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AGREEMENT

between

THE CITY OF GROSSE POINTE WOODS

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

EFFECTIVE: JULY 1, 1987 - JUNE 30, 1990

Grosse Pointe Woods, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement, entered into as of July 1, 1987, by and between the City of Grosse Pointe Woods, a Municipality in Wayne County, Michigan, hereinafter referred to as the "City", and the Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the "Union."

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the Public Safety Department employees and the City to the public requires that any disputes arising between the Public Safety Department employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Now, Therefore, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

1.0 -- DEFINITIONS

- 1.1 For purposes of this Agreement, definitions shall be as follows:
 - 1.1.1 "Administration" shall mean the City Administrator or his designee.
 - 1.1.2 "City" or "Employer" shall mean the City of Grosse Pointe Woods, Wayne County, Michigan.
 - 1.1.3 "Committeeman", "Committee", shall mean the Collective Bargaining Committee of the Labor Council Michigan Fraternal Order of Police, as recognized in Section 2 of this Agreement.
 - 1.1.4 "President", or "Chairman", shall mean the elected local President of the Labor Council Michigan Fraternal Order of Police.

- 1.1.5 "Union" shall mean the Labor Council Michigan Fraternal Order of Police.
- 1.1.6 "Employees" shall mean those employees at the City of Grosse Pointe Woods who are classified as a Public Safety Officer (Patrol Person).
- 1.1.7 "Department" shall mean the Department of Public Safety of the City of Grosse Pointe Woods.
- 1.1.8 "Management" shall mean the Director of the Public Safety Department, Inspectors, Sergeants, and the City Administrator, or his designated representative.
- 1.1.9 "Shift" shall mean the period for which the employee is scheduled to be present and working.
- 1.1.10 "Seniority" shall mean the last continuous period of employment within the Department of Public Safety.
- 1.1.11 "Seniority Date" shall mean the employee's last date of hire with the Department of Public Safety.
- 1.1.12 "Members" shall mean employees belonging to the Labor Council Michigan Fraternal Order of Police.
- 1.1.13 "Promotional Committee" shall mean the City Administrator and the Director of Public Safety.

2.0 -- RECOGNITION

2.1 Bargaining Unit.

The Employer hereby recognizes the Labor Council Michigan Fraternal Order of Police as the sole and exclusive collective bargaining agency for all Public Safety Officers (described as Employees in Section 1.1.6 of this Agreement) and excluding all civilian personnel and/or any part-time or temporary employees in the matter of wages, hours of work and other conditions of employment.

- 2.2 The Employer shall not enter into any agreements with its employees, individually or collectively, or with any other organization which, in any way, is in conflict with the provisions covered by this Agreement.

3.0 -- REPRESENTATION

- 3.1 The employees shall be represented by a committee of three (3) members, one of whom shall be the Chairman,

who shall be selected in any manner determined by the Labor Council Michigan Fraternal Order of Police membership. There may be alternates appointed in the absence of a regular committeeman. If necessary, the City shall permit three (3) on-duty officers to participate in negotiational meetings without loss of pay. The City may be represented by a committee of three (3) representatives. The City and the Union may have outside representation present.

3.1.1 Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

3.2 Dues Deduction.

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.

3.3 Agency Shop.

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.

4.0 -- NO DISCRIMINATION

- 4.1 There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.
- 4.2 The City and/or the Union shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Union activity, or an employee refraining from Union membership or activity.
- 4.3 The President of the Labor Council Michigan Fraternal Order of Police, or his representative, may represent any bargaining unit member upon the member's request in any action taken against such member.

5.0 -- JOINT RESPONSIBILITIES

- 5.1 No Strike - No Lockouts.
- 5.1.1 There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract; nor during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.
- 5.1.2 Any employee who violates the provisions of paragraph 5.1.1 above, shall be subject to disciplinary action up to and including discharge.
- 5.1.3 The City will not lock out any employees during the term of this Agreement or while in negotiations for a renewed contract.
- 5.1.4 The Union and its members will not interfere with or attempt to interfere with proceedings, the testimony, evidence or cooperation of any member, person, official body or agent or hearing in connection with disciplinary or grievance matters.
- 5.1.5 Recognizing the urgency and importance of decisions and actions in the Public Safety Department, no member of the Union will refuse to obey any order unless it requires obvious disobedience of a law, or ordinance. It is intended that orders will be executed and grievances or wrongs or procedural errors dealt with as provided in this Agreement.

6.0 -- MANAGEMENT RESPONSIBILITY

6.1 It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: the right to decide the number and location of its facilities, stations, et cetera, work functions to be performed, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules, Regulations, and Procedures governing the operation of the Public Safety Department and the employees therein, except when limited by the expressed provisions appearing elsewhere in this Agreement. Provided, however, any modification or change proposed by the City in its departmental rules and regulations which affect the membership of this bargaining unit shall be subjected to the Union President or his designated representative for their recommendations prior to being placed into effect.

6.2 It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, demote or transfer within the Department; and/or lay off employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Provided, however, and unless otherwise mutually agreed upon, all promotions shall be made in accordance with this Agreement as outlined in "Promotional Procedure" for a Public Safety Corporal or Sergeant I. Employees shall have the right to process grievances with Section 8.0 following, if the Union believes the City has violated this Agreement or its Rules and Regulations relating to employment.

7.0 -- PROMOTIONAL PROCEDURE

7.1

PUBLIC SAFETY CORPORAL

Eligibility: Any Public Safety Officer with three (3) years service with the Department of Public Safety who has a valid American Red Cross advanced first aid card and is qualified in the combat shooting course.

Process: The promotional process will include:

1. A written examination -- candidates not passing with minimum grade of 70 in each major section (police and fire) will be disqualified.
2. A proficiency examination -- candidates failing three (3) or more of the items of the proficiency examination will be disqualified. The proficiency examinations will be scored to compare with other portions of the test by assigning score values as follows:

pass five items	100
pass four items	85
pass three items	70
pass two items	disqualified
pass one item	disqualified

Each item in the proficiency examination will be practical in nature requiring demonstration or explanation of skills, equipment, or knowledge of procedures actually used in the department and expected of every public safety officer regardless of duty assignment. Failure to complete three (3) of the five (5) items within the standards set on a pass/fail basis for each item disqualifies the candidate.

3. Written evaluations by supervisory and command officers not on furlough -- candidates receiving a summary evaluation of "not qualified" from three (3) or more of the evaluations or an averaged score less than 70 from all evaluations will be disqualified.

Scoring: Weight of the phases will be:

a. Written examination	60%
b. Proficiency demonstration	15%
c. Written evaluations	25%
	<u>100%</u>

7.2

PUBLIC SAFETY SERGEANT

Eligibility: Any Corporal or Public Safety Officer with five (5) years service with the Department of Public Safety who has a valid American Red Cross Advanced first aid card and is qualified in the combat shooting course.

Process: The promotional process will include:

1. A written examination -- candidates not passing with minimum grade of 70 in each major section (police, fire, supervision) will be disqualified.
2. A proficiency examination -- candidates failing three (3) or more of the items of the proficiency examination will be disqualified. The proficiency examinations will be scored to compare with other portions of the test by assigning score values as follows:

pass five items	100
pass four items	85
pass three items	70
pass two items	disqualified
pass one item.	disqualified

Each item in the proficiency examination will be practical in nature requiring demonstration or explanation of skills, equipment, or knowledge of procedures actually used in the department and expected of every public safety officer regardless of duty assignment. Failure to complete three (3) of the five (5) items within the standards set on a pass/fail basis for each item disqualifies the candidate.

3. Written evaluation by supervisory and command officers not on furlough -- candidates receiving a summary evaluation of "not qualified" from three (3) or more of the evaluations or an averaged score less than 70 from all evaluations will be disqualified.
4. Oral interview -- candidates rated below "acceptable" (70) by two (2) or more of the three (3) oral board members will be disqualified.

Scoring: Weight of the phases will be:

a. Written examination	50%
b. Proficiency examination	10%
c. Written evaluations	20%
d. Oral interview	20%
	<u>100%</u>

7.3

SELECTION AND APPOINTMENT

The candidates successfully completing each phase of the promotional process to the rank for which they are competing shall be notified of their standing by the publication of the aggregate ranking for such vacancy.

The Director of Public Safety shall then select one (1) of the successful competing candidates from the three (3) highest scoring candidates for appointment to the vacancy in rank.

The Director of Public Safety selection shall be subject to recourse through the grievance procedure, as provided in this Agreement.

The appointment will be for a one (1) year probationary period which may be terminated by the Director of Public Safety at his discretion.

A medical examination will be required of the successful candidate to qualify him for promotion. Questionable findings or doubts raised by the examining physician will be resolved by the promotional committee.

Medical rejection by the physician will be accepted by the promotional committee.

In the event that procedural or other problems arise which, in the opinion of the promotional committee, cast doubt on the fairness of the promotional process, all results will be rejected which are affected by such problems and those portions of the promotional process affected will be repeated, or the entire promotional process may be rejected and repeated at a later date.

This promotional procedure is for the existing vacancy only -- there will not be an eligibility list affecting future position vacancies; except that medical rejections of successful candidates for the existing vacancy will cause appointment of the next highest candidate.

8.0 GRIEVANCE PROCEDURE

8.1 Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to the meaning, application or enforcement of this Agreement and/or the Rules, Regulations and Procedures for the Department, it shall be settled in accordance with the grievance procedure as set forth beginning at the appropriate step.

Step 1. Any employee having a grievance shall first take up the matter with his Shift Commander. If not settled within three (3) calendar days (excluding Saturday, Sunday and holidays), it shall be discussed with the President of the Union. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding

Saturday, Sunday and holidays) of the occurrence shall be considered automatically closed, except for extenuating circumstances or as mutually agreed upon by both parties.

Step 2. In the event the grievance is not settled in Step 1, a meeting shall be held between the President and the Director of Public Safety within three (3) calendar days (excluding Saturday, Sunday and holidays) after conclusion of the Step 1 meeting. The decision of the Director of Public Safety shall be given in writing within five (5) calendar days (excluding Saturday, Sunday and holidays) of the end of the meeting (excluding Saturday, Sunday and holidays) unless the time is extended by mutual agreement by both parties.

Step 3. If the Union is not satisfied with the decision at Step 2, the Union, through its President, or his designated representative, may, within five (5) calendar days (excluding Saturday, Sunday and holidays) after date of the decision at Step 2, submit the grievance in writing to the City Administrator, or his designated representative. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within five (5) calendar days (excluding Saturday, Sunday and holidays), it will be considered closed on the basis of the last disposition.

The City Administrator, or his designated representative, shall meet with the President of the Union, or his designated representative, at which time both parties may have outside representation at such meeting; provided, notice of such intent is given the other not less than twenty-four (24) hours in advance of the meeting.

The City Administrator, or his designated representative, will submit within five (5) calendar days (excluding Saturday, Sunday and holidays) of such meeting the Administration's decision in writing to the Union.

Step 4. A. 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.

8.2 Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Union.

8.3 This Agreement shall not deny legal rights provided by law to any employee.

9.0 -- INVESTIGATIONS

9.1 Whenever any complaint or charge shall be brought against an employee from external or internal sources which focus the investigation upon an employee subject to this Agreement, the following procedure shall be adhered to, and the employee shall specifically have the right to representation by the Union at every stage of the proceeding.

The employee shall be given a written notice of the nature of the investigation. Such notice shall set forth the name of the complainant, the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.

- 9.2 Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.
- 9.3 Any order to make a written or oral statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
- 9.4 The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Departmental disciplinary purposes.
- 9.5 Any notice of complaint or charge against an employee will be filed within forty-eight (48) hours after the action is taken (excluding authorized leave days and holidays) except when extenuating circumstances prevail, as may be mutually agreed upon by both parties, in which case the charges shall be filed as soon as possible and will follow Step 1.1 of this section.

10.0 -- ATTENDANCE

- 10.1 The President of the Union, or his designated representative, shall only be paid for time actually lost during working hours while attending to Association business between the employer and employee.

The President, or his designated representative, shall be permitted to leave his job, upon request, and after receiving approval of his immediate commanding officer, for the purpose of attending to Union business. Such representative shall report to his commanding officer upon completion of his business. This right to receive pay for time lost shall not be abused.

11.0 -- NOTICE OF GRIEVANCE

- 11.1 Any notice of grievance involving discharge or suspension must be filed within two (2) consecutive calendar days after the action is taken (excluding authorized leave days and holidays).

Any employee who is reinstated after discharge and/or disciplinary layoff, shall be returned to the same work or work of a similar class at the existing rate of pay, or as may be agreed to by the parties, as the case may be.

12.0 -- NOTICE REQUIREMENTS

- 12.1 All layoff and recall notices and notices of disciplinary and discharge action taken and the reasons therefor shall be in writing and served upon the individual. For the purpose of this Agreement, service of such notice upon the individual shall be effected by personal service of such notice upon the individual or mailing such notice by certified mail to the address of record of the individual. Copy of such notices shall be given to the President of the Union, or his designated representative.

13.0 -- AGREEMENT BINDING

- 13.1 An agreement reached between the Administration and the Union Committee is binding on all officers affected and cannot be changed by an individual.

14.0 -- CONFERENCES

- 14.1 Meetings to discuss and dispose of problems or grievances may be held whenever mutually agreed to between the committee and management. A proposed agenda shall be prepared forty-eight (48) hours in advance of meetings.

15.0 -- PROBATIONARY EMPLOYEES

- 15.1 A new employee shall be on probation without seniority until he has been employed for one (1) year after completion of training and certification as a sworn Police Officer at the end of which period he shall be entered on the department seniority list as of the first day of his employment. An employee may be laid off or terminated at the discretion of the Director of Public Safety without recourse to the grievance procedure during the probationary period. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he had previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

16.0 -- SENIORITY

- 16.1 Each employee, upon the completion of his probationary period, shall be placed on the department seniority list in accordance with Section 15.0.

17.0 -- LAYOFFS

- 17.1 When there is an indefinite reduction of the working forces in the department the following procedure shall govern in making layoffs: (Note -- Nothing herein shall prevent the Union and the City from negotiating reduced working schedules to curtail layoffs).

Employees shall be laid off in the reverse order of seniority, provided those who wish to exercise their seniority must be qualified to perform the work required.

18.0 -- TERMINATION OF SENIORITY

- 18.1 Seniority shall terminate if an employee:
- (1) Quits or retires.
 - (2) Is discharged for just cause.
 - (3) If he is absent for three (3) consecutive work days without notifying the City.
 - (4) If he is absent for three (3) consecutive work days without justifiable reason.
 - (5) Gives a false reason to obtain a leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
 - (6) If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.
 - (7) Separation upon settlement covering total disability.

19.0 -- RECALLS

- 19.1 Recalls shall be made in the reverse order of layoffs, provided the employee is able to perform the work required in the position classification at the time of layoff.

20.0 -- NOTICE OF RECALL

- 20.1 Employees on the seniority list when recalled to work shall be given ten (10) calendar days advance notice in which to indicate in writing or telegram their desire to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.
- 20.2 If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.
- 20.3 It shall be the responsibility of the employee to keep the employer advised of his current mailing address.

21.0 -- ORDER OF RECALL OR LAYOFF

- 21.1 When the employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.

22.0 -- SENIORITY LIST

- 22.1 The City shall keep a true seniority list of all bargaining unit members having seniority rights. Copies shall be given to the Committee once each six (6) months, if requested.

23.0 -- EMPLOYEE ADDRESS

- 23.1 Employees shall notify the City of their proper post office address or change of address, telephone number and changes, and they shall be given a receipt from the City that such notices have been given. The City shall be entitled to rely upon the address and telephone number shown upon its records for all purposes.

24.0 -- RETENTION OF SENIORITY

- 24.1 Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City, shall retain and accumulate his bargaining unit seniority, in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

25.0 -- RETENTION OF SENIORITY

- 25.1 Employees who are elected or selected to a full time assignment with the Union and/or Union or to a political office (excepting a political office within the City of Grosse Pointe Woods) which takes them away from their employment with the employer, shall be granted a leave of absence without pay for a period not to exceed two (2) years or the duration of that assignment, whichever is shorter.

26.0 -- RETENTION OF SENIORITY

- 26.1 Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof, except as may be specifically excluded elsewhere in this Agreement.
- 26.2 An employee on an approved leave of absence shall not lose his ranking for seniority.

27.0 -- LEAVES OF ABSENCE

- 27.1 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.
- 27.2 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, not to exceed three (3) working days, without pay, to attend such, provided that the employer is advised in writing by the Union of such intended absences at least three (3) regularly scheduled working days prior to the start thereof, and provided, further, that no more than two (2) employees shall be allowed time off without pay to attend the aforesaid function.
- 27.3 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 herein above, shall be defined to include only spouse and children of the employee.

- 27.4 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 granted by the employer.
- 27.5 Leave of absence obtained under false pretense shall not protect an employee's seniority and his rights thereto.
- 27.6 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.

28.0 -- SPECIAL ASSIGNMENTS

- 28.1 Assignments of employees covered by this Agreement shall be based on Merit, Qualifications, Ability, Seniority and Education.
- 28.2 Notice of special assignments shall be posted prior to each position opening and the procedure for applying and the selection procedure for the particular position shall be clearly outlined in the notice.

29.0 -- GRIEVANCE OF SPECIAL ASSIGNMENT

- 29.1 Any employee who feels aggrieved in the matter of special assignment will be granted a prompt review by the Director of Public Safety. If the employee is of the opinion that the provisions of Section 28.0 have not been observed in the making of such special assignments, then the employee so aggrieved may have recourse through the Grievance Procedure, as provided in this Agreement.

30.0 -- NEW POSITIONS

- 30.1 If a new position, except as provided in paragraph 30.2 hereof, should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate may 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. The Union will notify the City in writing within thirty (30) days in the event it wishes to negotiate over the pay rate. In such event, the City and the Union shall bargain on the rate of the new classification.
- 30.2 Notwithstanding anything appearing elsewhere herein, the City shall have the exclusive discretion to establish and man any new division within the Department, including the exclusive right to hire, including civilians, assign, transfer, establish all wages and hours of the division for the duration of this Agreement.

31.0 -- HOURS OF WORK AND SCHEDULING

- 31.1 The standard work day shall be eight (8) hours and the standard work week shall be an average of forty (40) hours, provided, however, it is mutually understood that departmental scheduling and shift rotations currently in effect could mean that an employee might work more than forty (40) hours in one (1) week and less than forty (40) hours in another week, depending upon the employee's schedule, leave days, etc.
- 31.2 The Department will provide a work schedule before the fourth day of the preceding schedule for the succeeding month. This schedule shall not be changed, except for position vacancies, and unscheduled or unforeseen work requirements and except as otherwise provided hereinbelow.
- 31.3 It is agreed that the work schedules of employees assigned to specialist duties are subject to rescheduling, as required by the inherent nature of their duties.
- 31.4 Employees rescheduled shall be notified as soon as possible after the new schedule is completed by their Platoon Commander.
- 31.5 Employees called in to work two (2) hours or less prior to the start of their scheduled shift will be permitted to work through their regular shift.

31.6 Special requests for certain leave days shall be submitted in writing to the Platoon Commander before the seventh (7th) day of the preceding month.

31.7 Subject to departmental manpower requirements, members of this bargaining unit shall be permitted to voluntarily trade shift work and/or leave days, provided a request has been made for such to the on-duty shift commander at least forty-eight (48) hours in advance. Special requests for the trading of work and/or leave days may be authorized by this shift commander, at his discretion, upon the prior receipt of such request of not less than eighteen (18) hours before the proposed trade.

It is understood that forty (40) hour employees may not trade shift or leave days (that would require the employee to work a sixteen (16) hour shift) more than four (4) times in any calendar year (January 1-December 31) without prior Department approval.

32.0 -- OVERTIME

32.1 Employees will be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:

- (1) Time worked in excess of eight (8) hours on any shift.
- (2) Time worked on previously scheduled off days.
- (3) When an employee is called back to duty, he shall be paid at a rate equal to one and one-half (1-1/2) times his regular rate for a minimum of two (2) hours in the performance of any duties as may be required.

33.0 -- COURT AND CALL-BACK TIME

33.1 Employees who are scheduled for and do report for Court assignments at Grosse Pointe Woods Municipal Court and/or Grosse Pointe District Court during their off-duty hours shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times their regular rate of pay; employees who are scheduled for and do report for Court assignments other than the aforesaid Courts (including Liquor Control Commission, License Appeal Board) during their off-duty hours shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times their rate of pay; provided, however, any Platoon Three Employee who has worked the immediate previous third shift prior to

such Court appearance shall be paid a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times their regular rate.

- 33.2 Employees who are called back to duty to perform Breathalyzer Tests shall be paid a rate equal to one and one-half (1-1/2) times their regular rate for a minimum of three (3) hours. Provided, however, no such Breathalyzer Tests shall be performed for any other city unless an emergency situation shall prevail.

34.0 -- OVERTIME COMPUTED TO 1/4 HOUR

- 34.1 Employees who work daily overtime will be computed to the nearest one-quarter (1/4) hour.

35.0 -- OVERTIME NOT PYRAMIDED

- 35.1 Overtime shall not be pyramided.

36.0 -- TRAINING TIME

- 36.1 Training during an employee's regularly scheduled working shift shall not constitute overtime.
- 36.2 Employees shall be paid at the rate of one and one-half (1-1/2) their prevailing regular rate for required off-duty training on their scheduled days off.
- 36.3 Employees shall be paid at their regular prevailing straight time rate, plus double (2x) time for all hours required off-duty training on a designated holiday.
- 36.4 There shall be no overtime or other additional compensation while an employee is assigned to schools, seminars and special courses outside of the Department.

37.0 -- OVERTIME DISTRIBUTION

- 37.1 Every effort shall be made by the employer to equalize overtime within each fiscal year for Fire Division and Police Division, except for specialists performing their duties.
- 37.1.1 A rotating list shall be maintained by the employer to help equalize the distribution of all overtime within each division, i.e., Fire and Police, except for specialists performing their duties.

- 37.1.2 These lists shall be posted on the Union's bulletin board and/or made available to all employees.
- 37.1.3 These lists will run continuously for each fiscal year. At the beginning of the new fiscal year, these lists shall revert back to zero (0) overtime for each employee.
- 37.1.4 New employees shall be credited with the average amount of overtime computed from the lists and shall be entered on the overtime lists on the date of their confirmation of employment.
- 37.1.5 The lists shall show refusals and acceptances in hours worked for shift call back, minimum shift strength emergencies, but shall exclude shift carryover. Employees on vacation will only be called for regular overtime if prior to their vacation they submit a written request for consideration of same. Employees submitting such a request will be charged for a refusal if called and overtime is declined.
- 37.1.6 When more than twenty-four (24) hours are available for overtime assignment, mandatory overtime shall be assigned to the available employee with the lowest seniority with the needed skills after all other available members have refused, except in emergencies.
- 37.2 When less than twenty-four (24) hours are available to assign overtime, the following procedure shall be used:

STEP A Employees working the preceding shift for which manpower is required shall be given first choice to fulfill the overtime need. The on-duty employee with the least amount of accumulated overtime and possessing the necessary skills shall be afforded the first opportunity to work overtime. In the event the employee with the least amount of overtime refuses, the employee with the second least amount of overtime shall be afforded the overtime. This procedure will be followed until an employee accepts the overtime or the entire shift refuses the overtime. Refusals by on-duty employees shall not be recorded on the overtime list.

STEP B In the event the overtime is still required, the Platoon Commander shall attempt to allot the overtime to an employee of the shift for which manpower is required, who is either on leave or vacation (as provided in Section 37.1.5). Again, the procedure shall be to begin with the employee possessing the least amount of overtime and working up to the member with the largest amount of accumulated overtime.

STEP C If overtime is still available, an attempt shall be made to allot same to specialists. Specialists shall not be required to work mandatory shift overtime, except for emergencies.

STEP D The overtime shall now be considered mandatory and the Platoon Commander shall begin calling employees from the overtime list beginning with the employee with the least amount of overtime. After the third unsuccessful attempt or refusal, the available employee with the lowest seniority shall be ordered in to work the overtime.

38.0 -- ATTENDANCE

- 38.1 Employees shall observe the working hours established by the City.
- 38.2 Regulations pertaining to tardiness are established by the Departmental Rules and Regulations.
- 38.3 Habitual tardiness may be cause for disciplinary action, up to and including discharge.
- 38.4 Any absence that is not authorized, including failure to appear for court dates, under the provisions of the rules of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. An employee who absences himself for three (3) consecutive scheduled work days without authorization shall be deemed to have resigned.
- 38.5 Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the Rules, Regulations and Procedures for the Department.
- 38.6 If an employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor on duty shall be notified at least one (1) hour beforehand, unless prevented from doing so by reasons beyond his control. Failure to do so may result in disciplinary action.
- 38.7 A continuing balance of each employee's vacation and illness allowance will be kept in the City Comptroller's records.
- 38.8 All employees of this bargaining unit shall be included in the overtime distribution list as set forth in Article 37, and shall be subject to callback overtime.

39.0 -- HOLIDAY LEAVE

39.1 There shall be eleven (11) paid holidays observed by all full time employees within this bargaining unit. All members of the bargaining unit will receive pay for eleven (11) holidays per year at the employee's base rate of pay; provided, however, that effective July 1, 1986, the number of paid holidays shall be increased to 12. These holidays shall be:

New Year's Day (January 1)	1
Washington's Birthday	1
Easter Sunday	1
Memorial Day	1
Independence Day (July 4)	1
Labor Day	1
Columbus Day	1
Veterans' Day	1
Thanksgiving Day	1
Christmas Eve	1
Christmas Day	1
New Year's Eve	<u>1</u>

Total: 12

Each employee will be paid once a year for said holidays in a lump sum payment. Employees shall receive payment for said holidays on the second pay period in May annually. This check will be a separate check from their regular pay check.

39.2 Employees who are scheduled to work on a designated holiday will be paid at their regular prevailing straight time rate for all hours worked plus an additional eight (8) hours pay or pro rata thereof.

39.3 Employees who are scheduled off on any one of the designated holidays will receive straight time pay at their regular prevailing rate.

39.4 Employees who are scheduled off and who work any of the above designated holidays will be paid at their regular prevailing straight time rate for all hours worked plus an additional eight (8) hours pay or pro rata thereof plus a rescheduled leave day or pro rata thereof prior to the end of the following calendar month.

39.5 Employees on a paid sick leave on the day a designated holiday is observed, shall receive the holiday pay herein provided.

39.6 Employees on layoff on the day that a designated holiday is observed shall not receive pay for such holiday.

- 39.7 Employees who are on vacation on the day a holiday is observed shall receive an additional day's pay.
- 39.8 For all the purposes herein "day of observance" of a designated holiday shall be the actual day of observance as determined by the National Government. For example, if the holiday falls on Sunday and the holiday is observed nationally on Monday, the day of observance for all purposes herein shall be Monday. On such occasion, Sunday shall not constitute a holiday.
- 39.9 Holidays herein shall be deemed to start at 7:00 a.m. on the day of observance of the holiday and shall end twenty-four (24) hours later. Such twenty-four (24) hours and only those hours shall constitute the holiday hours.
- 39.10 The Director of Public Safety shall have sole discretion as to the number of employees to be scheduled to work or to have the day off on any of the designated holidays.

40.0 -- VACATION LEAVE

- 40.1 Vacations shall be as follows:
- (1) Upon the completion of one (1) year of satisfactory service, the initial vacation leave shall be prorated from the date of the employee's employment to the next June 1, which shall become the starting point for the employee's anniversary date for computation of vacation leave.
 - (2) All full time employees of this bargaining unit with less than ten (10) years of continuous service shall earn and be entitled to vacation leave, with pay at the rate of twenty-two (22) working days per year following the initial proration of such as outlined in paragraph (1) of this section.
 - (3) All full time employees of this bargaining unit upon the completion of ten (10) years of continuous service shall earn and be entitled to vacation leave, with pay, at the rate of twenty-five (25) working days per year following the initial proration of such as outlined in paragraph (1) of this section.
 - (4) All full time employees of this bargaining unit upon the completion of fifteen (15) years of continuous service shall earn and be entitled to vacation leave, with pay, at the rate of twenty-seven (27) working days per year following the

initial proration of such as outlined in paragraph (1) of this section.

- (5) (Effective July 1, 1986:) All full time employees of this bargaining unit upon the completion of twenty (20) years of continuous service shall earn and be entitled to vacation leave, with pay, at the rate of thirty (30) working days per year following the initial proration of such as outlined in paragraph (1) of this section.
- (6) Vacations shall be awarded in two (2) vacation periods as follows:
 - (a) Summer vacations shall be ten (10) vacation days and not less than four (4) leave days, picked by rank and seniority within the uniform patrol division, and awarded in the months of June through October.
 - (b) Winter vacations shall contain the balance of vacation days owed each employee and not less than four (4) leave days, picked by rank and seniority with not more than three (3) employees on vacation at one time, and awarded in the months of November through May.
- (7) Vacations shall be taken within the twelve (12) month period in which earned; namely, from June 1 through the following May 31 annually, unless extension of the time for use is requested in writing by the employee, recommended by the Director of Public Safety and approved by the City Administrator.
- (8) 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.
- (9) 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 (8) above.

41.0 -- VACATION SCHEDULES

- 41.1 Vacations may be scheduled back-to-back at the start and end of the winter and summer vacation schedules if the individual has sufficient rank and seniority or can make appropriate arrangements with those who do. Requests to combine summer and winter vacations into one vacation taken during the winter or summer vacation period will be honored within the limits of rank and seniority and the practicalities of scheduling and need for on-duty manpower.

Individual scheduling of vacations shall be in accordance with departmental policy and at the discretion of the Director of Public Safety.

42.0 -- VACATION DAYS -- CANCELLATION OF

- 42.1 When emergencies or other conditions require cancellation of vacation days, the overtime paid according to the prevailing overtime payment policies shall be the entire compensation and there will be no rescheduling of the days cancelled.

43.0 -- VACATION - DISABILITY LEAVE

- 43.1 A vacation scheduled during a period of disability leave will be deferred and taken after returning to duty.

44.0 -- SICK LEAVE

- 44.1 Sick leave shall be 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:

Effective July 1, 1984	120 days accumulation
Effective July 1, 1985	90 days accumulation
Effective July 1, 1986	75 days accumulation

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

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

- (1) Absence of an employee due to personal illness, consultation with doctors and other health reasons shall be charged to accumulated sick leave provided that, (a) the employee, or someone on the employee's behalf, has notified his department or division head or immediate supervisor of the illness at least one (1) hour prior to the beginning of the regular work period to which the employee is assigned, and (b) the employee, upon returning to work can substantiate the claim of personal illness during the period of absence. Failure to comply with this requirement may result in the disqualification of the employee from sick leave payment, unless due to extenuating circumstances beyond the control of the employee.
- (2) A certificate of illness, prepared by a licensed medical doctor, or other suitable proof of illness may be required for any absence of three (3) or more consecutive working days on account of illness and, provided further, that the City Administrator may require a certificate of illness for any absence of three (3) or more consecutive working days on account of illness and, provided further, that the City Administrator may require a certificate of illness for any absences of shorter duration caused by illness. All sick leaves shall be subject to such verification as the City Administrator may see fit to require, including examination by a physician designated by the City Administrator.
- (3) Whenever a physician shall be called upon by the City Administrator to verify a sickness (under the above stated provisions or any other services required hereunder), the cost thereof shall be at the expense of the City.
- (4) Any absence for which a required certificate of illness, or other suitable proof of illness has not been submitted, shall be considered "absence without leave" and shall result in loss of compensation for such period of absence.
- (5) Sick leave may not be granted in anticipation of future service. Holidays falling within a period of sick leave shall not be counted as sick leave. Sick leave shall not be charged against an employee's current sick leave in the amounts of less than one-half (1/2) day.
- (6) Any employee who reports for work and leaves because of sickness during his tour of duty shall not be charged any sick time loss if he works more

than a five (5) hour period. Should the employee leave before he completes three (3) hours of the shift, he shall be charged with one (1) sick day; likewise, should the employee complete more than three (3) hours of the shift, he shall be only charged with a half (1/2) sick day.

- (7) Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
- (8) Members of the Union shall be permitted to donate one or more earned vacation days to another member of the Union, who is on medical leave due to extended injury or illness, provided, however, that the following situation exists:
 - (a) The member of the Union who is on medical leave has utilized all of his sick leave and personal leave reserve, as well as any earned vacation time.
 - (b) The member of the Union 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 so donating any day or days for the benefit of another Union member.
- (9) Any employee shall have the privilege of converting, on an annual basis, three (3) days of his accumulated sick leave into emergency or personal leave to deduct such emergency or personal leave from his total accumulated sick leave time. Insofar as possible, all such personal and emergency leave requests shall be filed with the employee's immediate supervisor at least twenty-four (24) hours prior to the date that such time is to become effective.
- (10) 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 salary, 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 salary for fifty percent (50%) of his unused accumulated sick leave days.

(c) At the time of retirement, each regular full time employee within the bargaining unit shall have the amount of twenty-five percent (25%) of his unused accumulated sick leave days, at his current wage rate, calculated and the City shall purchase a paid-up life insurance policy in the face amount equal to such twenty-five percent (25%) of unused accumulated sick leave days for the employee.

(d) 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.

(11) 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.

45.0 -- INCENTIVE

45.1

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.

46.0 -- SICK LEAVE RECORDS

- 46.1 At the close of each 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.

47.0 -- HOSPITALIZATION

- 47.1 All regular full time employees of the bargaining unit shall be provided with group life, health and accident and hospitalization and surgical insurance and the dependents of such employees shall be covered by hospital and surgical benefits; all of the above shall be defined to include only the employee's spouse and all children up to and including eighteen (18) years of age, provided, however, the City shall pay hospitalization premium for qualified dependents. The employer shall maintain the following health care coverage for each member of this bargaining unit; namely:

Blue Cross-Blue Shield MVF1 or Equivalent (equal or better than present coverage):

- (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.

Effective September 21, 1988, the foregoing health insurance coverage shall be subject to the following provisions:

- (a) Mandatory second opinion;
- (b) Predetermined surgical cost (Predetermination).

Co-Op Eye Care

Co-op Optical Plan A or its equivalent.

Dental 75/25 - Delta:

- (a) Increased maximum from \$600 to \$1,000 per year per each member and/or dependents;
- (b) Orthodontic Benefits: 50/50 co-pay; \$1,000 life-time maximum per each member and/or dependents.

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

Blue Cross-Blue Shield - MCF1:

- (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.

47.3 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.

47.4 Health Care Coverage for Spouse and Minor Children of Deceased Employee (effective upon ratification of contract):

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.

48.0 -- LIFE INSURANCE

48.1 The employer shall provide life insurance with double indemnity (accidental death and dismemberment) for all full time members of the bargaining unit in accordance with the following schedule:

- (a) \$10,000 - \$15,000 annual base wage \$10,000
- (b) \$15,001 - \$20,000 annual base wage \$20,000
- (c) \$20,001 - \$25,000 annual base wage \$25,000
- (d) \$25,001 - \$30,000 annual base wage \$30,000

Effective July 1, 1989, the schedule will be revised to provide as follows:

- (a) \$10,000 - \$15,000 annual base wage \$20,000
- (b) \$15,001 - \$20,000 annual base wage \$35,000
- (c) \$20,001 - \$25,000 annual base wage \$40,000
- (d) \$25,001 - \$30,000 annual base wage \$45,000

49.0 -- WORKER'S COMPENSATION

49.1 Provisions of Worker's Compensation laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty.

50.0 -- LONGEVITY

50.1 "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.

51.0-- LONGEVITY - HOW DETERMINED

51.1 All regular full time employees receiving longevity pay shall count their continuous service from the date of their last regular full time employment with the City. In instances where the employee has separated from the City's employment for one or more of the following reasons, after which returns to employment with the City without delay upon being called back to work, his prior service shall be included with his present service for computing pay due when separation was caused by:

- (1) Service in the Armed Forces of the United States, following which the employee returned directly to the City without accepting employment elsewhere, not, however, exceeding the initial enlistment or the duration of service in a declared war.

- (2) Illness or disability suffered while a regular full time employee of the City.
- (3) Laid off by the City due to lack of work, lack of funds, or for reasons beyond his control not to exceed thirty-six (36) months.

52.0 -- LONGEVITY - SUBJECT TO

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

53.0 -- LONGEVITY - WHEN AND HOW PAID

53.1 Longevity benefits shall be paid annually on or before the 2nd Wednesday in the month of December. Where an employee's service is terminated for any reason prior to December 1 of any year, longevity shall be prorated to the nearest full calendar month completed. Longevity payments shall be paid in accordance with the following schedule:

- (1) \$200.00 annually for each employee who shall have completed five (5) years of accumulative service.
- (2) \$500.00 annually for each employee who shall have completed ten (10) years accumulative service.
- (3) \$700.00 annually for each employee who shall have completed fifteen (15) years of accumulative service.
- (4) \$800.00 annually for each employee who shall have completed twenty (20) or more years of accumulative service.

Effective July 1, 1989:

- (1) \$200.00 annually for each employee who shall have completed five (5) years of accumulative service.
- (2) \$500.00 annually for each employee who shall have completed ten (10) years accumulative service.
- (3) \$800.00 annually for each employee who shall have completed fifteen (15) years of accumulative service.
- (4) \$1,000.00 annually for each employee who shall have completed twenty (20) or more years of accumulative service.

54.0 -- CLOTHING ALLOWANCE AND ISSUE AND EQUIPMENT

- 54.1 Each employee will be credited with a uniform allowance of \$400.00 annually, to be applied primarily to the purchase and/or replacement of necessary on-duty public safety clothing and equipment.

55.0 -- CLOTHING ALLOWANCE - BALANCE OF

- 55.1 The City will furnish each employee a list showing the balance of their uniform allowance each July.

56.0 -- CLOTHING ALLOWANCE - REPLACEMENT OF ITEMS

- 56.1 The City will repair or replace any uniform and personal items (such as watches, glasses, et cetera) broken, damaged or lost in the line of duty, without the negligence of the employee, up to one hundred and fifty dollars (\$150.00) per item.

57.0 -- CLOTHING ALLOWANCE - EQUIPMENT SUPPLIED

- 57.1 The following equipment shall be furnished by the Department of Public Safety:

Badges, Insignia of rank and identification
Service revolver or automatic pistol
Uniform belt
Baton and riot baton
Cartridge case
Flashlight, batteries and bulbs
Handcuffs, case and key
Raincoat
Whistle
Holster
Firecoat
Fire helmet
Fire boots
Fire gloves
Department building key
Riot helmets

- 57.2 In the event that the Director of Public Safety makes a change in the type of uniform required, the first purchase cost shall be assumed by the City.

- 57.3 The City will provide shotgun racks in each patrol car and installation of such shotgun racks will be made in the front seat area. The City will provide appropriate ammunition for each shotgun.

57.4 The City will provide and issue eighteen (18) rounds of service revolver ammunition each calendar year with factory loaded ammunition.

58.0 -- LUNCH TIME

58.1 Each Public Safety Officer shall be entitled to thirty (30) minutes for lunch during his eight (8) hours tour of duty, unless in the case of an emergency.

59.0 -- COFFEE BREAK

59.1 Each employee shall be entitled to a fifteen (15) minute break period during the first half of his shift and a fifteen (15) minute break period during the second half of his shift unless an emergency or urgent service needs shall prevent.

60.0 -- BULLETIN BOARD

60.1 The City shall provide a bulletin board of adequate size to the Union for the posting of Union business. This board shall be located in the Squad Room or Locker Room in an area acceptable to the Union.

61.0 -- BULLETIN BOARD - MATERIAL TO BE POSTED

61.1 Material shall not be posted on the bulletin board which would tend to cause visitors to the Department to think less of the Department or its members or any individual member, or prejudicial to good order or discipline.

62.0 -- DISABILITY LEAVE - WHEN GRANTED

62.1 A "Disability Leave" without loss of earned sick leave may be granted to an employee who has a service-connected injury or disability incapacitating the employee from performing the duties and requirements of his position held with the City.

63.0 -- DISABILITY LEAVE - WHEN APPLIED FOR

63.1 A "Disability Leave" may be applied for by an employee of the City for a service-connected injury or disability under the following regulations:

- (1) Application to be made, in writing, to the City Administrator advising of all of the pertinent facts which are the basis for the application.
- (2) The City Administrator, 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.
- (3) 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.

64.0 -- DISABILITY LEAVE - SUBJECT TO

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

- (1) The employee shall have suffered a service-connected injury or disability incapacitating the employee from the performance of the duties of his employment by the City.
- (2) The employee shall have applied for and shall be receiving compensation therefor under the Michigan Workmen's Compensation Insurance Act.
- (3) The employee shall be required to be under the care of the City Physician during the first sixty (60) days of his injury or disability and shall submit to such physical examinations, treatments and recommendations as the City Physician may prescribe, provided that the employee may have a physician of his own choosing to be in consultation with the City Physician in connection with such examinations, treatments and recommendations.
- (4) The City Administrator 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 City Administrator 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 Section 63.1(3) above.

65.0 -- DISABILITY LEAVE - TERMINATION OF

- 65.1 The disability leave shall terminate upon a written finding, by the City Administrator, a copy of which shall be delivered to the employee, upon the determination that any of the following occurrences have taken place:
- (1) When the payment of compensation ceases under the Michigan Workmen's Compensation Insurance Act; or
 - (2) When the employee is retired under the provisions of Chapter 16 of the City Charter (Retirement System); or
 - (3) When the employee shall discontinue his employment with the City; or
 - (4) Upon certification, by the City Physician, that the employee is physically able to return to his regular duties with the City 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 regular duties.

66.0 -- DISABILITY LEAVE - APPEAL OF

- 66.1 An appeal from any such findings may be taken and processed as provided in Section 63.1(3) above.

67.0 -- DISABILITY LEAVE - COMPENSATION

- 67.1 The compensation paid by the City to any employee granted a disability leave during the period therefor, shall represent the amount of the employee's salary or wages which he received at the time of the commencement of such "leave", plus increases periodically allotted to the employee's classification, less the amount the employee shall receive for benefits under the Michigan State Workmen's Compensation Insurance Act, together with the compensation received by the employee from any gainful employment.

68.0 -- DISABILITY LEAVE - LEGAL LIABILITY OF

- 68.1 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 City, to pay damages to such employee or his dependents or their personal representatives, the rights and

benefits which are available and accrue to the employer as provided in Section 15, Part III of Act No. 10 of the Public Acts of the State of Michigan for 1912 (First Extra Sessions, as amended by Section 17.189 M.S.A.) shall inure to the benefit of the City. No employee shall settle or waive any such claim for damages without the written consent of the City Administrator.

69.0 -- DISABILITY LEAVE - BENEFITS ADJUSTED

- 69.1 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.

70.0 -- DISABILITY LEAVE - RE-NEGOTIATION OF

- 70.1 In the event the provisions as hereinbefore set forth are significantly amended, revised or repealed by the City Council, this Section (Disability Leave) shall be subject to re-negotiation.

71.0 -- FUNERAL LEAVE

- 71.1 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 for every such occurrence:

Husband	Step-children
Wife	Mother
Children	Father

- 71.2 In the event of the death of one of the following listed relatives of an employee, the employee may 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 for every such occurrence depending upon the employee's relationship and responsibility for funeral arrangements:

Step-Mother	Mother-in-law
Step-Father	Father-in-law
Sister	Sister-in-law
Brother	Brother-in-law

Grandparents of husband or wife
Grandchildren

- 71.3 Provided, further that upon proper verification by the employee to the employer that the funeral services for any such relative, as included in paragraph 71.2 hereinabove, are to be held at a place located more than 300 miles away 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.
- 71.4 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.

72.0 -- OUTSIDE EMPLOYMENT

- 72.1 Private employment during off time may be permitted in the cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to perform his duty of employment within the City. Employees who wish to accept outside employment shall receive prior approval from the Director of Public Safety.

73.0-- PARK PERMITS

- 73.1 Upon retirement, each former employee shall receive a regular permit for himself and his immediate family and be afforded the opportunity to rent a boat dock space in accordance with the City ordinance governing same at this time.

74.0 -- SAFETY AND SANITARY CONDITIONS

- 74.1 The City agrees to provide sanitary, safe and healthful station quarters. The City will provide adequate and suitable first aid facilities.
- 74.2 Employees covered hereby, in the performance of their jobs, shall use safety devices and protective equipment which shall be furnished to them hereunder and will comply with the safety, sanitary, and fire regulations issued by the City.

75.0 -- HEALTH EXAMINATIONS AND REQUIREMENTS

- 75.1 Each employee covered by this Agreement must maintain a medically acceptable personal fitness commensurate with the duties and requirements of the position he 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 up to and including discharge.

76.0 -- PAY PERIOD

- 76.1 All employees are to be paid by check every other Wednesday. Checks will be available to the Director of Public Safety insofar as possible at noon on such Wednesday. Each employee shall be paid his scheduled bi-weekly amount, plus overtime worked through the preceding Saturday.
- 76.1.1 Insofar as possible, if the scheduled payday shall fall upon a holiday, payment shall be made the day prior to the holiday.

77.0 -- COST-OF-LIVING BONUS

- 77.1 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 from 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 a \$0.01 per hour, as a cost-of-living bonus, for each hour worked during the current twelve (12) month period.

Provided however, that the maximum cost-of-living bonus paid annually shall not exceed a total of One Thousand Two Hundred Dollars (\$1,200.00) (effective July 1,

1989, One Thousand Three Hundred and Thirty Dollars (\$1,330.00) for any of the twelve (12) month period that such cost-of-living bonus is computed.

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
<u>4.60</u> = 15.33 = \$0.15 x hours worked.		
<u>.3</u>		

78.0 -- RETIREMENT SYSTEM IMPROVEMENTS -
RETIREMENT ALLOWANCE OPTION

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

79.0 -- INSURANCE

79.1 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.

80.0 -- MISCELLANEOUS PERSONNEL POLICY

80.1 Personnel Record.

It is agreed that an employee's personnel record shall be reviewed after thirty-six (36) months of satisfactory service and all disciplinary matters appearing therein shall be destroyed; nor shall any prior disciplinary action of more than thirty-six (36) months duration be adversely used in any subsequent disciplinary action.

80.2 Residency Boundaries.

Members of this bargaining unit shall be permitted to have unlimited residence boundaries.

80.3 Starting Salary.

It shall be the prerogative of management to set the starting salary and the subsequent salary range increases for the four (4) year new recruit increments.

80.4 Attendance at Union Meetings.

Any Public Safety Officer who shall be assigned stand-by station duty may be allowed to attend Union meetings which are held within departmental quarters, subject to the approval of his shift commander.

80.5 Education and/or Experience Requirements.

All Public Safety Officers shall have completed two (2) years of college from a recognized and accredited college or university or shall have attained five (5) years of practical police experience by December 31, 1975.

80.6 Continuing Education.

The employer shall encourage any employee of this bargaining unit to continue his 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; provided, further, that with respect to any employee hired after July 1, 1987, all such educational courses shall be limited to courses leading to a degree in criminal justice and/or fire science.
- (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 educational 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 (3) days after the receipt of a request for reimbursement and verification of same.

80.7 Master Copy of Agreement.

It is agreed that the employer shall furnish one (1) master and indexed copy of the new Agreement containing all amendments thereto for the purpose of the Union utilizing the employer's equipment and material to duplicate sufficient copies of the aforesaid Agreement for distribution to its members.

80.8 The City shall provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against members of this Union alleging any act committed while said member was in the good faith performance of his/her duties.

80.9 The City shall prepare and publish a booklet which describes the benefits of the retirement system and includes 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.

80.10 All personnel records which include home addresses, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the City or the Department or upon the written authorization of the member involved.

80.11 Jury Leave:

Any full-time Employee of this bargaining unit who is required to serve on jury duty shall be given 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 of the Employer of an official statement setting forth the amount of pay earned for the said jury duty.

81.0 -- MAINTENANCE OF CONDITIONS

81.1 No member of this bargaining unit shall suffer any reduction in benefits set forth in this Agreement as a consequence of the execution of this Agreement unless otherwise specifically provided for in this Agreement or in a written agreement signed by the parties authorized representatives. The parties further agree that all provisions of the City Charter, City ordinances and resolutions of the City Council which are not inconsistent with the provisions of this Agreement and which relate to the members of this bargaining unit, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

82.0 -- SEPARABILITY

82.1 This Agreement is subject to the laws of the State of Michigan and, in the event that any provision of this Agreement, at any time, be held in contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

83.0 -- WAIVER AND COMPLETE AGREEMENT

- 83.1 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.

84.0 -- DURATION

- 84.1 This Agreement shall be effective from and after July 1, 1987, and shall remain in force and effect up to and including 11:59 p.m. on June 30, 1990.

84.2 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.

84.3 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, 1987, and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 1990.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 22 day of August, 1988.

FOR
LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

BY: *Kevin J. Smith*

Its: Field Representative

BY: *Thomas Burke*

Its: Bargainer

BY: *John M. Harwood*

Its: _____

BY: *Steven E. Bachlund*

Its: Bargainer

FOR
CITY OF GROSSE POINTE WOODS

Leon D. Tree

Its: Mayor

BY: *Chet Ritten*

Its: City Administrator-Clerk

APPENDIX A

SALARY SCHEDULE FOR PUBLIC SAFETY OFFICERS

EFFECTIVE July 1, 1987

BASE SALARY

Step A - Beginning (after completion of recruit school)	\$28,358
Step B - 12 Months	\$29,134
Step C - 24 Months	\$30,169
Step D - 36 Months	\$31,411
Step E - 48 Months	\$32,653

A retroactive payment, based upon the prior salary rates and the new rates set forth above, will be paid for all hours paid between July 1, 1987, and the implementation of the new salary schedule. The retroactive payment will be made within thirty (30) days after the new contract is ratified by both principal parties.

EFFECTIVE July 1, 1988

Step A - Beginning Salary (after completion of recruit school)	\$29,209
Step B - 12 Months	\$30,008
Step C - 24 Months	\$31,074
Step D - 36 Months	\$32,353
Step E - 48 Months	\$33,633

EFFECTIVE July 1, 1989

Step A - Beginning Salary (after completion of recruit school)	\$30,377
Step B - 12 Months	\$31,208
Step C - 24 Months	\$32,317
Step D - 36 Months	\$33,647
Step E - 48 Months	\$34,978

MEMORANDUM OF UNDERSTANDING NO. 1-85
between
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 is (1) in the employ of the City, (2) has ten (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 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 16.25. This section shall be subject to Section 16.24.

Duty Disability - Special Provisions:

Section 16.24: (a) The provisions of paragraph (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.

MEMORANDUM OF UNDERSTANDING NO. 2-85
between
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 40, paragraphs (8) and (9) shall read as follows:

(8) 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.

(9) 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 (8) 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 and over	400.00

This supplemental annuity, as provided above, shall not be construed as being a part of, or

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 25 or more years of credited service and has attained or 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 cov-

ered 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 retirement 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. 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.

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

Offsets:

Section 1-21-27. 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.

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 disability ~~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 1-21-21 (b).

(b) A pension equal to the weekly workmen's compensation, converted to a monthly basis, granted his widow shall be paid her, if he 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 percent (effective July 1, 1989 - 50 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 termi-

nation 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 widow 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 retiree 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 retirees and benefi-

ciaries, 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