

9045

6/30/86  
FILE

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF LINCOLN PARK**

**AND**

**LINCOLN PARK POLICE OFFICERS ASSOCIATION  
FRATERNAL ORDER OF POLICE - STATE LODGE OF MICHIGAN**

**July 1, 1983 - June 30, 1986**

*Lincoln Park, City of*

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LINCOLN PARK POLICE OFFICERS ASSOCIATION

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LINCOLN PARK POLICE OFFICERS ASSOCIATION

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AGREEMENT

The City of Lincoln Park, Michigan, hereinafter designated as the "City" and the Lincoln Park Police Officers Association-Fraternal Order of Police, State Lodge of Michigan, hereinafter designated as the "Association" hereby agree as follows:

To a Collective Bargaining Agreement for the period July 1, 1983 through June 30, 1986.

NEGOTIATING COMMITTEES

FOR THE LPPOA

Charles N. Kaminski  
President

Thomas A. Lamarand  
Vice President

Kenneth N. Gazarek  
Treasurer

FOR THE CITY

John C. Eidt  
Labor Negotiator

Robert C. Heyer  
Chief of Police

ARTICLE 1 - RECOGNITION

Pursuant to the authority granted under Act 379 of the Public Acts; 1965, the City recognizes the Association as the exclusive collective bargaining representative relative to salaries, hours of employment and other terms and conditions of employment for all members of the Police Department below the rank of Sergeant.

ARTICLE II - PURPOSE AND INTENT

The general purpose of the 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 Lincoln Park Police Officers Association (Fraternal Order of Police, State Lodge of Michigan).

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

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 the LPPOA (Fraternal Order of Police-State Lodge of Michigan)
5. COMMANDING OFFICER Means the immediate supervisor of member.
6. COUNCIL Means Council, City of Lincoln Park.
7. DEPARTMENT Means the Lincoln Park Police Department.
8. LPPOA Means Lincoln Park Police Officers Association.
9. MEMBER Means all Patrolmen who are included in the bargaining unit represented by the LPPOA.
10. REPRESENTATIVE Means any elected Association official (including shift representatives) of the Lincoln Park Police Officers Association.
11. SERVICE Or length of service - shall include service with the Police Department of the City of Lincoln Park.
12. 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 serve in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service.
13. STRIKE Means any concerted action that interrupts service.

14. PROBATIONARY OFFICER Is a member who has not been promoted to Patrolman by the Commission of Public Safety.
15. BASE RATE Is to be used for computing hours of pay for payments other than normal annual salary, such as overtime.
16. COMMISSION Means Commission of Public Safety, City of Lincoln Park.
17. DEPARTMENT ORDER Means orders issued by proper authority of Department executives governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules & Regulations of the Department as set forth by the Lincoln Park Commission of Public Safety.
18. PARTIES Representatives of the Fraternal Order of Police-State Lodge of Michigan, Lincoln Park Police Officers Association and equal representatives of the City of Lincoln Park.
19. PROBATIONARY PERIOD The probationary period of a member shall be eighteen (18) months which shall commence upon his/her date of hire.
20. GRIEVANCE A grievance shall be defined as any dispute between the City and the Association, and any employee or employees covered under this agreement, arising out of the interpretation, application or administration of a specific article or section of this contract.
21. GRIEVANCE COMMITTEE A committee selected by the executive board of the Lincoln Park Police Officers Association for all purposes set forth herein.



22. ANNIVERSARY DATE  
Shall mean the date of employment of the officer. Anniversary dates may be adjusted to account for leaves of absence or suspensions without pay in excess of thirty (30) days.
23. SPECIAL DAY OFF:  
(S.D.O.)  
An S.D.O. shall be defined as any eight (8) hour increment of book time. S.D.O.'s shall be subject to minimum manpower requirements.
24. M.E.R.C.  
M.E.R.C. shall mean the Michigan Employment Relations Commission.
25. MEMBER/OFFICER  
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.
26. SENIOR LEAD OFFICER  
The term Senior Lead Officer shall mean the twelve (12) most senior officers on the Department who shall have been elevated to that rank, as more fully described in the job description provided in the Departmental Rules and Regulations.

ARTICLE III - WAGES

Section 1

JULY 1, 1983 through JULY 30, 1984 (4%)

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Starting	\$21,024.83	\$808.65	\$10.11
1 Year	\$24,178.65	\$929.95	\$11.62
2 Years	\$25,113.33	\$965.90	\$12.07
3 Years	\$26,780.22	\$1,030.01	\$12.88
Senior Lead Officer	\$27,791.39	\$1,068.90	\$13.36

Section 2

JULY 1, 1984 through JUNE 30, 1985 (4%)

Starting	\$21,865.82	\$840.99	\$10.51
1 Year	\$25,145.80	\$967.15	\$12.09
2 Years	\$26,117.86	\$1,004.53	\$12.56
3 Years	\$27,851.43	\$1,071.21	\$13.39
Senior Lead Officer	\$28,903.05	\$1,111.66	\$13.90

Section 3

JULY 1, 1985 through JUNE 30, 1986 (3%)

Starting	\$22,521.79	\$866.22	\$10.83
1 Year	\$25,900.17	\$996.16	\$12.45
2 Years	\$26,901.40	\$1,034.67	\$12.93
3 Years	\$28,686.97	\$1,103.35	\$13.79
Senior Lead Officer	\$29,770.14	\$1,145.01	\$14.31

ARTICLE IV

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. Twilight Shift  | Any consecutive 8 hrs. between the hours of 6:00 pm to 4:00 am |                     |
| 5. Members on special assignments and in special service shall have flexibility of working hours through mutual consent of the City and the Association. |  |                     |

(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 normal work schedule shall be done on a twenty-eight (28) day cycle. Each member in the uniform platoon shall be entitled to two (2) consecutive days off with long weekends consisting of three (3) consecutive days off every 5th and 6th week, subject to emergency requirements of the Department.

Through mutual consent of the administration and the Association, members of Special Services and Traffic Safety 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 (1) week to compensate for the day lost.

Note: This procedures will not be followed during periods when the permanent shift schedule is in effect.

### 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. Overtime pay shall include applicable shift differential. 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 (1-1/2) times for all time worked in excess of such daily tour. 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.

(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 off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefor.

(d) Periods of overtime which the member has elected to take as lieu time off shall be at one and one-half (1-1/2) times for all time worked and shall be allowed to accumulate to one-hundred twenty (120) hours; and for every eight (8) hours of

time so accumulated the member shall be entitled to take one (1) day off. Taking of accumulated time shall be subject to minimum manpower requirements.

(e) All overtime is to be paid in cash or book time not to exceed one-hundred twenty (120) hours. Officers shall have an option to sell book time back to the City.

(f) Officers may "sell" book time back to the City.

#### Section 2-A Special Assignment Overtime

If, at any time, a situation 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:

(a) Special overtime assignments shall be equally divided as to number of hours for the particular assignments as seen fit by the Chief. Each particular overtime assignment shall be evaluated to determine its specific goals and needs and distribution made accordingly.

(b) The said number of hours shall be equally divided among shifts and bureaus. 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. Once a member refuses any of said overtime for the detail, he shall forfeit all seniority rights for that particular detail.

(c) Should the Chief or his designee not be able to allocate the overtime, the remainder of the allocation shall be filled as best seen fit by the Chief.

(d) This provision shall only apply to a planned type of overtime at time and one-half (1-1/2) and not emergency situations.

Section 3 - 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.

and

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

"Call Back" shall not be defined as including off-duty court appearances. (See Article VI, 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 4 - 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 a minimum of two (2) full hours full pay, plus one-half (1/2) time pay for all hours worked in excess of four (4) hours. On being called to duty while on stand-by status, said member shall be paid at the rate of time and one-half (1-1/2) for duty worked above or beyond regularly scheduled duty hours.

#### Section 5 - Roll Call

All uniform members shall stand roll call fifteen (15) minutes prior to the start of their shift. Command Officer to hold roll call.

#### Section 6 - Overtime/Call-in Procedure

Overtime opportunities shall be equalized among the uniformed shifts and platoons.

There shall only be one overtime roster.

When a shortage of manpower arises on any shift, it shall be filled by the uniform member who has the least amount of accumulated overtime, regardless of shift. In other words, the overtime opportunities shall be first offered to the member with the least total number of opportunities; then to the next lowest and so on.

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.

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

Except in the case of emergency, if a member is on furlough, sick leave, S.D.O., E.P.L., R.P.L., A.W.L. or bereavement, he will not be called in in the event of a shift shortage. If any of the above days are in conjunction with a regularly scheduled day off, the member will not be called or eligible for overtime until his return to work. No member would be required to work in excess of two (2) consecutive shifts.

Each year on July 1st, members' accumulated overtime shall revert to zero (0).

- 1) On completion of any overtime period worked, a member shall indicate to the record officer in charge whether he elects to be paid for such overtime or to take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefor.
- 2) Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate to one-hundred twenty (120) hours; and for every eight (8) hours of time so accumulated, the member shall be entitled to take one (1) full day off. Taking of accumulated time is subject to manpower requirements.
- 3) If the overtime assignment cannot be filled by choice, a member with least amount of seniority (department, not shift) shall be ordered to work by a commanding officer.



ARTICLE V - PHYSICAL EXAMINATION

Section 1

The City shall, at its expense, provide each member with a physical examination once every third year, including, but not limited to, chest X-ray and electrocardiogram.

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 2

The City will provide unlimited sick leave for all regularly appointed members.

Section 3

If a member has a medical problem which in the opinion of qualified medical personnel is non-rehabilitative, the parties agree to negotiate the disposition of the member.

Section 4

No probationary officer up to twelve (12) months shall be paid for more than two (2) consecutive days of illness except on the presentation of a satisfactory medical certificate.

## ARTICLE VI - COURT DUTY

### Section 1 - Off-Duty Court Attendance

For any off-duty court appearance, each member shall receive time and one-half (1-1/2) 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 Attendance

A member appearing in court within three hours of his afternoon work schedule shall receive time and one-half (1-1/2) up to his regular (afternoon) work schedule.

### Section 3 - Additional Court Fees Received

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

Members 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 (1-1/2) for one

(1) hour. If he exceeds one (1) hour, he shall receive the rate of pay as provided in Section 1 of this Article.

ARTICLE VII - COMPENSATED FRINGE BENEFITS

Section 1 - Holidays

(a) A member shall be entitled to the following holidays:

New Years Eve	Independence Day
New Years Day	Labor Day
Lincoln's Birthday	Veterans Day (Nov. 11)
Washington's Birthday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	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 (1-1/2) 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.

Section 2 - Clothing and Cleaning

(a) Clothing Allowance

Each Member shall receive a yearly clothing allowance of two hundred and seventy five dollars (\$275), payment to be made payable by March 15th of each year on a separate check.

(b) Cleaning and Maintenance

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

(c) Probationary employees shall be provided, at the expense of the City, with an initial uniform consisting of the following:

3 Pair of Trousers	1 Sam Brown Belt-Basket Weave
3 Short-sleeve Shirts	1 Garrison Belt
3 Long-sleeve Shirts	1 Holster
1 Tie	3 Keepers
1 Cap	1 Cuff Case
1 Pair of Shoes	1 Shell Case
1 3/4 Jacket	2 Name Bars
1 Raincoat	1 Whistle and Chain
1 Trooper Fur Cap	1 Mace Case
	1 Bullet-Proof Vest

The above items will be provided upon the successful completion of the Police Training Academy.

Should a probationary employee not be confirmed as an officer, the initial uniform, set above, shall be returned to the City.

Cleaning allowance will be allowed on a pro-rata basis from the date of successful completion of the Academy.

### Section 3 - Gun Allowance

(a) 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 in October of each year by separate check (upon completion of the necessary programming on the city computer).

Section 4 - Longevity

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

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

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

Section 5 - Breathalyzer

(a) A merit award of one hundred dollars (\$100) annually shall be paid to all officers maintaining certification as breathalyzer operators. Said merit award shall be paid in February of each year.

(b) In addition the City will pay five dollars (\$5) for each Breathalyzer Test and on each simulator test. This fee will be paid on a monthly basis.

(c) All employees 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) The City has the right to require probationary employees to complete breathalyzer certification with the same three (3) year minimum as noted above.

## ARTICLE VIII - FRINGE BENEFITS

### Section 1 - Medical Insurance

#### (a) Hospitalization Insurance

The City shall provide for all employees and eligible members of an employee's family, the following insurance coverage:

Blue Cross/Blue Shield MVF 2, Master Medical, Option III, with a \$2.00 Deductible Prescription Rider, Medical First Aid Rider with reciprocity agreement and reasonable and customary costs for doctor fees (FAC-RC)

(b) New employees 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.

### Section 2 - Dental Insurance

Effective April 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:

1. A \$30,000.00 Term Insurance Policy with double indemnity.
2. An additional \$2,000.00 Life Insurance Policy which shall be paid up upon retirement under the Policemen's and Firemen's retirement system.

### Section 4 - Optical Program

The City will provide an optical plan equal to the City Optical Plan now in effect or an optical insurance plan of equal value.

Section 5 - Police Professional Liability

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

Insurance for Probationary Employees

(a) Medical Insurance for probationary employees shall be covered on the 6th of the month following the month of their employment.

(b) Dental Insurance for probationary employees shall be effective on the 1st of the month following the month of their employment.

(c) Term Life Insurance coverage will become effective immediately after the first of the month following the date of their hire.

(d) The Paid-Up part of the Life Insurance will become effective one year from the first of the month following date of hire.

Section 6 - Parking Expense

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

Privately Owned Vehicle

Members shall not be required to use their privately owned vehicles for any police purpose whatsoever.



## Section 7 - Shift Differential

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

Afternoon Shift                    10¢ per hour

Twilight Shift                    15¢ per hour  
(6:00 p.m. to 4:00 a.m.)

Midnight Shift                    20¢ per hour.

## Section 8 - Termination Benefits

### (a) Severance and Layoffs

In case of layoff from the Department, a member shall receive his Blue Cross-Blue Shield and Life Insurance coverage for a period of three (3) months from the date of his separation, except in cases of voluntary resignation.

### (b) Termination Allowances

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity, holiday, gun and clothing (but not the 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. Calculation of termination allowance shall be in accordance with the arbitration award of Arbitrator Theodore St. Antoine.

1. When the termination occurs after the receipt of the payment for gun allowance and holiday pay, within the fiscal year, there will be no pro-rating or taking back of benefits.

2. When the termination occurs before the payment of gun allowance or holiday pay within the fiscal year, the payment will be pro-rated by one-twelfth (1/12).
3. Longevity will be pro-rated regardless of when the termination occurs. The fiscal year will not be a factor. This benefit will be based on the normal hire date only. The payment will be pro-rated on ten (10) paid days equal one (1) month and ten (10) months equals one (1) year.

(c) Benefits at Death

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

(d) Payments for Furlough Time

Each member shall be entitled, on his resignation or retirement, to receive any leave or furlough time accruing to said member. On death such accrued furlough time shall be paid to his beneficiaries, heirs or estate.

Section 9 - Cost of Living

(a) 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 Bureau of Labor Statistics, U.S. Department of Labor (1967=100 Base) and hereinafter referred to as the BLS Consumer Index.

(b) Beginning with the BLS Index of October 1, 1982, as a base of zero (0) the rate will be 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.

(c) 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.

(d) 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.

(e) The amount of COLA in effect will be paid quarterly on all hours worked, including overtime, as soon as the BLS releases the figures for the previous quarter (30 days after the end of the quarter).

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.

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

ARTICLE IX - LEAVE TIME

Section 1 - Furloughs

(a) Each member shall be entitled to twenty (20) working days per year as furlough days. A member's annual furlough shall be divided into two (2) seasons, summer and winter. He shall be entitled to take no more than fifteen (15) 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 to 20 Years.....	25 Days
21 Years.....	26 days
22 Years.....	27 days
23 Years.....	28 days
24 Years .....	29 days
25 Years and over.....	30 days

(b) Adding Furlough to the Books

Furlough period may be added to the books if desired, provided accumulated time does not exceed one-hundred twenty (120) hours total book time.

(c) Additional Leave Allowance

As an incentive to employees who do not use over five (5) sick leave days in a three (3) year period, he shall be granted and allowed three (3) days to apply as added furlough or compensatory time. Granting of such three days shall start a new three (3) year period for determining eligibility for additional three (3) day allowances.

Section 2 - Bereavement

Bereavement leave shall be granted to members as follows:

(a) A member shall be granted five (5) working days

off when bereavement occurs, in order to attend the funeral of:

Current Spouse  
Parent  
Child

- (b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Brother	Sister
Father-in-law	Grandchildren
Mother-in-law	Member of 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' 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 of 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 additional three (3) days shall be allowed such member over the above furlough time.

### Section 3- 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 (2) 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.

An additional four (4) regular personal leave days shall be added. These days shall be subject to minimum manpower.

Personal leave time may not be accumulated from one 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.

On Christmas Day, New Years Day and the L.P.P.O.A. dance night, all personal leave time must be submitted forty-eight (48) hours prior to taking the time off. Any personal leave time sought on these occasions will be subject to minimum manpower.

### Section 4 - Leave Time

It is agreed that officers shall not be required to use personal leave time in each fiscal year. Personal leave time not used shall be converted to "book time" and may be used by members in accordance with the rules and policies for the use of book time. Provided however, that the maximum book time to be accumulated shall not exceed one-hundred and twenty (120) hours

and that all book time shall be subject to minimum manpower requirements and further, that no more than forty (40) hours of book time may be paid off upon resignation or retirement, but shall be paid upon the discharge or dismissal of any member.

#### Section 5 - Military Leaves

We recognize the National Guard and Reserve Services as essential to the strength of our Nation and the maintenance of World Peace. We, therefore, join members of the American business community in agreement that:

1. Our employee's job and career opportunities will not be limited or reduced because of their service in the Guard or Reserves.
2. Our employees will be granted leaves of absence for military training in the Guard or Reserve without sacrifice of furlough time.

## PART II

### WORKING CONDITIONS AND REGULATIONS

#### ARTICLE X - 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. The Chief of Police or his designee, will post on Department bulletin boards all modified or new Department Orders at least twenty-four (24) hours in advance of the effective date, except in cases of emergency. The



Association reserves the right to question the reasonableness of these rules through the grievance procedure.

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

## ARTICLE XII - ASSOCIATION ACTIVITIES

### (a) Association Business

Elected officers and shift representatives of the Association shall be afforded reasonable time during regular working hours, personnel permitting, with permission of Commanding Officer, which permission shall not be unreasonably withheld, without loss of pay or lieu time, to fulfill their Association responsibilities, including negotiations with the Commission or the City, processing of grievances and administration and enforcement of this Agreement. It is also agreed that the President and Vice President, or representative, to a maximum of two, if on duty, be excused long enough for monthly local membership or board meetings. Attendance at meetings of the Fraternal Order of Police-State Lodge of Michigan, shall not exceed one man day per month.

### (b) Dues

The City shall deduct, on signed authorization by individual officers, all dues and assessments as certified by the Association and forward same to the Association Treasurer each month.

### (c) Agency Shop

Any person employed with the City and covered by this agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this agreement; or from the time he first became a member of the bargaining unit, whichever is later, shall

as a condition of employment, pay to the Association a service fee, equivalent to regular membership dues of the Association, as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association, unless otherwise notified by the Association in writing within the said thirty (30) days; and provided that the Association shall release the City from fulfilling the obligation to discharge if during the thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this agreement.

The union agrees to protect, save harmless and indemnify the employer from any all claims, demands, suits and other forms of liability by reason of the action taken by the employer for the purpose of complying with this Article of the agreement.

(d) New Applicants

Persons applying for the position of Police Officer shall be given a copy of the Agency Shop Clause.

(e) Bulletin Board

The Association shall be provided a suitable bulletin board in the Police Department Squad (Assembly) Room for the posting of Association notices or other materials.

Such board shall be identified with the name of the Association and the Association may designate persons responsible therefor.

(f) Association Meetings

The Association may schedule meetings on Police Department property. It is also agreed that representatives of the Association, if on duty, be excused to attend to Association duties, provided such meetings are not disruptive to the efficient operation of the Department, subject to approval of the Chief of Police.

ARTICLE XII - WORKING CONDITIONS

(a) No member, except probationary employees, 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.

Note: This provision shall not be operative during the period in which permanent shifts are in effect.

(b) No member shall work in a classification higher than his own. All vacancies, as per minimum shift requirements, including those of a (1) one day's duration, shall be filled by a member of the bargaining unit.

(c) No member shall be forced to walk for more than one (1) hour at a time in weather of twenty degrees (20°) above zero or lower. No member shall be forced to walk for more than four (4) consecutive hours, nor shall any member walk alone unless equipped with direct communication with the station (portable radio). Foot patrol shall not be used for disciplinary action.

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

(e) All vacancies resulting from separations from the Department shall be filled without delay.

(f) The minimum of men working on a platoon at the start of the shift shall be:

1. Eight (8) uniform personnel on the day shift. On Sunday day shift, there shall be seven (7) uniform personnel.
2. Nine (9) uniform personnel on the afternoon shift.

On Sunday afternoon, there shall be eight (8) uniform personnel.

3. Seven (7) men on the midnight shift, excluding the twilight shift.

(g) 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 Association Officers to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

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

If the parties cannot agree on an arbitrator within ten (10) days from the Association's notice to file for arbitration, the Association will file for an arbitrator with the Michigan Employment Relations Commission (M.E.R.C).

(h) Except for the established usage of one (1) two (2) man car during daylight hours the practice shall be to utilize one (1) man cars during the day whenever practical in the Employer's opinion. However, two (2) man cars shall be the standard practice commencing at seven p.m. (7:00 p.m.) or the coming of dusk, whichever occurs later. However, in unusual circumstances which require additional coverage, one (1) man cars may be used.

(i) When there is an odd man, after doubling after dark, he shall work alone with a prep radio. Under no circumstances shall an officer while on probation work alone after dark.

(j) Police Reserve officers who ride in police cars as a part of their continued training shall ride with a Command Officer; however, members may volunteer to take this assignment.

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

(l) Police Reserve Officers shall not be permitted to wear the same uniform or similar in color, to regular officers' uniforms.

(m) Vehicle Condition

The City shall provide continuous improvement of Police Department vehicles. All maintenance shall be done by qualified, certified State licensed mechanics and that all equipment shall be maintained in a safe condition. The parties further agree to comply with the specifications provided in the manufacturer's suggested check list.

If an officer believes that the equipment he is required to work with is unsafe, he shall immediately report same to his Commanding Officer. Refusal to work with unsafe equipment shall not be grounds for discipline.

(n) Animal Complaints

Police officers shall not be required to handle animal complaints in the normal discharge of their duties. The parties agree, however, that when Community Service Officers are not on duty, Police Officers shall handle the following:

Criminal Animal Complaints  
Dog Bites

Vicious and injured animal calls shall result in the dispatching of a Police Officer when no Community Service Officer is on duty, however, at the discretion of the officer in charge at the scene, the Community Service Officer shall be called in to handle these complaints.

(o) Special Assignments

The following procedure will be used in making assignments of members, but not limited to, radar officers, school liaison officer, 6:00 p.m. to 4:00 a.m. shift, narcotics officer (DRANO) and any other assignment deemed necessary by the Department.

1. Proposed assignments will be posted for seventy two (72) hours on the Association bulletin board in the assembly room.
2. Employees will sign the sheet to indicate their willingness to accept the assignment.
3. Interested members must sign the list within the 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 employees who have expressed an interest in the available position will be considered by the Chief. In making his choice the Chief will consider the Officer'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 employees from these assignments at any time.



(p) Permanent Shifts

Effective upon ratification of this agreement, the Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts. The procedure for selecting permanent shifts shall be as follows:

(1) Shifts shall be assigned on the basis of seniority.

(2) There shall be a minimum of two (2) Senior Lead Officers on each of the three (3) regular shifts. In the event that no Senior Lead Officers bid on any of the three (3) regular shifts, the Chief of Police may assign the most "junior" S.L.O. to such assignments.

(3) Shift selection shall be on a six (6) months basis, in conjunction with the furlough periods.

(4) The permanent shift program shall be considered to be on an experimental basis for the duration of this agreement.

(5) The Union President shall be allowed to fill one (1) of the permanent shift slots on the day shift.

ARTICLE XIII - HAIRCUT RULE

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

The Committee will consist of an Association Representative appointed by the Association, a Department Lieutenant designated by the Chief and one (1) member of the Public Safety Commission. Should disagreement over standards develop, a fourth member mutually agreed to by both parties will be consulted.

#### ARTICLE XIV - LAYOFFS

Where bona fide reasons exist the City may lay off subject to Article XII, Section (g), and failing to reach an agreement in the event of a layoff, probationary officers shall be laid off first, thereafter, the members with the lowest amount of seniority. In the event of a recall, the member with the highest amount of seniority shall be called back first. It is understood and agreed that the affected individual shall be qualified to perform the work required. During said layoff period a member's seniority shall not accumulate and no new police officer shall be hired while layoffs are in effect.

It is further understood and agreed that a laid off employee's right to recall shall continue for a period of two (2) years or a span of time equal to his seniority, whichever is greater; and in the event there is no recall within said period, his seniority shall be broken.

Notice of recall shall be sent by registered mail, with a copy furnished to the Association Director, to the employee at his last address as officially recorded with the City. The employee shall be responsible to respond to the recall notice within a period of ten (10) working days. The requirement for a ten (10) day response shall be relaxed only in the event that the employee's failure to contact the Employer is legitimately beyond his control.

If a retirement occurs, a laid off member shall be recalled (based on seniority) to maintain existing manpower.

## ARTICLE XV - FURLOUGHS

### (a) Selections of Furlough

Furlough selections shall be based on seniority, starting with the member having the greatest Department seniority on the platoon. One (1) member may take his furlough the same period with a Command Officer.

### (b) Furlough Scheduling

The Commanding Officer of each platoon and/or Bureau shall post furlough schedules by February 1st of each year for the summer furlough and August 1st of each year for the winter furlough. After posting, the senior member shall have five (5) days to make his selection after the previous selection is made. If the member does not post his furlough within the five (5) day period, he forfeits his seniority rights. The senior member may once again exercise his seniority rights within a five (5) day period after his immediate junior has made his selection of a furlough period. The senior member will forfeit seniority rights if a selection is not made during these allotted periods. Members may leave their selections with their shift representative if they are going to be absent. After selections are made, they shall be frozen, except by mutual consent between officers. Furloughs shall be scheduled by division. Furlough slots shall be in twenty-six (26) weekly increments.

A member electing to take furlough, other than the allowed concurrent days, will make his first selection, then allow all members of the shift to make their first selection prior to

making his second or subsequent selection. Selections to be made by seniority.

(c) Cancellations

Members shall take all leave and furlough days 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 (1-1/2) for all time worked and shall have said cancelled furlough days rescheduled at a later date.

(d) 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 anytime 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.

(e) Absence from the City

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

(f) Trading

Members shall be permitted to trade their furlough period with another member on the same platoon, with consent of the ranking officer.

ARTICLE XVI - OUTSIDE EMPLOYMENT

An employee may engage in outside employment provided that it does not interfere with the proper discharge of the employee's duties and responsibilities as a Police Officer.

Approval for outside employment must be obtained from the Chief of Police. Such approval shall not be unreasonably denied subject to the following:

- A. No permit for outside employment will be approved where the officer shall be required to be armed or take action as a Police Officer while in such employment. Examples of such employment would include work of the following nature:
  - 1. Armed uniform security officer.
  - 2. Serving civil process for private attorneys.
- B. Provided however, that the Chief of Police may review, on a case by case basis, applications submitted for security work other than those set forth above and recommend favorable approval to the Public Safety Commission in cases where such work does not create any civil liability on the part of the City or risk of injury to the officer.

ARTICLE XVII - EXAMINATIONS - PROMOTIONAL

(a) 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.

(b) 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.

(c) Vacancies Posted

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.

(d) Eligibility List

The Commission of Public Safety shall establish an eligibility list on all promotional examinations for a period of six (6) 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.



(e) Revert Back

During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

(f) Trial Period Pay

During the trial period, the member shall receive the minimum rate of pay for the job which he is performing.

(g) 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.
6. Establish clear procedures for operation of the promotional plan.

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.

C. Promotional Scoring

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 International Personnel Management Association (I.P.M.A.).

2. Seniority

Each candidate will receive points equal to one (1) point for each year of seniority on the Lincoln Park Police Department.

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.

(c) Attitude

Attitude shall be defined as such traits as open-mindedness, cooperation, 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 A. of this article and

shall include, but not be limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

(i) Association Official Present

An Association Member, designated by the Association, who is not a candidate for promotion will be present at the written tests. TESTS SHALL BE SCORED BY AN OUTSIDE AGENCY.

(j) Examination Given While on Duty

Members eligible to participate in any Departmental examination for promotion, such examination being given while said members are on duty, shall not have time taken away from them for having participated in any such examination; but said members shall be credited the same as if they were actually on duty.

(k) Special Badge

All present and future members of the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman.

Compensation for experience is accommodated through the longevity pay schedule.

(l) After fifteen (15) years members will be eligible to wear chevrons as agreed between the LPPOA and the Police Chief.

ARTICLE XVIII - DEPARTMENTAL DISCIPLINE

(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 (1) member of the Board of Directors of the Lincoln Park Police Officers Association accompany him during any interview with his Commanding Officer or the Chief of Police.

(c) A member has the right to be confronted by his actual accuser. The Chief of Police 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) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from officers' service files.

(f) The City, upon written request, shall remove all other complaints every three (3) years from date of incident from all files or the officers (Internal Affairs Investigations).

(g) Accident Review

There shall be an Accident Review Board consisting of two (2) Command Officers and two (2) Association Officials, one of

whom may be his shift representative. 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 witness if they so desire.

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. The Accident Review Board and/or the Member may appeal to the National Safety Council for a ruling on the particular accident.

The final decision concerning the accident rests with the Chief of Police.

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

(h) The City's disciplinary policy shall be a progressive disciplinary system consisting of the following progressive discipline:

- (1) Corrective counseling
- (2) Oral reprimand
- (3) Written reprimand
- (4) Suspension without pay
- (5) Discharge

Corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimand shall be given only by the Chief of Police, or his designee. All other disciplinary actions shall be a part of the officer's personnel file containing full details of the disciplinary action taken. Any other aspects of the disciplinary policy that are necessary to clarify the disciplinary process shall be negotiated by the parties.



ARTICLE XIX - GRIEVANCE AND ARBITRATION

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

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

STEP 1

Any employee having a complaint shall first consult with the Grievance Committee. If the Grievance Committee determines the grievance as meritorious, they shall present the grievance to the grievant's immediate supervisor within ten (10) days of when the member knew or should have known of the event giving rise to the grievance. The Supervisor shall, within five (5) days of receipt of the grievance, submit his written response to the Grievance Committee.

STEP 2

If the grievance is not resolved in the first step, the Grievance Committee shall within five (5) days of receipt of the supervisor's disposition, request a meeting with the Chief of Police. The Chief shall meet with the Grievance Committee and then submit his written decision within five (5) days of the meeting.

STEP 3

If the grievance is not resolved in Step 2, the L.P.P.O.A. shall within five (5) days of the Chief's disposition, request,

through the Personnel Director's office, a pre-arbitration meeting with the Association and the City's negotiator, which shall be set within thirty (30) days from the date of such request. Either side may be represented by counsel if they desire.

STEP 4

If no decision can be reached, the Association may, within thirty (30) days, appeal to arbitration by giving notice to the Personnel Director's office 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 Michigan Employment Relations Commission for the selection of an arbitrator under their voluntary labor arbitration rules. The expense of the arbitrator shall be shared equally by both parties.

(d) Saturday, Sunday and holidays shall not be counted in the above time limits. Time limits may be extended by mutual agreement which shall be in writing.

(e) Either party in any step of the procedure may call a meeting to discuss the grievance and reach a solution.

(f) Powers of the Arbitrator

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of the specific articles and sections of the agreement, and it shall be without power or authority to make any decisions:

Section 1: Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

Section 2: Involving the reasonable exercise of discretion by the City under the provisions of this agreement, its charter, or applicable law.

Section 3: Limiting or interfering in any way with the powers, duties or responsibilities of the City under its charter, applicable law, and rules and regulations having the force and effect of law.

Section 4: Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rules does not conflict with this agreement.

Section 5: Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

Section 6: Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matter in dispute.

Section 7: Granting any right or relief for any period of time whatsoever prior to the effective date of this agreement or subsequent to the date upon which this agreement shall terminate.

(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.

(e) Association Members Rights

Each member of the Association shall be granted rights as provided herein relative to disciplinary proceeding. Such rights shall include any and all rights provided under state or federal law to citizens of the State of Michigan or United States of America.

1. Any member who is accused of violating any criminal law, city, state or federal, shall be entitled to his full rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically excepted in this agreement.

2. The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matters scheduled to be heard. Such notice shall indicate the time and place of the hearing. The City shall provide a list of all witnesses to be presented at such hearing. The Association shall provide the City with a list of all witnesses intended to be presented.

3. After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least twenty-four (24) hours from the time of the order in which to comply. If any member is ordered

to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to consult with their Association representative or legal counsel prior to making any statement. The refusal to make a statement after Garrity warnings have been given, will subject the employee to disciplinary action.

4. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member.

5. A member shall have the right to have an Association officer and legal counsel present at the Chief's hearing for advisory purposes. Representatives of the employee may not participate in the proceeding. Throughout the disciplinary process, the member is presumed to be innocent and that presumption remains until the Department overcomes such a presumption by a preponderance of evidence.

6. All members of the Department shall have the freedom to speak in public and through any form of communication to the same extent that any citizen of the United States is afforded that privilege.

7. Members shall be permitted to engage in political activities, partisan or non-partisan, except when on duty, while in uniform, while acting in an official capacity or in a manner which brings discredit to the Department.

8. Whenever a disciplinary penalty has been modified or set aside and the affected employee submits a claim for a partial

or full reimbursement for back pay which has been ordered by the arbitrator, he shall be paid such amount determined less any amount that he may have earned while on such period of suspension or discharge.

ARTICLE XX - 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.

The parties further agree that all provisions of the City Charter, ordinances and resolutions of the City Council as amended from time to time, relating to the working conditions and compensation of members, are incorporated herein by reference and made a part thereof to the same extent as if they were specifically set forth.

ARTICLE XXI - RULES FOR APPROVED ABSENCES AND LEAVES

(a) 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 the time and one-half (1-1/2) premium pay provided for under Article VII, Section I (c) of this Agreement.

(b) Neither the City nor the Department shall change a member's day off or schedule a member to work another shift in order to avoid paying said member holiday premium pay or allow another member to take advantage of said holiday premium pay.

(c) Off Duty Court Appearances

Normally, members shall not be required to attend District Court during their furlough periods. 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.

(d) 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.

(e) 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 officer shall be required to register (book) the prisoner, unless it is not his responsibility.



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

(g) Weekly Leave and Annual Leave

Each member shall be eligible for leave of absence to two (2) days of twenty-four (24) hours off duty in every seven (7) days and a furlough consisting of a minimum of twenty (20) working days in each calendar year.

(h) Emergency Use

A member may, in an emergency or unusual hardship, with permission, use a portion of any open furlough period.

(i) 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 six (6) weeks after termination of pregnancy.

ARTICLE XXII - EDUCATION

(a) Any member, except probationary officers, 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 when necessary.

(b) Upon completion of accredited college courses a permanent record of same shall be placed in the member's service jacket.

(c) Tuition Reimbursement Policy:

Members of the Association will be reimbursed for the cost of criminal justice curriculum courses when attendance is in conformity with the City's General Educational Policy.

ARTICLE XXIII - RULES AND REGULATION REVIEW

Departmental Rules and Regulations shall be reviewed after the signing of this agreement and shall be completed no later than twenty-four (24) months from the date of this agreement. Recommendations of the Association concerning modification of the Rules and Regulations shall be made through the office of the Chief of Police to the Commission of Public Safety.

ARTICLE XXIV

Copy of this Agreement shall be provided by the municipality to all members of the Lincoln Park Police Officers Association.

ARTICLE XXV - SPECIAL CONFERENCES

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

2. 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 fifteen (15) 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 on the agenda.

ARTICLE XXVI - PERFORMANCE EVALUATION RATING

Each employee shall be rated by his or her immediate supervisor.

Upon completion of the rating, each member will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluations. The original copy shall be placed in the member's personnel file.

Any member who wishes to appeal his/her performance evaluation must make a written request to the Chief of Police within thirty (30) days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating. The matter will be heard by the Chief of Police as expeditiously as circumstances permit. Upon request, a member may have one (1) union representative present at this hearing. Performance evaluation ratings shall not be subject to the grievance procedure.

ARTICLE XXVII - RESIDENCY

All members of the Department shall be required to maintain residency in the City of Lincoln Park except as may be permitted by virtue of an arbitration award dated March 6, 1980 between the City of Lincoln Park and the Lincoln Park Police Officers Association, which is hereby incorporated into this agreement by reference.

ARTICLE XXVIII - DURATION

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

Either party may, on or after March 31, 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 10<sup>TH</sup> day of APRIL, 1984.

FOR THE LINCOLN PARK POLICE  
OFFICERS ASSOCIATION

FOR THE CITY OF LINCOLN PARK

Charles N. Kaminski  
Charles N. Kaminski, President

Frank M. Sall  
Frank M. Sall, Mayor

Kenneth N. Gazarek  
Kenneth N. Gazarek, Treasurer

Irene B. Bartal  
Irene B. Bartal, City Clerk

Thomas A. Lamarand  
Thomas A. Lamarand,  
Vice President

John C. Eidt  
John C. Eidt, City Negotiator

Michael Somero  
Michael Somero  
F.O.P. Representative

Robert C. Heyer  
Robert C. Heyer, Chief of Police