

6/30/2001

AGREEMENT

BETWEEN

CITY OF GROSSE POINTE PARK

AND

GROSSE POINTE PARK

PUBLIC SAFETY COMMAND ASSOCIATION /

POLICE OFFICERS LABOR COUNCIL

Grosse Pointe Park, City of

JULY 1, 1998 THROUGH JUNE 30, 2001

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AGREEMENT

This agreement made and entered into as of the 24th day of May, 1999 between the CITY OF GROSSE POINTE PARK, a Michigan municipal corporation, hereafter called the "*City*", and the PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION, hereafter called the "*Association*", and the POLICE OFFICERS LABOR COUNCIL, hereafter called the "*Union*".

ARTICLE I
PURPOSE AND INTENT

The purpose of this Agreement is to provide for the wage scale, working conditions and hours of employment for the employees of the City covered by this Agreement, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the City and the employees and to promote and improve peaceful job and economic relations between the parties.

ARTICLE II
RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all public safety command officers who are members of the Association for the purpose of collective bargaining and with respect to wages, hours and other terms and conditions of employment for the term of this Agreement. The City agrees not to negotiate with any other union or employees' organization other than the Union with respect to the employees in the Association; provided that any individual employee at any time may present grievances to the City and have the grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement; provided further, that the Union will be given an opportunity to be present at such adjustment.

ARTICLE III
UNION SECURITY

A. Employees shall not be required to join the Union. However, employees covered by this Agreement at the time this Agreement is signed shall either maintain their membership in the Union to the extent of tendering their regular periodic dues uniformly required as a condition of retaining Union membership or tender to the Union a representation fee equivalent to the regular periodic dues.

B. All employees hired after the signing of this Agreement shall within thirty (30) days from the date of hire, either become members of the Union to the extent of tendering regular periodic dues and initiation fees uniformly required as a condition of retaining Union membership or tender a representation fee equivalent to the regular periodic dues.

C. If the representation fee or membership dues provided above is not paid within ten (10) days after it becomes due, and if written notice thereof has been given to the employee and the City by the Union, then the City agrees that it will discharge such employee forthwith.

D. For the life of this agreement, The City agrees to deduct, upon voluntary written authorization from the employee, the regular periodic dues uniformly required by the Union from the employee's regular salary and will transmit the dues thus deducted to the Union on a prompt basis, but not less often than monthly.

E. The Union shall indemnify and save harmless the City from any and all claims, demands or suits by reason of any action taken by the City for the purpose of complying with this Article.

ARTICLE IV
NONDISCRIMINATION

The parties agree that there shall be no discrimination against any employee because of his membership in or activity on behalf of the Union; nor shall there be any discrimination against any employee because of his *race, creed, color, national origin, ancestry, political belief or gender.*

ARTICLE V
SENIORITY

A. **SENIORITY**: Seniority within rank shall be determined by time in rank or, where time in rank is the same for two or more employees, by an employee's length of service on the payroll of the City as a public safety officer, police officer or firefighter since the beginning of his last continuous employment. An employee shall be on probation for the first twelve (12) months within rank.

B. **REDUCTION**: Reduction of the number of employees in a rank shall be by seniority, as defined above.

C. **LAY-OFF**: In reducing the work force because of lack of work or other legitimate cause, employees shall be laid off according to rank and, within rank, according to seniority, with the employee with the least time in rank being the first employee laid off and the last employee laid-off shall be the first to be rehired.. In lieu of lay-off, an employee may elect to obtain a position of lower rank. If any promotion is made subsequent to an employee's election to take a position of lower rank in accordance with the immediately preceding sentence, an employee shall have the right to return to his former position without re-qualifying for it by test or other procedure.

D. **SENIORITY LIST**: The employer shall annually provide the Union with a list of employees covered by this Agreement and arranged in order of their seniority.

E. **BROKEN SENIORITY**: Seniority shall be broken for the following reasons:

1. An employee quits;
2. An employee is discharged for just cause;
3. An employee is absent without notice to the City for three (3) consecutive work days;
4. An employee retires;
5. An employee is on a leave of absence from work for more than six (6) months; or
6. An employee is unable to work on account of injury or illness and is no longer carried on the City payroll in accordance with Article XXIII or through use of accumulated sick leave.

ARTICLE VI
DISCHARGE OR SUSPENSION

A. **DISCHARGE OR SUSPENSION**: The City shall not, without just cause, discharge or suspend any employee. In the event of discharge or suspension, the City shall give such employee and the Union a written notice thereof, including the reason for the discharge or suspension.

B. **GRIEVANCE**: Any employee discharged or suspended, may file a grievance as to this discharge, or suspension. Should the result of the grievance or arbitration be that the action was without just cause, the employee shall be reinstated. The arbitrator shall have the authority to order full or partial compensation for time lost and to otherwise modify the penalty imposed. A demotion caused by the City's decision to reduce the number of employees in any rank, if the demotion is at the employee's option in lieu of lay-off, as provided in Article V, shall not be the subject of arbitration.

ARTICLE VII
ARBITRATION & GRIEVANCE PROCEDURE

A. If a difference arises between the City and the Union or any of the employees covered by this Agreement involving any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, it shall be settled in accordance with the procedures set forth below:

STEP NUMBER 1

Any employee having a grievance shall discuss the matter with the Union and if not resolved there, he or she shall proceed to Step 2 within fourteen (14) calendar days of the occurrence giving rise to the grievance.

STEP NUMBER 2

The grievance shall be promptly presented in *writing to the Director* of the Department of Public Safety or his authorized alternate. The Director or his alternate shall give his written decision within fourteen (14) calendar days of this receipt of the grievance.

STEP NUMBER 3

If a decision in Step 2 does not satisfy the employee, he or she may, within fourteen (14) calendar days of receiving the Director's written decision, request a *meeting with the City Manager* or his authorized alternate, to review the grievance. Such meeting shall be held within fourteen (14) calendar days of such request. The employee may be represented at such meeting by any person designated by the Union.

STEP NUMBER 4

If the employee is not satisfied with the results of the meeting with the City Manager or his authorized alternate, the Union may chose to proceed in either (but not both) of the following ways:

- (a) Refer the matter to the *City Merit Board* if the matter comes within the jurisdiction of the Merit Board as defined by the City Charter and City Ordinance, or

(b) Refer the matter to *arbitration*. The City and the Union shall attempt to agree on an arbitrator. If the City and the Union cannot agree in writing within fourteen (14) calendar days on an arbitrator, the party seeking arbitration shall refer the matter to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), which shall furnish a list of arbitrators. The parties shall share equally the expense of the arbitrator. Each party shall otherwise bear the expense of its own witnesses and its representation in the arbitration procedure.

B. The following provisions shall also be applicable to the grievance procedure:

(1) The employee and the City may have present such Union or City representatives as each desires.

(2) Neither the arbitrator nor the Merit Board shall have power to add to or subtract from or modify the terms of this Agreement, nor shall they exercise any responsibility or function of the Union or the City.

(3) It is the intention of the parties that the procedures herein shall serve as the exclusive means of peaceable settlement of all disputes that arise between them. During the life of this Agreement, the Union shall not cause any sit down strike, slow down or other interference with City services.

(4) Either the Union or the City may initiate a grievance on a matter of interpreting this Agreement by presenting the same in writing to the other, and if not satisfactorily resolved within fourteen (14) days, the party presenting the grievance may proceed by either alternative set forth in Step 4 described in (a) above.

(5) Because it is important to both parties that grievances be promptly resolved, the Union and the City agree that all grievances shall be pursued within the time dead-lines described in this Article VII and if said deadlines are not met through the *delay of the grieving party*, the grievance shall be canceled and withdrawn. However, both parties may agree in writing to extend any or all time limits under this article.

ARTICLE VIII
MANAGEMENT RIGHTS

The Union recognizes that, except as provided in this Agreement, all matters pertaining to the management, operation, performance and accomplishment of the functions of the Department of Public Safety are vested solely and exclusively with the City and the City retains all rights which it had prior to the execution of this Agreement, except as they may be limited or abridged hereby.

ARTICLE IX
PERSONNEL FILES

A **PERSONNEL FILES**: Employee personnel files are maintained by the Director of the Department of Public Safety. Employees may, upon written request, arrange to review their own personnel file on their own time, but not more frequently than two times a calendar year. Employees may request photocopies of their personnel files and must pay for the cost of making the copies. Before copies of documents may be given to an employee, a list of the documents photocopied will be signed by the Director of Public Safety or his designate and by the employee.

B. **GRIEVANCE**: If any employee believes any information contained in the personnel file is inaccurate, the employee should bring this to the attention of the Director of Public Safety. If mutual agreement cannot be reached concerning this information, the employee may prepare a written statement explaining the employee's position and attach copies of all disputed materials. This will become a part of the employee's file.

ARTICLE X
WAGES

A. The salary of all **PSO Lieutenants** shall be twenty-one (21) percent over that of the maximum base wage of a PSO I, reflected in the following annual rates:

Effective July 1, 1998	\$ 54,994.00	25.1808
Effective July 1, 1999	\$ 56,664.00	25.9450
Effective July 1, 2000	\$ 58,343.00	26.7138

B. The salary of all **PSO Sergeants** shall be fifteen (15) percent over that of the maximum base wage of a PSO I, reflected in the following annual rates:

Effective July 1, 1998	\$ 52,267.00	23.9323
Effective July 1, 1999	\$ 53,835.00	24.6497
Effective July 1, 2000	\$ 55,450.00	25.3892

C. **REPORTING TIME COMPENSATION**: These salaries include compensation for early reporting time which shall be five (5) minutes prior to shift starting time.

D. **CLASSIFICATION DATE**: An employee shall receive the full salary for the rank in which he is employed only on and after the date he attains the rank.

E. **OVERTIME PAY**: All overtime pay or compensatory time that may become due under this Agreement shall be computed at the rate of time and one-half. If overtime work does not exceed one-half (1/2) hour in any one (1) day, compensatory time off at straight time shall be granted only. Overtime pay or compensatory time entitlement will be rolled over into the next quarter. (Example: employee worked 46 minutes overtime, and received credit for 60 minutes).

F. **HOURLY RATE**: The hourly rate for employees in the various classifications shall be determined by dividing an employees annual salary by **2,184** hours.

G. **CALL IN PAY**: Each employee called in for duty when he or she is normally scheduled off duty shall be paid for a minimum of two hours work at time and one-half (1.5) if such call in time does not precede or follow scheduled duty hours.

H. **COMPENSATORY TIME**: Employees with accumulated compensatory time on June 30, of each fiscal year will be allowed to carry twenty-four (24) hours over to the next fiscal year and will be paid in full (straight time) for the remaining time **payment prior to June 30**. Employees will be encouraged throughout the year to use their compensatory time.

ARTICLE XI
VACATION

A. **VACATION**: Employees will be entitled to vacation as follows:

<u>Calendar of Years of Service as of December 31</u>	<u>Paid Vacation Hours in Years Following</u>
Under 07 years	156
07 years	168
08 years	180
09 years	192
10 to 14 years	204
15 years or more	240

B. **VACATION BUY BACK**: Any employee with five (5) years or more of service may, at his option, elect to receive up to sixty (60) hours pay in lieu of the equivalent vacation hours. *Payment prior to December 15th.*

C. **RETIREEES UNUSED VACATION TIME EXCEPTION**: Employees, by past practice, are required to exhaust vacation time by December 31, of each year. In the event an unusual or unforeseen circumstance develops whereby a retiring member wishes to extend that date, they must first obtain permission from the City Manager, whose decision shall be final.

ARTICLE XII
EMERGENCY MEDICAL TECHNICIANS

Employees who are certified as Emergency Medical Technicians (EMT) shall receive, in addition to their base wage, a payment of four percent (4%) of the maximum base wage of a PSO I, per year (pro rata from date of certification, if less than a full year), to be made in the *last pay period of June*.

Payment for prior 12 months
Pro-rated upon retirement.

maximum amt to be received is PSO I max base for
that year

ARTICLE XIII
SHIFT DIFFERENTIAL

The City shall pay a shift differential of eight hundred and fifty dollars (**\$ 850.00**) per year to all employees who work the *twelve hour shift*, pro rated on the basis of the number of twelve hour shifts worked. This differential to be paid during the *first pay* period in *June* of each year.

ARTICLE XIV
LONGEVITY

A. **LONGEVITY PAY**: Every employee represented by the Union shall receive longevity pay in a lump sum by ***December 15*** of each year when the same may be due, computed as follows based upon the number of years of continuous service completed on July 1 of each year of this contract:

Continuous Service	Longevity Pay (Percent of Base Wage)- <i>Of Sergeant or Lieutenant</i>
3 years - 5 years	0.5
6 years - 10 years	1.0
11 years - 15 years	2.0
16 years - 20 years	2.5
More than 20 years of service	3.0
More than 25 years of service	3.0 Plus \$ 400

B. **PRO-RATE**: Longevity pay may be pro rated on the basis of days actually worked by an employee if the employee has been absent from work for any reason (except duty-related injury) more than sixty (**60**) calendar days during the twelve (**12**) months immediately preceding the month in which payment is made.

ARTICLE XV
ACTIVE EMPLOYEE INSURANCE

A. **Hospital, Medical and Surgical Coverage** The City will maintain hospital, medical and surgical coverage for all employees and pay the entire premium, except as otherwise stated herein, along with any rate increase for such coverage. This coverage will consist of a ***CMM-PPO \$500.00 / \$1000.00*** Plan with an ***80/20*** co-pay of up to ***\$1,000.00*** after achieving the deductible. The City will reimburse out of pocket expense exceeding ***\$ 250.00*** annually independent of drugs and dental costs in accordance with the group's "***Explanation of Benefits***" approved expense statement. *Reimbursement shall occur semi-annually during the months of March and September of each year. Claims must be submitted within the first two weeks of those months.*

The City will provide coverage for dependents from age 19 to 25 provided such dependents are regular students. Dependent children who are physically impaired so as to preclude gainful employment will continue to be covered regardless of age. Active employees may retain coverage for other dependents age 19 and older if they reimburse the City for the cost of said premium and such dependents reside with employee.

B. **DRUG COVERAGE:** The City will provide for active employees, their spouse and their dependent children a self-funded prescription drug plan. This drug plan will provide prescription drugs ***at no cost*** through a designated pharmacy. The drug plan will also reimburse 90% of prescription costs at non-designated pharmacies. Unless a prescription states "***Dispense as Written***" or the prescribing physician requires a brand name, the drug plan will pay for only the generic equivalent. The plan will cover only reasonable and customary charges.

C. **DENTAL INSURANCE:** The City will provide each employee a ***100-50-50-50*** Dental Insurance Coverage with a cap of one thousand dollars (***\$1,000.00***) per year per person for each employee and each family member, to include dentures and braces.

D. **LIFE INSURANCE:** The City will provide group Life Insurance Coverage of forty thousand dollars (***\$ 40,000.00***) for each employee covered by this Agreement and will pay all premiums for such coverage.

E. **OPTICAL PLAN:** The City will participate in a plan (***Co-op Optical***) to replace and/or provide eyeglasses for the employee, his spouse and children under age 19, provided that the City shall not be required to contribute more than thirty-eight dollars (***\$38.00***) per employee per year to such a plan.

F. **INSURANCE OPTION**: Any employee may elect not to receive health and dental insurance coverage provided in Sections A, B, & C above through the City. An employee making such election shall receive an annual payment of fifty (50%) percent of premium up to two thousand dollars (\$ 2,000.00) from the City. If an employee after making the election not to receive any such insurance coverage through the city, wishes to resume such coverage, the annual payment shall be adjusted on a pro rated basis, with any unearned portion to be returned to the City as a requirement for resumption of such coverage.

G. **SURVIVORS BENEFITS**:

(1) **DUTY**: If an employee dies due to an injury or illness received in the line-of-duty, the City will continue the insurance coverage provided under Retirement Health Insurance provisions in Article XVII for his spouse and each of his dependent children under the age of 19. The City will also provide coverage for dependents from age 19 to 25 provided such dependents are regular students. If his spouse remarries or receives health insurance coverage from an employer or other source, the city will no longer provide the insurance coverage described in this subparagraph.

(2) **NON-DUTY (PENSION ELIGIBLE)**: If an employee dies due to an injury or illness not received in the line-of-duty but would have been eligible (had he lived) under Article XVII PENION paragraph (A), the City will continue the insurance coverage provided under Retirement Health Insurance provisions in Article XVII for his spouse and each of his dependent children under the age of 19. The City will also provide coverage for dependents from age 19 to 25 provided such dependents are regular students. If his spouse remarries or receives health insurance coverage from an employer or other source, the city will no longer provide the insurance coverage described in this subparagraph.

(3) **NON-DUTY**: If an employee dies due to an injury or illness not received in the line-of-duty, the City shall for a period of five (5) years after the death of the employee maintain insurance coverage as provided under Retirement Health Insurance provisions in Article XVII, for his spouse and dependents under the age of 19. The City will also provide coverage for dependents from age 19 to 25 provided such dependents are regular students. This coverage shall terminate if the spouse remarries or receives health insurance from an employer or other source.

ARTICLE XVI
RETIREMENT HEALTH INSURANCE

RETIREE COVERAGE DEFINED

* For purposes of health insurance, the term "retire" includes both length of service (*25 years and age 50*) and permanent duty disability retirees. Permanent duty disability retirees are those persons who can no longer perform job duties because of an injury or illness compensable under workers' compensation laws and who are eligible for duty disability retirement under the city's retirement plan. Health insurance continuation is not provided for persons unable to perform job duties because of non-duty disability

* Permanent duty disability retirees are not eligible to receive health insurance during any time period when equivalent hospital, medical, surgical insurance coverage is obtained through subsequent re-employment.

* Only the retiree, his or her spouse and qualifying dependents at the time of retirement are eligible for health insurance coverage and no persons shall be added for coverage after retirement. Additional coverage for new spouse or subsequent children can be obtained through the City plan at the retiree's expense. If a retiree divorces his or her spouse after retirement, coverage for the divorced spouse will immediately terminate upon divorce.

A. **HEALTH INSURANCE**: The City will maintain hospital, medical, drug and surgical coverage, for all retirees and pay the entire premium along with any rate increases for such coverage which shall consist of the *CMM \$250.00 / \$500.00 Plan* with an *80/20 co-pay* of up to *\$ 1,000.00* after achieving the deductible effective 09/01/95 with an accompanying *\$ 5.00 drug rider*. Coverage for dependents except as limited above, will be the same as it is for active employees.

B. **DENTAL INSURANCE**: The City will provide each employee with *100-50-50-50* Dental Insurance Coverage with a cap of one thousand dollars (*\$1,000.00*) per year per person for each retiree and each family member to include dentures and braces.

C. **INSURANCE OPTION**: An eligible employee who retires may also elect not to receive any health and dental insurance coverage to the extent set forth in paragraphs A and B above through the City. A retiree making such election shall receive an annual payment equal to fifty (50%) of the premium cost up to two thousand dollars (*\$2,000.00*) from the City. If a retiree, after making the election not to receive any health or dental insurance coverage through the City, wishes to resume such coverage, the annual payment shall be adjusted on a pro-rata basis, with any unearned portion to be returned to the City as a requirement for resumption of such coverage.

D. **MEDICARE REQUIREMENT:** All retirees and/or their spouses must make application and enroll if eligible for Medicare coverage in order to qualify for any health insurance provided under this Article, but such application shall not reduce the coverage or increase the out-of-pocket expenses of any retiree or his spouse. All retirees who are eligible will be responsible for his Medicare premium.

E. **RETIREE PREMIUM INSURANCE OFFSET:** In an effort to offset retirees costs, retirees shall have up to five (\$ 5,000.00) thousand of sick time buy out allotted as longevity bonus to enhance final average compensation.

To calculate take total sicktime / 1/2 X up to 600 hrs X ^{hrly} rate
This amount up to 5,000 is called longevity bonus.
any amount over 5,000 goes towards sicktime buy out.

Ex - 1300 hrs / 1/2 = 650 maximum 600

$$600 \times 25^{00} = 15,000$$

$$\begin{array}{r} 15,000 \\ - 5,000 \text{ (Longevity Bonus)} \\ \hline 10,000 = \text{sick pay} \end{array}$$

ARTICLE XVII
PENSION

A. **PENSION PLAN**: Subject to the conditions of this Article, the City will adopt the Michigan Employee's Retirement System (MERS) B-4 pension plan with the *F-50* (rider) and *FAC 3* option for employees. An employee who has twenty-five years (25) of service with the City and who has attained the age of fifty years (50), may at his option, retire with full pension.

B. **MULTIPLIER**: Any employee who retires shall have his pension benefits calculated on the basis of two and one half percent (2.50 %) for each year of service up to eighty (80%) percent of his final average compensation.

C. **FINAL AVERAGE COMPESATION**: The pension shall be based on the best consecutive thirty-six (36) months of employment to arrive at his final average compensation (FAC).

D. **EMPLOYEE CONTRIBUTION**: Employees contributions to the Retirement System shall be six (6) percent of his gross pay.

1. Further the union elects to forgo the COLA benefit to assist in the cost of the B-4 benefit.

ARTICLE XVIII
HOLIDAYS

A. **HOLIDAYS**: The following days shall be considered Holidays for the purposes of this contract.

January 1	July 4	Thanksgiving Day
Presidents' Day	Labor Day	December 24
Easter Sunday	Veterans Day	December 25
Memorial Day		December 31

B. **PREMIUM**: Any employee scheduled to work on any of the above holidays shall be paid at the rate of double time for the hours actually worked on that day.

C. **OVERTIME**: Any employee scheduled off on any of the above holidays and required to work, shall be paid at the rate of double time for the hours actually worked on that day.

D. **COMPENSATION**: (12 hours): Employees working the twelve hour schedule on *December 31st* of each year shall receive the following Holiday compensation, payable the *first pay period in January*.

worked December - 1998	\$ 1,400.00
1999	\$ 1,600.00
2000	\$ 1,800.00

E. **COMPENSATION**: (8 hours): Employees working the eight hour schedule on December 31st, of each year shall receive the following Holiday compensation, payable the *first pay period in January*.

worked December 1998	\$ 770.00
1999	\$ 880.00
2000	\$ 990.00

F. **EIGHT HOURS**: Employees on the eight hour schedule shall also receive the day off without loss of time.

G. **QUALIFICATION**: Payment will be based upon the principal assignment of the last eleven (11) holidays and pro-rated accordingly. There shall be no pro-ration for those who retire thereafter.

ARTICLE XIX
SICK LEAVE

A. **SICK LEAVE**: The City agrees that each Public Safety Department employee shall receive a credit of ten (*10*) hours of sick time for every month in which the employee works in excess of eighty (*80*) hours (vacation and compensatory time to be included in this calculation.)

B. **INJURY**: There will be no reduction of sick leave credit because of an absence caused by an injury occurring while the employee is on active duty.

C. **BUY BACK**: Any employee who retires may elect at the time of retirement to take one-half ($1/2$) of his accumulated sick time, up to a maximum of *six hundred (600) hours*. In the event an employee dies prior to retirement, this benefit shall be paid to his surviving spouse or, if he has no surviving spouse, to his children or estate.

D. **SICK TIME CAP**: No employee shall accumulate in excess of two thousand (*2,000*) hours of sick time.

ARTICLE XX
UNIFORMS

A. **UNIFORMS**: The City agrees to provide each Public Safety Officer with the required amount of public safety uniforms and equipment necessary for his employment. This will include complete clothing, badges, service revolver, leather goods, handcuffs/key, raincoat, fire coat, fire helmet, fire boots, fire gloves and other items directed by Department policy.

B. **UNIFORM GRIEVANCE**: The Union agrees that any grievance filed over these clothing or equipment provisions shall not be subject to arbitration but shall be within the final discretion of the City Manager, whose decision shall be final.

C. **PERSONAL ITEMS**: The City will repair or replace any uniform and personal items (such as watches, glasses, etc.) broken, damaged or lost in the line-of-duty, without the negligence of the employee. The City also recognizes it will be responsible for the normal replacement of equipment damaged through normal use (such as service revolvers, fire equipment, etc.). Further the Union agrees the replacement cost for personal watches and jewelry shall not exceed one hundred \$ **100.00** for each incident.

D. **DETECTIVE & ADMINISTRATIVE SERGEANT CLOTHING ALLOWANCE**: Those Command Officers assigned to the Detective Bureau shall receive an annual clothing allowance of \$ **900.00** and the Administrative Sergeant shall receive an annual clothing allowance of \$ **300.00** payable by December 15th.

E. **UNIFORM ALLOWANCE**: Each Public Safety Command Officer assigned to the Uniform Division will be credited with a uniform allowance of \$ **425.00** annually, to be applied *primarily* to the purchase and/or replacement of necessary on-duty public safety clothing and equipment. This includes a one-time weapon purchase registered in the officer's name.

- It is understood the Director or his alternate will have the authority to order an employee to replace worn or damaged items if necessary. It is also understood any funds not used in a fiscal year will be carried over to the next year.
- There shall be established a uniform allowance of \$ **350.00** to be applied to requests from the personal assigned to the Detective Bureau to maintain uniform purchases.
- Purchases other than noted above may be requested through the Director or his alternate for approval.

F. **UNIFORM MAINTENANCE ALLOWANCE**: The City shall pay each employee an annual cleaning allowance of two hundred and fifty dollars (\$ **250.00**), payable within the *first pay period of June* of each year of the contract.

ARTICLE XXI
BEREAVEMENT LEAVE

A. **BEREAVEMENT**: In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed five calendar days, immediately following the death, for each occurrence:

Husband	Wife
Children	Step-Children
Mother	Father

B. **OTHER RELATIVES**: In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three calendar days, immediately following the death, for each occurrence:

Step-Mother	Step-Father
Mother-in-Law	Father-in-Law
Sister	Brother
Sister-in-Law	Brother-in-Law
Grandparents of employee	
Grandchildren of employee	

C. **ADDITIONAL LEAVE**: If additional funeral leave days (*up to four*) are required by the employee in excess of those provided herein, the employee may request the employer to grant an emergency vacation leave and/or an emergency leave of absence without pay. Such leave shall not be unreasonably denied.

ARTICLE XXII
SUBROGATION

Whenever any employee covered by this Agreement shall receive any compensation (including wages) from or provided by the City, due to line-of-duty injury or illness of the employee, the City shall be surrogated to all claims of the employee arising out of or in connection with such injury or illness, to the extent of the compensation the employee has received from or provided by the City on account of such injury or illness.

ARTICLE XXIII
LINE-OF-DUTY INJURY

A. Any employee who is injured or becomes ill in the line-of-duty, such injury or illness defined as compensable by the Worker's Compensation Law, shall be carried on the City payroll at no loss of net pay for his classification and rank for a period not to exceed one (*I*) year from the date of injury. The employee shall continue to earn his sick leave, vacation leave and longevity pay, hospitalization and life insurance and shall have continuous service for purposes of seniority. The purpose of this paragraph is to make an employee who suffers an on-the-job injury or illness financially whole, to the extent possible.

B. If an employee is unable to perform his regular duties after one (*I*) year as the result of an on-job accident and/or illness, the City will attempt to provide other work for the employee but the City shall be under no obligation to retain the employee if there exists no position with duties that the employee has the ability to perform.

C. If it is determined that an employee is permanently disabled as a result of an accident or illness, whether on-duty or off-duty, and will be unable to return to his former duties or such other duties as may be then available, then the employee shall apply for the appropriate disability pension prior to the expiration of his accumulated sick leave.

ARTICLE XXIV
HOURS OF WORK

A. **HOURS OF WORK**: Public Safety Officers assigned to work an eight hour (8) shift shall be scheduled to work a forty two hour week and will be paid overtime or receive compensatory time off at the employee's option for hours worked in excess of his scheduled day or an excess of an average of forty two hours per week.

Public Safety Officers assigned to work a twelve hour (12) shift shall be scheduled to work eighty-four hours every fourteen days and shall be paid overtime or receive compensatory time off at the employee's option for hours worked in excess of twelve hours on any one shift or in excess of eighty-four hours in any fourteen day period.

B. **2,184 COMPENSATION**: Employees on the payroll July 01, assigned the eighty-four (84) hour schedule shall receive the below compensation. This time and pay shall be considered compensation for the hours to be worked during the upcoming fiscal year and is not considered a part of the regular rate of pay. Further more, only employees on the payroll on July 01, will qualify for this benefit, and there shall be no pro-ration for either newly promoted command officers or those who retire thereafter.

- Forty (40) hours of Compensation Time - credited on July 01 of each year.
- Forty (40) hours of pay (based upon their respective rates) - paid in a lump sum during the first two weeks of July of each year.

C. **UNION COMPENSATORY TIME**: Twelve (12) hours of compensatory time will be credited annually on January 01, of each year to each of the Grosse Pointe Park Command Officer Association steward's personal account (maximum of three stewards) to compensate for union related activities.

D. **LUNCH TIME**: Each Public Safety Officer shall have a thirty minute lunch hour during each eight or twelve hour tour of duty.

E. **WORK SHIFT CHANGE**: Past practice will prevail with respect to exchange of work shifts between Public Safety Command Officers upon mutual agreement between them.

ARTICLE XXV
STANDBY TIME

A: An employee placed on standby call who is not called in for duty will receive four (4) hours compensatory time off for each standby call.

B: No employee shall be placed on standby unless there is a civil disorder, fire, natural disaster or other public emergency.

ARTICLE XXVI
TRAINING TIME

Each employee shall be paid for training time which is assigned by the Director of Public Safety or his alternate, when the employee is scheduled to be off duty, at time and one-half for all hours outside his regular duty hours. Duty hours include thirty minutes directly proceeding or following regularly scheduled hours which are subject to compensatory time calculated at straight time. For example, if an employee works for one hour after a shift, the employee may elect to be paid for one hour at time and one-half. If such training time does not precede or follow such scheduled duty hours by thirty minutes or less, the employee shall be paid for a minimum of two hours of work at a time and one-half. Nothing in this paragraph shall prohibit the Director of Public Safety from rescheduling employees onto a eight hour day shift in order to facilitate training without incurring an unreasonable amount of overtime.

ARTICLE XXVII
COURT TIME

Each employee shall be paid or receive compensatory time at the option of the employee for court time when he or she is normally scheduled off duty at time and one-half for all hours outside his or her regular duty hours, and shall be paid or receive compensatory time for a minimum of two (2) hours work at time and one-half if such court time does not precede or follow scheduled duty hours.

ARTICLE XXVIII
PERSONAL TIME

A. **PERSONAL TIME**: Each employee shall receive twenty four (24) hours of personal time July 1st of each fiscal year. Such time shall not accumulate or vest from fiscal year to fiscal year. However, in cases where an emergency arises and employee is denied the use of his or her personal time it may be carried over or paid to the next fiscal year upon written Director approval.

B. **BONUS SICK TIME**: Each employee shall receive six (6) hours personal time following each fiscal quarter in which the employee does not use any sick time.

ARTICLE XXIX
DEFERRED COMPENSATION

The City will allow the employee to participate in a deferred compensation program available through payroll deduction. Further the City agrees to provide to the participating member each fiscal year, matching funds, of up to three ~~(3%)~~ percent of the their base pay, payable not less than semi-annually in the months of ~~January and July~~.

ARTICLE XXX
PROMOTION PROCEDURE

CRITERIA FOR PROMOTION

I. DUTIES OF A PUBLIC SAFETY LIEUTENANT

The Public Safety Lieutenant will be in charge of a Platoon, or such other assignment as the Director of Public Safety shall deem necessary. He shall see to the safety and well-being of the community by the protection of lives and property, the maintenance of order, and the enforcement of laws and ordinances. He has direct control and supervision over all of the sworn and civilian members of the department assigned to his command. He is responsible for the proper operation of his command the activities of its members, the enforcement of the rules and regulations of the department, and the scheduling, assignment, supervision, training and disciplining of subordinate personnel. He will oversee the maintenance of the public safety facility, the readiness of vehicles and equipment, and the proper care of prisoners.

He shall investigate all complaints against the members of his command and department operations. He shall act promptly in all cases where delay would result in a failure of the department to do its duty. He shall arrange his command so that it will be under competent supervision in his absence.

He shall promote harmony within his command and a cooperative spirit with the other divisions of the department. He will be dedicated to the improvement of the department operations and the maintenance of high performance standards in all services provided by the department.

He is delegated the necessary authority to effect his duties and responsibilities.

II. MINIMUM QUALIFICATIONS INCLUDE

Through knowledge of modern law enforcement and fire suppression practices, department organization, rules, regulations, and procedures; familiarity with crime and fire prevention practices, administrative and supervisory principles, criminal law and procedure, administrative codes, and ordinances; ability to command subordinates and sufficient communication skills to handle the necessary reports and records; tact and recognition of human relations' values in dealing with employees and the public; initiative and resourcefulness in meeting and disposing of difficult and unusual situations; sound judgment; even temperament; a sensitivity for and knowledge of fundamental concepts in the area of police community relations.

III ELIGIBILITY REQUIREMENTS TO TAKE THE EXAMINATION

All Sergeants who have completes two (2) years of service by a specified date.

IV PROMOTIONAL MODEL

Written Examination	55%
Promotional Oral Board	40%
Seniority in Rank	05%

V PROMOTIONAL ORAL BOARD

Candidates who receive a score of 70% or greater on the written exam will be scheduled to go before the oral board. The oral board will be staffed by three executives from outside police departments. Each member of the board will assess the performance of the candidate and develop an independent rating. The three independent ratings will then be averaged to determine the weighted score the candidate receives. Every effort will be made to ensure that each candidate receives a rating based on a fair and impartial evaluation of his performance.

VI IN GRADE SENIORITY

In grade seniority will be calculated on the basis of one half (1/2) point for each year of service in rank to a maximum of five (5) points.

VII ATTAINMENT OF ELIGIBILITY

Positions on the eligible register shall be attained as a result of the combined scores on the written examination, promotional oral board and seniority in grade. In the event of ties, candidates shall be listed in order of their seniority in grade in the event of equal seniority by lot.

VIII REQUIREMENT TO BE PROMOTED

Each person shall be required to pass a medical examination, the results of which must show that their physical condition is such as to reasonably insure their ability to successfully perform the duties related to the new rank.

IX PROMOTIONAL POLICY

When a vacancy occurs, the top candidate from the register will not be promoted but instead will be assigned to the position on a probationary basis for one year. The candidate will be given the salary, badge and insignia of the rank and be expected to perform all duties and assume all responsibilities the same as if he had actually been promoted.

At the end of one year, the Sergeant's performance will be evaluated and a determination will be made as to whether the Sergeant is entitled to promotion and confirmation in the rank of Public Safety Lieutenant.

The promotional register will remain in effect for twenty-four (24) months from the date of publication.

Test results, if normally available by the testing agency, will be provided for each section tested.

- * A bibliography will be furnished to each employee.

ARTICLE XXXI
TERM OF AGREEMENT

The parties agree that this Agreement shall be in full force and effect from *July 1, 1998*, through and including *June 30, 2001*. The parties further agree that negotiations for a new contract for the fiscal year ending June 30, 2001, and subsequent years, may be opened by notice by either party to the other on or after *April 1, 2001*.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the day and year first above written.

CITY

GROSSE POINTE PARK

By: _____

City Manager

UNION

GROSSE POINTE PARK
PUBLIC SAFETY
COMMAND ASSOCIATION

By: _____

Lieutenant Mark Maple

By: _____

Sergeant James D. Chopp

By: _____

Sergeant Joseph T. Srebernak

By: _____

POLICE OFFICERS LABOR COUNCIL