

6575

6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

**THE POLICE OFFICERS LABOR COUNCIL/
LINCOLN PARK POLICE OFFICERS ASSOCIATION**

July 1, 1999 - June 30, 2002

Lincoln Park, City of

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AGREEMENT

The City of Lincoln Park, Michigan, hereinafter designated as the "City" and the Lincoln Park Police Officers Association, hereinafter designated as the "Association" hereby agree as follows:

To a Collective Bargaining Agreement for the period July 1, 1999 through June 30, 2002.

ARTICLE I - RECOGNITION

Pursuant to the authority granted under Act 379 of the Public Acts, 1965, the City recognizes the Association as the exclusive collective bargaining representative relative to salaries, hours of employment and other terms and conditions of employment for all members of the Police Department below the rank of Sergeant.

ARTICLE II - PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City of Lincoln Park, and the Lincoln Park Police Officers Association.

To these ends, the City and the Association encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all members of the Association.

DEFINITIONS

- | | |
|----------------------------------|---|
| 1. CHARTER | Means the Charter, City of Lincoln Park |
| 2. CHIEF | Means Chief of Police |
| 3. CITY | Means City of Lincoln Park |
| 4. COLLECTIVE BARGAINING AGENT | Means the LPPOA |
| 5. COMMANDING OFFICER | Means the immediate supervisor of member |
| 6. COUNCIL | Means Council, City of Lincoln Park |
| 7. DEPARTMENT | Means the Lincoln Park Police Department |
| 8. LPPOA | Means Lincoln Park Police Officers Association |
| 9. MEMBER | Means all Patrolmen who are included in the Bargaining Unit represented by LPPOA |
| 10. REPRESENTATIVE | Means any elected Association official (including shift representatives) of the Lincoln Park Police Officers Association |
| 11. SERVICE OR LENGTH OF SERVICE | - shall include service with the Police Department of the City of Lincoln Park |
| 12. SENIORITY | Shall be determined by computing the time that such member has actually served as an active member of the Department, except that those who serve in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service. Officers suspended for cause for more than |

- thirty (30) working days will not be credited with seniority during the term of suspension, subject to the authority of an arbitrator.
13. STRIKE Means any concerted action that interrupts service
14. PROBATIONARY OFFICER Is a member who has not been promoted to Patrolman by the Commission of Public Safety
15. BASE RATE Is to be used for computing hours of pay for payments other than normal annual salary, such as overtime
16. COMMISSION Means Commission of Public Safety, City of Lincoln Park
17. DEPARTMENT ORDER Means orders issued by proper authority of Department executives governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules & Regulations of the Department as set forth by the Lincoln Park Commission of Public Safety
18. PARTIES Lincoln Park Police Officers Association and equal representatives of the City of Lincoln Park.
19. PROBATIONARY PERIOD The probationary period of a member shall be twelve (12) months from date of taking oath of office and eighteen (18) months for members taking oath of office after September 9, 1996.
20. GRIEVANCE A grievance shall be defined as any dispute between the City and the Association and any employee or employees covered under this agreement, arising out of the interpretation, application or administration of a specific article or section of this contract.
21. GRIEVANCE COMMITTEE A committee selected by the executive board of the Lincoln Park Police Officers Association for all purposes set forth herein
22. ANNIVERSARY DATE Shall mean the date of employment of the officer with the Lincoln Park Police Department. Anniversary dates may be adjusted to account for leaves of absence or suspensions without pay in excess of thirty (30) days.
23. SPECIAL DAY OFF (S.D.O.) An S.D.O. shall be defined as any eight (8) hour increment of book time. S.D.O.'s shall be subject to minimum manpower
24. A.A.A. Shall mean the American Arbitration Association.
25. F.M.C.S. Shall mean Federal Mediation Conciliation Service
26. MEMBER/OFFICER The term member or officer when used hereinafter shall include all male and female members represented by the Association in the bargaining unit as above defined. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.
27. POLC Police Officers Labor Council
28. LEAVE DAY Any fully paid day off work which is not a vacation day or sick day

ARTICLE III - WAGES

7/1/99 (3%)	ANNUAL	BI-WEEKLY	HOURLY
Starting	\$34,998.49	\$1,346.10	\$16.83
1 Year	39,935.36	1,535.98	19.20
2 Years	41,292.80	1,588.18	19.85
3 Years	42,650.26	1,640.36	20.50
4 Years	44,007.72	1,692.60	21.16
Senior Lead Officer	45,590.59	1,753.48	21.92

7/1/00 (2%)

Starting	\$35,698.46	\$1,373.02	\$17.16
1 Year	40,734.06	1,566.69	19.58
2 Years	42,118.66	1,619.95	20.25
3 Years	43,503.27	1,673.20	20.92
4 Years	44,887.87	1,726.46	21.58
Senior Lead Officer	46,502.40	1,788.55	22.36

7/1/01 (3%)

Starting	\$36,769.42	\$1,414.21	\$17.68
1 Year	41,956.08	1,613.70	20.17
2 Years	43,382.22	1,668.55	20.86
3 Years	44,808.36	1,723.40	21.54
4 Years	46,234.51	1,778.25	22.23
Senior Lead Officer	47,897.48	1,842.21	23.03

Section 2 - Shift Differential

A premium for working regularly scheduled shifts other than the day shift shall be paid as follows:

Afternoon Shift	\$.50 per hour
Twilight Shift (6:00 P.M.- 4:00 A.M.)	\$.50 per hour
Midnight Shift	\$.50 per hour

Section 3 - Cost of Living

The amount of cost of living allowance (COLA) that shall be in effect for any quarter shall be \$.42 per hour. COLA shall be paid quarterly on a separate check for all hours worked, including overtime hours.

ARTICLE IV - COURT DUTY

Section 1 - Off Duty Court Attendance

For any off duty court appearance, each member shall receive time and one half (1 1/2) pay for all time required to be spent, with a minimum of six (6) hours pay at the base rate, except as provided in Section 2, hereof.

Section 2 - Afternoon Shift Court Attendance.

A member appearing in court within two (2) hours prior to their regular shift will receive time and one half (1 1/2) up to his regular work schedule. A member appearing in Court within one (1) hour after the regular shift shall receive time and one half (1 1/2), from the end of the shift, for all time required to be spent in Court.

Section 3 - Additional Court Fees Received

If a member receives any fee, subpoena, etc., except subpoena fees from Circuit Court, for his appearance in any court for which he is paid in accordance with Section 1, those monies shall be turned over to the City.

Members shall be entitled to out of pocket expenses incurred in the performance of their Court duty, which shall include, but not necessarily be limited to, parking and lunch allowance. Said allowance shall be permitted only upon presentation of documentation as provided by the Standard Operating Procedures Policies passed by the Mayor and Council.

Section 4 - Signing Complaints Off Duty

If a member is called for the purpose of signing a complaint which does not require his court appearance and does not exceed one (1) hour, he shall receive time and one half (1 1/2) for one (1) hour. If he exceeds one (1) hour, he shall receive the rate of pay as provided in Section 1 of this Article.

Section 5 - Court Appearance on Extended Sick Leave

The Department will continue to try and cancel all court cases while a person is on extended sick leave.

Section 6 - Nonaffiliated Court Time

1. Any new officer involved in a court case not affiliated with this department shall attend as a witness and not be compensated. (example: court case from a previous Employer).
2. All civil litigation not associated with this department shall not be compensated.

ARTICLE V - COMPENSATED FRINGE BENEFITS

Section 1 - Holidays

(a) A member shall be entitled to the following holidays:

- | | |
|---------------------------------|----------------------|
| New Years Eve | Independence Day |
| New Years Day | Labor Day |
| Martin Luther King Jr. Birthday | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Easter Sunday | Christmas Eve |
| Memorial Day | Christmas Day |
| Good Friday | General Election Day |

(b) Payment for holidays shall be equal to one day's base pay multiplied by fourteen (14), said sum to be paid in October of each year, and may be paid on the same check as the Gun Allowance.

(c) Should any of the above holidays fall on a member's regular work day, the member shall be compensated at double time his/her regular base rate.

Effective September 1, 1996, members shall be granted an 80 hour holiday bank in lieu of double time for working the actual holidays each fiscal year. The usage of holiday bank time shall mirror the usage of book time. There shall be no carry over of bank time from year to year. Any unused bank time shall be sold back to the City on June 30th of each year.

(d) The observed calendar day on which the holiday falls shall be considered as the holiday under the provisions of the Holiday Pay Article.

Section 2 - Clothing and Cleaning

(a) Each member shall receive a yearly clothing/cleaning allowance of eight hundred dollars (\$800.00), to be made payable by June 15th of each year on a separate check. Clothing and cleaning receipts for reimbursement shall be submitted no later than May 20th. Members shall refrain from seeking reimbursements for pants, shirts or shoes for the Council.

(b) Probationary employees shall be provided, at the expense of the City, with an initial uniform consisting of the following:

- | | |
|---------------------------------|-------------------------------|
| 3 Pair of Trousers | 1 Sam Brown Belt-Basket Weave |
| 3 Short Sleeve Shirts | 1 Garrison Belt |
| 3 Long Sleeve Shirts | 1 Holster |
| 1 Tie | 3 Keepers |
| 1 Cap | 1 Cuff Case |
| 1 Pair of Shoes | 1 Double Magazine Pouch |
| 1 Waist Length Jacket | 2 Name Bars |
| 1 Raincoat | 1 Whistle and Chain |
| 1 Trooper Fur Cap | 1 Mace Case |
| 1 Bullet Proof Vest - Level IIA | |

The above items will be provided upon the successful completion of the Police Training Academy. Additionally, members shall not approach the Council for reimbursements for pants, shirts or shoes.

Should a probationary employee not be confirmed as an officer, the initial uniform, set above, shall be returned to the City.

Clothing/Cleaning allowance will be allowed on a prorated basis from the date of successful completion of the Academy.

May 1st begins the wearing of short sleeve uniform shirts and October 1st begins the wearing of long sleeve uniform shirts. Turtlenecks or Dickies may be worn December 1st through March 1st.

Section 3 - Gun Allowance

(a) Effective July 1, 1995, each member shall be paid an allowance of four percent (4%) of his base pay for carrying his service revolver or other departmental authorized weapon while not on active duty. The gun allowance shall be paid in October of each year by separate check (upon completion of the necessary programming on the City computer).

(b) It is understood and agreed that any Patrol Officer, after five years of service, are permitted to maintain their residence within a 25 mile radius of police headquarters and shall have their gun allowance reduced by one and one half percent (1 1/2%) of their base pay (Refer to Article XXVII - Residency).

Section 4 - Longevity

Members shall receive the following annual longevity payments, based on the employee's date of employment with the City:

2 to 5 year	1% of Base Pay
6 to 9 years	2% of Base Pay
10 to 14 years	3% of Base Pay
15 to 19 years	4% of Base Pay
20 years and over	5% of Base Pay

Longevity payments shall be made to each employee in a separate check on the 15th or 30th of the month after the member's anniversary date.

Effective September 9, 1996, the following longevity schedule shall prevail:

Patrol Officer		Senior Lead Officer
2 years	\$385.33	\$425.44
3 years	398.00	425.44
4 - 5 yrs	410.67	425.44
6 - 9 yrs	821.34	850.88
10 - 14 yrs	1232.01	1276.32
15 - 19 yrs	1624.67	1701.76
20 yrs & over	2053.34	2127.20

Members' years of service, in regards to longevity pay, shall be frozen on September 9, 1996 and thereafter. New members shall be allowed to obtain their first increment of longevity and that amount shall be frozen thereafter.

Section 5 - Breathalyzer

(a) All state certified Infra-red breath operator members shall be compensated at \$400.00 per year, payable in February. Operators must be registered with the City by the Chief or his designee to be eligible.

(b) All employees who participate in this program will be required to remain in the program for a minimum of three (3) years from original date of certification. The City has the right to

require probationary employees to complete infra-red certification with the same three (3) year minimum.

**ARTICLE VI
HOURS OF WORK - OVERTIME - CALL BACK - STANDBY**

Section 1 - Hours of Work

(a) A daily tour of duty shall consist of a period of eight (8) consecutive hours.

- | | | |
|--|----------------|--|
| 1) Day Shift | Uniform Patrol | 7:00 A.M. - 3:00 P.M. |
| | Traffic Safety | 7:30 A.M. - 3:30 P.M. |
| 2) Afternoon Shift | Uniform Patrol | 3:00 P.M. - 11:00 P.M. |
| | Traffic Safety | 3:30 P.M. - 11:30 P.M. |
| 3) Midnight Shift | Uniform Patrol | 11:00 P.M. - 7:00 A.M. |
| 4) Twilight Shift | | Any consecutive 8 hours between the hours of 6:00 P.M. - 4:00 A.M. |
| 5) Members on special assignments and in special service shall have flexibility of working hours through mutual consent of the City and the Association. | | |

(b) A work week for each member shall consist of seven (7) consecutive calendar days starting with the first shift on Sunday and ending with the last shift which begins on Saturday.

(c) In the daily tour of duty a member shall be allowed forty five (45) minutes for lunch.

(d) Each member in the uniform platoon shall be entitled to two (2) consecutive days off with long weekends consisting of three (3) consecutive days off every 5th and 6th week, subject to emergency requirements of the Department.

(e) Permanent Shifts

Effective upon ratification of this Agreement, the Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts. The procedure for selecting permanent shifts shall be as follows:

- 1) Shifts shall be assigned on the basis of seniority.
- 2) Shift selection shall be on a six (6) months basis, in conjunction with the furlough periods.
- 3) The Union President shall be allowed to fill one (1) of the permanent shift slots on the day shift.

Effective September 9, 1996, new hires shall have an eighteen (18) month probationary period. Upon completion of the probation, the member will go to his/her regular assigned

shift at the next shift selection date (April or October). If five (5) or more officers are hired within a six (6) month period, the Chief may keep one (1) member on each shift for an extra six (6) months after the conclusion of his/her probationary period.

Section 2 - Overtime

(a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Overtime pay shall include applicable shift differential. Such excess period must follow the member's regularly scheduled daily tour of duty.

(b) All overtime shall be paid at the rate of one and one half times (1 1/2) for all time worked in excess of such daily tour. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 A.M. Monday morning of pay week, shall be paid in that pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or to take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefore.

(d) Periods of overtime which the member has elected to take as lieu time off shall be at one and one half (1 1/2) times for all time worked and shall be allowed to accumulate to one hundred sixty (160) hours; and for every eight (8) hours of time so accumulated the member shall be entitled to take one (1) day off. Taking of accumulated time shall be subject to minimum manpower requirements.

(e) All overtime is to be paid in cash or book time not to exceed one hundred sixty (160) hours. Officers shall have an option to sell book time back to the City.

(f) Officers may "sell" book time back to the City.

Section 3 - *Special Assignment Overtime*. If, at any time, a situation should develop where *additional* manpower is required where overtime pay is involved, the following procedure shall be followed in order to assure equal distribution of overtime work:

(a) Special overtime assignments shall be equally divided as to number of hours for the particular assignments as seen fit by the Chief. Each particular overtime assignment shall be evaluated to determine its specific goals and needs and distribution made accordingly.

(b) The said number of hours shall be equally divided among shifts and bureaus. It will then be the Chief of Police or his designee's responsibility to see that each member has an opportunity for this particular detail. Once a member refuses any of said overtime for the detail, he shall forfeit all seniority rights for that particular detail.

(c) Should the Chief or his designee not be able to allocate the overtime, the remainder of the allocation shall be filled as best seen fit by the Chief.

(d) This provision shall only apply to a planned type of overtime at time and one half (1 1/2) and not emergency situations.

Section 4 - Call Back

For the purpose of this section, "Call Back" is defined as the call back of a member after he has reported off duty and before his next following tour of duty. "Call Back" further is defined to include "on duty" status during such reasonable travel time to and from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

and

A member shall be paid at one and one half (1 1/2) times for any call back with a minimum of four (4) hours if the call back exceeds one (1) hour. If less than one hour, the member shall receive pay at one and one half (1 1/2) times for all time spent on said call back.

Call back shall refer to any time one is called back to work other than time in conjunction with the work day. If one is called within two (2) hours of a normal starting time, then it shall be considered part of the work day and paid at time and one half. If a member is held over past his/her normal work time, then it shall be paid at time and one half.

"Call Back" shall not be defined as including off duty court appearances. (See Article VI, hereof)

If a member has been recalled to duty and works up to and beyond the time set for his regular scheduled tour of duty, the recall rate shall terminate as of the hour which his regular tour of duty commences. The recall rate shall not be paid if a member's tour of duty extends continuously beyond his normal eight (8) hour tour.

Section 5 - Stand-by

When a member is required to stand-by for a possible call to duty, including a call to court, or for any other reason, he shall be entitled to a minimum of two (2) full hours full pay at straight time. Hours worked beyond four (4) hours will be paid at one and one half (1 1/2) times the hourly rate. If a member is called to duty while on stand-by status, said member shall be paid at the rate of time and one half (1 1/2) for duty worked above or beyond regularly scheduled duty hours.

Section 6 - Roll Call

All uniform members shall stand roll call fifteen (15) minutes prior to the start of their shift. Command Officer to hold roll call.

Section 7 - Overtime/Call In Procedure

Overtime opportunities shall be equalized among the uniformed shifts and platoons.

There shall only be one overtime roster.

When a shortage of manpower arises on any shift, it shall be filled by the uniform member who has the least amount of accumulated overtime, regardless of shift. In other words, the

overtime opportunities shall be first offered to the member with the least total number of opportunities; then to the next lowest and so on.

If the Union cannot contact members by telephone to fill the shortage, then the junior member on the off going shift shall be ordered in if deemed necessary by the Commanding Officer. No member shall be ordered more than once in a 48 hour period.

A duplicate overtime slip shall be placed in the overtime book, along with a list of members who were contacted and refused, to be recorded by an Association official.

Overtime hours worked shall be recorded in the book with BLACK ink. Overtime hours refused shall be chargeable and recorded in RED ink.

Except in the case of emergency, if a member is on furlough, sick leave, S.D.O., E.P.L., R.P.L., A.W.L., or bereavement, he will not be called in, in the event of a shift shortage. If any of the above days are in conjunction with a regularly scheduled day off, the member will not be called or eligible for overtime until his return to work. No member shall work in excess of two (2) consecutive shifts.

Each year on July 1st, members' accumulated overtime shall revert to zero (0).

1) On completion of any overtime period worked, a member shall indicate to the record officer in charge, whether he elects to be paid for such overtime or take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefore.

2) Periods of overtime which the member has elected to take in lieu of time off shall be allowed to accumulate to one hundred sixty (160) hours; and for every eight (8) hours of time so accumulated, the member shall be entitled to take one (1) full day off. Taking of accumulated time is subject to manpower requirements.

3) If the overtime assignment cannot be filled by choice, a member with least amount of seniority on the off going shift shall be ordered to work by a commanding officer.

ARTICLE VII - FRINGE BENEFITS

Section 1 - Physical Examinations

The City shall, at its expense, provide each member with a physical examination once every third year, including, but not limited to, chest X-ray and electrocardiogram.

Results of such tests are to be included in the member's service file. Should a member elect not to participate in this benefit due to some personal belief or reason, then such refusal shall be documented and included in the member's service file.

The Chief of Police may, upon good cause being shown, request any Patrol Officer to submit to a physical or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the Chief of Police, the member's health or conduct interferes with the member's ability to perform the normal duties of Patrol Officer. Any member refusing to

take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical or psychiatric examination has been completed. Members off work as a result of being ordered to submit to a physical or psychiatric examination shall receive sick leave benefits until the matter has been resolved.

Should any member, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Patrol Officer, such member shall be immediately relieved of duty, with pay, except as provided hereafter, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a Patrol Officer, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties.

Should any member be found, after physical examination, to be overweight or lacking in physical condition to such extent that, in the opinion of the examining physician, the member is unable to perform the normal duties of a Patrol Officer, and said physician having prescribed a course of diet, exercise or both to return said member to a condition wherein he is able to perform the normal duties of a Patrol Officer, said member shall not be relieved of duty so long as he shall be following the direction of said physician.

The cost of any examination ordered by the Chief of Police, physical or psychiatric, shall be paid by the City. The result of such examination shall be made available to the Patrol Officer and/or his own physician, in addition to the Police Department. The result of said examination shall not be made available to any other person, except by written authorization executed by the member.

Section 2 - Hospitalization Insurance

The City shall provide for all employees and eligible members of an employee's family, the following insurance coverage:

(a) Blue Cross/Blue Shield, MVF - 1 with pre and post natal rider, major/master medical option III with a \$100.00 deductible for a single person and \$200.00 deductible for family, medical first aid rider with reciprocity, reasonable and customary costs for doctor's fees. Prescriptions shall have a \$5.00 copayment for generic prescriptions and \$10.00 copay for non-generic prescriptions.

Upon retirement, MVF - 1 shall remain in effect and the pre and post natal rider shall be replaced with a convalescent care rider.

(b) Employees hired after execution of this agreement, will be provided with Blue Care Network or Health Alliance Plan, which coverage shall be the equivalent of the Blue Cross/Blue Shield plan, unless such member wishes to pay the difference between this HMO and Blue Cross/Blue Shield premiums through payroll deductions to purchase Blue Cross/Blue Shield. Hospital insurance will become effective on the sixth of the month following the month of their employment. Upon retirement, all members covered by this

agreement shall receive Blue Cross/Blue Shield health insurance as define in Section 2 (a) above.

(c) Members who choose not to elect health care insurance shall be paid \$180.00 per month in lieu of health insurance. Members receiving this cash payment shall have the option to enter the health care plan they were originally covered by during the re-opener period each year.

Section 3 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. Plan details may be found in the benefit booklet. The dental plan shall include orthodontics with 50% coverage with a \$1,000 maximum lifetime coverage, per dependent, up to age 19. Sealant coverage shall be added for dependents under age 15.

New hires shall be effective on the 1st of the month following the month of their employment.

Section 4 - Life Insurance

The City shall provide the following life insurance coverage:

- 1) A \$50,000.00 Term Insurance Policy with double indemnity for active members.
- 2) A \$15,000.00 Term Life Insurance Policy which shall be issued upon retirement under the Policemen's and Firemen's Retirement System.

New employees shall be effective on the 1st of the month following the month of their employment.

Section 5 - Optical Program

The City shall pay the full monthly premiums for the Vision plan. Plan details may be found in the benefit booklet.

Section 6 - Police Professional Liability

Insurance is provided by the City under the terms of the general liability policy.

Section 7 - Parking Expenses

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

Privately Owned Vehicles

Members shall not be required to use their privately owned vehicles for any police purpose whatsoever.

Section 8 - Termination Benefits

(a) Severance and Layoffs

In case of layoff from the Department, a member shall receive his Blue Cross/Blue Shield and Life Insurance coverage for a period of three (3) months from the date of his separation, except in cases of voluntary resignation or dismissal.

(b) Termination Allowances

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity, holiday, gun and clothing (but not the cleaning) allowance which would be due for the fiscal year in which termination occurs. Such payments to be made on the date of termination, providing at least two (2) weeks notice has been given. Calculation of termination allowance shall be in accordance with the arbitration award of Arbitrator Theodore St. Antoine.

- 1) When the termination occurs after the receipt of the payment for gun allowance and holiday pay, within the fiscal year, there will be no pro-rating of taking back of benefits.
- 2) When the termination occurs before the payment of gun allowance or holiday pay within the fiscal year, the payment will be pro-rated by one twelfth (1/12).
- 3) Longevity will be pro-rated regardless of when the termination occurs. The fiscal year will not be a factor. This benefit will be based on the normal hire date only. The payment will be pro-rated on ten (10) paid days equal one (1) month and ten (10) months equals one (1) year.

(c) Benefits at Death

In the event termination is due to a member's death, said termination benefits and any compensatory book time shall be paid his/her beneficiary, heirs, or estate.

(d) Payments for Furlough Time

Each member shall be entitled, on his resignation or retirement, to receive any leave or furlough time accruing to said member. On death, such accrued furlough time shall be paid to his beneficiaries, heirs or estate.

ARTICLE VIII - LEAVE TIME

Section 1 - Sick Leave

In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

The City will provide unlimited sick leave for all regularly appointed members, subject to the following:

Whenever a member shall call in sick more frequently than eight (8) times in a calendar year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the calendar year, as a condition precedent to being paid for such leave.

Whenever a member is absent due to illness for a period in excess of three (3) consecutive working days, said member may be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided however, that where the Chief or his designee may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief of Police or his designee.

Whenever a member becomes ill or injured while in the employ of another employer or while the member is self employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workers' Compensation benefits, then in such event he shall be eligible for City sick leave benefits. It shall be the obligation of the member to immediately report any off duty employment related injuries or illnesses. Until a determination is made that the injury or illness is work related by the bureau of Workers Disability Compensation, the member's sick leave request shall be honored. Upon determination that an illness or injury is work related, the member shall assign all Workers' Compensation paid for work loss benefits to the City and shall be classified as disabled.

All members immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form, which shall be provided by the City. This form shall include a place for the member to indicate the nature of their illness or reason for sick leave. Falsification of a sick leave form shall subject the member to disciplinary action.

Extended sick leave for the purpose of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave.

Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or treatment of his/her own personal physician, the member may consent to the release of such medical information by his/her physician to the City.

If a member has a medical problem which in the opinion of a qualified physician is non-rehabilitative, the disposition shall be determined in accordance with the provisions of this Agreement and the City pension system.

Patrol Officers injured on the job shall be assigned light duty in accordance with the attending physician's restrictions. Light duty shall only be available provided the employee's restrictions can be accommodated and if work exists which would accommodate the restrictions. Employees on light duty shall remain on their current shift and shall not be required to work out of their classification. Light Duty shall not be counted as manpower.

No probationary officer up to eighteen (18) months shall be paid for more than two (2) consecutive days of illness except on the presentation of a satisfactory medical certificate.

Section 2 - Sick Leave Incentive Program

Effective July 1, 1987, members shall be entitled to participate in the Sick Leave Incentive Program (S.L.I.P.) which shall provide cash benefits as follows: Employees having no incidents of sick leave usage in any fiscal year shall be entitled to a cash payment of three hundred dollars (\$300.00). Employees having one (1) sick leave usage incident in any fiscal year shall be entitled to a cash payment of one hundred, sixty dollars (\$160.00). Employees having two (2) sick leave usage incidents shall be entitled to a cash payment of eighty dollars (\$80.00). Employees having three (3) or more sick leave incidents shall not be eligible for any benefits under this program. A sick leave incident shall be defined as any loss of work as result of a non-job related injury or illness. A sick leave incident may consist of a one (1) hour absence, or in the case of a more serious illness or injury, multiple days of continuous absence.

Sick leave incentive benefits shall be paid to employees no later than sixty (60) days following the end of the fiscal year.

Additional Leave Time

As an incentive to employees who do not use over five (5) sick leave days in a three (3) year period, he shall be granted and allowed three (3) days to apply as added furlough or compensatory time. Granting of such three (3) days shall start a new three (3) year period for determining eligibility for additional three (3) day allowances.

Effective with the 1996/97 fiscal year, employee who have three (3) sick leave days or less per fiscal year, shall receive one (1) sick bonus day.

Section 3 - Furloughs

(a) Each member shall be entitled to twenty (20) working days per year as furlough days. A member's annual furlough shall be divided into two (2) seasons, summer and winter. He shall be entitled to take no more than fifteen (15) days in any one season. Regular leave days not to be counted as furlough days.

1 to 5 years	20 days	22 years	27 days
6 to 14 years	22 days	23 years	28 days
15 to 20 years	25 days	24 years	29 days
21 years	26 days	25 years & over	30 days

Each member hired after July 1, 1990 shall be granted furlough as follows:

1 to 5 years	15 days	22 years	27 days
6 to 14 years	22 days	23 years	28 days
15 to 20 years	25 days	24 years	29 days
21 years	26 days	25 years & over	30 days

Pursuant to the grievance arbitration award dated 4-25-94, furlough days may be carried over from one year to the next.

(b) Selections of Furlough

Furlough selections shall be based on seniority, starting with the member having the greatest Department seniority on the platoon. One (1) member may take his furlough the same period with a Command Officer.

(c) Furlough Scheduling

The Commanding Officer of each platoon and/or Bureau shall post furlough schedules by February 1st of each year for the summer furlough and August 1st of each year for the winter furlough. After posting, furloughs will be selected by department seniority with each member having (5) working days to make his selection of furlough period after the previous selection is made. If the member does not post his furlough within the five (5) day period, he forfeits his seniority rights. Members may leave their selection with their shift representatives if they are going to be absent. After selections are made, they shall be frozen, except by mutual consent between Officers. Furloughs shall be scheduled by division. Furlough slots shall be in twenty six weekly increments.

A member may take any furlough days not scheduled during the initial posting period during the course of the year provided that at least twenty (20) calendar days notice is given.

A member electing to take furlough, other than the allowed concurrent days, will make his first selection, then allow all members of the shift to make their first selection prior to making his second or subsequent selection. Selections to be made by seniority.

(d) Cancellations

Members shall take all leave and furlough days regularly. Any member who has his furlough canceled (including leave days), or any part thereof, due to an emergency, shall be paid time and one half (1 1/2) for all time worked and shall have said canceled furlough days rescheduled at a later date.

(e) Extra Days With Furlough

Members shall be permitted a maximum combination of five (5) accumulated leave days or exchange of days with each furlough period, the same to be taken anytime during the period at the option of the member. Member's furlough period may overlap with the permission of the Commanding Officer and subject to minimum manpower requirements, but the five (5) accumulated leave days or exchange of days with each furlough period may not conflict with another member's furlough period.

(f) Absence from the City

Members on leave or furlough may absent themselves from the City or State, at their option, without written consent of their Commanding Officer, but shall keep the Department informed of their whereabouts, including address and phone number if available.

(g) Trading

Members shall be permitted to trade their furlough period with another member on the same platoon, with consent of the shift commander, subject to final approval of the Chief or his designee.

(h) Adding Furlough to the Books

Furlough period may be added to the books if desired, provided accumulated time does not exceed one hundred sixty (160) hours total book time.

Section 4 - Bereavement

Bereavement leave shall be granted to members as follows:

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current Spouse	Parent	Child	Brother	Sister
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(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Niece	Father-in-law	Grandchild
Nephew	Mother-in-law	Member of Household
Grandparent	Sister-in-law	Daughter-in-law
Brother-in-law	Son-in-law	Step Parent
Step Child		

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Current Spouse's Grandchildren	Current Spouse's Sister-in-law
Current Spouse's Brother-in-law	Aunt Uncle

(d) If death occurs over 250 miles away, or in an unusual hardship case, an additional two (2) days may be granted. Proof of attendance of the funeral may be required of any employee requesting bereavement leave under Sections (b) and (c).

(e) Should bereavement, as contemplated by the terms of this Agreement, occur during a period of furlough, an additional three (3) days shall be allowed such member over the above furlough time.

Section 5 - Personal Leave

Each year between July 1st and June 30th, inclusive, each member shall be entitled to take off two (2) emergency personal leave days. It is understood and agreed that requests for these two (2) days will be automatically honored so that a minimum of one (1) requesting member per shift shall be released. The granting of emergency personal leave days beyond the minimum quota shall be subject to minimum manpower.

An additional four (4) regular personal leave days shall be added. These days shall be subject to minimum manpower.

Personal leave time may not be accumulated from one year to the next.

All regular personal leave days shall be subject to minimum manpower, the first requesting member to receive first chance at regular personal leave.

On Christmas Day, New Years Day and the LPPOA dance night, all personal leave time must be submitted forty eight (48) hours prior to taking the time off. Any personal leave time sought on these occasions will be subject to minimum manpower.

Members hired during the course of a fiscal year shall have their personal leave days prorated through the end of the fiscal year.

It is agreed that officers shall not be required to use personal leave time in each fiscal year. Personal leave time not used shall be converted to "book time" and may be used by members in accordance with the rules and policies for the use of book time. Provided, however, that the maximum book time to be accumulated shall not exceed one hundred, sixty (160) hours and that all book time shall be subject to minimum manpower requirements and further, that no more than forty (40) hours of book time may be paid off upon resignation or retirement, but shall be paid upon the discharge or dismissal of any member.

Section 6 - Military Leave

We recognize the National Guard and Reserve Services as essential to the strength of our Nation and the maintenance of World Peace. We, therefore, join members of the American business community in agreement that:

- 1) Our employee's job and career opportunities will not be limited or reduced because of their service in the Guard or Reserves.
- 2) Our employees will be granted leaves of absence for military training in the Guard or Reserves without sacrifice of furlough time.

Section 7 - Family Medical Leave Act

The Family Medical Leave Act is hereby adopted by reference.

Section 8 - Administrative Leave:

Any member who has been served with a Personal Protection Order shall be placed on administrative leave until his/her case has been adjudicated.

ARTICLE IX - RULES FOR APPROVED ABSENCES AND LEAVES

- (a) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another, in order to take advantage of the time and one half (1 1/2) premium pay provided for under Article VII, Section I (c) of this Agreement.

(b) Neither the City nor the Department shall change a member's day off or schedule a member to work another shift in order to avoid paying said member holiday premium pay or allow another member to take advantage of said holiday premium pay.

(c) Off Duty Court Appearances

Normally, members shall not be required to attend District Court during their furlough periods. It shall be the duty of the officer (member) to notify the Court Clerk of his furlough period not less than seven (7) days prior to the beginning of such furlough period.

(d) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another, in order to take advantage of premium pay for any court.

(e) No member reporting for court for an off duty court appearance shall be required to perform any duties after he has testified to fulfill the six (6) hours paid, except in the event the defendant is remanded to custody, the officer shall be required to register (book) the prisoner, unless it is not his responsibility.

(f) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a suit coat and tie, provided this is approved by the presiding judge.

(g) Weekly Leave and Annual Leave

Each member shall be eligible for leave of absence of two (2) days of twenty four (24) hours off duty in every seven (7) days and a furlough consisting of a minimum of twenty (20) working days in each calendar year; except for those members hired after 7-1-90, who will have a furlough consisting of a minimum of fifteen (15) working days in each calendar year.

(h) Emergency Use

A member may, in an emergency or unusual hardship, with permission, use a portion of any open furlough period.

(i) Maternity Leave

When a member applies for maternity leave, the leave shall be regulated by her personal physician. The maternity leave of absence shall not exceed six (6) weeks after termination of pregnancy.

(j) Final approval of a regular personal leave day, special day off, sick leave bonus day, (or a furlough day not requested at least twenty (20) calendar days in advance) shall be subject to minimum manpower and shall be given, at the time the request is made, or twelve (12) days before the date requested, whichever is shorter.

PART II**WORKING CONDITIONS AND REGULATIONS****ARTICLE X - RESPONSIBILITY OF THE CITY**

- (a) The City, through the Commission of Public Safety, has the sole right to manage the Police Department, including the right to maintain order and efficiency, and, this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.
- (b) The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed and the number and type of personnel to be employed and the assignment of their duties, subject to the provisions of this Agreement.
- (c) The Association recognizes the right of the City to make such reasonable Departmental orders, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order and safety and/or effective operation of the City's Police Department and to require compliance therewith by the members. The Chief of Police or his designee, will post on Department bulletin boards all modified or new Department Orders at least twenty four (24) hours in advance of the effective date, except in cases of emergency. The Association reserves the right to question the reasonableness of these rules through the grievance procedure.
- (d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained, by each employee, in a loose-leaf binder supplied for that purpose by the Commission.

ARTICLE XI - ASSOCIATION ACTIVITIES**(a) Association Business**

The City shall credit the Union Bank with 64 hours annually to be used by the Union President, Vice President, Secretary and Treasurer or their respective alternates to attend conventions, meetings and seminars. This time will be used to compensate employees called in to replace them. Said time shall not carry over into the next fiscal year. Said time to be credited July 1st of each year. In case of a shortage, the Command Officer shall fill the shortage at his/her discretion.

(b) Dues

The City shall deduct, on signed authorization by individual officers, all dues and assessments as certified by the Association and forward same to the Association Treasurer each month.

Any person employed with the City and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this Agreement; or from the time he first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee, equivalent to regular membership dues of the Association, as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association, unless otherwise notified by the Association in writing within the said thirty (30) days; and provided that the Association shall release the City from fulfilling the obligation to discharge if during the thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this agreement. The Union agrees to protect, save harmless and indemnify the Employer from all claims, demands, suits and other forms of liability by reason of the action taken by the Employer for the purpose of complying with this Article of the Agreement.

(d) New Applicants

Persons applying for the position of Police Officer shall be given a copy of the Agency Shop Clause.

(e) Bulletin Board

The Association shall be provided a suitable bulletin board in the Police Department Squad (Assembly) Room for the posting of Association notices or other materials.

Such board shall be identified with the name of the Association and the Association may designate persons responsible therefore.

(f) Association Meetings

The Association may schedule meetings on Police Department property. It is also agreed that representatives of the Association, if on duty, be excused to attend to Association duties, provided such meetings are not disruptive to the efficient operation of the Department, subject to approval of the Chief of Police.

ARTICLE XII - WORKING CONDITIONS

(a) No member, except probationary employees, shall involuntarily work more than two (2) consecutive months on any one shift nor more than three (3) consecutive months on any combined shifts in an attempt to exclude him from the day shift.

NOTE: This provision shall not be operative during the period in which permanent shifts are in effect.

(b) No member shall work in a classification higher than his own. All vacancies, as per minimum shift requirements, including those of a one (1) day's duration, shall be filled by a member of the bargaining unit.

(c) No member shall be forced to walk for more than one (1) hour at a time in weather of twenty degrees above zero or lower. No member shall be forced to walk for more than four (4) consecutive hours, nor shall any member walk alone unless equipped with direct communication with the station (portable radio). Foot patrol shall not be used for disciplinary action.

(d) Members shall be allowed to exchange shifts and days off with approval of the shift commander, subject to final approval of the Chief or his designee.

(e) All vacancies resulting from separations from the Department shall be filled without delay.

(f) The normal minimum manpower of patrol officers working on a platoon at the start of a shift is as set forth in (1), (2), (3) and (4) below. However, the Chief or his designee shall have the discretion to work with one less officer on a shift than is set forth below if an officer scheduled to work on that shift is off-duty due to illness or injury, use of emergency personal leave day or bereavement day.

1) Six (6) Patrol Officers on the day shift. On Sunday, there shall be five (5) on duty.

2) Eight (8) Patrol Officers on the afternoon shift. On Sunday, there shall be seven (7) on duty.

3) Seven (7) Patrol Officers on the midnight shift.

4) In the event the City utilizes qualified civilian dispatchers, each shift minimum shall be reduce by one Patrol Officer, except if Patrol Officers are assisting in the training of civilian dispatchers.

5) In the event of a layoff, pursuant to Article XII, the City shall first remove the civilian dispatchers from duty prior to any uniformed personnel and restore minimum manpower pursuant to sub sections (1), (2) and (3).

6) Whenever more than one Patrol Officer is sent out of the City to the out county prosecutor's office on weekends or on a holiday, one member shall be replaced by another Patrol Officer for the period of the absence.

(g) In the event the City determines a layoff is necessary, the City will notify and within five (5) days will establish a meeting with the Association Officers to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

(h) There will be 1 two man car assigned to each shift. All other officers shall work one man cars, unless ordered otherwise by the Chief of Police or his/her designee.

(i) When there is an odd man, after doubling after dark, he shall work alone with a prep radio. Under no circumstances shall an officer while on probation work alone after dark.

(j) Police Reserve Officers who ride in police cars as a part of their continued training shall ride with a Command Officer; however, members may volunteer to take this assignment.

(k) Police Reserve Officers shall not be used as additional manpower except in an emergency or on special occasions as defined by the Safety Commission.

(l) Police Reserve Officers shall not be permitted to wear the same uniform or similar in color, to regular officers' uniforms.

(m) Vehicle Condition

The City shall provide continuous improvement of Police Department vehicles. All maintenance shall be done by qualified, certified State licensed mechanics and that all equipment shall be maintained in a safe condition. The parties further agree to comply with the specifications provided in the manufacturer's suggested check list.

If an officer believes the equipment he is required to work with is unsafe, he shall immediately report same to his Commanding Officer. Refusal to work with unsafe equipment shall not be grounds for discipline.

(n) Animal Complaints

Police Officers shall not be required to handle animal complaints in the normal discharge of their duties. The parties agree, however, that when Community Service Officers are not on duty, Police Officers shall handle the following:

Criminal Animal Complaints
Dog Bites

Vicious and injured animal calls shall result in the dispatching of a Police Officer when no Community Service Officer is on duty, however, at the discretion of the officer in charge at the scene, the Community Service Officer shall be called in to handle these complaints.

(o) Special Assignments

The following procedure will be used in making assignments of members, but not limited to, radar officers, school liaison officer, 6:00 P.M. to 4:00 A.M. shift, narcotics officer (DRANO) and any other assignment deemed necessary by the Department.

- 1) Proposed assignments will be posted for seventy two (72) hours on the Association bulletin board in the assembly room.
- 2) Employees will sign the sheet to indicate their willingness to accept the assignment.
- 3) Interested members must sign the list within the seventy two (72) hours unless on vacation, long weekends, sick leave or any other reason, in which case, allowances will be made with the mutual consent of the Chief and the Association.
- 4) After seventy two (72) hours, each of the employees who have expressed an interest in the available position will be considered by the Chief. In making his choice the Chief will consider the Officer's qualifications for the position, and the appointment to the position shall be fulfilled by the Chief.

5) After a period of six (6) months, it will be the duty of the Chief to re-evaluate this assignment and once again create an opportunity for the interested members to apply for this position. It is agreed that the Chief of Police or his designee has the right to remove employees from these assignments at any time.

6) No member who has served in one or more of the following special assignments for a period of three (3) years shall be eligible for another special assignment for an additional two (2) years, so long as there are qualified applicants for any available special assignment:

School Liaison, Special Operations, Community Policing, DRANO, DRAT, DARE

(p) Senior Lead Officer

The term Senior Lead Officer shall refer to the twelve (12) most senior members with Department seniority.

In the event a member of the Command ranks is reduced back into the bargaining unit, that member will take his/her rightful position among the SLO positions, providing his/her reduction in rank was not a result of department disciplinary action, in which case he/she would then be placed in the position below the last SLO. The member will then become eligible for the SLO position when the members department seniority dictated for the next SLO position.

q) Civilian Dispatchers

a. The parties shall appoint a three member panel, one member to be appointed by the Lincoln Park Police Officers Association. This panel shall be responsible for the screening, interviewing and selection of candidates for the position of civilian dispatcher and for the development of further criteria for the position if necessary.

b. A trial period of twelve months shall begin with the full implementation of civilian dispatching with qualified personnel. At the end of this trial period, either party can give notice of intent to withdraw from this agreement and submit the issue of civilian dispatchers to the Act 312 interest arbitration, panel chaired by Thomas Gravelle. This agreement regarding civilian dispatchers is without prejudice to the original negotiating positions of the parties. For purposes of Act 312 Arbitration, the "status quo" is that which existed in 1990 prior to this experiment. However, until an Act 312 decision and award is issued, the City may continue the civilian dispatcher trial period.

c. The criteria for the appointment of qualified civilian dispatchers includes:

- ** Prior police or fire dispatching experience
- ** Persons with prior experience as a Police Officer
- ** Or, Graduate of a certified dispatching school
- ** And a high school diploma or G.E.D.

d. After the appointment, a civilian dispatcher must among other things, as to be determined by the Panel:

- ** Complete an in-service training, of a duration to be determined by the Panel.

ARTICLE XIII - HAIRCUT RULE

The parties agree that Police Administration will make an effort to uniformly administer the rule governing haircuts. Once a year, haircut standards will be reviewed.

The Committee will consist of an Association Representative appointed by the Association, a Department Lieutenant designated by the Chief and one (1) member of the Public Safety Commission. Should disagreement over standards develop, a fourth member mutually agreed to by both parties will be consulted.

ARTICLE XIV - LAYOFFS

Where bona fide reasons exist, the City may lay off, subject to Article XII, Section (g), and failing to reach an agreement in the event of a layoff, probationary officers shall be laid off first, thereafter, the members with the lowest amount of seniority. In the event of a recall, the member with the highest amount of seniority shall be called back first. It is understood and agreed that the affected individual shall be qualified to perform the work required. During said layoff period, a member's seniority shall not accumulate and no new police officer shall be hired while layoffs are in effect.

It is further understood and agreed that a laid off employee's right to recall shall continue for a period of two (2) years or a span of time equal to his seniority, whichever is greater; and in the event there is no recall within said period, his seniority shall be broken. Notice of recall shall be sent by registered mail, with a copy furnished to the Association Director, to the employee at his last address as officially recorded with the City. The employee shall be responsible to respond to the recall notice within a period of ten (10) working days. The requirement for a ten (10) day response shall be relaxed only in the event that the employee's failure to contact the Employer is legitimately beyond his control.

If a retirement occurs, a laid off member shall be recalled (based on seniority) to maintain existing manpower.

ARTICLE XV - OUTSIDE EMPLOYMENT

An employee may engage in outside employment provided that it does not interfere with the proper discharge of the employee's duties and responsibilities as a Police Officer.

Approval for outside employment must be obtained from the Chief of Police. Such approval shall not be unreasonably denied subject to the following:

a. No permit for outside employment will be approved where the officer shall be required to be armed or take action as a Police Officer while in such employment. Examples of such employment would include work of the following nature:

- 1) Armed uniform security officer.
- 2) Serving civil process for private attorneys. B. Provided, however, that the Chief of Police may review, on a case by case basis, applications submitted for security work other

than those set forth above and recommend favorable approval to the Public Safety Commission in cases where such work does not create any civil liability on the part of the City or risk of injury to the officer.

ARTICLE XVI - EXAMINATIONS - PROMOTIONAL

(a) Vacancy

If a promotional vacancy exists with the Department, the Commission must initiate action as soon as possible to fill the position. The LPPOA and the City mutually agree to a new validated Sergeant's examination. The LPPOA will pay the initial set up cost with the City assuming the expense for all testing and future updates. The member will have thirty (30) days notice, showing the time, place and purpose of the examination.

(b) Basis of Promotion

Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance, as outlined in the Departmental Orders. The member scoring highest on the combined phases shall be promoted to the position.

(c) Vacancies Posted

Job vacancies shall be posted on the Association board by the Commission of Public Safety for a period of at least fourteen (14) days, showing the time, place and purpose of the examination.

(d) Eligibility List

The Commission of Public Safety shall establish an eligibility list on all promotional examinations for a period of six (6) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, the Commission shall fill that vacancy from the said list.

Any member on probation or suspension for a proven unappealable disciplinary action will not be eligible for promotion.

(e) Revert Back

During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

(f) Trial Period Pay

During the trial period, the member shall receive the minimum rate of pay for the job which he is performing.

(g) Promotional System

1. Program Objectives

This promotion plan is designed to:

- a) Provide an effective, fair method of selecting employees for promotion.
- b) To provide the department a choice from among the best qualified candidates and assure effective utilization of employees.
- c) Insure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or considerations of race, color, religion, sex, age or national origin.
- d) Establish procedures for the evaluation of candidates for promotion.
- e) Provide incentive for self improvement of employees.
- f) Establish clear procedures for operation of the promotional plan.

2. Procedures for Merit Promotion Plan

- a) The Employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration.
- b) All promotions which are of a permanent nature shall be based on the following factors:
 - (1) They shall be on a competitive basis. Employees must have a minimum five (5) years seniority as a police officer with the City of Lincoln Park.

Effective July 1, 1996, Section 2 b), (1) shall be amended as follows:

- (1) They shall be on a competitive basis. The written exam shall be offered first to Senior Lead Officers. Eight (8) members must complete the examination. The City will allow for two (2) emergency situations. An emergency shall be defined as an unforeseen combination of unusual circumstances which will not allow the member to be present at the exam. The Chief shall determine whether an emergency is valid and his decision shall be final.

3. Promotional Scoring

An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following:

a) Written Examination

Each candidate will receive points on the written examination based on 70% of the total number of correct answers achieved. The written examination shall be a test obtained through Standard & Associates.

At the conclusion of the promotional examination process, each candidate shall receive in writing a breakdown of all points in each category, i.e. test score, Chief points, seniority points. The Chief may be questioned concerning the basis of his evaluation points, provided

that a member may not challenge the Chief's evaluation points through the grievance procedure.

b) Seniority

Each candidate will receive points equal to one (1) point for each year of seniority on the Lincoln Park Police Department.

c) Chief's Evaluation Points

Each candidate will receive points up to a maximum of fifteen (15) awarded by the Chief of Police based upon the following criteria: (said points shall be given prior to administering the written examination.)

Pursuant to the 312 arbitration award, the Chief's evaluation points shall be reduced to 10 points and a joint committee will be formed to review and revise the criteria to be used by the Chief. These recommendations must be submitted to the parties within six months of the date of this award.

(1) Personality Traits Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self assertiveness, honesty and intelligence.

(2) Aptitude Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in, law enforcement functions. Aptitude traits would include, firearms proficiency, operation of police vehicle and equipment, and physical coordination and dexterity.

(3) Attitude Attitude shall be defined as such traits as open-mindedness, cooperation, ability to work effectively with citizens, fellow officers, City Officials and officials from other law enforcement agencies.

(4) Job Skills Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of City ordinances and rules and regulations.

(5) Education Education shall be defined as advanced learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated a willingness and desire to attend technical seminars and training programs.

(6) Other Personality Traits Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this Article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

(h) Association Official Present

An Association member, designated by the Association, who is not a candidate for promotion will be present at the written tests. TESTS SHALL BE SCORED BY AN OUTSIDE AGENCY.

(i) Examination Given While On Duty

Members eligible to participate in any Departmental examination for promotion, such examination being given while said members are on duty, shall not have time taken away from them for having participated in any such examination; but said members shall be credited the same as if they were actually on duty.

(j) Special Badge

All present and future members of the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman.

Compensation for experience is accommodated through the longevity & wage pay schedule.

(k) After ten (10) years, members will be eligible to wear corporal stripes as agreed between the LPPOA and the Police Chief.

ARTICLE XVII - DEPARTMENTAL DISCIPLINE

(a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance.

(b) Any time that a member is called into the station, on or off duty, for disciplinary purposes, he shall be entitled to request that one (1) member of the Board of Directors of the Lincoln Park Police Officers Association accompany him during any interview with his Commanding Officer or the Chief of Police.

(c) A member has the right to be confronted by his actual accuser. The Chief of Police cannot assume the position of the complainant in lieu of said accuser. The accused shall be advised on disposition of the case and if found innocent or dismissed, the complaint or information shall be removed from his service jacket.

(d) Unexcused absences are subject to disciplinary action.

(e) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from an officer's service file if the discipline imposed is less than thirty (30) days.

The City, upon written request, shall remove disciplinary records every four (4) years from the date of incident from an officer's service file if the discipline imposed is thirty (30) days or more.

(f) The City, upon written request, shall remove all other complaints every three (3) years from date of incident from all files of the officers (Internal Affairs Investigations).

(g) The City's disciplinary policy shall be a progressive disciplinary system consisting of the following progressive discipline:

- 1) Corrective counseling
- 2) Oral reprimand
- 3) Written reprimand
- 4) Suspension without pay
- 5) Discharge

Corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimand shall be given only by the Chief of Police, or his designee. All other disciplinary actions shall be a part of the officer's personnel file containing full details of the disciplinary action taken. Any other aspects of the disciplinary policy that are necessary to clarify the disciplinary process shall be negotiated by the parties.

(h) Subject to the authority of an arbitrator, if a member is suspended for cause for more than thirty working days, he/she shall not accrue fringe benefits during said period of suspension, including, but not limited to furlough leave days, and any cash allowances, except for medical and life insurance.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION

(a) Every member of the bargaining unit shall have the right to present a grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives and any members giving information or testimony.

(b) Grievances shall be processed according to the following procedure:

Step 1

Any employee having a complaint shall first consult with the Grievance Committee. If the Grievance Committee determines the grievance as meritorious, they shall present the grievance to the grievant's immediate supervisor within ten (10) days of when the member knew or should have known of the event giving rise to the grievance. The Supervisor shall, within five (5) days of receipt of the grievance, submit his written response to the Grievance Committee.

Step 2

If the grievance is not resolved in the first step, the Grievance Committee shall within five (5) days of receipt of the Supervisor's disposition, request a meeting with the Chief of Police. The Chief shall meet with the Grievance Committee and then submit his written decision within five (5) days of the meeting.

Step 3

If the grievance is not resolved in Step 2, the LPPOA shall within five (5) days of the Chief's disposition, request, through the Personnel Director's Office, a pre- arbitration meeting with

the Association and City's negotiator, which shall be set within thirty (30) days from the date of such request. Either side may be represented by counsel if they desire.

Step 4

If no decision can be reached, the Association may, within thirty (30) days, appeal to arbitration by giving notice to the Personnel Director's Office of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association or Federal Mediation Conciliation Service for the selection of an arbitrator under their voluntary labor arbitration rules. The expense of the arbitrator shall be shared equally by both parties.

(c) Saturday, Sunday and holidays shall not be counted in the above time limits. Time limits may be extended by mutual agreement which shall be in writing.

(d) Either party in any step of the procedure may call a meeting to discuss the grievance and reach a solution.

(e) Powers of the Arbitrator

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of the specific articles and sections of the agreement, and it shall be without power or authority to make any decisions.

Section 1: Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

Section 2: Involving the reasonable exercise of discretion by the city under the provisions of this agreement, its charter, or applicable law.

Section 3: Limiting or interfering in any way with the powers, duties or responsibilities of the City under its charter, applicable law, and rules and regulations having the force and effect of law.

Section 4: Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rules does not conflict with this Agreement.

Section 5: Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

Section 6: Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matter in dispute.

Section 7: Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

(f) No Strike Clause

The parties agree that for the term of this Agreement, there shall be no lockout of the members by the Employer nor strike by the members against the Employer.

(g) Association Members Rights

Each member of the Association shall be granted rights as provided herein relative to disciplinary proceeding. Such rights shall include any and all rights provided under state or federal law to citizens of the State of Michigan or United States of America.

- 1) Any member who is accused of violating any criminal law, city, state or federal, shall be entitled to his full rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically excepted in this Agreement.
- 2) The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matters scheduled to be heard. Such notice shall indicate the time and place of the hearing. The City shall provide a list of all witnesses to be presented at such hearing. The Association shall provide the City with a list of all witnesses intended to be presented.
- 3) After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least twenty four (24) hours from the time of the order in which to comply. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to consult with their Association representative or legal counsel prior to making any statement. The refusal to make a statement after Garrity warnings have been given, will subject the employee to disciplinary action.
- 4) An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member.
- 5) A member shall have the right to have an Association officer and legal counsel present at the Chief's hearing for advisory purposes. Representatives of the employee may not participate in the proceeding. Throughout the disciplinary process, the member is presumed to be innocent and that presumption remains until the Department overcomes such a presumption by a preponderance of evidence.
- 6) All members of the Department shall have the freedom to speak in public and through any form of communication to the same extent that any citizen of the United States is afforded that privilege.
- 7) Members shall be permitted to engage in political activities, partisan or nonpartisan, except when on duty, while in uniform, while acting in an official capacity or in a manner which brings discredit to the Department.
- 8) Whenever a disciplinary penalty has been modified or set aside and the affected employee submits a claim for a partial or full reimbursement for back pay which has been ordered by the arbitrator, he shall be paid such amount determined less any amount that he may have earned while on such period of suspension or discharge.

ARTICLE XIX - MAINTENANCE OF CONDITIONS

Hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved benefits herein, be maintained during the term of the Agreement. The City, through the Commission of Public Safety, shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this Agreement.

The parties further agree that all provisions of the City Charter, ordinances and resolutions of the City Council as amended from time to time, relating to the working conditions and compensation of members, are incorporated herein by reference and made a part thereof to the same extent as if they were specifically set forth.

ARTICLE XX - EDUCATION

(a) Any member, except probationary officers, directed to attend school benefiting both the municipality and the member, shall be considered as attending his normal tour of duty while in attendance or traveling to and from the school. The municipality shall pay the tuition. It shall also pay the housing and food expenses as determined by the Chief when necessary.

(b) Upon completion of accredited college courses, a permanent record of same shall be placed in the member's service jacket.

(c) Tuition Reimbursement Policy:

Members of the Association will be reimbursed for the cost of criminal justice curriculum courses when attendance is in conformity with the City's General Educational Policy.

ARTICLE XXI - RULES AND REGULATION REVIEW

Departmental Rules and Regulations shall be reviewed after the signing of this Agreement and shall be completed no later than twenty four (24) months from the date of this Agreement. Recommendations of the Association concerning modification of the Rules and Regulations shall be made through the office of the Chief of Police to the Commission of Public Safety.

ARTICLE XXII - COPY OF AGREEMENT TO MEMBERS

Copy of this Agreement shall be provided by the municipality to all members of the Lincoln Park Police Officers Association.

ARTICLE XXIII - SPECIAL CONFERENCES

1) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

2) Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing fifteen (15) calendar days in advance, whenever

possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters on the agenda.

ARTICLE XXIV - PERFORMANCE EVALUATION RATING

Each employee shall be rated by his or her immediate supervisor.

Upon completion of the rating, each member will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluations. The original copy shall be placed in the member's personnel file.

Any member who wishes to appeal his/her performance evaluation must make a written request to the Chief of Police within thirty (30) days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating. The matter will be heard by the Chief of Police as expeditiously as circumstances permit. Upon request, a member may have one (1) union representative present at this hearing. Performance evaluation ratings shall not be subject to the grievance procedure.

ARTICLE XXV - RESIDENCY

All members of the Department shall be required to maintain residency in the City of Lincoln Park except:

1. As may be permitted by virtue of the Rules and Regulations of the Department and the arbitration award dated March 6, 1980 between the City of Lincoln Park and the Lincoln Park Police Officers Association, which is hereby incorporated into this Agreement by reference.
2. Patrol officers are permitted after five years of service with the Lincoln Park Police Department, to maintain their residence within a 25 mile radius of police headquarters. It is understood and agreed that such officers shall have their gun allowance reduced by 1 1/2%; and further, that for the purpose of call back, they shall be paid based upon a reasonable travel time not to exceed ten minutes.

LETTER OF UNDERSTANDING

WHEREAS, the Lincoln Park Police Officers Association and the City of Lincoln Park ("the parties") have entered into a collective bargaining agreement containing a residency provision, and;

WHEREAS, the Michigan Legislature has considered and may in the future consider a bill which would, if passed into law, prohibit public employers from making residency a condition of employment for Police Officers and Fire Fighters.

THE PARTIES AGREE, that in the event that the above legislation is passed and becomes law, the residency provision in the parties' collective bargaining agreement shall be void and unenforceable.

IT IS FURTHER AGREED, that in the event the above legislation is passed and becomes law, no member of the Lincoln Park Police Officers Association shall suffer a reduction in his/her gun allowance on account of that member's non- residency.

IT IS FURTHER AGREED, that regardless whether the above legislation is passed and becomes law, members of the Lincoln Park Police Officers Association will continue to be eligible for the "hardship exception" to the residency requirement, and will continue to be permitted to move outside of the City of Lincoln Park five years prior to their normal retirement as provided in the 1979 Act 312 Award issued by Walter Nusebaum and/or the collective bargaining agreement and the Rules and Regulations without reduction in his/her gun allowance.

IT IS FURTHER AGREED, that the memorandum is incorporated into and becomes a part of the parties' collective bargaining agreement, as enforceable as if it were contained therein.

ARTICLE XXVI - PENSION BENEFITS

(a) For members retiring after ratification of the 1995/1999 agreement, each January 1 beginning with the first January 1, which is at least one (1) year after retirement, retirement benefits shall be increased \$300.00 annually. The member's eventual beneficiary will increase \$150.00 annually.

The members shall increase their portion of pension contributions by .63% effective upon ratification as a result of this pension improvement.

(b) Effective January 1, 2000, upon retirement, a member shall receive a straight life annuity equal to 2.8% of his/her average compensation, multiplied by the number of years and fraction of a year of credited service, subject to a maximum of 78.4% of his/her average final compensation.

(c) Should the Lincoln Park Fire Fighters Association or Lincoln Park Police Command Officers Association receive any improvements in pension benefits exceeding those benefits provided to the Lincoln Park Patrol Officers Association, the City shall then extend those improved benefits to the LPPOA.

(d) Except as provided in Section (b) and (c) above there shall be a moratorium on pension improvements until June 30, 2005.

ARTICLE XXVII - FIELD TRAINING OFFICER PROGRAM

The City and the Union agree to implement a Field Training Program (FTO).

1. The two parties agree to pick a representative from each group.
2. The two representatives shall then attend a Field Training Class. The parties will then draft a policy regarding the implementation of the program.
3. Those officers chosen as FTO and certified shall be compensated at one hour per day at time and one half while assigned to field training duties.

4. Duties and responsibilities will be determined after attending field training classes.

ARTICLE XXVIII - DURATION

This Agreement shall be effective as of the 1st day of July, 1999 and shall remain in full force and effect until the 30th day of June, 2002, and thereafter until amended or modified as provided herein.

Either party may, on or after March 31, 2002, serve a notice upon the other party of its desire to amend or modify this Agreement, effective July 1, 2002. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

**LINCOLN PARK POLICE
OFFICERS ASSOCIATION**



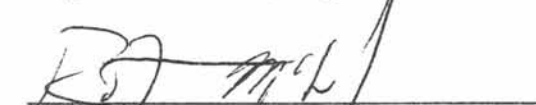
Brian Miller, President



Daniel Couvreur, Negotiator



Stephen McInchak, Negotiator

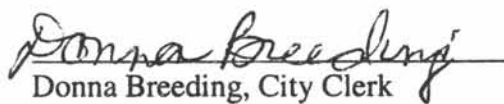


Robert McFarland, Negotiator

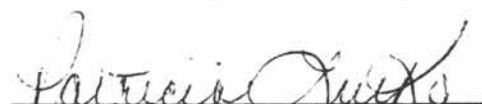
CITY OF LINCOLN PARK



Craig E. Sochocki, Mayor



Donna Breeding, City Clerk



Patricia Lulko, Director of Personnel

Resolution #99-585, dated November 22, 1999

LETTER OF UNDERSTANDING

WHEREAS, the City of Lincoln Park has made a policy not to grant Me-Too Provisions;

WHEREAS, however, the City of Lincoln Park is willing to enter into the following for a bargaining unit which settles first with the City.

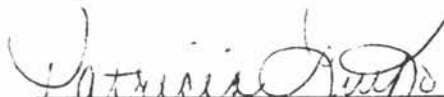
WHEREAS, the Lincoln Park Police Officers Association recognizes the advantage of settling early and receiving increases earlier and having their Collective Bargaining Agreement in place;

WHEREAS, the parties enter into the following understanding:

1. It is agreed and understood that if any other bargaining group receives an across the board percentage wage increase above and beyond the wage increased provided to the Lincoln Park Police Officers Association for the contract years July 1, 1999 through June 30, 2002, members of this Bargaining Unit would receive the same across the board wage increase.


2. The parties agree that this does not apply to issues such as upgrades or reclassifications.

City of Lincoln Park



Patricia Lulko, Director of Personnel

Lincoln Park Police Officers Association



Brian Miller, President

Dated November 22, 1999

