

7405

6/30/90  
Final

24 hr  
shifts

A G R E E M E N T

Between

C I T Y   O F   G R O S S E   P O I N T E

and

L A B O R   C O U N C I L

M I C H I G A N   F R A T E R N A L   O R D E R   O F   P O L I C E

Non-Supervisory Public Safety Officers

July 1, 1987 - June 30, 1990

Grosse Pointe, City of

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THIS AGREEMENT is between the CITY OF GROSSE POINTE, a Michigan Municipal Corporation (hereinafter referred to as the "Employer"), and the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, applying to Grosse Pointe City Non-Supervisory Public Safety Officers (hereinafter referred to as the "Union").

## ARTICLE I

### PURPOSE AND INTENT

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

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

## ARTICLE II

### DEFINITIONS

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

B. "Council", "Lodge" or "Union" means the Fraternal Order of Police (FOP), Labor Council, Grosse Pointe City Non-Supervisory Public Safety Officers.

C. "Member" or "Employee" means any Non-Supervisory Public Safety Officer or Dispatcher.

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

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

F. "Immediate Supervisor" means the command officer in charge of the shift.

G. "Representatives" or "Alternate Representatives" shall be the elected or appointed officers of FOP, Labor Council, Grosse Pointe City Non-Supervisory Public Safety Officers. The Council will select two Representatives and no more than one Alternate Representative for each Representative.

H. "Union Representative" means Fraternal Order of Police Field Representative.

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

ARTICLE III

RECOGNITION

The City recognizes the Fraternal Order Of Police, Labor Council as the sole and exclusive bargaining agent for all Non-Supervisory Public Safety Officers and Dispatchers, but excluding Shift Commanders, Department Commanders and the Public Safety Director for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement.

ARTICLE IV

ASSOCIATION SECURITY AND DUES DEDUCTION

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

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

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

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

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

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

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

#### ARTICLE V

##### MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that, except as provided in this Agreement, all matters pertaining to, but by no means limited to the management, operation, performance, and accomplishment of the various municipal functions are vested solely and exclusively with

the Employer and the Employer retains all rights except as they may be specifically limited or abridged hereby.

ARTICLE VI

REPRESENTATION

Section 1. Number of Representatives.

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

Section 2. Compensation for Union Activities.

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

1. Any one Representative or Alternate Representative shall, with the prior approval of the Director of Public Safety or his designated representative, which approval will not be unreasonably withheld,

be permitted reasonable time to investigate a grievance during duty time without loss of pay or benefits. The privilege of Representatives and Alternate Representatives to leave their work during duty time is extended with the understanding that the time will be devoted to the prompt investigation of grievances and will not be abused.

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

Section 3. Representation at Arbitration Hearings.

Union members requested to attend Arbitration Hearings by the Employer shall not suffer any loss of pay or benefits if such Hearings occur during duty time. Representatives, Alternate Representatives, Union witnesses or other Union Members, not expressly requested to attend Arbitration Hearings by the Employer, shall not be compensated for any loss of pay or benefits caused by the attendance at such Hearings even if such Hearings occur on duty time. The Employer agrees to be flexible in scheduling the work

force so as not to preclude Union Members from attending Arbitration Hearings as long as there is no interference with the protection of the City.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### Section 1. Intent.

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

#### Section 2. Procedure.

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

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

the occurrence of the incident or situation. The Public Safety Director or his designated representative shall discuss the grievance with the Representative and the aggrieved employee and render a written answer within seven (7) calendar days after receipt of the grievance.

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

Step 4. If the grievance has not been settled, the Representative or Alternate Representative may present a written request to the City Manager within seven (7) calendar days after he has furnished his answer at Step 3 requesting that the grievance be appealed to the Mayor and the City Council. Upon receipt of such a request, the City Manager shall arrange a meeting for the purpose of acting upon the grievance. Any such meeting shall be held not later than the next regularly scheduled City Council meeting following receipt of the request, provided that

the request is received by the City Manager at least five (5) calendar days before the date of the City Council meeting. Such time may be extended by mutual agreement. The City Council's written answer shall be furnished within fourteen (14) calendar days after the meeting.

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

Section 3. Arbitration.

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

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

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

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

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

4. The Employer and the Union recognize that, in the event an employee is suspended, laid off, discharged or otherwise removed from the City payroll, that employee has the obligation to mitigate his damages. Therefore, all claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation, and/or compensation received for employment obtained subsequent to his removal from the City payroll. Compensation received for employment obtained subsequent to an employee's removal from the City payroll will only be set off up to the number of hours the employee was working for the City at the time of his removal from the City payroll.

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

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

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

Section 4. Policy Grievance.

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

Section 5. Special Conferences.

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

ARTICLE VIII

DISCIPLINARY ACTION

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

ARTICLE IX

HEALTH, SAFETY AND OUTSIDE EMPLOYMENT

Section 1. Health and Safety.

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

Section 2. Outside Employment.

Private employment or self-employment during off-duty hours or off days is permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to perform duties of his employment with the City. Employees who presently are engaged or who in the future may engage in outside employment shall notify the Director of Public Safety in writing setting forth the general nature of the outside employment and of the anticipated hours of work.

ARTICLE X

SENIORITY

Section 1. Seniority Date.

Seniority shall be determined by the employee's length of service in the Grosse Pointe City Public Safety Department and its predecessors, Grosse Pointe City Police Department and Grosse Pointe City Fire Department. Seniority shall commence upon completion of a probationary period of one (1) year and shall be retroactive to the date of employment. Probationary employees who, in the opinion of the City, are not satisfactory may be terminated, without recourse to the grievance procedure.

Section 2. Loss of Seniority.

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

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

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

Section 3. Seniority Lists.

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

Section 4. Scheduling of Furloughs.

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

Section 5. Reduction in Force.

In the event there is a reduction in the number of Public Safety Officers, they shall be reduced by departmental seniority. Employees who have reached voluntary retirement age will first be advised of said force reduction and given an opportunity to voluntarily retire. In the event of a layoff, the City will notify the employees to be laid off, and a Union Representative, in writing, thirty (30) calendar days prior to the date of the layoff.

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

Section 6. Trading of Days and Shifts.

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

ARTICLE XI

HEALTH EXAMINATIONS

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

ARTICLE XII

DISABILITY LEAVE

Section 1.

A disability leave may be granted to an employee of the City for a service-connected injury or disability provided such leave

is applied for in writing setting forth all of the pertinent facts which are the basis for the application.

Section 2.

Any disability leave granted as herein provided shall be subject to and conditioned upon the following:

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

Section 3.

The compensation paid by the City to any employee granted a disability leave shall be equivalent to the amount of the employee's wages, including scheduled overtime, which the employee was receiving at the time of the commencement of such disability leave less the amount the employee shall receive for benefits under the Michigan Worker's Disability Compensation Act, together with the compensation received by the employee from employment for any other employer, from gainful self-employment, or from unemployment compensation insurance.

Section 4.

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

1. The injured employee refuses to submit to examination by a City-appointed physician; or
2. Payment of compensation under the Michigan Worker's Disability Compensation Act ceases; or
3. The employee is retired under the Employees' Retirement System of the City Charter; or retired pursuant to the provisions of Appendix F - Duty Disability Retirement Benefits; or
4. The employee discontinues his employment with the City; or
5. Upon certification by a City-appointed physician that the employee is physically able to return to his employment with the City. In the event an employee disputes a finding that he is physically able to return to his employment with the City, he should secure his own physical examination and, in the event there is a conflict in the determination of the doctors regarding this matter, the dispute shall be resolved by a third doctor mutually agreed upon by the doctor appointed by the City and the employee's doctor.
6. Sixteen (16) weeks from the date upon which the employee is eligible to receive Worker's Compensation Benefits under the Michigan Worker's

Disability Compensation Act. A public safety officer who needs an extended disability leave for longer than the sixteen (16) weeks specified in this Section may request such leave from the City Council.

Section 5.

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

ARTICLE XIII

SICK LEAVE

Sick leave shall be reserved for regular full-time employees. Beginning July 1, 1979, each such employee may earn and shall be entitled to sick leave with pay at the rate of eleven (11) duty days every two (2) years with accumulation up to a maximum of seventy-five (75) duty days. The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

1. Absence of an employee due to personal illness, or consultation with doctors shall be charged to accumulated sick leave provided that:
  - a. the employee, or someone on the employee's behalf, has notified his department or division head or immediate supervisor of the illness at least two (2) hours and if

- possible eight (8) hours prior to the beginning of the regular work period to which the employee is assigned, and
- b. the employee, upon returning to work can substantiate the claim of personal illness during the period of absence.

2. A certificate of illness, prepared by the employee's licensed medical doctor at the employee's expense or other proof of illness deemed suitable by the employer may be required for any absence of two (2) or more consecutive working days on account of illness and, provided further, that the Employer may require such certificate of illness or proof for any absences of shorter duration caused by illness. All sick leave shall be subject to such verification as the Employer may see fit to require, including a re-examination by a physician designated by the City.
3. When the City designates a physician other than the employee's physician to verify a sickness (under the above-stated provisions or any other services required hereunder) the cost thereof shall be at the expense of the City.
4. Any absence for which a required certificate of illness or other suitable proof of illness if requested, has not been submitted, shall be considered "Absence Without Leave" and shall result in loss of compensation for such period of absence.

5. Sick leave may not be granted in anticipation of further service or for any injury or illness occurring in employment other than for the City of Grosse Pointe. Holidays falling within a period of sick leave shall not be counted as sick leave. Sick leave shall not be charged against an employee's current sick leave in amounts of less than one-half (1/2) day.
6. Any employee who reports for work and leaves because of sickness during his tour of duty shall not be charged any sick time loss if he works more than a twenty (20) hour period. Should the employee leave before he completes eight (8) hours of the shift, he shall be charged with one-half (1/2) sick day.
7. Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
8. (a) As of July 1, 1979, each former firefighting employee with five (5) or more years of service shall have: (a) an opening sick leave credit of thirty (30) duty days, plus (b) an additional one-time emergency sick leave credit of fifteen (15) duty days, which emergency sick leave credit will not be counted as part of the authorized accumulation of sick leave. The emergency sick leave bank of fifteen (15) duty days may be used only under the following conditions:

1. When the regular sick leave bank is exhausted and no balance remains; and
  2. When the illness or injury charged to the sick leave bank is of five (5) or more working days.
- (b) On January 1, 1980, those Public Safety Officers who were police officers prior to July 1, 1979 had their bank of eight (8) hour sick days converted to duty days on a basis of two (2) eight (8) hour sick days equalling one (1) duty day, with a maximum accumulation of seventy-five (75) duty days.
9. Accumulated sick days shall be paid out upon termination of the employment relationship under only the following condition:
- An employee who retires under the provisions of Chapter B of the City Charter or pursuant to Appendix F - Duty Disability Retirement, shall receive payment for fifty percent (50%) of his accumulated sick days. Payment shall be based on the average of the retiree's base hourly wage rate over the last five (5) years of his employment, for a number of days not to exceed thirty-seven and one-half (37 1/2) duty days. For periods commencing after June 30, 1987, wages paid for scheduled overtime shall be included in calculating the average of the retiree's base hourly wage rate.

10. An employee who may have exhausted his Disability Leave Benefits under Article XII of this Agreement may utilize sick days to supplement Worker's Compensation Benefits if he so desires.
11. Subject to scheduling requirements any employee shall have the privilege of converting, on an annual basis, one (1) duty day of his annual sick leave into emergency or personal leave and to deduct such emergency or personal leave from his total annual sick leave time. Such personal and emergency leave requests shall be approved by the employee's immediate supervisor or the ranking officer and shall be requested at such time as such emergency becomes apparent, but in all events at least twenty-four (24) hours prior to the date that such leave is to become effective.

#### ARTICLE XIV

#### FUNERAL LEAVE

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

for the day of the funeral in event of the death of the grandparents and grandparents-in-law.

ARTICLE XV

VACATION POLICY

Eligibility for vacation commences after one (1) year of service based on the following schedule:

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

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

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

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

ARTICLE XVI

HOLIDAYS

1. The following days will be designated as holidays:

New Year's Day	Thanksgiving Day
Easter (1989, 1990)	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	The Officer's Birthday
Labor Day	

2. Officers will receive compensation for these days according to the following:

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

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

ARTICLE XVII

LONGEVITY

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

<u>Years of Service</u>	<u>Payment</u>
Five	\$200.00
Ten	500.00
Fifteen	700.00
Twenty	800.00
Twenty-five (or more)	900.00

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

ARTICLE XVIII

UNIFORMS

Each Officer shall be provided with a basic uniform, plus equipment necessary to his duties, at date of hire. Beginning July 1, 1989, the officer shall have an annual allowance of Two Hundred Seventy-five (\$275.00) Dollars (\$250.00 prior to July 1, 1989) for replacement of uniforms and equipment, for each full contract year up to a maximum accumulation of Five Hundred (\$500.00) Dollars. During the officer's first employment year, the uniform allowance will be prorated on the contract year commencement date. The uniform allowance shall be held in an account for each officer and may be drawn upon for replacement of such uniforms and equipment necessary to continue his duties up to the amount in the officer's account.

In addition hereto, each officer shall be entitled to the sum of Seventy-five (\$75.00) Dollars on the first payday in December of each year to defray the cost of cleaning and upkeep of his uniform. Beginning December, 1989, the cleaning allowance shall increase to One Hundred Fifty (\$150.00) Dollars.

#### ARTICLE XIX

##### REPAIR OR REPLACEMENT OF DAMAGED ITEMS

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

#### ARTICLE XX

##### LUNCH BREAK

All Public Safety Officers working an eight (8) hour road shift will receive thirty (30) minutes lunch break with two (2) fifteen (15) minute coffee breaks, one during the first half of their tour of duty and one during the last half of their tour of duty, whenever possible. Each officer shall be considered to be

on duty during lunch and break periods and available in the event of any emergency.

ARTICLE XXI

INSURANCE BENEFITS

A. Hospitalization.

The Employer shall provide Blue Cross MVF-1 with Master Medical to permanent employees working at least thirty (30) hours per week, their spouses, and their dependent children under age nineteen (19). Newly hired and rehired employees will be covered on the first monthly Blue Cross billing date following ninety (90) calendar days of employment. All employees will also receive a Two Dollar (\$2.00) prescription rider.

Effective July 1, 1987 the Blue Cross/Blue Shield coverage shall include Mandatory Second Opinion (MSO), Hospital Preadmission Review and Foot Surgery Predetermination Riders.

Effective July 1, 1987, for an officer who dies in the line of duty, the City will continue to provide the same medical insurance coverage as received by active employees for the officer's spouse until the spouse has remarried or the spouse obtains employment which provides for medical insurance coverage. The City will also continue to provide the same medical insurance coverage as received by active employees for dependent children of the officer until the dependent child reaches age nineteen (19), or obtains coverage from another source, whichever occurs first.

Effective July 1, 1987, for an officer who is disabled in the line of duty as defined pursuant to Article XII of the Contract,

the City will continue to provide to the officer and to the officer's dependents (spouse and children) the same medical insurance coverage on the same basis as received by active employees. Such coverage shall cease when the officer reaches voluntary retirement age or age fifty-five (55), whichever occurs first, at which time the officer shall be eligible for medical insurance coverage provided to retired employees.

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

B. Dental Insurance.

All Public Safety Officers, spouses, and dependent children under the age of nineteen (19) will receive dental insurance 60/40 Class I and 50/50 Class II benefits with One Thousand Dollars (\$1,000.00) per year cap. Newly hired and rehired employees will be covered the first monthly billing date following ninety (90) calendar days of employment.

C. Life Insurance.

Group Life Insurance in the amount of Thirty Thousand Dollars (\$30,000.00) with an accidental death and dismemberment benefit in a like amount will be provided for each eligible employee. It is understood that each officer is responsible for keeping the City advised of his current choice of beneficiary. Newly hired and rehired eligible employees will be covered the first monthly billing date following ninety (90) calendar days of employment.

D. General.

Failure of the Insurance Company to provide any benefits for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any of the obligations which they may have undertaken by this or any other Agreement. Nothing herein contained, however, shall be construed to relieve the Insurance Company from any liability which it may have to the City, the Union, or the employee or beneficiary of any employee. The City reserves the right to select and change insurance companies as long as the benefits are comparable. The terms of any contract or policy issued by an insurance company shall be controlling in all matters pertaining to benefits thereunder. No matter respecting the insurance programs shall be subject to the grievance procedure established in this Agreement unless benefits are reduced.

ARTICLE XXII

RETIREMENT BENEFITS

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

B. Retiree Medical Benefits:

Employees who retired prior to July 1, 1987 will receive up to Two Hundred Forty (\$240.00) Dollars per month for health insurance, MVF-1 BCBS coverage plus master medical, or equivalent coverage, for the retiree and his spouse while the retiree is married, until the retiree reaches the age of sixty-five (65)

unless the retiree has other employment where such coverage is provided. Employees who retired prior to July 1, 1987 will receive up to One Hundred Twenty (\$120.00) Dollars per month for health insurance for the retiree while the retiree is single, until the retiree reaches the age of sixty-five (65), unless the retiree has other employment where such coverage is provided. When the retiree turns sixty-five (65), the City agrees to pay up to Seventy (\$70.00) Dollars per month toward medical coverage.

The City shall provide the following benefits to employees who retire after July 1, 1987.

1. The City will provide hospital/medical insurance benefits, including master medical type coverage, for retiree and spouse. The maximum City payment toward the benefit shall be expressed as a percentage not to exceed one hundred percent (100%). The percentage shall be determined by multiplying 3.4 times years of service.

EXAMPLE

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

or

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

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

- a. Retiree and spouse must be enrolled in and covered by Medicare, Part B (Medical) on and after age 65.
  - b. Retiree and spouse must be enrolled in and covered by Medicare, Part A (Hospital) on and after age 65, provided either and/or both are eligible for such coverage.
3. If neither retiree or spouse is eligible at age 65 or later for Medicare, Part A, retiree shall provide proof of same to the City upon request and the City will provide coverage as in Paragraph 1.
4. If the spouse is eligible for or receiving hospital/medical insurance as employment or retirement benefit from spouse's employer, which benefit is equivalent to that provided under Paragraph 1, then spouse benefits shall not be provided under Paragraph 1 by the City. Retiree shall provide proof of eligibility status to the City upon request.
5. In no event shall the City be obligated to pay a premium for benefits provided in Paragraph 1 for retiree or spouse which exceeds that paid for an active employee or spouse under the City's group plan. Further, the City reserves the right to select the insurer/provider or insuring method, including but not limited to HMO's and PPO's or other programs with equivalent coverage. Further, insurance benefits shall be subject to coordination of premiums and benefits.
6. "Spouse" will be defined as the person to whom the retiree is currently married. In the event of death of the retiree, the surviving spouse will be covered in accordance with the prior paragraph until the spouse remarries or dies.

ARTICLE XXIII

HOURS

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

ARTICLE XXIV

WAGES AND COST OF LIVING ALLOWANCE

The wages and cost of living allowances for all Non-Supervisory Public Safety Officers are set forth in Appendix A for July 1, 1987 - June 30, 1988, set forth in Appendix B, for July 1, 1988 - June 30, 1989, and set forth in Appendix C for July 1, 1989 - June 30, 1990.

ARTICLE XXV

OVERTIME PAY

Section 1.

No employee shall be entitled to payment for overtime worked unless such overtime is specifically authorized by the employee's immediate supervisor. Overtime under this Article shall be computed utilizing the officer's base hourly wage. Employees will be paid at the rate of 1.5 times their base hourly wage for all hours worked in excess of 160 hours, but less than 224 hours, in the 28 consecutive day work period. This shall be defined as "scheduled overtime." Employees shall normally be scheduled to work 2912 hours annually. Employees will be paid at the rate of 1.777 times their base hourly wage for all hours worked in excess

of 224 hours in the 28 consecutive day work period or for all hours worked continuously in excess of a 24 hour shift assignment. This shall be defined as "premium overtime". There will be no duplication of overtime payments.

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

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

#### Section 2.

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

#### Section 3.

All off duty training assigned by the Director of Public Safety shall be compensated at the rate of the employee's base hourly wage plus scheduled overtime, except basic recruit training and firearms training or practice which shall not involve extra compensation. If the employee is released from regular duty to

attend a seminar, university course or other special schooling or training, he shall not be entitled to overtime pay while assigned to such school. If he is required to attend such schools during his regularly scheduled leave days, he shall have such leave days rescheduled.

#### ARTICLE XXVI

##### WORKER'S COMPENSATION

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

#### ARTICLE XXVII

##### UNION ACTIVITIES

###### Section 1. General.

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

###### Section 2. Other Organizations.

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

Section 3. Bulletin Board.

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

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

The bulletin board space shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever; and, among other things, shall not be used by the Association for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising. The bulletin board shall be maintained within the bounds of good taste as befits a Public Safety Department.

ARTICLE XXVIII

GENERAL CONDITIONS

Section 1. Maintenance of Conditions.

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

Section 2. No Strike - No Lockout.

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

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

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

Section 3. Waiver Of Bargaining During Term Of Agreement.

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

Section 4. Partial Invalidity Of Agreement.

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

Section 5. Retiree Park Passes.

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

ARTICLE XXIX

TERMINATION

Section 1. Expiration Date.

This Agreement shall become effective on July 1, 1987 and shall continue in full force and effect up to and including June 30, 1990.

Section 2. Notice To Modify, Amend, Or Terminate; Automatic Renewal.

This Agreement shall continue in effect for successive yearly periods after June 30, 1990, unless notice is given in writing by either the Union or the City to the other party at least sixty (60) days prior to June 30, 1990 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate, on June 30, 1990 or the subsequent anniversary date, as the case may be.

IN WITNESS WHEREOF, the parties have signed the Agreement.

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY \_\_\_\_\_

BY Dennis C. Foran

BY Jimmie V. Sale

BY [Signature]

BY [Signature]

APPENDIX A

I. WAGES AND COLA July 1, 1987 - June 30, 1988

A. \* PSO II

1. Wages - Base Hourly Wage

Start	\$7.87	
12 months	8.42	
24 months	8.93	
36 months	9.38	
48 months	9.75	(\$32,445)

2. COLA

\$500 lump sum payment for the period  
7-1-87 through 12-31-87.

\$500 lump sum payment for the period  
1-1-88 through 6-30-88.

B. \* PSO I

1. Wages - Base Hourly Wage

Start	\$6.34	
12 months	6.78	
24 months	7.19	
36 months	7.55	
48 months	7.93	

2. COLA

\$200 lump sum payment for the period  
7-1-87 through 12-31-87.

\$200 lump sum payment for the period  
1-1-88 through 6-30-88.

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\* These wage rates shall not apply to non-certified individuals hired as Public Safety Officers. Such individuals shall be paid at the weekly wage rate of \$300 from their date of hire as a Public Safety Officer until their date of graduation from a MLEOTC certified basic police training academy.

APPENDIX B

I. WAGES AND COLA July 1, 1988 - June 30, 1989

A. \* PSO II

1. Wages - Base Hourly Wage

Start	\$ 8.15	
12 months	8.72	
24 months	9.24	
36 months	9.70	
48 months	10.09	(\$33,580)

2. COLA

\$500 lump sum payment for the period  
7-1-88 through 12-31-88.

\$500 lump sum payment for the period  
1-1-89 through 6-30-89.

B. \* PSO I

1. Wages - Base Hourly Wage

Start	\$ 6.59	
12 months	7.06	
24 months	7.48	
36 months	7.85	
48 months	8.25	

2. COLA

\$200 lump sum payment for the period  
7-1-88 through 12-31-88.

\$200 lump sum payment for the period  
1-1-89 through 6-30-89.

---

\* These wage rates shall not apply to non-certified individuals hired as Public Safety Officers. Such individuals shall be paid at the weekly wage rate of \$300 from their date of hire as a Public Safety Officer until their date of graduation from a MLEOTC certified basic police training academy.

APPENDIX C

I. WAGES AND COLA July 1, 1989 - June 30, 1990

A. \* PSO II

1. Wages - Base Hourly Wage

Start	\$ 8.47	
12 months	9.06	
24 months	9.61	
36 months	10.09	
48 months	10.49	(\$34,923)

2. COLA

\$500 lump sum payment for the period  
7-1-89 through 12-31-89, payable on  
the payday nearest January 12, 1990.

\$500 lump sum payment for the period  
1-1-90 through 6-30-90, payable on  
the payday nearest July 12, 1990.

B. \* PSO I

1. Wages - Base Hourly Wage

Start	\$ 6.89	
12 months	7.37	
24 months	7.82	
36 months	8.20	
48 months	8.62	

2. COLA

\$200 lump sum payment for the period  
7-1-89 through 12-31-89, payable on  
the payday nearest January 12, 1990.

\$200 lump sum payment for the period  
1-1-90 through 6-30-90, payable on  
the payday nearest July 12, 1990.

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\* These wage rates shall not apply to non-certified individuals hired as Public Safety Officers. Such individuals shall be paid at the weekly wage rate of \$300 from their date of hire as a Public Safety Officer until their date of graduation from a MLEOTC certified basic police training academy.

APPENDIX D

LETTER OF UNDERSTANDING

Employee Retirement System

The retirement system improvements provided in this Letter of Understanding, dated July 1, 1987, represent bargaining agreement changes to the Employee Retirement System, City Charter, Part B.

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

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

1. Deferred Retirement (Vesting, Sec. 83) provides a vested pension with ten (10) years of service. Benefit begins at regular retirement age.
2. Eligible employees will receive 2.5% for each year of service for first twenty-five (25) years of service, and 1% per year thereafter, to a maximum of 70% percent of final average compensation (best 5 of last 10 years of service).
3. Amount of Option II or Option III retirement allowance would be increased to the straight life amount if beneficiary predeceases the retired member.
4. Annuity Withdrawal Option Effective July 1, 1982. A public safety officer covered by this agreement who attains voluntary retirement age while in the employment of the City, and who retires pursuant to Section 80 (voluntary retirement) or is retired pursuant to Section 81 (normal retirement), may withdraw his/her accumulated contributions from the retirement system and be paid a reduced retirement allowance. The amount of reduction shall have an actuarial present value equal to the amount of accumulated contributions paid the retiring member. The interest rate used to compute the actuarial present value shall be the interest rate published by the Pension Benefit Guaranty Corporation for valuing immediate annuities during the period in which the retiring member's date of retirement occurs.

A public safety officer covered by this agreement who elects to withdraw his/her accumulated contributions may

also elect an optional form of payment provided in  
Section 84.

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY Jessie Van Sale

BY Dennis C. Faran

BY David Lee's

BY [Signature]

BY [Signature]

APPENDIX E

DUTY DISABILITY RETIREMENT BENEFITS - PSO

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

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

- (3) Any employee receiving a disability benefit shall prior to May 1 of each calendar year submit to the City Treasurer a verified statement of earnings from employment during the preceding calendar year in a form requested by the City. In the event such statement is not received, payment of the disability benefits shall be suspended.
- (4) An employee who qualifies for and receives a duty disability retirement benefit shall not be eligible to receive any other retirement benefit under the City Employees' Retirement System.
- (5) The provisions of the contract providing for retirement benefits shall supersede any contrary provisions of the Employees' Retirement System.
- (6) The foregoing provisions shall apply to any employees who retire after July 1, 1987.

## APPENDIX F

Dispatchers are included within the bargaining unit for Non-Supervisory Public Safety Officers. The City and Union therefore agree that the non-economic terms and conditions of employment set forth in this Agreement, such as the grievance procedure and union representation, are applicable to all dispatchers. However, since the duties of the dispatchers are substantially different than those of the Public Safety Officers, the economic benefits provided to the dispatchers are also different. Therefore, the economic terms and conditions of employment set forth in this collective bargaining agreement and in the appendices, such as but not limited to disability leave, sick leave, vacation policy, holidays, longevity pay, uniforms, insurance benefits, overtime pay, retirement benefits, wages and COLA, shall not apply to dispatchers. Instead, dispatcher's economic benefits are those applicable to general City employees, except where herein specifically stated to the contrary. These benefits include:

1. Cost Of Living Allowance

One (1¢) cent per hour for every 0.4 increase in CPI using 1,000 hours maximum per employee as hours worked during each six-month period with \$250 six-month cap and \$500 annual cap. Payments on or about January 10 and July 10. Payment prorated for new hires.

2. Longevity Pay

Per the following authorized schedule for Grosse Pointe City Office and Clerical Employees. Annual payment after five (5) years service, paid in early December.

Longevity pay shall be paid on the first payday in December in accordance with the rules and regulations adopted by the City Council which provide for the following annual payments:

<u>Length Of Service</u>	<u>Payment</u>
5 years but less than 6 years service	\$200
6 years but less than 7 years service	\$220
7 years but less than 8 years service	\$240
8 years but less than 9 years service	\$260
9 years but less than 10 years service	\$280
10 years but less than 11 years service	\$325
11 years but less than 12 years service	\$350
12 years but less than 13 years service	\$375
13 years but less than 14 years service	\$400
14 years but less than 15 years service	\$425
15 years but less than 16 years service	\$475
16 years but less than 17 years service	\$500
17 years but less than 18 years service	\$525
18 years but less than 19 years service	\$550
19 years but less than 20 years service	\$575
20 years but less than 25 years service	\$600
25 years or more (effective 1990)	\$900

3. Vacations

Ten (10) days at 1-5 years increasing in steps to twenty-two (22) days at twenty-one (21) years as per the following schedule.

Employees shall be entitled to paid vacation leave based on years of continuous employment as of December 31, said vacation to be granted in calendar year subsequent to December 31 as follows:

<u>Years of Continuous Employment With The City (As Of December 31)</u>	<u>Number of Working Days Vacation (Calendar Year Subsequent To December 31)</u>
1 - 5 years	10 days
6 - 10 years	14 days
11 - 15 years	17 days
16 - 20 years	20 days
21 years and over	22 days

4. Holidays

The following nine (9) days are granted during each calendar year as paid holidays:

New Year's Day	Thanksgiving Day
Easter (1990)	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	Dispatcher's Birthday
Labor Day	

Dispatchers shall be paid their regular straight time rate for the holiday, provided they work their regularly scheduled day both the day before and after the holiday, unless excused by the Police Chief.

If a dispatcher is required to work on any of the above-mentioned holidays, he shall be paid straight time for all time worked plus holiday pay, if eligible. If the dispatcher is not scheduled to work but is called in on any of the above-mentioned holidays, he shall be paid at the rate of time and one-half (1.5) for all time worked plus holiday pay, if eligible.

5. Medical Insurance

The City provides (after 90 days employment) Blue Cross MVF-1 with Master Medical and prescription rider, and 60-40 Class II dental to maximum of \$1,000 benefit. Optical is provided by Co-op Optical per schedule. The City reserves the right to provide comparable coverage from other insurance carriers.

6. Life Insurance

As per Article XXI, C of the Collective Bargaining Agreement.

7. Pension System

Dispatchers are included in the retirement system for general City employees. This is regulated by City Charter and requires employee contribution at the rate of five (5%) percent on all wages. City as employer also makes substantial contribution to the system. Employee contribution is refunded if employee ceases employment prior to eligibility for a pension. Benefits are regulated by the Charter.

8. Sick Time

Is granted at the rate of twelve (12) days per year with a maximum accumulation of one hundred sixty-eight (168) days. It is expected that employees would not abuse this provision by using it for other purposes.

Each employee may earn and shall be entitled to sick leave with pay at a rate of one (1) working day for each full month of continuous service and such may be accumulated to a maximum of one hundred sixty-eight (168) days. An employee who does not use more than three (3) sick days in a calendar year will be entitled to an extra vacation day to be taken in the next calendar year. Employees using a sick day should call in prior to the beginning of the shift.

Pay out on retirement will be at fifty (50%) percent of accumulated sick days up to a maximum of sixty (60) days, (pay out will not exceed thirty [30] full days of pay).

9. Wages

<u>Wages</u>	<u>7-1-87</u>	<u>7-1-88</u>	<u>7-1-89</u>
Start	\$7.54/hr.	\$7.72/hr.	\$8.32/hr.
6 months	7.75	8.14	8.55
12 months	7.95	8.35	8.77
18 months	8.15	8.56	8.99
24 months	8.36	8.78	9.22
	(\$17,390)	(\$18,260)	(\$19,175)

Only dispatchers employed by the City on December 1, 1989 are entitled to retroactive pay.

10. Cleaning Allowance

Each dispatcher shall be entitled to the sum of Seventy-five (\$75.00) Dollars on the first payday in December of each year to defray the cost of cleaning and upkeep of his uniform. Effective July 1, 1988, the allowance will be increased to One Hundred (\$100.00) Dollars.

11. Other Benefits

Funeral Leave, Jury Duty, Leaves of Absence and Disability Leave are provided in accordance with schedule and regulations applicable to City Office and Clerical Employees. Uniforms are also provided.

These provisions shall be interpreted and applied in conformity with established City practice.

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY Dennis Van Sale

BY Dennis E. Fran

BY David DeWitt

BY [Signature]

BY [Signature]

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

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

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY Dennis Van Sule

BY Dennis C. Foran

BY Donald L. M.

BY [Signature]

BY [Signature]

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

Representatives of the City of Grosse Pointe and the Fraternal Order of Police, Labor Council, applying to Grosse Pointe City Non-Supervisory Public Safety Officers, have been involved in collective bargaining negotiations. As a result of these negotiations, the parties have mutually agreed, in good faith, to the wage rates and other provisions reflected in their 1987-1990 Collective Bargaining Agreement. This was accomplished in order to comply with the Fair Labor Standards Act, while meeting the financial restraints of the City in maintaining twenty-four (24) hour shift assignments. If there is a change in the law which would exempt the City from the payment of overtime compensation to public safety employees normally assigned to the current twenty-four (24) hour shift assignments, changes to the Collective Bargaining Agreement discussed by the parties in negotiations will be implemented.

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY Jimmie Van Sale

BY Dennise E. Fran

BY Donna Lee

BY [Signature]

BY [Signature]

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

STARTING RATE

The City of Grosse Pointe and Fraternal Order of Police, Labor Council, applying to Grosse Pointe City Non-Supervisory Public Safety Officers agree that the Union will consider reducing the starting PSO wage rate in the parties' next collective bargaining negotiations.

CITY OF GROSSE POINTE

FRATERNAL ORDER OF POLICE,  
LABOR COUNCIL

BY \_\_\_\_\_

BY *Dennis Van Sale*

BY *Dennis C. Foran*

BY *Dennis Sealors*

BY *[Signature]*

BY *[Signature]*

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

In addition to the specific terms and conditions set forth in the collective bargaining agreement, July 1, 1987 - June 30, 1990 between the City of Grosse Pointe and Fraternal Order Of Police, Labor Council, covering Non-Supervisory Public Safety Officers, the City and Fraternal Order Of Police, Labor Council, agree as follows:

1. The following terms and conditions apply to any Public Safety Officer assigned to eight (8) hour duty shifts. Presently, only Detective Dennis Van Dale is assigned to an eight (8) hour shift. The present hourly rate (effective July 1, 1989) for Detective Van Dale as an eight (8) hour shift officer is \$16.79 per hour.

2. Article XV, Vacation Policy - The following schedule applies to employees assigned to eight (8) hour shifts:

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

3. Article XIII, Sick Leave Days - Officers who are working a forty (40) hour workweek may accumulate up to one hundred fifty (150) eight (8) hour sick days with the maximum payout of seventy-five (75) eight (8) hour sick days in the event of retirement.

4. Detective Dennis Van Dale - Because of his plain-clothes assignments will be allowed to spend seventy-five (75%) percent of his yearly uniform allowance on plain clothes.

5. All other terms and conditions of the Collective Bargaining Agreement are in full force and effect.

CITY OF GROSSE POINTE

BY \_\_\_\_\_

BY Dennis C. Foran

BY [Signature]

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE

BY \_\_\_\_\_

BY Dennis Van Dale

BY [Signature]

Dated: \_\_\_\_\_