

087.

6/30/2000

**LABOR AGREEMENT**

between

**THE CITY OF HAZEL PARK**

and

**THE HAZEL PARK POLICE OFFICERS**

**Police Officers Labor Council - Patrolmen**

**July 1, 1996 through June 30, 2000**

*Hazel Park, City of*

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**Agreement Between**  
**THE CITY OF HAZEL PARK**

and

**THE HAZEL PARK POLICE OFFICERS**  
**Police Officers Labor Council - Patrolmen**

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This Agreement entered into this 6th day of June, 1997, between the City of Hazel Park, a Municipal Corporation, hereinafter referred to as the "City" or "Employer", and the Hazel Park Police Officers - Patrolmen, Police Officers Labor Council, hereinafter referred to as "Employee" or "Local Union", for the purpose of achieving efficiency and the promotion of harmonious relations between the parties.

**ARTICLE ONE**  
**RECOGNITION**

Section 1. Employees Covered: Pursuant to and in accordance with all the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the City of Hazel Park does hereby recognize the Hazel Park Police Officers, Police Officers Labor Council - Patrolmen, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all Patrol Officers, excluding the Command Officers of the Department.

Section 2. Other Agreements: The Employer will not aid, promote, nor finance any labor group organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Hazel Park Police Officers, Police Officers Labor Council - Patrolmen.

Section 3. Union Security and Check-Off:

- a. The Employer agrees to deduct membership dues each month from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the (current- succeeding) month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

b. Authorization for Payroll Deduction.

I hereby request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$\_\_\_\_\_per month. If any additional deductions are to be made, it must be authorized by the President/ Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the Police Officers Labor Council - Patrolmen, 667 East Big Beaver, Suite 205, Troy, MI 48083.

(Print) Last Name	First Name	Middle Initial
Address	City	State Zip Code
Social Security Number	SIGNATURE	Date

- c. Union Security Clause: Each Employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union 180 days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt or written notice to the Employer from the Union.
- d. Exception to the above condition, however, shall recognize that any Employee may exercise their choice of the following alternate condition. In lieu of Union membership, any Employee shall pay to the Union, a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided, however, that this requirement as to Employees applies only to those Employees within the classifications noted in Article One. This shall not apply to Police Officers employed on or before the date of this Contract.

## ARTICLE TWO UNION ACTIVITIES

Section 1. In general, the Employees of the Hazel Park Police Department shall have the right to join the Police Officers Labor Council - Patrolmen and to engage in lawful, concerted activities for the purpose of collective bargaining, or their mutual aid and protection or to express or communicate any view through the grievance procedure herein established, free from any and all restraint, coercion, discrimination, or reprisal by the City of Hazel Park.

Section 2. Release Time: Officers and other representatives of the Local Union may be afforded a reasonable time without loss of pay to pursue the enforcement of this Agreement by the processing of grievances with approval of the Command Officer.

Section 3. Bulletin Boards: The Local Union shall be provided a suitable bulletin board in the Police Squad Room for the posting of Local Union notices or other materials. No materials of a vulgar, profane or derogatory nature shall be posted thereon nor will any notices posted on the Department bulletin board be removed or defaced.

Section 4. Meeting: The Local Union may schedule meetings in the Police Department Squad Room provided such meetings are not destructive of the duties of the Employees or the efficient operation of the Department, provided said meetings are approved in advance by the Police Chief, subject to veto by the City Manager, for just reason.

Section 5. The Local Union shall be represented in all negotiations by their representative who will be selected in accordance with the rules of the Local Union. The Local Union will furnish the City with names of its authorized representatives, members of its Grievance Committee and such changes that may occur from time to time in such personnel so that the City at all times may be advised as to the authority of the individual representatives of the Local Union with which it may be dealing. The City will, in turn through its City Manager, keep the Local Union advised as to its representatives and any changes thereto.

Section 6. Under no circumstances during the term of this contract will the Local Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown, at any location or on property of the City or any curtailment of work or restriction of production or interference with the operations of the City, during the term of this Agreement. In the event of a work stoppage during the term of this contract, or other curtailment of Police service, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until same has ceased.

Section 7. In the event of a work stoppage, or other curtailment during the term of this Agreement, the Local Union shall immediately instruct the involved Employees in writing that their conduct is in violation of the Contract and they shall instruct all such persons to immediately cease the offending conduct.

### **ARTICLE THREE MANAGEMENT RESPONSIBILITIES**

Section 1. It is recognized that the Administration of the City, the control of its properties and the maintenance of order and efficiency are solely the responsibilities of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly exclusive are:

The rights to assign personnel, to establish appearance and performance standards, to regulate conduct and work procedures, the maintenance and repair of equipment, the amount of supervision required, the machinery and equipment necessary to perform the Police function; except as may be otherwise limited by this Agreement.

Section 2. It is further recognized that it is the responsibility of the City for the selection and direction of the work forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime that will be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth and the provisions of Public Act 78 of 1935, as amended; further, it is recognized that the City shall have the exclusive right to determine work schedules and the right to select materials and to purchase the services of others, contract or otherwise.

### **ARTICLE FOUR SENIORITY**

Section 1. Seniority shall be applied on a Department-wide basis in accordance with Employee's first day of employment.

Section 2. Probationary Employees: New Employees of the City of Hazel Park Police Department, shall be considered as probationary Employees for one (1) year following their completion of the statutorily required training period. As an Employee finishes the probationary period, he shall be entered on the seniority list of the Police Department and shall rank on seniority from his date of hire. There shall be no seniority among probationary Employees.

Section 3. The Local Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment except discharge or discipline of Employees, other than collective activities as permitted by Public Act 379 or 1965, as amended.

Section 4. The Seniority list of all Employees shall be furnished to the Local Union by the City once a year.

**ARTICLE FIVE  
HOURS OF EMPLOYMENT**

Section 1. Each pay period shall consist of fourteen (14) consecutive days. During each pay period, Employees shall work an average of ten (10) days and be granted an average of four (4) days off. Because of the use of the progressive schedule, exact hours within pay periods shall vary.

Section 2. Trading of Days: Subject to the approval of the Shift Lieutenant or Sergeant, Employees shall be permitted to voluntarily trade work or leave days on a limited basis, not to exceed forty (40) days per year regardless of who initiates the trade. A trade will not be allowed if it would necessitate payment of overtime due to operation of law or other provisions of this Agreement. An exchange of work detail prior to the first of the month shall not be considered a trading of days under this Section. If time owed is repaid during the same Fiscal Year as the original exchange, the repayment will not be counted as a trade of days.

Section 3. Work schedules shall be posted ten (10) days prior to shift change clearly indicating work days and off days for each Employee. As of the first day of the month, the schedule shall not be changed unless the change is mutually agreed upon by the Employees and Management. If an Employee becomes disabled and restricted to light duty, he may be reassigned to accommodate his current duty status. No change shall be demanded by the Employee which would necessitate the payment of overtime due to operation of law or other provisions of this Agreement.

Section 4. The City and Union shall form a committee to review future changes. Current practice shall remain as is until the combined committee mutually agrees to a change.

**ARTICLE SIX  
HEALTH PLAN**

MEDICAL COVERAGE:

Section 1. The City of Hazel Park will provide Blue Cross (or equal) coverage for all full-time Employees and their families for so long as the Employee remains on the roles of the City as an Employee. Such Employees will have the following coverage:

Blue Preferred Physician (P.P.O. Plan). Comprehensive Hospital, D45NM, CC/CLC, PSG-1, ML, TRUST 15, PLUS-15, SAT 2, SOT-PE, GLE-1, Master Medical Option IV, MMC-POV, \$5.00 Prescription Drugs co-pay, DC, FAE-RC, RM.

Coverage will also be provided for all retirees, and their families, retiring after August of 1979, and surviving spouse after the death of retiree, until he/she dies or remarries. This coverage, except as noted in Section 2 below, will be Traditional Blue Cross (or equal) coverage PSG-1 semi-private with D45N rider MM4, \$2.00 prescription drug co-pay. The differences between

traditional Blue Cross, Revised Blue Cross and the P.P.O. Plan are set forth in Appendix C.

While the Preferred Provider Program will not be required of members of this bargaining unit who retire, it is an option which is available to members of this bargaining unit who retire, prior to Medicare eligibility, if available from Blue Cross. Retired members who elect PPO's will have the opportunity to return to tradition coverage at open enrollment consistent with the regulations and requirements of Blue Cross.

Blue Cross defines the family to include the Employee, the Employee's spouse, and children through the calendar year in which they reach their nineteenth (19th) birthday. Employees may at their option, and at their own expense, provide protection for other dependents such as parents, blood relatives, members of their household, and for unmarried children over nineteen (19) years of age.

Section 2. For employees hired on or after June 23, 1997, whatever health insurance an employee has at retirement, carries over into retirement.

- a. Employee has option, at his/her expense, to "upgrade" to a "better" health insurance currently offered by the City, by paying the difference in the premium (or budgetary premium) through payroll/pension check reduction.
  1. Employee must notify City in writing within 30 days after the reopening period of their intent to change insurance.
  2. Employer will notify employee upon any change in the reopening period.

Section 3.

- a. For all employees hired on or after June 23, 1997. The same health insurance in Section One of this article described as "Blue Preferred Physician" (PPO Plan) will be provided except as modified below.
  1. Master Medical - \$100/\$200 deductible, with an 80/20% co-insurance.
  2. Whatever health insurance (including type, options, co-pays and deductibles) an employee has at retirement, carries into retirement.
- b. For all employees (current and new):
  1. Index percentage of health care costs at retirement based upon number of years of service:
    - a. 10-14 years of service - employee share 75%



- b. 15-19 years of service - 50%
  - c. 20-24 years of service - 25%
  - d. 25 and over - employee pays \$0.00
- 2. This indexing does not apply to Duty Related Disability retirement.
  - 3. Upon reaching the age of Medicare eligibility, the Employee must sign up for Medicare Part "B" and will be transferred to the City's Medicare retirement plan.

Section 4. Employee option to take \$150 per month in exchange for waiving entitlement to health insurance because they have other coverage:

- a. This payment will be made in semi-annual installments of \$900. Employee will be paid \$900 by December 31 and June 30. The payment will be for the proceeding six month period. If the employee terminates service with the City, the employee will be paid a pro-rata portion of the \$900.
- b. Employee must show proof that insurance is provided elsewhere. This proof will be required to be shown before each \$900 payment is disbursed.
- c. If the employee's other coverage is through a spouse and that spouse loses their coverage, the employee must notify the City, in writing, within 30 days of the spouse's termination.
  - 1. Upon such notice, the employee will be allowed to rejoin the City's coverage on the first day of the succeeding month that written notice was given to the City.
  - 2. Failure to notify the City within the 30 days will result in the employee requiring to wait until the next open enrollment period.
- d. These payments will be treated as regular compensation, but will not be subject to pension and hence not included in final average compensation or as part of wages subject to longevity.
- e. This \$1,800 payment, if applicable, will be adjusted by the index noted above in retirement. If a retiree is subject to the 50% index, then the \$1,800 payment will be indexed by the 50% (i.e. \$900 instead of \$1,800).
- f. If employee has coverage through another provider and wishes to return to the City's coverage, the employee must wait until the next open enrollment period.

Section 5. No negotiations on health insurance until July 1, 2002.

DENTAL COVERAGE:

Section 1. During the terms of this Agreement, the City of Hazel Park will provide Dental Care Coverage under the Prudential DMO Dental (or equal) payment plan for all full-time Employees and their families for so long as the Employee remains on the payroll. The Prudential Dental plan shall include the following schedule of services for out of network coverage:

Class I	-	100% Preventative
Class II	-	80% Basic Benefits
Class III	-	60% Major Benefits
Class IV	-	50% Orthodontic Benefits

One thousand dollars (\$1,000.00) shall be the maximum combined Class I, Class II and Class III benefit per member per contract year. One thousand dollars (\$1,000.00) shall be the lifetime maximum Class IV benefit per member.

Section 2. The City contribution for this coverage will be 100% of the cost of such coverage.

OPTICAL COVERAGE:

Section 1. The City of Hazel Park shall provide Optical Care Coverage under the Co-Op Optical No Co-Payment Plan for all full-time Employees and their families for so long as the Employee remains on the payroll. The City of Hazel Park will assume 100% of the cost of such coverage.

Section 2. Effective as soon as possible after the execution of this contract, the City shall provide optical coverage under the Co-Op Optical Plan IV (or equal) for each full-time Employee, spouse and children up to nineteen (19) years of age plus dependent students up to age twenty-five (25).

The benefits are as follows:

- a. Annual Eye Exams
- b. Annual lenses and frames
- c. Frames included up to \$38.00 retail value
- d. #1 or #2 Rose indoor tint
- e. Bifocals through a D-35

- f. Kryptok, D-Seq or executive Bifocals
- g. Lenses - either glass or plastic
- h. Contract allowance: \$90.00 toward contact examination, lenses and professional follow up care.

#### INSURANCE PLANS:

Section 1. It is agreed that the City has the option to change from the existing hospitalization, dental and optical plan to self-funded plans or other plans if the coverage is comparable or better.

### **ARTICLE SEVEN WORKER'S COMPENSATION**

Section 1. Provision of the Worker's Compensation Act in the State of Michigan shall apply to all accidents and injuries of the Employee in the line of Duty.

Section 2. In case of injury to a regular full-time Employee during the performance of his regular duties, resulting in temporary physical disability to the extent that he is unable to resume his regular duties, he shall be entitled to his regular pay. The first seven (7) days of such absence shall be paid by the City but shall not be charged against the Employee's accrued sick time.

After the first seven (7) days, the Employee will continue to receive his regular pay, but the difference between Worker's Compensation and his regular pay shall be charged against his accrued sick time, upon the expiration of which the City shall terminate full pay; however, the Employee may be eligible for extended duty related disability coverage as defined in subsequent sections. Upon his return to full-time employment, the amount of sick time which has been charged against the Employee during his absence shall be restored to his credit provided that the Employee can justify by the statement of a competent physician the fact that this absence was due solely to a job-connected injury, and provided further, that in the event of an alleged recurrence of the disability once having returned to full-time employment, said competent physician will provide a statement that the recurrence of the disability is due solely to the original job-connected injury and the Employee will be entitled only that portion of the Sick Leave days which were not used during the first absence.

Section 3. Extended duty related disability coverage shall provide an eligible Employee with 75% of his base salary for a maximum of six (6) calendar months calculated from the date when the Employee had exhausted benefits provided under Section 2 above. All sources shall be taken into account.

Section 4. Eligibility for extended disability benefits shall depend upon a clear showing by

competent medical evidence that such extended disability leave is necessary. The burden shall be on the Employee to request extended benefits and to provide the medical evidence to justify the granting of such request. In the event the City and the Employee do not agree, based upon the medical evidence presented by the Employee, the City may require the Employee to be examined by a physician of its choice and his findings and opinion shall be entitled to equal weight.

Section 5. Furthermore, in the event of recurrence of the same disability, the Employer is entitled only to the balance of extended duty-related disability, if less than six (6) calendar months were used during the first absence.

Section 6. No employee will be entitled to compensation insurance during the periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation, except any compensation gained from a compensation insurance that the Employee engages into privately. Any compensation due an Employee of the City under the provisions of the City Compensation Insurance policy during the convalescence period in which he is being paid his regular compensation, or 75% of the same by the City, shall be endorsed and paid to the City Treasurer and will be credited and paid to the City.

## **ARTICLE EIGHT LIFE INSURANCE**

Section 1. Employees shall be provided a \$40,000 life, accidental death and dismemberment policy, the full cost of which shall be paid by the City. The insurance shall continue so long as the Employee remains on the payroll.

## **ARTICLE NINE HOLIDAYS AND HOLIDAY PAY**

Section 1. Employee shall be paid for the following full day holidays:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	Martin Luther King Day
Employee's Birthday	

Section 2. Each Employee shall receive in the check covering the pay period in which the Holiday falls, a sum equal to eight (8) hours pay for the Holiday. The Employee's hourly pay will be computed by dividing his base salary by:

1996 - 1997	-	2088 hours	--	261 days
1997 - 1998	-	2088 hours	--	261 days
1998 - 1999	-	2080 hours	--	260 days
1999 - 2000	-	2096 hours	--	262 days

**ARTICLE TEN  
PERSONAL LEAVE DAYS**

Section 1. Each employee will receive four (4) Personal Leave Days per year. Personal Leave Days are not charged to sick time, which may be used for personal reasons, but may not be accumulated from one year to the next. No Personal Days may be taken while employee is on probation. A second year officer will have eight (8) Personal Leave days and four (4) Personal Leave days annually thereafter.

Section 2. One (1) Personal Leave day will be undeniable. "Undeniable Personal Leave Days" will be granted at the request of an officer. However, there are certain constraints that must be adhered to. No time off will be granted that generates overtime for more than one officer, i.e., an officer has already been given an "Undeniable Personal Leave Day", or guaranteed first/second choice vacation(s) that results in an overtime situation on any given day. Someone calling in "sick" will be an exemption, and an "Undeniable Personal Leave Day" may be granted due to that particular unforeseen circumstance.

1. "Undeniable Personal Leave Days" will be taken in eight (8) hour blocks in order to prevent logistical problems.
2. 48 hours notice must be given prior to requesting an "Undeniable Personal Leave Day". If 48 hours is not given, the leave shall be granted. However, it shall be at the discretion of the Shift Commander/Supervisor, whether or not a replacement will be called in.

Section 3. The remaining three (3) days will be granted, "manpower permitting" (time off does not cause overtime) and at the Shift Commander's discretion. Time off will not be unreasonably denied.

1. An Employee is required to give at least five (5) days written notice of his desire to take this Personal Day off. If the Employee is unable to give five (5) days notice, this shall be taken into consideration in granting approval of this request.
2. These Personal Leave Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual officer's risk. The Employee will be docked if they do not have time coming.

Section 4. If less than 48 hours notice is given for a Personal Leave day off that causes

overtime, a patrolman will be held over four (4) hours and another officer called in to work the subsequent four (4) hours.

## **ARTICLE ELEVEN VACATIONS**

Section 1. All Employees shall be eligible for vacations with pay, except during probationary periods. Such vacations shall be arranged by the Chief of Police, and the choice of the time as far as possible, will be granted according to their seniority.

Section 2. Vacation time will be based on the following schedule:

1 - 5 years	-	12 days
6 - 9 years	-	15 days
10 - 14 years	-	20 days
15 - 19 years	-	25 days
20 - 24 years	-	30 days
25 years & above	-	32 days

Section 3. The City shall determine the number of officers who will be permitted to be on furlough at any given time.

Section 4. Officers should use their Vacation Days annually, but under no circumstances will they be permitted to accumulate more than the number of days due them during a two (2) year period.

Section 5. Vacation Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual officer's risk. Employees will be docked if they do not have the time coming.

Section 6. The City will guarantee first and second choice vacations. Remaining vacation time will be granted, "manpower permitting" (time off does not cause overtime) and at the shift commander's discretion. Time off will not be unreasonably denied.

## **ARTICLE TWELVE LONGEVITY PAY**

Section 1. All non-resident Employees covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, by December 15th, longevity pay according to the following schedule:

5 years but less than 10 years	-	2% of base salary, overtime & holiday pay
10 years but less than 15 years	-	4% of base salary, overtime & holiday pay
15 years but less than 20 years	-	6% of base salary, overtime & holiday pay

20 years but less than 25 years	-	8% of base salary, overtime & holiday pay
25 years and over	-	10% of base salary, overtime & holiday pay

Section 2. All resident Employees covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, pursuant to Ordinance No. 533, by December 15th, longevity pay according to the following schedule:

5 years but less than 10 years	-	3% of base salary, overtime & holiday pay
10 years but less than 15 years	-	5% of base salary, overtime & holiday pay
15 years but less than 20 years	-	7% of base salary, overtime & holiday pay
20 years but less than 25 years	-	9% of base salary, overtime & holiday pay
25 years and over	-	11% of base salary, overtime & holiday pay

Section 3. All Employees regardless of residency hired on or after July 1, 1988, who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, inclusive of any Ordinance No. 533 monies, by December 15th, longevity pay according to the following schedule:

5 years but less than 10 years	-	2% of base salary, overtime & holiday pay
10 years but less than 15 years	-	4% of base salary, overtime & holiday pay
15 years but less than 20 years	-	6% of base salary, overtime & holiday pay
20 years but less than 25 years	-	8% of base salary, overtime & holiday pay

Section 4. The City resident schedule shall apply only when an Employee is a resident of the City of Hazel Park on December 1st. There will be no proration when an Employee was a City resident for part of the year but no longer resides in Hazel Park on December 1st.

### ARTICLE THIRTEEN OVERTIME

Section 1. Overtime shall be defined as time spent on duty by an Officer other than his normal work day when he is called in by the Officer in charge, required to work beyond his normal schedules termination time, or is required to attend training other than during scheduled work time, or court functions, both civil and criminal, which arise as a result of his official police duties.

Section 2. There will be no payment whatsoever for Civil Service Commission Hearings, grievance arbitrations, or other proceedings relating to a labor dispute.

Section 3. Overtime shall be paid at a rate of time and one-half an Employee's hourly rate as defined below.

Section 4. Employees shall receive a minimum of two (2) hours for each court appearance

except:

- a. When the court time is less than two (2) hours prior to the beginning of his tour of duty,

or

- b. When the time immediately follows his tour of duty.

Section 5. Employees who are called in to duty during their off-duty hours shall receive a minimum of two (2) hours except when their reporting time is less than two (2) hours prior to the beginning of their tour of duty; in the latter case, they shall receive credit for the exact time worked.

Section 6. During the term of this Agreement, the Employees hourly rate shall be determined by dividing the base salary by:

1996 - 97	-	2088 hours
1997 - 98	-	2088 hours
1998 - 99	-	2080 hours
1999 - 2000	-	2096 hours

Section 7. Overtime shall be granted in increments of fifteen (15) minute periods of work beyond the termination time. The following table shall be used to compute each hour of overtime:

1 - 15 minutes	-	.25 hour
16 - 30 minutes	-	.50 hour
31 - 45 minutes	-	.75 hour
46 - 60 minutes	-	1.0 hour

Section 8. Overtime shall be paid on each payroll.

Section 9. The following procedures shall be followed when overtime is to be assigned:

- a. The City retains the sole right to determine the need for overtime.
- b. Whenever possible, Officers shall not be given overtime assignments which cause them to work in excess of twelve (12) consecutive hours (including regular duty of hours).
- c. If an Officer calls in sick prior to the beginning of his shift (or the shift is shorthanded for any other unanticipated reason):
  - 1. The Shift Commander shall retain the required manpower from the shift on duty



to work an additional four (4) hours. The overtime shall be offered to Officers according to their seniority; all except the lowest seniority person(s) available will have the right to refuse the overtime.

2. The Shift Commander shall then contact persons scheduled for work on the following shift, based upon seniority, offering them four (4) hours overtime prior to their regular tour of duty. All persons shall have the right to refuse except for the lowest seniority Officer(s).
- d. If an Officer(s) becomes ill or is injured while on duty, (or added manpower is needed), and the Shift Commander believes that a replacement(s) must be sought:
1. If there are MORE THAN FOUR (4) HOURS remaining to be worked, the Commander shall contact off-duty members of his own shift according to seniority, offering them the overtime opportunity. If no one accepts it, he shall call the other members of the Department according to their seniority. The lowest seniority man must accept the overtime work.
  2. If there are FOUR (4) HOURS OR LESS remaining to be worked, the Commander shall contact Officers scheduled to work the following shift according to their seniority, and offer them the overtime opportunity. The lowest seniority man available on that shift must accept.
- e. If sufficient manpower is scheduled for a shift and the Chief, or his representative is aware of it sufficiently in advance, the overtime shall be posted on the bulletin board and the highest seniority person desiring it may claim it. Closing time for selection shall be 48 hours in advance of the overtime, if possible.
- f. In the event of an emergency requiring as much manpower as can be immediately summoned in the opinion of the Officer in command, Officers shall be contacted in any order and must report for duty immediately.
- g. Any overtime not covered in the aforementioned procedure shall be granted by the Shift Commander based upon seniority of the men available. It is understood that in the event special qualifications and/or training is needed to perform an overtime assignment or in the event immediate response time is imperative, (i.e. breathalyzer operation), seniority may be a secondary consideration. Seniority within specially trained groups of Officers will be followed.

Section 10. This Article shall be reviewed and may be upon mutual agreement revised by a subcommittee comprised of two representatives of the Union, the Chief of Police or his designee and the Scheduling Officer.

**ARTICLE FOURTEEN  
DEPARTMENTAL RULES**

Section 1. The rules and regulations, general orders, and special orders, as revised, presently in effect as of the date of this Agreement, and not in conflict with this Agreement, are adopted hereby and incorporated herewith.

**ARTICLE FIFTEEN  
CIVIL SERVICE RULES**

Section 1. It is recognized that there is a Civil Service Commission that has been established in the City of Hazel Park pursuant to and in accordance with Act 78 of the Public Acts of 1935 amended. In conformity with the Act, the Commission has adopted certain rules and regulations which may be revised. It is agreed that those rules not in conflict with this agreement are hereby recognized.

**ARTICLE SIXTEEN  
GRIEVANCE PROCEDURES**

Section 1. Every effort shall be made to adjust disagreements between the parties in an amicable manner. Therefore, it is agreed that all grievances, disputes or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2. The Local Union shall create a Grievance Committee composed of the four (4) elected officers of the Union. Their names shall be provided by the Union to the City at the time of their election or appointment.

Section 3. Neither the Union members nor its officers shall conduct Union business during their working hours except as otherwise provided in Article Two, Section 2.

Section 4. Grievance Representatives appointed in accordance with the provisions of Section 2 above, may be allowed to investigate and process grievance during working time without loss of pay, provided that there is sufficient manpower to cope with the existing workload in the opinion of supervisory officers.

Section 5. Any grievance or dispute which may arise between the parties under the terms of this Contract shall be settled in the following manner:

Step 1. Any Employee having a grievance shall first take up the matter with his immediate Supervisor and his union representative within thirty (30) days of the date upon which the grievable matter occurred. The supervisor shall attempt to adjust the matter and shall respond to the Union Representative or employee within five (5) working days, excluding Saturdays, Sundays, or holidays.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Representative or the Union Grievance Committee to the Chief of Police within five (5) working days, excluding Saturdays, Sundays, or Holidays, after the Supervisor's response is due. The Chief of Police shall respond to the Union Representative or Grievance Committee in writing within five (5) working days, excluding Saturdays, Sundays or Holidays.

Step 3. If the grievance remains unsettled, or if the Chief of Police has not responded within five (5) working days, excluding Saturdays, Sundays or holidays, the grievance shall be presented by the Union Representative or the Grievance Committee to the City Manager within five (5) working days, excluding Saturdays, Sundays, or holidays. The City Manager shall review the matter and shall respond to the party submitting the grievance within five (5) working days, excluding Saturdays, Sundays and holidays.

Step 4. If the grievance remains unsettled, or if the City Manager fails to respond within the time limits provided in Step 2 above, either party may within fifteen (15) days after the City Manager's response or failure to respond, by written notice to the other, request that the matter be submitted to arbitration through the American Arbitration Association or the Federal Mediation and Conciliation Services. The arbitration proceeding shall be limited specifically to the issue in question and shall be further limited solely to the interpretation and application of this Agreement. An arbitrator shall be selected from the panel presented by the American Arbitration Association by the alternative striking of names by the parties. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall not rule on anything unless it has been specifically brought before him. The arbitrator's decision shall be final and binding on all parties.

Section 6. The claim of any employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance. The employee shall have the option, after Step Two, of either electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Association, electing to proceed to arbitration under Step Three.

Section 7. If a dispute arises between the City and the Local Union as to whether a particular grievance is within the sole jurisdiction of the Civil Service Commission, or is properly the subject matter of the grievance procedure, either party may apply to the Oakland Circuit Court for a Declaratory Judgment, which Judgment shall limit itself to determination as to the proper jurisdiction.

## **ARTICLE SEVENTEEN SICK LEAVE**

Section 1. Sick Leave with pay must be earned before it can be taken. No Employee shall be eligible for Sick Leave during his probationary period of employment. A regular full-time Employee may be allowed Sick Leave in the amount of twelve (12) working days per year, which will be accumulated at the rate of one (1) day per month for each completed month of service. The minimum time allowed an Employee for Sick Leave shall be in one (1) hour increments.

Section 2. Sick Leave shall be defined as an authorized absence from duty with pay by reason of the illness of the Employee or members of his immediate family, or other justifiable absence in the judgement of the Chief of Police and the City Manager. The immediate family will be the Employee's spouse, child, mother, father, sister, brother, parent-in-law, or other relative in the Employee's household. Absence from duty for such reasons if duly granted by the City Manager, shall be considered and known as Sick Leave.

Section 3. Unused sick time may be accumulated. Employees hired before July 1, 1988 may accumulate up to 100 days of unused sick time. Employees hired after July 1, 1988, may accumulate up to 80 days of unused sick time. On the first of June of each year, sick time accumulation in excess of these amounts may be converted to salary at one-half (1/2) the Employee's regular rate of salary, or may be converted to vacation time at the rate of one (1) vacation day for each day of sick time beyond 100 or 80 days. Such time is then to be known as Vacation/Sick Time (V/S). V/S may be accumulated to a maximum of twenty-four (24) days. Whatever accumulated V/S time exceeds twenty-four (24) days on the first of July, all excess days will automatically be converted to salary at one-half (1/2) salary rate.

Section 4. The Employee will be responsible for notifying the City if he wishes to exercise the pay option prior to the first pay in July of each Fiscal Year.

Section 5. Sick Leave shall be considered for all purposes as continuing service, but in the event of lay-off, retirement or voluntary resignation, one-half (1/2) of the unused accrued sick time (to a maximum of 100 days or 80 days, depending upon the date of hire), shall be paid in an amount not to exceed the one-half (1/2) of the maximum accumulation (i.e. 50 or 40 days). However, no payment shall be made when the Employee is dismissed for just cause.

Section 6. A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. After all Sick Leave is used, if the Employee so elects, vacation time may be used as Sick Leave and regular payments made therefore, to the extent of the vacation time to which the Employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an Employee shall be discontinued until he returns to work.

Section 7. Sick Leave may not be granted in anticipation of future service. Sick Leave may be allowed in case of illness or injury occurring during vacation period. Evidence of such incapacity from that first day must, however, be provided to the satisfaction of the Chief of Police and the City Manager.

Section 8. Additional Sick Leave shall be granted for each full year of service as herein defined, or five (5) eight (8) hour service days, for prior service after the incorporation of Hazel Park as a City, and for each year of service after July 1, 1951, but not to exceed a total of 100 days. Such Sick Leave shall be known as RESERVE Sick Leave and shall be granted on the basis of length of service free from any interruption. Any continuous absences in excess of four (4) years shall be deemed to terminate any right occurring under the provisions of this subsection. This RESERVE Sick Leave is to be in addition to, but not a part of CURRENT Sick Leave as herein otherwise provided. It is to be used ONLY for long periods of illness of the Employee after all CURRENT Sick Leave has been used, and then by written request of the City Manager, who may grant or refuse same for substantial reasons. RESERVE Sick Leave will not be granted or requested for duty-related disability.

## **ARTICLE EIGHTEEN FUNERAL LEAVE**

Section 1. Employees will be granted a maximum of three (3) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents or other relatives in the Employee's household when the funeral is held within a three hundred (300) mile radius of the City of Hazel Park.

Section 2. Employees will be granted a maximum of five (5) days without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparent, spouse's grandparents or other relative in the Employee's household when the funeral is held outside of a three hundred (300) mile radius of the City of Hazel Park, or for the funeral of the Employee's spouse or child, regardless of distance.

## **ARTICLE NINETEEN UNIFORMS AND CLEANING**

Section 1. Each uniformed member of the Police Department shall be entitled to an annual uniform allowance and an annual cleaning allowance. Said sum will be paid quarterly.

Annually, effective 7/1/96: Uniforms - \$475.00/year  
Cleaning - \$400.00/year

Section 2. Uniform Changes: A Committee consisting of two (2) members of the Union, and two (2) Command Officers shall be set up to decide on uniform changes. Any decision by this Committee will be subject to veto by the Police Chief, but the Union will have the opportunity to appeal his decision to the City Council.

Section 3. In the event the City or Department chooses to change the current uniform, the City will assume the full cost of the change. The change will not be charged to the Officers in any way.

**ARTICLE TWENTY  
EDUCATIONAL BENEFITS**

Section 1. If an Employee pursues a course of study in the science of law enforcement at an accredited school, the City will provide such Employee with the following educational benefits:

There shall be no reimbursement for tuition or other costs of pursuing an education. Instead, an annual premium for Employees who have attained a degree shall be paid according to the following schedule:

BA/BS Degree	\$350.00 annually
MA/MS Degree	\$600.00 annually

Section 2. The annual premium shall be prorated on a bi-weekly basis and such payments will commence from the date on which the degree is attained.

Section 3. The \$400 annually that was paid for an AA Degree (or 60 hours) will be rolled in to base pay effective July 1, 1996.

**ARTICLE TWENTY-ONE  
SHIFT PREMIUM**

Section 1. The City will pay a shift premium, prorated after January 1st of each year, to Employees who are assigned to the afternoon and/or midnight shifts (termed inconvenient shifts) during a minimum of 50% if their regular duty time throughout the year as follows:

July 1, 1996 through June 30, 2000 - \$400 per year

Section 2. Payment to be made at the first pay period after June 30th of each year.

**ARTICLE TWENTY-TWO  
COMMAND RESPONSIBILITY**

Section 1. A Patrolman who is required to assume and perform the duties of a Shift Commander for a period of one (1) or more continuous hours, shall receive the equivalent of Sergeant's pay for that period of time. This does not apply for lunch hour or command meetings when the Command Officer is still on duty, but not at the desk.

**ARTICLE TWENTY-THREE  
WAGES**

Section 1. Wages for Employees in the Patrol Unit for the period July 1, 1996 to June 30, 2000 will be as follows:

See attached Patrol Unit Wage Scale Sheet.

PATROLMAN'S UNION

SALARY SCHEDULE FOR 7/1/96 - 6/30/97

3.50%

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Patrolman	30,026	31,918	33,929	36,068	42,318

SALARY SCHEDULE FOR 7/1/97 - 6/30/98

3.50%

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Patrolman	31,077	33,035	35,117	37,330	43,799

SALARY SCHEDULE FOR 7/1/98 - 6/30/99

3.00%

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Patrolman	32,009	34,026	36,171	38,450	45,113



PATROLMAN'S UNION

SALARY SCHEDULE FOR 7/1/99 - 12/31/99

2.00%

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Patrolman	32,649	34,707	36,894	39,219	46,015

SALARY SCHEDULE FOR 1/1/2000 - 6/30/2000

2.00%

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Patrolman	33,302	35,401	37,632	40,003	46,935

Section 2. New hires that are or become residents within 90 days of hire will receive \$500 one-time bonus. The employee must reside within the City for at least 270 consecutive days prior to receiving the bonus.

Section 3. Retro pays will be calculated as done in past practice, except as follows:

1. Employees affected by the six month step change will be adjusted as if the starting pay was \$28,552 and will receive their retro pay based upon the \$28,552. These employees will not receive a 3.5% increase on their retro pay.
2. Employees previously under the "old" four year rate (\$36,593 at June 30, 1996) will be paid their retro based upon that rate, not on the new four year rate (\$42,318).

Section 4. The Employer has proposed that the pay period be changed to end on Sunday instead of Wednesday. The parties agreed to meet to discuss implementation of this proposed change. If the parties cannot agree on the implementation of this change, it shall not be made. Change agreed to per Appendix A, which is attached.

#### **ARTICLE TWENTY-FOUR COST OF LIVING**

Section 1. Cost of Living adjustment eliminated effective July 1, 1996, and \$75.00 rolled into base pay.

#### **ARTICLE TWENTY-FIVE VEHICLE SAFETY**

Section 1. The City of Hazel Park shall provide patrol vehicles which shall be maintained in safe, operating condition.

Section 2. Each Officer shall be responsible to report any deficiencies to the Shift Commander on forms provided by the Department.

#### **ARTICLE TWENTY-SIX HAT REGULATIONS**

Section 1. Each Officer's hat is considered a part of the police uniform and must be in the Officer's possession for required use while on duty.

Section 2. The wearing of hats shall be mandatory when Officers are on the following detail and shall be strictly enforced:

- a. Officers shall wear their hats at all times when on Race Track detail.

- b. Officers shall wear their hats at all times while on or in a parade detail.
- c. Officers shall wear their hats at all times during a sporting event detail.
- d. Officers shall wear their hats while at all funeral assignments.
- e. Officers shall wear their hats while directing traffic.
- f. Officers shall wear their hats while on assigned foot patrol.

Section 3. If the Officers desire to wear their uniforms directly from home to work and back, he shall not be required to have his hat in his possession.

Section 4. Except as expressly listed above, hats will not be required to be worn by the Employee, but may be worn at the Employee's discretion.

## **ARTICLE TWENTY-SEVEN RETIREMENT PLAN MODIFICATION**

Section 1. Section 2.08.060 of the Hazel Park Municipal Code which was amended effective October 1, 1979, as follows:

Straight Life Pension, Section 17 to be changed to reflect straight life pension equal to 2.8% of final average compensation times all years of service, would be increased to limited to a maximum of 75% of final average compensation.

Section 2. Section 2.80.110 of the Hazel Park Municipal Code which was amended effective May 1, 1980, as follows:

Option under Section 20 to be changed to provide survivor's option to a maximum of 75% of the retiree's pension by a reduction of the retiree's pension of 5% shall remain in full force and effect during the term of this Agreement.

Section 3. A new Section to be known a Patrol Officer's Annuited Pension Withdrawal shall be added to the Hazel Park Municipal Code, providing as follows:

ANNUITY WITHDRAWAL: Any member employed in the Patrol Officers Unit who retires on or after July 1, 1987, may elect or receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Reserve for Member Contributions at the effective date of his retirement. A member employed in the Patrol Officers Unit terminating City employment with a pension payable pursuant to the Retirement System Ordinance may elect to receive a refund of all or part of his accumulated contributions on his effective date of benefit commencement. Provided, however, that any member employed in the Patrol Officers Unit withdrawing his

accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member's Straight Life pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table specified by the Board for use in optional benefit determinations and the interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement. The City will allow at least three (3) members employed in the Patrol Officers' Unit to make this election during any Fiscal Year.

Section 4. As soon as possible, after the date of the execution of this contract, Section 2.80.110 at Option B, Option C and Option D shall be amended to read as follows:

Option B - 100% Joint and Survivor:

A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 100% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life pension. For Patrol Officer Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option C - 50% Joint and Survivor:

A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 50% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Patrol Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option D - 75% Joint and Survivor:

A Retirant who was a Police or Fire Employee Member may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 75% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall equal 95% of the retirement income provided by 2.80.064, payable as a straight life pension. For

Patrol Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Section 5. As soon as possible after the date of the signing of this Agreement, Section 2.80.080 is hereby amended by adding a new subsection (.083) to read as follows:

2.80.083 Duty Death Pension. A Member who is a Patrol Unit employee who dies while in the employ of the City, whose death is found to be the natural and proximate result of a personal injury or disease arising out of and in the course of the member's duties as an employee of the City, regardless of the number of years of credited service earned by the member as of the date of death, shall have paid to his surviving spouse a monthly retirement income. The amount of the retirement income shall be computed in accordance with 2.80.064 based upon (1) his rank at death and (2) years of Credited Service which shall equal the number of years, including any fraction of a year, of Credited Service he has acquired by the date of death plus, the number of years, including any fraction of a year, from the date of death until the member would have reached age 55.

Section 6. As soon as possible after the date of signing this Agreement, Section 2.80.060 shall be amended by adding subsection 2.80.062 C.3. to read as follows:

2.80.062 C.3. Effective June 30, 1990, any age for Patrol Unit Members only if the Member has twenty-five (25) or more years of total credited service with the City.

Section 7. As soon as possible, Section 2.80.050 shall be amended by adding subsection 2.80.053 as follows. If the City of Hazel Park Pension adopts a provision allowing for the purchase of military service credit, members of this unit have the option of choosing the Board's provision or the provision below:

2.80.053 Military Service. Patrol Unit member who, prior to employment by the City, was called to or entered any military service of the United States during time of war, period of compulsory military service, or period of national emergency recognized by the board, shall have such required period of active duty credited him as membership service, subject to the following conditions and limitations:

(1) The member files a written election with the board during the period beginning January 1, 1988 and ending December 31, 1988 to claim military service credit not to exceed four years under the provisions of this subsection. (2) The member furnishes the board such information as the board determines necessary to verify the amount of military service claimed. (3) The member pays to the Retirement System an amount equal to the member's percent contribution rate as of January 1, 1988 multiplied by the member's annual rate of compensation during calendar year 1988 multiplied by the period of military service claimed. (4) The required payment shall be made under one

of the following options: (i.) payment in full within ninety (90) days of the approval to claim military service under the provisions of this subsection; (ii.) payment in equal annual installments over the three-year period beginning January 1, 1989, and ending December 31, 1991. Payment must be completed prior to application for retirement. (5) Military service credited under the provisions of section 2.80.052(a) shall not be claimed or credited under the provisions of this section. (6) Military service which is or will be the basis of service credit under any other public employee retirement program shall not be claimed or credited under the provisions of this section.

Section 8. Effective July 30 1997, Employee contributions shall be at the rate of 8.5% of payroll for the next 30 years after which time the contribution rate will change to 7.38%.

Section 9. Upon retirement, accumulated sick time, up to 192 hours shall be converted and paid as salary at the rate of 100% and shall be counted for the purpose of final average compensation.

Section 10. No negotiations on any aspect of the pension plan until July 1, 2002.

Section 11. Notice of intent to retire:

1. Employee must give six (6) month notice of intent to retire in writing to the Police Chief.
2. Employee can cancel his intention, within 30 days of his/her notice of intent, by submitting in writing to the Police Chief of his intent not to retire. After 30 days, the employee must retire unless the Police Chief and the City Manager approve the cancellation.

## **ARTICLE TWENTY-EIGHT FOOD ALLOWANCE**

Section 1. Whenever an Employee is required to be away from the City of Hazel Park for training or Court, a meal allowance of \$6.00 per meal will be paid. This Section is effective from the date of execution of this Agreement.

## **ARTICLE TWENTY-NINE JURY DUTY**

Section 1. An Employee who is called for jury service shall be excused from work for the days on which s/he serves (including required reporting for jury duty when summoned, whether or not s/he is used as a juror and shall receive, for each such day of jury service, on which s/he otherwise would have worked, the difference between the payment s/he receives for such jury service and the amount calculated by the City in accordance with the following formula. Such pay shall be based on the number of days such Employee should have worked had s/he not been

performing such jury duty (plus any holidays in such period which s/he would have worked) and the pay for each such day shall be at their regular rate (excluding shift differentials, Saturdays, Sundays or overtime premiums) during the last payroll period worked prior to jury service. The Employee will present proof that s/he did serve and the amount of pay, if any, received therefore. Employees shall be required to return only the "jury fee" to the City from the compensation received from the Court. Payment shall be made in minimums of one-half (1/2) day.

## **ARTICLE THIRTY PERMANENT SHIFTS**

Section 1. This Article does not apply to probationary Employees.

Section 2. Normal uniform patrol shift assignments and Detective Bureau assignments shall be:

- |    |                   |                            |
|----|-------------------|----------------------------|
| a. | Day Shift:        | 7:00 a.m. until 3:00 p.m.  |
| b. | Afternoon Shift:  | 3:00 p.m. until 11:00 p.m. |
| c. | Midnight Shift:   | 11:00 p.m. until 7:00 a.m. |
| d. | Detective Bureau: | 9:00 a.m. until 5:00 p.m.  |

Race Track Detail: An eight (8) hour detail to cover post-time and closing at Hazel Park Race Track while race track is open. On non-racing days, officers will revert to this regular shift assignment.

Section 3. Officers who are members of the Patrol Officer's Union shall be assigned as provided for herein to non-rotating patrol shifts commonly known as Permanent Shifts.

Section 4. Officers who are members of the Patrol Officer's Union shall have the opportunity on the first day of April and the first day of October of each year to select the uniform patrol shift of their preference. All Patrol Officers, regardless of shift assignment or special assignment, shall make shift selections at appropriate times.

Section 5. Selections shall be based upon the seniority of the Officers, and all selections must be completed at least one (1) month prior to the end of the previous selection period.

Section 6. During the six (6) month assignment periods, patrol shifts shall not be changed, except in the following situations:

- a. When Employer and Employee agree to a change of shift.
- b. When a change in manpower is required due to illness, injury, death, resignation, retirement, lay off, promotion, transfer or discharge.

- c. In the event of other, unanticipated difficulties in the opinion of the Employer based upon just cause.
- d. When an Officer fails to perform his duties in an acceptable manner at an acceptable level based upon just cause.
- e. When a personality problem individuals on a given shift indicates that reassignment would be wise, in the opinion of the Employer, based upon just cause.

Section 7. It is further agreed that the Employer may make temporary changes in the working hours of any Employee for up to ten (10) working days at any time during a one (1) year period, subject to the provisions of Article Five, Section 3. These switches need not be consecutive, they can be individual switches.

Section 8. Permanent Shifts - The City and Union shall form a Committee to review future changes. Current practice shall remain as is until the combined committee mutually agrees to a change.

Section 9. Approval is hereby given to publish a 28 day cycle schedule.

Section 10. The City agrees to maintain twenty-one (21) uniformed Patrol Officers (which includes race track assignments and one person assigned to the Detective Bureau) based upon the following terms and conditions:

- a. In the event that a uniformed Patrol Officer separates from employment (e.g. death, resignation, retirement, discharge), the City will make best efforts to replace this Officer provided, however, the parties agree that there will be no resulting violation of this contract to the extent there are fewer than twenty-one uniformed Patrol Officers.
- b. In the event of sickness, disability, suspension or other temporary unavailability of a uniformed Patrol Officer bringing the level of Patrol Officers below twenty-one, the City shall not be held in violation of this Agreement. To the extent possible, the City will make best efforts to replace such employees after an extended period of sickness or unavailability.
- c. After the execution of this Agreement by the parties, officers seeking to bid for the race track shift will follow the procedures set forth and described above in Sections 4 and 5 of this Article.
- d. The City will make best efforts to initiate or maintain an eligibility list as prescribed and allowed under Act 78 of Public Acts 1935, as amended, in order to fill vacancies.



Section 11. Nothing in this Article shall be construed as mitigating the Employer's rights under the current collective bargaining agreement.

Section 12. No residency required of members of this bargaining unit.

Section 13. Patrolman's assignment to Detective Bureau will be on a merit basis and at the discretion of the Chief of Police.

### **ARTICLE THIRTY-ONE HEALTH AND SAFETY**

Section 1. The City shall pay the cost for Hepatitis B shots for all Patrol Unit employees who desire the same. The decision to get these shots shall be entirely that of the Employee.

### **ARTICLE THIRTY-TWO DEFENSE AND INDEMNIFICATION**

Section 1. All Patrol Unit employees shall be covered by liability insurance while in the course of their duties in an amount which is sufficient to cover reasonable anticipated civil damages. When a Patrol Unit employee needs legal assistance as a result of actions taken within the scope of his authority and employment, he shall have the right to request and receive such assistance from the City. In such a case, the City shall provide legal counsel for the purposes of advice and representation, shall provide for the payment of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage.

### **ARTICLE THIRTY-THREE PROMOTIONS**

Section 1. The current method of computing scores and compiling a promotional list shall be continued except that the written examination and seniority shall be weighted 75/25. There shall be no oral examinations. The written examination shall be provided by the Michigan Municipal League unless otherwise agreed between the City and the Union.

### **ARTICLE THIRTY-FOUR GARRITY WARNINGS**


Section 1. An Employee who is about to be questioned by a Superior Officer and such questioning may lead to disciplinary action or criminal action, must be advised of his/her garrity rights. The Employee will be so advised by the Superior Officer providing the Employee a copy of Appendix B of this Agreement. The document will be read to the Employee by the Supervisor and will be signed by the Employee, the Superior Officer, and the Union Representative present at the time of the questioning. Copies of the signed document will be provided to the Employee and Union Representative.

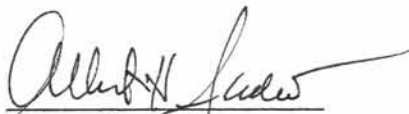
**ARTICLE THIRTY-FIVE  
TERM OF AGREEMENT**

Section 1. This Agreement shall be in effect from the first day of July, 1996 and shall remain in full force and effect up to and including the 30th day of June, 2000.

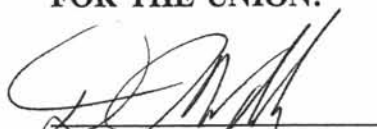
Section 2. In the event negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement may, by mutual consent, remain in full force and effect, pending agreement upon a new contract.

**FOR THE CITY:**

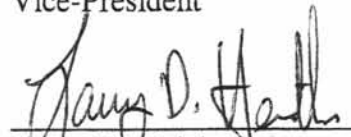
  
K. Joseph Young  
City Manager


  
Albert H. Sadow  
Chief of Police

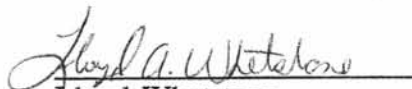
**FOR THE UNION:**

  
Dennis J. Welch  
President

  
Mark Roettger  
Vice-President

  
Larry Hendricks  
Secretary

 #209  
Bruce Arthur  
Treasurer

  
Lloyd Whetstone  
Field Representative

DATE: 4-6-98

patrol/pr  
1/8/98:4/2/98