

6/30/93

7411

AGREEMENT

between

THE CITY OF GROSSE POINTE WOODS

and

LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

(Emergency Medical Technicians
and Clerk-Dispatchers)

Grosse Pointe Woods, City of

EFFECTIVE: JULY 1, 1990 - JUNE 30, 1993

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1.0 PURPOSE AND INTENT

- 1.1 The general purpose of this Agreement is to set forth provisions and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.
- 1.2 The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.
- 1.3 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

2.0 COLLECTIVE BARGAINING DEFINED

- 2.1 To bargain collectively is the performance of the mutual obligation of the Employer through its designated representative(s) and the representative(s) of the Employee Union to meet at reasonable times and confer in good faith in respect to wages, hours, and other conditions of employment (including but not limited to grievance procedures, holiday and vacation pay, sick leave, jury duty, pensions, insurance coverage of various kinds, and seniority in layoffs) and the execution of a written agreement incorporating the results of such bargaining.

3.0 RIGHT TO ORGANIZE

- 3.1 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 and as last amended by Act 379 of the Public Acts of 1965, for the State of Michigan, Employees of the City of Grosse Pointe Woods shall have the right to self-organization, to join a union, and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

4.0 RECOGNITION - EMPLOYEES COVERED

- 4.1 The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment; and for the term of this Agreement, the Employees included in the bargaining unit shall be as follows:

- 4.2 All Dispatchers and Advanced Emergency Medical Technicians, excluding any and all elected or appointed officials, Directors, Assistant Directors, Superintendents, Assistant Superintendents, Administrative Assistants, Confidential Administrative Employees, Public Safety Officers, Crossing Guards, and all temporary or seasonal Employees and all other City employees.
- 4.3 The Provisions of this Agreement shall apply to the relationship between the Employer, the Employees of said bargaining unit, and said Union.

5.0 AGENCY SHOP

- 5.1 It shall be a condition of employment for all current employees covered by this Agreement to become and remain members of the Union on the completion of six (6) months continuous service with the City, or in lieu thereof, to the extent permitted by state and federal law, to pay a service fee equal to the regular constituted dues and initiation fee paid monthly by members to the Union.

New employees in the job classification covered by this Agreement shall either become members of the Union or in lieu thereof, pay a service fee as specified above after completion of six (6) months continuous service with the City.

The City shall take no action pursuant to this "Agency Shop" clause without sworn certification by the President and Secretary of the Union that an employee has failed to meet the requirements of this Section, and not then unless and until the Union agrees to hold the City harmless against all loss, costs or damages as it may incur in the event it takes action hereunder at the certified request of the Union.

6.0 AUTHORIZATION FOR DUES DEDUCTION

- 6.1 The City will deduct upon signed authorization of each officer all proper dues for the Labor Council Michigan Fraternal Order of Police and forward same to the Labor Council every month. The Union agrees to save the City and its officials harmless from any action growing out of these deductions.

7.0 DUES DEDUCTION

- 7.1 When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of Dues Form shall become effective at the time the authorization is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

7.2 When No Deductions Are Made.

If an Employee has no earnings due him during any monthly deduction period, no deductions will be made from that Employee or that particular period. The Union will arrange collection, if any, of dues in such instances directly with the Employee.

7.3 When an Employee does not have sufficient money due him, after deductions have been made for pension, Social Security, or any other deductions authorized by the Employee or as may be required by law, the Union dues for that particular deduction period shall be collected by the Union directly from the Employee.

7.4 Save City Harmless.

The Union agrees to save the City harmless from any action growing out of these deductions and commenced by an Employee or other person against the City and/or its officials, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union Official.

7.5 Withdrawal of Union Membership.

If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and to the Employer during the ten (10) days immediately prior to the annual expiration date of this Agreement. Such notice must be in writing and must be signed by the member Employee.

8.0 UNION REPRESENTATION

8.1 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

9.0 STEWARDS

9.1 It is understood and agreed that the Employees of this bargaining unit may be represented by a Chief Steward and one (1) Steward who shall be elected by the Employees of the said bargaining unit.

- 9.2 The Chief Steward and/or Steward shall have completed their probationary period of employment with the Employer prior to their election to such office.
- 9.3 The President of the Local Union shall promptly notify the Employer, in writing, of the names of the Chief Steward and/or Steward within fifteen (15) days after such election.
- 9.4 In the absence of either the Chief Steward and Steward, an alternate may be appointed by the Local Union President.

10.0 GRIEVANCE PROCEDURE

10.1 Definitions.

- 10.1.1 A "Grievance" shall mean a complaint by the Union, and an Employee or a group of Employees, based upon an event, condition, or circumstance under which an Employee works and which is allegedly caused by a violation or misinterpretation of any of the provisions of this Agreement.
- 10.1.2 An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Union.

10.2 General Principles.

- 10.2.1 The primary purpose of the procedure set forth in this Section is to secure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.
- 10.2.2 It shall be the firm policy of the Employer to assure to every Employee an opportunity to have the unobstructed uses of this grievance procedure without fear or reprisal or without prejudice in any manner to his employment status.

10.3 Presentation of Grievance.

- 10.3.1 In the event a grievance or dispute arises between the Employer and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such difference promptly in the following manner:
- 10.3.2 STEP ONE The Union Steward, with or without the aggrieved Employee and/or Employees present, shall take up the grievance or dispute orally with the Employee's

and/or Employees' immediate supervisor within three (3) working days after the date of the alleged grievance. The supervisor shall thereafter attempt to adjust or settle the matter and shall respond orally to the Union Steward within three (3) working days after having such grievance presented to him.

10.3.3 STEP TWO If the grievance has not been settled, it shall be presented in writing to the department or division head within three (3) working days after the supervisor's oral response was due. The aforesaid department or division head shall respond to the Union Steward in writing within three (3) working days after the receipt of the written grievance.

10.3.4 STEP THREE If the grievance still remains unresolved, it shall be forwarded to the City Administrator within five (5) working days after the response of the department or division head was due. The City Administrator's answer to the grievance shall then be filed within five (5) working days thereafter.

10.3.5 In all cases, if the Union is not satisfied with the decision of the City Administrator, or his representative, it shall have fifteen (15) days from date of receipt of the City Administrator's decision in Step 3 to either:

1. File, in writing, a demand for arbitration with the American Arbitration Association, with a copy to the City. The Arbitrator will be selected through the offices of the American Arbitration Association; or
2. File, in writing, a demand for arbitration with the City, with appointment to be from the parties' standing list of umpires. The umpire will be selected by the parties by random draw from the parties' mutually established list of umpires. The umpires shall be selected and notified of his/her appointment within the fifteen (15) day filing period set forth above.
 - B. In the event the Union does not appeal the grievance by either filing a demand for arbitration with the American Arbitration Association or by selecting and notifying the umpire of his/her appointment within the time limit specified above, the grievance shall be considered as settled on the basis of the City's last answer.
 - C. The arbitrator/umpire shall hold a hearing on the grievance and render an award on the

basis of evidence presented thereto. The fee and expenses of such Impartial Arbitrator shall be shared equally.

- 10.3.6 The Arbitrator shall have no power to make any award or decision which would amend, change, subtract from or add to the provisions of this Agreement and/or supplements thereto. It is further understood that the general salary and/or wage scale and economic benefits shall not be subject to arbitration.
- 10.4 Time limits at any step of the grievance procedure may be extended only by mutual agreement of both parties. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Union shall process the grievance to the next step. In the event the Union does not appeal the grievance from one (1) step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.
- 10.5 If an Employee walks off his job without following the grievance procedure as outlined in this section, he shall be deemed to have no grievance and shall be subject to disciplinary action.
- 10.6 Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- 10.7 Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

11.0 DISCIPLINARY PROCEDURES

11.1 Reprimands.

- 11.1.1 At various times that it becomes necessary for the Employer to issue verbal or written reprimands against an Employee, the Employee, if he so desires, may file a grievance for the purpose of reviewing the same.

11.2 Discharge or Suspension.

- 11.2.1 In the event that an Employee under the jurisdiction of the Union shall be discharged or suspended from his employment and the Employee believes such is unwarranted, the discharge or suspension shall constitute a case arising under the grievance procedure, provided a written grievance thereto is presented to the Employer within three (3) working days after such discharge or suspension is started.

- 11.2.2 The Employer agrees to promptly notify in writing the Employee's Chief Steward or Steward of such discharge or suspension. The discharged or suspended Employee shall be allowed to discuss his suspension or discharge with the Chief Steward or his Steward before he is required to leave the property of the Employer.
- 11.2.3 In imposing any discharge or suspension, the Employer will not take into account any prior infractions of the Employer's rules or regulations which occurred more than two (2) years previously.
- 11.2.4 If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure, beginning with STEP THREE, as outlined in subsection 10.3.4.

12.0 SPECIAL CONFERENCES

- 12.1 Special conferences for important matters will be arranged between the Chief Steward and the Employer or their designated representatives upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and not more than two (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance, and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda, unless both parties agree to include other items. Such conferences shall begin at 3:30 p.m. and shall be held on a work day. The members of the Union who are Employees of the Employer attending such a conference shall only receive pay up to the end of their regular working day. Such conferences may be attended by a representative of the International Union. It is further agreed that the Union will impose limitations upon the time spent in meetings with the Employer for which time the Local Union representatives are compensated by the Employer.

13.0 PROHIBITED PRACTICES

- 13.1 No Employee shall be favored or discriminated against either by the Employer or by the Union because he maintains or terminates membership in the Union. The Employer and the Union, or their agents, are prohibited from restraining or coercing Employees in the exercising of their right to join or not to join the Union, to maintain or terminate membership in the Union, or to individually present a grievance.

- 13.2 The Employer shall not aid, promote, or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.
- 13.3 No persons employed by nor applicants for employment with the Employer nor any applicants for Union membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliation.
- 13.4 It is understood that the services performed by the Employees are essential to the public health, safety and welfare of the community represented by the Employer. The Union therefore agrees that during the term of this Agreement, neither it nor any of the Employees will engage in a strike, work stoppage, slowdown, unwarranted mass absenteeism due to "reported" illness or otherwise interfere with the Employer's operations. Any such actions by the Employees shall be subject to disciplinary measures. Likewise the Employer agrees that during the term of this Agreement there shall be no "lockouts" of the Employees.

14.0 EMPLOYER'S RIGHTS

- 14.1 The Union recognizes that, except as provided in this Agreement, all matters pertaining to, but not necessarily limited to, the management, operation, performance and/or accomplishment of the various municipal functions are vested solely and exclusively with the Employer.
- 14.2 The Union recognizes the prerogatives of the Employer to operate and to manage its affairs, the management of the City's services, accomplishment of the various municipal functions, the direction of its working forces, and the right to relieve Employees from duty because of lack of work, funds, or for any other legitimate reason except as may otherwise be provided in this Agreement.
- 14.3 The Employer shall be exclusive judge of all matters pertaining to the methods, processes or means of accomplishing the municipal ends for which the Employees are hired, including, but not limited to, the right to choose and to effect reasonable new and improved methods, procedures, facilities, schedules or work assignments within the same department and/or classification and to make temporary or emergency transfer assignments as may be required, except as otherwise provided by this Agreement, but not to exceed ten (10) days in

duration unless otherwise mutually agreed upon by the Employer and the Union.

- 14.4 No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any authority conferred upon the Employer by federal, state or city statutes and the City Charter.

15.0 SENIORITY

15.1 General.

- 15.1.1 "Seniority" shall mean the length of continuous service by the Employee with the Employer from his original date of employment to a permanent position within the bargaining unit.

- 15.1.2 Seniority shall be in accordance with the Employee's last date of hire. Where Employees have the same seniority date, the person hired first shall have seniority; and in cases where no records are available, lots shall be drawn in order to determine the Employee's ranking for seniority.

- 15.1.3 Seniority, as defined, shall be applicable to layoffs, promotions, transfers and recall of Employees.

15.2 Transfers.

- 15.2.1 If an Employee is transferred at his request to a position under the Employer which is not included within the bargaining unit and is thereafter transferred back again to a position within the bargaining unit, the Employee shall have accumulated seniority while working in the position to which he was transferred.

- 15.2.2 If an Employee is transferred at the request of the Employer to a position under the Employer which is not included within the bargaining unit and is thereafter transferred back again to a position within the bargaining unit, the Employee shall have accumulated seniority while working in the position to which he was transferred.

- 15.2.3 Employees transferred under either of the above circumstances shall retain all other rights accrued for the purpose of any benefits provided for in this Agreement.

15.3 Seniority Lists.

- 15.3.1 The seniority list on the date of this Agreement will show the names and classifications of all of the Employees within the bargaining unit who are entitled

to seniority. The Employer will provide, upon request, the Labor Council office with an up-to-date copy of the seniority list within a reasonable time.

15.4 Seniority of Officers.

15.4.1 Notwithstanding their position on the seniority list, the Chief Steward and Steward of the Local Union shall, in the event of a layoff only, be continued at all times, provided they can perform any of the work available. Officers shall be permanent Employees and shall have completed their probationary period.

15.5 Seniority of Veterans.

15.5.1 Any Employee covered by this Agreement who leaves the employment of the Employer to enter the Armed Forces, either by enlistment or draft under the Selective Service and Training Act of 1940 or any other similar Federal Legislation which may be hereinafter passed, shall be granted a Leave of Absence until such time as his service in the Armed Forces is terminated. His seniority will accrue under such Leave of Absence as will the privileges to which he is entitled by virtue of such seniority, provided that the Employee makes application for re-employment within ninety (90) days after receiving a discharge other than dishonorable, and further providing that the Employee is physically capable of performing the work required by his job in a proper manner. The Employer will make every effort to place those Employees who may have become handicapped during their service in the Armed Forces.

15.5.2 A probationary Employee who enters the Armed Forces of the United States and who meets the foregoing requirements, must complete his probationary period, and upon completing it satisfactorily shall have earned and accumulated seniority equal to the time that he spent in the Armed Forces of the United States.

15.6 Loss of Seniority.

15.6.1 An Employee shall lose his seniority for the following reasons only:

- (1) He resigns or quits.
- (2) He is discharged or permanently removed from the payroll, and the separation is not reversed through the grievance procedure.
- (3) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (4) He retires.

- (5) If he does not return at the expiration of a leave of absence as set forth in the leave of absence procedure.
- (6) He is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee, at his last known address, stating that his employment has been terminated.

16.0 PROBATIONARY EMPLOYEES

- 16.1 New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. The probationary period shall be accumulated within not more than one (1) year. When an Employee finishes the probationary period, he shall be entered on the Seniority List of the unit and shall rank for seniority from the date of his initial employment.
- 16.2 The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment except discharged and suspended Employees for other than Union activities.

17.0 TEMPORARY/SEASONAL PART-TIME EMPLOYEES

- 17.1 Temporary employment shall be defined as Employees temporarily assigned for the purpose of filling vacancies of permanent Employees who may be on vacation or absent because of illness, unforeseen emergencies requiring additional help, etc.
 - 17.1.1 Temporary Employees shall be hired for a period not to exceed ninety (90) working days in any one (1) calendar year.
- 17.2 Seasonal employment shall be defined as Employees required to assist in various municipal programs and facilities whose tenure is for a specific period of time or season, which shall be from May 1 to October 31 of any calendar year.
 - 17.2.1 Seasonal Employees shall be terminated upon the completion of the specific project or program.
- 17.3 Part-time employment shall be defined as Employees who are employed by the Employer for not more than 1,200 hours of work per annum as defined in Section 16.11(b) of the City Charter (Retirement System).

- 17.3.1 All part-time Employees shall be paid for the current wage rate as provided in this Agreement for the particular job classification involved.
- 17.4 None of the aforesaid Employees shall be entitled to receive any fringe benefits excepting for a uniform allowance as outlined in Section 28.1.8.
- 17.4.1 All part-time Employees shall acquire seniority status from his/her original date of continuous employment as a part-time Employee with the Employer.

18.0 LAYOFFS

- 18.1 The Employer may lay off a permanent Employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, reinstatement of a permanent Employee from a leave of absence, or for other related reasons which are outside the Employer's control and which do not reflect discredit upon the services of the Employee.
- 18.2 Layoff of Employees within the classification (either AEMT or Dispatcher) in which the layoff is to be made shall be made by inverse order of their seniority within the bargaining unit. No probationary, permanent Employee shall be laid off from any position while any permanent part-time or temporary Employee is still employed in the same position classification.
- 18.3 The Employer shall give written notice to the Employee and to the Union of any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least three (3) days prior to the effective date thereof.

19.0 RECALL PROCEDURE

- 19.1 When the working force is increased after a layoff, Employees shall be recalled according to seniority, as defined in Section 15. Notice of recall shall be sent to the Employee at his last known address by registered mail or certified mail. If the Employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he shall be considered to have terminated.

20.0 POSITION VACANCIES

- 20.1 Subject to Section 20.8, the Employer will first consider for any promotional vacancies within the bargain-

ing unit its current Employees who may possess the ability and the general physical qualifications, as well as, any other special qualification and training necessary for the vacant position, prior to considering the application of a new Employee to fill the said vacant position. Consideration will also be given to prior experience, education, training and certification. When the qualifications and ability of those under consideration are deemed equal, current employees, on a seniority basis, will be given preference.

- 20.2 All promotional vacancies shall be posted for a period of seven (7) calendar days on the Union Bulletin Board and shall give a description of the promotional vacancy and its subsequent wage and/or salary rate.
- 20.3 Employees interested in such promotional vacancy shall apply to the Employer within the seven (7) day posting period. The Employer will not be obligated to consider any request from an Employee who has not submitted same during the aforesaid promotional vacancy posting period. Any full time employee interested in the vacant position may be required to take and pass a written exam. All applicants successfully passing the written exam will qualify for consideration of the vacant position.
- 20.4 Subject to Section 20.8, notification of the filling of the promotional vacancy shall be made to the Union by the Employer. In the event the applicant having the most seniority is not selected to fill the promotional vacancy which is within the bargaining unit, the reasons for the denial shall be given the Employee/ applicant and, upon request, to the Chief Steward and such shall be subject to the grievance procedure.
- 20.5 Any current Employee who is selected to fill a promotional vacancy shall assume his new responsibility on the effective date as may be determined by the Employer and the Employee shall be granted the classification and wage and/or salary rate currently applicable to the position.
- 20.6 The Employee who accepts the new position must prove his ability to perform the duties of that position and indicate his desire to remain in that position within a four (4) week trial period.
- 20.7 In the event the Employee is subsequently transferred back to his former position classification, the Employee shall be granted the classification and wage and/or salary rate of his former position.
- 20.8 (a) Part-time employees in the Department of Public Works may bid on full-time positions. The

Department may offer the full-time position to any bidder it deems qualified.

- (b) Any current part-time Employee who is promoted to a full-time position will serve a six (6) month probationary period in the full-time position.

21.0 PAYMENT OF BACK PAY CLAIMS

- 21.1 If the Employer fails to grant an Employee the wage and/or salary to which the Employee is allegedly entitled and such is sustained by the grievance procedure, the Employer shall reimburse the Employee for the earnings the Employee lost through such failure of the Employer.
- 21.2 No claim for back wages and/or salary shall exceed the amount of wages and/or salary the Employee would have otherwise earned at the current rate of pay in a particular position classification.

22.0 WORK SCHEDULE

22.1 Clerk-Dispatchers.

- 22.1.1 The normal work day for Employees of this bargaining unit who are classified as Clerk-Dispatchers shall be as follows:

1st shift	7:00 a.m. to 3:00 p.m.
2nd shift	3:00 p.m. to 11:00 p.m.
3rd shift	11:00 p.m. to 7:00 a.m.

with a one-half (1/2) hour paid lunch period unless otherwise mutually agreed upon by the Employer and the Union.

- 22.1.2 The basic work week for Employees of this bargaining unit who are classified as Clerk-Dispatchers shall consist of an approximate forty (40) hours per week, as averaged for a period of fifty-two (52) weeks on an annual basis, and eight (8) hours each day worked.

22.2 Emergency Medical Technicians.

- 22.2.1 The normal work day for Employees of this bargaining unit who are classified as Advanced Emergency Medical Technicians shall be as follows:

8:00 a.m. to 8:00 a.m.

- 22.2.2 The basic work week for employees classified as Emergency medical technician shall be an average of fifty-

three (53) hours per week and twenty-four hours a day on an annual basis as outlined in 22.2.1.

22.3 Part-time Employees.

22.3.1 The work day for Employees of this bargaining unit who are classified as Part-time Employees shall be on a "flex-time" basis as per the requirements of the Employer, provided, however, such work day shall not exceed the total hours per day as outlined hereinabove for full-time Employees of various departments/divisions.

22.3.2 The work week for Employees of this bargaining unit who are classified as Part-time Employees shall be on a "flex-time" basis as per the requirements of the Employer, provided, however, such work week shall not exceed the total hours per week as outlined hereinabove for the full-time Employees of various departments/divisions.

22.3.3 Work schedules for all part-time Employees shall be posted five (5) days in advance of the effective date. Posted schedules may be changed with less than five (5) days notice in the event of Employee request, mutual agreement or emergency situations.

23.0 OVERTIME PAY

23.1 Clerk-Dispatchers.

23.1.1 Employees of this bargaining unit who are classified as Clerk-Dispatchers and who are required to work more than eight (8) hours in any one day shall be paid per hour for such overtime at the rate of one and one-half (1-1/2) times their current basic hourly wage.

23.1.2 Employees of this bargaining unit who are classified as Clerk-Dispatchers and who are required to work on their "leave day" and/or "day off" shall be paid per hour at the rate of one and one-half (1-1/2) times their current basic hourly wage.

23.2 Emergency Medical Technicians.

23.2.1 Employees of this bargaining unit who are classified as Emergency Medical Technicians and who are required to work more than the twenty-four (24) hours as outlined in Section 22.2.2 as the shift schedule for Employees of the aforesaid classification, shall be paid per hour for such overtime at the rate of one and one-half (1-1/2) times their current basic hourly wage.

23.2.2 Employees of this bargaining unit who are classified as Emergency Medical Technicians and who are required to work on their "leave day" and/or "day off" shall be paid per hour at the rate of one and one-half (1-1/2) times their current basic hourly wage on the following basis:

16 to 24 hours worked = 16 hours pay at time and one-half;

Less than 16 hours worked = time and one half per hour.

23.3 Part-time Employees.

23.3.1 Employees of this bargaining unit who are classified as Part-time Employees and who are required to work more hours per day or more hours per week as set forth for the full-time Employees of various departments/divisions outlined hereinabove shall be paid per hour for such overtime at the rate of one and one-half (1-1/2) times their current basic hourly wage.

23.3.2 No overtime will be offered to any Part-time, seasonal or temporary Employees until after all full-time Employees of this bargaining unit have first been offered such overtime.

23.4 Working on Holidays.

23.4.1 Clerk-Dispatchers in this bargaining unit who are required to work on a designated holiday, as set forth in Section 28.6, shall be paid per hour at the rate of two (2) times their current basic hourly wage rate, plus regular holiday pay of straight time for the number of hours and/or average of hours included in the Employee's particular daily job assignment, as outlined in Section 22.0 (i.e., 8 hours). Provided, however, this section shall not be applicable to those Employees classified as seasonal or temporary Employees. Holidays for Emergency Medical Technicians start at 8:00 a.m. and end at 8:00 a.m. Such employees working on a holiday shall receive sixteen (16) hours of additional pay.

23.5 Distribution of Overtime.

23.5.1 Overtime work shall be distributed as equally as possible among the Employees, based upon the requirement of the Employer.

24.0 MINIMUM CALL BACK TIME

24.1 Any Employee called back to work overtime, outside of his regularly scheduled or normal duty period, shall be

paid for a minimum of two (2) hours in accordance with Section 23.0.

- 24.2 If the called-back, overtime work assignment and the Employee's regular duty period overlap, the Employee shall be paid for such overtime in accordance with Section 23.0 until his regular duty period begins, after which the Employee shall then be paid at the rate of his current basic hourly wage.

25.0 PAY DAY

- 25.1 Pay day for all Employees shall be every other Wednesday and shall cover a two (2) week period ending at 8:00 a.m. Sunday preceding such pay day.
- 25.2 Pay checks will be available to Department Heads insofar as is possible at noon on such Wednesdays.
- 25.3 In the event the regular pay day falls on a holiday, every effort shall be made to consider the day preceding the holiday as the pay day.
- 25.4 Employees who have any questions regarding their pay checks shall refer such questions to their respective Department Head.

26.0 REST PERIODS

- 26.1 All Employees of this bargaining unit shall be entitled to two (2) rest periods per each assigned duty shift, if desired, excluding a lunch period.
- 26.2 Whenever feasible, such rest periods shall be scheduled at the middle of each one-half (1/2) regular duty period.
- 26.3 The length of each rest period shall be fifteen (15) minutes for all Employees of this bargaining unit.
- 26.4 Such rest periods shall not exceed the time limits as allocated above and shall commence whenever the Employee leaves his duties in the field and/or office, unless otherwise mutually agreed upon by the Employer and the Union.

27.0 BULLETIN BOARD

- 27.1 The Employer will provide adequate bulletin boards which may be used by the Union for posting notices and pertinent information which may be of interest to the Employees.

- 27.2 Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its Employees, or any labor organizations among its Employees.
- 27.3 Failure to observe the above provisions shall entitle the Employer to remove such bulletin boards.

28.0 EMPLOYEE FRINGE BENEFITS

28.1 Uniform Allowance.

28.1.1 All full-time Employees of this bargaining unit shall be furnished with good quality uniforms in accordance with the following policy:

(a) Clerk-Dispatchers: (Full Time)

Three (3) Skirts
Six (6) Summer Shirts
Six (6) Winter Shirts
A Blazer Jacket (as required)
A Uniform Sweater
Two (2) Pairs of Shoes

(b) Clerk-Dispatchers: (Part Time)

Two (2) Skirts
Three (3) Summer Shirts
Three (3) Winter Shirts
A Blazer Jacket (as required)
A Uniform Sweater
A Pair of Shoes

(c) Emergency Medical Technicians:

The Employer shall credit each full-time Employee of this classification with a uniform allowance of \$300.00 annually to be applied primarily for the purpose and/or replacement of necessary on-duty EMS clothing and equipment.

- 28.1.2 The uniforms as furnished to Employees shall become their property. The uniforms will be furnished after the probationary period has been successfully completed.
- 28.1.3 All regular full-time Employees shall be in their furnished uniform whenever in the performance of their work for the Employer.
- 28.1.4 All such Employees shall maintain and provide themselves with clean uniforms at all times, and, if necessary, uniforms shall be changed every day so that the

Employee shall have a clean and presentable appearance while in the performance of his duty for the Employer.

28.1.5 Each Employee shall be responsible for the cleaning and maintenance of uniforms furnished.

28.1.6 The Employer shall reimburse an Employee in an amount not to exceed \$100.00 for loss, damage or destruction of his/her personal property of any kind while at work or utilized in the actual performance of his/her duties and when same has not been caused by the negligence of the Employee. This obligation shall not encompass wear, tear or gradual deterioration of the Employee's personal property, theft or loss of personal property or money. This obligation shall not extend to any loss or damage to private motor vehicles of the Employee. This obligation shall extend only to that portion of any such loss not covered by the Employee's insurance and shall be payable only after the Employee has first exhausted all possibilities of collecting for such loss under a private insurance plan.

28.1.7 Any uniforms furnished to part-time Employees shall be minimal and as required by the Employer as described in Section 28.1.1.

28.2 Longevity Pay.

28.2.1 "Longevity" is defined as "length or duration of life" and when used in connection with municipal pay is intended to compensate the Employee for long and faithful service.

28.2.2 All regular full-time Employees receiving Longevity Pay shall count their continued service from the date of their first regular full-time employment with the Employer. In instances where the Employee has separated from employment with the Employer for one or more of the following reasons, after which he returned to the employment of the Employer without delay upon being called back to work, his prior service shall be included with his present service for computing Longevity Pay due when separation was caused by:

(a) Service in the Armed Forces of the United States, following which the Employee returned directly to the employment of the Employer without accepting employment elsewhere.

(b) Illness or disability suffered while a regular full-time Employee of the Employer.

(c) Laid off by the Employer due to lack of work, lack of funds, or for reasons beyond his control.

28.2.3 Longevity Pay shall be considered part of the regular pay and subject to the payroll and pension deductions.

28.2.4 Longevity benefits shall be paid annually on or before the second (2nd) Wednesday in the month of December and in accordance with the following schedule:

(a) \$200.00 annually for each Employee who shall have completed five (5) years of accumulative service.

(b) \$500.00 annually for each Employee who shall have completed ten (10) years of accumulative service.

(c) \$800.00 annually for each Employee who shall have completed fifteen (15) years of accumulative service.

(d) \$1,000.00 annually for each Employee who shall have completed twenty (20) years of accumulative service.

28.3 Retirement Systems Improvements

28.3.1 Members of the bargaining unit will be covered by the City's current Pension Plan as set forth in Ordinance No. 543.

28.4 Life Insurance.

28.4.1 The Employer shall provide life insurance with double indemnity (accidental death and dismemberment) for all regular full-time Employees of the bargaining unit in accordance with the following schedule:

(a) \$10,000 - \$15,000 annual base wage \$15,000

(b) \$15,001 - \$25,000 annual base wage \$25,000

(c) \$25,001 - \$35,000 annual base wage \$35,000

28.4.2 The Employer shall maintain a group life insurance policy in the amount of \$2,500.00 for all full-time Employees of this bargaining unit who retire after July 1, 1982.

28.5 Group Medical, Surgical and Hospital Plan.

28.5.1 All regular full-time Employees within this bargaining unit shall be provided with a health care plan providing group hospitalization and surgical insurance, with a deductible prescription rider clause, major medical clause, eye care plan and a dental care plan and the dependents of such Employees shall also be covered by the aforesaid benefits, all in accordance with recognized standard plans for such group health care plans. Provided, however, dependents are herein to be defined as the spouse and all children, up to and

including those eighteen (18) years of age, of the Employee. The Employer shall maintain the following health care coverage for each member of this bargaining unit, namely:

1. Blue Cross - Blue Shield Trust 15 - Plus 15 Preferred Provider Organization (PPO) Medical Insurance with mandatory second opinion and predetermined surgical cost (predetermination)

- (a) Semi-private
- (b) Major Medical
- (c) Prescription Rider
- (d) Master Medical Option 4
- (e) M.L. Rider - member liability
- (f) PPNV-1
- (g) VST
- (h) FAE-RC
- (i) Reciprocity payments for dependent(s)
- (j) CC - convalescent care

2. Blue Cross - Dental or Equivalent.

- (a) 75% - 25%
- (b) A maximum of \$1,000 per year per each member and/or dependents;
- (c) Orthodontic Benefits: 50/50 co-pay; \$1,000 lifetime maximum.

3. Co-Op Eye care or Equivalent.

Co-Op Optical Plan A or its equivalent.

28.5.2

The Employer shall maintain the following health care coverage for each retiree and spouse; namely:

1. Blue Cross-Blue Shield - MVFI.

- (a) Semi-private
- (b) Major Medical
- (c) Prescription Rider
- (d) Master Medical Option 4
- (e) M.L. Rider - member liability
- (f) PPNV-1
- (g) VST
- (h) FAE-RC
- (i) Reciprocity payments for dependent(s)
- (j) CC - convalescent care

2. It is agreed between the parties hereto that the City shall be and is hereby authorized to deduct the cost of any health and hospitalization insurance costs from the pension benefit checks paid by the City for any retiree or the retiree's spouse who is eligible to obtain Medicare/Medicaid insur-

ance coverage and who has failed to obtain such coverage when eligible to do so.

28.5.3 Part-time Employees' Participation in Group Hospitalization Plan:

Any part-time Employee shall be eligible to participate in the Employer's Group Blue Cross-Blue Shield Hospitalization Plan, provided, however, payment for such premiums shall be 100% the responsibility of the participating part-time Employee and provided, further, that such part-time Employee may authorize a monthly payroll deduction for payment of the premium thereto.

28.5.4 Health Care Coverage While on Leave of Absence Without Pay:

Health care coverage shall be continued for any full-time Employee who is on an approved leave of absence, without pay, due to the illness of the aforesaid full-time Employee or such Employee's spouse; provided, however, that such coverage shall not exceed ninety (90) days.

28.5.5 In the event a benefit becomes payable to the spouse of a deceased Employee under the provisions of Section 16.28 of the Retirement System (Duty-Death Benefits), the Employer shall continue to maintain the same health care coverage, as provided in Subsection 47.1 for such spouse of the deceased Employee as long as benefits are payable to such spouse under the provisions of the aforesaid Section 16.28 of the Retirement System.

28.5.6 It is further understood and agreed by and between the parties that the employee shall be afforded a health insurance option upon the following terms (see attached form also):

Health insurance allowance - The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no Employer-sponsored health care plans (Blue Cross/Blue Shield or Health Maintenance Organization), and whose spouse has coverage provided, shall be paid seven hundred and fifty dollars (\$750.00) each year for every year that the spouse has coverage and the employee forgoes Employer coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored health care program during the previous calendar year except that payments will be prorated monthly to meet the dates the Employee first participates and/or ends participation in this program.

- A. Employees shall be required to show proof that a spouse has health care coverage that includes the Employee before said Employee will be declared eligible to receive the seven hundred and fifty dollar (\$750.00) annual payment.

Re-enrolment protection - Employee, whose spouse's health care plans cease to cover the Employee, must re-enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carriers implementation.

Upon approval of the insurance carrier, Employees shall be re-enrolled within sixty (60) days of the date the Employee provides documentation to the City that she/he is no longer covered under his/her spousal plan. Employees shall in any event be re-enrolled as soon as permitted by the health insurance carrier.

28.6 Holiday Leave.

- 28.6.1 There shall be twelve (12) paid holidays observed by all full-time Employees within the bargaining unit, namely:

New Year's Eve	1
New Year's Day	1
Washington's Birthday	1
Easter	1
Memorial Day	1
Independence Day	1
Labor Day	1
Columbus Day	1
Veterans Day	1
Thanksgiving Day	1
Christmas Eve	1
Christmas Day	1

TOTAL: 12

- 28.6.2 Employees of this bargaining unit whose work schedule will require such employee to work on the day of observance of a designated holiday shall receive the holiday pay set forth in Section 23.4.1.
- 28.6.3 Any Employee not working the full day before or after a holiday (unless it is a scheduled vacation day or based upon medical evidence satisfactory to the City) will not be paid for the holiday.
- 28.6.4 A full-time Employee who is scheduled off on any one of the designated holidays will receive straight time pay at his/her regular prevailing rate.

28.7 Vacation Leave.

28.7.1 Vacation Leave - Clerk-Dispatchers

Upon the completion of one (1) year of service, each full-time Clerk-Dispatcher of this bargaining unit shall earn and be entitled to vacation leave, with pay, at the rate of ten (10) working days per year following the pro-rata adjustment of the Employee's vacation days from the date of employment to the next June 1 which shall then become the starting point for the Employee's anniversary date. Each full-time Clerk-Dispatcher of this bargaining unit shall earn and be entitled to vacation leave with pay as of June 1 of each year on the following schedule:

Upon completion of four (4) consecutive years	fifteen (15) days
Upon completion of nine (9) consecutive years	twenty (20) days
Upon completion of fourteen (14) consecutive years	twenty-five (25) days
Upon completion of nineteen (19) consecutive years	twenty-seven (27) days
Upon completion of twenty-four (24) consecutive years	thirty (30) days

28.7.2 Vacation Leave - Emergency Medical Technicians

Upon the completion of one (1) year of service, each full-time Emergency Medical Technician of this bargaining unit shall earn and be entitled to vacation leave, with pay at the rate of five (5) working days per year following the pro rata adjustment of the Employee's vacation days from the date of employment to the next June 1 which shall then become the starting point for the employee's anniversary date. Each full-time Emergency Medical Technician of this bargaining unit shall earn and be entitled to vacation leave with pay as of June 1 of each year on the following schedule:

Upon the completion of four (4) consecutive years	seven and one-half (7½) days
Upon completion of nine (9) consecutive years	ten (10) days

Upon completion of
fourteen (14)
consecutive years twelve and one-half (12.5)
days

Upon completion of
nineteen (19)
consecutive years thirteen and one-half (13.5)
days

Upon completion of
twenty-four (24)
consecutive years fifteen (15) days

28.7.7 Such vacations are to be scheduled with the understanding that the Employee's wishes be granted whenever they do not interfere with the efficient and proper operation of the Employer, and provided, further, that those Employees having more than fifteen (15) years of continuous service shall be urged to take a summer and a winter vacation.

28.7.8 Vacations cannot be accumulated or deferred from one year to another year, and whenever feasible, shall be taken in segments of at least five (5) working days. Provided, however, vacation may be taken in one (1) day increments at the Employee's option; provided, further, that any such vacation request has been submitted to the Employee's Department Head at least forty-eight (48) hours in advance and provided, further, that such request is not in conflict with the provisions of subsection 28.7.7 except in cases of approved emergency.

28.7.9 Vacations shall be "picked" by seniority on or before May 1 of each year, provided, however, that a maximum of one (1) employee within each classified division shall be allowed to be on vacation at any time.

28.7.10 Upon approval by the Department Head and notification to the Comptroller of the designation of the vacation periods for regular full-time Employees, such Employees shall be entitled to and shall receive their vacation pay in addition to their regular pay on the regularly scheduled pay day preceding such Employee's vacation period allowed such Employee.

28.7.11 Straight time pay and overtime pay earned and due during the last pay period prior to any such Employee's going on vacation shall be computed and paid to such Employee on the next succeeding pay day. It shall be the duty of the Department Head to notify the Comptroller at least four (4) days prior to the date of the pay immediately preceding commencement of the vacation period of all of his Employees. If an Employee termi-

nates or is terminated by the Employer, he will receive payment for any unused vacation credits accrued in the current calendar year. Such payment shall be based upon the current wage and/or salary rate for the Employee's position classification at that time.

- 28.7.12 If a holiday, as prescribed in subsection 28.6.1, is observed while an Employee of this bargaining unit is on vacation leave, such holiday shall not be counted against the said Employee's vacation leave.
- 28.7.13 Employees may accumulate their vacation time not to exceed thirty-five (35) working days. Vacation time accrued in excess of thirty-five (35) working days shall be deemed to have been lost.
- 28.7.14 Cash payment in lieu of vacation may be made upon request of the Employee to the Employer, provided, however, such cash payment shall be limited to twenty-five percent (25%) in any one (1) fiscal year of the Employee's annual earned vacation leave, plus any accumulated vacation leave which does not exceed the combined total, as outlined in paragraph 28.7.13 above.
- 28.7.15 Any such cash payment in lieu of vacation shall be paid at the regular full-time Employee's current and/or average daily wage rate times the number of vacation days being cashed in.

28.8 Sick Leave.

- 28.8.1 Sick Leave shall be deemed a privilege reserved for regular full-time Employees. Each such Employee may earn and shall be entitled to sick leave with pay at the rate of one (1) working day for each full month of continuous service. The maximum allowable amount of accumulated sick leave for each Employee is established as follows: 75 days accumulation.

Any amount in excess of the maximum allowable accumulation will be paid at the Employee's current wage rate.

- 28.8.2 The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

- (a) Absence of an Employee due to personal illness, consultations with doctors, and other health reasons shall be charged to accumulated sick leave provided that (1) the Employee, or someone on the Employee's behalf, has notified his Department or Division Head or immediate supervisor of the illness prior to the beginning of the regular work period to which the Employee is assigned; and (2) the Employee, upon returning to work, can substan-

tiate the claim of personal illness during the period of absence if requested by the Employer. (Failure to comply with this requirement may result in disqualification of the Employee from sick leave payment, unless due to extenuating circumstances beyond the control of the Employee).

There shall be recourse to the grievance procedure as to matters of fact.

- (b) A Certificate of Illness prepared by a licensed medical doctor or other suitable proof of illness shall be submitted for any absence of three (3) or more consecutive working days on account of illness; and the Employer may request a Certificate of Illness or other suitable proof for any absences of shorter duration caused by illness if it is apparent that sick leave is being habitually abused.
- (c) Whenever a physician is called upon by the Employer to verify a sickness, the cost thereof shall be at the expense of the Employer.
- (d) Any absence, for which a requested Certificate of Illness or other suitable proof of illness has not been submitted, shall be considered "absence without leave" and shall result in loss of compensation for such period of absence.
- (e) Sick leave may not be granted in anticipation of future service. Sick leave shall not be charged against an Employee's current sick leave in amounts of less than one-half (1/2) day.
- (f) Any Clerk-Dispatcher who reports for work and leaves because of sickness during his tour of duty shall not be charged any sick time loss if he works more than a five (5) hour period. Should the Employee leave before he compiles three (3) hours of the regular work day, he shall be charged with one (1) sick day; likewise, should the Employee complete more than three (3) hours of the work day, he shall be only charged with a half (1/2) sick day.
- (g) Emergency Medical Technicians will be charged for sick leave on the following basis:

Sick time taken, a 24 hour day shall result in the loss of two 8 hour sick days.

Work 15 - 24 hours	No loss of sick time
Work 08 - 15 hours	Loss of one 8 hour day
Work 00 - 08 hours	Loss of two 8 hour sick days

- (h) Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
- (i) Members of this bargaining unit shall be permitted to donate one or more earned vacation days to another member of this bargaining unit who is on medical leave due to extended injury or illness, provided, however, that the following situation exists:
 - (1) The member of this bargaining unit who is on medical leave has utilized all of his sick leave and personal leave reserve, as well as any earned vacation time.
 - (2) The member of this bargaining unit who proposes to donate one (1) or more of his earned vacation days shall sign a release form, as may be mutually agreed upon by both parties, which shall guarantee the release of the Employer from any obligation to such member for the payment of the individual member so donating any day or days for the benefit of another bargaining unit member.

28.8.3 All full-time Employees within this bargaining unit shall have the privilege of converting, on an annual basis, three (3) days of the Employee's accumulated sick leave to personal leave days and one (1) day of such accumulated sick leave to a personal leave day for the observance of such Employee's birthday and to deduct all such personal leave days from the Employee's total sick leave bank. Insofar as possible, all such personal leave requests shall be filed with the Employer at least forty-eight (48) hours prior to the date that such is to become effective. Personal leave may only be utilized in multiples of four (4) hours. Provided, however, AEMT's utilizing personal time will be charged two (2) eight (8) hour sick days for each day taken. The minimum amount of time allowed off shall be twelve (12) hours with loss of one eight (8) hour day.

28.8.4 Emergency or personal leave shall not be taken concurrently with any vacation or holiday leave, provided, however, an emergency leave may be authorized in concurrence with the above if the said emergency leave request is substantially documented.

28.8.5 Upon termination of employment, all regular full-time Employees within this bargaining unit shall be entitled to receive severance pay according to the following stipulations:

- (a) Provided that at the time employment is terminated, the regular full-time Employee has been employed for not less than ten (10) years of prior continuous service.
- (b) Provided, that based on the regular full-time Employee's current daily wage, such Employee shall receive at the time of the termination of employment, and in one (1) payment as severance pay, an amount equal to his current daily wage for fifty percent (50%) of his unused accumulated sick leave days.
- (c) In the event of death of any regular full-time Employee within this bargaining unit, while still in the employment of the Employer, the Employee's surviving spouse and/or estate shall receive payment for one hundred percent (100%) of such deceased Employee's unused accumulated sick leave days.

28.8.6 As an option, any Employee covered by this Agreement shall have the prerogative at any one (1) time during each fiscal year to request and to receive payment, calculated at the Employee's then current rate of pay, for one-half (1/2) of his/her accumulated unused sick leave days as verified by the records of the City Comptroller. Provided, however, that such Employee shall not be permitted to exercise the aforesaid option so as to reduce the Employee's number of accumulated unused sick leave days in the sick leave bank below fifteen (15) days.

28.8.7 As an incentive bonus, there shall be added one (1) bonus day to each qualified Employee's sick leave bank if no sick leave is utilized in a continuous four (4) month period and one (1) bonus day for each additional continuous four (4) month period no sick leave is utilized. Provided, however, any authorized personal or emergency leave which is chargeable to sick leave shall be exempt from this provision.

28.8.8 At the close of such fiscal year, the City shall give to every Employee an accounting indicating the number of sick leave days accumulated and used by each Employee during the past year, and the total number of days accumulated since the date of each Employee's employment.

28.8.9 Provided, further, that for those Employees classified as an Emergency Medical Technician, each one (1) day of sick time shall be charged 16 hours.

28.9 Disability Leave.

28.9.1 A "Disability Leave" may be granted to an Employee who has incurred a service-connected injury or disability incapacitating the Employee from performing the duties and requirements of his position held with the Employer.

28.9.2. A "Disability Leave" may be applied for by any Employee of the Employer for a service-connected injury or disability under the following regulations:

- (a) Application to be made, in writing, to the Employer advising of all pertinent facts which are the basis for the application.
- (b) The Employer, upon receipt of such application, shall cause the same to be investigated and to prepare written findings, a copy of which shall be furnished to the Employee.
- (c) If the findings shall be such so as to deny the "Disability Leave", the Employee shall have the right to appeal to the City Council, by filing a written Claim of Appeal with the City Clerk within five (5) days after receipt of the City Administrator's findings. Upon Hearing had, the Council shall make its determination which shall be final and binding on all parties concerned.

Any "Disability Leave" granted as herein provided shall be subject to and conditioned upon the performance of the following provisions:

- (a) The Employee shall have suffered a service-connected injury or disability incapacitating the Employee from the performance of the duties of his/her employment with the Employer.
- (b) The Employee shall have applied for and shall be receiving compensation therefor under the Michigan Workmen's Compensation Insurance Act.
- (c) The Employee shall be required to be under the care of the Employer's physician during the first sixty (60) days of his/her injury or disability and shall submit to such physical examinations, treatments, and recommendations as the Employer's physician may prescribe, provided that the Employee may have a physician of his/her own choosing to be in consultation with the Employer's physician in connection with such examinations, treatments, and recommendations.

(d) The Employer shall review the "Disability Leave" at least every three (3) months during the first year thereof and every six (6) months thereafter during the period of the continuance of such "Disability Leave". The Employer shall make his written findings after each such review and provide the Employee with a copy thereof. An Appeal may be taken therefrom and processed as provided for in subsection 28.9.2(c).

28.9.3 The "Disability Leave" shall terminate upon a written finding, by the Employer, a copy of which is delivered to the Employee, upon the determination that any of the following occurrences have taken place;

(a) When the payment of compensation ceases under the Michigan Workmen's Compensation Insurance Act, or

(b) When the Employee is retired under the provisions of Chapter 16 of the City Charter (Retirement System), or

(c) When the Employee shall discontinue his/her employment with the Employer, or

(d) Upon certification, by the Employer's physician, that the Employee is physically able to return to his/her regular duties with the Employer and that the injury or disability which was the basis for the granting of the "Disability Leave" no longer prevents the Employee from returning to his/her regular duties.

28.9.4 An Appeal from any of such findings may be taken and processed as provided in paragraph 28.9.2(c) above.

28.9.5 The compensation paid by the Employer to any Employee granted a "Disability Leave" during the period therefor, shall represent the amount of the Employee's base salary or wages which he/she received at the time of the commencement of such "Leave", less the amount the Employee shall receive for benefits under the Michigan Workmen's Compensation Insurance Act, together with the compensation received by the Employee from any gainful employment. No additional sick leave or vacation credit shall be accrued during a disability leave, after the first six (6) months.

The additional compensation to be paid under this Section 28.9 to an individual receiving Worker's Compensation benefits shall commence on the date the Disability Leave is granted under Section 28.9.2 and all such payments shall terminate upon the termination of the Disability leave under Section 28.9.3 or a maximum period of one (1) calendar year whichever occurs first.

28.9.6 Where a service-connected injury or disability, for which a "Disability Leave" has been granted, shall occur under circumstances creating a legal liability in some other person or the employer of such person, other than the Employer, to pay damages to such Employee or his/her dependents or their personal representatives, the rights and benefits which are available and accrued to the Employee as provided in Section 15, Part III of Act No. 10 of the Public Acts of the State of Michigan for 1912 (First Extra Session, as amended by Section 17.189 M.S.A.) shall inure to the benefit of the Employer. No Employee shall settle or waive any such claim for damages without the written consent of the Employer.

28.9.7 In individual cases involving undue hardship or other meritorious conditions, the City Council may determine not to reduce the benefits provided for under the above provisions and may increase benefits payable hereunder in such cases as the City Council may determine to be just, merited, and warranted.

28.9.8 The provisions, as hereinbefore set forth, may be amended, revised, or repealed at the discretion of the City Council.

28.10 Funeral Leave.

28.10.1 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 (5) working days; (Two (2) working days for AEMT's):

Husband	Step-Children
Wife	Mother
Children	Father

28.10.2 In the event of the death of one of the following listed relatives of an Employee, the Employee shall be granted, upon the order of the Employer, an excused absence with regular straight time compensation for the purpose of attending the funeral of such relative and any such excused absence shall not exceed one (1) to three (3) working days depending upon the Employee's relationship and responsibility for funeral arrangements (not to exceed one day for AEMT's):

Step-Mother	Mother-in-Law
Step-Father	Father-in-Law
Sister	Sister-in-Law
Brother	Brother-in-Law
Grandparents of husband or wife	
Grandchildren	

- 28.10.3 Provided, further, that upon proper verification by the Employee to the Employer that the funeral services for any such relative, as included in subsection 28.10.2 hereinabove, are to be held at a place located more than 300 miles from the City of Grosse Pointe Woods and the Employee plans to attend such services, an additional two (2) working days shall be allowed without loss of pay (one (1) working day for AEMT's).
- 28.10.4 If additional funeral leave days 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.
- 28.11 Leaves of Absence.
- 28.11.1 Employees who are elected or selected by the Union to accept a full-time assignment with the Union and which assignment takes them away from their employment with the Employer, shall, upon written request by the Union to the Employer, be given a leave of absence without pay for such purpose, provided that no more than one (1) Employee within the bargaining unit shall be granted such a leave of absence at the same time and provided further that such leave of absence shall not exceed two (2) years or the duration of that assignment, whichever is shorter.
- 28.11.2 Employees who are elected or selected by the Union to attend functions of the Union such as conventions, educational conferences and other Union activities shall be allowed time off without pay to attend such, provided that the Employer is advised in writing by the Union to such intended absences at least three (3) regularly scheduled working days prior to the start thereof.
- 28.11.3 An Employee who has a prolonged physical or mental illness or an Employee who has such illness in his immediate family shall be granted, upon written request to the Employer and submission of proof acceptable to the Employer, a leave of absence without pay for a period of time not to exceed three (3) calendar months in any one (1) calendar year; provided, however, that subsequent three (3) calendar months extension and/or extensions shall be granted to the Employee upon the further submission of need and which is acceptable to the Employer. An Employee's immediate family as referred hereinabove shall be defined to include only the spouse and children of the Employee.
- 28.11.4 A personal leave of absence, without pay, may be granted for a definite period of time not to exceed thirty (30) days in any one (1) calendar year to an

Employee whose services can be spared by the Employer. Additional extensions of such leave of absence may be further granted by the Employer.

28.11.5 An Employee on an approved leave of absence shall not lose his/her ranking for seniority.

28.11.6 Leaves of absence obtained under false pretense shall not protect an Employee's seniority and his/her rights thereto.

28.11.7 Employees who do not return to work within three (3) days after expiration date of their leave of absence shall be considered as having voluntarily terminated their employment unless a provable written excuse, submitted within ten (10) days is accepted by the Employer.

28.12 Jury Duty Leave.

28.12.1 Any full-time Employee of this bargaining unit who is required to serve on jury duty shall be given the time off to do so. He/she shall be paid, at his/her current regular pay, the difference between his/her pay received for jury duty and that of his/her current regular pay upon the receipt by the Employer of an official statement setting forth the amount of pay earned for the said jury duty.

28.13 Park Permits After Retirement.

28.13.1 Upon retirement, each former full-time Employee shall receive a regular permit for himself and his/her immediate family and be afforded an equal opportunity in the rental of a boat dock space in accordance with the City Ordinance governing same at the time.

28.13.2 Part-time Employees who have resigned while in good standing and who have been employed for a period in excess of ten (10) years, will receive park passes upon application for use of park facilities and admission to City functions.

28.14 Cost-of-Living Bonus.

28.14.1 Full-time Employees of this bargaining unit shall be granted a cost-of-living bonus. Payments shall be based upon the geographic consumer price index established for urban wage earners and clerical workers by the United States Bureau of Labor Statistics for the Detroit Metropolitan Area. The payment of the cost-of-living bonus shall be made annually during the month of January, covering a twelve (12) month period for December 1 through November 30, and shall be computed as follows:

The average annual yearly increase of the consumer price index shall be calculated by adding the aforementioned consumer price index figures for a current twelve (12) month period from December 1 through November 30 and dividing same by twelve (12) and subtracting such sum from the average consumer price index figure as was previously established for the immediate preceding twelve (12) month period.

For each .3 increase in the said current twelve (12) month index average over the preceding twelve (12) month index average, the Employee shall receive \$0.01 per hour, as a cost-of-living bonus, for each hour worked (on a 2,080 basis for all employees) during the current twelve (12) month period. Provided, however, that the maximum cost-of-living bonus paid annually shall not exceed a total of twelve (12) hundred dollars (\$1,200.00) or five percent (5%) of the Employee's base wage, whichever is greater, for any of the twelve (12) months' period that such cost-of-living bonus is computed.

28.14.2 Example for computation for cost-of-living bonus:

MONTHLY CONSUMER PRICE INDEX (URBAN WAGE EARNERS & CLERICAL WORKERS - DETROIT)

	<u>1985</u>	<u>1986</u>
December	300.0('84)	313.1('85)
January	301.2	313.4
February	304.0	312.3
March	306.0	309.3
April	306.3	308.1
May	306.6	311.0
June	307.4	310.2
July	308.3	307.5
August	308.3	312.8
September	310.3	310.5
October	309.7	313.6
November	<u>313.2</u>	<u>314.7</u>
Price Index Average	306.78	311.38
Price Index Average for Current 12-Month Period =	311.38	
Less:		
Price Index Average for Previous 12-Month Period =	<u>306.78</u>	
12-Month Average Index Increase	= 4.60	
$\frac{4.60}{.3} = 15.33 = \$0.15 \times \text{hours worked.}$		

28.15 Residence Requirements.

28.15.1 Unlimited residence boundaries shall be permitted for any Employee of this bargaining unit.

29.0 INSURANCE

29.1 Eligibility, coverage and benefits under the insurance plans set forth in this Agreement are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that the new benefits shall be equal to or better than existing benefits. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

30.0 TRAINING ASSIGNMENTS

30.1 Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority, and qualifications; and the Employee being trained will continue to receive his/her current rate of pay.

30.2 The Employer shall encourage any Employee of this bargaining unit to continue his/her education by providing, as an incentive, the reimbursement of any personal expenses for tuition costs, provided that the following requirements have been met:

- (a) The education course was offered through a recognized and/or accredited college or university. Further, with respect to any employee hired after July 1, 1987, the course must be related to the employee's job classification;
- (b) The Employee completed the education course and maintained a grade average of "C", or equivalent;
- (c) The Employee did not receive any subsistence, allowance, grant or aid from any other public or private sources while enrolled for the particular education course;
- (d) A written notification has been made to the Employer outlining the proposed advanced edu-

cational course(s) to be undertaken by the Employee and giving the name of the institution offering such educational course(s). Such notification shall be provided for each degree program undertaken;

- (e) All requests for tuition reimbursement shall be submitted to the Employer within six (6) months after the completion of any such educational course(s). Such reimbursement shall be made by the Employer within thirty (30) days after the receipt of a request for reimbursement and verification of same.

31.0 MISCELLANEOUS

- 31.1 A safety committee of Employees and Employer representatives is hereby established. This committee will include the Chief Steward, and two (2) Employer representatives as may be designated by the Employer and shall meet at the request of either party, during working hours, for the purpose of making recommendations to the Employer.
- 31.2 The Employer shall provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against members of this bargaining unit alleging any act committed while said member was in the good faith performance of his/her duties.
- 31.3 The City shall prepare and publish a booklet which describes the benefits of the retirement system and include explanations of the various options available to the members. This booklet shall be published within six (6) months of the effective date of this Agreement or such other time as may be mutually agreed upon and shall be distributed to the members of this bargaining unit.
- 31.4 Each Employee covered by this Agreement must maintain a medically acceptable personal fitness commensurate with the duties and requirements of the position he/she occupies. This shall include demonstrating such condition by medical examinations as may be required by the city, at its expense. Failure to submit to the medical examination shall result in disciplinary action.
- 31.5 If a new position is created by the City due to the introduction of new equipment or significant change in methods of operation, a temporary rate will be established by the City. In establishing the rate, the City shall evaluate the job in accordance with its normal procedure utilizing all factors involved in the job.

During this period, the City and the Union shall bargain on the rate of the new classification.

31.6 Attendance Bonus

A part-time Employee, who does not miss any scheduled work hours in each four month period (the first period, being July-October each year) will, at the end of the four month period, receive one (1) work day's pay.

- 31.7 All AEMT's will maintain appropriate licenses and certifications required by the administrative agencies to work as an advanced emergency medical technician. Necessary training will be completed by the Employee during non-work hours. Each AEMT will receive \$500.00 at the end of each year as reimbursement for such training.

32.0 UNION NEGOTIATING COMMITTEE

- 32.1 The Union shall advise the Employer of the names of its Negotiating Committee, not to exceed two (2) Employee members, on or before February 1, annually. The time and place for negotiations and collective bargaining of the annual Agreement shall be mutually agreed upon by the Union and the Employer.
- 32.2 The Employee representatives on the Union's Negotiating Committee shall be given sufficient time off with pay, as well as giving of their own time on an equal basis, for the purpose of collective bargaining on the annual Agreement with the Employer.

33.0 POSITION CLASSIFICATION SCHEDULE

- 33.1 Employees shall be classified in accordance with the position classification and descriptions attached to this Agreement and marked Exhibit A. The attached position classification and descriptions shall be considered as a part of this Agreement.
- 33.2 When any position not listed in the position classification schedule is proposed to be established, the Employer may designate a position title and rate structure for the position and agrees to inform the Union of the fact that it is considering such new position classification and will discuss same with the Union before putting it into effect.

34.0 RATIFICATION OF AGREEMENT

- 34.1 This Agreement shall not become effective unless and until it is:
- 34.1.1 Ratified by a majority of the members of the bargaining unit.
- 34.1.2 Approved by the Council of the City of Grosse Pointe Woods by resolution duly adopted.

35.0 SUPPLEMENTAL AGREEMENTS

- 35.1 All supplemental agreements or amendments to this Agreement, as may be negotiated and approved by the Employer and the Union, shall be subject to approval and ratification in accordance with aforesaid Section 34.0.

36.0 SEVERABILITY

- 36.1 This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects; and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this Agreement; and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

37.0 WAIVER AND COMPLETE AGREEMENT

- 37.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively, except by mutual agreement, with respect to any subject or matter referred to or covered in this Agreement or in respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

38.0 DURATION

38.1 This Agreement shall be effective from and after July 1, 1990, and shall remain in force and effect up to and including 11:59 p.m. on June 30, 1993.

38.2 Future Negotiations.

Members of this bargaining unit shall submit any new salary, fringe benefit and/or agreement amendments to the employer on or before the February 1 preceding the termination date of the current Agreement and the employer shall respond to same within thirty (30) days after receipt of any such proposals.

38.3 Extension.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on ninety (90) days' written notice to the other.

THIS AGREEMENT is hereby agreed to, by and between the CITY OF GROSSE POINTE WOODS and the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE and is hereby executed to be retroactive to July 1, 1990, and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 1993.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 4th day of MARCH, 1991.

FOR
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

FOR
CITY OF GROSSE POINTE WOODS

BY: James Powell

BY: [Signature]

Its: Chief of Police

Its: Mayor

BY: [Signature]

BY: Chester Peterson

Its: Steno

Its: City Administrator-Clerk

BY: [Signature]

Its: Field Representative

Exhibit A

DEPARTMENT OF ADMINISTRATION Clerk-Dispatcher

Nature of Work: This is varied communications work involving the skillful and prompt operation of radio, telephone and teletype equipment.

Work involves responsibility for receiving calls and providing requested information and/or services, or promptly and efficiently dispatching necessary personnel and equipment, and the performance of varied clerical activities in the receiving of complaints and the filing of records.

Although the disposition of calls is in accordance with established regulations and procedures as may be required by state and federal agencies, the Employee must exercise some judgment and must have a knowledge of Public Safety methods, general City government procedures, and must have a working knowledge of the geographic layout of the City and the immediate area.

In addition to duties normally associated with police desk activities, other duties are part of the normal work load. They include, among others, the sale of certain licenses, permits, and other items and the attendant records of such sales and money received, and the accounting of the daily cash and the record of its receipts.

Work is reviewed by observation of the Employee's operations and technique and the review of reports prepared and filed by the command structure of the Department of Public Safety.

Examples of the Work Performed: Answers the several telephone lines coming into the Department of Public Safety desk, receives and transmits information and/or instructions via radio, monitors the several radio frequencies utilized by the City. Receives, requests and conveys information via teletype, maintains appropriate activity logs.

Relays information to road units, to supervisory personnel, and conveys information and/or instructions between units.

Types such reports as may be from time to time required, completes such forms as instructed, maintains records and files, issues and records gun purchase permits, gun registration forms.

May act as matron in the care, custody, search and transportation of female prisoners of the Department of Public Safety after receiving proper training for such.

Performs related work as required.

Desirable Knowledge and Abilities: Working knowledge of the streets and geography of the City and adjacent area.

Exhibit A

Page Two

Department of Administration -- Clerk Dispatcher Cont'd.

Knowledge of telephone, teletype and radio operating requirements and procedures, and the ability to develop skill and speed in their operation.

Ability to speak clearly in a well-modulated voice, to remain calm and to project an attitude of control in stress situations, to practice good diction, to deal with the public and co- Employees in an affable and courteous manner.

Ability to maintain accurate records, accounts and books.

Desirable Educational Skills: Experience in Law Enforcement methods and vocabulary, a better-than-average command of the English language and the ability to prepare narration accounts of fact situations. Typing: 50 wpm and general office skills. Must be a high school graduate and also have legible handwriting.

EXHIBIT A-1

HOURLY WAGE RATE SCHEDULE -- FOR FULL-TIME EMPLOYEES

JULY 1, 1990 - JUNE 30, 1991

<u>Classification</u>	<u>Starting</u>	<u>Step A 6 mos.</u>	<u>Step B 12 mos.</u>	<u>Step C 18 mos.</u>	<u>Step D 24 mos.</u>
Emergency Medi- cal Technician	\$11.34	\$11.44	\$11.65	\$11.75	\$11.96
Clerk-Dispatcher	\$10.07	\$10.17	\$10.38	\$10.48	\$10.69

HOURLY WAGE RATE SCHEDULE -- FOR PART TIME EMPLOYEES

Emergency Medi- cal Technician	\$10.68	\$10.78	\$10.99	\$11.10	\$11.30
Clerk-Dispatcher	\$ 9.28	\$ 9.38	\$ 9.59	\$ 9.69	\$ 9.90

In the event the City assigns Emergency Medical Technicians to the classification of Public Safety Officer II, either party may re-open the contract for the sole purpose of negotiating a rate of pay for such classification. The re-opener is limited to the wage rates for the Public Safety Officer II classification.

EXHIBIT A-2

HOURLY WAGE RATE SCHEDULE -- FOR FULL-TIME EMPLOYEES

JULY 1, 1991 - JUNE 30, 1992

<u>Classification</u>	<u>Starting</u>	<u>Step A 6 mos.</u>	<u>Step B 12 mos.</u>	<u>Step C 18 mos.</u>	<u>Step D 24 mos.</u>
Emergency Medi- cal Technician	\$11.79	\$11.90	\$12.12	\$12.22	\$12.44
Clerk-Dispatcher	\$10.52	\$10.63	\$10.85	\$10.95	\$11.17

HOURLY WAGE RATE SCHEDULE -- FOR PART TIME EMPLOYEES

Emergency Medi- cal Technician	\$11.11	\$11.21	\$11.43	\$11.54	\$11.75
Clerk-Dispatcher	\$ 9.65	\$ 9.76	\$ 9.97	\$10.08	\$10.30

In the event the City assigns Emergency Medical Technicians to the classification of Public Safety Officer II, either party may re-open the contract for the sole purpose of negotiating a rate of pay for such classification. The re-opener is limited to the wage rates for the Public Safety Officer II classification.

EXHIBIT A-3

HOURLY WAGE RATE SCHEDULE -- FOR FULL-TIME EMPLOYEES

JULY 1, 1992 - JUNE 30, 1993

<u>Classification</u>	<u>Starting</u>	<u>Step A 6 mos.</u>	<u>Step B 12 mos.</u>	<u>Step C 18 mos.</u>	<u>Step D 24 mos.</u>
Emergency Medi- cal Technician	\$12.26	\$12.38	\$12.60	\$12.71	\$12.94
Clerk-Dispatcher	\$10.99	\$11.11	\$11.33	\$11.44	\$11.67

HOURLY WAGE RATE SCHEDULE -- FOR PART TIME EMPLOYEES

Emergency Medi- cal Technician	\$11.55	\$11.66	\$11.89	\$12.00	\$12.22
Clerk-Dispatcher	\$10.04	\$10.15	\$10.37	\$10.48	\$10.71

In the event the City assigns Emergency Medical Technicians to the classification of Public Safety Officer II, either party may re-open the contract for the sole purpose of negotiating a rate of pay for such classification. The re-opener is limited to the wage rates for the Public Safety Officer II classification.

APPENDIX B

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397
Telephone: 343-2440

ORDINANCE 543

AN ORDINANCE TO AMEND TITLE I OF THE CITY CODE OF THE CITY OF GROSSE POINTE WOODS OF 1975 TO ADD THERETO A CHAPTER 21 ENTITLED "PENSION RETIREMENT SYSTEM."

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Section 1. That Title I of the City Code of the City of Grosse Pointe Woods of 1975 be amended by adding thereto a Chapter 21 entitled "Pension Retirement System" containing the following provisions:

Name; Establishment; Effective Date:

Section 1-21-1. The City of Grosse Pointe Woods employees retirement system, called the retirement system, is hereby established for the purpose of providing retirement allowances for the officers and employees of the City of Grosse Pointe Woods, and under certain conditions for their dependents, under the provisions of this chapter. The effective date of this retirement system is April 1, 1949.

Definitions:

Section 1-21-2. The following words and phrases as used in this chapter, unless a different meaning is clearly required by the context, shall have the following meanings:

- (1) "City" means the City of Grosse Pointe Woods.
- (2) "Council" means the Council of the City of Grosse Pointe Woods.
- (3) "Board" means the board of trustees provided in this chapter.
- (4) "Member" means any person who is included in the membership of the retirement system.

- (5) "Retirant" means any member who retires with a pension or retirement allowance payable by the retirement system.
- (6) "Beneficiary" means any person, except a retirant, who is in receipt of, or who is designated to receive, a pension, retirement allowance, or other benefit, payable by the retirement system.
- (7) "Service" means personal service rendered to the City by an officer or employee of the City.
- (8) "Credited service" means the total service standing to a member's credit in his service account.
- (9) "Regular interest" means such rate or rates of interest per annum, compounded annually, as the board shall from time to time adopt.
- (10) "Accumulated contributions" means the sum of all amounts deducted from the compensation of a member and credited to his individual account in the annuity savings fund, together with regular interest thereon.
- (11) "Compensation" shall mean a member's annual gross salary or earnings paid by the City for personal services rendered by the member to the City and shall include annual longevity pay, holiday pay, overtime pay and cost-of-living pay, but shall not include any payments for accumulated sick leave or vacation leave after July 1, 1985.
- (12) "Final average compensation" means the monthly average of the compensation paid a member during the period of the four highest years of his credited service. If he has less than four years of credited service his final average compensation shall be the monthly average of the compensation paid him for his total months of credited service.
- (13) "Annuity" means a monthly amount, payable throughout the future life of a person, derived from the accumulated contributions of a member.
- (14) "Pension" means a monthly amount, payable throughout the future life of a person or for a temporary period as provided in this chapter, derived from money provided by the City.
- (15) "Retirement allowance" means the sum of the annuity and pension payable to a retirant or beneficiary.
- (16) "Retirement" means a member's withdrawal from the employ of the City with a pension or retirement allowance payable by the retirement system.

- (17) "Annuity reserve" means the present value of all payments to be made on account of any annuity. The annuity reserve shall be computed upon the basis of such mortality table, and regular interest, as the board shall from time to time adopt.
- (18) "Pension reserve" means the present value of all payments to be made on account of any pension. The pension reserve shall be computed upon the basis of such mortality and other tables of experience, and regular interest, as the board shall from time to time adopt.
- (19) "Policeman and/or fireman member" means any officer or employee in the Department of Public Safety of the City holding the rank of patrolman and/or fire fighter, including probationary patrolman and/or fire fighter or higher rank. The term "policeman and/or fireman member" shall not include (1) any civilian employee in the Department of Public Safety, nor (2) any person who is temporarily employed as a policeman or fireman for an emergency; nor (3) any person who is privately employed as a policeman or fireman.
- (20) "General member" means any member except a policeman and/or fireman member.
- (21) "Covered member" means any member who is covered under the Federal social security old-age survivors' and disability insurance program on account of his City employment.
- (22) "Non-covered member" means any member who is not covered under the Federal social security old-age survivors' and disability insurance program on account of his City employment.
- (23) "Workmen's compensation period" means the period a member or retirant is in receipt of workmen's compensation on account of his disability arising out of and in the course of his City employment. If he is paid a single sum in lieu of his future workmen's compensation, "his workmen's compensation period" shall be the period, if any, he was in receipt of weekly workmen's compensation plus the period arrived at by dividing the said single sum paid him by his weekly workmen's compensation award.
- (24) The masculine gender shall include the feminine gender, and words of the singular number with respect to persons shall include the plural number, and vice versa.

Board of Trustees:

Section 1-21-3. (a) The board of trustees shall have the authority and responsibility to administer, manage and operate the retirement system, and to construe and carry into effect the provisions of this chapter. The board shall consist of 5 trustees as follows:

- (1) The Mayor; to serve by virtue of his position.
- (2) A member of the Council to be selected by the Council; to serve at the pleasure of the Council.
- (3) A citizen, who is an elector and taxpayer of the City and who is not a member, retirant or beneficiary of the retirement system, to be appointed by the Mayor by and with the consent of the Council.
- (4) A policeman and/or fireman member to be elected by the policeman and/or fireman members.
- (5) A general member to be elected by the general members.

(b) The elections of the trustees provided in subsection (a), paragraphs (4) and (5) of this section shall be held under such rules and regulations as the board shall from time to time adopt.

Trustees' Terms of Office:

Section 1-21-4. The regular term of office of trustee provided in Section 1-21-3 (a), paragraphs (3), (4) and (5), shall be 3 years, 1 such term to expire each year.

Trustees' Oath of Office:

Section 1-21-5. Each trustee shall take an oath of office before the City Clerk for faithful performance of the duties of his office.

Vacancy of Board:

Section 1-21-6. In the event a trustee provided in section 1-21-3 (a), paragraphs (1), (2), (4) or (5) shall cease to be employed by the City, or in the event a trustee provided in section 1-21-3 (a) paragraphs (2), (3), (4) and (5) shall fail to attend scheduled meetings of the board for 3 consecutive meetings, unless in each case excused for cause by the remaining trustees attending such meeting, he shall be considered to have resigned from the board and the board shall by resolution declare his office of trustee vacated as of the date of adoption of such resolution. Any vacancy occurring in the office of trustee shall be filled within 60 days following the date of the vacancy, for

the unexpired portion of the term, in the same manner as the office was previously filled.

Board Meetings; Quorum; Rules:

Section 1-21-7. The board shall hold meetings regularly, at least quarterly, and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings of the board shall be public. Three trustees shall constitute a quorum at any meeting of the board. Each trustee shall be entitled to 1 vote on each question before the board and at least 3 concurring votes shall be necessary for a decision by the trustees.

Retirement System Officers:

Section 1-21-8. The board shall elect from its own number a Chairman and a Chairman Pro-Tem.

- (a) The Council shall designate an officer of the City to serve as Secretary of the Board and an officer to serve as the Administrator of the retirement system.
- (b) The City Treasurer shall be treasurer of the retirement system and he shall be the custodian of its cash and investments.
- (c) The City Attorney shall be legal advisor to the Board.
- (d) The board shall appoint an actuary who shall be the technical advisor to the board, and who shall perform such other duties as are required of him under this chapter.
- (e) The board shall appoint as medical director a physician who is not a member of the retirement system. The medical director shall hold office at the pleasure of the board. He shall arrange for and pass upon all medical examinations required under this chapter; he shall investigate all essential statements and certificates of a medical nature furnished by or on behalf of a member or retirant in connection with a claim for benefits under this chapter; and he shall report in writing to the board his conclusions on medical matters referred to him by the board.
- (f) The board may employ such professional and other services as are required for the proper operation of the retirement system. The compensation of the actuary, medical director, and for other services shall be determined by the Council upon recommendation of the board.

Records; Annual Report:

Section 1-21-9. The Administrator shall keep, or shall cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system.

The board shall annually render a report to the Council showing the fiscal transactions of the retirement system for the preceding fiscal year; and the last balance sheet showing the financial condition of the retirement system by means of an actuarial valuation of its assets and liabilities.

Adoption of Experience Tables; Regular Interest:

Section 1-21-10. The board shall from time to time adopt such mortality and other tables of experience, and a rate or rates of regular interest, as are necessary in the operation of the retirement system on an actuarial basis.

Membership:

Section 1-21-11. (a) The membership of the retirement system shall include all officers and employees of the City and all persons who become officers or employees of the City, except as provided in subsection (b) of this section.

(b) The membership of the retirement system shall not include (1) any person whose services are compensated on a contractual or fee basis, nor (2) any person who is employed by the City in a position normally requiring less than 1200 hours of work per annum, nor (3) the medical director and the actuary, nor (4) any elective or appointive officer of the City unless he is employed by the City in a full-time position.

(c) In any case of doubt as to the membership status of any officer or employee, the board shall decide the question.

Termination of Membership:

Section 1-21-12. Except as otherwise provided in this chapter, should any member have separated or become separated from the employ of the City, for any reason except his retirement or death, he shall thereupon cease to be a member and his credited service at that time shall be forfeited by him. Should he be re-employed by the City, he shall again become a member. If his said re-employment occurs within 5 years from and after the date he last left City employment his credited service last forfeited by him shall be restored to his credit, provided, he returns to the annuity savings fund the amount, if any, he withdrew therefrom, together with regular interest from the date of withdrawal to the date of repayment. Upon his retirement or death, he shall thereupon cease to be a member.

Service Credit:

Section 1-21-13. The board shall determine by appropriate rules and regulations the amount of service to be credited any member; but in no case shall less than 10 days of service rendered by a member in any calendar month be credited him as a month of service, nor shall less than 10 months of service rendered by him in any calendar year be credited as a year of service, nor shall more than 1 year of service be credited any member for all service rendered by him in any calendar year.

Military Service Credit:

Section 1-21-14. In the event a person, who, while employed by the City, entered any armed service of the United States, or a member who entered or enters any armed service of the United States, and who has been or shall be on active duty during time of war or period of compulsory military service, shall have such armed service, not to exceed 5 years, credited him as City service: provided, that (1) he is re-employed by the City within 1 year from and after termination of such armed service actually required of him, and (2) he returns to the annuity savings fund the amount, if any, he might have withdrawn therefrom at the time he entered or while in such armed service, together with regular interest from the date of withdrawal to the date of repayment. In any case of doubt as to the period to be so credited a member the board shall have final power to determine such period. During the period of such armed service, and until his return to City employment, his contributions to the annuity savings funds shall be suspended and his balance therein shall be accumulated at regular interest.

Members' Service Accounts:

Section 1-21-15. The board shall credit each member's service account with the number of years and months of service rendered by him before and after April 1, 1949, to which he is entitled.

Voluntary Retirement:

Section 1-21-16. Any member who either (1) has 10 or more years of credited service and has attained or attains age 60 years, or (2) has 20 or more years of credited service and has attained or attains age 55 years, or (effective July 1, 1988) (3) has 25 or more years of credited service and attains age 50 years, may retire upon his written application filed with the board setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution of filing thereof, he desires to be retired. Upon his retirement, a covered member shall receive a retirement allowance provided in section 1-21-18; and a non-covered member shall receive a retirement allowance provided

in section 1-21-19. Any member may retire after attaining the age of 50 years and attaining 25 years of credited service.

Normal Retirement:

Section 1-21-17. (a) Any policeman and/or fireman member who has attained or attains age 60 years, and any general member, except an elected officer of the City, who has attained or attains age 65 years, shall be separated from City employment the first day of the calendar month next following the month in which he attains age 60 years or 65 years, as the case may be, subject to subsection (b) of this section.

(b) Any policeman and/or fireman member who has attained age 60 years, and any general member who has attained 65 years, may continue in City employment for periods not to extend beyond five years from and after his attainment of the age of 60 or 65 years as the case may be; provided that his continuance in City employment is requested by his department head and approved by the member in writing.

(c) If, at the time of his separation from City employment as provided in this section, a member has 10 or more years of credited service, he shall be retired and he shall receive a retirement allowance provided in section 1-21-18, if he is a covered member, or as provided in section 1-21-19 if he is a non-covered member.

Retirement Allowance - Covered Member:

Section 1-21-18. (a) Upon his retirement, as provided in this chapter, a covered member shall receive a straight life retirement allowance consisting of the benefits provided in paragraphs (1) and (2) of this subsection, and he shall have the right to elect to receive his retirement allowance under an option provided in section 1-21-21 in lieu of a straight life retirement allowance.

- (1) An annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement, and
- (2) A pension which when added to his annuity shall provide a retirement allowance equal to 2 percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus 1 percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years. If a member, retirant or beneficiary is granted workmen's compensation paid for by the City, then during his workmen's compensation period

his said pension shall not exceed the difference between his final average compensation and his weekly workmen's compensation converted to a monthly amount.

(b) In the event a retirant dies before he has received in straight life retirement allowance payments an aggregate amount equal to his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement, the difference between his said accumulated contributions and the said aggregate amount of straight life retirement allowance payments received by him shall be paid from the retirement reserve fund to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there be no such person surviving the said retirant, such difference, if any, shall be paid to his legal representative. No benefits shall be paid under this subsection on account of the death of a retirant if he elected Option II or III provided in section 1-21-21 as long as pension benefits are being paid.

(c) According to such rules and regulations as the board may from time to time adopt, any covered member who retires prior to his attainment of age 65 years may elect to have his straight life retirement allowance actuarially equated to provide an increased retirement allowance payable to his attainment of age 65 years and a reduced retirement allowance payable thereafter. His increased retirement allowance payable to his attainment of age 65 years shall approximate the sum of his reduced retirement allowance to be payable after his attainment of age 65 years and his estimated social security primary insurance amount. This subsection shall not apply to a retirement allowance payable under Option II or III provided in section 1-21-21.

Retirement Allowance - Non-covered Member:

Section 1-21-19. (a) Upon his retirement, as provided in this chapter, a non-covered member shall receive a straight life retirement allowance consisting of the benefits provided in paragraphs (1) and (2) of this subsection, and he shall have the right to elect to receive his retirement allowance under an option provided in section 1-21-21 in lieu of a straight life retirement allowance.

- (1) An annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the annuity savings fund at the time of this retirement, and
- (2) A pension which when added to his annuity shall provide a retirement allowance equal to 2 percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus 1 percent of his final average

compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years. If a member, retirant or beneficiary is granted workmen's compensation paid for by the City, then during his workmen's compensation his said pension shall not exceed the difference between his final average compensation and his weekly workmen's compensation converted to a monthly amount.

(b) In the event a retirant dies before he has received in straight life retirement allowance payments an aggregate amount equal to his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement, the difference between his said accumulated contributions and the said aggregate amount of straight life retirement allowance payments received by him shall be paid from the retirement reserve fund to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there is no such person surviving the said retirant, such difference, if any, shall be paid to his legal representative. No benefits shall be paid under this subsection on account of death of a retirant if he elected Option II or III provided in section 1-21-21 as long as pension benefits are being paid.

Deferred Retirement:

Section 1-21-20. Should any member who either (1) has 25 or more years of credited service, or (2) has attained age 50 years and has 15 or more years of credited service, leave the employ of the City, for any reason except his retirement or death, before he has satisfied the age and service requirements for retirement provided in Section 1-21-16, and does not withdraw his accumulated contributions from the annuity savings fund, he shall be entitled to a retirement allowance provided in section 1-21-18 if he is a covered member, or as provided in section 1-21-19, if he is a non-covered member, as the applicable section was in force at the time he left City employment. His said retirement allowance shall begin the first day of the calendar month next following the month in which his application for same is filed with the board on or after his attainment of age 60 years. During the period of his absence from City employment, his accumulated contributions standing to his credit in the annuity savings fund shall be accumulated at regular interest. Unless otherwise provided in this chapter, he shall not receive service credit for the period of his absence from City employment.

Retirement Allowance Options:

Section 1-21-21. Prior to the effective date of his retirement, but not thereafter, a member may elect to receive his retirement allowance as a straight life retirement allowance payable throughout his life, or he may elect to receive the actuarial equivalent of his straight life retirement allowance in a reduced

retirement allowance payable throughout his life, and nominate a beneficiary, in accordance with the provisions of Option I, II and III, set forth below, subject to subsection (a) of this section.

Option I. Cash Refund Annuity. If a retirant, who elected Option I, dies before he has received in payment of the annuity portions of his reduced retirement allowance an aggregate amount equal to his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement the difference between his said accumulated contributions and the said aggregate amount of annuity payments received by him shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there is no such designated person surviving the said retirant, such difference, if any, shall be paid to his legal representative; or

Option II. Joint and Survivor Retirement Allowance. Upon the death of a retirant, who elected Option II, his reduced retirement allowance shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board prior to the effective date of his retirement; or

Option III. Modified Joint and Survivor Retirement Allowance. Upon the death of a retirant, who elected Option III, one-half of his reduced retirement allowance shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board prior to the effective date of his retirement.

(a) If any benefits become payable under Section 1-21-28 on account of the death of a retirant (1) no retirement allowance shall be paid to his designated beneficiary under Option II or III above, and (2) if his death occurs before he has received in retirement allowance payments an aggregate amount equal to his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement the difference between his said accumulated contributions and the said aggregate amount of retirement allowance payments received by him shall be paid to his said beneficiary, if living; otherwise to his legal representative.

(b) A member who has attained his voluntary retirement age while in City employment and who has elected to retire in accordance with Section 1-21-16 may elect to be paid the annuity portion of his retirement allowance in an actuarially equivalent single payment and thereafter, be paid only the pension portion of the retirement allowance as determined without regard to the single payment. The accumulated contributions of the member in the annuity savings fund shall be reduced by the amount of such single payment. If a member elects to receive a reduced retire-

ment allowance provided for in Section 1-21-21 (b), he may also elect to have his retirement allowance further reduced by electing one of the optional forms of payment provided for in Section 1-21-21.

Provided, however, that the rate of interest for the purpose of computing the actuarial equivalent of refunded contributions at retirement be the rate of regular interest as adopted by the Board of Trustees for the purpose of the regular annual actuarial valuation.

And provided further that if the Employer's annual contribution required to finance this annuity withdrawal benefit exceeds one percent (1%) of payroll, the rate of interest used to compute the actuarial equivalent of refunded contributions will be adjusted for future retirements.

(c) Pop-Up Option: If a member elects Option II or Option III and the member's beneficiary predeceases the member, the retirement allowance shall be increased to the amount of unreduced straight life retirement allowance.

Non-Duty Death:

Section 1-21-22. (a) Any member who continues in the employ of the City after the date he either (1) acquires 15 years (effective September 22, 1988-10 years) of credited service, or (2) attains age 55 years and has 10 or more years of credited service, may, by written declaration duly executed and filed with the board, elect Option II provided in Section 1-21-21 and nominate a beneficiary whom the board finds to be dependent upon the said member for at least 50 percent of his financial support. Prior to the effective date of his retirement, a member may revoke his said election of Option II and nomination of beneficiary and he may, prior to the effective date of his retirement, again elect the said Option II and nominate a beneficiary as provided in this subsection. Upon the death of a member, who has an Option II election in force, his beneficiary, if living, shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had retired the day preceding the date of his death, notwithstanding that he might not have satisfied the age and service requirements for retirement provided in Section 1-21-16: provided that in computing the said retirement allowance subsection (b) of Section 1-21-18 shall not be applied if the deceased member was a covered member. If a member has an Option II election in force at the time of his retirement, his said election of Option II and nomination of beneficiary shall thereafter continue in force, unless prior to the effective date of his retirement he elects to receive his retirement allowance as a straight life retirement allowance or according to another option provided in Section 1-21-21. No benefits shall be paid under this subsection on account of the death of a member if any benefits are paid under Section 1-21-28 on account of his death.

(b) Any member who continues in the employ of the City after the date he either (1) acquires 15 years (effective September 22, 1988-10 years) of credited service, or (2) attains age 55 years and has 10 or more years of credited service, and in either case does not have an Option II election in force as provided in subsection (a) of this section, and (1) dies while in City employment and (2) leaves a widow, or in the case of a female member, leaves a widower whom the board finds to be totally and permanently disabled and to have been dependent upon the said female member for at least 50 percent of his financial support, the said widow or widower shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had (1) retired the day preceding the date of his death, notwithstanding that he might not have satisfied the age and service requirements for retirement provided in Section 1-21-16; (2) elected Option II provided in Section 1-21-21, and (3) nominated his said widow or widower as beneficiary: provided, that in computing the said retirement allowance subsection (b) of section 1-21-18 shall not be applied if the deceased member was a covered member. No benefits shall be paid under this subsection on account of the death of a member if any benefits are paid under Section 1-21-28 on account of his death.

Disability Retirement:

Section 1-21-23. Upon the application of a member or his department, a member who is (1) in the employ of the City, (2) has ten or more years of accumulated and/or credited service and (3) has become or becomes totally and permanently incapacitated for duty in the employ of the City, by reason of a personal injury or disease, may be retired by the Board; provided, that after a medical examination of the said member made by or under the direction of the medical director, the medical director certifies to the Board that (1) the member is mentally or physically totally incapacitated for duty in the employ of the City, (2) that his incapacity will probably be permanent and (3) that the member should be retired; provided, further, that the report of the medical director is concurred in by the Board.

Upon his retirement, the member shall be paid a disability retirement allowance provided in Section 1-21-25. This section shall be subject to Section 1-21-24.

Duty Disability - Special Provisions:

Section 1-21-24. (a) The provisions of paragraph (b) and (c) of this Section are applicable to a member who satisfies the provisions of Section 1-21-23 and whom the Board finds (1) to be totally and permanently incapacitated for duty in the employ of the City as the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance or duty in employ of the City and (2) who is granted

workers' compensation on account of his said total and permanent incapacity.

(b) A member who satisfied the conditions provided in paragraph (a) of this Section shall be granted service credit for the period between the effective date of duty-disability retirement and earlier of the date the member would attain age 55 years or the date the member would have attained age 50 with 25 years of credited service had he continued in City employment.

(c) The service requirement of at least ten (10) years of credited service contained in Section 1-21-23 shall be waived in the case of a member who satisfies the conditions provided in paragraph (1) of this section.

Disability Retirement Allowance:

Section 1-21-25. (a) Upon his retirement on account of disability, as provided in Section 1-21-23, a member shall be paid a disability retirement allowance equal to his final average compensation multiplied by the sum of 2.0 percent for each year and fraction of a year of his credited service to a maximum of 25 years and 1.0 percent for each year and fraction of a year of his credit services in excess of 25 years, if any.

This Section shall be subject to Sections 1-21-24 and 1-21-27.

Section 1-21-26. Delete entire Section numbered 16.26 and rescind number.

Offsets:

Section 1-21-27. Effective September 22, 1988, a member, upon his retirement on account of disability, will be permitted the option of annuity withdrawal with an equivalent actuarial reduction in benefits as determined by the plan's actuaries. Any benefits which are paid or payable under the provisions of any workers' compensation law shall be offset against and payable in lieu of the portion of any retirement allowance provided by retirement system funds. The portion of the member's retirement allowance provided by his accumulated contributions is exempt from this offset. Workers' compensation benefits shall include redemptions and settlements in lieu of periodic benefits, but shall not include payments for medical expenses, nor any expenditures by workers' compensation providers for rehabilitation and/or re-training expenses.

Duty Death Benefits:

Section 1-21-28. In the event (1) a member dies as a result of a personal injury or disease arising solely and exclusively out of and in the course of his employment with the City, or (2) a dis-

ability retirant who was granted workmen's compensation paid for by the City, dies within 5 years from and after the date of his disability retirement as the result of the same injury or disease for which he was retired, and in either case (1) or (2) such death, injury or disease resulting in death, be found by the board to have been the natural and proximate result of his actual performance of duty in the employ of the City, the applicable benefits provided in subsections (a), (b), and (c) and (d) of this section shall be paid, subject to the condition that workmen's compensation paid for by the City is granted the beneficiary or beneficiaries on account of the death of the said member of retirant.

(a) In the case of death of a member, the accumulated contributions standing to his credit in the annuity savings fund at the time of his death shall be paid in accordance with Section 1-21-31 (b).

(b) A pension equal to the weekly workmen's compensation, converted to a monthly basis, granted his widow shall be paid her, if she has not remarried. Her pension (1) shall begin upon termination of her workmen's compensation period and shall continue until her remarriage or death; (2) shall not exceed 33-1/3 (effective July 1, 1989-50 percent) percent of the final average compensation of the deceased member or retirant, and (3) shall be subject to subsection (e) of this section.

(c) His unmarried child or children under age 18 years shall each receive a pension equal to the weekly workmen's compensation, converted to a monthly basis, granted such child. Said child's pension (1) shall begin upon termination of his workmen's compensation period and shall continue until his adoption, marriage, attainment of age 18 years, or death, whichever occurs first; (2) shall not exceed 10 percent of the final average compensation of the deceased member or retirant, and (3) shall be subject to subsection (e) of this section. In no case shall the total pension payable to said children exceed 20 percent of the final average compensation of the deceased member.

(d) His parents shall each receive a pension equal to the weekly workmen's compensation, converted to a monthly basis, granted such parent. Said parent's pension (1) shall begin upon termination of his workmen's compensation period and shall continue until his remarriage or death; (2) shall not exceed 16-2/3 percent of the final average compensation of the deceased member or retirant, and (3) shall be subject to subsection (e) of this section.

(e) As used in this section the term "widow" means the person to whom the member or retirant was married at the time his employment with the City last terminated, and it shall include a widower whom the board finds to be totally and permanently disabled and to have been dependent upon the member or retirant for at least 50 percent of his financial support. In no case shall the total of the pensions payable under subsections (b), (c) and (d)

of this section on account of the death of a member or retirant, exceed 70 percent of his final average compensation.

Reimbursement Provision:

Section 1-21-29. In the event a person or persons entitled to a pension payable by the retirement system, as the result of an accident or injury caused by the act of a third party, the City shall be reimbursed from the proceeds of any recovery of damages for injuries, so sustained.

Re-Examination of Disability Retirants:

Section 1-21-30. (a) At least once each year during the first 5 years following the retirement of a member with a disability retirement allowance, and at least once in each 3 year period thereafter, the board may require any disability retirant who has not attained age 55 years, to undergo a medical examination to be made by or under the direction of the medical director. Should any such disability retirant refuse to submit to such medical examination in any such period, the board may suspend payment of his disability retirement allowance until his withdrawal of such refusal. If such refusal continues for 1 year all his rights in and to the pension portion of his disability retirement allowance may be revoked by the board. If upon such medical examination of the retirant, the medical director reports to the board that the retirant is physically able and capable of resuming employment with the City, he shall be returned to the employ of the City and his disability retirement allowance shall terminate. In returning the said retirant to the employ of the City, as herein provided, reasonable latitude shall be allowed the City in placing him in a position commensurate to his type of work and rate of compensation at the time of his retirement.

(b) A disability retirant who has been or shall be returned to the employ of the City, as provided in this section, shall again become a member of the retirement system. His credited service standing to his credit at the time of his retirement shall be restored to full force and effect. He shall be given service credit for the period he was receiving a disability retirement allowance, provided in this chapter, if within such period he was in receipt of workmen's compensation paid for by the City; otherwise he shall not be given service credit for such period.

Refund of Accumulated Contributions:

Section 1-21-31. (a) Should a member leave the employ of the City before he has satisfied the age and service requirements for retirement as provided in Section 1-21-16, for any reason except his retirement or death, he shall be paid his accumulated contributions standing to his credit in the annuity savings fund as he shall demand in writing on a form furnished by the board.

(b) Upon the death of a member, if no pension becomes payable by the retirement system, except as provided in Section 1-21-28, his accumulated contributions standing to his credit in the annuity savings fund at the time of his death shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there be no such designated person surviving the said member, his said accumulated contributions shall be paid to his legal representative.

(c) Payments of refunds of accumulated contributions, as provided in this section, may be made in a single sum or in installments in accordance with such rules and regulations which, from time to time, shall be adopted by the board.

Annuity Savings Fund:

Section 1-21-32. (a) The annuity savings fund is hereby created. It shall be the fund in which shall be accumulated, at regular interest, the contributions deducted from the compensations of members to provide their annuities; and from which shall be made refunds and transfers of accumulated contributions as provided in this chapter.

(b) A covered member's contributions to the retirement system shall be five percent (5%) of the compensation paid him by the City.

(c) The officer or officers responsible for making up the payroll shall cause the applicable contribution provided in this section to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, so long as he continues a member of the retirement system. The member's contributions provided herein shall be made notwithstanding that the minimum compensation provided by law for any member shall be thereby changed. Every member shall be deemed to consent and agree to the deductions made and provided for herein and payment of his compensation less said deduction shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by the said member during the period covered by such payment, except as to benefits provided by this chapter. The officer or officers responsible for making up the payroll shall certify to the City Treasurer the amount of contributions to be deducted from the compensation of each member for each and every payroll. Each of said amounts shall be deducted by the City Treasurer and when deducted shall be paid to the retirement system and shall be credited to the said member's individual account in the annuity savings fund.

(d) In addition to the contributions deducted from the compensation of a member, as hereinbefore provided, a member shall deposit in the annuity savings fund, by a single contribution or by an increased rate of contributions approved by the board, the amount, if any, he withdrew therefrom together with regular interest from the date of withdrawal to the date of repayment.

In no case shall any member be given credit for service rendered prior to the date he withdrew his accumulated contributions until he repays to the annuity savings fund all amounts due the said fund by him.

(e) Upon the retirement of a member, his accumulated contributions shall be transferred from the annuity savings fund to the retirement reserve fund. At the expiration of a period of 3 years from the date an employee ceases to be a member, any balance standing to his credit in the annuity savings fund, unclaimed by the member or his legal representative, shall be transferred to the pension reserve fund; provided, that no pension becomes or will become payable by the retirement system on account of his membership.

Retirement Reserve Fund:

Section 1-21-33. The retirement reserve fund is hereby created. It shall be the fund from which shall be paid all annuities and pensions payable as provided in this chapter. Should a disability retirant return to the employ of the City his annuity reserve at that time shall be transferred from the retirement reserve fund to the annuity savings fund and shall be credited to his individual account therein; and his pension reserve at that time shall be transferred from the retirement reserve fund to the pension reserve fund.

Pension Reserve Fund:

Section 1-21-34. The pension reserve fund is hereby created. It shall be the fund in which shall be accumulated reserves for the payment of all pensions payable as provided in this chapter. Upon the basis of such mortality and other experience tables, and regular interest, as the board shall from time to time adopt, the actuary shall annually compute the annuity and pension reserves (1) for retirement allowances being paid retirants and beneficiaries, and (2) covering service rendered and to be rendered by members. The pension reserves shall be financed by annual appropriations, to be made by the Council, determined according to subsection (a), (b) and (c) of this section.

(a) The appropriations for members' current service shall be a percent of their annual compensations which will produce an amount which if paid annually by the City during their future service will be sufficient to provide the reserves, at the time of their retirements, for the portions of the pensions to be paid them based upon their future service.

(b) The appropriations for members' accrued service shall be a percent of their annual compensation which will produce an amount which if paid annually by the City over a period of years to be determined by the Council, will amortize at regular interest the

unfunded pension reserves for the accrued service portions of the pensions to be paid them.

(c) The appropriations for retirement allowances being paid retirants and beneficiaries shall be a percent of the annual compensations of members which will produce an amount which if paid annually by the City over a period of years, to be determined by the Council, will amortize at regular interest the unfunded annuity and pension reserves, if any, for retirement allowances being paid retirants and beneficiaries.

(d) Upon the retirement of a member, or at the time a pension becomes payable on his account, the pension reserve for such pension shall be transferred from the pension reserve fund to the retirement reserve fund.

Expense Fund:

Section 1-21-35. The expense fund is hereby created. It shall be the fund to which shall be credited all money provided by the City to pay the administrative expenses of the retirement system; and from which shall be paid all administrative expenses of the retirement system.

Investment of Funds:

Section 1-21-36. (a) The board shall be the trustees of the funds of the retirement system and shall have full power to invest and re-invest such funds in accordance with Act No. 55, of the Public Acts of 1982, and as the said Act might from time to time be amended. The board shall have full power to hold, purchase, sell, assign, transfer and dispose of any securities and investments in which any of the funds of the retirement system have been invested, as well as the proceeds of such investments and any moneys belonging to the retirement system.

(b) There shall be kept on deposit available cash not exceeding 5 percent of the total assets of the retirement system. All assets of the retirement system shall be held for the sole purpose of meeting disbursements for pensions, annuities, and other payments authorized in this chapter and shall be used for no other purpose. The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the retirement system and not to the actual segregation of moneys in the various funds of the retirement system.

Allowance of Regular Interest:

Section 1-21-37. At the end of each fiscal year, the board shall allow regular interest (1) on the mean balance in the retirement reserve fund, and (2) on the balance standing to each member's credit in the annuity savings fund at the beginning of the said fiscal year. Interest so allowed and credited shall be payable

from the investment income of the retirement system. Any additional amounts required to credit regular interest, as provided herein, shall be charged to the pension reserve fund; and any investment earnings in excess of such requirements shall be credited to the pension reserve fund.

Methods of Making Payments:

Section 1-21-38. All payments from moneys of the retirement system shall be made according to the provisions of charter and ordinance governing the disbursements of moneys from the City's general fund. No payment shall be made from the moneys of the retirement system unless such payment has been authorized by a specific or continuing resolution adopted by the board.

Assignments Prohibited:

Section 1-21-39. The right of a person to an annuity, a pension, a retirement allowance, to the return of accumulated contributions, the annuity, the pension, or the retirement allowance itself, any optional benefits, any other right accrued or accruing to any member, retirant, or beneficiary, under the provisions of this chapter, and any moneys belonging to the Retirement System, shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any other process of law whatsoever, and shall be unassignable except as it is specifically provided in this chapter. If a member is covered by a group insurance or prepayment plan participated in by the City, and should he be permitted to, and elect to, continue such coverage as a retirant, he may authorize the board to have deducted from his retirement allowance the payments required of him to continue coverage under such group insurance or prepayment plan. The City shall have the right to setoff for any claim arising from embezzlement by or fraud of a member retirant or beneficiary.

Errors:

Section 1-21-40. Should any change of error in the records result in any person receiving from the Retirement System more or less than he would have been entitled to receive had the records been correct, the board shall correct such error and, so far as practicable, shall adjust the payment in such manner that the actuarial equivalent of the benefit to which the said person was correctly entitled shall be paid.

Effective Date of 1966 Amendments:

Section 1-21-41. The 1966 amendments to Chapter 16 of the Charter of the City of Grosse Pointe Woods shall become effective July 1, 1966.

Section 1-21-42. The amount of each retirement allowance having an effective date on or after December 31, 1973, shall be re-determined each January 1, beginning January 1, 1975, or the January 1st, which is at least 12 full months following the effective date of the retirement allowance, whichever is the last to occur, and such redetermined amount shall be the basis of payments for an ensuing year. Subject to the maximum stated in the next sentence, such redetermined amount shall be equal to the amount of retirement allowance otherwise payable multiplied by the following fraction: the numerator shall be the average of the Consumer Price Index for the 12 calendar months ending with the month of November immediately preceding the January 1st of redetermination, but in no event less than the denominator; and the denominator shall be the average of the Consumer Price Index for the 12 calendar months ending with the month of November in either (i) calendar year 1973, or (ii) the calendar year in which the retirement allowance becomes effective, whichever is the last date to occur. In no event shall such redetermined amount be less than the amount of retirement allowance otherwise payable, nor more than the amount of retirement allowance otherwise payable increased by 2.5 percent for each complete year in the period between January 1, 1974, or the effective date of the retirement allowance, if more recent, and the January 1st of redetermination. As used in this section the "amount of retirement allowance otherwise payable" means the amount of retirement allowance which would be payable without regard to the provisions of this section. As used in the section, "Consumer Price Index" means the Consumer Price Index for urban wage earners and clerical workers, as determined by the U.S. Bureau of Labor Statistics and in effect December 31, 1973, and as it may, from time to time, be amended. Should the Bureau of Labor Statistics adopt a new base or modify the method of computation of the Consumer Price Index in any way so as to render it unsuitable in the opinion of the Board of Trustees, the Board of Trustees shall make appropriate adjustments. If the Consumer Price Index is no longer published, the Board of Trustees shall choose another index which it deems appropriate for the purposes of this section.

In the case of a retirement allowance payable to a person upon the death of a retirement member, the effective date of the retirement allowance shall be the effective date of the deceased retired member's retirement allowance.

Chester E. Petersen
City Administrator-Clerk

EFFECTIVE DATE: 11/4/86

The following Charter Amendment "B" was adopted by voters on November 4, 1986:

Charter Amendment "B": Shall Chapter 16, Sections 16.1 through 16.42, inclusive, of the City Charter be amended to provide that the City Council shall have the power to provide a pension plan for the administrative officers and employees and their beneficiaries by ordinance and authority to provide any recognized group plan of life, hospital, health, dental or accidental and income protection insurance or any or more thereof?

Yes: 3,204

No: 2,872

APPENDIX C

MEMORANDUM OF UNDERSTANDING NO. 1-85

between

THE CITY OF GROSSE POINTE WOODS

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

It is hereby mutually understood and agreed that all amendments and/or wording changes as negotiated in this Agreement pertaining to the Retirement System shall be prepared by the City's actuarial firm for approval by both parties prior to the inclusion in the Master Labor Agreement between the Union and the City and provided specifically that the disability retirement provisions as negotiated in this contract shall read as follows and shall be incorporated verbatim in the provisions of the Retirement System, namely:

Disability Retirement:

Section 16.23: Upon the application of a member, or his department, a member who (1) is in the employ of the City, (2) has 10 or more years of accumulated and/or credited service, and (3) has become or becomes totally and permanently incapacitated for duty in the employ of the City, by reason of a personal injury or disease, may be retired by the Board; provided, that after the medical examination of the said member made by or under the direction of the medical director, the medical director certifies to the Board that (1) the member is mentally or physically totally incapacitated for duty in the employ of the City, (2) that his incapacity will probably be permanent, and (3) that the member should be retired; provided, further, that the report of the medical director is concurred in by the board. Upon his retirement, the member shall be paid a disability retirement allowance provided in Section 16.25. This section shall be subject to Section 16.24.

Duty Disability - Special Provisions:

Section 16.24: (a) The provisions of paragraphs (b) and (c) of this Section are applicable to a member who satisfies the provisions of Section 16.23 and whom the Board finds (1) to be totally and permanently incapacitated for duty in the employ of the City as the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance of duty in employ of the City, and (2) who is granted workers' compensation on account of his said total and permanent incapacity.

(b) A member who satisfies the conditions provided in paragraph (a) of this Section shall be granted service credit for the period between the effective date of duty-disability retirement and earlier of the date the member would attain age 55 years or the date the member would have attained age 50

with 25 years of credited service had he continued in City employment.

(c) The service requirement of at least 10 years of credited service contained in Section 16.23 shall be waived in the case of a member who satisfies the conditions provided in paragraph (a) of this Section.

Disability Retirement Allowance:

Section 16.25: (a) Upon his retirement on account of disability, as provided in Section 16.23, a member shall be paid a disability retirement allowance equal to his final average compensation multiplied by the sum of 2.0 percent (2%) for each year and fraction of a year of his credited service to a maximum of 25 years and 1.0 percent (1%) for each year and fraction of a year of his credited service in excess of 25 years, if any.

This Section shall be subject to Sections 16.24 and 16.27.

Section 16.26: Delete entire section and rescind number.

Offsets:

Section 16.27: Any benefits, which are paid or payable under the provisions of any workers' compensation law shall be offset against and payable in lieu of the portion of any retirement allowance provided by retirement system funds. The portion of the member's retirement allowance provided by his accumulated contributions is exempt from this offset. Workers' compensation benefits shall include redemptions and settlements in lieu of periodic benefits, but shall not include payments for medical expenses, nor any expenditures by Workers' Compensation providers for rehabilitation and/or re-training expenses.

FOR:
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

FOR:
CITY OF GROSSE POINTE WOODS

BY: _____

BY: _____

Its: _____

Its: City Administrator-Clerk

Date: _____

Date: _____

APPENDIX D

MEMORANDUM OF UNDERSTANDING NO. 2-85

between

THE CITY OF GROSSE POINTE WOODS

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

It is hereby mutually understood and agreed that all amendments and/or wording changes, excepting those pertaining to the Retirement System, as negotiated in the contract shall be prepared by the City's labor attorney for approval by both parties prior to the inclusion in the Master Labor Agreement between the Union and the City and provided specifically that the following amendments shall read as follows:

A. Vacation Leave, Section 28.7, paragraphs 28.7.13 and 28.7.14 shall read as follows:

28.7.13 Employees may accumulate their vacation time not to exceed thirty-five (35) working days. Vacation time accrued in excess of thirty-five (35) working days shall be deemed to have been lost.

28.7.14 Cash payment in lieu of vacation may be made upon request of the Employee to the Employer, provided, however, such cash payment shall be limited to twenty-five (25%) in any one (1) fiscal year of the Employee's annual earned vacation leave, plus any accumulated vacation leave which does not exceed the combined total, as outlined in paragraph 28.7.13 above.

B. Supplemental Annuity:

Any full-time Employee of this bargaining unit who retires after July 1, 1985, in accordance with the provisions of Chapter 16, Section 16.16 of the "Retirement System" and/or who is approved by the Pension Board for a Disability Retirement and who has ten (10) years of credited service with the City shall receive a supplemental annuity in accordance with the following schedule:

<u>Years of Accumulated and/or Credited Service</u>	<u>Per Month</u>
10-14	\$250.00
15-19	300.00
20-24	350.00
25 & over	400.00

This supplemental annuity, as provided above, shall not be construed as being a part of, or included in, Chapter 16 of the City Code which is entitled "Retirement System". Such

supplemental annuity, therefore, shall NOT be paid as outlined in the following sections of the aforesaid Chapter 16, namely:

- * In the case of deferred retirement, as outlined in Section 16.20;
- * Annuity option, as outlined in Section 16.21(b); and
- * Survivor benefits, as outlined in Section 16.22 and 16.28; and
- * Re-determination of retirement allowances as outlined in Section 16.42.

It is further understood and agreed between the two parties hereto that the supplemental annuity agreed upon herein shall be payable only in the event that the Employee retires under the provisions of Section 16.16 of the Retirement System; i.e., "Normal Retirement" and/or Section 16.23A of the Retirement System, i.e., "Disability Retirement".

Provided, further, that fifty percent (50%) of such supplemental annuity as may be payable in accordance with the aforesaid provisions shall be payable to the spouse of the retired Employee in the event the retired Employee predeceases the spouse who was the spouse of the Employee at the time of the Employee's retirement, was the spouse on the date of death of the retired Employee and such surviving spouse remains unmarried.

Any Employee of this bargaining unit who retires after July 1, 1991, shall be eligible for a cost-of-living allowance adjustment on the supplemental annuity paid to such retiree up to a maximum of two and one half (2.5%) percent per year. The cost-of-living allowance adjustment shall be calculated as set forth in Section 1-21-42 of the Retirement System.

FOR:
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

FOR:
CITY OF GROSSE POINTE WOODS

BY: _____

BY: _____

Its: _____

Its: City Administrator-Clerk

Date: _____

Date: _____

APPENDIX E

MEMORANDUM OF UNDERSTANDING NO. 3-85

between

THE CITY OF GROSSE POINTE WOODS

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

It is hereby mutually understood and agreed that all amendments and/or wording changes as negotiated in this Agreement pertaining to the Retirement System shall be prepared by the City's actuarial firm for approval by both parties prior to the inclusion in the Master Labor Agreement between the Union and the City. The amendments are:

- A. Pop-Up Option: If a member elects Option II or Option III and the member's beneficiary predeceases the member, the retirement allowance would be increased to the amount of unreduced straight life retirement allowance.
- B. Computation of Final Average Compensation (FAC): Decrease the period over which FAC is computed from the best five consecutive years out of the 10 years preceding retirement to the highest four years of service.
- C. City Charter Retirement Provisions Adopted by Reference: Adoption by references the provisions of Chapter 16 of the City Charter entitled "Retirement System", as previously amended by the electorate or through labor negotiations and as may hereinafter be amended through labor negotiations.
- D. 80-Point Plan: One point for each year of age, plus one point for each year of accredited service.
- E. Definition of Compensation: Compensation shall mean a member's annual gross salary or earnings paid by the City for personal services rendered by the member to the City and shall include annual longevity pay, holiday pay, overtime pay and cost-of-living pay, but shall not include any payments for accumulated pay leave or vacation leave after July 1, 1985.
- F. Retirement Allowance COLA: All Employees who previously retired before November 6, 1973, shall begin to receive a retirement COLA allowance, as outlined in Section 16.42 of the Retirement System.

FOR:
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

FOR:
CITY OF GROSSE POINTE WOODS

BY: _____

BY: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX F

SAMPLE
HEALTH INSURANCE ALLOWANCE FORM

DATE YOU WISH COVERAGE TO BE STOPPED: _____

INSURANCE COMPANY PROVIDING COVERAGE THROUGH SPOUSE:

POLICY NUMBER: _____

EFFECTIVE DATE OF THE POLICY: _____

When enrolling in this program, an Employee is eligible for _____ per full month that they obtain coverage through the spouse (paid annually in December).

I understand that this program is voluntary, and that I am required to re-enroll in a City sponsored medical care program if for any reason that I, my spouse or dependents are no longer obtaining the coverage provided through my spouse. I understand that the coverage that I am obtaining through my spouse may not provide the same level of coverage that I obtain through the City and I am releasing the City from all medical debts or claims that may result during the time period that I am without City coverage. I recognize that even though there is an immediate re-enrollment requirement, that there may be a time delay requirement by the care provider before re-enrollment is possible.

DATE: _____ EMPLOYEE: _____