

7450

6/30/93

CC

LABOR AGREEMENT

between

CITY OF HAZEL PARK

and

THE HAZEL PARK POLICE COMMAND OFFICERS

Fraternal Order of Police

State Lodge of Michigan, Labor Council

July 1, 1990 - June 30, 1993

CC

*Hazel Park, City of*

✓

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition . . . . .	1
2	Union Activities . . . . .	3
3	Management Responsibilities . . . . .	4
4	Seniority . . . . .	5
5	Hours of Employment . . . . .	5
6	Hospitalization . . . . .	6
7	Dental Coverage . . . . .	6
8	Optical Coverage . . . . .	7
9	Worker's Compensation . . . . .	7
10	Life Insurance . . . . .	9
11	Holidays and Holiday Pay . . . . .	9
12	Personal Leave Days . . . . .	9
13	Vacation . . . . .	10
14	Longevity Pay . . . . .	11
15	Overtime . . . . .	12
16	Departmental Rules . . . . .	14
17	Civil Services Rules . . . . .	14
18	Grievance Procedure . . . . .	15
19	Sick Leave . . . . .	16
20	Funeral Leave . . . . .	18
21	Uniforms & Cleaning . . . . .	18
22	Educational Benefits . . . . .	19
23	Shift Premium . . . . .	19
24	Permanent Shifts . . . . .	19
25	Wages . . . . .	19
26	Cost of Living . . . . .	20
27	Retirement Plan Modifications . . . . .	21
28	Food Allowance . . . . .	24
29	Jury Duty . . . . .	24
30	Selection of Days Off . . . . .	25
31	Residency . . . . .	25
32	Defense and Indemnification . . . . .	25
33	Term of Agreement . . . . .	26

AGREEMENT BETWEEN  
THE CITY OF HAZEL PARK

and

THE HAZEL PARK POLICE COMMAND OFFICERS  
FRATERNAL ORDER OF POLICE  
State Lodge of Michigan, Labor Council

---

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, between the City of Hazel Park, a Municipal Corporation, hereinafter referred to as the "City" or "Employer," and the Hazel Park Police Command Officers, hereinafter referred to as "Employee" or "Local Union," for the purpose of achieving efficiency and the promotion of harmonious relations between the Parties.

ARTICLE ONE  
RECOGNITION

Section 1. Employees Covered. Pursuant to and in accordance with all the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Hazel Park does hereby recognize the Hazel Park Police Command Officers, F.O.P., State Lodge of Michigan, Labor Council as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all Sergeants and Lieutenants hereinafter referred to as "Command Officers" of the Department.

Section 2. Other Agreements. The Employer will not aid, promote, nor finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Hazel Park Police Command Officers, F.O.P., State Lodge of Michigan, Labor Council.

Section 3. Union Security and Check-off.

- a. The Employer agrees to deduct membership dues each month from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the (current/succeeding) month, after such deductions are made. This

authorization shall be irrevocable during the term of this Agreement.

b. Authorization for Payroll Deduction.

BY: \_\_\_\_\_  
Last Name First Name Middle Name

TO: \_\_\_\_\_  
Employer Department

EFFECTIVE DATE: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

c. Union Security Clause.

Each Employee who, on the effective date of this Agreement is a member of the Union, shall as a condition of employment, maintain his membership in the Union.

Each Employee hired on or after the execution of this Agreement, shall as a condition of employment, become a member of the Union 180 days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

d. Exception to the above condition; however, shall recognize that any Employee may exercise their choice of the following alternate condition. In lieu of Union membership, any Employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged

within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided; however, that this requirement as to Employees applies only to those Employees within the classifications noted in Article One. This shall not apply to Police Officers employed on or before the date of this Contract.

## ARTICLE TWO UNION ACTIVITIES

Section 1. In general, the Employees of Hazel Park Police Department shall have the right to join F.O.P. State Lodge of Michigan, Labor Council, Hazel Park Police Command Officers and to engage in lawful, concerted activities for the purpose of collective bargaining, or their mutual aid and protection or to express or communicate any view through the grievance procedure herein established, free from any and all restraint, coercion, discrimination, or reprisal by the City of Hazel Park.

Section 2. Release Time. Officers and other representatives of the Local Union may be afforded a reasonable time without loss of pay to pursue the enforcement of this Agreement by the processing of grievances with approval of the Captain or Chief.

Section 3. Bulletin Boards. The Local Union shall be provided a suitable bulletin board in the Police Squad Room for the posting of Local Union notices or other material. No material of a vulgar, profane, or derogatory nature shall be posted on the bulletin board.

Section 4. Meeting. The Local Union may schedule meetings in the Police Department Squad Room provided such meetings are not destructive of the duties of the Employees or the efficient operation of the Department, provided said meetings are approved in advance by the Police Chief, subject to veto by the City Manager, for just reason.

Section 5. The Local Union shall be represented in all negotiations by their representatives who will be selected in accordance with the rules of the Local Union. The Local Union will furnish the City the names of its authorized representatives, members of its Grievance Committee, and such changes that may occur from time to time in such personnel so that the City at all times may be advised as to the authority of the individual representatives of the Local Union with which it may be dealing. The City, in turn, through its City Manager, keep the Local Union advised as to its representatives and any changes thereto.

Section 6. Under no circumstances during the term of this Contract will the Local Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in, or slow-down, at any locations or on property of the City or any curtailment of work or restriction of production or interference with the operations of the City, during the term of this Agreement. In the event of a work stoppage during the term of this Contract, or other curtailment of Police service, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until same has ceased.

Section 7. In the event of a work stoppage, or other curtailment during the term of this Agreement, the Local Union shall immediately instruct the involved Employees in writing that their conduct is in violation of the Contract and they shall instruct all such persons to immediately cease the offending conduct.

### ARTICLE THREE MANAGEMENT RESPONSIBILITIES

Section 1. It is recognized that the Administration of the City, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly exclusive are: the rights to assign personnel, to establish appearance and performance standards, to regulate conduct and work procedures, the maintenance and repair of equipment, the amount of supervision required, the machinery and equipment necessary to perform the police functions; except as may be otherwise limited by the Agreement.

Section 2. It is further recognized that it is the responsibility of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for the just cause, assign, promote or transfer to determine the amount of overtime that will be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth and the provisions of Public Act 78 of 1935, as amended; further, it is recognized that the City shall have the exclusive right to determine work schedules and the right to select materials and to purchase the service of others, contract or otherwise.

ARTICLE FOUR  
SENIORITY

Section 1. Seniority shall be considered on a Department-wide basis with Lieutenants having seniority over Sergeants and Sergeants having seniority over Patrolmen. Seniority in rank will be according to date of promotion to current rank.

Section 2. Probationary Employees. All new unit employees shall be probationary employees until they have completed six (6) months of service in the unit. An employee may be removed anytime during the six (6) months probationary period when he demonstrates that he does not have the ability, skills, or other attributes to satisfactorily perform in this position. In addition, during this six (6) month period an employee may decline the promotion for any reason. In the event the new employee is removed or declines the promotion during his probationary period, he shall be returned to an assignment in the previous rank. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal by the Employer at the time of removal.

Section 3. The Seniority List of all Employees indicated appointment date of current rank shall be furnished to the Local Union by the City once a year.

ARTICLE FIVE  
HOURS OF EMPLOYMENT

Section 1. Each pay period shall consist of fourteen (14) consecutive days. During each pay period, Employees shall work an average of ten (10) days and be granted an average of four (4) days off. Because of the use of the progressive schedule, exact hours within pay periods shall vary.

Section 2. Trading of Days. Subject to the approval of the Chief of Police, Employees shall be permitted to voluntarily trade work or leave days on a limited basis.

Section 3. Work schedules shall be posted (10) days prior to shift change clearly indicating work days and off days of each Employee. As of the first day of the month, the schedule shall not be changed unless the change is mutually agreed upon by the Employee and Management. If an Employee becomes disabled and restricted to light duty, he may be reassigned to accommodate his current duty status. No change shall be demanded by the Employee which would necessitate the payment of overtime due to operation of law or other provisions of this Agreement.



Section 4. The City and Union shall form a Committee to review future changes. Current practice shall remain as is until the combined committee unanimously agrees to a change.

ARTICLE SIX  
HOSPITALIZATION

Section 1. The City of Hazel Park will provide Blue Cross (or equal) coverage for all full-time Employees and their families for so long as the Employee remains on the rolls of the City as an Employee. Such Employees will have the option to choose either of the following coverages:

Traditional Blue Cross. Comprehensive Hospital, D45NM, CC/CLC, MVF-1, ML, Predetermination, SAT-2, SOT-PE, GLE-1, Master Medical Option IV, \$3.00 Prescription Drugs, PD-MAC, Complementary Option - Exact Fill, DC

-or-

Blue Preferred Physician Option. Comprehensive Hospital, D45NM, CC/CLC, MVF-1, ML, TRUST 15, PLUS-15, SAT-2, SOT-PE, GLE-1; Master Medical Option IV, MMC-POV, \$2.00 Prescription Drugs, PD-MAC, APDBP, DC

All retirees retiring after July 1, 1978, and their spouses will receive coverage under option 1 above, Traditional Blue Cross. A surviving spouse after the death of a retiree shall continue to receive this coverage until s/he dies or remarries.

Section 3. The Union agrees to a City self-funding program if the coverage is the same or better as it relates to Hospitalization, Dental & Optical Coverage.

ARTICLE SEVEN  
DENTAL COVERAGE

Section 1. During the term of this Agreement, the City of Hazel Park will provide Dental Care Coverage under the Confederation Life Insurance Company 50/50 (or equal) payment plan for all full-time Employees and their families, for so long as the Employee remains on the payroll. The Confederation Life Insurance Company 50/50 Co-Payment Plan shall include the following schedule of service:

Class I	--	Basic Benefits
Class II	--	Prosthodontic Benefits
Class III	--	Orthodontic Benefits

One thousand dollars (\$1000.00) shall be the maximum combined Class I and Class II benefit per member per contract year. One thousand dollars (\$1000.00) shall be the lifetime maximum Class III benefit per member.



Section 2. The City contribution for this coverage will be 100% of the cost of such coverage.

Class III and IV -- (see below)

Deductible - None. Preventive 100%  
Routine 80%, Major Restorative 60%  
Orthodontia 50%, Calendar Year Max. except  
Orthodontia - \$1,000.00.  
Orthodontia \$1000 Lifetime Maximum.

Section 3. The Union agrees to a City self-funding program if the coverage is the same or better as it relates to Hospitalization, Dental and Optical Coverage.

#### ARTICLE EIGHT OPTICAL COVERAGE

Section 1. The City of Hazel Park will provide optical care coverage under the Co-Op Optical no Co-Payment Plan VI/Extra Benefit Program for all full-time Employees and their families for so long as the Employee remains on the payroll. The city shall pay 100% of the cost of such coverage.

Section 2. The Co-Op Optical shall cover the Employee, Spouse and children up to nineteen years of age, plus dependant students up to age twenty-five. The Benefits include:

- a. Annual eye exam
- b. Annual lenses and frames
- c. Frames included up to \$30.00
- d. #1 Rose indoor tint
- e. Bi-focals through a D28
- f. Kryptok, D-seq or Executive Bi-focals
- g. Lenses - either glass or plastic
- h. Contact lens allowance: \$50.00 toward hard or soft contact lenses

Section 3. The Union agrees to a City self-funding program if the coverage is the same or better as it relates to Hospitalization, Dental and Optical Coverage.

#### ARTICLE NINE WORKER'S COMPENSATION

Section 1. Provisions of the Worker's Compensation Act in the State of Michigan shall apply to all accidents and injuries of the Employee in the line of duty.

Section 2. In case of injury to a regular full-time Employee during the performance of this regular duties, resulting

in temporary physical disability to the extent that he is unable to resume his regular duties, he shall be entitled to his regular pay. The first seven (7) days of such absence shall be paid by the City but shall not be charged against the Employee's accrued sick time. After the first seven (7) days, the Employee will continue to receive his regular pay, but the difference between Worker's Compensation and his regular pay shall be charged against his accrued sick time, upon the expiration of which the City shall terminate full pay; however, the Employee may be eligible for extended duty-related disability coverage as defined in subsequent sections. Upon his return to full-time employment, the amount of sick time which has been charged against the Employee during his absence shall be restored to his credit provided that the Employee can justify by the statement a competent physician the fact the his absence was due solely to a job-connected injury, and provided further, that in the even of an alleged recurrence of the disability once having returned to full-time employment, said competent physician will provide a statement that the recurrence of the disability is due solely to the original job-connected injury and the Employee will be entitled only that portion of the Sick Leave days which were not used during the first absence.

Section 3. Extended duty-related disability coverage shall provide an eligible Employee with 75 percent of his base salary for a maximum of six (6) calendar months calculated from the date when the Employee had exhausted benefits provided under Section 2 above, all sources shall be taken into account.

Section 4. Eligibility for extended disability benefits shall depend upon a clear showing by competent medical evidence that such extended disability leave is necessary. The burden shall be on the Employee to request extended benefits and to provide the medical evidence to justify the grant of such request. In the event the City and the Employee do not agree, based upon the medical evidence presented by the Employee, the City may require the Employee to be examined by a physician of its choice and his findings and opinion shall be entitled to equal weight.

Section 5. Furthermore, in the event of recurrence of the same disability, the Employee is entitled only to the balance of extended duty-related disability, if less than six (6) calendar months were used during the first absence.

Section 6. No Employee will be entitled to compensation insurance during the periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation, except any compensation gained from any compensation insurance that the Employee engages into privately. Any compensation insurance due an Employee of the City under the provisions of the City Compensation Insurance Policy during the convalescence period in which he is being paid his regular compensation, or 75 percent of the same by the City, shall be endorsed and paid to the City Treasurer and will be credited and paid to the City.

ARTICLE TEN  
LIFE INSURANCE

Section 1. Employees shall be provided a \$40,000 life, accidental death and dismemberment policy, the full cost of which shall be paid by the City. The insurance shall continue so long as the Employee remains on the payroll.

ARTICLE ELEVEN  
HOLIDAYS AND HOLIDAY PAY

Section 1. Employees shall be paid for the following full-day holidays:

CONTRACT YEARS 1990-1993

New Year's Eve	Independence Day
New Year's Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	Employee's Birthday

Section 2. Each Employee shall receive in the check covering the pay period in which the Holiday falls, a sum equal to eight (8) hours pay for the Holiday. The Employee's hourly pay will be computed by dividing his Base Salary by:

1990-91 - 2080 hours    1991-92 - 2096 hours    1992-93 - 2088 hours

ARTICLE TWELVE  
PERSONAL LEAVE DAYS

Section 1. During the term of this Agreement, each Employee will receive four (4) Personal Leave Days not charged to Sick Time, which may be used for personal reasons. Each Employee will be allowed to carry over one (1) Personal Leave Day through the second year of the contract retroactive to 07-01-90.

Section 2. An Employee is required to give at least five (5) days written notice of his desire to take this Personal Day off. If the Employee is unable to give five (5) days notice, this shall be taken into consideration in granting approval of this request.

Section 3. Personal Leave Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual Officer's risk. The Employee will be docked if they do not have the time coming.

ARTICLE THIRTEEN  
VACATION

Section 1. All Employees shall be eligible for vacations with pay. Such vacations shall be arranged by the Chief of Police, and the choice of time as far as possible, will be granted according to their rank and then seniority.

Section 2. Vacation time shall be based on the following scheduled:

1-5 years	- 12 days
6 years	- 13 days
7 years	- 14 days
8 years	- 15 days
9 years	- 16 days
10 years	- 17 days
11 years	- 18 days
12 years	- 19 days
13 years	- 20 days
14 years	- 21 days
15 years	- 22 days
16 years	- 23 days
17 years	- 24 days
18 years	- 25 days
19 years	- 26 days
20 years	- 27 days
21 years	- 28 days
22 years	- 29 days
23 years	- 30 days
24 years	- 31 days
25 years and over	- 32 days

Section 3. The City shall determine the number of officers who will be permitted to be on furlough at any given time.

Section 4. Officers should use their Vacation Days annually, but under no circumstances will they be permitted to accumulate more than the number of days due them during a two (2) year period.

Section 5. Vacation Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual Officer's risk. Employees will be docked if they do not have the time coming.

ARTICLE FOURTEEN  
LONGEVITY PAY

Section 1. All nonresident Employees hired before July 1, 1988, covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid by December 15, longevity pay according to the following schedule:

- 5 years but less than 10 years - 2% of base salary, overtime, holiday pay, COLA and V/S pay
- 10 years but less than 15 years - 4% of base salary, overtime, holiday pay, COLA and V/S pay
- 15 years but less than 20 years - 6% of base salary, overtime, holiday pay, COLA and V/S pay
- 20 years but less than 25 years - 8% of base salary, overtime, holiday pay, COLA and V/S pay
- 25 years and over - 10% of base salary, overtime, holiday pay, COLA and V/S pay

Section 2. All resident Employees hired before July 1, 1988, covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, pursuant to Ordinance No. 533, by December 15th, longevity pay according to the following schedule:

- 5 years but less than 10 years - 3% of base salary, overtime, holiday pay, COLA and V/S pay
- 10 years but less than 15 years - 5% of base salary, overtime, holiday pay, COLA and V/S pay
- 15 years but less than 20 years - 7% of base salary, overtime, holiday pay, COLA and V/S pay
- 20 years but less than 25 years - 9% of base salary, overtime, holiday pay, COLA and V/S pay
- 25 years and over - 11% of base salary, overtime holiday pay, COLA and V/S pay

Section 3. All Employees hired on or after July 1, 1988, regardless of residency, who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, inclusive of any Ordinance No. 533 monies, by December 15th, longevity pay according to the following schedule:

- 5 years but less than 10 years - 2% of base salary, overtime, holiday pay, COLA and V/S pay
- 10 years but less than 15 years - 4% of base salary, overtime, holiday pay, COLA and V/S pay
- 15 years but less than 20 years - 6% of base salary, overtime, holiday pay, COLA and V/S pay
- 20 years but less than 25 years - 8% of base salary, overtime, holiday pay, COLA and V/S pay

Section 4. Longevity shall be determined and payable as of December 1st of each calendar year according to the Employee's starting date as determined by the City records. Longevity pay will be paid pro-rata for the number of months from the Employee's last anniversary date to the day of payment.

Section 5. The City resident schedule shall apply only when an Employee is a resident of the City of Hazel Park on December 1st. There will be no proration when an Employee was a City resident for part of the year but no longer resided in Hazel Park on December 1st.

#### ARTICLE FIFTEEN OVERTIME

Section 1. Overtime shall be defined as time spent on duty by an Officer other than his normal work day when he is called in by the Officer in charge, required to work beyond his normal scheduled termination time, or is required to attend training other than during scheduled work time, or court functions, both civil and criminal, which arises as a result of his official police duties.

Section 2. There will be no payment whatsoever for Civil Service Commission Hearings, grievance arbitration, or other proceedings relating to a labor dispute.

Section 3. Overtime shall be paid at the rate of time and one half an Employee's hourly rate as defined below.

Section 4. Employees shall receive a minimum of two (2) hours for each Court appearance except:

- a. When the Court time is less than two (2) hours prior to the beginning of his tour of duty, or



- b. When the time immediately follows his tour of duty.

Section 5. Employees who are called onto duty during their off-duty hours shall receive a minimum of two (2) hours except when their reporting time is less than two (2) hours prior to the beginning of their tour of duty; in the latter case, they shall receive credit for the exact time worked.

Section 6. During the term of this Agreement, the Employee's hourly rate shall be determined by dividing the base salary by:

1990-91 - 2080 hours
1991-92 - 2096 hours
1992-93 - 2088 hours

Section 7. Overtime shall be granted in increments of fifteen (15) minutes periods of work beyond the terminations time. The following table shall be used to compute each hour of overtime:

1 - 15 minutes	-	.25 hour
16 - 30 minutes	-	.50 hour
31 - 45 minutes	-	.75 hour
46 - 60 minutes	-	1.00 hour

Section 8. Overtime shall be paid on each payroll.

Section 9. Overtime Procedures:

- a. The City has the right to decide overtime needed.
- b. Command Officers assigned to a road patrol shift shall receive preference for any overtime on that particular shift. If those officers decline the overtime it then will be offered on a rank and seniority basis.
  1. Detective Bureau personnel are not included in road patrol overtime procedures. They may volunteer for overtime provided Command Officers from road patrol have declined the overtime.
- c. If a Commander calls in sick prior to the start of his shift leaving no commander on that upcoming shift:
  1. The Command Officer from the preceding shift shall first call the off duty Commander from the vacant shift offering the available overtime.
  2. If no replacement has been arranged the on-duty Command Officer may work the first four (4) hours of vacant shift,



calling in a Command Officer from the following shift to report four (4) hours early.

3. If no replacement has been arranged through above procedures off-duty Command Officers shall be contacted by rank and seniority.
- d. Whenever possible Command Officers will not be given overtime assignments which require them to work more than twelve (12) consecutive hours.
- e. If a one Commander becomes ill while on duty, a Commander from the following shift may be called in early, provided no more than five (5) hours remain on the current shift. If more than five (5) hours remain, off-duty Commanders from the vacant shift will be called first. If unsuccessful, the seniority list for other off-duty Commanders will be followed.
- f. If no Commander is scheduled for a shift, the overtime will be offered to off-duty Commanders following rank and seniority rules.
- g. If three (3) or more Command Officers are assigned to a shift, leave requests may not be granted if they create a need for overtime assignments caused by a lack of a Command personnel on shift.
- h. The Command Officer in charge of each road patrol shift shall receive fifteen (15) minutes overtime for shift preparation. (Effective approval date by both sides)

#### ARTICLE SIXTEEN DEPARTMENTAL RULES

Section 1. The rules and regulations, general orders, and special orders, as revised, presently in effect as of the date of this Agreement and not in conflict with this Agreement, are adopted hereby and incorporated herewith.

#### ARTICLE SEVENTEEN CIVIL SERVICE RULES

Section 1. It is recognized that there is a Civil Service Commission that has been established in the City of Hazel Park pursuant to and in accordance with Act 78 of the Public Acts

of 1935, as amended. In conformity with the Act, the Commission has adopted certain rules and regulations which may be revised. It is agreed that those rules not in conflict with Act 78 are hereby recognized.

## ARTICLE EIGHTEEN GRIEVANCE PROCEDURE

Section 1. Every effort shall be made to adjust disagreements between the parties in an amicable manner. Therefore, it is agreed that all grievances, disputes, or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2. The Local Union shall create a Grievance Committee composed of three (3) full-time seniority Employees, one of whom shall be the Local President; their names shall be provided by the Union to the City at the time of their election or appointment.

Section 3. Neither the Union members nor its officers shall conduct any Union business during their working hours except as otherwise provided in Article Two, Section 2.

Section 4. Grievance Representatives appointed in accordance with the provisions of Section 2 above, may be allowed to investigate and process grievances during working time without loss of pay provided that there is sufficient manpower to cope with the existing workload in the opinion of supervisory officers.

Section 5. Any grievance or dispute which may arise between the parties under the terms of this Contract shall be settled in the following manner. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar future action or appeal:

Step 1. Any Employee having a grievance shall first take up the matter with his immediate Supervisor and his Union Representative within five (5) days of the date upon which the grievable matter occurred, or the date upon which the Employee should have known of the matter or the grievance is waived. The Supervisor shall attempt to adjust the matter and shall respond to the Union Representative or Employee within five (5) working days, excluding Saturdays, Sundays, or Holidays, submitting a copy of his response to the Chief of Police.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Representative or the Union Grievance Committee to the Chief of Police with five (5) days after the Supervisor's response is due or the grievance is

waived. The Chief of Police shall respond to the Union Representative or Grievance Committee in writing within five (5) working days, excluding Saturdays, Sundays, or Holidays.

Step 3. If the grievance remains unsettled, or if the Chief of Police has not responded within five (5) working days, excluding Saturdays, Sundays, or Holidays, the grievance may be presented by the Union Representative or the Grievance Committee to the City Manager. The City Manager shall review the matter and shall respond to the party submitting the grievance within five (5) working days, excluding Saturdays, Sundays, or Holidays. The Employee shall have the option, after Step 3, of either electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Union, electing to proceed to arbitration under Step 4.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Chief of Police or City Manager is due, by written notice to the other, request Arbitration. The Arbitration proceeding shall be limited specifically to the point in question and shall be further limited solely to the interpretation and application of this Agreement. The parties may attempt to mutually select an arbitrator or the Arbitration Panels will be requested from the Michigan Employment Relations Commission.

Section 6. The claim of any Employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance.

#### ARTICLE NINETEEN SICK LEAVE

Section 1. Sick leave with pay must be earned before it can be taken. No Employee shall be eligible for Sick Leave during his probationary period of employment. A regular full-time Employee may be allowed Sick Leave in the amount of twelve (12) working days per year which will be accumulated at the rate of one (1) day per month for each completed month of service. The minimum time allowed an Employee for Sick Leave shall be computed in one (1) hour increments.

Section 2. Sick Leave shall be defined as an authorized absence from duty with pay by reason of the illness of the Employee or members of his immediate family, or other justifiable absence in the judgment of the Chief of Police and the City Manager. The immediate family will be the Employee's spouse,

child, mother, father, sister, brother, parent-in-law or other relative in the Employee's household. Absence from duty for such reasons, if duly granted by the City Manager upon the recommendation of the Police Chief, shall be considered and known as Sick Leave.

Section 3. Unused sick time may be accumulated. Employees hired before July 1, 1988 may accumulate up to 100 days of unused sick time. Employees hired after July 1, 1988, may accumulate up to 80 days of unused sick time. On the first of June each year, sick time accumulation in excess of these amounts may be converted to salary at one-half (1/2) the Employee's regular rate of salary, or may be converted to vacation time at the rate of one (1) vacation day for each day of sick time beyond the 100 or 80 day limits. Such time is then to be known as Vacation/Sick Time. Vacation/Sick Time (V/S) may be accumulated to a maximum of twenty-four (24) days. Whatever accumulated V/S time exceeds twenty-four (24) days on the first of June, all excess days will automatically be converted to salary at one-half (1/2) salary rate. Upon retirement the accumulated V/S time (maximum 24 days) shall be converted, and paid as salary, at the rate of one hundred percent (100%) and shall be counted for the purpose of final average compensation (FAC).

Section 4. The Employee will be responsible for notifying the City if he wishes to exercise the pay option prior to the first pay in June of each Fiscal Year.

Section 5. Sick Leave shall be considered for all purposes as continuing service, but in the event of layoff, retirement or voluntary resignation, one-half (1/2) of the unused accrued sick time (to a maximum of 100 days or 80 days, depending upon the date of hire), shall be paid in an amount not to exceed the one-half (1/2) of the maximum accumulation (i.e., 50 or 40 days). However; no payment shall be made when the Employee is dismissed for just cause.

Section 6. A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. After all Sick Leave is used, if the Employee so elects, vacation time may be used as Sick Leave and regular payments made therefore to the extent of the vacation time to which the Employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an Employee shall be discontinued until he returns to work.

Section 7. Sick Leave may not be granted in anticipation of future service. Sick Leave may be allowed in case of illness or injury occurring during vacation period. Evidence of such incapacity from that first day must; however, be provided to the satisfaction of the Chief of Police and the City Manager.

Section 8. Additional Sick Leave shall be granted for each full year of service as herein defined, of five (5) eight

(8) hour service days, for prior service after the incorporation of Hazel Park as a City, and for each year of service after July 1, 1951, but not to exceed a total of 100 days. Such Sick Leave shall be known as RESERVE Sick Leave and shall be granted on the basis of length of service free from any interruption. Any continuous absences in excess of four (4) years shall be deemed to terminate any right occurring under the provisions of this sub-section. This RESERVE Sick Leave is to be in addition to, but not a part of CURRENT Sick Leave as herein otherwise provided. It is to be used ONLY for long periods of illness of the Employee after all CURRENT Sick Leave has been used, and then by written request of the City Manager, who may grant or refuse same for substantial reasons. RESERVE Sick Time will not be granted or requested for duty-related disability.

#### ARTICLE TWENTY FUNERAL LEAVE

Section 1. Employees will be granted a maximum of three (3) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents, grandchildren, or other relative in the Employee's household when the funeral is held within a three hundred (300) mile radius of the City of Hazel Park.

Section 2. Employees will be granted a maximum of five (5) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents, grandchildren, or other relative in the Employee's household when the funeral is held outside of a three hundred (300) mile radius of the City of Hazel Park, or for the funeral of the Employee's spouse or child, regardless of the distance.

#### ARTICLE TWENTY-ONE UNIFORMS & CLEANING

Section 1. Each member of the Police Department shall be entitled to an annual uniform allowance and an annual cleaning allowance. Said sum will be paid quarterly.

Annually, effective 07-01-90	Uniforms - \$406.25
	Cleaning - \$225.00

Section 2. Uniform Changes. A Committee consisting of two (2) members of the Union, and two (2) Patrolmen shall be set up to decide on uniform changes. Any decision by this Committee will be subject to veto by the Police Chief, but the Union will have the opportunity to appeal his decision to the City Council.



ARTICLE TWENTY-TWO  
EDUCATIONAL BENEFITS

Section 1. If an Employee pursues a course of study in the Science of Law Enforcement at an accredited school, the City will reimburse said Employee for tuition to a maximum of twenty-five (\$25.00) dollars per credit hour and for required books upon presentation of a receipt for each, and proof of successful completion of the course with a minimum mark of "C". Payment will be made for books and tuition only.

Section 2. Courses must be approved in advance by the Chief of Police and the City Manager on forms provided by the Department.

Section 3. Current transcripts must be furnished to the City by all Employees every two (2) years beginning July 1, 1975.

ARTICLE TWENTY-THREE  
SHIFT PREMIUM

Section 1. The City will pay a shift premium of .75% of base salary prorated after January 1st of each year to Employees who are assigned to the afternoon and/or midnight shifts (termed inconvenience shifts) during a minimum of 50% of their regular duty time throughout the year.

Section 2. The shift premium payment is to be made on the first pay period after June 30th each year.

ARTICLE TWENTY-FOUR  
PERMANENT SHIFTS

Section 1. The City and Union will form a committee to review future changes. The current practice will continue until the combined committee unanimously agrees to changes.

ARTICLE TWENTY-FIVE  
WAGES

Section 1. In the 1990-91 Contract year, the maximum base salary shall be: Sergeant - \$37,883; Lieutenant - \$42,165  
(Retroactive to 07-01-90)

Section 2. In the 1991-92 Contract year, the maximum base salary shall be: Sergeant - 39,209; Lieutenant - \$43,641  
(Retroactive to 07-01-91)

Section 3. In the 1992-93 Contract year, the maximum base salary shall be: Sergeant \$40,582; Lieutenant - \$45,169.

ARTICLE TWENTY-SIX  
COST OF LIVING

The Employees under this Agreement shall receive a Cost of Living Allowance as set forth below:

Section 1. The Cost of Living Allowance shall be added to each Employee's straight time hourly earnings and will be adjusted up or down each three (3) months in line with the Cost of Living Allowance, determined in accordance with changes in the latest Official Consumers Price Index for Urban Wage Earners and Clerical Workers, United States City Average, published by the Bureau of Statistics, United States Department of Labor (1967=100), and hereinafter referred to as the BLS Consumer Price Index. The City will have the right to change the Index if the Bureau of Labor Statistics promulgates a new index.

Section 2. Effective with the first pay period beginning on or after September, 1984, and thereafter during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly at the following times:

Effective Date of Adjustment  
First pay period beginning on or after October 1 of each Fiscal year and at quarterly intervals thereafter during this Agreement.

Based Upon  
BLS Consumer Price Index as of September of each fiscal Year and at quarterly intervals thereafter.

Section 3. COLA payments will be made in each pay period as they are earned and will be indicated separately from the base wages earned. There will be no roll-in of COLA on either an hourly or an annual basis.

Section 4. In no event will a decline in the BLS Consumer Index below the September, 1984 Index, provide the basis for a reduction in the wage rate.

Section 5. The amount of the Cost of Living Allowance shall be in accordance with an Index Table to be agreed to by and between parties hereto as established on receipt of the September, 1984 Index. There shall be a one cent (\$.01) per hour adjustment for each 0.4 change in the Index. The maximum per hour cost of living adjust for each of the three (3) years of this Agreement shall be thirty centers (\$.30) per hour.



Section 6. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime, vacation payment, holiday payments, and call-in pay.

Section 7. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 8. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

Section 9. The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index and in the event that the Bureau of Labor Statistics promulgates a new Index the parties herein agree to adopt the new Index and calculate COLA adjustments based upon the new Index.

Section 10. Employees with pension credits calculated at lower than 2.5 multiplier factor may, at their own expense, purchased credits for all city time to a maximum of 2.5 multiplier factor for all years served in the City's employment.

#### ARTICLE TWENTY-SEVEN RETIREMENT PLAN MODIFICATIONS

Section 1. Section 2.80.170 of the Hazel Park Municipal Code as amended shall remain in effect during the term of this Agreement, and shall provide as follows:

Straight Life Pension to equal FAC times the sum of a) 2.0% times the first 25 years of service to 7/1/78 plus b) 2.5% times years of service in excess of 25 years and before 7/1/78 plus c) 2.5% of service after 6/30/78 to a maximum of 75% of FAC.

Section 2. Section 2.80.200 of the Hazel Park Municipal Code as amended shall remain in effect during the term of this Agreement, and shall provide as follows:

- Option D - will provide a survivor's option to a maximum of 75% of the retiree's pension by a reduction of the retiree's pension by 5%.

Section 3. Section 2.80.200 of the Hazel Park Municipal Code as amended shall remain in effect during the term of this Agreement, and shall provide as follows:

Option E - If a retirant who elected B, C or D as provided in this subsection, survives the designated beneficiary, the retirant's retirement allowance shall thereafter be increased and paid as if the straight life form of payment had been elected. A retiree electing this option shall pay for this benefit by taking a larger reduction in his pension than the regular Option B, C or D reduction.

Section 4. The cost of Section 1 above shall be shared equally by the City and each Employee (50/50). Beginning July 1, 1984 and continuing thereafter, the City assumes payment of an additional 2% of each Employee's share of this benefit.

Section 5. The cost of Section 2 above shall be shared at the rate of 2.0% of payroll paid by the Employee and the balance paid by the City. Beginning July 1, 1984 and continuing thereafter, the City assumes payment of the total cost of this benefit.

Section 6. The cost of Section 3 above shall be borne entirely by the Employee in the form of increased reduction to the Employee's retirement allowance.

Section 7. A new section to be known as the Annuited Pension Withdrawal Option shall be added to the Hazel Park Municipal Code, and shall provide as follows:

Option to Withdraw Annuity - A member may upon retirement withdraw his annuity savings plus accumulated interest which would accumulate up to the date of retirement and take a reduced pension established by actuarial computation computed by the actuaries employed by the Pension Board. The assumption rate of interest used in the actuary report immediately preceding the member's retirement shall be used as the formula basis to reduce the member's pension. Members shall exercise this option at the same time retirement applications is made.

The City may at its discretion allow no more than two (2) individuals to make this election any one (1) quarter of this Fiscal Year.

Section 8. The Cost of implementing Section 7 above, if any, shall be borne entirely by the City.

Section 9. Section 2.80.110 at Option B, Option C and Option D shall be amended as follows:

Option B - 100% Joint and Survivor. A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 100% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Command Officer Unit members retiring after (effective date of contract) if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option C - 50% Joint and Survivor. A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 50% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064 payable as a straight life Pension. For Command Unit members retiring after (effective date) if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option D - 75% Joint and Survivor. A Retirant who was a Police or Fire Employee Member may elect to receive a reduce retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living shall receive 75% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall equal 75% of the retirement income provided by 2.80.064, payable as a straight life pension. For Command Unit members

retiring after (effective date) if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Section 10. Section 2.80.064 shall be amended by adding subsection 2.80.062c.3. to read as follows:

2.80.062c.3. Effective [date of contract], any age for Command Unit members only if the member has 25 or more years of total credited service with the City.

Section 11. Effective [date of contract], employee contributions shall be at the rate of 5.5% of payroll and Section 2.80.141(b)1 of the Code shall be amended accordingly.

#### ARTICLE TWENTY-EIGHT FOOD ALLOWANCE

Section 1. Whenever an Employee is required to be away from the City of Hazel Park for training or Court, a meal allowance of six dollars (\$6.00) per meal will be paid.

#### ARTICLE TWENTY-NINE JURY DUTY

Section 1. An Employee who is called for jury service shall be excused from work for the days of which s/he serves including required reporting for jury duty when summoned, whether or not s/he serves (including required reporting for jury duty when summoned, whether or not s/he is used as a juror) and shall receive, for each such day of jury service, on which s/he otherwise would have worked, the difference between the payment s/he receives for such jury service and the amount calculated by the City in accordance with the following formula. Such pay shall be based on the number of days such Employee should have worked and s/he not been performing such jury duty (plus any holidays in such period which s/he would not have worked) and the pay for each such day shall be at their regular (excluding shift differentials, Saturdays, Sundays or overtime premiums) during the last payroll period worked prior to jury service. The Employee will present proof that s/he did serve and the amount of pay, if any, received therefor. Employees shall be required to return only the "jury fee" to the City from the compensation received from the Court. Payment shall be made in minimums of one-half (1/2) day.

ARTICLE THIRTY  
SELECTION OF DAYS OFF

Section 1. No more than one (1) Command Officer will be scheduled for an off-day on any given day on the same shift.

Section 2. During a six (6) month Shift Selection Period, the Command Officers assigned to each shift shall be permitted to select their off-days for a six (6) month period from a rotating seniority list, i.e., the Lieutenant shall have preference from one of either the 1st and 4th, 2nd and 5th, or 3rd and 6th months. The Senior Sergeant will have his preference over one of the last two brackets and the Junior Sergeant will have the remaining brackets.

Section 3. A minimum of one (1) Command Officer will be on duty and in charge of each road patrol shift. Leave time may not be granted which would reduce the shift below one (1) Command Officer. No Personal Leave, Vacation/Sick, or Vacation Time of less than three (3) days will be granted to create a need for a Command Officer to be called in on overtime.

ARTICLE THIRTY-ONE  
RESIDENCY

Section 1. All Employees hired after July 1, 1988 shall, as a condition of continued employment, reside within fifteen (15) miles of the corporate limits of the City of Hazel Park. Such employees shall establish their residence within these limits within six (6) months of completion of their probation period.

ARTICLE THIRTY-TWO  
DEFENSE AND INDEMNIFICATION

Section 1. All Command Unit employees shall be covered by liability insurance while in the course of their duties in an amount which is sufficient to cover reasonably anticipated civil damages. When a Command Unit employee needs legal assistance as a result of actions taken within the scope of his authority and employment, he shall have the right to request and receive such assistance from the City. In such a case, the City shall provide legal counsel for the purposes of advice and representation, shall provide for the payment of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage.

ARTICLE THIRTY-THREE  
TERM OF AGREEMENT

Section 1. This Agreement shall be in effect from the first day of July, 1990 and shall remain in full force and effect up to and including the 30th day of June, 1993.

Section 2. In the event negotiations extend beyond the expiration date of the Agreement, the terms and provisions of of this Agreement may, by mutual consent remain in full force and effect, pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

FOR THE CITY

FOR THE UNION

-----  
MITCH BOBOWSKI  
ACTING CITY MANAGER

-----  
BOHDAN SPIEWAK  
PRESIDENT

-----  
ALBERT H. SADOW  
CHIEF OF POLICE

-----  
DENNIS ANDRE  
TREASURER

-----  
JERRY CASTER  
LABOR REPRESENTATIVE

DATE: \_\_\_\_\_



LETTER OF UNDERSTANDING

between

CITY OF HAZEL PARK

and

HAZEL PARK POLICE COMMAND OFFICERS  
FRATERNAL ORDER OF POLICE  
STATE LODGE OF MICHIGAN, LABOR COUNCIL

- Section 1. The Agreement contained herein represented an understanding between the City of Hazel Park, hereinafter referred to as the Employer, and the Hazel Park Police Command Officers, Fraternal Order of Police, State Lodge of Michigan, Labor Council, hereinafter referred to as the Union. This Agreement does not apply to probationary Employees.
- Section 2. Normal uniform patrol shift assignments shall be:
- a. Day Shift: 7:00 a.m. until 3:00 p.m.
  - b. Afternoon Shift: 3:00 p.m. until 11:00 p.m.
  - c. Midnight Shift: 11:00 p.m. until 7:00 a.m.
- Section 3. Officers who are members of the above Union shall be assigned as provided for herein to non-rotating patrol shifts commonly known as Permanent Shifts.
- Section 4. Officers who are members of the above Union shall have the opportunity to select the uniform patrol shift of their preference for six (6) month periods beginning on the first of April and the first of October of each year.
- Section 5. Selections shall be based upon the seniority in rank of the Officers, and all selections must be completed at least one (1) month prior to the end of the previous selection period.
- Section 6. During the six (6) month assignment periods, patrol shifts shall not be changed, except in the following situations:
- a. When Employer and Employee agree to a change of shift.
  - b. When a change in manpower is required due to illness, injury, death, resignation, retirement, layoff, promotion, transfer, or discharge.



- c. In the event of other, unanticipated difficulties in the opinion of the Employer based upon just cause.
- d. When an Officer fails to perform his duties in an acceptable manner at an acceptable level based upon just cause.
- e. When a personality problem between individuals on a given shift indicate the re-assignment would be wise, in the opinion of the Employer based upon just cause.

Section 7. It is further agreed that the Employer may make temporary changes in the working hours of any Employee for up to ten (10) working days at any time during a six (6) month period, subject to the provisions of Article Five, Section 3, but no Employee shall be temporarily so assigned more than once in each period unless he agrees to the transfer.

FOR THE CITY

FOR THE UNION

-----  
MITCH BOBOWSKI  
ACTING CITY MANAGER/NEGOTIATOR

-----  
LT. BOHDAN SPIEWAK  
PRESIDENT

-----  
SGT. DENNIS ANDRE  
SECRETARY/TREASURER

DATE: -----