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Eastpointe, City of

**AGREEMENT
BETWEEN THE
CITY OF EASTPOINTE
AND THE
EASTPOINTE POLICE COMMAND
OFFICERS ASSOCIATION**

JULY 1, 1994 THROUGH JUNE 30, 1997

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Effective July 1, 1994 through June 30, 1997

AGREEMENT BETWEEN THE
EASTPOINTE POLICE COMMAND OFFICERS ASSOCIATION
AND
THE CITY OF EASTPOINTE
FOR THE THREE-YEAR PERIOD JULY 1, 1994, TO JUNE 30, 1997

ARTICLE I, PURPOSE:

It is the intent and purpose of this contract between the City of Eastpointe and the Eastpointe Police Command Officers Association to promote and ensure a spirit of confidence and cooperation, to set forth the general policy of the City on the personnel and procedures, to establish uniform and equitable rates of pay and hours of work and to provide a method for redress of any grievance.

ARTICLE II, DEFINITIONS:

When the term City is used, it shall mean the City of Eastpointe, County of Macomb, State of Michigan, and its duly elected or appointed representatives. Employees shall mean all members of the Eastpointe Police Command Officers Association bargaining unit. EPCOA shall mean the Eastpointe Police Command Officers Association.

ARTICLE III, RECOGNITION:

The City recognizes the Eastpointe Police Command Officers Association, affiliated with the Command Officers Association of Michigan, as the sole representative of its unit members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the EPCOA that no discrimination will be exercised against any employee because of any individual bias, race, creed or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all Corporals, Sergeants, Lieutenants and Inspector in the Police Department.

ARTICLE IV, PRIVILEGES OF OFFICERS:

- (a) The President of the EPCOA, or in his/her absence due to his/her being on excused leave, his/her representative, shall be afforded reasonable time during regular working hours without loss of pay to meet with representatives of the City in negotiating meetings or for the purpose of presenting

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grievances to management in accordance with the grievance procedure. It is understood, however, that the time and place of meetings and the number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing to, and approved by, the Chief of the Department, or his/her designee, allowing not less than 48 hours for scheduling.

- (b) During contract negotiations between the EPCOA and the City involving this or other contracts or agreements, the EPCOA bargaining committee shall be afforded reasonable time off during regular working hours without loss of pay or time necessary to negotiate. The EPCOA bargaining committee shall consist of the EPCOA president and two other members of the EPCOA. A fourth member, who is designated as an alternate EPCOA bargaining committee member, shall be afforded the same privileges in the absence of any of the three bargaining committee members.
- (c) The EPCOA president, or his/her designate, or the chairperson of a committee shall be afforded time off during regular working hours without loss of pay or time to attend meetings of the EPCOA or its committees not to exceed two (2) hours per member per working day provided that the EPCOA member advise his/her immediate supervisor twenty-four (24) hours prior to said meeting. For time off in excess of two (2) hours during regular working hours without loss of pay or time, the EPCOA member must submit written notification of the required time off to the Chief of Police forty-eight (48) hours prior to such meeting and receive approval. This procedure shall not be applicable to those items set forth in Article IV (b) above.
- (d) Members of the EPCOA elected or appointed to attend a function of the Association, such as conventions, legislative, or any other meeting pertaining to business of this association, shall be allowed time off without loss of time or pay to attend said meeting, limited to two members, three days each, non-accumulative.
- (e) Any information requested of the City by the EPCOA or its representative that is covered by the freedom of information act shall be given promptly to the EPCOA or its representative as it becomes available.

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ARTICLE V, LEAVE DAYS:

- (a) Sick leave with pay shall be granted to Employees who have been in the employ of the City for six (6) months or more, at the rate of one (1) work day for each full month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or because of illness to a family member of the employee's household. Sick leave may also be used in the event of a dental emergency for the employee.
- (b) In the event of a death in the immediate family of a member of this bargaining unit, the employee shall be allowed up to four (4) continuous calendar days, where necessary, to attend the funeral. Said funeral leave shall include Saturdays, Sundays, Holidays or other days the employee might regularly be off-duty, and the last day, or the second to the last day, of said funeral leave must be the day of the funeral. Immediate family is defined as follows: mother, father, brother, sister, wife, husband, son, daughter, stepmother, stepfather, mother-in-law, father-in-law, grandparents and grandchildren. One day (not chargeable to sick leave) shall be allowed to attend the funeral of a current spouse's immediate family member as defined in the above sentence and the spouse of the employee's immediate siblings. There shall be no charge to a members' sick leave bank if called off duty due to a death in his/her immediate family. This shall apply only to the first day.
- (c) Five (5) annual bonus days, not chargeable to sick leave, shall be granted to each employee. Each employee shall be granted two (2) personal business days annually, which shall be chargeable to the member's sick leave bank. Both bonus and personal business days must be approved by the member's immediate supervisor and shall be non-accumulative. Permission to use bonus days shall not be granted if it will subject the department to replacement of the employee with someone on overtime, unless such overtime would result from another employee's use of sick leave.
- (d) To receive compensation while absent on sick leave or funeral leave, the employee shall notify the command officer on duty prior to the time scheduled for beginning of shift. When an employee's sick leave absence is for three (3) or more continuous work days, the employee must file a physician's certificate to verify the sickness or injury that prevented the employee from working. The Chief may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse.

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In order to require such a certificate from an employee, the Chief must first meet with the employee and his/her union representative, counseling the employee as to management's concern over a "pattern" of suspected abuse, explaining what the "pattern" is and allowing the employee a reasonable opportunity to explain his/her absences that fall into the alleged "pattern". If after hearing the employee's explanation of his/her absences, the Chief still feels that a "pattern" exists, the Chief may require that a physician's certificate be provided by the employee for each subsequent sick leave absence for a maximum of six (6) months.

Employees who fail to file a physician's certificate as required by this policy will not be paid for the sick leave absences involved. An employee will have until the end of the first business day following his/her absence to file a physician's certificate with the department. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon return to work.

- (e) Unused sick leave may be accumulated to a total of not more than two hundred and forty (240) working days.
- (f) A request form for sick leave or funeral leave shall be filled out by the employee immediately upon the employee's return to work. Request forms for personal business days, compensatory time or other leave days must be filled out and approved by the employee's shift commander prior to said leave being taken.
- (g) Sick leave terminal pay shall be paid on the basis of "years of service", times 2.5%, times the number of accrued sick days, at date of retirement or death, up to a maximum of two hundred and forty (240) days. However, the formula is to be figured on a maximum of two hundred and forty (240) days. In addition, employees terminating employment in good standing with ten (10) years or more of service shall receive terminal pay paid on the basis of "years of service", times 2.5%, times number of accrued sick days. Total accumulation of sick days is unlimited, however, payment will be made on a maximum of two hundred and forty (240) days. Employees who are hired after July 1, 1982, will be ineligible for benefits under this section.
- (h) In order to be eligible for compensation while on sick leave, the employee must be at his/her residence, if possible, or a hospital or physician of the employee; if at his/her residence, must be available by telephone to confirm his/her presence. An answering device is not an acceptable substitute for this requirement.

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- (i) Two (2) bonus days shall be awarded to any employee who uses no sick leave in any calendar year. Said bonus days must be taken at a time when there will be no need to replace the employee with someone on overtime, and said bonus days are to be non-accumulative.

ARTICLE VI, LONGEVITY PAY:

- (a) Longevity pay shall be paid to all employees according to the following schedule based on the years of service as an employee, subject to an eighteen hundred and fifty dollar (\$1,850) maximum, effective July 1, 1994

5 to 9 years	--	2% of base salary
10 to 14 years	--	4% of base salary
15 to 19 years	--	6% of base salary
20 to 24 years	--	8% of base salary
25 years or more	--	10% of base salary

- (b) The above longevity pay will be paid once each fiscal year on November 1 or the first regular work day following November 1 if said date falls on a weekend, and will be paid on the base pay earned by the employee.

- (c) In case of death or retirement of the employee, longevity payments shall be made on a prorata basis according to the following schedule:

December 1 to December 31	1/12 Proration
January 1 to January 31	2/12 Proration
February 1 to February 28(9)	3/12 Proration
March 1 to March 31	4/12 Proration
April 1 to April 30	5/12 Proration
May 1 to May 31	6/12 Proration
June 1 to June 30	7/12 Proration
July 1 to July 31	8/12 Proration
August 1 to August 31	9/12 Proration
September 1 to September 30	10/12 Proration
October 1 to October 31	11/12 Proration
November 1 to November 30	12/12 Proration

In order to receive credit for any month, the employee must work ten (10) days within said month and to receive credit for a full year, the employee must earn credit for ten (10) months within said year.

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ARTICLE VII, OVERTIME:

- (a) All time worked over eight (8) hours in any one (1), eight- (8-) hour, scheduled day, or over forty (40) hours in any work week, shall be recorded as overtime. It shall be optional with the employee to take the overtime hours off at time and one-half or to take them in pay at time and one-half; and paid in a manner to be determined by the City. All accumulated overtime shall be paid off at the end of the fiscal year.
- (b) In addition to those items set forth in Article VIII, call outs on any holiday shall be paid at double time. When an employee's regular work schedule requires him/her to work on a scheduled holiday, the employee shall be paid a time and one-half rate, in addition to those items set forth in Article VIII. Employee's regular shift and crew schedules, which provide for a holiday off shall not be altered or changed to require a holiday shift assignment.
- (c) A minimum of four (4) hours call-out pay shall be provided for court appearances and prescheduled assignments. A minimum of three (3) hours call-out pay shall be provided for the unscheduled call back of an employee after he/she has reported off duty and before his/her next shift.

Conferences with members of this bargaining unit for purposes of discipline shall not be included in the four- (4-) hour minimum call-out policy. For disciplinary conferences, the employee shall be compensated only for actual time spent in said conference. Said disciplinary conferences shall, as much as possible, be scheduled at, or near, the normal starting or quitting time of the employee.

- (d) All call outs shall be paid at time and one-half.
- (e) Volunteer assignments for work out of classification shall be excluded from the foregoing overtime policies.
- (f) For the purpose of this contract, "Shifts" are defined as follows:

DAYS: is hereby defined as a full-time shift commencing between the hours of 6:00 a.m. and 10:00 a.m. and terminates between the hours of 2:00 p.m. and 6:00 p.m.

AFTERNOONS: is hereby defined as a full-time shift commencing between the hours of 1:00 p.m. and 6:00 p.m. and terminates between the hours of 9:00 p.m. and 2:00 a.m.

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SPLIT SHIFT: is hereby defined as a full-time shift commencing between the hours of 6:00 p.m. and 9:00 p.m. and terminates between the hours of 2:00 a.m. and 5:00 a.m.

MIDNIGHTS: is hereby defined as a full-time shift commencing between the hours of 10:00 p.m. and 2:00 a.m. and terminates between the hours of 6:00 a.m. and 10:00 a.m.

- (g) An employee's schedule, starting or quitting time shall not be altered or adjusted to avoid a payment of a call back premium rate, without the individual employee's permission.
- (h) Whenever an off-duty employee takes significant police action within the city limits of Eastpointe which effects an arrest or constitutes a documented effort to prevent a crime, said employee shall be paid in accordance with the overtime policy of Article VII (a).
- (i) Members on injury leave will continue to be compensated for court or training they would have otherwise been entitled to, but will not be compensated at the overtime rate to attend doctors appointments, therapy, or treatment resulting from the injury.

ARTICLE VIII, HOLIDAY PAY:

- (a) All employees shall be compensated in cash or compensatory time off at the option of the employee for fourteen (14) holidays in each of the contract years 1994-97. If payment is to be made in cash, it is to be made at the straight time rate based on the salary schedule in effect on the date of payment. Unused compensatory holiday time shall be paid to the employee at the end of the fiscal year by separate check. The employee shall have the option to carry over into the next fiscal year forty (40) hours of compensatory time, provided he/she notifies the Department Head by a date set by the Department Head.
- (b) The recognized paid holidays shall be New Year's Day, Abraham Lincoln's Birthday, George Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day and the employee's birthday.

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ARTICLE IX, VACATIONS:

- (a) An employee with less than ten (10) years of service shall receive four (4) weeks (20 working days) vacation. An employee with ten (10) years of service, but less than fifteen (15) years, shall receive five (5) weeks (25 working days) vacation. An employee with fifteen (15) years of service, or more, shall receive six (6) weeks (30 working days) vacation. The time at which an employee shall take all or any of their vacation shall be determined by the supervising officer with due regard for the wishes of the employee and particular regard for the needs of the service.
- (b) Pay for two (2) weeks of vacation time may be requested by an employee, at his/her option, during each fiscal year.
- (c) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues throughout the year, he/she will be awarded payment in lieu of vacation.
- (d) A minimum of one supervisor from each of the three Uniform Division shifts (days, afternoons, midnights); one supervisor from the Intelligence Bureau; one supervisor from the Traffic Bureau; and one supervisor from the Detective Bureau (six association members) shall be permitted on vacation at one time, with vacation time choice by seniority. The seniority choice of vacations shall be limited to two (2) weeks, his/her first choice. Additional weeks may be taken with his/her second choice, after other members of this unit have taken their first choice.
- (e) Vacation leave may be taken by the employee in one- (1-) day units.
- (f) Employees may carry over five (5) vacation days from one (1) calendar year into the ensuing calendar year. Further, the employees may accumulate thirty (30) vacation days in the year of retirement.

ARTICLE X, INSURANCE:

- (a) **Life Insurance.** The City shall pay full premium for a \$40,000 death benefit for all regular employees, plus double indemnity for non-service connected accidental death. Upon retirement, the retiree shall have a \$5,000 death benefit provided at City expense.

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(b) **Hospitalization.** The City shall pay full premium for either Blue Cross/Blue Shield Dimension III medical insurance or Blue Cross/Blue Shield Health Care Network medical insurance or Health Alliance Plan medical insurance or the Blue Preferred Plan at the option of the employee. Effective upon signing of the agreement, a \$5.00 co-pay shall apply to the Prescription Drug Plan of the above Hospitalization coverages.

The City shall pay the sum of twenty-five (\$25) dollars per month, paid annually, to any employee who rejects said medical insurance in lieu of medical insurance provided to a spouse. In the event that medical insurance provided to a spouse becomes unavailable after the election of this option, the City guarantees to provide the employee with his/her option of Dimension III or Health Care Network or Health Alliance Plan or the Blue Preferred Plan at the beginning of the next calendar month after the employee notifies the City, in writing, that the medical insurance provided to a spouse is no longer available.

(c) **Sick and Accident Benefits.** The City shall pay sick and accident benefits in the amount of two hundred and ten (\$210) dollars per week for illness or injury incurred off-duty for a maximum of twenty-six (26) weeks after the employee utilizes all accumulated sick leave, provided the employee is hospitalized as an in-patient or out-patient for any length of time. When the illness or injury is not serious enough to warrant in-patient or out-patient hospital care, the above payments shall apply except that the employee shall receive no payments for the first five (5) working days after utilization of accumulated sick leave. Out-patient psychiatric treatment with representatives of the City's Employee Assistance Program shall be included in the above designation of out-patient care, provided said representatives forward to the Department Head a recommendation for time off. An additional twenty-six (26) weeks of payments under this section may be made upon approval of the City Manager.

(d) **Optical.** The City shall pay full premium for Co-Op Optical Insurance Plan IV, for all employees, including eligible family members.

(e) The City shall pay full premium except for any provisions set forth below to the contrary, for the Retiree's choice of Blue Cross/Blue Shield Dimension III medical insurance or Health Alliance Plan medical insurance or the Blue Preferred Plan or Blue Cross/Blue Shield MVF I, with MM, ML, and \$2.00 prescription riders. This medical insurance shall be provided for the retiree and his/her surviving dependents for as long as said dependents continue to receive retirement benefits from the City of Eastpointe. If the surviving spouse marries, all medical insurance benefits shall cease to be provided.

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It is understood that the above provision applies to employees who retire under this contract.

In order to be eligible for this benefit, the employee must have a minimum of twenty (20) years of service with the City of Eastpointe. Duty disability retirements are exempted from the twenty (20) year requirement.

Non-Duty Disability retirements with more than ten (10) years service but less than twenty (20) years service shall be provided the above options of medical insurance by the City and the City shall pay the premiums in an amount equal to two and one-half (2 1/2%) percent per year of the retiree's service with the City.

This section is effective December 9, 1991.

- (f) **Dental Insurance.** The City shall provide the Delta Dental Plan, which pays 100% of treatment costs for Class I benefits (diagnostic, preventative and emergency palliative) and 50% of treatment costs for the balance of Class I benefits; pays 50% of treatment costs for Class II benefits; both Class benefits with an \$800 per person per year maximum. Also to be provided is Class III (orthodontic) benefits, which pays for 50% of treatment costs with a \$500 lifetime maximum per person.

ARTICLE XI, WORKERS' COMPENSATION:

- (a) Each employee shall be covered by the applicable Workers' Compensation laws, and the employer further agrees that an employee being eligible for Workers' Compensation income will receive, in addition to his/her Workers' Compensation, an amount to be paid by the employer sufficient to make up the difference between Workers' Compensation and eighty (80%) percent of gross pay. Payments under this section shall never result in an individual receiving less than the normal base net pay, without loss to sick days. If there is a change in Workers' Compensation laws which affects the payments in this section, this section shall be immediately renegotiated.
- (b) The foregoing supplementary income to Workers' Compensation shall be paid for a period not to exceed 180 working days (36 weeks), and an extension of an additional maximum of 180 work days may be granted by the City Council.
- (c) Workers' Compensation benefits and the supplementary income shall be paid to each employee for an injury or sickness occurring while the employee is required to attend any court proceedings, L.C.C. hearings, S.O.S. hearings, schools,

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seminars or any other function or proceeding the employee is required to attend outside the hours of regular duty.

- (d) The City may require that employees authorize their doctors to provide specific and detailed medical data concerning their injury/illness, for which payment is requested under this Article, directly to the City. As requested by the City, periodic, specific and detailed updates may be provided by the attending doctor concerning such injury/illness.
- (e) The City retains the right to require that the employee who is receiving payments under this Article submit to an examination from a doctor or specialist appointed by the City, provided, however, that the cost is to be borne by the City. Such examination shall relate to the injury/illness for which payment is requested under this Article. If the City's physician disagrees with the opinion of the employee's physician, both doctors will agree on a third doctor, whose opinion will decide the dispute. The cost of the third doctor will be borne by the City.
- (f) To be eligible for payments under this Article, the employee with an attending physician's certificate returning him/her to light duty must accept and perform the limited police duty assignment directed by the Department Head and must report for limited duty on the employee's regularly scheduled shift, unless required by the Department Head to work another shift for a specific assignment; however, in no case shall the employee lose his/her respective shift premium.

Such limited police duty assignments may include all police duties normally performed by station personnel, except duties as follows: Record Bureau functions and road patrol supervisory functions.

ARTICLE XII, GRIEVANCE PROCEDURE:

- (a) A grievance is defined as a difference or dispute between the City and the Union as to the application or interpretation of this Agreement, including the reasonableness of all Departmental rules and regulations.
- (b) The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. This entire section is provided with the intent that an honest effort be

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made by Employer and employees to settle each grievance at the lowest possible step.

- (c) Grievances shall be filed in writing within fifteen (15) working days of the event, occurrence, or reasonable knowledge of the alleged violation. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Union and the City.
- (d) Grievances shall be processed according to the following steps:

Step 1. Oral -- Immediate Supervisor. If an employee feels he or she is aggrieved, the employee shall be entitled to discuss the matter with his or her immediate supervisor. A Union representative may be present. If after said meeting the employee still feels aggrieved, the Union may file a written grievance.

Step 2. Written -- Immediate Supervisor. A grievance shall be submitted in written form by the COA representative to the appropriate immediate supervisor. The supervisor shall sign and date the grievance form received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved so far as diligent effort will allow, and the provisions of the Agreement, if any, that the grievant claims have been violated, and shall be signed by the grievant. The immediate supervisor may discuss the grievance with the grievant and his or her representative to solve this matter, but shall render a written answer to the COA representative within seven (7) working days after receiving the grievance.

Step 3. Chief. If the matter is not satisfactorily settled in Step 2, the grievance shall be submitted to the Chief's Office by the president or his/her designee, within seven (7) working days, and the Chief or his/her designee shall sign and date the grievance received. The Chief or his/her designee shall hold a meeting with the Union and the grievant within seven (7) working days to discuss the grievance in an attempt to settle the grievance. A written answer shall be rendered to the COA president or his/her designee within fourteen (14) working days of receipt of the grievance.

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Step 4. City Manager. If the matter is not satisfactorily settled in Step 3, the grievance shall be submitted to the City Manager's Office by the president or his/her designee within seven (7) working days. The City Manager or his/her designee shall sign and date the grievance received. The City Manager or his/her designee shall hold a meeting with the Union within seven (7) working days to discuss the grievance. A written answer shall be rendered to the COA president or his/her designee within fourteen (14) working days of receipt of the grievance.

Step 5. Civil Service or Arbitration.

A. Civil Service. If the grievance is not satisfactorily adjusted in Step 4, the employee may file a written appeal to the Civil Service Commission in accordance with its procedures or, in the alternative, the Union may appeal to arbitration in accordance with the following.

B. Arbitration. If the grievance is not satisfactorily adjusted in Step 4, the Union may, within thirty (30) calendar days of completion of Step 4, request arbitration in writing to the Federal Mediation and Conciliation Service. The parties shall attempt to agree upon an impartial arbitrator. If an impartial arbitrator is not agreed upon, the parties shall alternately strike names from the Federal Mediation and Conciliation Service (FMCS) list until one name remains.

(e) The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question. His/her determination shall be final and binding on the parties and affected employees. The cost of the arbitration shall be borne by the party against whom the decision is rendered. The arbitrator must indicate in his/her decision who the loser is.

Each party shall make arrangements for, and pay any costs for, its own participants, but excluding association members who are "res gestae" witnesses, in the arbitration proceeding. The City shall subpoena all association members who are "res gestae" witnesses to the incident/matter being arbitrated, that the Union requests. Association members subpoenaed by the City shall be compensated in accordance with Article VII(c).

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- (f) Any grievance not appealed by the Union within seven (7) working days from one step of the grievance procedure to the next will be considered settled on the previous decision of management.
- (g) Any grievance not answered by management within the prescribed time limit may be advanced by the Union to the next step of the grievance procedure.
- (h) When more than one employee has been aggrieved as a result of some action taken by management, the president or his/her designee may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employee(s) or the entire association.
- (i) Any grievance brought about due to an action taken by the Chief shall be submitted directly to the Chief. Any grievance brought about due to an action taken by the City Manager shall be submitted directly to the City Manager.
- (j) All settlements or agreements between the Eastpointe Police Command Officers Association and the City of Eastpointe shall be in writing and signed by both the City and at least two members of the executive board of the EPCOA and one signature of a COAM representative.

ARTICLE XIII, CLOTHING AND CLEANING ALLOWANCE:

Each employee covered by this agreement shall be paid a uniform clothing and cleaning allowance in the amount of \$950 per year, which is payable at \$475 each six months.

Effective 7-1-95, the annual amount shall be raised to \$1000 per year. Effective 7-1-96, the annual amount shall be raised to \$1050 per year.

ARTICLE XIV, SALARY:

- (a) Classification as of July 1, 1994:

Corporal	5% above highest base salary of EDPOA upon promotion 7% after six months in rank 9% after one year in rank
Sergeant	5% above full salary of corporal upon promotion 7% after six months in rank 9% after one year in rank
Lieutenant	9% above full salary of sergeant

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Inspector 9% above full salary of lieutenant

- (b) Wages are to be paid at the current rank differentials as set forth in Article XIV paragraph (a), or a minimum of 4% above current levels for each rank, which ever is greater, for the contract year July 1, 1994 -- June 30, 1995 and a minimum of 3% above the previous year levels for each rank, which ever is greater, for the contract year July 1, 1995 -- June 30, 1996 and a minimum of 3% above the previous year levels for each rank whichever is greater for the contract year of July 1, 1996 -- June 30, 1997.

Article XIV (b) expires at the end of this agreement and cannot be used by the EPCOA as a "status quo" for future contract negotiations.

- (c) Shift differential shall be paid at the following rates:

	<u>Afternoons</u>	<u>Midnights</u>
Corporal	\$0.46 per hour	\$0.92 per hour
Sergeant	\$0.50 per hour	\$1.00 per hour
Lieutenant	\$0.54 per hour	\$1.09 per hour

Based on 2,080 hours maximum

ARTICLE XV, GENERAL PROVISIONS:

- (a) Employees who are members of the Eastpointe Police Command Officers Association, or those employees electing to pay a service fee, may authorize the City to pay to the Eastpointe Police Command Officers Association each month their designated Association dues on the usual check-off system.
- (b) The parties agree that this agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the City for the life of this agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. The parties may, by written mutual agreement, amend, modify or add to this agreement.
- (c) It is agreed that contract negotiations should begin on March 1 and must begin not later than April 1 of said year.
- (d) Any person hired, rehired or reinstated into the bargaining unit after the effective date of this agreement and covered by this agreement who is not a member of the EPCOA and does not

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make application for membership within ninety (90) days from the date he/she first becomes a member of the bargaining unit shall, as a condition of employment, pay to the Association a service fee equivalent to regular membership dues of the Association as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association unless otherwise notified by the Association in writing within said thirty (30) days; and provided that the Association shall release the City from fulfilling the obligation to discharge if during such thirty-(30-) day period the employee pays the membership dues or service fee retroactive to the due date and confirm his/her intention to pay the membership dues or service fee in accordance with this agreement.

- (e) Promotions shall be made in accordance with the Civil Service Rules and Procedures that were in effect as of the execution date of this agreement. The competitive exams shall consist of a written and oral exam with the requirement that the candidate must achieve a minimum score of seventy (70) on the written exam in order to proceed to the oral exam. The accumulative score for the written and oral exam must be at least seventy (70). The parties to this agreement recognize that it is imperative to the concept of employee morale that "politics" play no part in the promotional procedure. To that end, the City and the Eastpointe Police Command Officers Association agree that the "Rule of Three" mandated by Civil Service Procedure constitutes a finding of "equally qualified" among the three candidates certified by the Civil Service Commission for any one promotion. It is further understood between the parties that the City Manager, as appointing authority, has the sole discretion to select for promotion any of the three certified candidates.

When one certified candidate with higher accumulative test scores is passed over for promotion in favor of a certified candidate with lower accumulative test scores, the City Manager shall meet with the bypassed candidate and discuss the reason or reasons for said decision in an effort to give said bypassed candidate some guidance as to the areas of knowledge, abilities, and attitude or performance which need improvement. The reason or reasons for said decision shall be reduced to writing and rendered to said candidate.

This section becomes effective December 9, 1991.

- (f) In order to protect the present positions of the EPCOA members, the City agrees that said present positions above the rank of corporal will not be eliminated. In consideration of said protection, the EPCOA agrees the City may eliminate the

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classification of corporal when all present members of the corporal rank are promoted, retire or leave the service for any reason.

In the event of death, retirement, discharge or withdrawal from the police service of any supervisor above the rank of corporal covered by this agreement, the City shall fill the vacancy created through the Civil Service procedure. The City will have one hundred and eighty (180) calendar days in which to fill the position and have the option of filling the position at anytime during this period.

- (g) The City shall indemnify each employee for all sums which such employee becomes obligated to pay by reason of liability imposed upon such employee by law for damages if the employee at the time of the occurrence, accident, injury or damage complained of which resulted in liability against such employee was acting in the performance of his/her duties and within the scope of his/her employment.

Further, the City shall provide each employee with a competent attorney, at no expense to the employee, to defend the employee for claims brought against the employee provided that such employee was acting in the performance of his/her duties and within the scope of his/her employment.

- (h) In the event of any vacancy in the ranks of the supervisory staff covered by this agreement for any reason, any employee who performs the duties of a higher rank shall be paid at the rate of salary of the higher rank. This policy shall not be applicable to absences due to vacation leave, other leave days, or sick leave less than fourteen (14) calendar days.
- (i) The Agreement between the parties entitled Pension (dated February 17, 1981) is revised to provide that the employee's contribution to the pension plan will be as follows:

Effective July 1, 1986	3.25%
Effective July 1, 1987	0%

It is further understood that in the event an employee terminates from city employment and wishes to withdraw his/her contributions, it will be limited to his/her contributions up to June 30, 1987, plus accrued interest.

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Effective June 29, 1990, pension benefit provisions as described below for future retirees from the bargaining unit shall be adjusted to the level of pension benefits in effect for fire and general city employees as of the June 30, 1989 actuarial valuation.

1. Deferred Retirement:

Eligibility -- 10 or more years of service.

Annual Amount -- Computed as regular retirement but based upon service and final average compensation at time of termination. Benefits at age 52 with 25 years of service.

2. Non-Duty Death Benefit:

Eligibility -- 10 or more years of service. Also covers vested members during the period of benefit deferral (in which case death benefit commences when deceased former member would have started receiving monthly benefits).

Annual Amount -- Spouse receives 75% of regular retirement benefit. Unmarried children under 18 years of age receive equal shares of a percentage of the regular retirement benefit to be determined by multiplying 5% times number of children but not to exceed 25% if spouse is receiving a benefit or 50% if no spouse is eligible.

3. Post-Retirement Health Insurance Coverage:

The City shall pay full premium except for any provisions set forth below to the contrary, for the Retiree's choice of Blue Cross/Blue Shield Dimension III medical insurance or Health Alliance Plan medical insurance or the Blue Preferred Plan or Blue Cross/Blue Shield MVF I, with MM, ML, and \$2.00 prescription riders. This medical insurance shall be provided for the retiree and his/her surviving dependents for as long as said dependents continue to receive retirement benefits from the City of Eastpointe. If the surviving spouse marries, all medical insurance benefits shall cease to be provided.

It is understood that the above provision applies to employees who retire under this contract.

In order to be eligible for this benefit, the employee must have a minimum of twenty (20) years of service with the City of Eastpointe. Duty disability retirements are exempted from the twenty (20) year requirement.

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Non-Duty Disability retirements with more than ten (10) years service but less than twenty (20) years service shall be provided the above options of medical insurance by the City and the City shall pay the premiums in an amount equal to two and one-half (2 1/2%) percent per year of the retiree's service with the City.

This section becomes effective on December 9, 1991.

4. Pension Multiplier:

Annual Amount -- To social security age: Total service times 2.5% of final average compensation. At social security age: Total service times 2.125% of final average compensation. Maximum benefit is 65% of final average compensation. Social security age is the first age at which reduced old age social security benefits are payable (age 62, gradually increasing to age 63).

5. Regular Retirement:

Eligibility -- Age 50 with 25 or more years of service
or age 55 with 10 or more years of service.

Annual Amount -- as indicated in Article XV(i)(4) entitled Pension Multiplier.

Effective Date -- December 9, 1991

6. Final Average Compensation:

After May 1, 1995, members retiring from the bargaining unit will have their final average compensation calculated on the best three of the last five years of service.

Workers' Compensation payments will be included in the calculation of final average compensation.

(j) **Residency:** All members of the bargaining unit shall reside within twelve (12) statute miles of the corporate limits of the City of Eastpointe. Those members currently residing beyond this limit shall be grandfathered (as of 2/18/91).

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Effective July 1, 1994 through June 30, 1997

ARTICLE XVI, POLICE SUPERVISORY ASSOCIATION RESPONSIBILITY:

- (a) Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Association agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- (b) The Association therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.
- (c) The Association further agrees that it and all of the bargaining unit members shall not engage in any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering or any acts which interfere in any manner or to any degree with the continuity of the police service.

ARTICLE XVII, MISCELLANEOUS PROVISIONS:

- (a) Employees requested to use their personal vehicle for trips on police business or assignment shall be paid the City's ongoing rate per mile within the State of Michigan. Use of employee's personal vehicle shall only be with the employee's permission.
- (b) This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, EPCOA, and the employees in the bargaining unit; and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided therefore, such provision shall be void and inoperative, however, all other provisions of this agreement shall continue in full force and effect.
- (c) The City shall reimburse each employee for tuition and books for any courses attended by the employee, provided that such courses attended are required for a two- or four-year degree in Law Enforcement, Police Administration or a related field, and provided the employee presents the City with proof of passing such courses ("C" or better). In the event the employee leaves the employ of the City within two (2) years after the date on which the City made such payments, the employee shall reimburse the City for such payments by having the amounts deducted from his/her final paycheck(s). The

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Effective July 1, 1994 through June 30, 1997

employee must authorize such deductions prior to receiving such payments. This requirement shall not apply in the case of a disability retirement.

Members may attend the college of their choice; however, tuition paid by the City shall not exceed that which is charged for a comparable course at Wayne State University.

- (d) Each employee shall have a one-half (1/2) hour lunch break within the eight- (8-) hour work period. When continuous overtime involves more than four (4) hours, the employee shall be granted consideration for eating time at the discretion of the supervisor in charge.
- (e) The City and the EPCOA adopt and incorporate by reference the Department Policy known as "Permanent Shifts" which is in the Eastpointe Police Rules, Regulations, Policy and Procedures Manual as Section 2.6 and is attached to this agreement as Appendix A.
- (f) The City shall pay an educational supplement to employees for all college credit hours which may be earned in a college for a two- or four-year degree in Law Enforcement, Police Administration or police related field, provided such credits for classes are required or elective classes in that field for graduation from an institution, and provided that the employee supply the City with a copy of the transcript of such classes.

Employees who are members of this Association prior to July 1, 1983, and are receiving payments under this section shall be grandfathered to continue receiving said payments. Future members of this Association (subsequent to July 1, 1983) shall be required to complete all of the core courses in Law Enforcement before receiving any benefits under this section. Members who are grandfathered in under this section as stated above shall be required to complete said core courses prior to receiving any increase in payments.

The education supplement shall be paid by separate check in the first pay period in September of the calendar year. The education supplement shall be paid on the following schedule:

- 30 to 59 college credit hours shall receive \$125
- 60 to 89 college credit hours shall receive \$225
- 90 or more college credit hours shall receive \$325
- A four-year college degree shall receive \$425

- (g) The first request by an employee for time off on any single date shall be granted provided that the employee gives a twenty-four (24) hour advance notice and provided that the employee has equivalent hours in his/her compensatory bank,

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vacation time, overtime bank, bonus days or personal days. Such time off is subject to approval of the platoon commander.

- (h) An employee shall have the right to review his/her personnel file provided the employee gives notice to the City Manager and requests same during reasonable hours. Notice shall be given twenty-four (24) hours prior to time of review.
- (i) The City shall provide and maintain clean, sanitary and safe working facilities and equipment for all employees.
- (j) The City may require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety. If in the City's opinion such test(s) are required, the following requirements must be fulfilled:
 - 1. The employee involved and the Association shall be given written notification regarding the type of examination required and reasons for same. Upon receipt of such notification, the employee shall be carried on a light-duty status until a final diagnosis is determined, and continued throughout the term of treatment as per the diagnosis of the physician.
 - 2. A conference to discuss the City's written notification will be held between the City representative, the Association representative, an Association attorney and the involved employee.
 - 3. If the employee is to be examined, any and all examinations shall be made by a mutually agreed upon physician, and such costs be paid by the City.
- (k) Employees who are required to serve on jury duty by virtue of their obligations as a citizen shall be paid their regular base salary for all time spent serving on jury duty provided that said employee pays to the City any monies paid to the employee for serving on jury duty.
- (l) Those employees who have completed the probationary period shall not be disciplined without just cause.

ARTICLE XVIII, MANAGEMENT RIGHTS:

- (a) The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its charter including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of

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EASTPOINTE/COAM

Effective July 1, 1994 through June 30, 1997
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services, the scheduling of services and the maintenance of order and efficiency in its departments and divisions.

- (b) The City has the right to determine hours of work, work schedules including starting and quitting times and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.
- (c) The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- (d) The City has the right to hire, select and direct the workforce and to assign, promote and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. The City has the right to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.
- (e) The City shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.
- (f) The City recognizes that the EPCOA members hold quasimanual positions in the department, and therefore the EPCOA shall, upon written request by the Union to the Chief of Police, be consulted in matters concerning policy within the department which may affect the duties, working conditions or services of the EPCOA members.

Special Conference:

- (1) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- (2) Special conferences on important matters shall be arranged between the EPCOA president and the Chief upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance whenever possible.

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Effective July 1, 1994 through June 30, 1997

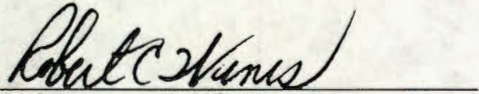
ARTICLE XIX, EFFECTIVE DATE:

This agreement shall be effective July 1, 1994 and continue in effect until June 30, 1997.

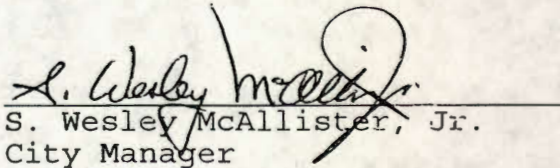
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 4th day of May, 1995.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF EASTPOINTE

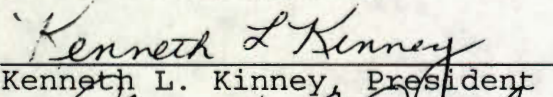


Robert C. Wines
Business Agent

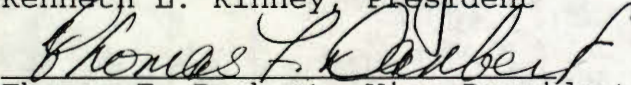


S. Wesley McAllister, Jr.
City Manager

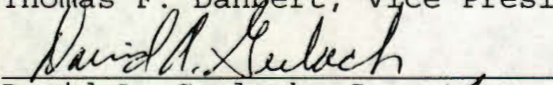
EASTPOINTE POLICE COMMAND OFFICERS
ASSOCIATION



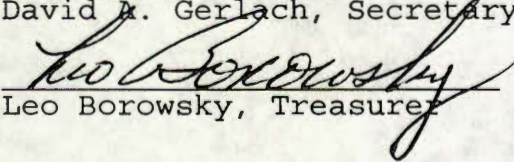
Kenneth L. Kinney, President



Thomas F. Danbert, Vice President



David A. Gerlach, Secretary



Leo Borowsky, Treasurer

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED by and between the City of Eastpointe (hereinafter referred to as the "City") and the Eastpointe Police Command Officers Association (hereinafter referred to as the "Union"), as follows:

Article X, Insurance, (d) Optical, of the Agreement between the Eastpointe Police Command Officers Association and the City of Eastpointe, effective July 1, 1994 through June 30, 1997, currently reads:

The City shall pay full premium for Co-Op Optical Insurance Plan IV, for all employees, including eligible family members.

Will be changed to read:

The City shall pay full premium for Co-Op Optical Insurance Plan IV *or Normandy Optical Insurance Plan IV*, for all employees, including eligible family members. (Emphasis Supplied)

It is further understood that there will be no change in the level of benefits currently offered by Co-Op Optical. Co-Op Optical and Normandy Optical are offering identical benefits under identical plans. Services through Normandy Optical will become effective November 1, 1995. However, first day of use through Normandy Optical for each employee and family member is two (2) years from the last date of service rendered by Co-Op Optical for each family member under current coverage. Henceforth, the first day of use through either optical company will be two (2) years from the last day of service rendered by either company.

Signed this 12th day of October, 1995.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Robert C. Wines
Robert C. Wines,
Business Agent

CITY OF EASTPOINTE

S. Wesley McAllister, Jr.
S. Wesley McAllister, Jr.
City Manager

EASTPOINTE POLICE COMMAND OFFICERS
ASSOCIATION

Kenneth L. Kinney
Kenneth L. Kinney, President
Thomas F. Danbert
Thomas F. Danbert, Vice President
David A. Gerlach
David A. Gerlach, Secretary
Leo Borowsky
Leo Borowsky, Treasurer

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APPENDIX A

PERMANENT SHIFTS

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POLICY

It will be the Policy of the Eastpointe Police Dept. to Organize and Implement the personnel of the Dept. by way of Permanent Shifts. This will be achieved by way of Contracts, Rules and Regulations, and by appointments of the Chief of Police. The procedure will be outlined as follows.

PROCEDURE

- A. Supervisors and Officers of the Uniform Division will be assigned to permanent shifts. Selection for permanent shifts shall be made 1st, by rank; 2nd, by seniority in rank.
 - 1. Seniority is defined as: (1st) by date of hire or promotion, and (2nd) by position on certified civil service list.
 - 2. During an Officer's probationary period, supervisors and officers will be assigned by the Chief of Police. They will not be able to "bump" or be "bumped" until the officer is certified.
- B. Annual requests for change of shift assignment shall be made during the month of November. The request shall be made in writing and directed to the Inspector's office. Change of shift assignments will be made on the basis of seniority. Changes shall be effective in February.
- C. Any special request for a change of shift assignment will be made in writing and forwarded to the Inspector's office. If the request is granted, the shift requested will be polled by seniority of rank requesting the transfer. If an officer willing to make the transfer is found, the transfer will be made by the Inspector.
- D. Bureau officers wishing to return to the Uniform Division or transferred out will work in their replacement's position until the annual shift change.

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APPENDIX A (con't)

- E. In the event that questions arise concerning the above procedures, the officers of the Command Officers Association shall meet with the Administrating Officers of the Department and seek a mutual agreement for the solution of such questions pertaining to Permanent Shifts. If mutual agreement is not forthcoming from this meeting, the decision of the Chief of Police shall govern, until exhaustion of normal grievance procedures per Union Contracts.

END OF APPENDIX A

CITY OF EASTPOINTE
 COMMAND OFFICERS PAY SCHEDULE
 7-1-95 TO 6-30-96

	RANK	WAGE	BI-WEEKLY	HOURLY	OT	AFTS	MIDS	1 WEEK VAC
4 Yr.	POLICE OFFICER	41,528	1,597.23	19.97	29.96			798.80
5%	CORPORAL. - START	43,603	1,677.04	20.96	31.44			838.52
7%	CORPORAL. - 6 MON.	44,434	1,709.00	21.36	32.04			854.50
9%	CORPORAL.	45,264	1,740.92	21.76	32.64	.46	.92	870.46
5%	SERGEANT - START	47,528	1,828.00	22.85	34.28			914.00
7%	SERGEANT - 6 MON.	48,433	1,862.81	23.29	34.94			931.41
9%	SERGEANT	49,338	1,897.62	23.72	35.58	.50	1.00	948.81
9%	LIEUTENANT	53,779	2,068.42	25.86	38.79	.54	1.09	1,034.21
9%	INSPECTOR	58,619	2,254.57	28.18	42.27			1,127.29