

6/30/88

AGREEMENT  
BETWEEN  
THE CITY OF HIGHLAND PARK  
AND  
HIGHLAND PARK PUBLIC SAFETY OFFICER UNIT  
MICHIGAN LAW ENFORCEMENT UNION,  
TEAMSTERS LOCAL 129

\* \*

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*Highland Park, City of*

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## AGREEMENT

This Agreement entered into on this \_\_\_\_ day of October 1985 between the City of Highland Park, a municipal corporation, hereinafter sometimes referred to as "City" or "Employer" and Highland Park Public Safety Officer Unit, Michigan Law Enforcement Union, Teamster Local 129, hereinafter sometimes referred to as "Union", representing certain employees of the City, hereinafter sometimes referred to as "employee", "employees", or "member", superseding and supplanting any and all written or oral collective bargaining agreements heretofore entered into between the parties or their predecessors and as successors to the Highland Park Police Officers Associations and the Highland Park Police Command Officers Association entered into between the parties covering these employees.

## PREAMBLE

It is the intention of the parties to maintain peaceful and orderly labor relations, and to serve the citizens of Highland Park and community with the highest quality of public safety, law enforcement, fire services and protection.

To these ends, the Union agrees that it will not cause, nor permit its members to cause, nor take part in any work stoppages, slowdowns, or strikes. Any employee or employees who take part in work stoppages, slowdowns or strikes shall be subject to disciplinary action.

The Employer agrees there will be no lockouts.

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

ARTICLE I

RECOGNITION

Sec. 1. The City recognizes the Union as the exclusive bargaining agent with respect to wages, hours, and other terms and conditions pertaining to employment in the bargaining unit hereinafter described.

Sec. 2. The bargaining unit consists of those employees employed as public safety officers who perform general police and fire control work as a member of a combined police-fire unit and does related work as required. Further, the Union shall be the exclusive bargaining agent of those employees presently employed as sworn officers who do not elect to become public safety officers.

Sec. 3. The following personnel are excluded from the bargaining unit: Public Safety Director, Deputy Public Safety Director, and all civilian and auxiliary personnel.

ARTICLE II

UNION SECURITY AND AGENCY SHOP

Sec. 1. Membership in Union is not compulsory. Employees may join, elect not to join, maintain, or resign their membership in Union as they see fit. However, since the Union is the recognized representative of all the employees in the bargaining unit, and each employee benefits equally from such representations without regard to whether he is a member of the Union, it is fair that each employee in the bargaining unit assume his fair share of the expense of such representation.

Accordingly, any employee who is not a Union member, either by election or resignation, shall as a condition of continued employment, pay to the Union an amount equal to that paid by other employees in the bargaining unit who are members of Union, which amount shall be limited to a sum equal to Union's regular and usual initiation fees, its regular and usual dues, and its general and uniform assessments. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective dates of this Agreement or for new employees thirty (30) calendar days following the confirmation of their employment, shall be discharged by the Employer.

Sec. 2. The Union agrees to release and hold harmless and shall defend the City from any and all claims, demands, suits or actions that may arise by reason of this Article.

Sec. 3. Neither the employer nor the Union shall exert any pressure upon or discriminate against any employee with regard as to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms of this agreement during the working hours of the employees or in any manner interfere with employees engaged in work.

Sec. 4. During the period of time covered by this agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee or Union member hereby authorizes the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

For present regular employees, such payments shall commence on the effective date of this agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Sec. 5. The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

It is the intention of the parties to maintain peaceful and orderly labor relations, and to serve the citizens of Highland Park with the highest quality of protection and safety to the persons and property in the City of Highland Park.

To these ends, the Union agrees that it will not cause, nor permit its members to cause, nor take part in, any work stoppages, slowdowns, or strikes. Any employee or employees who take part in work stoppages, strikes, slowdowns shall be subject to disciplinary action.

The Employer agrees that during the term of this agreement, there will be no lockouts.

### ARTICLE III

#### CHIEF STEWARD, STEWARDS, ALTERNATE STEWARDS AND COMMITTEE MEMBERS

Sec. 1. Employees in the Bargaining Unit may be represented by the Chief Steward who will have the necessary time to act in his Union capacity without loss of pay. He will serve in all Special Conferences and will handle grievances at Step 3. He shall request permission of his immediate supervisor when leaving his work area and such permission shall not unreasonably be withheld to attend meetings in accordance with the above provisions. He shall be assigned the day shift - Monday through Friday. Further, if a one-man car is to be assigned to the day shift, the Chief Steward shall be assigned a one-man car. If the Chief Steward is a PSO 1 or a PSO 2, the alternate shall be a PSO 3 or a PSO 4. If the Chief Steward is a PSO 3 or a PSO 4, the alternate shall be a PSO 1 or a PSO 2.

Sec. 2. Union employees on each shift shall select a Steward who is a regular employee working on that shift to represent them. Union employees on each shift may also select an alternate Steward, who is a regular employee working on that shift to represent them in the absence of the Steward.

Sec. 3. The Steward or the Alternate Steward in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The

supervisor shall grant permission within a reasonable time after the first hour of the shift for the Steward to leave his work for these purposes subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

The Steward and Alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Sec. 4. The Union will furnish to the Director of Public Safety and the Director of Labor Relations the names of its authorized representatives within the unit and such changes as may occur from time to time in such representatives or committee members so that the Employer may at all times be advised as to the authority of the individual representatives or committee members of the Union with which it may be dealing.

#### ARTICLE IV

#### MANAGEMENT RIGHTS

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, rights, powers, and authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City; and all responsibilities, rights, power, and authority the City had prior to the execution of this Agreement will remain exclusively without limitation, within the rights of the City.

The City retains its rights in accordance with the Constitution and

laws of the United States, constitution and laws of the State of Michigan, and the Charter and ordinances of the City of Highland Park.

## ARTICLE V

### GRIEVANCE PROCEDURE

Sec. 1. A grievance shall mean a complaint or a dispute by an employee in the bargaining unit which expresses his belief that there is a violation of, misinterpretation of, or inequitable application of, the provisions of this Agreement.

Sec. 2. It is the intention of the parties to settle all grievances promptly on an informal level. All such settlements shall be in writing and signed by both parties.

Sec. 3. It is mutually agreed that all grievances, arising under and during the life of this Agreement, shall be settled in accordance with the procedure herein provided.

Step 1: Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding. Before initiating a grievance, the employee must first discuss the matter orally with his immediate Supervisor, or designee hereinafter referred to as Supervisor, within five (5) working days of the occurrence of the grievance or within five (5) working days after returning from an authorized leave.

Step 2: If the matter is not resolved, the Steward and/or the employee may discuss the complaint with the Supervisor. If still not resolved, it shall be reduced to writing on the regular grievance form provided by the local Union, signed by the employee and presented to the employee's Supervisor within five (5) working days. The Supervisor shall answer said grievance within five (5) working days of receipt of same.

The grievance form shall contain: a) Facts upon which the grievance is based, citing alleged violation of the agreement; and b) The remedy.

Step 3: If the grievance is not settled in Steps 1 and 2, the Union may within five (5) working days after the Supervisor's answer request a meeting between the Chief Steward or his representative, and/or the Director of Public Safety or his representative to review the matter. Such meetings will be held within ten (10) working days after the date of written request, and the Director or his Representative shall render his decision within five (5) working days thereafter.

Step 4: In the event that the Director or his representative is unable to resolve the grievance, it shall be served upon the office of the Director of Labor Relations within five (5) working days of the Director's answer. The Director of Labor Relations or his designee shall submit a written answer within ten (10) working days of receipt of the grievance.

The time limits specified at any step of the Grievance Procedure may be extended only by mutual agreement between all parties involved. In the event the grievant and/or the Union does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer.

In the event the Employer does not answer a grievance within the time limits provided (including extensions, if any), the Union may process the grievance to the next step of the grievance procedure if it so desires.

Step 5: Arbitration. If the grievance is not settled in the last step above, the Chief Steward or his representative may submit such grievance to Arbitration. This submission shall be made within ten (10) working days after receipt of the Step 4 answer. Each grievance submitted to Arbitration shall be submitted to the Federal Mediation and Conciliation Service and shall be governed by its Rules and Regulations then pertaining.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from, the terms of this Agreement, nor to make any recommendation

with respect thereto. The Arbitrator shall be restricted to a strict interpretation of the specific terms of the section of the Agreement which is alleged to have been violated. Both parties agree to be bound by the Award of the Arbitrator and that the cost of any Arbitration proceeding under this provision shall be borne equally between the parties, but the fees and wages of Representatives, Counsel, Witnesses or other persons attending the hearing shall be borne by the party incurring them.

Sec. 4. Working days as described in the grievance procedure shall mean Monday through Friday and shall not include Saturdays, Sundays, or holidays.

#### ARTICLE VI

#### SPECIAL CONFERENCES

Sec. 1. Special Conferences for important matters, not normally subject to the Grievance Procedure, will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Sec. 2. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held during regular working hours. The Members of the Union shall not lose pay for the time lost in such special conferences.

Sec. 3. Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

## ARTICLE VII

### LAY-OFF

Sec. 1. "Lay-off" is defined as any reduction in the work force.

Sec. 2. If it becomes necessary for lay-off, the following procedure will be followed. Probationary employees and all temporary employees who are working in job classifications within the bargaining unit shall be laid off first. Lay-off for permanent employees shall be by job classification. Least seniority employees in the job classification shall be laid off first.

Sec. 3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off and whenever possible, fourteen (14) days. The Chief Steward of the bargaining unit shall receive from the Director of Public Safety a list of the employees being laid off. Any employee who wishes to "bump" into a lower job classification shall give written notice to the Chief Steward, the Director of Public Safety, and the Director of Labor Relations, within the above-prescribed time limits.

## ARTICLE VIII

### RECALL

If the working force is increased after a lay-off, employees will be recalled according to seniority as defined below. Notice of recall shall be sent by certified mail to the Union and to the employee at his last known

address. If an employee fails to give notice of his intention to report for work within five (5) calendar days from the date of mailing of notice of recall, he shall be considered a voluntary quit. Extensions may be granted by the Employer.

## ARTICLE IX

### SENIORITY

Sec. 1. A new employee hired in a permanent position in the unit shall be considered as a probationary employee for the first six (6) months of his employment, and he shall be entered on the seniority list of the unit and shall rank for seniority from the date of appointment.

Sec. 2. Anniversary Date. The anniversary date of service for the purpose of this Agreement shall be the original date of appointment to the Public Safety Department or its predecessor departments. This shall also be defined as city seniority. In cases of ties in departmental or class seniority, city seniority shall prevail. When "years of service" is used in this Agreement, it refers to employee's anniversary date.

### Sec. 3. Departmental Seniority

(a) The Department of Public Safety shall establish a separate seniority list of all persons electing to become employees of the Department of Public Safety. Each person shall be assigned departmental seniority on the basis of his election to become an employee of the Department and the election is made within sixty (60) days after the execution of this Agreement. Any person so electing to become an employee of the Department within

sixty (60) days shall have seniority from the date of the execution of this Agreement.

- (b) A person who elects to become an employee of the Department of Public Safety more than sixty (60) days after the execution of this Agreement shall have his departmental seniority as of the date of his election and such person shall have a lesser departmental seniority than a person electing to become an employee of the department within the sixty (60) day period set forth in Section (a) above notwithstanding his seniority prior to his election and any seniority provisions in conflict shall give way to departmental seniority.
- (c) In the event of a lay-off, employees having comparable position seniority, then the employee with the highest Public Safety departmental or city seniority shall have the right to "bump" the employee or employees with lesser Public Safety departmental seniority.

Sec. 4. Position Seniority. Position or job classification seniority of Public Safety officers shall commence with the date of appointment to a given position. Position or job classification seniority shall also include prior service in such rank or in higher rank in the department.

Sec. 5. Loss of Seniority. An employee shall lose his seniority for any of the following reasons:

- (a) Resignation or "quit".
- (b) Termination for just cause.

- (c) Absence for three (3) consecutive scheduled work days without giving notice.
- (d) Death.
- (e) Retirement.
- (f) Failure to return to work from an authorized leave of absence without notice or excuse.
- (g) Lay-off for a period of more than two (2) years.

Sec. 6. Job or Duty Assignment. Seniority in positions shall be the prime consideration in granting assignments providing the employee requesting such assignment has the ability to perform the assignment. Granting or denying the requested assignment shall not be done in an arbitrary or officious manner.

Sec. 7. Seniority During Leaves of Absence. Employees on approved leaves of absence shall have their seniority frozen as of the date of commencement of the leave of absence, except that employees on military leaves of absence or sick leaves of absence shall continue to accumulate seniority.

#### ARTICLE X

##### EXAMINATION AND PROMOTION

The parties hereto agree to enter into a separate memorandum of understanding to provide for examination and promotion procedures. If the parties hereto cannot agree upon such a procedure, the Memorandum of Understanding, Exhibit 1, will be utilized.

## ARTICLE XI

### LEAVES OF ABSENCE

Sec. 1. For good cause, leaves of absence without pay for a reasonable period not to exceed six (6) months may be granted to permanent employees with one (1) or more years of service without loss of seniority. However, an employee receiving such leave of absence shall not receive or accrue any vacation time, sick leave, days of leave with pay, holiday pay or any other paid time or fringe benefits normally given to regularly working employees. Such leave may be extended at the City's discretion. All leaves of absence shall be granted only upon approval for such leave by the Mayor.

Sec. 2. Union Leave. Leaves of absence, without pay, will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of working days will not exceed ten (10) in any one (1) calendar year.

Not more than one employee at any one time elected to a Union office or selected by the Union to do work which takes him from his employment with the Employer shall be granted a leave of absence, without pay, and without loss of seniority, notwithstanding any other provisions in the contract to the contrary, not to exceed one (1) year or the term of office, whichever is shorter.

Sec. 3. Educational Leave. An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of one (1) year without pay or benefits. This leave may be extended by mutual agreement.

Sec. 4. Maternity Leave. Request for maternity leave of absence shall be provided in accordance with the provisions of Section 1 above.

Sec. 5. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for Jury Duty. Employees shall be paid the difference between any Jury Duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Sec. 6. Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Sec. 7. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer in writing.

Sec. 8. Further extension beyond the return date designated may be granted if such extension of time is necessary and just. Such extension shall not be unreasonably withheld.

ARTICLE XII  
MILITARY LEAVE

Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

Sec. 1. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve, are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during the time they are engaged in active duty. Such leave time shall not exceed two (2) calendar weeks. The Employer shall make up the difference between military pay and the normal take-home pay.

- Sec. 2. (a) Employees who are called for a physical for the Armed Forces are to be granted time off for the day of the physical.
- (b) An employee with one (1) or more years of service in the bargaining unit who shall volunteer into the Armed Forces of the United States, shall upon completion of such service be reinstated to his former position or to a position of like seniority, status, and pay, with the further provision that the length of service with the Armed Forces shall be included in the determination of his seniority, status, and pay upon such reinstatement; provided that he shall be honorably discharged from the military service, that he is still mentally and physically qualified to perform the duties of such position, and that the application for re-employment is made within ninety (90) days of the honorable discharge or from hospitalization continuing after discharge for a period not to exceed one (1) year.

## ARTICLE XIII

### HOURS AND SCHEDULES OF WORK

Sec. 1. The work week shall consist of five (5) consecutive days per week.

Sec. 2. The work day shall consist of eight (8) consecutive hours per day.

Sec. 3. Hourly Rate. The hourly pay rate of employees shall be determined by dividing the annual rate of pay by 2,088 hours, unless the month of February contains 29 days, in which event the annual rate of pay shall be divided by 2,096 hours to determine the hourly pay rate. The daily rate of pay shall be arrived at by multiplying the hourly rate of pay by eight (8) hours.

Sec. 4. Scheduling. Work and shift schedules shall be posted by the City no later than fifteen (15) days preceding the month in which it is to be effective. Employees shall be notified at least seven (7) days in advance of any schedule or assignment change unless the schedule or assignment change was with the consent of the employee involved. Schedules may be traded if both employees agree and such trade is approved by the shift commander affected. Such approval shall not be unreasonably withheld.

## ARTICLE XIV

### OUTSIDE EMPLOYMENT

Any public safety officer or employee of the Highland Park Department of Public Safety (hereinafter "Department"), desiring to engage in outside employment shall, either prior to obtaining such employment or upon being employed

outside the Department, comply with the rules and regulations as to outside employment.

The Department shall be notified of such outside employment including the name of the employer and the approximate number of hours worked or expected to be worked per week.

The Department shall be notified of the type of outside employment.

Public Safety officers or employees who are engaged or may become engaged in outside employment shall not carry any equipment issued by the Department including but not limited to weapons and uniforms or parts thereof.

A Public Safety officer or employee shall not contract for his services as or hold himself out to be a private security guard agency under the provisions of Act 330, P.A. 1968 as amended or as a private detective agency under the provisions of Act 285, P.A. 1965, as amended or any comparable law that may hereafter be enacted without first being licensed as required by state law and shall comply with all the requirements for such licensure.

Failure to adhere to the rules as they pertain to outside employment shall be the basis for disciplinary action.

#### ARTICLE XV

#### MISCELLANEOUS

Sec. 1. Uniforms. The City shall retain the right to prescribe the uniform to be worn by the Public Safety Department personnel. The City shall provide and maintain employees with all necessary turn-out gear, equipment and articles of clothing required in the performance of their duties.

Sec. 2. (a) Personnel Files. The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request, in the presence of the Employer, have access to his personnel file and shall be given a copy of all items contained therein.

(b) Records. The Union shall have the right, with Employer's prior written consent, to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, during the City's normal business hours.

Sec. 3. Union Visitation. Authorized Representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Sec. 4. Training.

(a) An employee selected by the Employer to attend training schools shall be compensated as follows:

- (1) Compensation while attending school shall not exceed eight (8) hours per day.
- (2) The Employer shall pay the tuition, expenses, and provide transportation. Employees shall receive mileage for use

of personal vehicles as authorized by the City and shall be the same reimbursement as received by other City employees if the class is held outside Wayne County.

- (b) The Director of Public Safety or his designee shall post notices of schools or training that are available, the dates, location, and costs.
- (c) Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage as authorized for other City employees.

Sec. 5. Defective Equipment.

- (a) If an employee is operating a vehicle which he believes is operationally defective, including statutory emergency vehicle requirements, the employee shall immediately advise his Supervisor of such defective vehicle. The employee shall return the vehicle to the station if such can be done safely, or else park the vehicle when the defect is discovered.

The employee shall submit a report of the defective vehicle on forms furnished by the Department.

The Director of Public Safety or his designee shall compile a record of the vehicles alleged to be defective, listing the defects complained of, and the list shall be forwarded monthly to the Director of Labor Relations and the Director of the Department of Public Services.

- (b) The Employer shall promulgate rules and regulations to assure

the vehicle an employee is operating is in safe operating condition and meeting the statutory emergency vehicle requirements and vehicle operational and procedures to be followed in the event of vehicle accidents.

Sec. 6. False Arrest Insurance and Legal Assistance.

(a) False Arrest Insurance. The Employer shall provide employees with False Arrest Insurance with premiums paid by the Employer, or City will be self-insured.

(b) Legal Assistance. The Employer will provide to the employee such legal assistance as may be required or needed from time to time as a result of acts arising out of and in the course of the employee's performances of his public safety duties and responsibilities.

Sec. 7. Bulletin Boards. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Chief Steward for the Union. The Union will promptly remove from such Union Bulletin Board, upon the written request of the Employer, any material which is detrimental to the Union-Employer relationship.

Sec. 8. Rest Periods. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back on duty, except in situations of manpower shortage or emergencies.

Sec. 9. Pay Periods. The Employer shall grant bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Sec. 10. Rules and Regulations. The Employer shall have the right to promulgate the rules and regulations of the Department which will be placed in a book and given to each employee. Should a rule or regulation be changed, the change shall be posted and a copy given to the Chief Steward of the Union.

Sec. 11. Trading of Shifts. The employee shall be allowed to trade a shift providing the following have been complied with:

- (a) The employee notifies the shift director at least 24 hours in advance of desired changes.
- (b) Both employees agreeing to change, initial log book.
- (c) Approval has been received from the shift director.
- (d) In cases of emergency, trades may be made by verbal confirmation by the shift director.

Sec. 12. Roll-Call Time. Employees shall not be required to report for "Roll Call" 20 minutes prior to the start of their shift. However, the Employer shall have the right to stagger the starting times of shifts.

ARTICLE XVI

OVERTIME, SHIFT DIFFERENTIAL, CLOTHING ALLOWANCE,  
OFF-DUTY POLICE ACTION, HIGHER CLASSIFICATION  
AND COMPENSATORY TIME

Sec. 1. Overtime.

- (a) Overtime pay shall be one and one-half (1-1/2) times the hourly rate for all hours in excess of eight (8) hours in any twenty-four (24) hour period or eighty (80) hours in any bi-weekly pay period.
- (b) Equalization of Overtime. The City will attempt to equalize overtime as equally as possible within a unit.
- (c) Court Time. Employees who are subpoenaed to appear in Court on off-duty time shall receive a minimum of three (3) hours at straight time or time and one-half (1-1/2) for all hours in excess of two (2) hours, whichever is greater.
- (d) Call-In Time. Employees required to report for work at a time other than their normal shift shall receive a minimum of three (3) hours at straight time or time and one-half (1-1/2) for all hours worked, whichever is greater.

Sec. 2. Shift Differential. Employees assigned to the afternoon shift shall receive a shift premium of 10 cents per hour. Employees working the midnight shift shall receive a shift premium of 15 cents per hour. Shift premiums shall be added to the hourly rate of the employee so affected.

Sec. 3. Clothing Allowance.

- (a) All non-supervisory persons assigned to plain clothes will be

paid \$150 per year for the purchase of clothing. Payment will be made on or about July 1st of each year.

- (b) All supervisory employees (plain-clothes) will be paid \$225 per year allowance, on or about July 1st of each year.
- (c) Supervisory employees (non-plain clothes) will be paid \$150 per year allowance, on or about July 1st of each year.
- (d) Employees assigned to plain clothes duties for periods of ninety (90) or more consecutive work days shall be paid a pro-rated amount for clothing. This pro-rated amount shall be based on 1/126 of \$150 for each work day of such assignment. Payment shall be made at the conclusion of such assignment.

Sec. 4. Off-Duty Police Action. Any employee who becomes involved in a police action while off duty shall be paid a minimum of three (3) hours pay at straight time or time and one-half (1-1/2) for actual hours worked. However, this provision shall not apply if the police action taken was in the course of the employee being in the employment of an outside employer at the time of the occurring incident.

Sec. 5. Higher Classification. Employees working in a higher classification for a period of eight (8) hours or more in the higher classification will be paid the higher rate provided such employee performs that kind of work that takes fully under consideration the total job content that the higher rate is founded upon.

Employees who are performing a partial function of a higher classification shall not be deemed as meeting the criteria for a higher rate of pay for performing higher classified work.

Sec. 6. Compensatory Time.

- (a) An employee may accumulate compensatory or book time in lieu of overtime. Such compensatory time shall be liquidated either by a cash payment for the accumulated compensatory or book time or its equivalent in paid time off to be charged against the compensatory or book time.
- (b) Accumulated compensatory or book time, if any, shall be liquidated on a straight-time basis. All accumulation over 75 hours shall be liquidated on June 30th, of a given year, to be paid after July 1st of said year. In the event of retirement, the accumulated compensatory or book time, if any, shall be liquidated on a straight-time basis prior to retirement.

ARTICLE XVII

LONGEVITY PAY

Sec. 1. All employees having completed five (5) or more years of continuous service shall be eligible to receive longevity payments on the anniversary date of hire on the following basis:

5 years = \$150	14 years = \$420
6 years = \$180	15 years = \$450
7 years = \$210	16 years = \$480
8 years = \$240	17 years = \$510
9 years = \$270	18 years = \$540
10 years = \$300	19 years = \$570
11 years = \$330	20 years = \$600
12 years = \$360	22 years = \$660
13 years = \$390	25 years = \$720

Sec. 2. Upon retirement, an employee shall be entitled to receive a pro rated portion of his longevity. All longevity is subject to deduction for income tax purposes.

Sec. 3. Pro Ration. In the case of employees who have otherwise qualified for longevity pay, according to the provisions of this section, but who fail to retain status by reasons of death, the provisions requiring employee to be in service shall be suspended so that one, and only one, longevity payment may be made to the personal representative on a pro rated basis.

## ARTICLE XVIII

### HOLIDAYS

Sec. 1. The following shall be celebrated as holidays:

- (a) Independence Day                      New Year's Day
- Labor Day                                Memorial Day
- Thanksgiving Day                      Veteran's Day
- Christmas Day                          Martin Luther King's Birthday
- Employee's Birthday
- (b) An employee shall be granted eight (8) hours paid excused time on December 24th, December 31st, and Good Friday. As many Officers as possible will receive said excused time, but in the event an Officer must work, he shall be given compensatory or straight time off at a later date.

Sec. 2. If an employee is not required to work on any of the above days, he shall receive holiday pay in the amount of eight (8) hours at straight time.

Sec. 3. If an employee is required to work on any of the above-mentioned holidays, he shall receive time and one-half (1-1/2) his hourly rate for all hours worked plus his holiday pay (eight hours at straight time), for those holidays indicated under Section 1(a).

Sec. 4. A Public Safety Officer who is assigned to work on a holiday and fails to report for work will forfeit his right for holiday pay unless he is excused for a bona fide illness or other just cause.

Sec. 5. Overlapping Shifts. Credit for working a holiday shall be given to those employees whose shift starts on the said holiday. Employees whose shift does not start on the holiday shall not be eligible for any premium pay for hours worked on the holiday as provided for in Section 3 above.

Sec. 6. Holidays Falling on Vacation or Sick Leave. An employee on furlough or sick leave on one of the above-designated holidays shall not be charged a furlough day or sick day for the holiday.

Sec. 7. In order for an employee to be eligible for holiday pay, he must have:

- (a) Served six (6) months of his probationary period;
- (b) Worked the last scheduled working day prior to and the next scheduled working day after such holiday within the employee's scheduled work week or been on excused leave.

ARTICLE XIX

FURLoughS

Sec. 1. Furlough Schedule.

One (1) to five (5) years	10 days
Six (6) to ten (10) years	15 days
Eleven (11) to fifteen (15) years	20 days
Sixteen (16) to twenty (20) years	25 days
Twenty-One (21) years and over	25 days plus one (1) day for each year over twenty (20) years

Sec. 2. Furlough leave shall be accrued on a monthly basis.

Furlough time will not be earned or accrued if an employee is receiving Worker's Disability Compensation for more than three (3) months and/or is on duty disability status for more than three (3) months.

Sec. 3. Furlough pay will be paid at the current rate of the employee (exclusive of shift differential). Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Sec. 4. Seniority shall govern the choice of vacation periods subject to reasonable scheduling requirements of the Highland Park Department of Public Safety, provided the senior employee makes his choice of furlough leave time on or before the end of the scheduling period.

Sec. 5. Sickness During Furlough. Employees who become ill while on vacation shall be charged sick days and have vacation days reinstated if the

employee presents the Employer with a doctor's certification as proof of illness.

Sec. 6. A vacation advance check not to exceed two (2) week period may be issued to an employee upon request, prior to taking his vacation. Such request must be made in writing three (3) weeks prior to the starting date of the employee's vacation and presented to the employee's supervisor.

Sec. 7. A minimum of two (2) employees per shift shall be allowed regular furlough at any one time. Other employees, however, may be granted single furlough days, upon approval of the Department Head or his designee.

Sec. 8. Carry-Over of Furlough. Employees may carry over furlough days beyond December 31st, with the permission of the Director of Public Safety and the Director of Labor Relations. Length of any carry-over is subject to the approval of the Director of Public Safety and Director of Labor Relations.

## ARTICLE XX

### BUSINESS OR PERSONAL LEAVE

All employees shall receive three (3) personal or business leave days during each fiscal year. An employee will become eligible for this benefit upon completion of six (6) months probationary period.

ARTICLE XXI

FUNERAL LEAVE

Sec. 1. Members of the Union shall be allowed funeral leave not to exceed four (4) days for purposes of making preparations for and attending the funeral and burial of a deceased member of the employee's immediate family. If death occurs to a relative of the employee, such employee shall be granted leave not to exceed two (2) days to attend the funeral and burial of the deceased. Proof of such employee attendance may be required by the Department Head prior to the authorization of payment for the leave time.

Sec. 2. For the purpose of this section, immediate family is defined as father, mother, husband, wife, brother, sister, child, grandparent, parent of husband or wife, foster parent, foster brother, foster sister and foster child.

Sec. 3. For the purpose of this section, a relative is defined as grandson, granddaughter, uncle, aunt, brother-in-law and sister-in-law.

Sec. 4. Members will become eligible for this benefit upon completion of six (6) months of their probationary period.

ARTICLE XXII

SICK LEAVE

Sec. 1. All employees shall earn fifteen (15) days sick leave annually at the rate of 1.25 days per month with a maximum accumulation of 150 days. Employees hired prior to January 1, 1985 shall have their current sick leave bank capped at his or her respective level of accumulation as of the date of ratification of this contract, and said capped sick leave accumulation shall

be designed as the "non-paying" sick leave bank. The new sick leave bank shall be designed as the "Paying" sick leave bank.

Sec. 2. The Paying sick leave bank shall be the sick leave bank that an employee taking sick leave must draw from first. If this bank should become exhausted from use, then the employee may draw upon his or her Non-Paying bank for sick time until such time as this non-paying sick bank has been exhausted.

Sec. 3. Employees may draw out any portion of their accumulated paying sick leave bank upon three-year intervals with the first pay-off on June 30, 1988. The total days withdrawn shall then be subtracted from the Paying Sick Leave Bank accumulation and a pay-off in cash may be made to the employee in an amount not to exceed 50% of the accumulation in paying sick leave bank. For this pay-off purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

Sec. 4. Upon termination for any reason other than retirement, the accumulated paying sick leave bank shall be paid to the employee being terminated at the rate of 50% of the accumulation, if any, then remaining in the employee's paying sick leave bank. For this pay-off purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

Sec. 5. Upon retirement or death, the accumulated paying sick leave bank shall be paid to the employee being retired or the personal representative,

at the rate of 75% of the accumulation, if any, then remaining in the employee's paying sick leave bank.

Sec. 6. In the event that an employee sustains an injury arising out of and in the course of his employment, he shall be covered exclusively by the Worker's Disability Compensation Act. The employee, upon written request, may have the difference between the employee's regular bi-weekly pay and the Worker's Disability payments supplemented from the employee's sick leave bank.

Sec. 7. To become eligible for sick leave benefits, a member must have completed six (6) months of his probationary period.

#### ARTICLE XXIII

#### LIFE INSURANCE

Sec. 1. The City shall provide \$25,000 life insurance for all members of the bargaining unit, including double indemnity for accidental death.

Sec. 2. Life Insurance for Retirees. Effective July 1, 1978, all employees retiring after July 1, 1978 shall be provided with \$2,000 life insurance coverage. This provision shall be applicable only to employees who transferred into the Department of Public Safety within 60 days of the execution of this Agreement.

Sec. 3. Members will become eligible for life insurance upon completion of six (6) months probationary period.

## ARTICLE XXIV

### HEALTH INSURANCE

Sec. 1. The City will continue to furnish to the employee and his family the present comprehensive Blue Cross-Blue Shield coverage. Further, the City will offer HMO options. The City may consider self-funding as an alternative health care program equivalent to the present coverage. Should the City decide it desires to seek self-funding, it shall notify the Union. If the Union is not agreeable to this change, the matter will be handled under the Memorandum of Understanding (Exhibit 1).

Sec. 2. The City will continue to provide the present prescription rider (\$2.00 co-pay). This provision shall be applicable only to employees who transferred into the Department of Public Safety within 60 days of the execution of this Agreement.

Sec. 3. A member will become eligible for this benefit upon completion of six (6) months probationary period.

## ARTICLE XXV

### DENTAL CARE PROGRAM

Sec. 1. Effective upon the execution of this Agreement, the employer will provide Delta Dental insurance for each employee, said dental care program to provide 100% coverage of the full charge for the services rendered by a participating dentist and is identical to the dental care program currently being provided for other City employees. The employee can, at his or her option, pay the difference between the family option and the individual coverage described above.

Sec. 2. An employee will become eligible for this benefit upon completion of six (6) months probational period.

ARTICLE XXVI

EYE CARE PROGRAM

Sec. 1. The City will furnish to the employee and his family a comprehensive eye care program provided by an established and well-recognized organization equipped and professionally staffed to handle group programs.

Sec. 2. A member will become eligible for this benefit upon completion of six (6) months probationary period.

ARTICLE XXVII

UNEMPLOYMENT COMPENSATION

The City is governed by the State of Michigan Employment Security Act (Act No. 1, Public Acts of Extra Session of 1936, as amended) for the coverage of unemployment compensation of City employees.

ARTICLE XXVIII

WORKER'S DISABILITY COMPENSATION

Sec. 1. In the event of an injury arising out and in the course of the employment, an employee shall be subject to the provision of the Michigan Worker's Disability Compensation Act.

Sec. 2. An employee may supplement his Worker's Disability Compensation payments as provided in Article XXII, Sick Leave, Section 6.

Sec. 3. An employee who is injured on the job may be required to leave the job by reason of such injury, and in this event shall be paid for the whole day.

Sec. 4. An employee involved in an accident, or who is injured, while in the course of his employment, shall immediately report the accident and injuries, if any. The employee shall submit a report on forms furnished by the employer and shall list names and addresses of witnesses, if any, in the report.

#### ARTICLE XXIX

##### WAGES

Sec. 1. Wages for the contract period are set forth in Appendix 1 attached hereto and made a part hereof.

Sec. 2. Any individual presently employed by the City in the delivery of either police or fire services, transferred into the Department of Public Safety, on or after January 1, 1986, shall not be eligible for the pay schedule set forth in Appendix 1 and designated "Public Safety Officers I, II, III and IV" unless and until the individual is qualified and certified as having complied with the requirements for a Public Safety Officer as set forth by the City.

#### ARTICLE XXX

##### MAINTENANCE OF STANDARDS

Sec. 1. Wages, hours, and conditions of employment, and economic benefits now in existence or legally in effect at the execution of this Agreement or

modified by this Agreement shall be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, except as hereinafter provided.

Sec. 2. Any employee electing to become a public safety officer shall be required to successfully complete each training program or certification program as required for continued employment as a Public Safety Officer. In the event that an employee fails to qualify or be certified within two consecutive attempts in a required training program or course, the employee shall revert back to the permanent rank previously held by the employee and receive a reduction in pay in accordance with Appendix 1, Wages.

#### ARTICLE XXXI

#### RESIDENCY

Employees of the Highland Park Department of Public Safety shall not be required to live within the City limits of the City of Highland Park. The parameters of residence shall be as follows:

"The line of demarcation of the east begins at the approximate intersection of what would be the Canal Road and extended to Lake St. Clair on an arc following Canal Road to M-59 where it joins Canal Road at approximately M-53; and slightly west of M-53 continuing on a line west along M-59 to Rochester Road; Rochester Road south to the intersection of Big Beaver Road and Adams Road; Adams Road south to the intersection of Fourteen Mile Road and Greenfield Road, which is the same continuation of Adams Road; thence again west along Fourteen Mile Road to the intersection of Inkster Road; thence Inkster Road south once again to the intersection of Interstate 96 and Inkster Road; thence again east in a direct line following Schoolcraft Avenue to the approximate location of Fisher Road and Lake St. Clair in the City of Grosse Pointe."

ARTICLE XXXII

PENSION SYSTEM

Sec. 1. A new pension plan shall be established upon the execution of this Agreement, which shall be that type of plan described as a "defined contribution plan". The terms and conditions of the plan shall be as set forth in Appendix 3 attached hereto and made a part hereof.

Sec. 2. Active members in the Highland Park pension system and the so-called "Detroit Plan" applicable to employees hired after January 1, 1970 shall terminate their membership in their respective pension systems and shall immediately enroll in the new pension plan, "Defined Contribution Plan". The several procedures for termination and conversion are set forth in Appendix 2 attached hereto and made a part hereof.

ARTICLE XXXIII

CATCHLINES, NOUNS AND PRONOUNS

The catchlines in this instrument are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns or other words indicating masculine, feminine or neuter gender shall be deemed to include other genders unless the context clearly indicates otherwise, and singular words shall include the plural in all cases where such meaning would be appropriate.

ARTICLE XXXIV

SAVINGS CLAUSE

Sec. 1. If any article, section or provision of this Agreement, the contract,

or the Arbitration Award or any supplement, or memoranda of understanding related thereto, should be held invalid by operation of law, or by an agency or a court of competent jurisdiction, or because the provision is allegedly in conflict with the statutes or Constitution of the United States or the statutes or Constitution of the State of Michigan, or if in compliance with or enforcement of any provision contained in this Agreement, the contract or the Award should be restrained by such agency or court, then the remaining provisions of this Agreement shall not be affected thereby.

Sec. 2. In the event that the establishment of a Department of Public Safety is restrained or held invalid by a court of competent jurisdiction, then the wage plan in effect on the date of issuance of the restraining order or finding invalidity shall be "frozen" at the level then prevailing and further all other provisions in the Agreement shall thereby be held in abeyance until the restraining order is dissolved or the parties negotiate a new provision which will cure or negate any offending provisions.

#### ARTICLE XXXV

##### DURATION, MODIFICATION AND TERMINATION

This Agreement shall remain in full force and effect from the execution of this Agreement until midnight June 30, 1988 and thereafter, until amended or modified as provided herein.

In the event either party desires to amend, alter, add to, modify or terminate this Agreement, notice shall be served upon the other party within ninety (90) days prior to the expiration of this Agreement or any subsequent like period. After receipt of such notice, negotiations shall be scheduled

to discuss proposed amendments or a new Agreement.

Notice shall be sufficient if sent by certified mail:

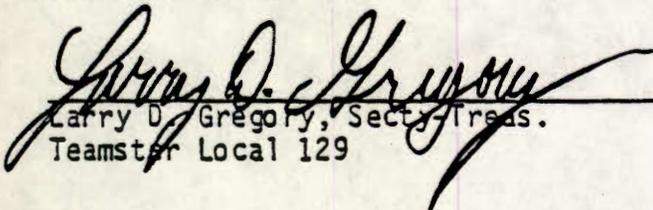
To the City: 30 Gerald Avenue, Highland Park, Michigan 48203

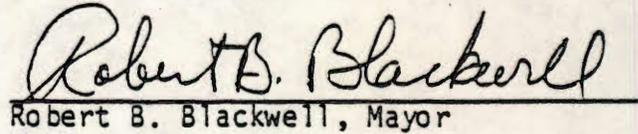
To the Union: At its last known address.

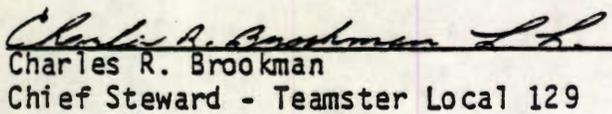
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of October 1985.

FOR MICHIGAN LAW ENFORCEMENT UNION  
TEAMSTER LOCAL 129:

FOR THE CITY OF HIGHLAND PARK,  
A MICHIGAN MUNICIPAL CORPORATION:

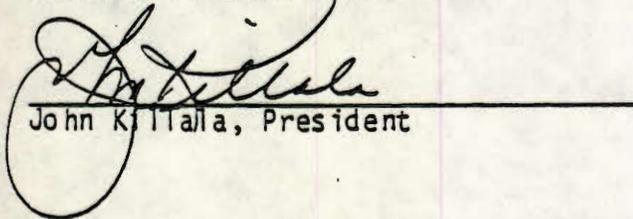
  
Larry D. Gregory, Secty. Treas.  
Teamster Local 129

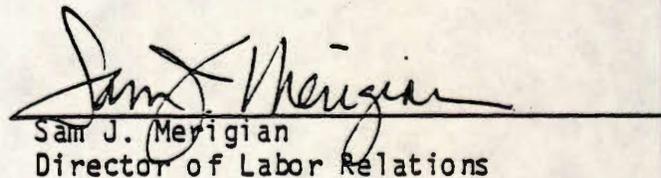
  
Robert B. Blackwell, Mayor

  
Charles R. Brookman  
Chief Steward - Teamster Local 129

  
Lillian H. Ellidge, Deputy for  
Jean Green, City Clerk

FOR THE HIGHLAND PARK POLICE  
COMMAND OFFICERS ASSOCIATION:

  
John K. Halla, President

  
Sam J. Merigian  
Director of Labor Relations

WAGE SCHEDULE

<u>Position</u>	<u>Start</u> <u>to</u> <u>1/31/86</u>	<u>2/1/86</u> <u>to</u> <u>6/30/88</u>
Public Safety Officer-Trainee	\$16,432.56	\$17,246.88
Public Safety Officer-Start	16,891.92	17,748.00
Public Safety Officer-1 yr.	18,082.08	19,000.80
Public Safety Officer-2 yrs.	19,272.24	20,253.60
Public Safety Officer-3 yrs.	20,712.96	21,736.08
Public Safety Officer-4 yrs.	22,132.80	23,239.44
Public Safety Officer-5 yrs.	23,805.20	24,993.36
Public Safety Officer I	26,058.24	27,352.80
Public Safety Officer II	28,563.84	29,983.68
Public Safety Officer III	31,027.68	32,572.80
Public Safety Officer IV	33,721.20	35,412.48
Police Captain	30,272.53	30,272.53
Police Lieutenant	27,520.48	27,520.48
Police Sargeant	25,017.86	25,017.86
Police Corporal	22,743.70	22,743.70
Police Patrolman	20,410.85	20,410.85

MEMORANDUM OF UNDERSTANDING

It is mutually agreed between the parties that should they be unable to mutually agree upon resolution of the following issues:

- (A) Health Insurance
- (B) Benefits for New Hires
- (C) Promotions

as is set forth in the Agreement and/or arbitration award between the parties, the issue will be returned for resolution to the Act 312 Arbitrator panel chaired by Arbitrator Elaine Frost and said issues will be decided in conformity with the Act.

Until that decision, the status quo ante shall remain in effect between the parties

Dated: Oct 22, 1985

For the Union:

Harry D. Gregory  
Harry D. Gregory, Secty-Treas  
Michigan Law Enforcement Union  
Teamster Local 129

For the City:

Robert B. Blackwell  
Robert B. Blackwell, Mayor

Charles R. Brookman  
Charles R. Brookman  
Chief-Steward - Teamster Local 129

Lillian H. Elledge Deputy  
Jean Green, City Clerk

John Hillala  
John Hillala - President  
Highland Park Police Command  
Officers Association

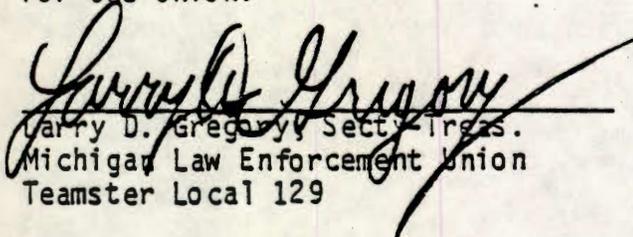
Sam J. Merigian  
Sam J. Merigian  
Director of Labor Relations

MEMORANDUM OF UNDERSTANDING

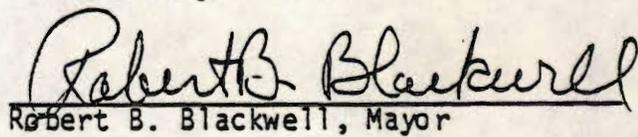
It is mutually agreed and understood between the parties that the employer agrees to pay all dental bills incurred by unit members from the termination of the dental insurance in 1983 until October 1, 1985 in accordance with the payment schedule provided in the Delta 80/20 family plan previously in effect between the parties.

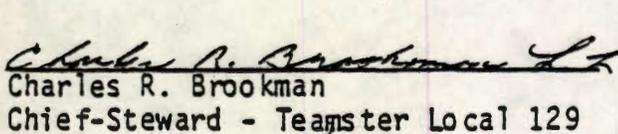
Dated: Oct 22, 1985

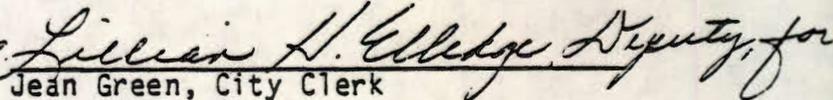
For the Union:

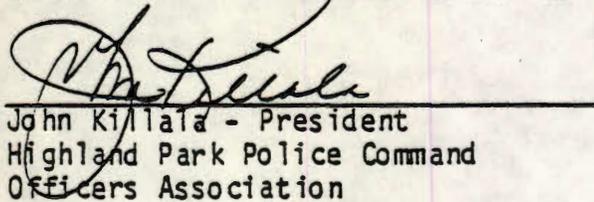
  
Larry D. Gregory, Secty-Treas.  
Michigan Law Enforcement Union  
Teamster Local 129

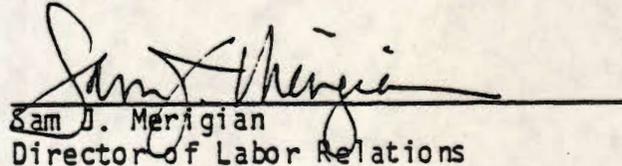
For the City:

  
Robert B. Blackwell, Mayor

  
Charles R. Brookman  
Chief-Steward - Teamster Local 129

  
Lillian H. Elledge, Deputy for  
Jean Green, City Clerk

  
John Killala - President  
Highland Park Police Command  
Officers Association

  
Sam J. Merigian  
Director of Labor Relations

MEMORANDUM OF UNDERSTANDING

DUTY DISABILITY COORDINATION OF BENEFITS

- (a) An employee hired prior to January 1, 1970 who is retired on pension due to a duty disability will be paid a sum not less than 50% of the annual base wage schedule set forth for the employee in Appendix 1 of this Agreement.

In the event that employee's total pension payments and Worker's Disability Compensation payments are less than 50% of the amount set forth above, then the City shall pay to the employee an amount equal to the difference between 50% of the base wage set forth above and the total of the pension and Worker's Disability Compensation payments.

In the event that the pension and Worker's Disability Compensation payments exceed 50% of the base wage set forth above, the City shall not be liable for the payment of any additional sums.

- (b) An employee hired after January 1, 1970 and up to and including December 31, 1981, who is retired on pension due to a duty disability, will be paid a sum not more than 66-2/3% of the annual base wage schedule set forth for the employee in Appendix 1 of this Agreement.

In the event that employee's total pension payments and Worker's Disability Compensation payment are less than 66-2/3% of the amount set forth above, then the City shall pay to the employee an amount equal to the difference between 66-2/3% of the amount set forth above and the total of the pension and Worker's Disability Compensation payments.

In the event that the pension and Worker's Disability Compensation payments equal to or exceed 66-2/3% of base pay for the employee as set forth above, the City shall not be liable for the payment of any additional sums.

MEMORANDUM OF UNDERSTANDING

AUXILIARY POLICE OFFICERS

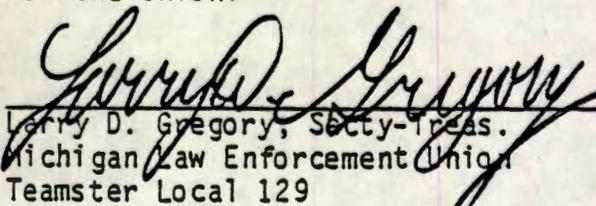
It is mutually understood and agreed between the City and the Union that the City may hire up to fifteen (15) persons as Auxiliary Police Officers at such wages, hours, terms and conditions of employment as are agreeable to the City and such persons. These persons shall not be members of the Bargaining Unit represented by the Union. They may perform the following duties:

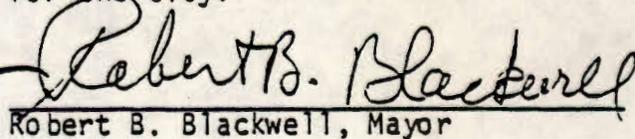
- (1) The execution of warrants or court orders as pertaining to ordinance violations, traffic violations and parking tickets.
- (2) Duties pertaining to parking, towing, traffic, miscellaneous traffic, other ordinance violations and the augmentation of Department duties and responsibilities, including but not limited to foot patrol, traffic control and such other police-related activities as may be assigned from time to time.
- (3) Auxiliary Officers will not be used to replace regular sworn officers.

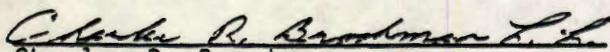
Dated this 22nd day of October, 1985.

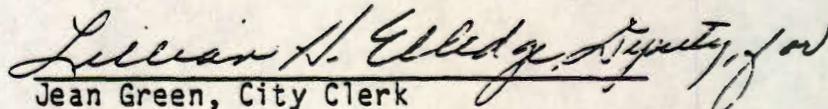
For the Union:

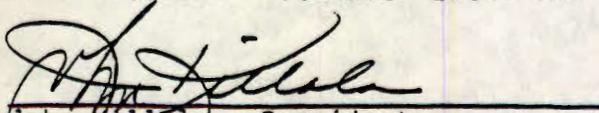
For the City:

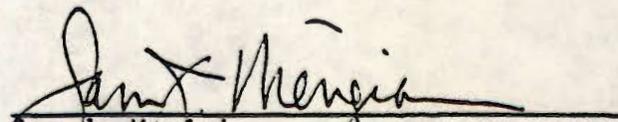
  
Larry D. Gregory, Secty-Treas.  
Michigan Law Enforcement Union  
Teamster Local 129

  
Robert B. Blackwell, Mayor

  
Charles R. Brookman  
Chief-Steward - Teamster Local 129

  
Jean Green, City Clerk

  
John Killala - President  
Highland Park Police Command  
Officers Association

  
Sam J. Merigian  
Director of Labor Relations

- (c) This Memorandum of Understanding shall not be applicable to any employee hired on or after January 1, 1982.
- (d) This Memorandum of Understanding shall be inapplicable in the event of a redemption by the employee.
- (e) This Memorandum of Understanding shall be inapplicable in the event that an employee receives any lump sum payment on his pension payments.

Dated this 22nd day of October, 1985.

For the Union:

Larry D. Gregory  
 Larry D. Gregory, Secty-Treas.  
 Michigan Law Enforcement Union  
 Teamster Local 129

Charles R. Brookman  
 Charles R. Brookman  
 Chief-Steward - Teamster Local 129

John Killala  
 John Killala - President  
 Highland Park Police Command  
 Officers Association

For the City:

Robert B. Blackwell  
 Robert B. Blackwell, Mayor

Lillian H. Elledge  
 Lillian H. Elledge, Deputy for  
 Jean Green, City Clerk

Sam J. Merigian  
 Sam J. Merigian  
 Director of Labor Relations

## NEW PENSION PLAN

1. A new pension plan (hereinafter "new pension") shall be adopted by the City and Unions. It shall be a defined contribution plan as set forth in the Contract between the parties. Membership in the present Police-men and Firemen Retirement Systems of the City (hereinafter "old pension systems") shall be terminated upon the entry of the Award herein, or as soon thereafter as shall be deemed feasible by the City.
2. No active member of the old pension systems shall receive any further increase in benefits from and after the effective time and date of the Award. Each active member of the old pension systems shall terminate his membership in his system by resigning or being terminated as a police officer and employee of the City prior to being rehired by the City as a member of the Public Safety Department. Upon rehiring, he shall retain his seniority for such prior service. No new employee of the City may become a member of the old pension systems after the date of the Award.
3. Each member of the old pension system may choose from the following options according to his wishes and eligibility:
  - (a) Any member having less than twenty (20) years service as of September 30, 1985, shall withdraw his accumulated contributions from the old pension systems plus accrued interest and cause to have such sum "rolled-over" into the new pension system. Upon acceptance by the City, the City will contribute an equal sum to the credit of the employee's pension account in the new pension system. The City shall contribute this sum in ten (10) equal annual installments together with interest at the rate of five (5%) percent per year on the unpaid balance. The first installment payment shall be made no later than April 1, 1986. However, any employee who leaves

the service of the City for any reason will receive the total amount owing from the City upon departure.

- (b) Any employee who had been a member of the present Policemen and Firemen Retirement System for at least twenty (20) years on or before September 30, 1985, and who would qualify for Deferred Retirement as provided by Section 19-17 of the Retirement System set out in the City Charter may elect early retirement and commence to receive such benefits as are herein provided in lieu of all other payments on account of the retirement systems. Such member shall have thirty (30) days from the effective date of the Award, or as otherwise agreed by the City, to elect such early retirement. Such retirement shall occur within fifteen (15) days of the receipt of the actuary report of benefit entitlement by the employee. Any member so electing early retirement shall be entitled to the full benefits as though he had completed twenty-five (25) years of service. His five-year average salary shall be calculated as of March 1, 1985, and such member shall not be entitled to any increase in his pension after the commencement of payment.
- (c) Any employee who has been a member of the present Police and Fire-fighter Pension System for at least twenty (20) years on or before September 30, 1985, and who would qualify for retirement or deferred retirement as provided by Section 19-17 of the Retirement System set out in the City Charter, may elect to retain an option to retire after he attains twenty-five (25) years or more of credited service as a member of the present system. Such election must be made within thirty (30) days from the date of the Award.

Any eligible member making this election shall receive a pension calculated on the basis of two (2%) percent of his final average salary multiplied by the number of years, and fraction of a year, of his credited service up to September 30, 1985, but not to exceed twenty-five (25) years. His final average salary shall be computed for the five-year period preceding March 1, 1985.

In the event an eligible member chooses this option, the member shall withdraw his accumulated contributions together with accrued interest for immediate deposit of such sum into the individual's account in the new pension plan, and the City shall add thereto an amount equal to fifteen (15%) percent of the member's base pay in 1980-81, for the position now held by the member. The City's contribution shall be made in ten (10) equal annual installments together with interest at the rate of five (5%) percent on the unpaid balance. The first installment payment shall be made no later than April 1, 1986. However, any employee who leaves the service of the City for any reason will receive the total amount owing from the City upon departure. Thereafter, neither the member nor the City shall make any further contributions into the old pension systems on behalf of the member and such member shall not be entitled to any increase in his pension after its calculation as of the date of the Award. Such member shall thereafter be an inactive member of the Policemen and Firemen Retirement System.

- D R A F T -

CITY OF HIGHLAND PARK

PUBLIC SAFETY OFFICER PENSION PLAN

APPENDIX 3

## PREAMBLE

The City of Highland Park Public Safety Officer Pension Plan is the successor to the \_\_\_\_\_ & \_\_\_\_\_ plans, which have been succeeded by this plan in the interest of both the City of Highland Park, its citizens, and the Participants in those plans and this Plan.

Those Participants in the former plan who were retired and receiving prior to \_\_\_\_\_, 1985 are not covered under this Plan and continue to have their coverage elsewhere. However, members of those former plans who are not retired as of \_\_\_\_\_, 1985, have had their employee contributions under those plans transferred to this Plan with interest as their initial Participant's Contributions; likewise, the employer-derived assets under those former plans, which have been determined to be associated with each of the Participants initially covered under this plan, have been transferred from those plans to this plan in the form of the initial Highland Park Contributions.

Other than the transfers of monies noted above, there is no direct connection between this Plan and those former plans.

CITY OF HIGHLAND PARK  
PUBLIC SAFETY OFFICER Pension PLAN

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ARTICLE I. DEFINITIONS

1. "Highland Park" is the City of Highland Park, Michigan.
2. "Participant" means an employee of the Public Safety Department of Highland Park who is or becomes covered by this Plan.
3. The "Plan" is the City of Highland Park Public Safety Officer Pension Plan as described herein and as amended from time to time. The Plan is funded by contributions of Highland Park, \_\_\_\_\_ and by contributions of the Participants.

4. The "Plan Administrator" or "Plan Administrators" are such person or persons as appointed by the Committee from time to time.

The Committee shall have six members, three appointed by Highland Park and three appointed by the members of \_\_\_\_\_ employed by Highland Park. The Committee may designate itself as the Administrator.

The agreement of at least two Union members and two Highland Park members is required for the committee to take any action under the Plan.

5. The "Fiduciaries" under the Plan are the Plan Administrators, and they have fiduciary responsibility with respect to the entire operation of the Plan, except that specific areas of fiduciary responsibility may be delegated to other individuals or institutions. No such delegation of fiduciary responsibility shall be effective, however, unless such individual or institution shall have accepted in writing such fiduciary responsibility. Acceptance of responsibility for a function shall not, in itself, imply acceptance of a corresponding fiduciary responsibility.

ARTICLE I. DEFINITIONS - CONTINUED

6. "Service" means service of a Participant with Highland Park as determined by the Plan Administrator.
7. "Contributions" means the Highland Park Contributions, Participant's Contributions, and Voluntary Contributions of a Participant.
8. A "Plan Year" is any twelve-month period commencing on January 1 of a calendar year and ending on December 31 of that calendar year. The initial Plan Year shall extend from \_\_\_\_\_, 1985 to December 31, 1985. Calendar quarters end on March 31, June 30, September 30, and December 31.
9. "Insurance Company" means the John Hancock Mutual Life Insurance Company of Boston, Massachusetts.

ARTICLE 11. PARTICIPATION IN THE PLAN

1. Participating Group

The Participating Group includes all employees of the Public Safety Department of Highland Park who are members of \_\_\_\_\_.

2. Participation Requirements

A member of the Participating Group becomes a Participant in the Plan on the first day of the month coincident with or next following the day of his employment by Highland Park.

3. Participant

A Participant is a member of the Participating Group who satisfies Participant Requirements. He shall continue to be a Participant after his membership in the Participating Group ceases, for any reason, so long as benefits may become payable to him under the Plan.

4. Participant Benefit

As a condition to his right to receive any benefit under this Plan, a Participant eligible herefor, prior to the date of his benefit commencement date or requested benefit date, shall file with the Plan Administrator an application for such benefit in such form as the Plan Administrator may prescribe. No benefit shall be paid to a Participant until he shall have complied with the terms of this Section. Promptly, upon receipt of such application, the Plan Administrator shall determine whether or not such applicant is entitled to a benefit hereunder, and if so, the amount thereof, and shall notify such applicant of its findings.

5. Beneficiary

Each Participant shall designate the beneficiary to whom any death benefit shall be payable and may from time to time, so long as there is any benefit payable thereto in the event of his death, change such beneficiary by filing written notice

5. Beneficiary - Continued

thereof with the Plan Administrator. Such change shall take effect, upon the receipt of such written notification as of the date the Participant signed such written notice.

In the event of the death of any beneficiary prior to that of the Participant, the interest of such beneficiary shall vest in the Participant by whom he was designated. Any amount payable hereunder as a death benefit which is not payable to a designated beneficiary, shall be payable to the executors or administrators of the Participant except that the Plan Administrator may in such case, at its option, make payment of such amount to any one of or jointly to any number of the following surviving relatives of the Participant: Wife, husband, mother, father, child or children, brother or brothers, sister or sisters; and such payment shall completely discharge the liability of the Plan, Highland Park, and the Insurance Company with respect to the amount so paid.

ARTICLE III. HIGHLAND PARK, PARTICIPANTS' CONTRIBUTIONS  
AND VOLUNTARY CONTRIBUTIONS

1. The Highland Park Contribution is made by Highland Park for each Participant in accordance with this Plan and in the amount of 7% of each Participant's compensation.
2. Participants shall make contributions under this Plan; such contributions are in the form of deductions from compensation and equal 5% of compensation.
3. Voluntary Contributions may be made by Participants over and above their Participant's Contributions as defined in Section 2 above. It is intended that Voluntary Contributions be recognized and administered as before-tax deductions from compensation; however, the determination of the amounts of Highland Park contributions and Participant contributions on behalf of a Participant in any period shall ignore the reduction in his compensation brought about by his Voluntary Contributions.

The level amount of his Voluntary Contributions is determined by the Participant, subject to change by him no more often than once each Plan Year; provided, however, the Participant may direct the Plan Administrator to stop such contributions at any time upon 30 days advance notice.

The minimum Voluntary Contribution is at the rate of \$120 per year. The amount of a Participant's Voluntary Contribution in any Plan Year shall not exceed 10% of his compensation in that period.

4. Highland Park shall direct all Highland Park Contributions, Participant Contributions and Voluntary Contributions to the Insurance Company upon such contributions' becoming due. Highland Park shall not be required to transmit contributions to the Insurance Company more often than once each month.

ARTICLE III. CONTRIBUTIONS - Continued

5. In the event monies are transferred from a predecessor plan or plans of Highland Park to this Plan on behalf of Participants hereunder, the Plan Administrator shall determine and assign the amount of such transfer applicable to each Participant and the portion of such amount to be deemed a Highland Park contribution and a Participant's Contribution. Once assigned such portions shall become part of the Participant's Accumulation and become subject to the Plan provisions pertinent to Highland Park Contributions, Participant's Contributions, and Participant's Accumulations.

ARTICLE IV. INVESTMENTS

1. A Participant's Accumulation may be invested, as directed by the Participant, in one or more of the investment facilities provided under the Contract; initially there are two such facilities, as described below:
  - (a) A guaranteed investment fund providing guarantees of principal and interest and book value access for investment transfers, as described in this Article, or for benefit payments.
  - (b) A pooled common stock fund which provides no investment guarantees and operates on a market value basis.
  
2. Standing investment direction shall be provided by each Participant concerning his Participant's Accumulation; the same direction shall apply to new Contributions deposited on his behalf. Such direction may be changed by the Participant as of Plan Anniversaries and July 1 of a Plan Year with 30 days advance notice. And such direction shall apply to a given investment fund in terms of 0%, 50%, or 100%, with the total direction for all funds amounting to 100%.

ARTICLE V. PLAN BENEFITS

The benefits payable under the Plan to or on behalf of a Participant are (1) annuity retirement benefits, (2) lump sum or annuity disability benefits (3) lump sum withdrawal benefits, (4) lump sum or annuity severance benefits, and/or (5) lump sum or annuity death benefits.

The amount of such benefits shall be based on the Participant's Accumulation, as defined in Article VI, and subject to the "vesting" provisions in Section 6 of this Article; the election or payment of any benefit shall be in lieu of all other benefits based on the Participant's Accumulation or pertinent portion thereof.

1. Retirement Benefits

This benefit is payable to the Participant normally on the first day of the month coincident with or next following his completion of twenty-five years of Service or such later date which marks his retirement from Service with Highland Park. Otherwise it is payable at some later date, but no later than his 70th birthday.

The monthly amount of his annuity benefit shall be the amount determined by the Insurance Company based on the Participant's Accumulation as of the date of the first annuity payment, on the annuity factors guaranteed under the contract covering the Plan, on the form of annuity designated by the Participant, and on the appropriate sex and age data, if applicable.

Unless he elects otherwise, the benefits payable to a married Participant shall be in the 50% continuance joint & survivor form with the spouse as the contingent annuitant.

2. Disability Benefits

A disabled Participant may elect to receive one of the benefits described below.

ARTICLE V. PLAN BENEFITS - Continued

2. Disability Benefits - Continued

The amount of his benefit, if paid in a lump sum, shall be equal to the Participant's Accumulation on the date as of which the payment is made.

The monthly amount of the annuity benefit shall be the amount determined by the Insurance Company based on the Participant's Accumulation as of the date of the first annuity payment, on the annuity factors guaranteed under the contract covering the Plan, on the form of annuity designated by the Participant, and on the appropriate sex and age data if applicable.

3. Severance Benefits

A Participant may elect to withdraw his Participant's Accumulation at any time on or after his termination of employment subject to the provisions of Section 6 of this Article. Such election shall be in lieu of all other benefits which might otherwise be payable to or on account of such Participant.

If upon his termination of employment, a Participant does not elect to withdraw his Participant's Accumulation, such Participant shall continue to be entitled to benefits derived from his entire Participant's Accumulation, subject to the first paragraph of this Section.

4. Death Benefits

A death benefit shall be paid to the Beneficiary designated by the Participant upon the death of the Participant while he has a Participant's Accumulation. The Beneficiary shall

4. Death Benefits - Continued

elect a lump sum payment or an annuity benefit, subject to the provisions of the fourth paragraph of this Section.

The amount of this benefit, if paid in a lump sum, shall be equal to the Participant's Accumulation on the date as of which the payment is made.

The monthly amount of an annuity benefit shall be the amount determined by the Insurance Company based on the pertinent Participant's Accumulation, the form of annuity designated by the Beneficiary, and on the appropriate sex and age data, if applicable.

A Participant may direct, on the Beneficiary designation form, that the death benefit shall be paid in the form of an annuity guaranteed for life in the event of his death after age 50, if he has designated his spouse as Beneficiary.

5. Withdrawal Benefits

A Participant may elect to borrow from the Plan an amount equal to all or a portion of his Voluntary Contributions; provided, however, such election is subject to approval by the Plan Administrator acting in accordance with regulations set forth by the Federal Government concerning 401k plans. The receipt by the Participant of such withdrawal shall be in lieu of any benefits otherwise applicable to such amount. Upon such withdrawal, the Participant's further Voluntary Contributions must cease, but are subject to resumption

5. Withdrawal Benefits - Continued

at the commencement of the Plan Year next following if the Participant so elects. Only one loan may be made by a Participant in a Plan Year. A loan in accordance with this Section shall have no effect on the conditions and provisions of this Plan otherwise applicable to the Participant.

The money for the loan shall be obtained on a prorata basis from the investment accounts maintained under this Plan in the same proportion as the Participant employs them.

A repayment schedule shall be established for each loan by the Plan Administrator; the schedule shall extend for no more than five and no less than two years and shall feature quarterly payments.\*

6. Loss of Benefits

Contributions and  
A Participant's Voluntary Contributions and the interest thereon shall always be available to the Participant or on his account under the Plan; they are not subject to forfeit. However, Highland Park Contributions may be forfeited as provided below:

If, upon termination of employment, a Participant has completed at least 10 years/<sup>City</sup> Service, he shall be entitled to a benefit based on 100% of his Highland Park Contributions; provided, however, if he has completed less than 10 years Service at that time, his entitlement to benefits based on his Highland Park Contributions shall be the percentage determined on the following schedule:

\*Such loans are made from the Plan and shall be paid back to the Plan, with interest at a rate equal to 2 percentage points above the prime rate on the day immediately preceding the day on which the schedule is established.

ARTICLE V. - Continued

6. Loss of Benefits - Continued

<u>Years of Service</u>	<u>Percentage Applicable to Highland Park Contributions</u>
Less than 5 years	0%
5 years but less than 6	50%
6 " " " " 7	60%
7 " " " " 8	70%
8 " " " " 9	80%
9 " " " " 10	90%

The Plan Administrator shall determine the status of a terminated Participant in accordance with the above.

7. Any Benefit in the form of an annuity elected by a Participant or Beneficiary shall be guaranteed by the Insurance Company which shall issue a certificate to the annuitant outlining the amount, terms, and conditions of the benefit.
8. No assignment of a certificate or any benefit or privilege under this Plan shall be valid. All benefits shall be exempt from claims of creditors to the maximum extent permitted by law.
9. If the age, period of service, or any other relevant fact is misstated, an equitable adjustment may be made in benefits paid or to be paid in the future based on the benefits to which a Participant, contingent annuitant or Beneficiary would have been entitled had the correct information been provided when initially required.
10. If any payee under this Plan is, in the judgement of the Plan Administrator, legally, physically or mentally incapable of giving a valid release for any payment due, the Plan Administrator

ARTICLE V. - Continued

10. Continued -

may, until claim is made by the duly appointed guardian or other legal representative of such payee, make payment of the amount payable to any person or institution who, in the opinion of the Plan Administrator, is then maintaining or has custody of such payee. Any payment made in good faith in accordance with this provision shall, to the extent of such payment, fully discharge the Plan Administrator, the Plan, and the Insurance Company from any liability.

ARTICLE VI. PARTICIPANT'S ACCUMULATION

The Participant's Accumulation is made up of his Highland Park Contributions, his Participant's Contributions, and his Voluntary Contributions, if any, and the interest credited to his account on account of such contributions. If the Participant has made Voluntary Contributions, and has borrowed all or a portion of his Participant's Accumulation attributable to his Voluntary Contributions, an appropriate adjustment shall be made in his Participant's Accumulation and in the interest credited to his account.

Participant's Accumulations are determined as of the end of each calendar quarter and, when required, the end of a month not coinciding with the end of a calendar quarter. Inasmuch as a Participant may participate in more than one investment fund, the following procedure shall be taken with each investment fund, and the applicable accumulations shall be credited to the Participants.

1. The Participant's Accumulation as of the end of any calendar quarter shall be equal to the sum of:
  - (a) His Participant's Accumulation as of the end of the immediately preceding calendar quarter;
  - (b) His Highland Park Contributions, his Participant's Contributions, and his Voluntary Contributions during the subject calendar quarter; and
  - (c) The interest credited to his account during the subject calendar quarter.
  
2. The Participant's Accumulation as of the end of a month which does not coincide with the end of a calendar quarter shall be equal to the sum of (a) and (b) below:
  - (a) His Participant's Accumulation as of the end of the immediately preceding calendar quarter; and
  - (b) His Highland Park Contributions, his Participant's Contributions, and his Voluntary Contributions during the subject incomplete calendar quarter.

2. Continued -

(c) No interest shall be credited to the account of a Participant with respect to an incomplete calendar quarter.

3. The interest generated in a calendar quarter shall be allocated to the Participants' accounts as described below. "Interest" as used in this Article concerning the guaranteed investment fund means net interest, that is, the interest credited to the fund in a period less any expenses paid by the fund during that period; with respect to the pooled common stock fund, "interest" means the net result of dividend income, realized and unrealized gains and losses, any interest earnings and any expenses paid by the fund during that period.

The portion of the interest to be allocated and added to the account of a Participant at the end of a calendar quarter shall be determined by multiplying the interest to be allocated by a fraction whose numerator and denominator are described in (x) and (y) below:

(x) The numerator is the sum of his Highland Park Contributions, his Participant Contributions, and Voluntary Contributions during the calendar quarter and his Participant's Accumulation as of the beginning of the calendar quarter.

(y) The denominator is the sum of the fraction numerators of all Participants as determined above. This denominator is the same for all Participants as of the end of a given calendar quarter.

4. The Plan Administrator is responsible for determining and maintaining the Participant's Accumulations and making periodic reports to the individual Participants.

ARTICLE VII. FINANCING & FUNDING

1. Funding

Highland Park shall enter into a contract providing guaranteed interest on deposits thereunder with the Insurance Company to provide an investment vehicle for all Contributions and for the purchase of payment of benefits to which Participants may become eligible under the terms of the Plan; such contract shall also provide alternative investment facilities, such as a pooled common stock fund for deposits. The contract shall be consistent with the underwriting requirements of the Insurance Company and shall contain conditions therein governing the purchase and payment of such benefits. The Plan Administrator reserves the right to determine the means through which Participant's Accumulations are to be invested and through which benefits under the Plan are to be provided, including the right to change any such means at any time as the Plan Administrator shall deem necessary, consistent with standard fiduciary practices.

2. Contributions

Highland Park shall pay over to the Insurance Company during the continuance of the Plan the Highland Park Contributions, the Participant Contributions, and Voluntary Contributions made under the terms of the Plan. Participants may not make any contributions to the Plan other than as described in Article III, that is, by payroll deduction.

Highland Park intends to use the contract issued by the Insurance Company as the sole depository for all contributions made under the Plan.

Forfeitures under this Plan as discussed in Section V-6, shall be retained under the Plan and considered Highland Park Contributions.

## 2. Contributions - Continued

The benefits provided under the Plan shall be only such as can be provided from the contributions made in accordance with the Plan, and there shall be no liability or obligations on the part of Highland Park to make further contributions or payments; nor shall there be any liability on the part of the Insurance Company to provide any benefit in excess of those which can be provided or purchased by the Highland Park Contributions, the Participants' Contributions, and Voluntary Contributions received from Highland Park.

3. Irrevocability

Anything in the Plan to the contrary notwithstanding, it shall be impossible at any time for the Highland Park Contributions, Participant Contributions, Voluntary Contributions, or any part of the assets of the Plan to revert to Highland Park or to be used for or diverted to any purpose other than the exclusive benefit of Participants, Beneficiaries, or other beneficiaries or the expense of operating the Plan.

ARTICLE VIII      AMENDMENT OR TERMINATION

1.      The Plan Administrator shall have the right at any time to modify, alter, or amend the Plan in any respect by an instrument in writing, duly executed, provided that such change is not in conflict with the pertinent collective bargaining agreement / <sup>or law;</sup> provided, however, no such change in the Plan shall have any effect on the contract issued by the Insurance Company to cover the Plan unless the Insurance Company has notified the Plan Administrator in writing that the change is acceptable.
  
2.      The Plan Administrator reserves the right to terminate the Plan in accordance with the pertinent collective bargaining agreement. In the event of such termination, the Participants' Accumulations then existing shall be preserved for the Participants, and they shall be given the right to make elections provided by the Plan Administrator and the Insurance Company.

1. Nothing contained herein gives, nor is intended to give, any Participant the right to be retained in the employ of Highland Park.
2. Notice of this Plan, and of any amendments thereto, shall be given by the Plan Administrator to the Participants in any such form as the Plan Administrator may deem appropriate.
3. All elections and designations made by Participants under the Plan shall be submitted on forms prescribed and furnished by the Plan Administrator.
4. The Plan Administrator shall be responsible for determining whether a Participant who has applied for a Disability Benefit is totally disabled, based on the report of a qualified physician selected by the Committee.
5. Any discretionary acts to be taken under the Plan by Highland Park, Plan Administrator, or Insurance Company shall be uniform in their nature and applicable to all persons similarly situated, and no discretionary act will be taken which will be discriminatory under the applicable provisions of State or Federal Law or the regulations thereunder.
6. The Plan Administrator shall make a determination as to the right of any person to a benefit, and shall afford any person dissatisfied with such determination the right to a hearing thereon. Any denial by the Plan Administrator of the claim for benefits under the Plan by a Participant, Beneficiary, contingent annuitant, or other beneficiary shall be stated in writing by the Plan Administrator and delivered or mailed to

## 6. Continued -

the Participant, Beneficiary, contingent annuitant or other beneficiary. Such notice shall set forth the specific reasons for the denial, written to the best of the Plan Administrator's ability in a manner designed to be understood by such plaintiff without legal or actuarial counsel. In addition, the Plan Administrator shall afford a reasonable opportunity to any Participant, Beneficiary, contingent annuitant or other beneficiary whose claim for benefits has been denied for a full and fair review by the Plan Administrator of the decision denying the claim.

ARTICLE X CONSTRUCTIONS AND ADOPTION

This Plan, and all rights hereunder, shall be construed, administered and governed in all respects in accordance with the laws of the State of Michigan.

The headings in this instrument are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns or other words indicating masculine, feminine or neuter gender shall be deemed to include other genders unless the context clearly indicates otherwise, and singular words shall include the plural in all cases where such meaning would be appropriate.

IN WITNESS WHEREOF, the parties hereto have approved and adopted this Plan on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed the above date at Highland Park, Michigan.

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\_\_\_\_\_

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