee must notify the Commander of the preceding shift prior to normal reporting time.

**1105 SICK LEAVE ACCUMULATION AND BUY-BACK**

1105.1 The maximum accumulation of sick leave hours shall be 960 hours.

1105.2 On the first pay period after July 1, each year, an employee whose accumulation of unused sick leave hours exceeds the maximum established under the provisions of this Article, shall receive payment, and have the excess hours reduced back to the maximum. The amount of the payment shall be determined by multiplying their current base hourly pay rate times the number of hours that their accumulated unused sick leave exceeds the maximum hours allowed.

1105.3 Upon retirement, an employee shall be paid wages for all accumulated sick leave up to and including 40 days (320 hours) at one-fourth (1/4) her/his wage rate computed on an average of her/his base pay over the last five (5) years; for all accumulated sick leave between 40 days (320 hours) and 75 days (600 hours), he/she shall be paid at one-half (1/2) her/his wage rate computed on an average of her/his base pay over the last five (5) years; for all accumulated sick leave between 75 days (600 hours) and 120 days (960 hours), he/she shall be paid at two-thirds (2/3) her/his wage rate computed on an average of her/his base pay over the past five (5) years.

1105.4 Wage rates for purposes of the retirement buy-back shall be based upon a work year of 2,080 hours.

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**1106 BEREAVEMENT LEAVE**

1106.1 Three (3) days, non-chargeable emergency leave will be granted for death in the immediate family. The immediate family in this case shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren. In addition an employee may use three (3) days sick leave for death in the immediate family.

**1107 FAMILY ILLNESS/INJURY LEAVE**

1107.1 Sick leave may be used for absence due to serious illness or injury in the immediate family. Such absence shall not exceed three (3) days a year. The immediate family, for the purpose of interpreting this section 1107.1 only, shall consist of spouse, father, mother, brothers, sisters, grandchildren and children.

1107.20 The City and the Association recognize their respective rights and obligations pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations.

1107.21 For purposes of interpretation, an employee's accrued compensatory time off hours and accrued holiday time off hours shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which an employee has accrued is exhausted.

1107.22 When paid leave is substituted for unpaid leave as provided under FMLA and section 1107.21 of this agreement, available accumulated time to the employee's credit shall be used and exhausted in the following order; compensatory time, personal days, annual leave, sick leave and holiday time. When time off is for the employee's own serious health condition, available sick leave shall be used and exhausted first then followed by compensatory time, personal days, annual leave and holiday time

**1108 USE OF SICK LEAVE**

1108.10 An employee may draw upon her/his sick leave credit for the following:

1108.11 Bona fide personal illness or injury. If the employee claims illness, the City shall have the right, subject to the grievance procedure, to withhold payment unless a doctor's note is presented to the Public Safety Director.

1108.12 A maximum of three (3) days a year when attendance is necessary in emergencies involving members of the immediate family as outlined in Section 1107 above.

**1109 RECORDS PROVIDED BY CITY**

1109.1 At the close of each calendar year, the City shall provide a list to the Association indicating the number of sick days accumulated during the past year, and the total number of days accumulated since the date of each employee's employment.

**ARTICLE XII: ANNUAL LEAVE**

**1201 ANNUAL LEAVE CREDITS EARNED**

1201.1 Annual leave credits must be earned before taken. An employee shall earn annual leave credits on the following basis:

Consecutive Months of Service	Leave Hours Per Month	Leave Hours One Time Only
0 - 60	7.00	
At 60 Add		40 Winter
61 - 120	10.50	
At 120 Add		40 Winter

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Consecutive Months of Service	Leave Hours Per Month	Leave Hours One Time Only
121 - 180	14.00	
At 180 Add		40 Winter
181 - 240	16.00	
At 240 Add		40 Winter
241 - +	18.00	

1201.2 New employees shall not be eligible to use accrued annual leave credits until they shall have completed six (6) months probationary service.

**1202 SUMMER/WINTER LEAVE DATES**

1202.1 Summer leave shall be taken between April 1 and September 30. Winter leave shall be taken between October 1 and March 31. The date of summer leave may be waived upon approval of the Director, but shall not conflict with previously scheduled winter leave.

**1203 SELECTION OF LEAVE DATES - LIMITATIONS**

1203.1 Priority of selection of annual leave periods shall be determined within each individual shift on the basis of rank first, and then seniority within rank. Dates requested for annual leave shall be submitted prior to the following scheduled dates or choice privileges shall be lost. Choices shall be final with employees losing choice priority by taking their pick after all other employees have been scheduled.

Rank	Summer Vacation	Winter Vacation
Lieutenant	March 1	September 1
Sergeant	March 7	September 7
Patrolmen	March 15	September 15

1203.21 Annual leave of two consecutive work days or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

1203.22 Scheduled annual leave of two consecutive days or less may not be canceled in order to avoid filling a shift shortage caused by another employee calling in sick on the scheduled day(s), or by a change of a command officer's scheduled leave days.

**1204 BUY-BACK AT SEPARATION OF DEATH**

1204.1 Upon separation from service, an employee shall be paid for her/his earned annual leave at her/his prevailing hourly rate. In the event of death, the employee's beneficiary, if designated, or her/his estate shall be paid the accumulated annual leave pay.

**1205 MAXIMUM ACCUMULATION AND BUY-BACK**

1205.1 Annual leave may be accumulated to a total number of hours equal to the product of the employee's current rate of hours credited per month times twelve (12), plus eighty (80) hours.

1205.2 The City, during the month of March, shall buy back an employee's annual leave hours accumulated in excess of the total hours specified in the previous sentence at the employee's then current hourly rate, provided; the accumulation of hours in excess of the maximum occurred as a result of the employee being unable to use scheduled annual leave for reasons solely attributable to the City.

**1206 HOURS EARNED CREDITED AT END OF MONTH**

1206.1 Annual leave hours shall be credited as of the last day of each full month of employment. For purposes of interpreting this Section only, a full month shall be considered to have been worked when a new employee's first day of duty falls on or before the fifteenth of the month, and when an employee's separation occurs on or after the sixteenth of the month.

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ARTICLE XIII PROMOTIONS

**1301 APPLICATIONS, TESTS, POSTING**

1301.1 When there is a permanent vacancy in rank, excepting in cases of combination of administrative offices and reductions of personnel for reasons of economy or efficiency, the position shall be posted within ten (10) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given five (5) working days time to apply for such vacancy.

1301.2 The City Manager shall select an employee to fill a promotional vacancy from among those four applicants who on their written examination receive the highest combined score as calculated according to the terms of Section 1306 of this Article.

1301.3 It is specifically understood that the City Manager shall have complete discretion to select from among the four highest scoring applicants the employee, irrespective of her/his examination score, whom the Manager believes to be best suited for the position to be filled. Grievances, if any, shall be limited to issues concerning the proper execution of the terms of the agreement in the selection of the four final applicants for consideration by the Manager.

**1302 WRITTEN EXAMINATION**

1302.1 The Association shall be provided the opportunity to have a monitor at the giving of written examination. A description of the subject matter to be covered shall be made available at least thirty (30) days prior to the examination.

1303 [deleted: 7/1/94]

**1304 ELIGIBILITY**

1304.1 Eligibility shall include all employees within the collective bargaining unit who have completed three (3) years service in the Department.

**1305 PRIOR ELIGIBLE LIST**

1305.1 Whenever examinations are conducted to fill a position by promotion, the City may, but shall not be required to, consider the names on the eligible list remaining after awarding the promotion for a period of one year from the date of the examination.

**1306 WEIGHTS GIVEN EXAMINATIONS**

1306.1 Weights applied to the written and oral examinations:

Written	100%
Mental Stability	Pass

1306.2 Applicants to pass the written examination with a minimum of 70% before becoming eligible for promotion. In case of equal scores, service and experience in the Department shall govern. The City will inform an applicant of her/his own examination scores if the applicants so requests in writing.

**1307 TEMPORARY APPOINTMENT**

1307.10 A promotional vacancy may be filled by the City on a temporary basis for up to 180 days. The temporary promotion may be made at any time. It shall expire whenever any of the following events first occurs:

1307.11 The regular promotional appointment is made.

1307.12 The time limit for making promotions, (specified elsewhere in this article), expires.

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**1308 PROBATIONARY PERIOD**

1308.1 An employee who receives a promotional appointment, and as a result of the promotion leaves the bargaining unit, may return to the unit if he/she has failed to satisfy probationary requirements of the higher position. Bargaining unit seniority shall not be earned, however, for the period of time that the employee serves in the higher position.

**1309 TIME LIMITS FOR PROMOTION PROCEDURES**

1309.1 The City shall not unreasonably delay the procedures described in this Article for filling promotional vacancies. Excepting delays caused by factors outside the control of the City, promotions shall be completed within 180 days following the occurrence of the vacancy.

**ARTICLE XIV: SENIORITY**

**1401 SENIORITY DATE-PROBATIONARY PERIOD**

1401.1 Seniority of a new employee, an employee transferred from another City department, or a rehired employee who lost seniority upon termination, shall commence after the employee has completed her/his probation period and shall be retroactive to date of employment in the public safety department.

1401.20 The probationary period shall begin at the time that an applicant accepts an offer of employment from the City and continues thereafter until the employee completes one full year of employment as a police officer, after having first previously met the certification requirements of the Michigan Law Enforcement Training Council to perform such duties and responsibilities. Provided, that if at any time during, or following, the probationary period an employee does not successfully complete state training and certification requirements for service as a firefighter, it may be acted upon by the City as a failure to successfully complete the probationary period.

1401.21 Probationary employees' service may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.

1401.22 During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.

**1402 RECORDS PROVIDED BY CITY**

1402.1 A seniority list of all employees shall be furnished the Association by the City once a year.

**1403 SENIORITY RIGHTS**

1403.1 An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

**1404 TERMINATION OF SENIORITY**

1404.10 An employee's seniority and employment shall terminate if:

1404.11 The employee quits, or

1404.12 The employee is discharged, and the discharge is not reversed through the grievance procedures provided in this contract, or

1404.13 The employee is retired, or

1404.14 The employee is laid off for a continuous period of four (4) years or her/his length of seniority, whichever is less, or

1404.15 The employee falsified pertinent information on her/his application for employment.

**1405 LAYOFF AND RECALL**

1405.1 Layoff of employees within the bargaining unit shall be made in order from lowest seniority to highest.

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1405.2 When the working force is increased after a layoff, notice of recall shall be sent to the employee by registered or certified mail at her/his last known address as supplied by the Association. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he/she shall be considered to have voluntarily left the employment of the City.

**ARTICLE XV: INSURANCE**

**1501 HOSPITALIZATION INSURANCE**

1501.1 The City shall assume the cost of Blue Cross-Blue Shield, (BC-BS) MVF-1 Hospitalization plan with the Master Medical II rider and the \$5.00 deductible prescription drug rider for the employee and family, which shall include probationary officers.

1501.20 Effective January 1, 1992 or as soon thereafter that an appropriate reopening becomes available from the carrier, the City shall assume only the cost of the BC-BS Preferred Provider Organization, (PPO) alternative form of service delivery coverage for the benefits described in Section 1501.1 of this Article.

1501.21 An employee may continue, or later select, coverage under the traditional BC-BS program provided it continues to be available from the carrier, and further that the employee reimburse the City by means of payroll deduction for the net additional cost of the traditional BC-BS program. An employee who chooses the traditional BC-BS program must continue for a minimum of six months in that program, or until an appropriate reopening becomes available from the carrier. An employee may only switch from the PPO form of coverage to the traditional form when an appropriate reopening is available from the carrier.

1501.3 The City may purchase medical and hospitalization insurance coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains comparable to the current coverage with Blue Cross. If an alternative insurance carrier is selected, said carrier shall not be a Health Maintenance Organization and shall be a major insurance carrier which markets its health insurance programs on an international basis.

**1502 LIFE INSURANCE**

1502.1 The City shall provide Fifty Thousand Dollars (\$50,000) in double indemnity life insurance payable to designated beneficiary upon death of an employee while on or off duty.

**1503 DENTAL INSURANCE**

1503.1 The City shall provide dental care insurance for each employee and the employee's spouse and dependent children as herein further provided.

1503.2 The dental care insurance policy purchased by the City shall provide the following typical services:

Service Benefit Class	Percent of Dentists Fee Paid By:	
	Insurance	Employee
Class I	100%	0%
Class II	80%	20%
Class III	60%	40%
Orthodontia	50%*	50%

\* Up to lifetime maximum of \$600 .

1503.3 The City shall not be responsible for processing claims for payment or other administrative activities other than for those responsibilities assigned normally to employers by the insurance carrier.

1503.4 The cost of the dental insurance shall be assumed by the City.

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**1504 OPTICAL INSURANCE**

1504.1 The City shall provide an optical care program for each employee and the employee's spouse and dependent children as herein further provided.

1504.20 The optical care program shall consist of a reimbursement by the City up to a maximum amount shown in the following schedule in a twenty-four (24) month period for each covered individual described in Section 1504.1.

1504.21	1997-98	\$250
1504.22	1998-99	\$300

1504.3 The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period

1504.40 Reimbursements described in Section 1504.20 through 1504.22 shall be for the following described services:

1504.41 Eye examinations by a person licensed by the State of Michigan to perform same.

1504.42 Prescription lenses and frames.

1504.43 Prescription contact lenses.

1504.5 Reimbursement shall be based upon paid receipts submitted to the City for services or products described in Sections 1504.40 through 1504.43.

**1505 PHYSICAL EXAMS**

1505.1 The City will inform an employee, who so requests in writing, of her/his own results from any health examination required to be taken by the City. This section shall not be construed as to be binding upon the City with respect to health examinations ordered by the Board of the Public Safety Pension System.

**1506 CONSOLIDATION OF MARRIED EMPLOYEES COVERAGES**

1506.1 The City shall make an annual shared expense savings payment to employees covered under this agreement who choose not to be enrolled under either the health, dental, or optical benefit programs described in this article because they are covered under a similar program for their spouse.

1506.2 The payment amount shall be equal to 40% of the annual actual cash savings to the City in reduced premium expense, but shall not exceed \$1,000 in any fiscal year.

1506.3 Payment amounts shall be computed and paid once per year in July, but may be delayed if necessary rate information from the respective carriers is not available. An employee who receives payment may not subsequently receive City coverage for the remainder of the fiscal year or until the next available reopening if later, unless a change in status occurs which makes continued coverage under a spouse's policy no longer possible.

**ARTICLE XVI: UNIFORMS**

**1601 CERTAIN UNIFORMS PROVIDED BY THE CITY**

1601.1 The City shall select and provide all uniforms and Fire Fighting turnout gear required to be worn by employees.

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1601.2 In order to defray the expenses of cleaning and laundering the employee's uniform or clothing, and related equipment, the City will pay each employee a yearly allowance as shown on the following schedule. The allowance shall be paid in two equal installments during the first five (5) workdays of July and January.

1997-98	\$550.00
1998-99	\$550.00
1999-2000	\$550.00
2000-2001	\$550.00
2001-2002	\$550.00

**1602 REPLACEMENT OF DAMAGED PROPERTY**

1602.1 The City will repair or replace any items broken or damaged, not through the negligence of the employee in the line of duty (such as watches, glasses, etc.).

**1603 CLOTHING ALLOWANCE**

1603.1 Each non-uniformed Detective shall receive a clothing allowance once a year as shown in the following schedule:

1997-98	\$600.00
1998-99	\$600.00
1999-2000	\$600.00
2000-2001	\$600.00
2001-2002	\$600.00

**ARTICLE XVII: PENSION-RETIREMENT**

**1701 ACT 345 PENSIONS**

1701.1 An employee covered by this agreement shall be sustained in a pension fund as a member of the Berkley Public Safety Pension System as set forth in Public Act 345 of 1937 as amended to date, and as modified in this agreement.

1701.2 Pursuant to Section 6 (1)(f), of P.A. 345 "Average Final Compensation," shall mean the average of the 3 years of highest annual compensation received by a member during her/his 10 years of service immediately preceding her/his retirement or leaving service.

1701.30 Pursuant to Section 6 (1)(g), of P.A. 345, a member may elect to obtain employment length of service credit for active military service to the United States Government consistent with the terms and conditions as set forth in the Act.

1701.31 A member may elect to obtain length of service credit for full time prior service as a firefighter, or as a sworn police officer or employee of a law enforcement agency (only as dispatcher, aide, cadet, animal control or code enforcement) in the United States (excluding military service). In order to receive credit, the member shall pay to the retirement system an amount computed in the same manner as provided in Section 6(1)(g) of P.A. 345 for military service credit.

1701.32 For purposes of Section 1701.30 and 1701.31, a member may obtain service credit for only such service as is not and will not be recognized for the purpose of obtaining or increasing a benefit under another retirement system. A member may qualify prior service by making an irrevocable forfeiture of all rights in and to the actual or potential benefit from the other retirement system.

1701.33 Qualifying military service credit must be obtained by the member before qualifying employment service. Not more than a combined total of six years of qualifying military or employment service credit may be obtained by a member.



CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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1701.41 Pursuant to Section 6 (1) e, of P.A. 345, the percentage of average final compensation used to compute a retirement pension shall be 2.5% for the first 25 years of credited service and 1.0% for any years or fractions of years for credited service in excess of 25 years.

1701.42 A regular retirement pension computed pursuant to Section 1701.41 of this Article shall be reduced, if necessary, in sufficient amount so that it shall not exceed 85% of the highest average base wage for any 12 consecutive months during the 36 consecutive months immediately preceding the final day of any employment with the City which increases the employee's credited service for pension purposes.

1701.43 Sections 1701.41, and 1701.42 above, shall only apply to those employees who retire on or after July 1, 1988 and shall not be cause for adjustment of: (1) retirement pensions currently being paid, or (2) vested deferred pensions arising from employment terminations occurring prior to July 1, 1988.

1701.51 Pursuant to Section 6d, of P.A. 345, the City may from time to time consider and adopt benefit programs providing for post retirement adjustments increasing retirement benefits.

1701.52 The full amount of a monthly pension payment that would otherwise be payable, shall be paid for the month in which a retirant, or surviving spouse, dies and shall not be proportioned to the date of death.

1701.53 The benefit payable to any surviving spouse of a retirant, who selected an Option II (50%) survivor benefit before July 1, 1975, shall be computed, or re-computed, as a regular 60% survivor benefit as provided in Section 6h of P.A. 345. No retroactive or partial month adjustments shall be made in payments presently being made to a retirant or surviving spouse as a result of the adoption of this Section. Any payments which heretofore may have been paid in error at 60% to a surviving spouse are hereby ratified and no collection of excess benefits shall be required.

1701.6 An employee who terminates City employment and elects a vested retirement benefit pursuant to Section 6 (1) (d) of Public Act 345, and the spouse or surviving spouse of such an employee shall be eligible only for the retirement pension specifically provided pursuant to Sections 6 (1) (d) and 6 (1) (e) of Public Act 345, and is not eligible at any time for any other benefit or program provided under the terms of this agreement.

1701.7 Effective July 1, 1992 Pursuant to Section 6/(1)(a) of P.A. 345 a member under age 50 who has 25 or more years of credited service may leave the service and receive the full retirement benefits payable as provided in Section 6/(1)(e).

1701.8 Except in cases of disability retirement an employee who gives at least 90 days written notice of voluntary retirement or other separation from employment shall receive a one-time payment equal to one-half percent (0.5%) of her/his annual wage (Schedule A) at the time that the retirement or separation occurs. The payment amount shall increase proportionately to a maximum of one percent (1.0%) for notice given between 90 days and 180 days.

## 1702 INSURANCE FOR RETIREES

1702.1 Retired members of the Public Safety Department who are receiving regular retirement or disability pension payments pursuant to the provisions of the City of Berkley Policemen and Firemen Retirement System shall be eligible to receive hospitalization and life insurance coverages while said retirement payments continue to be paid to the employee or the employee's surviving spouse.

1702.2 Life Insurance shall be in the amount of \$10,000 from the date of retirement until the date the retiree becomes 65 years old. Thereafter, the insurance shall be in the amount of \$5,000. The City shall assume the full expense thereof.

1702.30 Health insurance shall be the same as that provided for currently employed members pursuant to Article XV, Section 1501.1, to the extent that these coverages are available from the insurance company.

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1702.31 The City shall assume the full expense of the hospitalization insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1702.4 The City will continue to make available any riders offered by the carrier to cover dependents which the retiree or the retiree's spouse could pay for themselves.

1702.50 Dental insurance shall be the same as that provided for currently employed members pursuant to Article XV, Section 1503, to the extent that these coverages are available from the insurance company.

1702.51 The City shall assume the full expense of the dental insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1702.60 Optical insurance shall be the same as that provided for currently employed members pursuant to Article XV, Section 1504, to the extent that these coverages are available from the insurance company.

1702.61 The City shall assume the full expense of the optical insurance of the retiree and the retiree's spouse.

1702.7 Dental and optical insurance benefits will be limited to persons who have retired on or after July 1, 1984.

1702.80 As to any employee who retires on or after November 4, 1991, the following Section 1702.81 shall apply which shall supercede and replace any conflicting language in this agreement.

1702.81 Where available, the City may replace traditional coverage with the PPO form of coverage as described in Article XV, Section 1501.20. The provisions of Article XV, Section 1501.21 shall apply if a retired employee does not wish to participate in the PPO form of coverage and desires coverage under the traditional form of BC-BS coverage.

1702.90 Benefits paid by the City under Sections 1702.1 through 1702.9 of this Article XVII, for coverages afforded a "spouse" or "surviving spouse" are limited only to those persons who are, or were, married to an employee covered under this agreement as of the employee's last day of employment with the City prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1701.1 of this Article.

1702.91 A person who marries a retired former employee, or the surviving spouse of a retired former employee shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. However, the cost of such coverage shall be paid by the former employee or surviving spouse by means of deduction from regular pension payments.

**1703 FUNDING OF CERTAIN RETIREMENT EXPENSES**

1703.1 Accumulated sick leave which is paid off at retirement pursuant to Article XI, Section 1105.1 shall be considered an adjunct retirement benefit for state and local law including funding (and millage) purposes but will not be a formal part of the retirement system trust fund provisions. The retirement system will be merely a funding pass-through relative to this adjunct retirement type benefit.

1703.2 The administration of, and obligations under, Article XI, Section 1105.1 are that of the City and not the retirement system, and will continue to be governed by collective bargaining and applicable state law including the Public Employees Relations Act.

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BERKLEY PUBLIC SAFETY OFFICERS

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1703.3 This section 1703.1 through 1703.3 is expressly limited by and will be null and void as to the involvement of the retirement system, but not the City, in the event of any determination by any competent forum with appropriate jurisdiction that this provision, notwithstanding the intent of the City and the Association as described above, adversely affects the qualified status of the retirement system plan.

**1704 PENSION BOARD**

1704.10 One member of the retirement board established pursuant to Section 1 of Act 345 of 1937 as amended, shall be elected by a majority vote of the employees covered under this agreement. The selected retirement board member shall serve until a replacement is duly elected.

1704.11 If the position on the board elected by members of the Association is vacant for more than forty-five (45) calendar days, the President of the association representing Berkley command officers may designate one of its members to fill the vacancy temporarily, until a member is duly elected pursuant to Section 1704.10.

1704.20 The management and operation of the retirement system established under Act 345 of 1937 as amended shall be subject to the provisions of the Act and the rules, procedures, and decisions of the retirement board established pursuant to the Act and are not in any manner subject to the grievance procedure provided in this agreement.

**1705 DISPOSITION OF SAVINGS WHEN PLAN IS FULLY FUNDED**

1705.1 In a year in which the plan is sufficiently well funded that the total amortization payment is equal to or less than -1.00%, (i.e. -1.00%, -1.55%, -2.35%, etc.), of valuation payroll, as shown on the schedule, "Contributions Computed to Meet Financial Objective of the Retirement System" in the "REPORT OF ANNUAL ACTUARIAL VALUATION," submitted yearly to the Board of the pension system by the actuarial firm appointed by the Board, a portion of the resulting savings shall be contributed to United States Internal Revenue Code Section 457 deferred compensation accounts of the employees covered by this agreement in the manner, and subject to the limitations, described below.

1705.20 The total amount to be contributed shall be determined by the following formula:

1705.21 **A = B x C x 20%** where:

1705.22 **A =** The total contribution amount,

1705.23 **B =** The valuation payroll, sometimes referred to as the member payroll,

1705.24 **C =** The absolute value of the total amortization payment percentage, (i.e. 2% is used if the amortization value is -2%).

1705.30 The annual contribution to the pension system by the City that would otherwise be made as provided pursuant to the actuarial valuation shall be increased by the amount of the total contribution amount and shall be used as the source of funds for the contributions to deferred compensation accounts as described in this section of the agreement.

1705.40 The total contribution amount shall be divided equally by the number of active members of the pension system as of the valuation date of the actuarial valuation, into individual contribution amounts. Individual contribution amounts shall be deposited into accounts employees covered by this agreement shall have individually established with a recognized deferred compensation program.

1705.41 No contribution will be made, and the contribution will be forfeited, if an employee does not have an established account at the time the contribution is to be made or if the employee is not eligible under the rules of the relevant deferred compensation program to receive an employer contribution into his or her account.

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1705.42 A recognized deferred compensation program is one that is approved by the City at the time contributions are to be made for the receipt of employee contributions by means of payroll deduction.

1705.50 Prior to making the contributions to deferred compensation accounts, the City shall provide the Association with a report of the calculation of the amounts to be contributed and a list of eligible Association employees. The Association shall approve the report, or a mutually agreeable amendment thereof, prior to the contributions being made.

1705.51 The City shall provide the list described in Section 1705.50 to the Association not more than fifteen (15) days from the date on which the pension board receives and approves the actuarial valuation.

1705.60 The contribution to deferred compensations accounts shall be made not later than the later of:

1705.61 January 31, of the year following the valuation date of the actuarial valuation upon which the total contribution is based.

1705.62 Forty-five (45) days following the date on which the pension board receives and approves the actuarial valuation.

1705.63 Forty-five (45) days following approval of the report by the Association.

**ARTICLE XVIII: WORKER'S COMPENSATION AND INJURY LEAVE**

**1801 PAYMENTS BY CITY-INSURANCE CARRIER**

1801.1 Each regular full time employee or probationary employee occupying a position of a permanent nature who is unable to work as the result of an injury incurred in the performance of her/his job shall receive pay during such disability as follows:

1801.2 During the first seven (7) days, the City shall pay the employee her/his basic weekly wage.

1801.3 After the first seven (7) days, an employee who is eligible for Workmen's Compensation Insurance benefits will be paid such benefits by the City's insurance carrier. The City will pay an employee eligible for Workmen's Compensation benefits the difference between her/his insurance benefit and her/his weekly wage while he/she receive Workmen's Compensation benefits; provided, such dual payments shall not continue beyond twelve (12) months and shall not, at any time, exceed 100% of the employee's base weekly wage subject to IRS deductions.

1801.4 If, upon expiration of the twelve (12) months period covered by Sections 1801.2 and 1801.3 above, the employee is unable to return to work, he/she may elect to use her/his accumulated sick leave, annual leave, holiday leave, and compensatory time off to supplement the difference between her/his regular weekly wage and her/his Workmen's Compensation benefits.

1801.5 The City will continue to provide to employees who are, pursuant to the provisions of this Article, receiving City payments supplementing their Workers Compensation benefit payments, the fringe benefits described in this agreement.

**1802 ELIGIBILITY FOR PAYMENT**

1802.1 To become eligible for injury leave with pay, an employee must report her/his injury to her/his Shift Commander or her/his immediate Supervisor immediately and make himself/herself available for first aid treatment.

1802.2 No employee shall be entitled to her/his regular compensation for absence from duty on account of injuries, if said injuries were not received while acting in the line of duty. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

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BERKLEY PUBLIC SAFETY OFFICERS

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**1803    DISABILITY RETIREMENT NOT PRECLUDED**

1803.1    The terms and provisions of this Article shall not be construed as preventing the City from initiating proceedings for the duty disability retirement of an employee at any time that the City determines that the employee may so qualify under the terms of the retirement plan cited in this agreement.

**1804    EMPLOYEE SAFETY COMMITTEE**

1804.1    Representatives of the City and the Association shall establish and participate in a joint employee safety committee. The regular membership of the committee shall consist of the representatives of the City, the Union, and shall also include the other organizations and associations, engaged in the provision of law enforcement, fire fighting, and emergency medical services if they wish to participate.

**ARTICLE XIX: PUBLIC SAFETY**

**1901    STATEMENT OF POLICY**

1901.1    The City and the Association agree that the provision of Police and Firefighting services by means of one integrated uniform public safety service would serve the interests of the residents and taxpayers of the City of Berkley in receiving such City services in the most cost effective manner under current conditions of available technology and financial resources.

**1902    PUBLIC SAFETY OFFICER**

1902.1    A Public Safety Officer is an employee who, after receiving the appropriate training in the requisite skills, actively serves the City of Berkley in the combined capacity of a professional Police Officer, or Firefighter, as required.

**1903    PUBLIC SAFETY DEPARTMENT**

1903.1    The City shall develop, implement, effectuate, and operate a Public Safety Department for the provision of Police and Firefighting Services.

1903.2    The City encourages all members of the bargaining unit to participate in cross training and to serve as Public Safety Officers.

**ARTICLE XX: PAY, WAGES, AND LONGEVITY**

**2001    RATES OF PAY**

2001.1    The rates set forth in Schedule "A" shall be effective on July 1, 1994. The amount of any payment to an employee made pursuant to the provisions of this agreement which the City must report to either the federal or state government for tax purposes will be included and paid on the next following regular city payroll following the scheduled payment date as provided in the relevant section(s) elsewhere in this agreement regarding that payment.

**2002    PAY ADVANCES**

2002.1    Pay advances prior to vacation leave or emergency leave must be authorized by the Manager's office.

**2003    PAYROLL DEDUCTIONS**

2003.1    No deductions other than those currently being used or specified in this contract shall be mandatory upon the City.

2003.20    The City may make deductions from the pay of an employee:

2003.21    As required by a judicial and/or statutory mandate;

2003.22    To correct an administrative error which has resulted in an employee being overpaid.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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**2004 PAYDAY ON HOLIDAY**

2004.1 A pay day falling on a Holiday shall be paid during the preceding regular working day.

**2005 LONGEVITY PAYMENTS**

2005.1 Each employee shall be entitled to participate in the City's longevity program which is based on her/his annual salary assuming a regular work year. Longevity shall not be based on any overtime or other special benefits paid. An employee with the number of years outlined in the following schedule shall be entitled to longevity payments as a percentage of her/his existing salary payable in her/his first check in December.

Number of full consecutive years completed prior to November 30	Longevity Payment Percentages
5 years	2%
10 years	4%
15 years	6%
20 years	8%

2005.2 An employee whose application for regular or disability retirement has been approved by the Berkley Police-Fire Pension Board, and who separates from City employment for the purpose of receiving said retirement in the next following month, shall at the time of separation be entitled to receive a pro-rated longevity payment based upon the number of months from the most recent November 30th to the last day of employment. If the last day of employment occurs on or after the fifteenth (15), a full month shall be credited.

2005.3 Employees, hired after September 30, 1986, shall be ineligible to receive the longevity payment program benefits described generally in this Section.

**2006 DETECTIVE WAGES**

2006.1 The base salary for the position of Detective as reflected in Exhibit "A" is based upon an amount calculated by adding together the base wage of a Patrolman and the base wage of a Sergeant, and dividing the sum thereof by two (2).

2007 [deleted]

**2008 EMPLOYEES HIRED AFTER JULY 1, 1994**

2008.1 A separate wage scale shall be developed and be incorporated in schedule 'A' which shall be applicable to all persons hired on or after July 1, 1994, for the purpose of providing sworn Public Safety services and who would become subject to the provisions of this agreement.

2008.2 The separate wage scale shall contain the same rate for the employee with sixty (60) months experience as is provided on the standard wage scale in Schedule 'A' for those hired prior to July 1, 1991. However, the entry rate will remain the same as was in effect on June 30, 1994, and maximum pay will be achieved in five years. The step increases shall be adjusted proportionately.

2008.3 In cases it deems just, the City may pay a new employee at the starting rate, or a greater rate, as shown on schedule 'A'.

**2009 PUBLIC SAFETY SERVICES WAGES**

2009.10 For purposes of identifying the levels of compensation on schedule 'A' associated with the various levels of Public Safety training and services, the following Public Safety status definitions will be used:

2009.11 [deleted]

2009.12 PS-II Employees who are trained and serve in a law enforcement and fire fighting capacity.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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2009.13 PS-I Employees who are trained and serve in a law enforcement, fire fighting and emergency medical technician capacity.

2009.2 A employee who is classified in PS-I status shall receive a base salary which is 1.852% more than the base rate of a employee classified in PS-II status. A Detective who is classified in PS-I status shall receive a base salary increment over the Detective with PS-II status equal to the actual difference in base salaries between employees with Public Safety status PS-I and PS-II.

**2010 ACTING SHIFT COMMANDER**

2010.1 When an employee serves as the acting commander of a shift, the employee shall receive the current rate of pay of a Sergeant for that period of time.

**ARTICLE XXI: SEPARABILITY AND SAVINGS**

2101.1 If any provisions of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2101.2 In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or the City for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

**ARTICLE XXII: EFFECTIVE DATE**

2201.1 Except as may be more specifically provided in other sections of this agreement, this agreement shall take effect July 1, 1997 at 12:01 AM, or upon ratification by the parties, whichever is later, and shall continue in effect until midnight of June 30, 2002 .

2201.2 In the event that ratification by both parties occurs later than the effective date specified in Section 2201.1 of this Article, the provisions of this agreement respecting increased wages shall be retroactive to the effective date, and shall be paid with the next regular payroll. Changes in health and welfare benefits will become effective as specified in the agreement or upon completion of necessary arrangements with insurance companies or similar organizations.

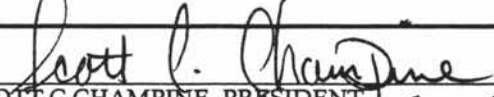
2202.1 If within, and notwithstanding, the term of the agreement specified in Section 2201.1 of this Article, the currently separate public safety services of the City of Berkley and the City of Huntington Woods are merged into essentially one organization providing public safety services to both cities, this agreement will expire on: A) The last day of the month prior to the date when the merger officially takes effect; or, B) The last day of the month following 90 days written notice to the Association of the effective date; whichever is later.

2202.2 If the agreement expires under the terms of Section 2202.1 it is specifically understood and agreed that the terms and conditions of the expired agreement remain in full force and effect, including but not limited to scheduled wage increases, until a successor agreement is ratified.

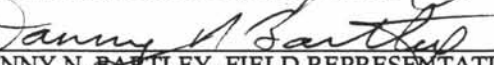
CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on January 19, 1998 .

FOR THE ASSOCIATION:  
BERKLEY PUBLIC SAFETY OFFICERS  
ASSOCIATION

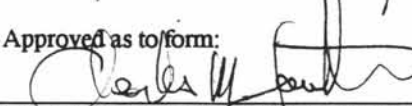
  
\_\_\_\_\_  
SCOTT C CHAMPINE, PRESIDENT

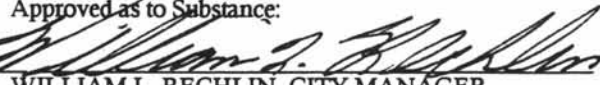
  
\_\_\_\_\_  
MICHAEL E. GARNETT, SECRETARY

  
\_\_\_\_\_  
DANNY N. BARTLEY, FIELD REPRESENTATIVE  
POLICE OFFICERS LABOR COUNCIL

FOR THE CITY:  
CITY OF BERKLEY,  
MICHIGAN

  
\_\_\_\_\_  
JOHN MARK MOONEY, MAYOR

Approved as to form:  
  
\_\_\_\_\_  
CHARLES M. LOWTHER, CITY ATTORNEY

Approved as to Substance:  
  
\_\_\_\_\_  
WILLIAM L. RECHLIN, CITY MANAGER

Attest:  
  
\_\_\_\_\_  
LEONA M GARRETT, CITY CLERK



SCHEDULE 'A'

P.S. STATUS	Start	6	12	18	24	30	36	42	48	48	60
		Months	Months	Months	Months	Months	Months	Months	Months	Months	Months
<b>WAGES - 1997-98</b>											
DETECTIVE		\$49,844	\$51,529	← = Est.							
PUBLIC SAFETY OFFICER (Pre 7/1/91)						\$48,158 \$49,050					
HIRED 7/1/91 TO 6/30/94		\$23,941	\$26,363	\$28,785	\$31,207	\$33,629	\$36,051	\$40,895	\$43,317	\$45,739	\$48,158
HIRED 7/1/94 TO 6/30/97		\$21,910	\$24,535	\$27,160	\$29,785	\$32,410	\$35,035	\$40,285	\$42,910	\$45,535	\$48,158
HIRED ON OR AFTER 7/1/97		\$21,272	\$23,961	\$26,650	\$29,339	\$32,028	\$34,717	\$40,095	\$42,784	\$45,473	\$48,158
<b>WAGES - 1998-99</b>											
DETECTIVE		\$51,339	\$53,075	← = Est.							
PUBLIC SAFETY OFFICER (Pre 7/1/91)						\$49,603 \$50,522					
HIRED 7/1/91 TO 6/30/94		\$24,659	\$27,153	\$29,647	\$32,141	\$34,635	\$37,129	\$42,117	\$44,611	\$47,105	\$49,603
HIRED 7/1/94 TO 6/30/97		\$22,567	\$25,271	\$27,975	\$30,679	\$33,383	\$36,087	\$41,495	\$44,199	\$46,903	\$49,603
HIRED ON OR AFTER 7/1/97		\$21,272	\$24,105	\$26,938	\$29,771	\$32,604	\$35,437	\$41,103	\$43,936	\$46,769	\$49,603
<b>WAGES - 1999-2000</b>											
DETECTIVE		\$52,880	\$54,668	← = Est.							
PUBLIC SAFETY OFFICER (Pre 7/1/91)						\$51,091 \$52,037					
HIRED 7/1/91 TO 6/30/94		\$25,399	\$27,968	\$30,537	\$33,106	\$35,675	\$38,244	\$43,382	\$45,951	\$48,520	\$51,091
HIRED 7/1/94 TO 6/30/97		\$23,244	\$26,029	\$28,814	\$31,599	\$34,384	\$37,169	\$42,739	\$45,524	\$48,309	\$51,091
HIRED ON OR AFTER 7/1/97		\$21,272	\$24,254	\$27,236	\$30,218	\$33,200	\$36,182	\$42,146	\$45,128	\$48,110	\$51,091
<b>WAGES - 2000-2001</b>											
DETECTIVE		\$54,466	\$56,308	← = Est.							
PUBLIC SAFETY OFFICER (Pre 7/1/91)						\$52,624 \$53,599					
HIRED 7/1/91 TO 6/30/94		\$26,161	\$28,807	\$31,453	\$34,099	\$36,745	\$39,391	\$44,683	\$47,329	\$49,975	\$52,624
HIRED 7/1/94 TO 6/30/97		\$23,941	\$26,809	\$29,677	\$32,545	\$35,413	\$38,281	\$44,017	\$46,885	\$49,753	\$52,624
HIRED ON OR AFTER 7/1/97		\$21,272	\$24,407	\$27,542	\$30,677	\$33,812	\$36,947	\$43,217	\$46,352	\$49,487	\$52,624
<b>WAGES - 2001-2002</b>											
DETECTIVE		\$56,100	\$57,997	← = Est.							
PUBLIC SAFETY OFFICER (Pre 7/1/91)						\$54,203 \$55,207					
HIRED 7/1/91 TO 6/30/94		\$26,946	\$29,672	\$32,398	\$35,124	\$37,850	\$40,576	\$46,028	\$48,754	\$51,480	\$54,203
HIRED 7/1/94 TO 6/30/97		\$24,659	\$27,613	\$30,567	\$33,521	\$36,475	\$39,429	\$45,337	\$48,291	\$51,245	\$54,203
HIRED ON OR AFTER 7/1/97		\$21,272	\$24,565	\$27,858	\$31,151	\$34,444	\$37,737	\$44,323	\$47,616	\$50,909	\$54,203

JOINT MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the City of Berkley, and the Berkley Public Safety Officers Association. It shall continue in force until June 30, 2002, or until the City and the Association ratify a labor agreement to succeed the current agreement, whichever is later.

01 Revised Procedure for Scheduling of Vacation

Through June 30, 1998, the following amended language shall be observed in place of the language of the agreement itself as found in Article XII, Annual Leave:

1203.21 Annual leave of one work day or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

From July 1, 1998 Through June 30, 2002, the following amended language shall be observed in place of the language of the agreement itself as found in Article XII, Annual Leave:

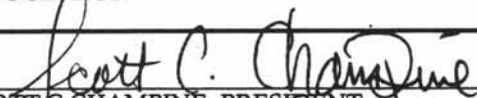
1203.21 Annual leave of less than one work day shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

02 Limitations on Revised Procedure


The experience of the City using the revised procedure described in section 01 above shall continue only so long as the City, in its sole judgement, does not experience an unacceptable increase in overtime expense as a result. To this end, the City, in consultation with the Association, shall annually review overtime costs to determine how much overtime has occurred as a result of the revised procedure and whether it should continue to be observed.

If the City determines that the revised procedure described in section 01 should no longer be observed, the regular language of the agreement shall be observed.

FOR THE ASSOCIATION:  
BERKLEY PUBLIC SAFETY OFFICERS  
ASSOCIATION

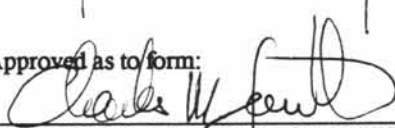
  
SCOTT C. CHAMPINE, PRESIDENT

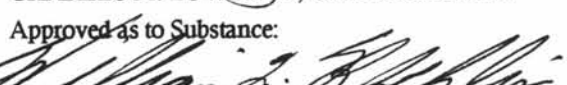
  
MICHAEL E. GARNETT, SECRETARY

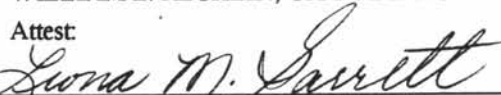
  
DANNY N. BARTLEY, FIELD REPRESENTATIVE  
POLICE OFFICERS LABOR COUNCIL

FOR THE CITY:  
CITY OF BERKLEY,  
MICHIGAN

  
JOHN MARK MOONEY, MAYOR

Approved as to form:  
  
CHARLES M. LOWTHER, CITY ATTORNEY

Approved as to Substance:  
  
WILLIAM L. RECHLIN, CITY MANAGER

Attest:  
  
LEONA M. GARRETT, CITY CLERK

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

JOINT MEMORANDUM OF UNDERSTANDING

2002 m/018

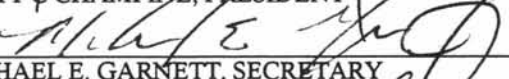
This memorandum of understanding is entered into between the City of Berkley, and the Berkley Public Safety Officers Association. It shall continue in force until June 30, 1997, or until the City and the Association ratify a labor agreement to succeed the current agreement, whichever is later.


1.0 Range Officers

1.1 The objective established under Article VIII, Section 805.60 relative to the availability of a range officer for each of the three shifts may be achieved, if necessary, by means of a temporary single shift assignment of a range officer to a shift without an assigned range officer, or by a range officer earning one hour of compensatory time for each hour worked at the range for a shift without an assigned range officer. Either alternative shall be approved in advance by the Director and shall not cause or increase the necessity for overtime.

FOR THE ASSOCIATION:  
BERKLEY PUBLIC SAFETY OFFICERS  
ASSOCIATION

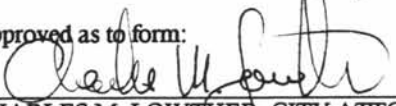
  
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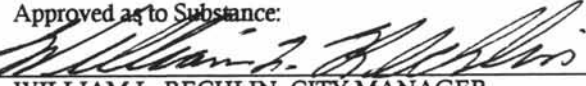
  
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LEONA M. GARRETT, CITY CLERK

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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APPENDIX - AGREEMENT

BETWEEN

BERKLEY PUBLIC SAFETY OFFICER'S ASSOCIATION

AND

CITY OF BERKLEY

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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1997 - 2002 APPENDIX - A  
FORMER MEMBERS OF  
BERKLEY FIRE FIGHTERS LOCAL NO. 811  
BERKLEY PUBLIC SAFETY OFFICERS ASSOCIATION  
CITY OF BERKLEY

This appendix agreement between the Association and the City, recognizes substitute terms and conditions of employment applicable to certain members of the Association who, immediately prior to their becoming members of the Berkley Public Safety Officers Association, were members of Local Union 811, International Association of Fire Fighters.

On the effective date of this appendix, the parties mutually agree that with respect to those employees who are covered by this appendix, the portions of the principal agreement appearing in this appendix shall replace and entirely supersede the terms of the principle agreement. Terms and conditions of employment not covered within this appendix shall be administered according to the provisions of the principle agreement.

The following listed employees, and only these listed employees, are those employees who are covered under the terms of this Appendix:

MARC CHAMBERS  
STEPHEN WHITING

**ARTICLE V: WORKING CONDITIONS**

**404 SUPPLEMENTAL RESPONSIBILITY ASSIGNMENTS**

404.1 Employees who were formerly members of Local 811, I.A.F.F., and who are classified in Public Safety status PS-III, or PS-III-E, shall perform fire fighting and emergency medical services as their continuing primary employment responsibility. At such times as their services are not required for their primary responsibilities, such employees shall provide service in supplemental responsibility assignments.

404.2 The supplemental responsibility assignments are shown in the following list. Assignments not appearing on the list shall be subject to negotiation with the Union prior to implementation.

404.30 Participate in training for those following assignments for which the employee may not currently possess the necessary skills.

404.31 Maintenance and upkeep of firefighting and rescue equipment and vehicles.

404.32 Code enforcement.

404.33 Fire prevention inspections.

404.34 Law enforcement support activities not requiring a sworn Officer.

404.35 Participate and assist in the continuation of training of Police Officers in firefighting and emergency medical care skills.

404.36 Building and housing code inspections.

404.37 C.P.R. instructional activities.

404.38 Crime prevention inspections.

404.39 Home energy management inspections.

404.40 Police communications desk.

404.41 City Hall building complex maintenance and upkeep, (including painting and carpentry).

404.42 Employee safety.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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404.43 Traffic engineering support through data acquisition and compilation.

404.44 Set up voting machines at elections.

404.45 Data entry and computer operations activities.

404.5 Former members of Local 811, I.A.F.F. who have also received law enforcement training and certification and whose Public Safety status classification is PS-II, or PS-I, shall not receive supplemental responsibility assignments other than those law enforcement related assignments which are also typically assigned to all employees with those same status classifications.

**ARTICLE VI: EDUCATION**

**602 EDUCATIONAL INCENTIVE PAYMENTS**

602.5 Former members of Local 811, I.A.F.F. are NOT eligible to receive the educational incentive payments described in this Section of the agreement.

**ARTICLE X: OVERTIME PAY**

**1005 COMPENSATORY TIME OFF**

1005.2 If on the effective date of this agreement an employee, who was formerly a member of Local 811, I.A.F.F., has accumulated compensatory time in excess of 40 hours, that time shall carry forward as such until it is reduced through usage or buy-back to 40 hours. Thereafter, the provisions of this Article shall be in effect.

**1006 REQUIRED SCHOOL ATTENDANCE**

1006.1 An employee required to attend school outside of in-service training will not be required to work her/his regular shift during the school day.

1006.11 With the exception of those employees who were formerly members of Local 811, I.A.F.F., all in-service schools required within the department will be paid at the employee's prevailing hourly rate.

1006.2 With regard to those employees who were formerly members of Local 811, I.A.F.F., if training or schooling is required in excess of the employee's 8-hours work, the additional time will be compensated as selected by the employee, either by the addition of time to the employee's bank of compensatory time off at 1.5 times the excess time in training, or, by pay at straight time rates. If the bank of accumulated compensatory time off is at the maximum hours provided in this agreement, the time in training will automatically be paid at straight time.

1006.3 Regarding former members of Local 811, I.A.F.F., time spent at the Police Academy for basic law enforcement training will be considered as the employee's then current work assignment and no excess training time would be incurred.

**ARTICLE XI: SICK LEAVE**

**1105 SICK LEAVE ACCUMULATION AND BUY-BACK**

1105.10 For purposes of calculating the annual buy-back of unused sick leave accumulation in excess of the maximum accumulation provided in this article, and also the buy-back of accumulated unused sick leave at retirement, the employees shall be classified into three (3) groups, as follows:

1105.12 Group 'A' shall consist of: Public Safety Officer [no current employee] who is a former member of Local 811, I.A.F.F.

1105.13 Group 'B' shall consist of Public Safety Officers, Mark Chambers, and Steven Whiting, who are former members of Local 811, I.A.F.F.

1105.14 Group 'C' shall consist of all employees who are NOT former members of Local 811, I.A.F.F. and therefore, are not in Group A or Group B.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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1105.20 For employees in Group A, and Group B, the maximum accumulation of sick leave hours shall be established individually as follows:

B. Mark Chambers 1,370.5

B. Steven Whiting 1,147.4

1105.21 For employees in Group C, the maximum accumulation of sick leave hours shall be 960 hours.

1105.40 On the first pay period after July 1, each year, an employee whose accumulation of unused sick leave hours exceeds the maximum established under the provisions of this Article, shall receive payment, and have the excess hours reduced back to the maximum. The amount of the payment shall be determined as follows:

1105.41 The payment for employees in Group A shall be calculated using the following formula:

$$\text{Buy Back Amount} = A \times 3 \times 0.714 \times (\$/\$ / 2080)$$

Where:

A = The employee's accumulated unused sick leave hours in excess of the 2,570 hour maximum.

\$\$ = The employee's annual base salary.

1105.42 The payment for employees in Group B, and group C, shall be determined by multiplying their current base hourly pay rate times the number of hours that their accumulated unused sick leave exceeds the maximum hours allowed.

1105.50 Upon retirement, an employee in Group A or Group B shall be paid for all accumulated unused sick leave hours using the following formula:

$$\begin{aligned} 1105.51 \text{ Buy-back} = & (.25 \times A \times C1) + (.50 \times A \times C2) \\ & + (.67 \times A \times C3) + (1.0 \times B \times C4) \end{aligned}$$

1105.52 Where:

A = The average of the employee's base salary rate during the five (5) years prior to retirement.

B = The employee's base salary rate at time of retirement.

C1= The employee's accumulated unused sick leave hours up to one-third (1/3) of the employee's maximum accumulation.

C2= The employee's accumulated sick leave hours in excess of one-third (1/3) of the maximum, up to two-thirds (2/3) of the maximum.

C3= The employee's accumulated sick leave hours in excess of two-thirds (2/3) of the maximum, up to the maximum.

C4= The employees accumulated sick leave hours in excess of the maximum.

1105.7 Wage rates for purposes of the retirement buy-back shall be based upon a work year of 2,080 hours.

**ARTICLE XII: ANNUAL LEAVE**

**1207 UNION BUSINESS PERSONAL DAY**

1207.1 Regarding former members of Local 811, I.A.F.F., one (1) additional personal day shall be granted to one (1) employee who shall be designated for that purpose in writing by the Union. This personal day shall be scheduled as provided in Section 1204.0 .

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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ARTICLE XIII: PROMOTIONS

1304 ELIGIBILITY

1304.1 Eligibility shall include all employees within the collective bargaining unit who have completed three (3) years service in the Department.

ARTICLE XIV: SENIORITY

1406 PUBLIC SAFETY SENIORITY

1406.0 For purposes of interpretation of this agreement, the former membership of Local 811, International Association of Fire Fighters, and the membership of the Berkley Patrolman's Association, shall be considered as a single bargaining unit respecting those matters in which seniority is a factor.

ARTICLE XIX: PUBLIC SAFETY

1904 JOINT MEMORANDUM OF UNDERSTANDING

1904.1 This Joint Memorandum of Understanding is entered into by the City of Berkley, and those employees who were formerly members of Local Union No. 811, International Association of Fire Fighters, AFL-CIO, immediately prior to the inclusion of those employees into the bargaining unit covered by this agreement.

1904.2 The City and the Union mutually agree to participate in good faith in joint planning studies relating to the development and implementation of a voluntary program whereby employees would be trained and serve the City in a dual capacity as a Firefighter and a Police Officer. Said planning studies shall be conducted by committees appointed by the Union and the City, and shall commence within 30 days of the execution by both parties of the heretofore described labor agreement.

1904.3 In consideration of the good faith participation by the Union in the planning and implementation of a dual service program, the City pledges that no current member of the Union as of the date of the execution of this memorandum, will be laid off or discharged from City employment on account of her/his failure to volunteer for, or successfully complete, meet, or comply with any requirement, standard, or probationary period established for participation in the dual service program. This no lay-off pledge shall not in any way preclude the City from discharging or laying off any employee for disciplinary or economic reasons. Such terminations, however, shall be processed as provided in the appropriate sections of the labor agreement between the City and the Union.

1904.4 The parties agree that employees serving in a dual service capacity shall be exempt from the provisions of Section 1 of P.A. 125 of 1925, as amended to date, as permitted under Section 2(e) of the same Act.

ARTICLE XX: PAY, WAGES, AND LONGEVITY

2005 LONGEVITY PAYMENTS

2005.1 Each employee shall be entitled to participate in the City's longevity program which is based on her/his annual salary assuming a regular work year. Longevity shall not be based on any overtime or other special benefits paid. An employee with the number of years outlined in the following schedule shall be entitled to longevity payments as a percentage of her/his existing salary payable in her/his first check in December.



CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS

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Number of full consecutive years completed prior to November 30	Longevity Payment Percentages
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years**	10%

\*\* Applicable only to those employees who were formerly members of Local No. 811, I.A.F.F. immediately prior to coming under the coverage of this agreement.

**2008 PAY WHEN SERVING AS OFFICER**

2008.1 On shifts not worked by Fire Lieutenants the Senior non-supervisory member of the Association who is a former member of Local 811, I.A.F.F., shall receive the Fire Lieutenant's pay for that shift, provided, there are one, or more fire incidents during the time the shift is on duty, excluding false alarms and investigation only type incidents.

**2010.0 PUBLIC SAFETY SERVICES WAGES**

2010.10 For purposes of identifying the levels of compensation on schedule 'A' associated with the various levels of Public Safety training and services, the following Public Safety status definitions will be used:

2010.11 PS-III Employees who continue to serve in their current law enforcement or fire fighting capacity.

2010.12 PS-III-E Employees who continue to serve in their current fire fighting and emergency medical technician capacity.

2010.4 An employee who is classified in PS-III-E status shall receive a base salary which is two percent (2%) more than the base rate of an employee classified in PS-III status. A Detective who is classified in PS-III-E status shall receive a base salary increment over the Detective with PS-III status equal to the actual difference in base salaries between employees with Public Safety status PS-III-E and PS-III.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY OFFICERS


ARTICLE XXI: EFFECTIVE DATE

This Agreement shall have full force and effect on July 1, 1997 and shall continue in effect until midnight of June 30, 2002 .

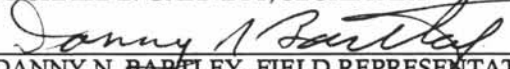
It is intended that this agreement serve as a transitional document recognizing the accretion into the Association of non-supervisory employees who were formerly members of Local Union No. 811, International Association of Fire Fighters.

In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on the Nineteenth day of January, 1998.

FOR THE ASSOCIATION:  
BERKLEY PUBLIC SAFETY OFFICERS  
ASSOCIATION

  
SCOTT C CHAMPINE, PRESIDENT

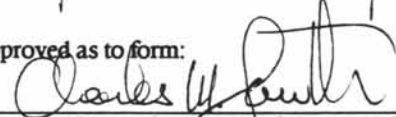
  
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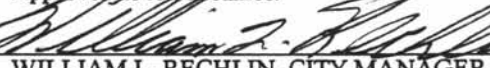
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WILLIAM L. RECHLIN, CITY MANAGER

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LEONA M GARRETT, CITY CLERK