

6/30/92

AGREEMENT

BETWEEN

CITY OF GROSSE POINTE PARK

AND

GROSSE POINTE PARK

PUBLIC SAFETY COMMAND ASSOCIATION/

LABOR COUNCIL MICHIGAN FRATERNAL

ORDER OF POLICE

JULY 1, 1989 THROUGH JUNE 30, 1992

*Grosse Pointe Park, City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

7408

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AGREEMENT

This agreement made and entered into as of the \_\_\_\_\_ day of  
MARCH, 1990 between the CITY OF GROSSE POINTE PARK, a Michigan  
municipal corporation, hereafter called the "City", and the PUBLIC  
SAFETY COMMAND OFFICERS ASSOCIATION, hereafter called the  
"Association", and the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF  
POLICE, hereafter called the "Union".

ARTICLE I  
PURPOSE AND INTENT

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

ARTICLE II  
RECOGNITION

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

ARTICLE III  
UNION SECURITY

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

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

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

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

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

ARTICLE IV  
NONDISCRIMINATION

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



ARTICLE V  
SENIORITY

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

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

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

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

E. Seniority shall be broken for the following reasons:

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

ARTICLE VI

DISCHARGE OR SUSPENSION

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

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

ARTICLE VII  
ARBITRATION AND GRIEVANCE PROCEDURE

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

STEP NUMBER 1

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

STEP NUMBER 2

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

STEP NUMBER 3

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

STEP NUMBER 4

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

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

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

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

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

- (2) Neither the arbitrator nor the Merit Board shall have power to add to or subtract from or modify the terms of this Agreement, nor shall they exercise any responsibility or function of the Union or the City.
  
- (3) It is the intention of the parties that the procedures herein shall serve as the exclusive means of peaceable settlement of all disputes that arise between them. During the life of this Agreement, the Union shall not cause any sit down strike, slow down or other interference with City services.
  
- (4) Either the Union or the City may initiate a grievance on a matter of interpreting this Agreement by presenting the same in writing to the other, and if not satisfactorily resolved within fourteen (14) days, the party presenting the grievance may proceed by either alternative set forth in Step 4 described in (a) above.
  
- (5) Because it is important to both parties that grievances be promptly resolved, the Union and the City agree that all grievances shall be pursued within the time deadlines described in this Article VII and if said deadlines are not met through the delay of the grieving party, the grievance shall be canceled and withdrawn. However, both parties may agree in writing to extend any or all time limits under this article.

ARTICLE VIII  
MANAGEMENT RIGHTS

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

**ARTICLE IX**  
**PERSONNEL FILES**

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

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



ARTICLE X

WAGES

A. The salary of all PSO Lieutenants shall be at the following annual rates:

Effective July 1, 1989	\$41,750
Effective July 1, 1990	Twenty-one (21) percent above PSO I.
Effective July 1, 1991	Twenty-one (21) percent above PSO I.

B. The salary of all PSO Sergeants shall be at the following annual rates:

Effective July 1, 1989	\$39,700
Effective July 1, 1990	Fifteen percent (15) above PSO I.
Effective July 1, 1991	Fifteen percent (15) above PSO I.

C. The salary of all PSO Corporals shall be at the following annual rates:

Effective July 1, 1989	\$37,200
Effective July 1, 1990	Seven and 3/4 (7.75) percent above PSO I.
Effective July 1, 1991	Seven and 3/4 (7.75) percent above PSO I.

D. The salary of all Fire Command Lieutenants shall be at the following annual rates:

Effective July 1, 1989	\$36,600
Effective July 1, 1990	Fourteen (14) percent above a PSO II
Effective July 1, 1991	Fourteen (14) percent above a PSO II

E. The salary of all **Fire Command Sergeants** shall be at the following annual rates:

Effective July 1, 1989	\$34,550
Effective July 1, 1990	Seven and 3/4 (7.75) percent above PSO II
Effective July 1, 1991	Seven and 3/4 (7.75) percent above PSO II

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

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

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

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

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

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

ARTICLE XI

VACATION

A. VACATION: employees will be entitled to vacation as follows:

Calendar of Years Of Service As of <u>December 31</u>	Paid Vacation Hours in <u>Year following</u>
Less than 1 year	Pro-rated
1-6 years	156
7 years	168
8 years	180
9 years	192
10 - 14 years	204
15 years or more	240

B. VACATION BUY BACK: Any employee with five (5) years or more of service may, at his option, elect to receive up to 84 hours pay in lieu of the equivalent vacation hours. Payment prior to December 15th.

ARTICLE XII  
EMERGENCY MEDICAL TECHNICIANS

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

ARTICLE XIII  
SHIFT DIFFERENTIAL

The City shall pay a shift differential of \$550 per year to all employees who work the twelve hour shift, pro rated on the basis of the number of twelve hour shifts worked. This differential to be paid during the first pay period in June of each year.

ARTICLE XIV

LONGEVITY

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

<u>Continuous Service</u>	<u>Longevity Pay</u>
Less than 2 years	- 0 -
2 years - 5 years	.5 percent of base wage
6 years - 10 years	1.0 percent of base wage
11 years - 15 years	2.0 percent of base wage
16 years - 20 years	2.5 percent of base wage
More than 20 years of service	3.0 percent of base wage

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

ARTICLE XV  
ACTIVE EMPLOYEE INSURANCE

A. Hospital, Medical and Surgical Coverage: The City will maintain the existing hospital, medical and surgical coverage for all employees and pay the entire premium, except as otherwise stated herein, along with any rate increase for such coverage. The City will provide coverage for dependents from age 19 to 25 provided such dependents are regular students. Dependent children who are physically impaired so as to preclude gainful employment will continue to be covered regardless of age. Active employees may retain coverage for other dependents age 19 and older if they reimburse the City for the cost of said premium and such dependents reside with employee.

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

C. DENTAL INSURANCE: The City will provide each employee 25-50-50 Dental Insurance Coverage with a cap of one thousand dollars (\$1,000.00) per year per person for each employee and each family member, to include dentures and braces.

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



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

F. INSURANCE OPTION: Any employee may elect not to receive health and dental insurance coverage through the City. An employee making such election shall receive an annual payment of one thousand dollars (\$1,000) from the City, to be paid the first pay period after such election. If an employee, after making the election not to receive any health and dental insurance coverage through the City, wishes to resume such coverage, the annual payment shall be adjusted on a pro rated basis, with any unearned portion to be returned to the City as a requirement for resumption of such coverage.

G. TRADITIONAL COVERAGE CO-PAY: To assist the City in providing health and dental insurance coverage for retirees, all active employees are to be encouraged to enlist in PPO Plan. If an employee elects to continue the traditional coverage he will be required to reimburse the City 15% of the premium. Those under the PPO (Blue Preferred) Plan or its equivalent will continue to have their premium paid by the City. Selection for a PPO or 15% withholding allowance or insurance buyout may be re-evaluated by employees annually during the month of March of each year.

H. SURVIVORS BENEFITS:

(1) DUTY: If an employee dies due to an injury or illness received in the line-of-duty, the City will continue the insurance coverage provided in paragraphs A, B, and C above for his spouse and each of his dependant children under age 19. If his spouse remarries or receives health insurance coverage from an employer or other source, the city will no longer provide the insurance coverage described in this subparagraph.

(2) NON-DUTY: If an employee dies due to an injury or illness not received in the line-of-duty, the City shall for a period of five (5) years after the death of the employee maintain insurance coverage provided in paragraphs A, B, and C above, for his spouse and dependants. This coverage shall terminate if the spouse remarries or receives health insurance from an employer or other source.

ARTICLE XVI  
RETIREMENT HEALTH INSURANCE

RETIREE COVERAGE DEFINED

\* For purposes of health insurance, the term "retire" includes both length of service (25 years and age 55) and permanent duty disability retirees. Permanent duty disability retirees are those persons who can no longer perform job duties because of an injury or illness compensable under workers' compensation laws and who are eligible for duty disability retirement under the city's retirement plan. Health insurance continuation is not provided for persons unable to perform job duties because of non-duty disability

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

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

A. HEALTH INSURANCE: The City will maintain the existing hospital, medical and surgical coverage, including Master Medical 50/100 for drug coverage, for all retirees and pay the entire premium along with any rate increases for such coverage. Coverage for dependents except as limited above, will be the same as it is for active employees.

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

C. INSURANCE OPTION: An eligible employee who retires may also elect not to receive any health and dental insurance coverage to the extent set forth in paragraphs A and B above through the City. A retiree making such election shall receive an annual payment of one thousand dollars (\$1,000.00) from the City, to be paid the first pay period after making such election. If a retiree, after making the election not to receive any health or dental insurance coverage through the City, wishes to resume such coverage, the annual payment shall be adjusted on a pro-rata basis, with any unearned portion to be returned to the City as a requirement for resumption of such coverage.

D. TRADITIONAL CO-PAY: A retiree who has elected to continue hospital, medical, surgical and dental insurance coverage for himself and his family may select to receive either traditional health insurance or Blue Cross/Blue Shield PPO (Blue Preferred). The coverage for both shall be the same. If the retiree elects to continue with the traditional coverage he will contribute 15% of the cost provided for him. The full premium of the PPO will be paid by the City. In the event PPO is no longer available to the retiree (e.g. relocation, no medicare) the retiree will be eligible for the traditional coverage with no cost to him.

E. MEDICARE REQUIREMENT: All retirees and their spouses must make application for Medicare coverage in order to qualify for any health insurance provided under this Article, but such application shall not reduce the coverage or increase the out-of-pocket expenses of any retiree or his spouse.

ARTICLE XVII

PENSION

A. PENSION PLAN: Subject to the conditions of this Article, the City will adopt the MERS B-3 pension plan with the F-55 (rider) and FAC 3 option for employees. An employee who has 25 years of service with the City and who has attained the age of 55 years, may at his option, retire with full pension.

B. MULTIPLIER: Any employee who retires shall have his pension benefits calculated on the basis of 2.25 % for each year of service up to eighty (80) percent of his final average compensation.

C. EMPLOYEE CONTRIBUTION: Employees contributions to the Retirement System shall be five (5) percent of his gross pay.

ARTICLE XVII

HOLIDAYS

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

January 1	Labor Day
Easter Sunday	Veterans Day
Memorial Day	Thanksgiving Day
July 4	December 25

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

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

D. COMPENSATION (12 hours): Employees working the twelve hour schedule shall receive the following Holiday compensation.

1989: \$600      1990: \$700      1991: \$800

E. COMPENSATION (8 hours): Employees working the eight hour schedule shall receive the following Holiday compensation.

1989: \$400      1990: \$400      1991: \$400

F. 8 HOURS: Employees on the eight hour schedule shall also receive the day off without loss of time.

G. QUALIFICATION: When determining status, payment will be based upon the principal assignment of the last 8 holidays and pro-rated accordingly. There shall be no pro-ration for retiring members or new hires who are not on the payroll on December 31st of each year and no reimbursement for those who retire thereafter.

ARTICLE XIX

SICK LEAVE

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

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

C. BUY BACK: Any employee who retires may elect at the time of retirement to take one-half (1/2) of his or her accumulated sick time, up to a maximum of two hundred and forty (240) hours of pay. In addition, any employee who retires between January 1, 1990 and March 1, 1990 and July 1, 1991 and January 31, 1992, may elect at the time of his retirement to take an additional 1/2 of his or her accumulated sick time, up to a maximum of two hundred and sixty (260) hours as a bonus to their longevity pay. After January 31, 1992 any employee who retires may elect to take one-half (1/2) of his or her accumulated sick time up to a maximum of three hundred and twenty hours (320) in pay. In the event any employee dies prior to retirement, this benefit shall be paid to his surviving spouse or, if he has no surviving spouse, to his children or estate.

D. SICK TIME CAP: No employee shall accumulate in excess of 2,000 hours sick time.



ARTICLE XX

UNIFORMS

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

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

C. PERSONAL ITEMS: The City will repair or replace any uniform and personal items (such as watches, glasses, etc.) broken, damaged or lost in the line-of-duty, without the negligence of the employee. The City also recognizes it will be responsible for the normal replacement of equipment damaged through normal use (such as service revolvers, fire equipment, etc.). Further the Union agrees the replacement cost for personal watches and jewelry shall not exceed \$100 for each incident.

D. DETECTIVE CLOTHING ALLOWANCE: Those Public Safety Officers assigned to the Detective Bureau shall receive a clothing allowance of \$450 for the fiscal year 1989, \$500 for the fiscal year 1990 and \$600 for the fiscal year 1991 in accordance with existing Department policy payable by December 15th.

**E. UNIFORM ALLOWANCE:** Each Public Safety Officer assigned to the Uniform Division will be credited with a uniform allowance of \$350 annually, to be applied primarily to the purchase and/or replacement of necessary on-duty public safety clothing and equipment. It is understood the Director or his alternate will have the authority to order an employee to replace worn or damaged items if necessary. It is also understood any funds not used in a fiscal year will be carried over to the next year. There shall be established a uniform allowance of \$350 to be applied to requests from the personal assigned to the Detective Bureau to maintain uniform purchases. Purchases other than noted above may be requested through the Director or his alternate for approval first.

**F. UNIFORM MAINTENANCE ALLOWANCE:** The City shall pay each employee an annual cleaning allowance as follows, payable within the first pay period of June of each year of the contract:

1990	\$200
1991	\$225
1992	\$250

ARTICLE XXI  
BEREAVEMENT LEAVE

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

Husband	Wife
Children	Step-Children
Mother	Father

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

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

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

ARTICLE XXII  
COST OF LIVING

During the term of this Agreement, the following cost of living clause will be in effect, utilizing the Detroit Index (CPI-U) 1967=100. Such amounts shall be promptly paid as appropriate date is available.

A. Based upon the hours actually worked in the period July 1, 1989, to December 31, 1989, an employee will receive one cent per hour for every .3 change in the CPI-U Index from May 1989 to November 1989, with a cap of \$200 for that period. Payment shall be made to each employee in a lump sum for this six month period on or before February 10, 1990 (using the difference between the May 1989 Index and the November 1989 Index).

B. Based upon the hours actually worked in the period from January 1, 1990, to June 30, 1990, an employee will receive one cent per hour for every .3 change in the CPI-U Index from November 1989 to May 1990, with a cap of \$200. Payment shall be made to each employee in a lump sum for this six month period on or before August 10, 1990, (using the difference between the November 1989 Index and the May 1990 Index).

C. Based upon the hours actually worked in the period July 1, 1990, to December 31, 1990, an employee will receive one cent per hour for every .3 change in the CPI-U Index from May 1990 to December 1990 with a cap of \$200 for that period. Payment shall be made to each employee in a lump sum for this six month period on or before February 10, 1991, (using the difference between the May 1990 Index and the November 1990 Index).

D. Based on the hours actually worked in the period from January 1, 1991, to June 30, 1991, an employee will receive one cent per hour for every .3 change in the CPI-U Index from November 1990 to May 1991 with a cap of \$200. Payment shall be made to each employee in a lump sum for this six month period on or before August 10, 1991, (using the difference between the November 1990 Index and the May 1991 Index).

E. Based on the hours actually worked in the period from July 1, 1991, to January 1, 1992, an employee will receive one cent per hour for every .3 change in the CPI-U Index from May 1991 to November 1991 with a cap of \$200. Payment shall be made to each employee in a lump sum for this six month period on or before February 10, 1992, (using the difference between the May 1991 Index and the November 1991 Index).

F. Based on the hours actually worked in the period from January 1, 1992 to July 1, 1992, an employee will receive one cent per hour for every .3 change in the CPI-U Index from November 1991 Index and May 1992 Index with a cap of \$200. Payment shall be made to each employee in a lump sum for this six month period on or before August 10, 1992, (using the difference between the November 1991 Index and the May 1992 Index).

ARTICLE XXIII  
SUBROGATION

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

ARTICLE XXIV  
LINE-OF-DUTY INJURY

A. Any employee who is injured or becomes ill in the line-of-duty, such injury or illness defined as compensable by the Worker's Compensation Law, shall be carried on the City payroll at no loss of net pay for his classification and rank for a period not to exceed one (1) year from the date of injury. The employee shall continue to earn his sick leave, vacation leave and longevity pay, hospitalization and life insurance and shall have continuous service for purposes of seniority. The purpose of this paragraph is to make an employee who suffers an on-the-job injury or illness financially whole, to the extent possible.

B. If an employee is unable to perform his regular duties after one (1) year as the result of an on-job accident and/or illness, the City will attempt to provide other work for the employee but the City shall be under no obligation to retain the employee if there exists no position with duties that the employee has the ability to perform.

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

ARTICLE XXV  
HOURS OF WORK

A. HOURS OF WORK: Public Safety Officers assigned to work an eight hour shift shall be scheduled to work a forty two hour week and will be paid overtime or receive compensatory time off at the employee's option for hours worked in excess of his scheduled day or an excess of an average of forty two hours per week. Public Safety Officers assigned to work a twelve hour shift shall be scheduled to work eighty-four hours every fourteen days and shall be paid overtime or receive compensatory time off at the employee's option for hours worked in excess of twelve hours on any one shift or in excess of eighty-four hours in any fourteen day period.

B. LUNCH TIME: Each Public Safety Officer assigned to police patrol duty shall have a thirty minute lunch hour during each eight or twelve hour tour of duty. Current boundries will remain in effect.



ARTICLE XXVI  
STANDBY TIME

An employee placed on standby call who is not called in for duty will receive four hours compensatory time off for each standby call. No employee shall be placed on standby unless there is a civil disorder, fire, natural disaster or other public emergency.

ARTICLE XXVII  
TRAINING TIME

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

ARTICLE XXVIII  
COURT TIME

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

ARTICLE XXIX  
PERSONAL TIME

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

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

ARTICLE XXX  
MISCELLANEOUS

A. BULLETIN BOARD: The City agrees to provide a bulletin board at the Department of Public Safety Headquarters for sole and exclusive use by the Union.

B. TWENTY-FOUR HOUR: The City agrees to hold a conference with the Union when the total number of cross-trained personnel reaches thirty-six. The purpose of this conference is to discuss the twenty-four hour schedule.

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

ARTICLE XXXI  
DEFERRED COMPENSATION

The City will allow the employee to participate in a deferred compensation program available through payroll deduction. Further the City agrees to provide to the member participating, not less than monthly, the following matching funds:

1989-1990	up to 1% of employee base pay
1990-1991	up to 1.5% of employee base pay
1991-1992	up to 2% of employee base pay

## II MINIMUM QUALIFICATIONS INCLUDE

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

## III ELIGIBILITY REQUIREMENTS TO TAKE THE EXAMINATION

All Sergeants who have completed two years of service by a specified date.

## IV PROMOTIONAL MODEL

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

## V PROMOTIONAL ORAL BOARD

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

candidate receives a rating based on a fair and impartial evaluation of his performance.

#### VI IN GRADE SENIORITY

In grade seniority will be accululated on the basis of 1/2 a point for each year of service in rank to a maximum of 5 points.

#### VII ATTAINMENT OF ELIGIBILITY

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

#### VIII REQUIREMENT TO BE PROMOTED

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

#### IX PROMOTIONAL POLICY

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



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

The promotional register will remain in effect for twelve months from the date of publication with up to a six month extension upon approval by the Director.

A bibliography will be furnished to each employee.