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6/30/99

AGREEMENT

BETWEEN

CITY OF GROSSE POINTE

AND

POLICE OFFICERS LABOR COUNCIL

COMMAND PUBLIC SAFETY OFFICERS: SERGEANTS AND LIEUTENANTS

JULY 1, 1996 - JUNE 30, 1999

Grosse Pointe, City of

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THIS AGREEMENT is between the CITY OF GROSSE POINTE, a Michigan Municipal Corporation (hereinafter referred to as the "City"), and the POLICE OFFICERS LABOR COUNCIL, applying to Grosse Pointe City Command Public Safety Officers: Sergeants and Lieutenants (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

The parties have entered into this Agreement under the authority of Act 379 of the Public Acts of 1965, as amended, to set forth terms with respect to wages, hours, and other terms and conditions of employment, to promote peaceful labor relations for the mutual interest of the parties, and to provide an orderly means of resolving differences.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing effective services to the community. To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2

DEFINITIONS

A. "City" means the Department of Public Safety of the City of Grosse Pointe or the City of Grosse Pointe.

B. "Council", "Lodge" or "Union" means the Police Officers Labor Council, Grosse Pointe City Command Public Safety Officers: Sergeants and Lieutenants.

C. "Member" or "Employee" means any Command Public Safety Officer (Sergeants and Lieutenants), excluding Department Commanders and the Public Safety Director, but including Shift Commanders and Assistant Shift Commanders.

D. "City Manager" means the City Manager of the City of Grosse Pointe.

E. "Department Head" means the Director of Public Safety or his designated representative.

F. "Immediate Supervisor" means the command officer in charge of the shift, or the next higher ranking officer in charge.

G. "Representatives" or "Alternate Representatives" shall be the elected or appointed officers of the Police Officers Labor Council, Grosse Pointe City Command Public Safety Officers. The Council will select two (2) Representatives and no more than one (1) Alternate Representative for each Representative.

H. "Union Representative" means the Police Officers Labor Council Field Representative.

I. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the department, as interpreted or applied under the provisions of this Agreement.

ARTICLE 3

RECOGNITION

The City recognizes the Police Officers Labor Council as the sole and exclusive bargaining agent for all Command Public Safety Officers (Sergeants and Lieutenants), excluding Department Commanders and the Public Safety Director for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement.

ARTICLE 4

UNION SECURITY AND DUES DEDUCTION

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

A. Present employees covered by this Agreement shall, as a condition of employment, either join and maintain membership in the Union, or pay the Union's Service Fee, to the Union, for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.

B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, join and maintain membership in the Union, or pay the Union's Service Fee, to the Union, for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

C. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all members of the bargaining unit. In the event an employee shall not join the Union and execute an authorization for full dues deduction, such employee shall, as a condition of continued employment by the City, execute an authorization for the deduction of a sum representing that employee's proportionate share of such negotiation and contract administration and expenses which shall be a proportionate part of and shall not exceed the amount of Union dues which shall be forwarded to the Union Treasurer. This sum shall be called the "Service Fee". The Union Treasurer shall notify the City, in writing, of the amount to be deducted for such expenses.

D. An employee who shall tender the initiation fee (if not already a member) and the periodic dues uniformly required of a member, or the periodic Service Fees uniformly charged, shall be deemed to meet the conditions of this Article. In the event an employee shall not meet the requirements of this Article, the employee shall be terminated, provided the City and the Union complete the following steps: The Union shall first submit a written request to the City asking for the termination of the employee involved. The City shall notify the employee within seven (7) days that unless the employee meets the requirements of this Article within fourteen (14) days from the date of notice, the employee's services shall be terminated upon the expiration of such 14-day period. This termination shall not be subject to the grievance procedure set forth herein.

E. The City agrees to deduct from the pay of employees who are members of the Union, who individually authorize such deductions, in writing to the City on a form

agreed upon by the parties, an initiation fee and dues uniformly required as a condition of acquiring or retaining membership in the Union. The City further agrees to deduct from the pay of employees who are not members of the Union, but who individually authorize such deductions in writing to the City on a form agreed upon by the parties, a monthly Service Fee. Deductions under this Section shall be made from the second pay check issued in each calendar month, and the amount so deducted shall be forwarded to the Union.

F. The provisions of this Article shall be applicable to the extent permitted by the laws of the State of Michigan or Federal Laws. The Union agrees to save and hold harmless the City from any damages resulting from the enforcement of the provisions of this Article. In the event any action or claims are commenced against the City of recover any sums deducted under this Article, the Union shall reimburse the City for any amounts deducted from any employee's pay and paid to the Union by the City that the City is subsequently required to repay to the employee.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that, except as provided in this Agreement, all matters pertaining to, but by no means limited to the management, operation, performance, and accomplishment of the various municipal functions are vested solely and exclusively with the City and the City retains all rights except as they may be specifically limited or abridged in this Agreement.

ARTICLE 6

REPRESENTATION

SECTION 1. NUMBER OF REPRESENTATIVES.

The Union shall be represented in all contract negotiations with the City by its Representatives or Alternate Representatives and a designee from the Police Officers Labor Council. The Union shall select two Representatives and two Alternate Representatives and inform the City Manager, in writing, of the identity of these Representatives, and Alternate Representatives within a reasonable time after their selection. It is understood that the City will not be obligated to recognize an employee as a Representative or Alternate Representative of the Union until the City Manager has been informed of that employee's representative status in accordance with this paragraph.

SECTION 2. COMPENSATION FOR UNION ACTIVITIES.

In order not to interfere in any way with the duties and responsibilities of the City as a municipal government, it is understood that Union activities shall not be undertaken on duty time except as hereinafter provided:

1. Any one Representative or Alternate Representative shall, with the prior approval of the Director of Public Safety or his designated representative, which approval will not be unreasonably withheld, be permitted reasonable time to investigate a grievance during duty time without loss of pay or benefits. The privilege of Representatives and Alternate Representatives to leave their work during duty time is

extended with the understanding that the time will be devoted to the prompt investigation of grievances and will not be abused.

2. A maximum of two (2) Representatives, Alternate Representatives or combination thereof and a field representative from the Police Officers Labor Council will be allowed to participate in contract negotiations, grievance meetings and other meetings with the City at mutually agreeable times and places. The Representatives and Alternate Representatives shall not suffer any loss of pay or benefits if such meetings occur during duty time. Every effort will be made to schedule such meetings at times convenient for the parties.

SECTION 3. REPRESENTATION AT ARBITRATION HEARINGS.

Union members requested to attend Arbitration Hearings by the City shall not suffer any loss of pay or benefits if such Hearings occur during duty time. Representatives, Alternate Representatives, Union witnesses or other Union Members, not expressly requested to attend Arbitration Hearings by the City, shall not be compensated for any loss of pay or benefits caused by the attendance at such Hearings even if such Hearings occur on duty time. The City agrees to be flexible in scheduling the work force so as not to preclude Union Members from attending Arbitration Hearings as long as there is no interference with the protection of the City.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. INTENT.

It is the intent of the parties that this procedure shall serve as a peaceful means for the resolution of any dispute that may arise between them concerning the application and interpretation of this Agreement. To that end, the informal resolution of grievances at the lowest level possible is encouraged.

SECTION 2. PROCEDURE.

Step 1. An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of a Representative or Alternate Representative. The parties shall make every effort to reach a satisfactory settlement at this point.

Step 2. If the grievance has not been settled, it shall be reduced to writing and submitted to the Public Safety Director or his designated representative within seven (7) calendar days of the date of the incident or situation giving rise to the grievance, or within seven (7) days of the date when the employee becomes aware of the occurrence of the incident or situation. The Public Safety Director or his designated representative shall discuss the grievance with the Representative and the aggrieved employee and render a

written answer within seven (7) calendar days after receipt of the grievance.

Step 3. If the grievance has not been settled, it shall be presented in writing to the City Manager within seven (7) calendar days after receipt of the written answer of the Public Safety Director or his designated representative. The City Manager shall discuss the grievance with the Representative or Alternate Representative and render a written answer within seven (7) calendar days after receipt of the grievance.

Step 4. If the grievance has not been settled, the Representative or Alternate Representative may present a written request to the City Manager within seven (7) calendar days after he has furnished his answer at Step 3 requesting that the grievance be appealed to the Mayor and the City Council. Upon receipt of such a request, the City Manager shall arrange a meeting for the purpose of acting upon the grievance. Any such meeting shall be held not later than the next regularly scheduled City Council meeting following receipt of the request, provided that the request is received by the City Manager at least five (5) calendar days before the date of the City Council meeting. Such time may be extended by mutual agreement. The City Council's written answer shall be

furnished within fourteen (14) calendar days after the meeting.

Grievance procedure time limits may be mutually extended, in writing. Any grievance which is not appealed to the next step within seven (7) calendar days after an answer is given shall be considered to be settled on the basis of the last answer. Any grievance which is not answered by the City within the required time limits shall advance to the next step.

SECTION 3. ARBITRATION.

Any unresolved grievance which relates to the interpretation, application, or enforcement of any specific Article and Section of this Agreement and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. The Union shall notify the City in writing of the request within twenty (20) calendar days of receipt of the City Council's written answer. If the parties are unable to agree upon an arbitrator, they shall refer the matter to the Federal Mediation And Conciliation Service for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the Federal Mediation And Conciliation Service.

2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:

- a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law.
- b. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
- c. Limiting or interfering in any way with the powers, duties, or responsibilities of the City, under its Charter or applicable law.
- d. Changing, altering, or modifying any practice, policy or rule presently established by the City so long as such practice, policy or rule does not conflict with this Agreement.
- e. Implying any restriction or condition binding upon the City which falls within the exercise of rights set forth in Article 5 of this Agreement entitled "MANAGEMENT RIGHTS AND RESPONSIBILITIES".

3. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within seven (7) calendar days after receipt of such pay.

4. The City and the Union recognize that, in the event an employee is suspended, laid off, discharged or otherwise removed from the City payroll, that employee has the obligation to mitigate his damages. Therefore, all claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation, and/or compensation received for

employment obtained subsequent to his removal from the City payroll. Compensation received for employment obtained subsequent to an employee's removal from the City payroll will only be set off up to the number of hours the employee was working for the City at the time of his removal from the City payroll.

5. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

6. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

7. The expenses of the arbitrator shall be shared equally by the parties.

SECTION 4. POLICY GRIEVANCE.

A grievance affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

SECTION 5. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Union and the City or his designated representative by mutual agreement.

ARTICLE 8

DISCIPLINARY ACTION

The City shall not discharge, suspend, or discipline any seniority employee without just cause. All seniority employees shall have the right to be represented at all disciplinary conferences or procedures if they so request. Notification shall be given to a Union Representative within a reasonable time after any disciplinary action taken against any seniority employee which results in official entries being added to his personnel file. Any action taken pursuant to this section shall be subject to the grievance and arbitration procedures. Any seniority employee may request an investigation as to his discharge or suspension by filing a grievance through the grievance procedure. A grievance protesting a discharge or suspension shall be taken up at the third step of the grievance procedure and is subject to the time limits set forth therein.

ARTICLE 9

HEALTH, SAFETY AND OUTSIDE EMPLOYMENT

SECTION 1. HEALTH AND SAFETY.

The City and the Union will cooperate in the continuing objective to eliminate accidents and safety hazards.

SECTION 2. OUTSIDE EMPLOYMENT.

Private employment or self-employment during off-duty hours or off days is permitted in cases where its performance does not conflict with the City's interest and

does not reduce the employee's ability to perform duties of his employment with the City. Employees who presently are engaged or who in the future may engage in outside employment shall notify the Director of Public Safety in writing setting forth the general nature of the outside employment and of the anticipated hours of work.

ARTICLE 10

SENIORITY

SECTION 1. SENIORITY DATE.

Seniority shall be determined first by the employee's rank, second by the date of rank, and finally, by the employee's length of service in the Grosse Pointe City Public Safety Department and its predecessors, Grosse Pointe City Police Department and Grosse Pointe City Fire Department. Seniority in rank shall commence upon completion of a probationary period of one (1) year and shall be retroactive to the date of last promotion. Probationary employees who, in the opinion of the City, are not satisfactory, may be returned to their former rank at the discretion of the City subject to the grievance procedure.

SECTION 2. LOSS OF SENIORITY.

An employee shall forfeit his seniority rights only for the following reasons:

1. Resignation.
2. Dismissal and is not reinstated.

3. Absent without leave for a period of two (2) duty days or more.
(Exceptions to this may be made by the City on the grounds of good cause for failure to report.)
4. Retires on regular service retirement or duty disability retirement.
5. A leave of absence for more than one (1) year. There shall be no loss of accumulated seniority for leaves of absence not exceeding one (1) year. An employee will not accumulate any additional seniority for any purpose during a leave of absence.

SECTION 3. SENIORITY LISTS.

A seniority list shall be furnished to the Union by the City once each year. The seniority list shall include rank and departmental seniority.

SECTION 4. SCHEDULING OF FURLOUGHS.

The choice of furloughs shall be by seniority in rank provided such does not interfere with the orderly and efficient operation of the Department, but the final right to the scheduling of furloughs shall be exclusively reserved to the City.

SECTION 5. REDUCTION IN FORCE.

In the event there is a reduction in the number of sergeants or lieutenants, the sergeants or lieutenants shall be reduced by seniority in rank and shall be permitted to transfer to the next lower grade status in line with their departmental seniority. Employees who have reached voluntary retirement age will first be advised of the force reduction and given an opportunity to voluntarily retire. In the event of a layoff, the City will notify the employees to be laid off, and a Union Representative, in writing, thirty (30)

calendar days prior to the date of the layoff. This notification to the Union Representative shall be for the purpose of allowing the City and the Union an opportunity to discuss alternatives to a layoff and shall in no way be construed to restrict the City's power to reduce its force by laying off employees.

SECTION 6. TRADING OF DAYS AND SHIFTS.

Subject to the City's manpower needs, employees may trade work days, leave days, or shifts with reasonable notice to and the approval of, the Director of Public Safety or his designated representative.

ARTICLE 11

HEALTH EXAMINATIONS

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

ARTICLE 12
DISABILITY LEAVE

SECTION 1.

A disability leave may be granted to an employee of the City for a service-connected injury or disability provided such leave is applied for in writing setting forth all of the pertinent facts which are the basis for the application.

SECTION 2.

Any disability leave shall be subject to and conditioned upon the following:

- a. The employee shall have suffered a service-connected injury or disability incapacitating him from the performance of the duties of his employment by the City.
- b. The employee shall have applied for and shall be receiving compensation under the Michigan Worker's Disability Compensation Act.
- c. The City may require the employee to periodically submit to a medical examination by a City-appointed physician at the City's expense as a condition of receiving disability leave benefits.

SECTION 3.

A. Employees Assigned To Twenty-Four (24) Hour Duty Shifts.

The compensation paid by the City to any employee who is assigned to a twenty-four (24) hour duty shift and who is granted a disability leave shall be equivalent to the amount of the employee's wages, including scheduled overtime, which he was

receiving at the time of the commencement of such disability leave less the amount the employee shall receive for benefits under the Michigan Worker's Disability Compensation Act, together with the compensation received by the employee from employment for any other employer, from gainful self-employment, or from unemployment compensation insurance.

B. Employees Assigned To Eight (8) Hour Duty Shifts.

The compensation paid by the City to any employee who is assigned to an eight (8) hour duty shift and who is granted a disability leave shall be equivalent to the amount of the employee's salary or wages which he was receiving at the time of the commencement of such disability leave less the amount the employee shall receive for benefits under the Michigan Worker's Disability Compensation Act, together with the compensation received by the employee from employment for any other employer, from gainful self-employment, or from unemployment compensation insurance.

SECTION 4.

Disability leave and benefits paid shall cease immediately under any one of the following conditions:

1. The injured employee refuses to submit to examination by a City-appointed physician; or
2. Payment of compensation under the Michigan Worker's Disability Compensation Act ceases; or

3. The employee is retired under the Employees' Retirement System of the City Charter; or retired pursuant to the provisions of Appendix E - Duty Disability Retirement Benefits; or
4. The employee discontinues his employment with the City; or
5. Upon certification by a City-appointed physician that the employee is physically able to return to his employment with the City. In the event an employee disputes a finding that he is physically able to return to his employment with the City, he should secure his own physical examination and, in the event there is a conflict in the determination of the doctors regarding this matter, the dispute shall be resolved by a third doctor mutually agreed upon by the doctor appointed by the City and the employee's doctor.
6. Sixteen (16) weeks from the date upon which the employee is eligible to receive Worker's Compensation Benefits under the Michigan Worker's Disability Compensation Act. A public safety officer who needs an extended disability leave for longer than the sixteen (16) weeks specified in this Section may request such leave from the City Council.

SECTION 5.

No provision of the disability leave shall be applicable nor shall disability leave benefits be paid by the City if an employee is injured while employed with another employer or while self-employed.

ARTICLE 13

SICK LEAVE

Sick leave shall be reserved for regular full-time employees. Each officer assigned to twenty-four (24) hour duty shifts may earn and shall be entitled to sick leave with pay at the rate of eleven (11) duty days every two (2) years with accumulation up to a maximum of seventy-five (75) duty days. An officer working an eight (8) hour, forty (40) hour workweek will be allowed to accumulate up to one hundred fifty (150), eight (8) hour sick days. The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

1. Absence of an employee due to personal illness, or consultation with doctors shall be charged to accumulated sick leave provided that:
 - a. the employee or someone on the employee's behalf, has notified his department head or division head or immediate supervisor of the illness at least two (2) hours and if possible eight (8) hours prior to the beginning of the regular work period to which the employee is assigned, and
 - b. the employee, upon returning to work can substantiate the claim of personal illness during the period of absence.
2. A certificate of illness, prepared by the employee's licensed medical doctor at the employee's expense or other proof of illness deemed

suitable by the City may be required for any absence of two (2) or more consecutive working days on account of illness and, provided further, that the City may require such certificate of illness or proof for any absences of shorter duration caused by illness. All sick leave shall be subject to such verification as the City may see fit to require, including a re-examination by a physician designated by the City.

3. When the City designates a physician other than the employee's physician to verify a sickness (under the above-stated provisions or any other services required hereunder) the cost thereof shall be at the expense of the City.
4. Any absence for which a required certificate of illness or other suitable proof of illness if requested, has not been submitted, shall be considered "Absence Without Leave" and shall result in loss of compensation for such period of absence.
5. Sick leave may not be granted in anticipation of further service or for any injury or illness occurring in employment other than for the City of Grosse Pointe. Holidays falling within a period of sick leave shall not be counted as sick leave. Sick leave shall not be charged against an employee's current sick leave in amounts of less than one-half (1/2) day.

6. Any employee who reports for work and leaves because of sickness during his tour of duty shall not be charged any sick time loss if he works more than a twenty (20) hour period. Should the employee leave before he completes eight (8) hours of the shift, he shall be charged with one-half (1/2) sick day.
7. Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
8. a. As of July 1, 1979, each former firefighting employee with five (5) or more years of service shall have: (a) an opening sick leave credit of thirty (30) duty days, plus (b) an additional one-time emergency sick leave credit of fifteen (15) duty days, which emergency sick leave credit will not be counted as part of the authorized accumulation of sick leave. The emergency sick leave bank of fifteen (15) duty days may be used only under the following conditions:
 1. When the regular sick leave bank is exhausted and no balance remains; and
 2. When the illness or injury charged to the sick leave bank is of five (5) or more working days.

- b. On January 1, 1980, those Public Safety Officers who were police officers prior to July 1, 1979 had their bank of eight (8) hour sick days converted to duty days on a basis of two (2) eight (8) hour sick days equalling one (1) duty day, with a maximum accumulation of seventy-five (75) duty days.
9. Accumulated sick days shall be paid out upon termination of the employment relationship under only the following condition: An employee who retires under the provisions of Chapter B of the City Charter or pursuant to Appendix E - Duty Disability Retirement, shall receive payment for fifty percent (50%) of his accumulated sick days. Payment shall be based on the average of the retiree's base hourly wage rate over the last five (5) years of his employment, for a number of days not to exceed thirty-seven and one-half (37 1/2) duty days for an officer assigned to twenty-four (24) hour duty shifts; and not to exceed seventy-five (75), eight (8) hour days for an officer assigned to eight (8) hour duty shifts. Wages paid for scheduled overtime shall be included in calculating the average of the retiree's base hourly wage rate.
10. An employee who may have exhausted his Disability Leave Benefits under Article 12 of this Agreement may utilize sick days to supplement Worker's Compensation Benefits if he so desires.

11. Subject to scheduling requirements any employee shall have the privilege of converting, on an annual basis, one (1) duty day of his annual sick leave into emergency or personal leave and to deduct such emergency or personal leave from his total annual sick leave time. Such personal and emergency leave requests shall be approved by the employee's immediate supervisor or the ranking officer and shall be requested at such time as such emergency becomes apparent, but in all events at least twenty-four (24) hours prior to the date that such leave is to become effective.

ARTICLE 14

FUNERAL LEAVE

If death occurs among a member or members of an employee's immediate family, the employee shall be excused from scheduled work the day of the funeral and the two (2) prior calendar days. Immediate family is defined to include spouse, children, step-children, brother, sister, and the father or mother of either the employee or his/her spouse. Additional leave with pay may be granted, in special cases, by the Director of Public Safety or his designated representative. Employees may be excused for the day of the funeral in event of the death of the grandparents and grandparents-in-law.

ARTICLE 15

VACATION POLICY

Eligibility for vacation commences after one (1) year of service based on the following schedule for employees assigned to twenty-four (24) hour duty shifts:

1-14 years	14 duty days
15 years	15 duty days
20 years	16 duty days

and based upon the following schedule for employees assigned to eight (8) hour duty shifts:

1-14 years	20 duty days
15 years	22 duty days
20 years	24 duty days

Vacation shall be subject to the convenience of the department. Seniority will be given preference, if possible. Vacations shall be taken in two (2) periods of three (3) consecutive duty days, one (1) such period in the summer and one (1) such period in the winter. For those eligible for vacations over six (6) days, the additional days shall be taken at times approved by the Director of Public Safety.

A vacation pick will consist of a period of three (3) consecutive duty days. Each employee will be required to present the Department with at least his first two (2) picks by January 15 of the vacation year. It is understood that, from each shift, a maximum of one (1) officer, (command or PSO) will be on vacation at any one time.

Vacation days cannot be accumulated from year to year. Upon separation from service, unused earned vacations shall be paid in a lump sum. Pay while on vacation shall be computed at the officer's base hourly wage and scheduled overtime for each day of vacation.

ARTICLE 16

HOLIDAYS

1. The following days will be designated as holidays:

New Year's Day	Thanksgiving Day
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	The Officer's Birthday
Labor Day	New Year's Eve (beginning 12/31/94)

2. Officers assigned to twenty-four (24) hour duty shifts will receive compensation for these days according to the following:

- A. An officer who does not work on a holiday will receive an additional eight (8) hours pay at 1.6 times base hourly wage for that holiday.
- B. An officer who is scheduled to work a holiday and does work that holiday in accordance with that schedule will receive his normal scheduled pay for that day. In addition he will receive eight (8) hours pay at 1.6 times base hourly wage plus eight (8) hours pay at 1.186 times base hourly wage.
- C. An officer who is not scheduled to work a holiday but is called in to work that holiday and does work that holiday in accordance with that call-in will receive pay for all hours worked at 1.777 times base hourly wage. In addition he will receive eight (8) hours pay at 2.4 times base hourly wage.

3. Officers assigned to eight (8) hour duty shifts will receive compensation for these days according to the following:

A. Definitions

"Regular hourly rate" is defined as the officer's annual base wage divided by 2808 hours.

"Higher hourly rate" is defined as the officer's annual base wage divided by 2080 hours.

- B. An officer who does not work on a holiday will receive an additional eight (8) hours pay at the higher hourly rate for that holiday.
- C. An officer who is scheduled to work a holiday and does work that holiday in accordance with that schedule will receive his normal scheduled pay for that day, plus additional pay of eight (8) hours at the higher hourly rate and eight (8) hours at the regular hourly rate.
- D. An officer who is not scheduled to work a holiday but is called in to work that holiday and does work that holiday in accordance with that call-in will receive pay for all hours worked at one and one-half (1 1/2) times his regular hourly rate plus eight (8) hours pay at one and one-half (1-1/2) times the higher hourly rate.

4. This Article is in lieu of all other overtime provisions in this Agreement.

ARTICLE 17

LONGEVITY

All Public Safety Officers will receive longevity payments in accordance with the rules and regulations adopted by the City Council which provide for annual payment as follows:

<u>Years of Service</u>	<u>Payment</u>
Five	\$250.00
Ten	\$550.00
Fifteen	\$750.00
Twenty	\$850.00
Twenty-five (or more)	\$950.00

Longevity payments will be paid in the first pay in December for the twelve (12) months then ended.

ARTICLE 18

UNIFORMS

Each officer shall be provided with a basic uniform, plus equipment necessary to his duties, at date of hire. During the term of this Agreement, the officer shall have an annual allowance of Two Hundred Seventy-five (\$275.00) Dollars for replacement of uniforms and equipment, for each full contract year up to a maximum accumulation of Five Hundred (\$500.00) Dollars. During the officer's first employment year, the uniform allowance will be prorated based on the contract year commencement date. The uniform allowance shall be held in an account for each officer and may be drawn upon for replacement of such uniforms and equipment necessary to continue his duties up to the

amount in the officer's account. Any officer assigned to a plainclothes assignment will be allowed to spend seventy-five (75%) percent of the yearly uniform allowance on plainclothes.

In addition, each officer shall be entitled to the sum of Two Hundred (\$200.00) Dollars on the first payday in December of each year to defray the cost of cleaning and upkeep of his uniform.

ARTICLE 19

REPAIR OR REPLACEMENT OF DAMAGED ITEMS

The City will repair or replace, as appropriate, any uniform item damaged or lost in the line of duty, without the negligence of the Public Safety Officer. The City will repair or pay the depreciated replacement cost of personal items of watches and eyeglasses, broken or damaged, in the line of duty, without the negligence of the Public Safety Officer. The repair or replacement cost is limited to One Hundred (\$100.00) Dollars per item. A written report of all damaged items shall be made on the shift during which the damages occurred. The City may require satisfactory proof that the damage meets the requirements of this Article.

ARTICLE 20

LUNCH BREAK

All Public Safety Officers working an eight (8) hour road shift will receive thirty (30) minutes lunch break with two (2) fifteen (15) minute coffee breaks, one during the first

half of their tour of duty and one during the last half of their tour of duty, whenever possible. Each officer shall be considered to be on duty during lunch and break periods and available in the event of any emergency.

ARTICLE 21

INSURANCE BENEFITS

A. HOSPITALIZATION.

The City shall provide to permanent employees working at least thirty (30) hours per week, their spouses, and their dependent children under age nineteen (19) insurance coverage under a Blue Cross/Blue Shield PPO Plan with the following features:

- Type Of Coverage: Blue Cross/Blue Shield PPO (Statewide Preferred Provider Organization)
 - Emergency first aid
 - Waive co-pay on EKG, radiology, pathology and diagnostic (waive \$5 co-pay)
- Master Medical:
 - 80/20 co-pay
 - Deductibles: 100/200 to January 1, 1995
150/300 after January 1, 1995
 - POV (Physician Office Visits): 100% coverage physician office visits; pre-, post-natal; well baby care to age 6; allergy service.
- Prescription Drug Rider: \$5.00 co-pay
- Dental Coverage: 100% paid for Class I services (preventative)
50% paid for Class II services (restorative repair)
50% paid for Class III services (prosthodontics)

Newly hired and rehired employees will be covered on the first monthly Blue Cross billing date following ninety (90) calendar days of employment.

For an officer who dies in the line of duty, the City will continue to provide the same medical insurance coverage as received by active employees for the officer's spouse until the spouse has remarried or the spouse obtains employment which provides for medical insurance coverage. The City will also continue to provide the same medical insurance coverage as received by active employees for dependent children of the officer until the dependent child reaches age nineteen (19), or obtains coverage from another source, whichever occurs first.

For an officer who is disabled in the line of duty as defined pursuant to Article 12 of the Contract, the City will continue to provide to the officer and to the officer's dependents (spouse and children) the same medical insurance coverage on the same basis as received by active employees. Such coverage shall cease when the officer reaches voluntary retirement age or age fifty-five (55), whichever occurs first, at which time the officer shall be eligible for medical insurance coverage provided to retired employees.

It is understood that the references to Blue Cross in this section do not obligate the City to continue using Blue Cross for the life of this Agreement.

B. DENTAL INSURANCE.

All employees, spouses, and dependent children under the age of nineteen (19) will receive dental insurance 100% paid for Class I services, and 50/50 for Class II and Class III benefits with One Thousand Dollars (\$1,000.00) per year cap. Newly hired and rehired employees will be covered the first monthly billing date following ninety (90) calendar days of employment.

C. LIFE INSURANCE.

Group Life Insurance in the amount of Thirty-five Thousand Dollars (\$35,000.00) with an accidental death and dismemberment benefit in a like amount will be provided for each eligible employee. It is understood that each officer is responsible for keeping the City advised of his current choice of beneficiary. Newly hired and rehired eligible employees will be covered the first monthly billing date following ninety (90) calendar days of employment.

D. OPTICAL INSURANCE.

All employees, spouses, and dependent children shall be provided optical insurance benefits through the existing Co-Op Optical Plan as provided for in the Plan.

E. GENERAL.

Failure of the Insurance Company to provide any benefits for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any of the obligations which they may have undertaken by this or any other Agreement. The foregoing, however, shall not be construed to relieve the Insurance Company from any liability which it may have to the City, the Union, or the employee or beneficiary of any employee. The City reserves the right to select and change insurance companies as long as the benefits are comparable. The terms of any contract or policy issued by an insurance company shall be controlling in all matters pertaining to the benefits provided. No matter respecting the insurance programs shall be subject to the grievance procedure established in this Agreement unless benefits are reduced.

ARTICLE 22

RETIREMENT BENEFITS

A. Employees who retire under the provisions of Chapter B of the City Charter shall receive a \$1,000.00 life insurance benefit under the group policy paid by the City.

B. RETIREE MEDICAL BENEFITS:

The City shall provide the following benefits to employees who retire following the effective date of this Agreement:

1. The City will provide hospital/medical insurance benefits, including master medical type coverage, for retiree and spouse. The hospital/medical insurance coverage shall also provide for a prescription drug rider - \$7.00 co-pay beginning July 1, 1996. The maximum City payment toward the benefit shall be expressed as a percentage not to exceed one hundred percent (100%). The percentage shall be determined by multiplying 3.4 times years of service.

EXAMPLE

3.4 x 30 years of service = 100% payment of insurance
premium paid by the City;

or

3.4 x 25 years of service = 85% payment of insurance
premium paid by the City with
remaining 15% payment paid
by the retiree.

2. To be eligible for, or to be eligible to continue, insurance coverage provided for in Paragraph 1, the retiree and spouse must provide the following:

a. Retiree and spouse must be enrolled in and covered by Medicare, Part B (Medical) on and after age 65.

- b. Retiree and spouse must be enrolled in and covered by Medicare, Part A (Hospital) on and after age 65, provided either and/or both are eligible for such coverage.

3. If neither retiree or spouse is eligible at age 65 or later for Medicare, Part A, retiree shall provide proof of same to the City upon request and the City will provide coverage as in Paragraph 1.

4. If the spouse is eligible for or receiving hospital/medical insurance as employment or retirement benefit from spouse's employer, which benefit is equivalent to that provided under Paragraph 1, then spouse benefits shall not be provided under Paragraph 1 by the City. Retiree shall provide proof of eligibility status to the City upon request.

5. In no event shall the City be obligated to pay a premium for benefits provided in Paragraph 1 for retiree or spouse which exceeds that paid for an active employee or spouse under the City's group plan. Further, the City reserves the right to select the insurer/provider or insuring method, including but not limited to HMO's and PPO's or other programs with equivalent coverage. Further, insurance benefits shall be subject to coordination of premiums and benefits.

6. "Spouse" will be defined as the person to whom the retiree is currently married. In the event of death of the retiree, the surviving spouse shall continue to be provided medical benefits pursuant to the provisions of this Article 22 until the spouse remarries or dies.

7. In the event that an officer elects an Option 1 benefit and predeceases his spouse, the hospital/medical insurance benefits will continue for the spouse.

ARTICLE 23

HOURS

The City has the unilateral right to decide the work week, including the number of hours and days.

ARTICLE 24

WAGES AND COST OF LIVING ALLOWANCE

The wages and cost of living allowances for Command Public Safety Officers: Sergeants and Lieutenants are set forth in Appendix A for July 1, 1996 - June 30, 1997, set forth in Appendix B for July 1, 1997 - June 30, 1998, and set forth in Appendix C for July 1, 1998 - June 30, 1999. Effective July 1, 1996, a Sergeant's annual base wages shall be 9.5% above the maximum base wages of a PSO II, and a Lieutenant's annual base wages shall be 17.5% above the maximum base wages of a PSO II. Effective July 1, 1998, the differential shall be increased to 10% for a Sergeant and 18% for a Lieutenant.

ARTICLE 25

OVERTIME PAY

SECTION 1.

A. Overtime For Employees Assigned To Twenty-Four (24) Hour Duty Shifts.

No employee shall be entitled to payment for overtime worked unless such overtime is specifically authorized by the employee's immediate supervisor. Overtime under this Article shall be computed utilizing the officer's base hourly wage. Officers will be paid at the rate of 1.5 times their base hourly wage for all hours worked in excess of 160 hours, but less than 224 hours, in the 28 consecutive day work period. This shall be defined as "scheduled overtime." Officers shall normally be scheduled to work 2912 hours annually. Officers will be paid at the rate of 2.4 times their base hourly wage for all hours worked in excess of 224 hours in the 28 consecutive day work period or for all hours worked continuously in excess of a 24-hour shift assignment. This shall be defined as "premium overtime". There will be no duplication of overtime payments.

An officer who is required to remain on duty after his shift ends for the purpose of attending court shall be paid at the rate of 2.4 times the base hourly wage for actual time spent.

An officer who is called back from off duty to attend court or called back for duty shall be paid at the rate of 2.4 times the base hourly wage for a minimum of two (2) hours, or 2.4 times the base hourly wage for time spent, whichever is greater.

B. Overtime For Employees Assigned To Eight (8) Hour Duty Shifts.

Unless otherwise provided for in this Agreement, employees assigned to eight (8) hour duty shifts will be paid overtime in conformity with the parties' past practice in effect on the effective date of this Agreement, based upon 2080 hours per year.

SECTION 2.

A. For Employees Assigned To Twenty-Four (24) Hour Duty Shifts.

In the event an off duty officer is specifically directed by the Director of Public Safety to remain at home subject to an immediate call to duty, the officer shall be entitled to be paid stand-by time at the rate of 1.77 times the base hourly wage for a minimum period of four (4) hours for each twenty-four (24) hour period. This provision shall not apply when the officer is merely instructed to communicate the officer's location during off duty hours so that the officer may be reached in the event it becomes necessary for the officer to report for duty.

B. For Employees Assigned To Eight (8) Hour Duty Shifts.

In the event an off duty employee is specifically directed by the Director of Public Safety to remain at home subject to an immediate call to duty, he shall be entitled to be paid stand-by time at the rate of time and one-half for a minimum period of four (4) hours for each twenty-four (24) hour period. This provision shall not apply when the employee is merely instructed to communicate his location during off duty hours so he may be reached in the event it becomes necessary for him to report for duty.

SECTION 3.

All off duty training assigned by the Director of Public Safety shall be compensated at the rate of the officer's base hourly wage plus scheduled overtime, except basic recruit training and firearms training or practice which shall not involve extra compensation. Any time spent on firearms training required by the City which is not required by law and which is not scheduled during an officer's scheduled duty time will be paid premium overtime rate (2.4 times the base hourly rate). If the officer is released from regular duty to attend a seminar, university course or other special schooling or training, the officer shall not be entitled to overtime pay while assigned to such school. If the officer is required to attend such schools during the officer's regularly scheduled leave days, the officer shall have such leave days rescheduled.

SECTION 4.

Each employee will attend staff meetings as scheduled by the Director of Public Safety. The first twelve (12) hours of such meetings during the contract year shall not involve extra compensation. After twelve (12) hours, additional staff meeting time shall be credited to the employee on a straight compensatory time basis.

ARTICLE 26

WORKER'S COMPENSATION

In the event an employee sustains an occupational injury, while in service to the City of Grosse Pointe, the employee will be covered by applicable Worker's Compensation Laws of the State of Michigan.

ARTICLE 27

UNION ACTIVITIES

SECTION 1. GENERAL.

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiations, bargaining or other mutual aid and to freely express or communicate any grievance.

SECTION 2. OTHER ORGANIZATIONS.

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining rights of this Union.

SECTION 3. BULLETIN BOARD.

The City will furnish for the use of the Union bulletin board space at the Public Safety Department. Such space shall be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Official Union communications.

The bulletin board space shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever; and, among other things, shall not be used by the Union for posting or distributing pamphlets or political matter of any kind,

or for advertising. The bulletin board shall be maintained within the bounds of good taste as befits a Public Safety Department.

ARTICLE 28

GENERAL CONDITIONS

SECTION 1. MAINTENANCE OF CONDITIONS.

The City shall make no unilateral changes in wages, hours or working conditions which are subjects requiring bargaining under state law. The parties further agree that all provisions of the City Charter, City Code and Resolutions of the City Council, relating to the working conditions and compensation of the employees are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth.

SECTION 2. NO STRIKE - NO LOCKOUT.

A. There shall be no strikes, slowdowns, stoppages of work, nor any lockouts, during the term of this Agreement. There shall be no strikes, stoppages of work, nor any lockouts during any periods of time while negotiations are in progress between the parties hereto for the amendment or modification of this Agreement.

B. Any employee who violates the provisions of Paragraph A above shall be subject to disciplinary action up to and including discharge.

C. The City will not lockout any employees during the term of this Agreement or while in negotiations for amendment or modification of this Agreement.

SECTION 3. WAIVER OF BARGAINING DURING TERM OF AGREEMENT.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the arena of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement unless such subject is mutually agreed to for negotiation.

SECTION 4. PARTIAL INVALIDITY OF AGREEMENT.

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

SECTION 5. RETIREE PARK PASSES.

An employee who retires under provisions of Chapter B of the City Charter, or pursuant to duty disability retirement and who makes annual application, shall be eligible for passes to Neff Park for the employee and the employee's spouse.

SECTION 6. RESIDENCY REQUIREMENT.

An officer who is hired after July 1, 1990, shall be required to retain residency within a thirty (30) mile radius of the limits of the City of Grosse Pointe.

APPENDIX A

I. WAGES AND COLA July 1, 1996 - June 30, 1997

A. SERGEANT

1. Wages - Base Hourly Wage (\$47,485 Annual)

Sergeant Assigned To
24-Hour Duty Shift..... \$14.27

Sergeant Assigned To
8-Hour Duty Shift..... \$22.83

2. COLA

\$500 lump sum payment for the period 7/1/96 through
12/31/96, payable on the payday nearest January 12,
1997.

\$500 lump sum payment for the period 1/1/97 through
6/30/97, payable on the payday nearest July 12, 1997.

B. LIEUTENANT

1. Wages - Base Hourly Wage (\$50,954 Annual)

Lieutenant Assigned To
24-Hour Duty Shift..... \$15.31

Lieutenant Assigned To
8-Hour Duty Shift..... \$24.49

2. COLA

\$500 lump sum payment for the period 7/1/96 through
12/31/96, payable on the payday nearest January 12,
1997.

\$500 lump sum payment for the period 1/1/97 through
6/30/97, payable on the payday nearest July 12, 1997.

APPENDIX B

I. WAGES AND COLA July 1, 1997 - June 30, 1998

A. SERGEANT

1. Wages - Base Hourly Wage (\$48,909 Annual)

Sergeant Assigned To
24-Hour Duty Shift..... \$14.70

Sergeant Assigned To
8-Hour Duty Shift..... \$23.51

2. COLA

\$500 lump sum payment for the period 7/1/97 through
12/31/97, payable on the payday nearest January 12,
1998.

\$500 lump sum payment for the period 1/1/98 through
6/30/98, payable on the payday nearest July 12, 1998.

B. LIEUTENANT

1. Wages - Base Hourly Wage (\$52,483 Annual)

Lieutenant Assigned To
24-Hour Duty Shift..... \$15.77

Lieutenant Assigned To
8-Hour Duty Shift..... \$25.23

2. COLA

\$500 lump sum payment for the period 7/1/97 through
12/31/97, payable on the payday nearest January 12,
1998.

\$500 lump sum payment for the period 1/1/98 through
6/30/98, payable on the payday nearest July 12, 1998.

APPENDIX C

I. WAGES AND COLA July 1, 1998 - June 30, 1999

A. SERGEANT

1. Wages - Base Hourly Wage (\$50,483 Annual)

Sergeant Assigned To
24-Hour Duty Shift..... \$15.17

Sergeant Assigned To
8-Hour Duty Shift..... \$24.27

2. COLA

\$500 lump sum payment for the period 7/1/98 through
12/31/98, payable on the payday nearest January 12,
1999.

\$500 lump sum payment for the period 1/1/99 through
6/30/99, payable on the payday nearest July 12, 1999.

B. LIEUTENANT

1. Wages - Base Hourly Wage (\$54,155 Annual)

Lieutenant Assigned To
24-Hour Duty Shift..... \$16.27

Lieutenant Assigned To
8-Hour Duty Shift..... \$26.03

2. COLA

\$500 lump sum payment for the period 7/1/98 through
12/31/98, payable on the payday nearest January 12,
1999.

\$500 lump sum payment for the period 1/1/99 through
6/30/99, payable on the payday nearest July 12, 1999.

APPENDIX D

EMPLOYEE RETIREMENT SYSTEM

The retirement system improvements provided in this Appendix D, represent bargaining agreement changes to the Employee Retirement System, City Charter, Part B.

They are applicable to employees covered by this agreement provided they are "non-covered members" of the Retirement System.

Provisions of the Employee Retirement System are set forth in the City Charter, Part B, and in amendatory language thereto as adopted by the Retirement Board of Trustees. Such provisions incorporate the improvements generally described as follows:

1. Deferred Retirement (Vesting, Sec. 83) provides a vested pension with ten (10) years of service. Benefit begins at regular retirement age.
2. Eligible officers will receive 2.5% for each year of service for first twenty-five (25) years of service, and 1.5% per year thereafter, to a maximum of 73% percent of final average compensation (best 4 of last 5 years of service). Final Average Compensation (FAC) for purposes of calculating an officer's retirement benefit includes all compensation received by the officer pursuant to this Agreement, except the final payout at the time of retirement of unused accumulated sick days, vacation days, unused uniform and cleaning allowance, and any pro-rata cost-of-living allowance which the officer receives.
3. Amount of Option II or Option III retirement allowance would be increased to the straight life amount if beneficiary predeceases the retired member.
4. Annuity Withdrawal Option Effective July 1, 1982. A public safety officer covered by this agreement who attains voluntary retirement age while in the employment of the City, and who retires pursuant to Section 80 (voluntary retirement) or is retired pursuant to Section 81 (normal retirement), may withdraw his/her accumulated contributions from the retirement system and be paid a reduced retirement allowance. The amount of reduction shall have an actuarial present value equal to the amount of accumulated contributions paid the retiring member. The interest rate used to compute the actuarial present value shall be the interest rate published by the Pension Benefit Guaranty Corporation for valuing immediate annuities during the period in which the retiring member's date of retirement occurs.

A public safety officer covered by this agreement who elects to withdraw his/her accumulated contributions may also elect an optional form of payment provided in Section 84.

5. Officers who retire after July 1, 1990, who are eligible members of the City of Grosse Pointe Employees' Retirement System, or their beneficiaries, will receive an annual cost-of-living increase of 2%, compounded annually, to the amount of their retirement allowance.
6. Employee contributions to the Employee Retirement System will receive an annual interest rate of 5%.

APPENDIX E

DUTY DISABILITY RETIREMENT BENEFITS

- (1) An officer who is otherwise eligible for a disability retirement pursuant to the Employees' Retirement System shall receive a benefit in the amount of 66 2/3% of the officer's base rate of pay which the officer was receiving at the time of disability.
- (2) The disability retirement benefit provided for above shall be reduced by the following:
 - (A) an amount equal to any worker's compensation benefit received by the officer;
 - (B) social security disability benefits;
 - (C) any other type of disability benefit received, except a benefit received through a policy privately obtained by an officer;
 - (D) any earnings from employment to the extent that such earnings, when added to payments under paragraphs (1) and (2) (A) through (2) (D), exceed 100% of the current base pay for the officer's job position under this and future Agreements.

For purposes of this section, worker's compensation benefits shall include weekly benefits, redemptions of weekly benefits and settlements in lieu of weekly benefits, but shall not include amounts paid for reimbursement of medical expenses. Any lump sum payments received for redemption of weekly benefits or settlement in lieu of weekly benefits shall be allocated, on a weekly basis, in amount of the weekly benefit the officer would be entitled to receive.

- (3) Any officer receiving a disability benefit shall prior to May 1 of each calendar year submit to the City Treasurer a verified statement of earnings from employment during the preceding calendar year in a form requested by the City. In the event such statement is not received, payment of the disability benefits shall be suspended.
- (4) An officer who qualifies for and receives a duty disability retirement benefit shall not be eligible to receive any other retirement benefit under the City Employees' Retirement System.

- (5) The provisions of this Agreement (Appendix E) and Appendix D providing for retirement benefits shall supersede any contrary provisions of the Employees' Retirement System.
- (6) An officer who retires and receives a duty disability benefit may elect to receive a benefit in accordance with Retirement Allowance Options 1, 2 or 3 as set forth in Section 84, Part B of the City of Grosse Pointe Employees' Retirement System (including a survivor option). In the event that an officer elects a survivor option and his/her designated beneficiary dies before the officer, the officer will continue to receive a retirement benefit in accordance with Section 84, Part B, City of Grosse Pointe Employees' Retirement System ("pop-up").
- (7) The foregoing provisions shall apply to any officer who retires after July 1, 1990.
- (8) The parties agree that the 2% annual escalator, provided for in paragraph 5 of Appendix D, Employee Retirement System, is applicable to a duty disability retirement set forth herein (Appendix E).

LETTER OF UNDERSTANDING

It is hereby agreed by and between the City of Grosse Pointe and the Police Officers Labor Council, applying to Grosse Pointe City Public Safety Officers, that the City has informed the Union that at this time it intends to continue its current practice of scheduling Public Safety Officers. If the City exercises its right to change schedules, pursuant to Article 23 of the Collective Bargaining Agreement, the City agrees to adjust the wages and other appropriate benefits of the effected Public Safety Officers so that they do not suffer a pay or benefit loss as a result of the scheduling change, nor do they gain any type of windfall as a result of the scheduling change.

LETTER OF UNDERSTANDING

Representatives of the City of Grosse Pointe and the Police Officers Labor Council, applying to Grosse Pointe City Public Safety Officers, have been involved in collective bargaining negotiations. As a result of these negotiations, the parties have mutually agreed, in good faith, to the wage rates and other provisions reflected in the current Collective Bargaining Agreement. This was accomplished in order to comply with the Fair Labor Standards Act, while meeting the financial restraints of the City in maintaining twenty-four (24) hour shift assignments. If there is a change in the law which would exempt the City from the payment of overtime compensation to public safety officers normally assigned to the current twenty-four (24) hour shift assignments, changes to the Collective Bargaining Agreement discussed by the parties in negotiations will be implemented.

LETTER OF UNDERSTANDING
RE: PROMOTION PROCEDURES

The City and Union agree that the present procedures for examination and selection of officers for promotions shall continue; but that, all applicants will be permitted the opportunity to complete the entire selection process and applicants who do not achieve as minimum score (70%) on the written examination will not be excluded.