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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION

July 1, 1983 - June 30, 1986

Lincoln Park, City of

LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION

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THE CITY OF LINCOLN PARK
and
LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - AGREEMENT

Section 1

This agreement is made and entered into by and between the City of Lincoln Park, a municipal corporation, hereinafter referred to as the CITY, and the Lincoln Park Police Command Officers Association, hereinafter referred to as the ASSOCIATION.

This agreement and such supplementary agreements as may be agreed upon hereunder from time to time, together constitute a Collective Bargaining Agreement between the CITY and the ASSOCIATION, in accordance with the provisions with the Public Employment Relations Act, as amended by Public Action of 1969. (Michigan Compiled Law, Section 423.231)

ARTICLE II - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City of Lincoln Park, and the Police Command Officers of the Lincoln Park Police Department.

To these ends, the City and Command Officers encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all members of the Lincoln Park Police Command Officers Association.

ARTICLE III - RECOGNITION

The City hereby recognizes the Lincoln Park Police Command Officers Association, as the sole and exclusive bargaining representative for all Sergeants and Lieutenants of the Lincoln Park Police Department for the purposes of collective bargaining, in respect to rates of pay, hours of employment and other terms and conditions of employment, both economic and non-economic for all members, as defined in the Public Employment Relations Act, (Act 379 of Public Act of 1965).

ARTICLE IV - RESPONSIBILITY OF THE CITY

(a) The City, through the Commission of Public Safety, has the sole right to manage the Police Department, including the right to maintain order and efficiency; and, this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

(b) The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed and the number and type of personnel to be employed and the assignment of their duties, subject to the provisions of this agreement.

(c) The Association recognizes the right of the City to make such reasonable Departmental Orders, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order and safety and/or effective operation of the City's Police Department and to require compliance therewith by the members.

(d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained by each member in a looseleaf binder supplied for that purpose by the Commission.

ARTICLE V - ASSOCIATION SECURITY - AGENCY SHOP

a) The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any member because of Association membership or because of any member's activity in any official capacity on behalf of the Association.

b) The City agrees to deduct from the wages of any Officer who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that said form shall be executed by the member. The written authorization for Association dues deduction shall remain in full force and effect during the period and for the duration of this Agreement. This authorization shall be irrevocable.

c) Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Association unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during each 30 day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

d) The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless the non-member desires to become a member. If he wishes to become a member, he may re-execute a new deduction form indicating that fact.

e) All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Association, via first class mail or hand delivery.

f) The City shall collect dues and representation fees assessed by the Association as agent of the Association. The City shall have no right or interest whatsoever in the funds at any time after they have been deducted from paychecks. Remittance to the Association shall be made within a reasonable time in accordance with past practice.

g) The City shall refund to members dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from the next remittance to the Association.

ARTICLE VI - DEFINITIONS

Definitions

1. Charter - means the Charter, City of Lincoln Park
2. Chief - means Chief of Police
3. City - means City of Lincoln Park, Michigan
4. Collective Bargaining Agent - means Lincoln Park Police Command Officers Association
5. Command Officer - any rank above Detective
6. Commanding Officer - means the highest ranking senior officer of the Department on duty, as defined in number 23
7. Association - means the Lincoln Park Police Command Officers Association
8. Council - means Council of the City of Lincoln Park

9. Department - means the Lincoln Park Police Department
10. LPPCOA - means Lincoln Park Police Command Officers Association
11. Member - means all Sergeants and Lieutenants who are included in the bargaining unit represented by the LPPCOA
12. Representative - means any elected Association official of the Lincoln Park Park Police Command Officers Association
13. Service - or Length of Service - shall include service with the Police Department of the City of Lincoln Park.
14. Seniority - shall be determined by computing the time that such member has actually served as an active member of the Department, except that those who served in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service.
15. Base Rate - is to be used for computing hours of pay for payment other than normal annual salary, such as overtime
16. Commission - means Commission of Public Safety, City of Lincoln Park
17. Department Order - means written orders issued by the Chief or his designee governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules and Regulations of the Department as set forth by the Lincoln Park Public Safety Commission
18. AAA - means American Arbitration Association
19. Grievance - means a grievance presented by the Lincoln Park Police Command Officers Association
20. Grievance Committee - means a committee selected by the Executive Board of the Lincoln Park Police Command Officers Association for all purposes set forth herein.
21. Parties - representatives of the Lincoln Park Police Command Officers Association and equal representatives of the City of Lincoln Park
22. The term MEMBER or OFFICER when used hereinafter shall include all male and female members represented by the Association in the bargaining unit as above defined. Gender-based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.
23. Seniority by Rank - shall mean commencing from the date that the member is appointed to said rank. Where two or more members are promoted on the same date, the member highest on the eligibility list shall have the higher seniority by rank
24. Officer - means all Lieutenants and Sergeants

ARTICLE VII - WAGES

July 1, 1983 through June 30, 1986 - Economic Provisions

Section 1. Wages:

Wage rates as established on July 1, 1983 are as follows and shall be maintained except as hereafter indicated:

<u>July 1, 1983</u>	<u>Annual</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Sergeant	\$33,349.67	\$1,282.68	\$16.03
Lieutenant	36,128.81	1,389.57	17.37
<u>July 1, 1984</u>			
Sergeant	34,683.66	1,333.99	16.67
Lieutenant	37,573.96	1,445.15	18.06
<u>July 1, 1985</u>			
Sergeant	35,724.17	1,374.01	17.18
Lieutenant	38,701.18	1,488.51	18.61

Wages will be retroactive to July 1, 1983.

Section 2. Cost of Living Allowance

Effective December 31, 1981, the City shall fold in eighty-six cents (86¢) per hour of accumulated cost of living allowance into the base rate for all members of the Bargaining Unit. A total of \$1,788.80 would therefore be added to the base wage of all Association members resulting in a lieutenant's base salary for the period ending June 30, 1982 of \$31,360.10 and a sergeant's base salary for the period ending June 30, 1982, of \$29,084.00. The cost of living allowance will revert to zero (0) as of January 1, 1982, and the cap of cost of living allowance adjustments would be increased from sixteen cents (16¢) to twenty cents (20¢) per year.

Section 3. Maintenance of Differential

It is agreed by the parties that in no event shall the percentage differential between the salary of police sergeants and the maximum salary of senior lead officers be less than 20%; and that the percentage differential between the salary of police lieutenant and the maximum salary of senior lead officer shall not be less than 30%. If any agreements are made between the City of Lincoln Park and the Lincoln Park Police Officers Association to eliminate the rank of senior lead officer, then, and in that event, this provision shall be altered to reflect the percentage differential between the ranks of police sergeant and police officer and police lieutenant and police officer preserving the differentials which existed between those ranks on June 30, 1983. It is further agreed that roll-in of Cost of Living Allowance, as indicated in Section 2, shall not be considered as part of salaries for this purpose.

July 1, 1983 through June 30, 1986 - Economic Provisions

Section 1. Wages and Benefits

It is agreed that should any collective bargaining unit and/or group of employees of the City of Lincoln Park be granted any wage or benefit improvement during the period of July 1, 1983 through June 30, 1986, the contract with the Association shall be re-opened for the purpose of negotiating language to implement the same increase for members of the Association.

Section 2. Out of Class Pay

The City will pay out of class pay after a member is officially assigned to perform the duties of a higher rank. For purposes of this section, if any sergeant is assigned to perform the duties of any lieutenants, he shall be compensated at the base rate of pay of lieutenant's position. If a lieutenant is assigned to perform the duties of any higher rank, he shall also be compensated at the higher rate of pay for that higher rate of pay for that higher rank. Provided however, that such "out of class pay" shall not commence until such assignment has exceeded thirty (30) calendar days.

Section 3. Detectives Expense Allowance

Detectives shall receive an annual expense allowance of Three Hundred Dollars (300.00) to be paid in October of each year. Said allowance to cover out-of-pocket expenses incurred in the performance of their Court duty which shall include, but not necessarily be limited to, parking and lunch allowance. To be paid on a separate check.

ARTICLE VIII - HOURS OF WORK

OVERTIME - CALL BACK - STAND-BY

Section 1. Hours of Work

(a) A daily tour of duty shall consist of a period of eight (8) consecutive hours.

- | | | |
|--------------------------------|----------------|---|
| (1) Day Shift | Uniform Patrol | 7:00 am to 3:00 pm |
| | Traffic Safety | 7:30 am to 3:30 pm |
| (2) Afternoon Shift | Uniform Patrol | 3:00 pm to 11:00 pm |
| | Traffic Safety | 3:30 pm to 11:30 pm |
| (3) Midnight Shift | Uniform Patrol | 11:00 pm to 7:00 am |
| (4) Special Operations Section | | Any consecutive 8 hours
between the hours of 6:00
pm to 4:00 am |
| (5) Detective Shift | | Any consecutive 8 hours
between the hours of 8:00 am
to 9:00 pm |

Above consecutive 8 hours shall be subject to Article VIII, Section (h).

(b) A work week for each member shall consist of seven (7) consecutive calendar days starting with the first shift on Sunday and ending with the last shift which begins on Saturday.

(c) In the daily tour of duty a member shall be allowed forty-five (45) minutes for lunch.

(d) The work schedule shall be done on a twenty-eight (28) day cycle. Each member shall be entitled to two (2) consecutive days off. The two (2) consecutive days may be the last day of the preceding work week, and the first day of the next. Members shall also have the option of rotating days off with long weekends consist-

ing of three (3) consecutive days off every 5th and 6th week.

Through mutual consent of the administration and the Association, members of Special Operations Section, Traffic Safety and Detective Bureau will have two (2) consecutive days off with the exception of every other shift change, where on the first shift change he will have one (1) day off, but on the next shift change he will have three (3) days off in one week to compensate for the day lost.

(e) Roll Call

All members of the uniform platoons and detective bureau shall stand roll call fifteen (15) minutes prior to the start of their shift. Highest ranking Command Officer to hold roll calls.

(f) Shift Rotation

No member shall involuntarily work more than two (2) consecutive months on any one shift nor more than three (3) consecutive months on any combined shifts in an attempt to exclude him from the day shift. Command Officers will go on permanent shifts at a time and date mutually agreed by the parties. (See Article XXXIX)

(g) Exchanging Shifts or Days Off

Members shall be allowed to exchange shifts and days off with approval of ranking officers.

(h) The City or Department shall not change a member's days off, furlough schedule or switch a member to work another shift in order to avoid paying said member overtime, holiday premium pay or allow another member to take advantage of said overtime or holiday premium pay.

Section 2. Overtime

(a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Such excess period must follow the member's regularly scheduled daily tour of duty.

(b) All overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times for all time worked in excess of such daily tour plus applicable shift differential. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 am Monday morning of pay week, shall be paid in that pay period. All overtime worked shall be turned in within fifteen (15) calendar days of the date worked. Failure to do so will result in overtime being paid in the following pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or to take time in lieu; whereupon the record officer in charge shall enter the member's election in the records provided thereof.

(d) Periods of overtime which the member has elected to take in lieu of time off shall be at one and one-half ($1\frac{1}{2}$) times for all hours worked and for every eight (8) hours of time so accumulated, the member shall be entitled to take one (1) full day off. The member and the Department must agree as to when the time shall be taken, manpower permitting.

(e) Special Day Off

Effective January 1, 1982, SDO's shall not be granted more than thirty (30) days prior to date requested subject to seniority.

(f) When a Command Officer shortage arises among uniformed command personnel, it shall be filled by a uniformed command officer. When a command officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed officer.

(g) Overtime shall be offered on a rotating basis to a member with the least amount of accumulated overtime commencing with the member with the greatest seniority on the shift, in their platoon, division or bureau. In the event the overtime assignment cannot be filled within the shift, members beginning with the off-going shift, with the least amount of accumulated overtime within their platoon, division, or

bureau, shall be eligible to work.

(h) If the overtime assignment cannot be filled by choice, a member with the least amount of seniority as a Command Officer shall be ordered to work.

(i) If there is a member on furlough, sick leave, SDO, EPL, RPL, or bereavement, he will not be called in the event of a shift shortage.

(j) Members may "sell" book time back to the City.

Section 3. Overtime Recording

(a) A duplicate overtime slip shall be placed in the overtime book, along with a list of members who were contacted and refused, to be recorded by an Association Official.

(b) Overtime hours worked shall be recorded in the book with BLACK ink. Overtime hours refused shall be chargeable and recorded in RED ink.

(c) Each year on July 1st and annually thereafter, member's accumulated overtime shall be reverted to ZERO (0) in the Association Overtime Book.

Section 4. Call-Back

For the purpose of this section, "call-back" is defined as the call-back of a member after he has reported off duty and before his next following tour of duty. "Call-back" further is defined to include "on-duty" status during such reasonable travel time to and from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

A member shall be paid at one and one-half ($1\frac{1}{2}$) times for any call-back with a minimum of four (4) hours if the call-back exceeds one (1) hour. If less than one (1) hour, the member shall receive pay at one and one-half ($1\frac{1}{2}$) times for all time spent on said call-back.

"Call-back" shall not be defined as including off-duty court appearances. (see Article XI, hereof)

If a member has been recalled to duty and works up to and beyond the time set for his regular scheduled tour of duty, the recall rate shall terminate as of the hour which his regular tour of duty commences. The recall rate shall not be paid if a member's tour of duty extends continuously beyond his normal eight (8) hour tour.

Section 5. Stand-By

When a member is required to stand-by for a possible call to duty, including a call to court, or for any other reason, he shall be entitled to one-half ($1/2$) time pay for said period, four (4) hours being the minimum for which he shall be paid. On being called to duty while on stand-by status, said member shall be paid at the rate of time and one-half ($1\frac{1}{2}$) subject to the provisions of the court time or call-back time of the Agreement.

ARTICLE IX - MEDICAL EXAMINATIONS

The City shall, at its expense, provide each member with a physical examination each year, including, but not limited to, chest x-ray and electrocardiogram. Said examination to be conducted at Wyandotte Hospital.

Results of such tests are to be included in the member's service file. Should a member elect not to participate in this benefit due to some personal belief or reason, then such refusal shall be documented and included in the member's service file.

Section 1

The Chief of Police may, upon good cause being shown, request any command officer to submit to a physical or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the Chief of Police, the member's health or conduct interferes with the member's ability to perform the normal duties of a Command Officer. Any member refusing to take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical or psychiatric examination has been completed. Members off work as a result of being ordered to submit to a physical or psychiatric examination shall receive sick leave benefits until the matter has been resolved.

Section 2

Should any member, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a command officer, such member shall be immediately relieved of duty, with pay, except as provided hereafter, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a Command Officer, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties.

Section 3

Should any member be found, after physical examination, to be overweight or lacking in physical condition to such extent that, in the opinion of the examining physician, the member is unable to perform the normal duties of a command officer, and said physician having prescribed a course of diet, exercise or both to return said member to a condition wherein he is able to perform the normal duties of a Command Officer, said member shall not be relieved of duty so long as he shall be following the direction of said physician.

Section 4.

The cost of any examination ordered by the Chief of Police, physical or psychiatric shall be paid by the City. The result of such examination shall be made available to the command officer and/or his own physician, in addition to the Police Department. The result of said examination shall not be made available to any other person, except by written authorization executed by the member.

ARTICLE X - SICK LEAVE USAGE POLICY

It is the joint goal of the City and the Lincoln Park Police Command Officers Association to eliminate any and all unauthorized or unnecessary sick leave among members and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

Section 1.

The City will provide unlimited sick leave for all regularly appointed members, subject to the following policy:

Section 2.

Whenever a member shall call in sick more frequently than eight (8) times in a calendar year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the calendar year,

as a condition precedent to being paid for such leave.

Section 3.

Whenever a member is absent due to illness for a period in excess of three (3) consecutive working days, said member shall be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided however, that where the Chief or his designee may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief or his designee.

Section 4.

Whenever a member becomes ill or injured while in the employ of another employer or while the member is self-employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workmans' Compensation benefits, then in such event he shall be eligible for city sick leave benefits. It shall be the obligation of the member to immediately report any off-duty employment related injuries or illness. Until a determination is made that the injury or illness is work-related by the Bureau of Workers' Disability Compensation, the member's sick leave request shall be honored. Upon determination that an illness or injury is work-related, the member shall assign all Workers' Compensation paid for work loss benefits to the City, and shall be classified as disabled.

Section 5.

All members, immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form, which shall be provided by the City. This form shall include a place for the member to indicate the nature of their illness or reason for sick leave. Falsification of a sick leave form shall subject the member to disciplinary action.

Section 6.

Extended sick leave for the purposes of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave.

Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or treatment of his own personal physician, the member may consent to the release of such medical information by his physician to the City.

Section 7.

If a member has a medical problem which in the opinion of a qualified physician is non-rehabilitative, the disposition shall be determined in accordance with the provisions of this agreement and the City pension system.

ARTICLE XI - COURT DUTY

Section 1. Off-Duty Court Attendance

(a) It shall be the duty of the (officer) member to notify the Court Clerk of his furlough period not less than seven (7) days prior to the beginning of such furlough period, unless in cases of extreme emergency.

(b) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another in order to take advantage of premium pay for any court duties.

(c) No member reporting for court for an off duty court appearance shall be required to perform any duties after he has testified to fulfill the six (6) hours paid, except in the event the defendant is remanded to custody, the member when necessary shall be required to register (book) the prisoner.

(d) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a uniform or suit coat and tie (provided this is approved by the presiding judge.).

(e) For any off-duty court appearance, each member shall receive time

and one-half (1½) pay for all time required to be spent, with a minimum of six (6) hours pay at the base rate, except as provided in Section 2, hereof.

Section 2. Afternoon Shift Court Appearance

A member appearing in court within three hours of his afternoon work schedule shall receive time and one-half up to his regular (afternoon) work schedule.

Section 3. Additional Court Fees Received

If a member receives any fee, subpoena fees from Circuit Court or Probate Court for his appearance in any court for which he is paid in accordance with Section 1 (e), those monies shall be turned over to the City.

Members, other than Detectives, shall be entitled to out of pocket expenses incurred in the performance of their court duty, which shall include, but not necessarily be limited to, parking and lunch allowance. Said allowance shall be permitted only upon presentation of documentation as provided by the Standard Operating Procedures Policies passed by the Mayor and Council.

Section 4. Signing Complaints Off Duty

If a member is called for the purpose of signing a complaint which does not require his court appearance and does not exceed one (1) hour, he shall receive time and one-half for one (1) hour. If he exceeds one hour, he shall receive the rate of pay as provided in Section 1 (e) of this Article.

ARTICLE XII - COMPENSATED FRINGE BENEFITS

Section 1. Holidays

(a) All members shall be entitled to the following holidays:

New Years Eve
New Years Day
Lincoln's Birthday
Washington's Birthday
Easter Sunday
Memorial Day

Independence Day
Labor Day
Veterans Day (Nov. 11)
Thanksgiving Day
Christmas Eve
Christmas Day

(b) Payment for the above holidays shall be made in a lump sum equal to

one day's base pay multiplied by twelve (12), said sum to be paid in October of each year, on a separate check.

(c) Should any of the above holidays fall on a member's regular work day, the member shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) his regular base rate.

(d) The actual calendar day on which the holiday falls shall be considered as the holiday under the provisions of the holiday pay article.

(e) No member shall change his regularly scheduled shift or leave days, in order to take advantage of the time and one-half ($1\frac{1}{2}$) premium pay provided for under this Article.

Section 2. Clothing and Cleaning

(a) Clothing Allowance

Each member shall receive a yearly clothing allowance of two hundred seventy five dollars (\$275.00), payable by March 15th of each year.

Effective July 1, 1982 each member shall receive a yearly clothing allowance of three hundred dollars (\$300.00), payment to be made as in preceding paragraph.

(b) Cleaning and Maintenance

Each member shall receive one-hundred thirty seven and 50/100 (\$137.50) per year for cleaning and maintenance of uniforms, payable with the clothing allowance.

Effective July 1, 1982 each member shall receive one hundred fifty dollars (\$150.00) per year for cleaning and maintenance of uniforms, payable with the clothing allowance.

Section 3. Gun Allowance

Effective July 1, 1982 each member shall be paid an allowance of three percent (3%) of his base pay for carrying his service revolver or other Departmental authorized weapon while not on active duty. The gun allowance shall be paid with the last pay of October each year on a separate check.

Section 4. Longevity

Members shall receive the following annual longevity payments, based on the members date of employment with the City:

1 thru 4 years	1% of base pay
5 thru 9 years	2% of base pay
10 thru 14 years	3% of base pay
15 thru 19 years	4% of base pay
20 thru 24 years	5% of base pay
25 years and over	6% of base pay

The longevity benefits shall be paid to Sergeants and Lieutenants utilizing the above formula based upon the respective Sergeant's or Lieutenant's own base wages.

Longevity payments shall be made to each member in a separate check on the 15th or 30th of the month within the member's anniversary date.

Section 5. Breathalyzer

(a) A merit award of One hundred dollars (\$100.00) per year will be made for the successful completion of the initial certification or for the successful completion of each re-certification for breathalyzer operator.

(b) In addition the City will pay five dollars (\$5.00) for each breathalyzer test and on each simulator test. This fee will be paid on a monthly basis.

(c) All members who participate in this program will be required to remain in the program for a minimum of three (3) years from original date of certification.

(d) Officers receiving the one hundred dollars (\$100.00) re-certification allowance shall be required to complete one (1) full year of certification following the receipt of the said allowance, except for separation from service.

ARTICLE XIII - FRINGE BENEFITS

Section 1. Medical Insurance

(a) Hospitalization Insurance

The City shall provide for all members and eligible dependents of a member's family, the following insurance coverage:

Blue Cross/Blue Shield MVF-2, Master Medical, Option III with a two dollar

(\$2.00) deductible prescription rider.

Effective April 6, 1979, Medical First Aid Rider with Reciprocity Agreement and Reasonable and Customary cost for Doctor Fees (FAE-VST-RC) shall be added.

(b) New members hired on or after July 1, 1972, shall not be allowed a payment in lieu of Blue Cross/Blue Shield coverage elsewhere by another Blue Cross/Blue Shield plan.

(c) If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Lincoln Park will pay during the term of the Agreement any premium, taxes or contributions members may be required to pay under a Federal Health Security Act that are specifically earmarked or designated for the purpose of the Federal Program, however, the City will not pay both Blue Cross/Blue Shield and Federal Health Security Act.

(d) In the event that hospitalization benefits or any other insurance benefits are modified by the carrier, then the contract benefits shall be modified as negotiated.

Section 2. Dental Insurance

As of January 1, 1982, the City will pay the full monthly premium on the existing dental plan

Section 3. Life Insurance

The City shall provide the following life insurance coverage:

(a) As of July 1, 1982, a thirty thousand dollar (\$30,000.00) Term life insurance with double indemnity, for active members.

(b) A fifteen thousand dollar (\$15,000.00) Term life insurance shall be continued for members who retire after July 1, 1979 under the Police and Fire Retirement System. After November 1, 1979, any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled

member attains normal retirement age.

A Patrolman or Detective promoted to Sergeant shall be considered covered under the Lincoln Park Police Officers Association insurance contract until completion of his probationary period.

Section 4. Police Professional Liability

Insurance shall be provided by the City under the terms of the general liability policy.

Section 5. Parking Expense

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

Section 6. Mileage Reimbursement

If a member is directed or required to use his privately owned vehicle for any police purpose, he shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

Section 7. Shift Differential

A premium for working regularly-scheduled shifts other than the day shift shall be paid as follows:

Afternoon Shift.....	10¢ per hour
Twilight Shift (6:00 PM to 4:00 AM).....	15¢ per hour
Midnight Shift.....	20¢ per hour

Section 8. Shift Premium

A member called into work on his day off and assigned to the afternoon, twilight or midnight shift, or who is required to work overtime during those shifts even if his shift began during the day shift, shall be paid the appropriate shift premium for all hours worked.

Section 9. Cost of Living

A Cost of Living Allowance (COLA) will be determined in accordance with changes in the Consumer Price Index (Urban Wage Earners and Clerical Workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100 Base), and hereinafter referred to as the BLS Consumer Index.

Beginning with the BLS Index of September 30, 1975 as a base of zero (0), the rate will adjusted up or down as shown by the BLS Index each three (3) months, April, July, October, and January, using the BLS Index from the previous month.

Effective October 1, 1982, the Cost of Living Allowance accumulation shall be rolled into base pay and shall begin with a new base of zero (0) as of that date.

The amount of COLA that shall be effective for any quarter shall be a maximum adjustment of five cents (5¢) per quarter with a maximum adjustment of twenty cents (20¢) per annum.

The formula used for the above allowance shall be a one cent (1¢) adjustment for each four-tenths (0.4) point change in the BLS Index.

The amount of COLA in effect will be paid quarterly as soon as the BLS releases the figures for the previous quarter (thirty (30) days after the end of the quarter) within the month, or time COLA is released. The amount of any cost of living allowance in effect will be paid quarterly in a lump sum payment and shall include overtime hours.

No adjustment, retroactive or otherwise shall be made due to any revisions which may later be made in published figures for the BLS Consumer Price Index for any base month.

Cost of Living Allowance will be paid on a separate check.

ARTICLE XIV - PENSION

A. The Pension Plan affecting police officers of the City of Lincoln Park as contained in the City Charter and/or ordinances and as modified to date, is incorporated herein by reference and is made a part hereof to the same extent as if it were specifically set forth herein except for changes which may be made as a result of this Collective Bargaining Agreement.

B. The parties hereby agree that said Pension Plan, and any of its provisions, may not be changed unilaterally except in those areas which are strictly admin-

istrative in their function and do not change the substantive benefits of members.

C. Pension Contributions

Article XIV, Section C of the current contract between the Lincoln Park Police Command Officers Association and the City of Lincoln Park is hereby amended to indicate that effective April 1, 1983, all Lincoln Park Police Command Officers will commence payment of the 7.55% contribution to the Lincoln Park Police-Fire Retirement System which they made originally until January 1, 1982, when the City assumed payment of the member's contribution to their annuity savings fund. This change shall not effect any payments made to the annuity savings fund from January 1, 1982 through March 31, 1983. Members of the Lincoln Park Police Command Officers Association as a unity may determine forthwith whether they wish return of overpayments to said system or whether they would rather those payments remain in the annuity savings funds of the officers involved.

ARTICLE XV - LEAVE TIME

Section 1. Furloughs

(a) Each member shall be entitled to the furlough days as indicated below. A member's annual furlough shall be provided in two (2) seasons. The summer furlough period shall be April 1st to September 30th. The winter furlough period shall be October 1st to March 31st. He shall be entitled to take fifteen (15) working days in any one season, regular leave days not to be counted as furlough days.

1 to 5 years.....	20 days
6 to 14 years.....	22 days
15 years and over.....	27 days

Section 2. Adding Furlough to the Books

Furlough periods may be added to the books, if desired, provided accumulated time does not exceed eighty (80) hours total book time.

Section 3. Additional Leave Allowance

As an incentive to members who do not use over three (3) sick leave days in a one (1) year period, he shall be granted and allowed one (1) day to apply as

added furlough or compensatory time. In addition, if a member does not use five (5) days in a three (3) year period, he shall be allowed to add four (4) days to furlough or compensatory time. Granting of such four (4) days shall start a new three (3) year period for determining eligibility for an additional four (4) day allowance. Said incentive time shall be taken within one (1) year from the date said incentive time is granted.

Section 4. Furlough Schedules

Each month shall be divided into two (2) furlough periods. A member shall not overlap into another member's period unless it is vacant or with the consent of another member who has chosen that period.

Section 5. Extended Furlough

Members may be absent up to forty-five (45) days on furlough with permission of the Chief of Police or his designee.

Section 6. Absence from the City

Members on leave or furlough may absent themselves from the City, State or Country at their option, without written consent from their Commanding Officer or Chief of Police, but shall keep the Department informed of their location, including address and phone number, if possible.

Section 7. Selection of Furloughs

Furlough selection shall be based on seniority, starting with the member having the greatest seniority by their rank on the platoon, division or bureau. One member may take his furlough the same period with a patrolman or detective. If all detectives become command officers, two command officers in the detective bureau may be permitted to be off at the same time.

Section 8. Trading Furloughs

Members shall be permitted to trade their furlough period with another member on the same platoon, division or bureau.

Section 9. Cancellation

Members shall take all leave and furlough dates regularly. Any member who

has his furlough cancelled (including leave days), or any part thereof due to an emergency, shall be paid time and one-half (1½) for all time worked and shall have said cancelled furlough days rescheduled at a later date.

Section 10. Extra Days with Furlough

Members shall be permitted a maximum combination of five (5) accumulated leave days or exchange of days with each furlough period, the same to be taken any time during the period at the option of the member. Member's furlough period may overlap with the permission of the Commanding Officer and subject to minimum manpower requirements, but the five (5) accumulated leave days or exchange of days with each furlough period may not conflict with another member's furlough period.

Section 11. Extra Leave Days

To compensate for time members have contributed to the Department throughout the year, a Lieutenant shall receive three (3) command days off during each furlough period. A sergeant shall receive two (2) command days off during each furlough period.

Open Furlough Period

A member may, with permission, use a portion of any open furlough period.

Section 12. Bereavement

A. A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of current spouse, child, parent.

B. A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of brother, sister, grandchildren, father-in-law, mother-in-law, member of the household.

C. A member shall be granted one (1) working day off when bereavement occurs in order to attend the funeral of brother-in-law, sister-in-law, current spouse's grandchildren, stillborn child, grandparent.

D. If death occurs over 300 miles away, or in an unusual hardship case, an additional two (2) days may be granted. Proof of attendance at the funeral may

be required of any employee requesting bereavement leave under Sections B and C.

E. Should bereavement, as contemplated by the terms of this Agreement, occur during a period of furlough, an amount of time consistent with the above schedule shall be allowed such member over the above furlough time.

Section 13. Personal Leave

Each year between July 1st and June 30th, inclusive, each member shall be entitled to take off two (2) emergency personal leave days. It is understood and agreed that requests for these two days will be automatically honored so that a minimum of one (1) requesting member per shift shall be released. The granting of emergency personal leave days beyond the minimum quota shall be subject to minimum manpower.

Each member shall be entitled to four (4) regular personal leave days. Personal leave days may not be accumulated from one (1) year to the next. All regular personal leave days shall be subject to minimum manpower. The first requesting member to receive first chance at regular personal leave.

Section 14. Military Leaves

Any member of the Lincoln Park Police Command Officers Association who is a member of the National Guard or a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered to active duty training or inactive duty training. A temporary Military Leave of absence for such purpose shall be with pay equivalent to the difference between the member's military pay and his regular City salary for each day of absence from scheduled City employment, if the military pay is less for those same days. Such leave shall not exceed ten (10) calendar year. Continuous City service shall be allowed for the period of temporary military leave of absence.

The person requesting such temporary military leave shall provide the City with reasonable notice thereof, so as to allow sufficient time for rescheduling

of personnel, and shall follow the following procedure:

(a) Requests for temporary military leaves shall include the inclusive dates of leave.

(b) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.

(c) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.

(d) Such person need not submit a statement of earnings from the military leave of absence without pay, or has elected to use annual leave credits to cover the entire period of leave.

(e) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

Section 15. Maternity Leave

When a member applies for maternity leave, the leave shall be regulated by her personal physician. The maternity leave of absence shall not exceed sick (6) weeks after termination of pregnancy.

ARTICLE XVI - TERMINATION BENEFITS

Section 1. Layoffs

In case of layoff from the Department, a member shall receive his health, life and dental and optical insurance for a period of three (3) months from the date of his layoff, if permitted by the insurance carrier.

Section 2. Termination Allowances

Any member who terminates his or her employment prior to attainment of his or her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity, holiday, gun and clothing (but no cleaning)

allowance which would be due for the fiscal year in which termination occurs. Such payments to be made on the date of termination, providing at least two (2) weeks notice has been given.

The above benefits shall not be due a member if said member terminates their employment for other than retirement or death.

Section 3. Benefits at Death

In the event termination is due to a member's death, said termination benefits and any compensatory booktime shall be paid his/her beneficiary, heirs or estate.

Section 4. Payment of Furlough Time

Each member shall be entitled, on his resignation, or retirement, to receive payment for any compensatory booktime, leave or furlough time accruing to each member at time of termination.. On death, such accrued furlough time shall be paid to his/her beneficiary, heirs or estate.

Section 5. Non-Allowable Termination Benefits

Emergency and Personal leave days are not included in any type of termination benefits.

ARTICLE XVII - OPTICAL REIMBURSEMENT PROGRAM

Each member of the Bargaining Unit shall be entitled to apply for reimbursement up to one hundred fifty dollars (\$150.00) per contract period for expenses paid for optical care for the member and their family. The "family" shall be defined as the immediate family living within the household, including the spouse and children not exceeding 19 years of age. Provided however, that this definition shall include children over the age of 19 who are mentally or physically handicapped. Optical care shall include all necessary and reasonable services rendered by a licensed ophthalmologist, optometrist or optician, including the cost of examination, frames, lenses and contact lenses..

ARTICLE XVIII - OUTSIDE EMPLOYMENT

Section 1

A member may engage in outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the member's duties and responsibilities as a police officer.

Section 2

Approval for outside employment must be according to Rules and Regulations, and shall be for a period of one (1) year. The member may request it be renewed after one (1) year.

Section 3

Approval will not be granted for outside employment which would involve more than twenty four (24) hours per week of work, or for work regulated by the Lincoln Park Police Department (i.e) bars, adult movies or adult bookstores, etc.

Section 4

Approval to engage in outside employment shall not be unreasonable withheld.

ARTICLE XIX - DISCIPLINE AND DISCHARGE

Disciplinary action shall be defined as any action taken by the Department against a member for misconduct, including violations of provisions in this contract prescribing misconduct. Disciplinary action may consist of the following:

- A. Corrective counseling
- B. Oral reprimand
- C. Written reprimand
- D. Suspension without pay
- E. Discharge

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

The City agrees that corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimands shall be given only by the Chief of Police, or his designee, and a record will be

maintained only as to the fact that an oral reprimand was given. Disciplinary actions, except for corrective counseling, shall be part of the officer's personnel file.

ARTICLE XX - DISCIPLINE PROCEDURE

(a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance.

(b) Any time that a member is called into the station, on or off duty for disciplinary purposes, he shall be entitled to request that one member of the Board of Directors of the Lincoln Park Police Command Officer Association accompany him during any interview with his Commanding Officer, Chief of Police, or his designee.

(c) A member has the right to be confronted by his actual accuser. The Chief of Police or his designee cannot assume the position of the complainant in lieu of said accuser. The accused shall be advised on disposition of the case and if found innocent or dismissed, the complaint or information shall be removed from his service jacket.

(d) Unexcused absences are subject to disciplinary action.

(e) In no event shall any penalty be increased from that rendered in the original hearing.

(f) Every appeal shall be a total review of guilt or innocence as well as severity of penalty.

MEMBERS RIGHTS

(a) The employer guarantees due process of law including the Garrity and Miranda Warnings.

(b) The Association has the right to provide a representative at the request of the member or members during all administrative and investigatory proceedings when the investigated officer must be present.

(c) An Association member shall not be prohibited from speaking publicly through any form of communication, provided it is not detrimental to the Department or City.

(d) Neither the home address nor photograph of any member suspected of wrongdoing shall be given to the press or the news media without the written consent of the member.

ARTICLE XXI - GRIEVANCE AND ARBITRATION

(a) Every member of the Association shall have the right to present his grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives, witnesses and any members giving information or testimony.

(b) The Grievance Committee shall consist of the Association Board of Directors, any three (3) shall be empowered to act as grievance committee.

(c) Grievances shall be processed according to the following procedure:

1. Members shall notify their grievance committee of a grievance and member shall reduce the same to writing on a grievance form.
2. Grievances affecting a large number of members may be treated as policy grievances and entered at Step 6 of the Grievance Procedure by the Association.
3. The Grievance Committee shall determine if the grievance is meritorious. The Grievance Committee shall present such grievance to the appropriate level command within ten (10) days of said occurrence.
4. The appropriate level of command affected shall act on the grievance so submitted within five (5) days.
5. The Grievance Committee, if not satisfied with the action taken, shall then present said grievance to the next highest step in the chain of command of the Department within five (5) days.
6. This procedure shall continue until the grievance has reached the Commission of Public Safety. Once the grievance has reached this level, the Commission shall have fifteen (15) days to answer the grievance or three days following the first Commission meeting, whichever comes first.
7. If the Association is not satisfied with the decision of the Commission, a pre-arbitration meeting between the Commission and the Association shall be set up with the City's negotiator present within thirty (30) days. (either side may be represented

by counsel if they desire.)

8. If no decision can be reached within thirty (30) days of the meeting in Step 7, the Association may appeal to arbitration by giving notice to the Commission of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of arbitration shall be shared equally by the parties.
9. Saturday, Sunday and holidays shall not be counted in the above time limits.
10. Either party at any step of the procedure may call a meeting to discuss the grievance and reach a solution.

(d) No Strike Clause

The parties agree that for the term of this Agreement there shall be no lockout of the members by the employer nor strike by the members against the employer.

ARTICLE XXII - ASSOCIATION ACTIVITIES

(a) Elected officers of the Association shall be afforded reasonable time during regular working hours without loss of pay or lieu of time, to fulfill their Association responsibilities, including negotiations with the City or Commission, processing of grievances and administration and enforcement of this Agreement. It is also agreed that the president, vice-president, or representative, to a maximum of two, if on duty, be excused for monthly local membership or board meetings.

(b) Association officers shall be permitted to discuss Association business with members during duty hours.

ARTICLE XXIII - SPECIAL CONFERENCE

(a) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

(b) Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5)

calendar days in advance whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the special conference shall be confined to those matters listed on the agenda.

ARTICLE XXIV - SPECIAL ASSIGNMENTS

Section 1

The following procedure will be used in the special assignment of members but not limited to radar officers, school liaison officers, narcotics officers (DRANO), and Special Operation Section.

(1) Proposed assignments will be posted for seventy-two (72) hours on the roll call board.

(2) Members will sign the sheet to indicate their willingness to accept the assignment.

(3) Interested members must sign the list within seventy-two (72) hours unless on vacation, long weekends, sick leave or any other reason, in which case allowances will be made with the mutual consent of the Chief and the Association.

(4) After seventy-two (72) hours, each of the members who have expressed an interest in the available position will be considered by the Chief. In the making of his choice, the Chief will consider the member's qualifications for the position, and the appointment to the position shall be fulfilled by the Chief.

(5) After a period of six (6) months, it will be the duty of the Chief to re-evaluate this assignment and once again create an opportunity for the interested members to apply for this position. It is agreed that the Chief of Police or his designee has the right to remove members from these assignments at anytime.

Section 2. Special Assignment Overtime

If at anytime Special Assignment Overtime should develop where additional manpower is required where overtime pay is involved, the following procedure shall be followed in order to assure equal distribution of overtime work:

(1) Special overtime assignments shall be equally divided. Each particular

overtime assignment shall be evaluated by the administration to determine its specific goals and needs and distribution made accordingly.

(2) The said number of hours shall be equally divided among job classification. It will then be the Chief of Police or his designee's responsibility to see that each member has an opportunity for this particular detail.

(3) Special Assignment Overtime shall only apply to a planned type of overtime at time and on-half (1½).

(4) Upon determining the need for special assignment overtime, the Chief or his designee shall post a notice on the roll call board advising members of such overtime.

ARTICLE XXV - LAYOFFS

NOTE: Demoted in rank in this Article does not refer to demotions for disciplinary reasons.

Section 1

In the event the City determines a layoff is necessary, the City will notify, and within five (5) days will establish a meeting with the Lincoln Park Command Officers Association to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

In the event the Lincoln Park Command Officers Association does not agree with the basis for the cutback, the Lincoln Park Command Officers Association will have ten (10) days to file the issue for arbitration.

If the parties cannot agree on the arbitrator within ten (10) days from the Association notice to file for arbitration, the Association will file for an arbitrator with A.A.A.

Section 2

In the event layoffs result in demotions, they shall be made among all members according to the least seniority in rank.

(a) The last member promoted to Lieutenant shall be the first member reduced to former rank.

(b) The last member promoted to Sergeant shall be the first member reduced to former rank.

Section 3

Members with the most seniority in rank shall be recalled first.

Section 4

When a member is recalled it shall be no lower than their former rank. The recall shall be automatic and not through the promotional procedure.

Section 5

If a vacancy in rank occurs, demoted or laid off members shall be recalled.

Section 6

Notice of recall shall be sent by registered mail, with a copy furnished to the Lincoln Park Command Officers Board of Directors, to the member at his last address as officially recorded by the City. The member shall be responsible to respond to the recall notice within a period of ten (10) working days, excluding holidays and weekends. Failure to respond timely under this Article may cause forfeiture of his right to recall.

ARTICLE XXVI - PROMOTIONS

Section 1. Vacancy

If a promotional vacancy exists with the Department, the Commission must initiate action as soon as possible to fill the position. All tests given shall be validated tests.

Job vacancies shall be posted on the Association board by the Commission of Public Safety for a period of at least fourteen (14) days, showing the time, place and purpose of the examination.

Section 2. Eligibility List

The Commission of Public Safety shall establish an eligibility list on all promotional examinations for a period of twelve (12) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, the Commission shall

fill that vacancy from the said list.

Any member on probation or suspension for a proven unappealed disciplinary action will not be eligible for promotion.

The twelve month eligibility list shall commence on March 1 and shall expire on the last day of February of each year. If the list shall become exhausted, an interim eligibility list shall be established forthwith for the period of time between the exhaustion of the list and the last day of February of each year.

Section 3. Basis of Promotion

Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance, as outlined in the Departmental Orders. The member scoring highest on the combined phases shall be promoted to the position.

Promotional System

A. Program Objectives

This promotion plan is designed to:

1. Provide an effective, fair method of selecting employees for promotion.
2. To provide the department a choice from among the best qualified candidates and assure effective utilization of employees.
3. Insure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or considerations of race, color, religion, sex, age or national origin.
4. Establish procedures for the evaluation of candidates for promotion.
5. Provide incentive for self-improvement of employees.

B. Procedures for Merit Promotion Plan

1. The employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration.
2. All promotions which are of a permanent nature shall be based on the following factors:
 - (a) They shall be on a competitive basis. Employees must have a minimum five (5) years as a police officer with the City of Lincoln Park.

Section 4. Promotional Points

An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following:

1. Written Examination

Each candidate will receive points on the written examination equal to the raw score points scored by the candidate on the exam. The written examination shall be a validated test obtained through the Michigan Municipal League (M.M.L.).

2. Seniority

Each candidate will receive points equal to one (1) point for each year of seniority on the Lincoln Park Police Department. Total months of service shall be counted in the event of a tie. If there is a tie on the basis of total months of service, months of service in rank shall be utilized to break ties.

3. Chief's Evaluation Points

Each candidate will receive points up to a maximum of fifteen (15) awarded by the Chief of Police based upon the following criteria: (said points shall be given prior to administering the written examination).

(a) Personality Traits

Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self-assertiveness, honesty and intelligence.

(b) Aptitude

Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in, law enforcement functions. Aptitude traits would include, firearms proficiency, operation of police vehicle and equipment, and physical coordination and dexterity.

Attitude shall be defined as such traits as open-mindedness, co-operation, ability to work effectively with citizens, fellow-officers, city officials and officials from other law enforcement agencies.

(d) Job Skills

Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of city ordinances and rules and regulations.

(e) Education

Education shall be defined as advance learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated a willingness and desire to attend technical seminars and training programs.

(f) Other Personality Traits

Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

Section 5. Promotional Written Examination Given While on Duty

Members eligible to participate in any Departmental examination for promotion, shall not have time taken away from them for having participated in any such examination while on duty.

Section 6. Eligibility Promotion

All Sergeants promoted after January 1, 1982, who have completed their probationary period and have at least two (2) years in rank shall be eligible to take an examination for the rank of Lieutenant.

Any member on probation or suspension fifteen (15) days or longer for a proven, unappealed disciplinary action will not be eligible for promotion until such probation and suspension is completed. Provided, however, should a member appeal the disciplinary action and it be found that the charges were true, said members shall be removed from the eligibility list or position as the case may be.

Section 7. Association Official Present

An Association member, designated by the Association, who is not a candidate for promotion can be present at the written examination and distribution of points.

Section 8. Probationary Period

Promoted members shall serve a probationary period of twelve (12) months, and during this period, the member shall receive the rate of pay for the rank classification.

Section 9. Revert Back

During the twelve (12) months probationary period the member shall have the opportunity to revert back to his former classification without prejudice. If the member should fail his/her probationary period, they shall be reverted back no lower than their former classification.

In the event the member decides to revert back to his former classification, he will be placed back on the eligibility list from which he was promoted in his original position. If the member has failed his probationary period, he will be eliminated from the list.

Section 10. Lateral Transfers

Lateral transfers within the Department may be made by members, seniority in rank shall prevail, upon their written request and with approval of the Chief of Police.

Section 11. Appointments

If a member is appointed to Chief or Commander by the Commission of Public Safety, the member shall have the opportunity to revert back to his former classification without prejudice. Further, if the member be reverted back by the Commission of Public Safety, the member shall be reverted back to his former classification.

ARTICLE XXVII - EDUCATION

(a) Any member directed to attend school, benefiting both the municipality and the member, shall be considered as attending his normal tour of duty while in attendance or traveling to and from the school. The municipality shall pay the tuition. It shall also pay the housing and food expenses as determined by the Chief or his designee when necessary.

(b) Upon successful completion of schooling, a permanent record of same shall be placed in the member's service jacket.

(c) Upon successful completion of training or schooling by a member taken on their own volition, a permanent record of same shall be placed in the member's service jacket.

ARTICLE XXVIII - VEHICLE CONDITION

The City shall maintain police vehicles in proper appearance and a safe mechanical condition. If a member believes that the equipment he is required to work with is unsafe, he can refuse to work with said unsafe equipment, and remove it from service until such time unsafe condition is corrected. Refusal to work with unsafe equipment shall not be grounds for discipline.

ARTICLE XXIX - VEHICLE ACCIDENT REVIEW BOARD

Section 1.

There shall be an Accident Review Board consisting of two (2) designees of the Chief and two (2) Association Officials. The hearing time and date will be set by the Commanding Officer of the Traffic Safety Division. Officers involved in an accident shall be invited to attend this hearing and shall be permitted to bring in their witnesses if they so desire.

Section 2.

The Accident Review Board shall be bound by the rules of the National Safety Council Award program. The Accident Review Board shall determine whether in their opinion the accident is preventable or non-preventable. The Accident Review Board shall immediately following the hearing, forward a report of their findings to the Chief of Police who shall make a decision. The Accident Review Board and/or the member may appeal to the National Safety Council for a ruling on the particular accident.

Section 3.

Any member of the Accident Review Board or the Association may submit a Minority Report.

ARTICLE XXX - STAFFING

Section 1.

The minimum quota of command officers assigned to each platoon, division or bureau shall be:

Uniform Patrol	One (1) Lieutenant Two (2) Sergeants
Traffic Safety	One (1) Lieutenant One (1) Sergeant
Detective Bureau	One (1) Lieutenant Two (2) Sergeants
Special Operations Section	One (1) Sergeant

If during any time period the Special Operations Section is not staffed with additional personnel, the Sergeant shall be assigned to the Traffic Safety Division.

Section 2. Vacancies

All vacancies resulting from promotion or separation from the Department shall be filled without delay.

ARTICLE XXXI - DEPARTMENT FILES

(a) All personnel records (including but not limited to home addresses, phone numbers and pictures of members) shall be kept confidential and never released

to any person other than officials of the Department or upon the written authorization of the member involved or by court order.

(b) A member shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considered to be detrimental.

(c) Members may inspect their personnel files upon separation and/or retirement during business hours.

(d) All members shall be granted access to their department and personnel records according to Public Act No. 397, Public Acts of 1978, effective January 1, 1979.

(e) The City, upon written request, shall remove disciplinary records every two (2) years from the date of incident from a Command Officer's service file. The City, upon written request, shall remove all other complaints every three (3) years from the date of incident from all files of members of the unit including internal affairs investigation files.

(f) Effective July 1, 1983, or upon ratification of the 1983-84 Lincoln Park Police Officers Association contract, whichever occurs later, the provision regarding departmental files shall be consistent with the terms and provisions of said Lincoln Park Police Officer Association contract.

ARTICLE XXXII - SAFETY, HEALTH AND
UNIFORM COMMITTEE AND HAIR CUT RULE

Section 1.

The parties agree to form a Safety, Health, and Uniform Committee whose purposes it shall be to inform the administration of the Lincoln Park Police Department of matters concerning occupational health and safety. The Association shall send two (2) members to such meetings which shall be held during regular working hours at the Lincoln Park Police Department. Association members who attend such meetings shall not suffer any loss of pay as a result of their attendance.

Section 2.

The function of this committee shall include reviewing existing safety equipment, supplies and procedures, reviewing and recommending corrective and/or preventive safety measures, suggesting changes to police department safety and health rules, police department practices, and review all changes and improvements in uniforms and equipment.

Section 3.

Members shall be allowed to wear short sleeve shirts and no ties in the summer months.

Section 4.

The members agree that the Police Administration will make an effort to uniformly administer the rule governing haircuts. Once a year haircut standards will be reviewed.

ARTICLE XXXIII - POLICE RESERVE OFFICERS

Section 1.

Police Reserve Officers who ride in police vehicles as part of their continued training may ride with any member who volunteers.

Section 2.

Police Reserve Officers shall not be used as additional manpower except in emergency or on special occasions as defined by the Safety Commission.

Section 3.

Police Reserve Officers shall not be permitted to wear the same uniform or similar in color to regular officer's uniforms.

ARTICLE XXXIV - ANIMAL COMPLAINTS

Command Officers shall not be required to handle animal complaints in the normal discharge of their duties.

ARTICLE XXXV - MAINTENANCE OF CONDITIONS

Hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of

the Agreement. The City, through the Commission of Public Safety, shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this Agreement. No member shall suffer a reduction in such benefits as a consequence to the execution of this Agreement unless agreed to by both parties.

ARTICLE XXXVI - SEPARATION OF BENEFITS CLAUSE

If any Article or Section of this agreement or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement or Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXVII - RESIDENCY

The residency rule shall be in effect as included in the arbitration award between the City and the Lincoln Park Police Officers Association dated 1980.

ARTICLE XXXVIII - RULES & REGULATIONS

It is understood and agreed that there exist within the Department, certain personnel rules, policies, practices and benefits which will continue in effect for the period of this Agreement, unless or until changed by mutual agreement of the parties, or by the Employer in accordance with its previously stated Management Rights.

It is the City's intention that work rules and regulations are to be interpreted and applied uniformly to all members under similar circumstances. Any member against whom such rules are enforced, may challenge the reasonableness of their application or interpretation as to him or her through the grievance procedure and the arbitration provisions of this Agreement.

ARTICLE XXXIX - PERMANENT SHIFTS

- Effective upon ratification and receipt of retroactive monies owed to Members per this agreement, the Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts, with the exception of the Detective and Youth Bureaus. The Traffic Safety Division, with the permission of the Chief of Police will be allowed to rotate on the twenty eight (28) day cycle as defined in Article VIII - Hours of Work, Section 1, subsection (d). The procedures for selecting permanent shifts shall be as follows:

- 1) All Members have the privilege of bidding on shifts.
- 2) Shifts shall be assigned on the basis of seniority in rank.
- 3) Shift selection shall be on a six (6) month basis, in conjunction with furlough periods.
- 4) If at any time a member is transferred to another Division or Bureau affected by permanent shifts, seniority in rank will prevail.
- 5) The permanent shift program shall be considered to be on an experimental basis for the duration of this agreement. If the LPPOA should negotiate with the City to revert back to rotating shifts the LPPCOA shall re-open this article for the same purpose.

ARTICLE XXXX - PUBLICATION OF AGREEMENT

A copy of this Agreement shall be provided by the City for all members of the Association.

ARTICLE XXXXI - DURATION

This Agreement shall be effective and shall remain in force from the 1st day of July, 1983- until the 30th day of June, 1986, and thereafter until amended or modified as provided herein.

Either party may, on or after March 1, 1986, serve a notice upon the other party of its desire to amend or modify this Agreement, effective July 1, 1986. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of June, 1983.

FOR THE LINCOLN PARK POLICE
COMMAND OFFICERS ASSOCIATION

Kenneth Strasser
Kenneth Strasser, President

FOR THE CITY OF LINCOLN PARK

Frank M. Sall
Frank M. Sall, Mayor

Joseph Vago
Joseph Vago, Negotiator

Irene B. Bartal
Irene Bartal, City Clerk

Bernard Feldman
Bernard Feldman, Attorney for the
Association

Ronald G. Acho
Ronald G. Acho, Labor Negotiator

John R. Kerekes
John R. Kerekes, Director of Personnel

RESOLUTION

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF LINCOLN PARK,
WAYNE COUNTY, MICHIGAN, IN THE COUNCIL ROOM OF THE MUNICIPAL BUILDING,
HELD UNDER THE DATE OF: February 4, 1985

MOVED BY COUNCILMAN HUNT SUPPORTED BY COUNCILMAN KLAFT

RESOLUTION 85-72

WHEREAS, the Lincoln Park Police Command Officers Association has entered into negotiations with the City concerning matters involving wages, hours and conditions of employment; and,

WHEREAS, an amicable settlement of the contract issues has been arrived at; and,

WHEREAS, the settlement is well within the guidelines that the City has established for all bargaining unit employees,

THEREFORE, BE IT RESOLVED, that the tentative agreement ratified by the Lincoln Park Police Command Officers Association appears to be in the best interest of the City and therefore Council hereby ratifies the aforesaid tentative agreement.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the contract documents.

Motion unanimously carried.

I, Irene B. Bartal, duly authorized City Clerk of the City of Lincoln Park, do hereby certify that the above is a true copy of a Resolution adopted by the City Council at the Regular Meeting held under the date of: FEBRUARY 4, 1985

Irene B. Bartal
IRENE B. BARTAL - CITY CLERK