

1407

6/30/92

LABOR AGREEMENT
 BETWEEN
 GROSSE POINTE FARMS
 COMMAND OFFICERS ASSOCIATION

and

THE CITY OF GROSSE POINTE FARMS



July 1, 1989
 June 30, 1992

LABOR AND INDUSTRIAL
 RELATIONS COLLECTION
 Michigan State University

Grosse Pointe Farms, City of

TABLE OF CONTENTS

			<u>Page</u>
Article	I	Agreement	1
Article	II	Purpose and Intent	1
Article	III	Recognition	1
Article	IV	Association Security & Dues Deduction	2
Article	V	Representation	3
Article	VI	Grievance Procedure	3
		Step 1	4
		Step 2	4
		Step 3	4
		Arbitration	4
Article	VII	Seniority	5
Article	VIII	Maintenance of Conditions	6
Article	IX	Management Rights	6
Article	X	General Provisions	7
		Civil Rights of Employees	7
		Disciplinary Records	7
		Dept. Rules & Regulations	7
		Damage to Personal Property	7
Article	XI	Wages	7
Article	XII	Duration of Agreement	8
 <u>APPENDIX A</u>			 9
Article	I	Wages	9
Article	II	Cost of Living Allowance	9
Article	III	Deferred Compensation	10
Article	IV	Holidays	10
Article	V	Overtime	11
Article	VI	Insurances	11
Article	VII	Vacations	12
Article	VIII	Clothing Maintenance Allowance	13
Article	IX	Sick Leave	13
Article	X	Longevity	14
Article	XI	Shift Premium	15
Article	XII	Detective Pay & Lt.'s Pay	15
Article	XIII	Personal Leave	15
Article	XIV	Funeral Leave	16
Article	XV	Retirement Health Insurance	16
Article	XVI	Annuity Withdrawal	17
Article	XVII	Pension	17
Article	XVIII	Pop-Up Provision	18
Article	XVIX	Additional Benefits	18

ARTICLE I

AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 198 , between the City of Grosse Pointe Farms, a Michigan Municipal Corporation (hereinafter referred to as the "employer", and the Labor Council Michigan Fraternal Order of Police (hereinafter referred to as the "union").

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

RECOGNITION

A. The City recognized the Labor Council Michigan Fraternal Order of Police, as the sole and exclusive bargaining representative for all Public Safety Supervisors holding the ranks of Lieutenant and Executive Lieutenant in the Grosse Pointe Farms Public Safety Department/Police Division created by the City of Grosse Pointe Farms to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, for the purpose of collective bargaining with respect to wages, hours, and the terms and conditions of employment for the term of this Agreement.

B. The City will not interfere with, discourage, restrain or coerce members because of their membership in the Association.

C. 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 Association.

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 Association, or pay the Association's Service Fee, to the Association, for the duration of this Agreement, on or before the tenth (10) day after the thirtieth (30th) day following the effective date of the 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 Association or pay the Association's Service Fee, to the Association, for the duration of this Agreement, on or before the tenth (10) 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 Association and execute an authorization for full dues deduction, such employee shall, as a condition of continued employment by the City, execute and provide 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 Association dues which shall be forwarded to the Association Treasurer. This sum shall be called the "Service Fee". The Association Treasurer shall notify the City, in writing of the amount to be deducted for such expenses.

D. An employee who shall tender 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 Association complete the following steps: (1). the union shall first submit a written request to the City asking for the termination of the employee involved. (2). 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 Association, 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 Association. The City further agrees to deduct from the pay of employees who are not members of the Association, 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 Association.

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 Association agrees to save and hold harmless the Employer from any damages resulting from the enforcement of provisions of the Article. In the event any action or claims are commenced against the City to cover any sums deducted under this Article, the Association shall reimburse the City for any amounts deducted from any employee's pay and paid to the Association by the City that the City is subsequently required to repay to the employee.

ARTICLE V

REPRESENTATION

The Association shall be represented in all contract negotiations including Act 312, compulsory arbitration hearings, by committee of the Association of reasonable size, and may include a designee from the Labor Council.

If a member of the Association's bargaining committee is on duty during negotiations, he shall be permitted to attend negotiations only if the Association and City agree that his absence from his assigned duty is consistent with the interest of the City and the Public. In such case, the officer shall be paid for his regular on-duty pay for time actually spent negotiating during his on-duty hours.

With prior permission of the Public Safety Director, reasonable time may be permitted for the President, or his designee, to investigate and process grievances, including arbitration hearings, during normal working hours without loss of pay or benefits. Such permission shall not unreasonably be withheld.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The informal resolution of differences or grievance is urged and employees and City representatives are encouraged to resolve grievances at the lowest possible level of supervision.

B. Step 1. An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of a Steward. 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 Head of the Department 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) calendar days of the date when the employee becomes aware of the occurrence of the incident or situation. The Head of the Department 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 is not resolved at the meeting between the Department Head and the Association, the matter may be referred by the Association to the City Manager within seven (7) calendar days after the Department Head's written reply to the grievance. Within seven (7) calendar days of the referral by the Association to the City Manager or designee, a meeting will be held between the City Manager or designee, and the Association to discuss the grievance. Within seven (7) calendar days after the meeting the City Manager shall reply in writing.

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.

C. Arbitration:

Any dispute or grievance concerning the application or interpretation of this Agreement that cannot be adjusted by exhausting the grievance procedure may be submitted by either party to arbitration. Either party may, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. For all grievances such request shall be made within seven (7) calendar days after receipt of the City Manager's written reply.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, within the seven (7) calendar thereafter the party requesting arbitration shall file a demand for arbitration with the American Arbitration Association in accordance with its rules and regulations. The fee and expenses of the arbitration shall be borne equally by the Association and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation

and/or application of the collective bargaining agreement, except as herein limited.

The arbitrator's award shall be final and binding on the parties and affected employees.

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

E. All employees shall have the right to be represented by the Steward or a member of the Association, and/or legal counsel, at every step of the grievance procedure, and at all disciplinary conferences or procedures if they so desire.

ARTICLE VII

SENIORITY

A. Seniority shall be determined first by the employee's rank, second by the date of rank (the ranks for Public Safety Lieutenant and Police Sergeant are equivalent for this purpose), and finally, the employee's length of service in the Grosse Pointe Farms Public Safety Department and Police Department. Seniority in rank shall commence upon completion of the probationary period of one (1) year, and shall be retroactive to the date of one (1) year, and shall be retroactive to the date of promotion. Probationary employees who, in the opinion of the City, are not satisfactory, may be returned to their former rank at the discretion of the City.

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

1. He resigns;
2. He is dismissed and is not reinstated;
3. He is absent without leave for a period of five (5) days or more. (Exceptions to this may be made by the City on the grounds of good cause for failure to report.);
4. He retires on regular service retirement.

C. A seniority list shall be furnished to the Association by the City once each year.

D. In the event it becomes necessary to reduce the force, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.

E. No employee shall be discharged or otherwise disciplined except for just cause. If the discipline should result in the loss of pay or benefits, the employee shall be given reasonable notice of the hearing and have the right to present witnesses and facts in his behalf. The claim of any employee that he has been unjustly discharged or, otherwise disciplined shall be process as a grievance and entered at Step #3.

ARTICLE VIII

MAINTENANCE OF CONDITIONS

No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement. The parties further agree that all provisions of the City Charter, City Code (Ordinances) and Resolutions of the City Council, as adopted or amended, relating to the working conditions and compensation of the employees are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth.

ARTICLE IX

MANAGEMENT RIGHTS

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

B. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used, and the discontinuance of any or all services, material or methods of operation; to introduce new equipment, methods, processes, change or eliminate existing equipment, decide on materials, supplies and equipment to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of work force; (f) to hire, assign, and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) probationary employees' service with the employer may be terminated at any time by the employer; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue

job classifications and prescribe and assign job duties, content and classifications within the bargaining unit; (j) to establish work schedules, including overtime work, as required in a manner most advantageous to the Public Safety Department and consistent with requirements of municipal employment and public safety; (k) to discipline, demote, suspend, and discharge employees for just cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer and promote employees from one classification, department or shift to another within the bargaining unit; (n) to select employees for positions and to determine the qualifications and competency of employees to perform available work; (o) to control the Public Safety budget; (p) to evaluate the performance of employees in their duties; and (q) to take whatever reasonable action necessary in emergencies in order to assume proper functioning of the Public Safety Department.

ARTICLE X

GENERAL PROVISIONS

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

B. Disciplinary Records. Disciplinary action three (3) years or more in the past will not be considered in connection with any contemplated current disciplinary action. After three (3) years, all records of disciplinary action will be removed from an employee's personnel file except that documents forming part of the permanent official City files will be retained until the law permits them to be removed.

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

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

ARTICLE XI

WAGES

The parties hereby agree to wages and other economic benefits as set out in Appendix A to this Agreement, which by this reference, is made a part of this Agreement.

ARTICLE XII

DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effect as of July 1, 1989. and shall remain in full force and effect until midnight June 30, 1992, and thereafter until amended or modified as provided herein.

Either party desiring modification or amendment shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.

FOR THE ASSOCIATION

George F. Dan Tien
Samuel A. Cardella

FOR THE EMPLOYER

Richard N. Hales
Carol C. Lock

GROSSE POINTE FARMS POLICE ASSOCIATION

APPENDIX A

This Appendix agreed to by the parties this _____ day of _____, 198 , and effective July 1, 1989, memorializes the agreements reached between the parties pursuant to the renegotiation of the provision of Appendix A.

I.

WAGES

Employees in the bargaining unit will be paid at the following rate:

Commencing:

	<u>Base</u>	<u>After 6 Mo.</u>
July 1, 1989		
Lieutenant	\$39,000	\$40,500
Executive Lieutenant	\$42,262	\$44,025
July 1, 1990		
Lieutenant	\$40,578	\$42,150
Executive Lieutenant	\$43,975	\$45,800
July 1, 1991 thru June 30, 1992		
Lieutenant	\$41,592	\$43,200
Executive Lieutenant	\$45,075	\$46,950

II.

COST OF LIVING ALLOWANCE

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

B. Cost of living increases in base wages will be determined in accordance with increases in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan. All items (1967=100) based on the 1972-1973 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, hereinafter referred to as the "Index".

C. Cost of living shall be paid twice yearly as a separate lump sum check, payment to be made in August and February of each year. The amount of the first cost of living allowance payment shall be based upon the increase in the Index for June 1988 over the Index for December 1987. The amount of the next cost of living allowance payment shall be based upon the increase in the

Index for December 1988 over the Index for June 1988 and continuing on in the same manner. Each cost of living allowance payment shall be calculated on the basis that four tenths (.4) increase in the Index shall equal one (\$.01) per hour using 1000 hours for each employe as hours worked for a six (6) month period. Each COLA payment will cover the preceding six (6) month period provided the employe was on the payroll during the respective six (6) month period for which payment is made, ending December 31 and June 30 respectively of any year. In the event that an employe separates from service with the Employer during a six (6) month period by reason of retirement, death, resignation, discharge or an unpaid leave of absence, such employe shall receive a pro-rata amount for the respective six (6) month period for which he is entitled to payment.

D. The total of the payments for August and February of each fiscal year shall not exceed \$1,200. Effective July 1, 1990, this total shall be increased to \$1,330.

III

DEFERRED COMPENSATION

Bargaining unit members may participate in the International City Management Association's Deferred Compensation Plan including their sick leave pay out as defined in Article IX, Section B. if the employe so desires. The City shall provide bargaining unit members with a matching contribution of up to one percent (1%) of their base salary to this deferred compensation plan. Effective 7-1-91, the one (1%) percent is increased to three (3%) percent.

IV

HOLIDAYS

Each employe will receive an additional hour's pay for each hour actually worked on the following holidays: New Years Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Payment for each holiday worked shall be included in the following pay period. Each employe will be paid a bonus of \$1,150 on or after the 15th day within the month of February in lieu of holidays which are not worked except those employes who normally have the holiday scheduled off. Effective 7-1-89, Good Friday will be added to the list of holidays.

V

OVERTIME

A. Overtime will be compensated to all employees for holdover at one and one-half (1-1/2) times to nearest 15 minutes for all overtime. The executive Lieutenant shall only work and be paid overtime upon prior approval of the City Manager unless an emergency condition exists.

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

C. Effective July 1, 1980, compulsory training sessions in accordance with a schedule previously approved by the City shall be paid at the overtime rate of pay of the employee for the actual time worked and a flat rate of \$150.00 for Executive Lieutenants. An employee on a scheduled vacation or unable to attend because of illness will not be required to attend scheduled training nor will he be penalized in any way for his absence. Notice of scheduled training time will be posted on the Report Room bulletin board at least seven (7) calendar days prior to the scheduled training. Where possible, the City will attempt to schedule alternate training times.

VI

INSURANCES

A. Hospitalization and Medical. The City will provide full family comparable Hospitalization and Medical coverage presently in effect with premiums fully paid by the City without any reduction in the level of benefits until June 30, 1992. Effective 7-1-89 coverage to include:

- Pre-Determination of Elective Admissions
- Mandatory second surgical opinion

B. Dental. The City will provide full family dental insurance comparable to Delta Dental 60-40 Class 1 and 50-50 Class II with premium fully paid by the City without any reduction in the level of benefits until June 30, 1992.

C. Life Insurance. Effective July 1, 1989, the City will provide \$40,000 term life insurance for each employee.

VII

VACATIONS

Employees who have completed at least one (1) calendar year of service shall be entitled to twenty (20) working days of paid vacation each calendar year. Employees who have completed six (6) months of service prior to a calendar year will be entitled to ten (10) working days of paid vacation. The City will consider its needs and the needs of each employee when reviewing vacation requests. Vacation requests will be granted at any time during the calendar year at the convenience of the City and employees with greater seniority will be given preference over employees with lesser seniority, where possible.

Commencing January 1, 1990, the following vacation schedule shall apply except that paragraph one and two shall be applicable July 1, 1988 to those commencing employment July 1, 1988 and thereafter. It is also recognized that in no instance shall any employee hired prior to July 1, 1988 suffer a reduction in vacation because of the following schedule.

1. Upon completion of six (6) months of employment by January 1 in any year - 7-1/2 working days.
2. After completion of one (1) calendar year following the January 1st occurring after employment as a permanent full-time employee - fifteen (15) working days.
3. After completion of five (5) calendar years following the January 1st occurring after employment as a permanent full-time employee, and thereafter - twenty (20) working days.
4. After completion of ten (10) calendar years following the January 1st occurring after employment as a permanent full-time employee, and thereafter - twenty-three (23) working days.
5. After completion of fifteen (15) calendar years following January 1st occurring after employment as a permanent full-time employee, and thereafter - twenty-four (24) working days.
6. After completion of twenty (20) calendar years following the January 1st occurring after employment as a full-time employee, and thereafter - twenty-five (25) working days.

Commencing January 1, 1991, the following vacation shall apply except that paragraphs one and two shall be applicable July 1, 1988 to those commencing employment July 1, 1988 and thereafter. It is also recognized that in no instance shall any employee

hired prior to July 1, 1988 suffer a reduction in vacation because of the following schedule:

1. Upon completion of six (6) months of employment by January 1 in any year - 7-1/2 working days.
2. After completion of one (1) calendar year following the January 1st occurring after employment as a permanent full-time employee - fifteen (15) working days.
3. After completion of five (5) calendar years following the January 1st occurring after employment as a permanent full-time employee - twenty (20) working days.
4. After completion of ten (10) calendar years following the January 1st occurring after employment as a permanent full-time employee, and thereafter - twenty-five (25) working days.
5. After completion of fifteen (15) calendar years following the January 1st occurring after employment as a permanent full-time employee, and thereafter - twenty-seven (27) working days.
6. After completion of twenty (20) calendar years following the January 1st occurring after employment as a full-time employee, and thereafter twenty-nine (29) working days.

CLOTHING MAINTENANCE
ALLOWANCE

A clothing and maintenance allowance of \$350.00 shall be paid to each employee once a year between May 1 and 15th.

IX

SICK LEAVE

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

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

Employees shall be allowed one (1) day of sick leave for each calendar month of service.

Employees shall accumulate up to eighty (80) days as long as they are in the service of the employer. At the end of each calendar year, any "accumulated" days of sick leave over eighty (80) will

be compensated for in accordance with Section B of this Article.

B. Annual Incentive Pay to Reduce Use of Sick Leave. To qualify, an employee must have accumulated eighty (80) sick days as of July 1 of the qualifying fiscal year.

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

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

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

X

LONGEVITY

Longevity will be paid between December 1st and December 15th to employees who will complete service as indicated below by January 1st of the following year:

Five Years	\$300
Ten Years	400
Fifteen Years	500
Twenty Years	600
Twenty-five Years	700

XI

SHIFT PREMIUM

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

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

XII

DETECTIVE PAY AND LIEUTENANTS PAY

Employees assigned to the Detective Bureau for a period of more than six (6) months shall receive an annual lump-sum payment of \$1,150 effective July 1, 1989, in recognition of the specialized requirements of the Bureau, one-half of such amount being payable in May and December of each year.

The Executive Lieutenant shall receive an annual lump-sum of \$1,150 effective July 1, 1989, in recognition of the specialized requirements of the position. One-half of such amount being payable in May and December of each year.

XIII

PERSONAL LEAVE

Employees in the bargaining unit shall receive two (2) personal leave days for the purpose of family illness or other personal business, subject to forty-eight (48) hours prior approval of the Police Chief, or his designated representative. In cases of emergency, shorter notice may be accepted with the approval of the Director of Public Safety or his designed representative. A personal leave day may not be used as the day before or after a holiday or vacation. Approval of personal leave shall reflect the principles of good management, but such approval shall not unreasonably be withheld.

XIV

FUNERAL LEAVE

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

B. Additional unpaid funeral leave may be made available upon written permission of the Director of Public Safety.

XV

RETIREMENT HEALTH INSURANCE

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

- Master Medical Option 2
- Pre-determination of elective admissions (\$100 deductible)
- Mandatory second surgical opinion

A. Covered Persons

1. Members of the retirement system who retire under the provisions of Section 17.14 (voluntary retirement), Section 17.15 (normal retirement) or Section 17.19 (duty disability) with an effective date of retirement after January 1, 1987.
2. The spouse of persons covered under (1) or (2) if the retirement system pension is being paid in accordance with Option II or Option III provided in Section 17.18 and the spouse is the names beneficiary.

B. Amount of Subsidy:

1. The full cost of City sponsored coverage if the covered person is age 55 years or older but has not attained age 65 years or older.
2. The full cost of City sponsored coverage which supplements medical coverage, if the covered person is age 65 years or older and is eligible for Medicare Part A coverage by reason of Social Security covered earnings.
3. One-half of the cost of Medicare Part A voluntary coverage and one-half of the cost of City sponsored coverage, if the covered person is age 65 or older is not eligible for Medicare Part A coverage by reason of Social Security covered earnings, but has enrolled for Medicare

Part A voluntary coverage.

4. One-half of the cost of City sponsored coverage, if the covered person is age 65 years or older, if not eligible for Medicare Part A coverage by reason of social security earnings, and has not enrolled for Medicare part A voluntary coverage.

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

XVI

ANNUITY WITHDRAWAL

Annuity Withdrawal Option Effective January 1, 1987. An employee covered by this Agreement who retires while in the employment of the City, and who retires pursuant to Section 17.14 (voluntary retirement), Section 17.15 (normal retirement), Section 17.19 (duty disability), Section 17.20 (duty disability after voluntary retirement age), or Section 17.22 (non-duty disability incurred), may withdraw his/her accumulated contributions from the retirement system and be paid a reduced retirement allowance. The amount of reduction shall have an actuarial present value equal to the amount of accumulated contributions paid the retiring member. The interest rate used to compute the actuarial present value shall be the interest rate published by the Pension Benefit Guaranty Corporation for valuing immediate annuities during the period in which the retiring member's date of retirement occurs. Any employee covered by this Agreement who elects to withdraw his/her accumulated contributions may also elect an optional form of payment provided in Section 17.18.

XVII

PENSION

Amount of Straight Life Pension. Effective for retirements and deaths occurring on and after January 1, 1987, the amount of straight life pension provided by Chapter 17, Section 17.16 (a) of the City Charter, applicable to a member who holds the rank of Lieutenant or Executive Lieutenant at the time of retirement or death, shall be computed in accordance with the following Pension Formula in lieu of the method of computation specified in Section 17.16 (a).

A. The amount of straight life pension is equal to 2.5 percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus one (1%) percent of his final average compensation multiplied by the number of years, and fractions of a year, of his credited service which is in excess

of 25 years, but basic retirement pay shall be limited to seventy (70%) percent of his final average compensation.

XVIII

POP-UP PROVISION

Optional Forms of Payment of a Pension. Effective for retirements occurring on and after October 1, 1987, the Option II and Option III forms of payment provided by Chapter 17, Section 17.18 (a) of the City Charter, as applied to a member who holds the rank of Lieutenant or Executive Lieutenant at the time of retirement, shall be administered in accordance with the following wording:

A. Option II. Joint and Survivor Pension. The retired member is paid a reduced pension for life under Option II. Upon the death of the retired member during the lifetime of the named survivor pension beneficiary, the named survivor pension beneficiary is paid the full amount of the reduced pension until death. Upon the death of the named survivor pension beneficiary during the lifetime of the retired member the amount of pension shall be changed to the amount that would have been payable had the retired member elected to be paid a straight life pension. The named survivor pension beneficiary is the person designated in writing on a duly elected form supplied by and filed with the Retirement Commission prior to the effective date of the member's retirement.

B. Option III. Modified Joint and Survivor Pension. The retired member is paid a reduced pension for life under Option III. Upon the death of the retired member during the lifetime of the named survivor pension beneficiary, the named survivor pension beneficiary is paid one-half the amount of the reduced pension until death. Upon the death of the named survivor pension beneficiary during the lifetime of the retired member the amount that would have been payable had the retired member elected to be paid a straight life pension. The named survivor pension beneficiary is the person designated in writing on a duly executed form supplied by and filed with the Retirement Commission prior to the effective date of the member's retirement.

XIX

ADDITIONAL BENEFITS

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