

6/30/2001

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# LABOR AGREEMENT

Between

GROSSE POINTE FARMS  
COMMAND OFFICERS ASSOCIATION

And

THE CITY OF GROSSE POINTE FARMS



*Grosse Pointe Farms, City of*

July 1, 1998 - June 30, 2001

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## ARTICLE I - AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 and is effective July 1, 1998 through June 30, 2001, between the CITY OF GROSSE POINTE FARMS, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as the "Union" or P.O.L.C.).

## ARTICLE II - PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Grosse Pointe Farms in its capacity as an Employer, and its employees, the Union, and the citizens of the City of Grosse Pointe Farms.

Section 2. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE III - RECOGNITION

Section 1. The City of Grosse Pointe Farms recognizes the Police Officers Labor Council, as the sole and exclusive bargaining agent to the extent required by Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, for all public safety Lieutenants. The City will negotiate with the Union on items relating to rates of wages, hours and conditions of employment.

Section 2. The City will not interfere with, discourage, restrain or coerce members because of their membership in the Union or any lawful activities in connection therewith.

## ARTICLE IV - DEDUCTION OF DUES

Section 1. The City will deduct, upon signed authorization by individual employees, all initiation fees and dues, as certified by the Union and forward same to the authorized Treasurer of the Grosse Pointe Farms Command Officers' Association each month if requested by the Treasurer. The authorization shall be irrevocable for the term of this Agreement.

## ARTICLE V - AGENCY SHOP

Section 1. Any employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Employees who fail comply with this requirement within thirty (30) days from the effective date of this Agreement or the date of hire, whichever is later, shall be discharged by the Employer.

## ARTICLE VI - REPRESENTATION

Section 1. Bargaining. The Local Association shall be represented in all negotiations by a committee of the Union of reasonable size. The City shall negotiate with these representatives as herein provided.

Section 2. Grievances. On-duty employees who are members of the committee shall be permitted a reasonable amount of time to process grievances without loss of pay or benefits.

Section 3. Attending Negotiations. If a member of the Local Association's bargaining committee or other employee authorized to bargain for the Local Association is on duty during negotiations, he shall be permitted to attend negotiations only if the Union and City agree that his absence from his assigned duty is consistent with the interests of the City and the public. In such case, the employee shall be paid his regular on-duty pay for time actually spent negotiating during his on-duty hours.

The Pronoun "he", "his" and "him" are used to refer to both male and female members of the unit.

Section 4. Bulletin Board. The City agrees to furnish and maintain a suitable bulletin board, out of public view, but in a conspicuous and convenient place, in the police and fire station. The Union shall limit its posting of notices and bulletins to this bulletin board.

## ARTICLE VII - DISCIPLINE

Section 1. Representative. All employees shall have the right to be represented by the President of the Local Association or by a member of the Committee and/or legal counsel and a representative of P.O.L.C. at all disciplinary conferences or procedures.

Section 2. Unjust Discipline. No employee shall be discharged or otherwise disciplined except for just cause. The claim of any employee that they have been unjustly discharged or otherwise disciplined shall be processed as a grievance at Step 2.

Section 3. Disciplinary Records. Disciplinary action three (3) years or more in the past, will not be considered in connection with any contemplated current disciplinary action.

Section 4. Removal. After three (3) years all records of disciplinary action will be removed from the employee's personnel file, except that documents forming part of the permanent official City files will be retained until the law permits them to be removed.

## ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. The informal resolution of differences or grievances is urged and the Union and City representatives are encouraged to resolve grievances at the lowest possible level of supervision.

Section 2. Right to Present Grievances. Every employee covered by this Agreement shall have the right to present grievances arising out of the interpretation or application of this agreement in accordance with the following procedure:

Step I - Written-Immediate Supervisor. If a dispute arising over the application or interpretation of the provisions of this Agreement cannot be settled in an informal manner, a grievance may be submitted in writing by a Union representative to the grievant's supervisor, or if the supervisor is not available, with the next ranking officer in charge, within thirty (30) days after the grievant becomes reasonably aware that a grievance has arisen. The supervisor upon whom the grievance has been served shall answer in writing within ten (10) calendar days.

Step II - Director of Public Safety. If the grievance is not satisfactorily adjusted or acted upon within ten (10) calendar days or the time limit is not mutually extended at Step I, the grievance shall be referred to an appropriate union representative who shall appeal such grievance to the Director of Public Safety. A meeting between appropriate union representatives and the Director shall be held to discuss the grievance within ten (10) calendar days after the Director receives the grievance. The Director shall reply in writing to the grievance within ten (10) calendar days after the meeting.

Step III - City Manger. If the grievance is not resolved in the meeting between the Director and the Committee, the matter may be referred by the Union to the City Manager within ten (10) calendar days after the Director's written reply to the grievance. Within ten (10) calendar days of the referral by the Union to the City Manager, a meeting will be held between the City Manager and the Union to discuss the grievance. Within ten (10) calendar days after the meeting the City Manager shall reply in writing.

Step IV - Arbitration. Any dispute or grievance concerning the application or interpretation of this Agreement that cannot be adjusted by exhausting the grievance procedure may be submitted by either the City or the Union to arbitration. Either party may, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. For all grievances such request shall be made within ten (10) days after receipt of the City Manager's Step III reply.

- A. Selection of Arbitrator. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) calendar days of the request for arbitration then within the ten (10) days thereafter, the party requesting arbitration shall file a demand for arbitration with the American Arbitration Association in accordance with its rules and regulations. The fee and expenses of the arbitrator shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement except as herein limited.
- B. Jurisdiction of Arbitration. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof.
- C. Final and Binding. The arbitrator's award shall be final and binding on the parties and affected employees.

Section 3. Policy Grievances. Grievances affecting a number of employees may be treated as policy grievances and entered directly at the second step of the grievance procedure.

Section 4. Time limits in the grievance procedure shall be adhered to except when extended by mutual agreement between management and the Union. Failure to comply with such time limits makes the decision at the prior Step binding.

## ARTICLE IX - SENIORITY

Section 1. Employer Seniority. Employer seniority of a new employee shall be commenced after the employee has completed his probationary period of one (1) year after completion of the Police and Fire Academy and shall be retroactive from date of last employment with the City. Employees shall forfeit their seniority right only for the following reasons:

1. Resignation;
2. Discharge with no reinstatement;



3. Absence without leave for a period of five (5) days or more. (Exceptions to this may be made by the Employer on the grounds of good cause for failure to report.);
4. Retirement on regular service retirement.

Section 2. Classification Seniority. Classification seniority of employees shall commence after the employee has completed the applicable probationary period and shall be retroactive to the last date of appointment to that classification.

Section 3. A seniority list shall be furnished to the Union by the City once each year.

#### ARTICLE X - VACANCIES AND JOB ASSIGNMENTS/PROMOTIONS

Section 1. Job Assignments. Job assignments shall be made upon the basis of classification seniority, provided the employee is qualified. The claim of any employee that he has been unreasonably or unjustly transferred or reassigned shall be subject to the grievance procedure.

Section 2. Job Vacancies. Job vacancies and promotions within the bargaining unit shall be filled on the basis of ability, qualifications and classification seniority. Where ability and qualifications are equal, seniority will prevail.

#### ARTICLE XI - LAYOFF AND RECALL

Section 1. Order of Layoff. In case of layoffs, employees will be laid off on the basis of Employer seniority with the least senior employee being laid off first.

Section 2. Recall. Employees are to be called back in inverse order of layoff.

#### ARTICLE XII - MAINTENANCE OF CONDITIONS

Section 1. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement. The parties further agree that all provisions of the City Charter, City Code (ordinances) and Resolutions of the City Council, as adopted or amended from time to time, 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.

## ARTICLE XIII - MANAGEMENT RIGHTS

Section 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Section 2. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used, and the discontinuance of any or all services, material or methods of operation; (b) to introduce new equipment, methods, processes, change or eliminate existing equipment, decide on materials, supplies and equipment to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force; (f) to hire, assign, and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) probationary employees' service with the Employer may be terminated at any time by the Employer; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification within the bargaining unit; (j) to establish work schedules, including overtime work, as required in a manner most advantageous to the Public Safety Department and consistent with requirements of municipal employment and public safety; (k) to discipline, demote, suspend, and discharge employees for just cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer and promote employees from one classification, department or shift to another within the bargaining unit; (n) to select employees for positions and to determine the qualifications and competency of employees to perform available work; (o) to control the Public Safety Department budget; (p) to evaluate the performance of employees in their duties; and (q) to take whatever reasonable action necessary in emergencies in order to assume proper functioning of the Public Safety Department.

## ARTICLE XIV - UNINTERRUPTED SERVICE

Section 1. The Union shall not sanction, encourage, nor participate in any strike, slowdown or in any manner condone any deviation from the normal professional standards of this Public Safety Department.



## ARTICLE XV - GENERAL PROVISIONS

Section 1. Boundaries. Employees covered by this Agreement must maintain a residence in the United States within a 50 mile radius of the City of Grosse Pointe Farms unless an exception is approved in advance by the Director of Public Safety. The employees recognize they have an obligation to respond when called by the City and agree to make reasonable efforts to do so.

Section 2. Civil Rights of Employees. Employees of the City of Grosse Pointe Farms may exercise, as any other citizen, all individual constitutional statutorily guaranteed civil rights.

Section 3. Public Safety Department Rules and Regulations. The City will receive and consider any comments and suggestions which the Union may feel appropriate to make from time to time concerning the possible amendment or modification of the Public Safety Department's rules and regulations.

Section 4. Damage to Personal Property. The City will replace or repair lost or damaged personal property of a member when that property is lost or damaged under circumstances in the line of proper performance of an officer's duties, to a per-event maximum of \$50.00.

## ARTICLE XVI - WAGES

Effective July 1, 1999:

A Public Safety Lieutenant's base rate of pay shall be 21% above the maximum base rate (forty-two [42] month step) of a public Safety Officer.

## ARTICLE XVII - COST OF LIVING ALLOWANCE

Section 1. Employees shall receive a cost of living allowance in accordance with the following plan.

Section 2. COLA provision for employees will provide an annual COLA payment of \$750 per year payable in February. In the event that an employee separates from service with the Employer during a twelve (12) month period by reason of retirement, death, resignation, discharge or an unpaid leave of absence, such employee shall receive a pro-rata amount for the respective twelve (12) month period for which he is entitled to payment.

## ARTICLE XVIII - LONGEVITY

Section 1. Longevity shall be paid as a separate payment between December 1st and December 15th each year to employees who will complete service as indicated below by January 1st of the following year:

<u>Years of service</u>	<u>Payment</u>
5 Years of service	\$300
10 Years of service	500
15 Years of service	700
20 Years of service	850
25 Years of service	950

## ARTICLE XIX - OTHER ECONOMIC BENEFITS

Section 1. The parties hereby agree to the other economic benefits as set out in Schedule A of this Agreement which by this reference is made a part of this Agreement.

### SCHEDULE A ECONOMIC BENEFITS

## ARTICLE XX - SHIFT PREMIUM

Section 1. Shift premium in the amount of fifteen cents (\$.15) per hour shall be paid to all employees commencing a shift during the hours normally scheduled as the afternoon shift. Shift premium in the amount of twenty-five cents (\$.25) per hour shall be paid to all employees commencing a shift during the hours normally scheduled as the midnight shift.

Section 2. Shift premium shall not be included in the base wage of any employee for computation of overtime.

## ARTICLE XXI - DETECTIVE BUREAU PAY

Section 1. Employees assigned to the Detective Bureau shall receive an annual payment of one thousand five hundred dollars (\$1,500.00) to compensate them for on-call time, to be paid in February, on or after the 15<sup>th</sup> day, each year.

## ARTICLE XXII - HOLIDAYS

Section 1. There shall be eleven (11) holidays per year. The list of holidays is:

New Year's Day	Washington's Birthday	Good Friday
Easter	Memorial Day	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Christmas Day	Christmas Eve Day	

Section 2. Each employee shall be paid a \$1,500 bonus, in February on or after the 15th day of February each year as payment for holidays which are not worked except that employees who normally have holidays scheduled off shall be excluded from this provision.

Section 3. Each employee will receive an additional hour's pay for each hour actually worked on each designated holiday, with the shift beginning at 10:30 p.m. on the eve of the holiday. No holiday, however, shall contain more than three (3) continuous eight (8) hour shifts.

Section 4. Payment per Section 3. shall be included no later than the following pay period.

Section 5. Employees assigned to the detective bureau shall receive a compensatory day if a holiday falls on a scheduled off day.

## ARTICLE XXIII - VACATIONS

Section 1. Employees shall be entitled to the following number of vacation days:

1. Upon completion of six (6) months of employment by January 1st in any year - 7-1/2 working days.
2. After completion of one (1) calendar year following the January 1st occurring after employment as a permanent full-time employee - fifteen (15) working days.
3. After completion of five (5) calendar years following the January 1st occurring after employment as a permanent full-time employee - twenty (20) working days.
4. After completion of ten (10) calendar years following the January 1st occurring after employment as a permanent full-time employee - twenty-five (25) working days.

5. After completion of fifteen (15) calendar years following the January 1st occurring after employment as a permanent full-time employee - twenty-seven (27) working days.
6. After completion of twenty (20) calendar years following the January 1st occurring after employment as a full-time employee, and thereafter twenty-nine (29) working days.

Section 2. The parties agree that within sixty (60) days after all picks are completed, a vacation schedule shall be posted for the year consisting of vacation days and leave days before and after, vacation days will only be changed consistent with past practice. Except for the above change, past practice will control vacation selection and usage.

#### ARTICLE XXIV - UNIFORMS AND MAINTENANCE

Section 1. The City will supply uniforms for each member according to the standards set by the City of Grosse Pointe Farms in its sole discretion and will issue each member the sum of one hundred twenty five dollars (\$225.00) annually by May 15th for the maintenance of such uniforms.

#### ARTICLE XXV - INSURANCES

Section 1. Hospitalization and Medical. The City shall provide full family coverage, comparable to Blue-Cross/Blue Shield P.P.O., TRUST 15 Plus 15, COMPS, D45NM, MVF-1, SAT2, SOTPE, GLE1, Master Medical Option IV, \$150/300 deductibles and with 80/20 co-pay and vision benefits, including a \$5.00 co-pay on drug prescriptions fully paid by the City without any reduction in the level of benefits during the terms of this agreement.

Section 2. Dental. The City will provide full family dental insurance comparable to Delta Dental 60-40 Class 1 and 50-50 Class II \$1,000 max per person per year with premium fully paid by the City.

Effective October 1, 1994:

The City shall provide insurance, fully paid by the City without any reduction in the level of benefits during the term of this agreement, comparable to the Comprehensive Preferred Dental Plan (with those benefits in effect on 9-28-93) CR-40, MBL-1000 which currently provides:

Class 1 75/25 Preventive Care (This is care provided by a dentist for the purpose of detecting or evaluating disease or injury; dentist determines treatment required to prevent the development of more serious dental conditions or diseases.) Covered preventive care includes:

- Regular exams
- X-ray and lab tests
- Treatment for relief of pain
- Cleaning and fluoridation
- Space maintainers for children's teeth

Class 2 75/25 Co-pay restorative care (This is care provided by a dentist to rebuild, repair or restore diseased or damaged teeth to their original condition.) Covered restorative care includes:

- Fillings and crowns
- Root canals
- Treatment of gums and bones
- Surgical extractions
- Adjustment and relining of existing dentures and bridges
- General anesthesia

Class 3 75/25 Co-pay Prosthodontic care (This is care provided by a dentist or prosthodontist which is necessary to replace complete or partial dentures and fixed bridgework.) Covered prosthodontic care includes construction and fitting of new dentures and bridges.

The maximum payment per member or dependent for combines Class 1, 2, and 3 is \$1,000 per year.

Section 3 Effective 10-1-94:

The City shall provide insurance, fully paid by the City without any reduction in the level of benefits during the term of this agreement, comparable to Vision Care Plan (A-80) (with those benefits in effect on 9-28-93) benefits payable once every two years, which currently provides:

The Plan requires the member to pay \$5.00 for exams and \$7.50 for lenses and frames or contact lenses. The plan pays participating providers the approved amount for:

- Internal and external eye exams



- Glaucoma testing
- Fitting of lenses and frames or of contact lenses

The plan does not pay additional cost for:

- Contact, tinted or special lenses not medically or optically required
- Over-sized, "fashion" or anti-reflective, photo-sensitive lenses or sunglasses
- Special frames

The Plan pays non-participating providers:

- A maximum of 75% of the approved amount less your co-payment for testing every two years
- The approved amount for lenses and frames or contact lenses

Section 4. Life Insurance. Effective July 1, 1992, the City shall provide for each employee at City expense Group Life Insurance in the amount of \$30,000 plus \$30,000 accidental death and dismemberment. After retirement, the City shall provide at City expense life insurance in the amount of \$1,000 on the retiree.

#### ARTICLE XXVI - OVERTIME

Section 1. Overtime. Overtime shall be compensated to all employees for hold-over at time and one-half (1-1/2) to the nearest 15 minutes for all overtime.

Section 2. Callback. Any employee called back to work (but not for training) outside his regularly scheduled shift shall be paid a minimum of three (3) hours at the rate of time and one-half. If the call back work assignment and the employee's regular shift overlap, the employee shall be paid for call back time at the rate of time and one-half only until his regular shift begins. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

Section 3. Training. Compulsory training sessions shall be paid the rate of time and one-half the regular rate of pay of employees for the actual time worked. An employee on a scheduled vacation or unable to attend because of illness will not be required to attend scheduled training nor will he or she be penalized in any way for his absence. Notice of scheduled training time will be posted on the Report Room bulletin board at least seven (7) calendar days prior to the scheduled training. Where possible, the City will attempt to schedule alternate training times.

Section 4. Equal Distribution of Overtime. Overtime work shall be distributed equally to employees in the bargaining unit to the extent feasible based on the requirements of the employer and shall be offered to those employees in the rank or classification in which the overtime is available.

Section 5. Court Time. Time and one-half for a minimum of two (2) hours shall be paid for all court time which does not involve regularly scheduled working hours.

## ARTICLE XXVII - SICK LEAVE

Section 1. How Earned. Any eligible employees covered by this Agreement who become sick or disabled shall receive sick leave in accordance with the provisions of this Article.

Section 2. Eligibility. Employees shall be eligible for sick leave after thirty (30) days service with the Employer.

Section 3. Amount Earned. Employees shall earn one (1) sick day for each calendar month of service.

Section 4. Accumulation. Employees shall accumulate up to eighty (80) days as long as they are in the service of the employer. At the end of each calendar year, any "accumulated" days of sick leave over eighty (80) will be compensated for in accordance with Section of 4.A. this Article.

- A. Annual Incentive Pay to Reduce use of Sick Time. To qualify, an employee must have accumulated eighty (80) sick days as of July 1 of the qualifying fiscal year.
1. If an employee does not exceed six (6) days absent from work due to illness or injury, he will receive Incentive Pay computed as follows:  $1/2$  (12 total days absent from work due to illness or injury) x current rate of pay.
  2. If an employee excess six (6) days absent from work due to illness or injury, he will receive Incentive Pay computed as follows:  $1/4$  (12 total days absent from work due to illness or injury) x current rate of pay.
  3. If an employee exhausts his sick leave bank because of extended illness, and has previously cashed in his accumulated sick leave over 80 days as described above, he may re-purchase sick days to extent needed at the rate at which they were cashed in.

Incentive pay will be paid in a lump sum by August 1st of each year and will not be included in compensation for purposes of computing pension.

Section 5. Retirement Payout. Employees shall receive a payout of fifty (50%) percent of all accumulated sick days to a maximum payment for forty (40) days upon retirement.

#### ARTICLE XXVIII - WORKERS' COMPENSATION

Section 1. Workers' Compensation. An employee who, as a result of injury or sickness has become eligible for Workers' Compensation benefits and is also eligible for paid sick leave, will be paid by the Employer an amount of money which when added to the weekly Workers' Compensation check, will equal one (1) regular work week's pay. For the first week, or any portion thereof, of the Worker's disability caused by personal injury or illness arising out of and in the course of employment, the City will pay an employee his regular pay with no charge to his accumulated sick leave. The first eight (8) calendar weeks of such disability will not be charged against the employee's accumulated sick leave. For each day of such disability in excess of eight (8) weeks for which an employee receives a partial payment of wages, the employee will be charged with one-quarter (1/4) day of paid sick leave for each scheduled work day. [If an employee has exhausted all accumulated sick leave he may use his remaining personal leave days at a rate of one-fourth (1/4) day of paid personal leave for each scheduled work day.]

#### ARTICLE XXIX - PERSONAL LEAVE

Section 1. Employees shall receive two (2) personal leave days per calendar year subject to prior approval of the employee's supervisor, except in cases of emergency. Such approval of the employee's supervisor shall not be unreasonably withheld.

#### ARTICLE XXX - FUNERAL LEAVE

Section 1. Up to three (3) days funeral leave with bereavement pay will be made available to each employee upon the death of any relative within the following relationship: mother, father, sister, brother, husband, wife, child, grandparent, mother-in-law or father-in-law.

Section 2. Additional unpaid funeral leave may be made available upon written permission of the Director of Public Safety and approval of the City Manager.

## ARTICLE XXXI - DEFERRED COMPENSATION

Section 1. Bargaining unit members may participate in the International City Management Association Retirement Corporation (ICMA-RC) Plan and/or the Public Employee Benefits Service Corporation (PEBSCO) Plan. The City shall provide bargaining unit members with a matching contribution of up to one percent (1%) of their base salary to this deferred compensation plan.

## ARTICLE XXXII - PENSION

Section 1. Amount of Straight Life Pension. The amount of straight life pension provided by Chapter 17, Section 17.16 (a) of the City Charter, applicable to a member at the time of retirement or death, shall be computed in accordance with the following Pension Formula in lieu of the method of computation specified in Section 17.16 (a).

- A. The amount of straight life pension is equal to 2.5 percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus one and one-half (1.5%) percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years, but basic retirement pay shall be limited to seventy-three (73%) percent of his final average compensation.

## ARTICLE XXXIII - RETIREMENT

Section 1. Group Health Insurance - Retired Members. In addition to the existing pension benefits provided by City Charter, the City shall subsidize the cost of group medical and hospital insurance for covered persons during the period of this contract.

Such coverage shall be equivalent to Traditional Blue-Cross/Blue Shield coverage with a \$150/\$300 deductible and 80/20 co-pay with vision & dental coverage, including a preferred prescription drug card with a \$7.00 co-pay coverage to include Master Medical Option 2 and pre-determination and second opinion requirements. (Coverage is identical to hospital, medical and surgical insurance currently provided to administrative employees of the City.)

A. Covered Persons:

1. Members of the retirement system who retire under the provisions of Section 17.15 (normal retirement) or Section 17.19 (duty disability).
2. Members of the retirement system who retire under the provisions of Section 17.14 (voluntary retirement.)

3. The spouse of persons covered under (1) or (2) if the retirement system pension is being paid in accordance with Option II or Option III provided in Section 17.18 and the spouse is the names beneficiary.

B. Amount of Subsidy:

1. For sworn personnel, the full cost of City sponsored coverage if the covered person is age 55 years or older but has not attained age 65 years or older, or retires pursuant to section 17.19 (duty disability regardless of age and service until age 64.
2. The full cost of City sponsored coverage which supplements Medicare coverage, if the covered person is age 65 years or older and is eligible for Medicare Part A coverage by reason of Social Security covered earnings.
3. The full cost of city-sponsored coverage if the covered person is age 65 years or older and is not eligible for Medicare Part A coverage by reason of social security earnings.

C. Other conditions. A covered person must enroll for Medicare Part B coverage if eligible to do so.

Section 2. Annuity Withdrawal Option Effective July 1, 1984. An employee covered by this Agreement who retires while in the employment of the City, and who retires pursuant to Section 17.14 (voluntary retirement), Section 17.15 (normal retirement), Section 17.19 (duty disability), Section 17.20 (duty disability after voluntary retirement age), Section 17.21 (duty disability before voluntary retirement age), Section 17.22 (non-duty disability incurred), 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. Any employee covered by this Agreement who elects to withdraw his/her accumulated contributions may also elect an optional form of payment provided in Section 17.18.

Section 3. Optional Forms of Payment of a Pension. The Option II and Option III forms of payment provided by Chapter 17, Section 17.18 (a) of the City Charter, as applied to a member at the time of retirement, shall be administered in accordance with the following wording:



- A. Option II. Joint and Survivor Pension. The retired member is paid a reduced pension for life under Option II. Upon the death of the retired member during the lifetime of the named survivor pension beneficiary, as defined in the City Charter, Chapter 17.18 (a), the named survivor pension beneficiary is paid the full amount of the reduced pension until death. Upon the death of the named survivor pension beneficiary during the lifetime of the retired member the amount of pension shall be changed to the amount that would have been payable had the retired member elected to be paid a straight life pension.
- B. Option III. Modified Joint and Survivor Pension. The retired member is paid a reduced pension for life under Option III. Upon the death of the retired member during the lifetime of the named survivor pension beneficiary, as defined in the City Charter, Chapter 17, Section 17.18(a), the named survivor pension beneficiary is paid one-half the amount of the reduced pension until death. Upon the death of the named survivor pension beneficiary during the lifetime of the retired member the amount of pension shall be changed to the amount that would have been payable had the retired member elected to be paid a straight life pension.

#### Section 4. Cost of Living Adjustment for Certain Pensions and Annuities.

- A. The amount of pension and annuity payable to an eligible pension recipient (as defined in subsection [B] below) with an effective date of retirement on or after, July 1, 1995, shall be increased in accordance with subsections (B), (C) and (D) below.
- B. For purpose of this section, an "eligible pension recipient" is:
1. A retired participant who has been retired at least six (6) months as of January 1 of the year in which the pension and annuity are to be increased under subsection (C) below.
  2. A survivor pension beneficiary who has been in receipt of a survivor annuity and pension for at least six (6) months as of January 1 of the year in which the pension and annuity are to be increased under subsection (C) below.
  3. A survivor pension beneficiary of a deceased retired participant who otherwise would have been retired six (6) months as of January 1 of the year in which the pension and annuity are to be increased under subsection (C) below.
- C. The January 1 on which a retired participant or beneficiary becomes an eligible pension recipient shall be referred to as the "COLA start date". Subject to subsection (D) below, on the COLA start date and on each subsequent January 1, the pension and annuity shall be increased by two

and one-half percent (2.5%), non-compounded, of the pension and annuity which would have been paid in the absence of cost of living adjustments provided under this section. The cost of living provision shall be considered in the calculation of optional forms of payment.

D. The maximum number of increases (including the COLA start date) applicable to a pension and annuity is sixteen (16).

Section 5. All other fringe benefits not specifically discussed in Appendix A or in the contract itself, which are in existence at the time of the execution of this Agreement shall remain in effect for the life of this Agreement.

ARTICLE XXXIV - DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect until midnight June 30, 2001 and thereafter until amended or modified as provided herein.

Section 2. Either party may, on or after March 1, 2001 serve a written notice upon the other party of its desire to amend or terminate this Agreement effective midnight June 30, 2001. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

POLICE OFFICERS LABOR COUNCIL

Shyl A. Whitstone

GROSSE POINTE FARMS COMMAND  
OFFICERS ASSOCIATION

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\_\_\_\_\_  
\_\_\_\_\_

CITY OF GROSSE POINTE FARMS

Richard W. Spahn

Sharon Dennis

## APPENDIX A

### LETTER OF UNDERSTANDING REGARDING THE PRO-RATION OF BENEFITS

Note: The following governs all applicable benefits below:

1. If a person is employed 10 days a month, the person will get credit for that month.
2. If a person is overpaid because of the timing of a benefit and the person's decision to terminate employment, such amount will be recovered from his final paycheck.

#### COLA

Date Paid: February  
Period Covered: Fiscal Year  
Basis of Pro-ration: Pro-rated on a monthly basis July 1<sup>st</sup> - June 30<sup>th</sup> for the number of months employee on board, whether new employee or retiree.

#### LONGEVITY

Date Paid: December 1 - 15  
Period Covered: Calendar Year  
Basis of Pro-ration: Pro-rated for portion of Calendar Year but new step amount not paid unless indicted service completed by January 1, i.e., paid on previous step amount.

#### HOLIDAY PAY

Date Paid: After February 15  
Period Covered: Fiscal Year  
Basis of Pro-ration: Pro-rated on monthly basis July 1 - June 30.  
- Employee starts 9/1, gets 5/6 of \$1,500 on 2/15.  
- Employee retires 5/1, final paycheck is reduced to recover 1/6.  
- Employee starts 5/1, gets \$1,500 + 1/6 (\$1,150) on 2/15 of following year.

UNIFORM MAINTENANCE ALLOWANCE

Date Paid: May 1- 15  
Period Covered: Fiscal Year  
Basis of Pro-ration: Same as Holiday Pay.

DETECTIVE PAY

Date Paid: February  
Period Covered: Fiscal Year  
Basis of Pro-ration: Same as Holiday Pay.

PERSONAL LEAVE

Date Paid: N/A  
Period Covered: On Calendar Year Basis  
basis of Pro-ration: - Employed by January 1, 2 PL days.  
- Retires by July 1, 1 PL day if not used.  
- Retires by December 31, 2 PL days if not used.

DEFERRED COMPENSATION

Date Paid: January & July  
Period Covered: January - June & July - December  
Basis of Pro-ration: Pro-rated to nearest month on 6 month payment basis.  
- Employee starts 9/1, 2/3 of 6 month payment made.  
- Employee retires 9/1, 1/3 of 6 month payment made.

POLICE OFFICERS LABOR COUNCIL

*Alyce A. Whitstone*

GROSSE POINTE FARMS COMMAND  
OFFICERS ASSOCIATION

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CITY OF GROSSE POINTE FARMS

*Richard [Signature]*

*[Signature]*

APPENDIX B

LETTER OF UNDERSTANDING  
REGARDING MEDICARE BENEFITS FOR RETIREES

The parties agree that up to a maximum of two employees retiring between January 1, 1992, and June 30, 1993, will receive health insurance if they are not covered by medicare benefits. Such employees must apply for medicare coverage to determine eligibility.

POLICE OFFICERS LABOR COUNCIL

*Loyal A. Whitstone*

GROSSE POINTE FARMS COMMAND  
OFFICERS ASSOCIATION

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\_\_\_\_\_

CITY OF GROSSE POINTE FARMS

*Richard B. [Signature]*

*[Signature]*



APPENDIX C

LETTER OF UNDERSTANDING  
REGARDING POSITION OF DEPUTY DIRECTOR OF PUBLIC SAFETY

1. The parties agree that the City has the right to combine the current positions of Chief of Police and Fire Chief into the position of the Deputy Director of Public Safety.
2. The parties agree that the Unit Clarification Petition filed by the POAM will be dismissed with prejudice and that the petition to the extent it seeks the position of Police chief, will also be dismissed with prejudice. The parties agree that the position of Deputy director will be a non-union position.
3. In Consideration for the above, the City agrees that appointments to the position of Deputy Director shall made by the Director of Public Safety with the concurrence of the City Manager and that such appointments shall only be made from those members of the Grosse Pointe Farms Public Safety

Department with at least five years of service. The parties agree that the Grosse Pointe Farms Command Officers Association has the right to negotiate for more stringent criteria.

POLICE OFFICERS LABOR COUNCIL

Lloyd A. Whitstone

CITY OF GROSSE POINTE FARMS

Richard Walsh

GROSSE POINTE FARMS COMMAND  
OFFICERS ASSOCIATION

Shane Leonard

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APPENDIX D

LETTER OF UNDERSTANDING

The parties agree that if during the term of this contract, City employees represented by the Police Officers Association of Michigan (POAM) received a reduction in eligible retirement age, either through negotiations or arbitration, such reduction will also apply to members of the Police Officers Labor Council (POLC).

POLICE OFFICERS LABOR COUNCIL

Lloyd A. Whetstone

CITY OF GROSSE POINTE FARMS

Richard [Signature]

GROSSE POINTE FARMS COMMAND  
OFFICERS ASSOCIATION

[Signature]

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