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6/30/92

AGREEMENT

BETWEEN

CITY OF GROSSE POINTE PARK

AND

GROSSE POINTE PARK

PUBLIC SAFETY OFFICERS ASSOCIATION /

LABOR COUNCIL MICHIGAN FRATERNAL

ORDER OF POLICE

JULY 01, 1989 THROUGH JUNE 30, 1992

Grosse Pointe Park, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Document, hereafter referred to as "Agreement", contains those provisions to which the parties hereto have agreed. This agreement made and entered into as of the 13th day of MARCH, 1990 between the CITY OF GROSSE POINTE PARK, a Michigan municipal corporation, hereafter called the "City", and the GROSSE POINTE PARK PUBLIC SAFETY 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 in collective bargaining for all public safety 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, 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: Seniority shall be determined 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.

B. PROBATIONARY PERIOD: An employee shall be on probation for the first twelve (12) months within any rank.

C. LAY OFFS: In reducing the work force because of lack of work or other legitimate cause, employees shall be laid off according to seniority, with the employee with the least seniority being the first employee laid off and the last employee laid off shall be the first to be rehired.

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

E. CHANGE IN SENIORITY: 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 XXX 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 who has completed his probationary period. 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 non-probationary 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.

ARTICLE VII
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 choose 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 & 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 or department rules and regulations 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
RESIDENCY

There is no residency requirement for members of the Association, pursuant to the 1987 Arbitration Award.

ARTICLE XI

PAY SCALE

A. CLASSIFICATION: The classification of Public Safety Officer, based upon training successfully completed are:

PSO I - police and fire trained

PSO II - fire trained

B. WAGES: The salaries of Public Safety Officers in the Association shall be:

PSO I (Hired Prior to January 1, 1990)

	July 1, 1989 to June 30, 1990	July 1, 1990 to June 30, 1991	July 1, 1991 to June 30, 1992
0-12 Months	\$20,450	\$21,350	\$22,100
12-24 Months	27,550	28,750	29,750
24-36 Months	31,750	33,150	34,300
36-48 Months	32,700	34,100	35,300
Maximum	34,500	36,000	37,250

PSO I (Hired after January 1, 1990)

0-12 Months	20,450	21,350	22,100
12-24 Months	24,000	25,050	25,900
24-36 Months	27,550	28,750	29,750
36-48 Months	31,750	33,150	34,300
48-60 Months	32,700	34,100	35,300
Maximum	34,500	36,000	37,250

PSO II

Maximum	32,100	33,450	34,600
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C. PRIOR EXPERIENCE: For the purposes of determining the level of continuous service under this Article, and for no other purpose, the City shall have the option to give a new employee 50% credit, up to 24 months, for prior experience with another municipality. By way of example, a new employee who is cross-trained in police and fire duties and who has four (4) or more years of service with the police department of another municipality can, at the City's option, be hired with a starting salary at the 24-36 months level set forth above.

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

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

F. DETECTIVE'S WAGE: Detective shall receive an additional seven percent (7.0%) of base wage.

G. 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 (1.5). 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).

H. 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.

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

J. COMPENSATORY TIME: Employees with accumulated compensatory time on June 30th 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 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 base wage of a PSO I at maximum pay, 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 XXIV
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 and such amounts shall be promptly paid as appropriate data becomes available.

A. 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 percent 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).

B. 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).

C. 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).

D. 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).

E. 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 XV

LONGEVITY

A. LONGEVITY PAY: Every employee represented by the Union shall receive longevity pay in a lump sum by 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 XVI
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 25-50-50-50 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 not 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 cover-ages 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 XVII
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 equalivant 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.

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 XVIII

PENSION

A. PENSION PLAN: Subject to the conditions of this Article, the City will adopt the Municipal Employee Retirement System (MERS) B-3 pension plan with the F-55 (rider) and FAC 3 Option for employees and 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 (FAC).

C. FINAL AVERAGE: Pension shall be based on the best consecutive three of the last five years to arrive at his final average compensation (FAC).

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

ARTICLE XIX

FURLOUGH

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 XX

HOLIDAYS

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

January 1	July 4	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Memorial Day	Veterans Day	

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 on the payroll December 31 and working the twelve hour schedule shall receive the following Holiday compensation payable the first pay in January.

1989: \$700	1990: \$800	1991: \$900
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E. COMPENSATION (8 Hours): Employees on the payroll December 31 and working the eight hour schedule shall receive the following Holiday compensation payable the first pay in January.

1989: \$400	1990: \$400	1991: \$400
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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 3 holidays and prorated 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 XXI

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 an 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 three hundred twenty (240) hours in pay. In addition, any employee who retires by December 31, 1990, 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 sixty (260) hours, added as a bonus to their longevity pay. In the event an 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. Any employee who retires after December 31, 1990, 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 three hundred and twenty hours (320) in pay. In the event that an employee dies prior to retirement, this benefit shall be paid to his surviving spouse or, if no surviving spouse, to his children or estate.

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

F. INSPECTION: There shall be no personal inspection of employees residence unless use of sick time increases.

G. Bonus sick time, see Article XXVII: Personal Time.

ARTICLE XXII
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 XXIII
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. REPORTING TIME: Reporting time shall be five minutes before shift starting time.

C. LUNCH TIME: Each Public Safety Officer shall have a thirty minute lunch hour during each eight or twelve hour tour of duty. Current boundaries will remain in effect.

ARTICLE XXIV

STANDBY TIME

A. An employee placed on standby call who is not called in for duty will receive four hours compensatory time off for each standby call.

B. No employee shall be placed on standby unless there is a civil disorder, fire, natural disaster or other public emergency.

ARTICLE XXV
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 XXVI

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 XXVII
PERSONAL TIME

A. PERSONAL TIME: Each employee shall receive twenty-four hours (24) of personal time 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 days they may be carried over to the next fiscal year upon written Director approval.

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

*Pro rate Personal Time for anyone
hired after July 1st. (2 days per
month.)*

ARTICLE XXVIII

UNIFORMS

A. NEW EMPLOYEES: The City agrees to provide each new Public Safety Officer with the required amount of public safety uniforms and equipment at the start of 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. Purchases other than noted above may be requested through the Director or his alternate for approval first. It is also understood any funds not used in a fiscal year will be carried over to the next year.

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 XXIX

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 XXX
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 XXXI
PROMOTION PROCEDURE

RE: CRITERIA FOR PROMOTION

I. DUTIES OF A PUBLIC SAFETY SERGEANT

The Public Safety Sergeant will be assigned to a Platoon, the Detective Bureau or such other assignment as the Director of Public Safety shall deem necessary. He shall work at the direction of a Public Safety Lieutenant and will have responsibility for the efficiency and discipline of all sworn and civilian members of the department under his supervision. He shall act in the place of the Lieutenant in his absence.

He shall act promptly in all cases where delay would result in a failure of the department to do its duty. He shall arrange his command so that it will be under competent supervision in his absence.

He shall promote harmony within his command and a cooperative spirit with the other divisions of the department. He will be dedicated to the improvement of the department operations and the maintenance of high performance standards in all services provided by the department.

He is delegated the necessary authority to effect his duties and responsibilities.

II. MINIMUM QUALIFICATIONS INCLUDE

Thorough knowledge of modern law enforcement and fire suppression practices, departmental organization, rules, regulations, and procedures; familiarity with the principles of supervision, crime and fire prevention, criminal law and procedure, administrative codes, ordinances, investigative and patrol objectives and procedures; sufficient communication skills to prepare and review the necessary reports and records; firm and tactful temperament in dealing with peers, subordinates, supervisors, and the public; sound judgement; a sensitivity for and knowledge of fundamental concepts in the area of police-community relations.

III. ELIGIBILITY REQUIREMENT TO TAKE THE EXAMINATION

All Public Safety Officers and Detectives who have completed three years of service with this Department.

IV. SUBJECTS AND WEIGHTS

Written Examination	60%
Oral Board	32%
Seniority - Maximum	08%

V. DEFINITIONS

A. Candidates who receive a score of 70% or greater on the written examination 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.

B. Seniority will be computed on the basis of one point per year from the first through the eighth year of service starting with the date of appointment to a maximum of eight percentage points

VI. ATTAINMENT OF ELIGIBILITY

Positions on the eligible register shall be attained as a result of the combined scores on the written examination, promotional evaluation rating and seniority. Candidates must receive a passing score of 70 or better on the written examination in order to be eligible for further processing. In the event of ties, candidates shall be listed in order of their Department seniority and in the event of equal seniority by lot.

VII. 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 next rank.

VIII. PROMOTIONAL POLICY

When vacancies occur, candidates from the register will not be promoted but instead will be assigned to the rank on a probationary basis for one year. Duty assignment will be based on a careful consideration of the officer's past experience, capabilities, posture in terms of achieving a well rounded career development profile and the immediate needs of the Department.

Candidates who are assigned 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 they had actually been promoted.

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

The promotional register will remain in effect for eighteen (18) months from the date of publication.

A bibliography shall be furnished to each employee.

ARTICLE XXXII

MISCELLANEOUS

A. BULLETIN: 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.

D. DEFERRED COMPENSATION: The City will allow employees to participate in the payroll deduction Deferred Compensation Plan. Any such withholdings shall be forwarded within thirty (30) days of the withholding.

ARTICLE XXXIII
TERM OF AGREEMENT

The parties agree that this Agreement shall be in full force and effect from July 1, 1989, through and including June 30, 1992. The parties further agree that negotiations for a new contract for the fiscal year ending June 30, 1992, and subsequent years, may be opened by notice by either party to the other on or after April 1, 1992.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the day and year first above written.

CITY

UNION

GROSSE POINTE PARK

GROSSE POINTE PARK

PUBLIC SAFETY

OFFICER'S ASSOCIATION

By: *D. J. [Signature]*
City Manager

By: *Dei P. Joch*

By: *[Signature]*

By: *[Signature]*

By: *Reri R. Thompson*

By: _____

By: *[Signature]*

FRATERNAL ORDER OF POLICE

