

1847

**STATE OF MICHIGAN**

**MICHIGAN EMPLOYMENT RELATIONS  
COMMISSION**

**ARBITRATION UNDER ACT 312  
PUBLIC ACT OF 1969 AS AMENDED**

**IN THE MATTER OF THE  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**and**

**CITY OF ECORSE**

**MERC CASE No.: D 94-C-0892**

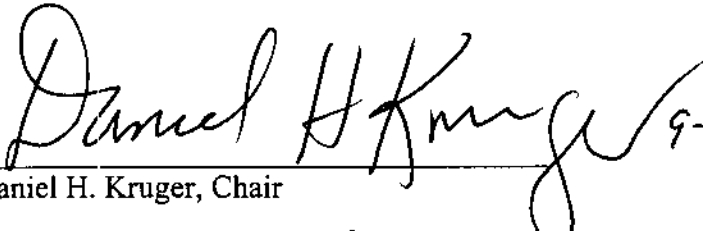
**AWARD OF PANEL**

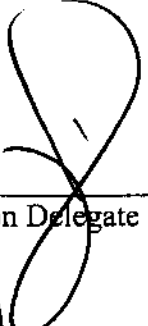
**Panel Members:**

Daniel H. Kruger, Chair  
William Birdseye, Union Delegate  
Gary R. Danielson, Employer Delegate

SEP 13 4:10:27  
STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
TRICORP OFFICE

Below are the signatures of the Panel members. Their signatures indicate that this document is their Award in MERC Case No. 94 C-0892, the City of Ecorse and the Police Officers Association of Michigan.

 9-11-2007  
Daniel H. Kruger, Chair

 9/11/2007  
William Birdseye, Union Delegate

 9-11-2007  
Gary R. Danielson, Employer Delegate

# INTRODUCTION

On March 29, 1996, the Police Officers Association of Michigan, hereafter as POAM or Union, filed a Petition for Arbitration Under Act 312 Public Acts of 1969 as amended with the Michigan Employment Relations Commission, hereafter referred to as MERC, seeking to initiate binding Arbitration proceedings with respect to a dispute with the City of Ecorse, hereafter referred to as City or Employer, regarding an impasse in wages, hours, and other items and conditions of employment. An index of issues in impasse is listed below.

On April 21, 1996, MERC notified Daniel H. Kruger that he had been appointed to serve as Chair of the Act 312 Panel in this case. The other members of the Panel eventually selected by the parties were William Birdseye, Union Delegate and Gary R. Danielson, Employer Delegate.

A pre-hearing conference was held in Detroit on November 26, 1996. Below is a listing of the dates of hearings and the site of the hearing:

DATE	PLACE
January 12, 1997	Detroit
June 13, 1997	Detroit
October 27, 1997	Ecorse
October 29, 1997	Ecorse
October 20, 1998	Detroit
October 30, 1998	Redford
November 2, 1998	Redford
March 8, 1999	Redford
March 16, 1999	Redford
April 19, 1999	Redford
June 15, 1999	Redford
July 6, 1999	Redford
July 7, 1999	Redford
August 27, 1999	Redford
December 20, 1999	Redford

On January 7, 2000 and January 11, 2000, the Chair and the Delegates met at the offices of POAM in Redford Michigan to discuss in great detail the issues in impasse noted below. In addition to the two sessions cited, the members were in frequent telephone discussions on specific issues. The drafts of the Award were reviewed and agreed upon.

1. Transfer of certain employees from City Pension Plan to MERS Pension Plan.
2. Elimination of guaranteed rank: Minimum staffing guarantees in road patrol: daily job assignments.
3. Sick/Flex days.
4. Qualifications for promotion; Promotions to Deputy Chief not covered by Labor Agreement.
5. Transfer of administration of City pension plan to MERS.
6. Pension Service Credit for laid off Dispatchers.
7. Wage increases.
8. Wage scale for employees hired on and after the date of the award.
9. Duration.
10. Recall rights for laid off Dispatchers.
11. Pension.
12. Work schedules of Command officers.
13. Union challenge to new work rules.
14. Inter-rank trading of days.
15. "Me-too" holiday language.
16. Residency.
17. Health insurance co-pays.
18. Dental insurance co-pays.

19. Retiree health care costs.
20. Compensatory time.
21. Drug and Psychological testing.
22. Payment schedule for retroactive wage increases.
23. Elimination of Corporal/Investigator classification.
24. Detective work being non-supervisory.
25. Family Medical Leave Act.
26. Prior tentative agreements between the parties.
  - a. Article 15, Discipline, Section 15:14
  - b. Article 19, Safety clause, Section 19.2
  - c. Article 32, Uniforms, Section 32.1
  - d. Article 33, Gun Allowance, Section 33.1
  - e. Article 34, Clothing and Cleaning Allowance, Section 34.1
  - f. Article 45, Stand by Pay, Section 45.1
  - g. Article 7, Grievance Procedure
  - h. Article 39, Call Back, Section 2
  - i. Article 44, Detective Bureau Expense Account.

In their deliberations, the members of the Panel considered most carefully the statutory criteria contained in Section 9 of Act 312 of 1969 as amended. Section 8 of Act 312 as amended requires that the arbitration Panel's findings, opinions and order shall be based on the applicable factors prescribed in Section 9 which is reproduced below.

In their list of issues enumerated above, some are economic issues and others are non-economic issues. Economic issues are those that have identifiable costs. An example of a non-economic issue is the residency requirement.

The Panel has included in the Award subjects on which there was tentative agreement aimed at through negotiations between the parties. They appear in this Award to confirm that they are included in the new agreement.

The Panel must emphasize that it was fully aware of the financial condition of the City. The Award indeed took into account the financial ability of the City along with the equity for its loyal work force. It is the hope of the Panel that with this Award, the parties can develop a constructive cooperative approach to Collective Bargaining.

## **PANEL AWARD**

AGREEMENT  
BETWEEN  
CITY OF ECORSE  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(NON-SUPERVISORY OFFICERS AND COMMAND OFFICERS)

EFFECTIVE JULY 1, 1994 THROUGH JUNE 30, 2002

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
REVENUE DIVISION  
DETROIT OFFICE  
10 SEP 13 AM 1994

ARTICLE I  
AGREEMENT

1.1: This Agreement entered into this \_\_\_\_\_ day of February 2000, by and between the City of Ecorse (hereinafter referred to as the employer) and the Police Officers Association of Michigan (POAM, hereinafter referred to as the Union).

1.2: The terms of this Agreement shall be retroactive to July 1, 1994, except as stated specifically in any one article.

1.3: That the City of Ecorse and the Union will share the cost to provide a copy of the agreement to each member of the Union plus fifteen (15) extras. In that the City is interested in having the contract understood and followed by management, the City further agrees to furnish contracts to all supervision in the police department. Copies of all General and Special orders will be available for members to see.

ARTICLE II  
PURPOSE AND INTENT

2.1: The intent of this Agreement is to set forth the terms and conditions of employment which will promote orderly and peaceful labor relations for the mutual interest Of Employer, its citizens and its employees and the Union.

2.2: The parties hereto acknowledge the responsibility of Employer and its Police Department to provide for the safety, protection, and well being of all employees and the citizens of Ecorse and others who may be within the City limits. It is further hereto acknowledged by the parties that this responsibility has been extended by virtue of the Downriver Mutual Aid Pact and encompasses same. Both the Employer and the Union recognize that the primary obligation of the Police Department is to serve the citizens. Furthermore, they are convinced that effective Law enforcement activities depend upon personnel who give good service under good employment conditions, which conditions include but are not Limited to rates of pay, hours of employment, and other conditions of employment.

2.3: To these ends the City and the Union encourage, to the fattest degree, friendly and cooperative relations between the representatives of the City and the Union and the employees.



ARTICLE III  
RECOGNITION

3.1: The Mayor and Council of the City of Ecorse recognize the Union as the sole and exclusive bargaining agent for non-supervisory officers and command officers including Corporals, Detectives and Patrolman, Lieutenants, Sergeants, hereinafter referred to as Police Officer(s), in the City of Ecorse - Police Department, and the Mayor and Council, agree to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment.

3.2: The Union recognizes the Mayor and Council as its sole and exclusive employer for collective bargaining wages, hours and conditions of employment. Further, the Union recognizes the Mayor and Council as the sole and exclusive administrator of this collective bargaining agreement. The Mayor and Council may, from time to time designate its representatives to act in and on its behalf.

3.3: Police Officers and Union representatives shall have the right to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all, restraint, interference, coercion, discrimination or reprisal.

3.4: The Mayor or Council or any member of, cannot order bargaining unit members to perform any future service outside of the normal duties and responsibilities of a police officer. The Mayor and Council will recognize the department chain of command.

ARTICLE IV  
REPRESENTATION

4.1: It is mutually agreed that in the interest of establishing an orderly procedure for the implementation of the provisions of the Agreement, Employees in the bargaining unit shall be entitled to Union representation on the following basis:

4.2: President, Vice-President, Secretary and Treasurer in Local Association and Stewards and Alternate Stewards elected by Local Association.

4.3: A shift Steward or an Officer from the Local Association shall handle a grievance during the verbal step. The union and/or

an officer of the Local Association may handle grievances from the Chief level on.

4.4: Stewards shall be full time members of the bargaining unit.

4.5: The Stewards and/or officers, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with grievance procedure including attendance at special conferences, after notification to their supervisors so that arrangements can be made for their release. This privilege shall not be denied unreasonably. Stewards and Alternate Stewards will not be released for simultaneous investigation of grievances, unless mutually agreed.

4.6: The Union and/or Officer of Local Association may perform the following:

- A. Processing and investigation reported members grievances.
- B. Differences concerning the intent and application of the provisions of the Agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.
- D. Confer with Local Stewards, Officers and members when necessary.
- E. Officers and Members covered by this Agreement who have been elected or appointed by the Union shall be compensated at their regular rate for the time lost from work during their regular working hours while on official Union business in negotiation sessions with the employer aid without requirement to make up said time (not to exceed five (5) employees).

4.7: The employer shall meet for the purpose of collective bargaining with a committee selected by the Union of not more than four (4) members of the Local Association, who shall be released from duty. The Union may designate its spokesman.

4.8: If negotiations take place during the time a member of the Local Association's bargaining committee would normally be working he shall be compensated at his regular wage rate for such time.

4.9: During the term of this Agreement, the Union shall inform the Employer in writing of the names of the Stewards and Officers of the Local Association. The Steward of any shift or Executive Board Member of the Local Association may represent members in their grievance, subject, however, to the operating needs of the Ecorse Police Department. Such time shall not be unreasonably or arbitrarily withheld. Under the above conditions, the employees, if such activity is during working hours, shall be compensated at his regular wage rate without loss of benefits.

4.10: When Union Officers, are requested by the Chief or Deputy Chiefs to meet with them concerning Union business, outside of duty hours, those Union officers shall be paid for the time involved as call-in-time.

#### ARTICLE V WORK SCHEDULES

5.1: Work Week: Forty (40) hours shall constitute a regular work week for all officers.

5.2: Work Day: Eight (8) hours shall constitute a regular work day for all officers. Anything in excess will be declared overtime to be paid at the rate of time-and-one-half (1-1/2).

5.3: Leave Days: Normally leave days will be two (2) days together except for Special Investigation Unit assignment or mutually agreed between the City and the Union.

#### ARTICLE VI MANAGEMENT RIGHTS

6.1: Management reserves all rights relative to the utilization of manpower, number of employees, salaries, hours, transfers, etc., except as provided in this agreement.

#### ARTICLE VII GRIEVANCE PROCEDURE

7.1: Whenever a Police Officer has a complaint or grievance, he shall take it up first with the Union.

7.2: Step 1: If the Union elects to file a grievance with the Chief of Police to attempt to settle the dispute such grievance must be filed with the Chief within thirty (30) calendar days of the date the employee became aware, or should have become aware, of

the incident that is the subject of the grievance. The Chief shall answer the grievance within thirty (30) calendar days.

7.3: Step 2: If the grievance is not satisfactorily settled in accordance with Step 1 above, it shall be presented in writing by the Union to the Mayor or his Designated Representative within thirty (30) working days after the Step 1 response is issued. The Mayor shall answer the grievance within thirty (30) calendar days.

7.4: Step 3: In the event the Union is not satisfied with the disposition of the Mayor's office, the Union may file the dispute with the American Arbitration Association or The Federal Mediation Conciliation Service for final and binding arbitration in accordance with their rules. However, the Union must file for arbitration within thirty (30) calendar days of the date that it received the disposition of the Mayor's office.

7.5: The City and the Union shall share the cost of arbitration.

7.6: Any grievance not processed in strict accordance with the above time lines, or in accordance with any extensions agreed to by both parties in writing, shall be deemed to have been withdrawn if the Union has failed to meet the required time lines or granted if the City has failed to meet the required time lines.

#### ARTICLE VIII DUES DEDUCTION

8.1: The City shall deduct from Officers all initiation fees and assessments as certified by the Union and forward same to the POAM authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

#### ARTICLE IX AGENCY SHOP

9.1: All Police officers shall be required as a condition of continued employment to become a member of the Union for the duration of this agreement or in lieu of membership shall pay to the Union the equivalent of Union initiation fees, dues and assessments as a service fee. The City shall, upon written notification from the Union, terminate any Police Officer not in conformance with this section.

9.2: The Union agrees to indemnify and hold the City of Ecorse harmless against any and all claims, demands, suits or proceedings

arising out of, or by reason of, any action taken or not taken by the City in reliance upon the check off provision of this agreement or on the collections of any dues deductions authorization furnished by the Union to the City.

ARTICLE X  
CONFERENCES

10.1: The Employer and a maximum of three (3) representatives of the Union agree to meet as often as monthly or when mutually agreeable at a mutually convenient time to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances.

ARTICLE XI  
UNION MEETINGS

11.1: Upon notifying the Chief, the Union may schedule and conduct its meetings of Union members who are not on duty on Police Department property and provided that it does not disrupt the duties of employees or the efficient operation of the Department.

ARTICLE XII  
UNION BULLETIN BOARDS

12.1: The Employer agrees to furnish the Union adequate bulletin boards at such locations as shall be agreed between the Union and the Department Head. The boards shall be used for the following notices:

- A. Such matters that pertain to Union business and activities.

ARTICLE XIII  
CONVENTIONS

13.1: The parties hereto further agree that the four (4) members of the bargaining committee of the Local Association, jointly or severally, may attend one (1) State Convention and one (1) National Convention, each year, during the term of this Agreement without loss of pay or other compensation or benefits and without cost to the City for any expenses related thereto.

ARTICLE XIV  
PERSONNEL FILE

14.1: An employee covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file. An employee shall be given a copy of any material in his file if it is to be used in connection with a grievance or personnel hearing.

14.2: No material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

14.3: An employee may request that any derogatory material not relevant to his employment be reviewed and destroyed after one (1) year. The employee's department head will decide whether the material will be retained or removed from his personnel jacket, but the employee's employment history record shall not be altered. If the employee disagrees with his department head as to the relevancy of the material, the employee may request that the Chief render a decision on the matter. The Chief's decision shall be binding; provided, however, any derogatory material more than five (5) years old must be destroyed.

14.4: For purposes of privacy, employees, shall be allowed to use department address as personal address on all reports, complaints and testimony.

14.5: In the event a letter of reprimand is removed and its recording expunged, an employee may, at any subsequent examination for promotion, respond that said employee has not been reprimanded.

ARTICLE XV  
DISCIPLINE

15.1: To update the method of discipline within the department and assure that all rights and guarantees are provided: The Employer agrees that in imposing discipline, the department will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employees past record. The employer and department recognizes the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

15.2: The employer mutually agrees that in general, they will follow the principals of corrective and progressive discipline.

- 15.3: No warning need be given in cases where cause for suspension is dishonesty or drunkenness or use of narcotics, or for any employee who has been served with a warrant for High Misdemeanor or Felony or has been indicted by a Grand Jury, and he/she may be suspended forthwith.
- 15.4: Charges of violation of Rules and Regulations: Department process must be brought about within thirty (30) days of said occurrence or when the department should have known of the occurrence.
- 15.5: In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.
- 15.6: An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this article.
- 15.7: Nothing contained in this Agreement shall be construed to deny any Officer any rights, benefits, or beneficial procedures to which he, or she, may be entitled under the provisions of the contract.
- 15.8: Written notification within a reasonable time shall be given to the Steward or Union Officer after any disciplinary action is taken against any member which may result in any official entries being added to his personnel file.
- 15.9: The notice shall specify acts for which discipline is being imposed and the rules being violated and the disciplinary procedure or Chiefs hearing. The notice shall be served on the employee and the President of the Local Association and a copy sent to the POAM office. The notice should include reference to dates, time and places.
- 15.10: The Chief's hearing shall be convened within thirty (30) days of notification.
- 15.11: Discipline imposed by the Chief at the Chief's hearing may be appealed by a member directly to step two of the grievance procedure. All appeals of discipline to step two shall be made within ten (10) working days of the disposition of the discipline.
- 15.12: Decisions of the Chief's hearing shall be made within a reasonable period of time.

15.13: The member shall have the right to review his personnel file at any reasonable time. The member shall be furnished a copy of any new entry, and shall have the right to initial or sign such entry prior to its introduction into his file.

15.14: If requested by the member, a Union representative/steward may represent the member at each and all levels of disciplinary proceedings. Before any member shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the member and his commanding officer. If the member's commanding officer so requests, the member shall submit a written statement to the commanding officer at the time of the request. However, the member shall have the right to union representation at the time of giving the written statement to the commanding officer.

15.15: All employees shall be given warning of their work not being up to par, and instruction on how to improve in writing.

ARTICLE XVI  
RECORDS AND INFORMATION

16.1: All records, reports and other information pertaining to a pending grievance or negotiations or arbitration or an involved employee, shall be made available for inspection by the Union.

ARTICLE XVII  
RULES AND REGULATIONS

17.1: It is mutually agreed that rules and regulations shall be reasonable and be administered in a non-discriminatory manner. New or revised rules promulgated by the City shall be submitted to the Union at least twenty (20) calendar days prior to the effective date of the rules. The new or revised rules shall be deemed substantively valid unless the Union filed a grievance within twenty (20) calendar days of the date it received notice of the rule. The Union shall have the right to grieve the application of such rules in a specific case at any time.

ARTICLE XVIII  
NON-DISCRIMINATION

18.1: The provisions of this agreement shall be applied fairly and equally to all employees in the bargaining unit without favor or discrimination because of age, sex, marital status, race, color,



creed, national origin, religious beliefs, political affiliation or union membership.

18.2: The City agrees that there shall be no coercion by discrimination, interference, restraint, or coercion by the City or any of its agents, or servants on behalf of or against any of its employees because of membership in the Union.

18.3: An employee of the Department who is found guilty of an act of discrimination, as defined in Section 1 of this article, against a member of the bargaining unit during the effective period of this contract, shall be punished in accordance with government regulation. The penalty will be suspension without pay or separation from the Department.

18.4: No department supervisor or representative of the City shall discriminate against an employee because he has joined or has chosen to be represented by the Union or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

#### ARTICLE XIX SAFETY CLAUSE

19.1: Safe Conditions. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question.

19.2: The Employee shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the member in the performance of his assigned duties. The member shall be responsible for informing the employer about unsafe equipment as soon as the member becomes aware of it.

19.3: Each officer assigned patrol or transporting people shall be assigned a prep radio at all times. On duty Detectives shall have radios available.

19.4: A safety committee comprised of one (1) member appointed by the Union and one (1) member from the Employer shall be established for the purpose of conducting regular monthly meetings in order to discuss, recommend and implement safety procedures as they relate to the equipment used by the members of this bargaining unit as supplied or should be supplied by the Employer in accordance with the recommendations of said committee.

19.5: All members shall be furnished shields to protect eyes and ears while shooting on any ranges.

19.6: Because it has been found that range air contain lead poison, the range air will be drawn outside as required by State Laws.

19.7: No two (2) probationary officers with less than six (6) months seniority shall work together, unless in the case of emergency.

19.8: Vehicles. If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by a mechanic, as fit for the road.

19.9: Equipment. Proper equipment such as blankets, fire extinguishers, and flares shall be made available to all employees on duty, in patrol vehicles, during any normal eight (8) hour shift. Other equipment such as ropes and pry bars shall be placed in the command vehicle. Before being placed on the road, each vehicle shall be equipped with Push Bumpers.

ARTICLE XX  
POSITIONS - NEW OR CHANGED

20.1: If an agreement cannot be negotiated as to changes in classifications or job descriptions or as the salary range for a new classification or as to whether such new or changed classification should be in or out of the bargaining unit the matter shall be subject to the grievance procedure and a grievance may be filed directly to arbitration.

20.2: The above shall not include assignments, unless there is a significant change in job description.

20.3: All individuals who were employed by the department prior to March 1, 2000 in the rank of corporal, sergeant or lieutenant shall continue to hold such rank, and the City agrees that they will not be demoted during their careers due to the elimination of the minimum command officer manning schedule from the contract. The City will also continue to promote these police officers to vacant command officer positions which the City decides to fill. The collective bargaining agreement does not require the department to maintain a minimum number of police officer or command officer positions, nor does it prevent the City from eliminating or reducing police officer or command officer positions.

20.4: It is agreed that at all times there will be a minimum of three uniformed police officers on duty in the road patrol division assigned exclusively to road patrol duties, except on the afternoon shift and midnight shift on Friday and Saturday there will be a minimum of four (4) police officers on duty in the road patrol division, whose complement may be made up by full-time police officers covered by the collective bargaining agreement, including employees in the rank of patrol officer, corporal, sergeant, lieutenant, Deputy Chief of Police, Chief of Police, and/or certified part-time employees hired by the City who shall not be members of the bargaining unit, who the City may assign to provide police protection activities, as long as no regular full-time employee is on layoff. This provision shall not be deemed to prohibit a reduction of services for financial reasons, but in such case, the parties will negotiate the manning in the road patrol division.

20.5: Work duties and job assignments will be determined by the Chief.

ARTICLE XXI  
TRADING TIME

21.1: With prior notice to the Police Chief, and using the form and procedure established by the City, lieutenants and sergeants will be allowed to trade days and shifts with each other, and corporals and patrolmen will be allowed to trade days and shifts with each other, as long as the trade does not cause additional overtime. Trading between command officers, whether acting as such or not, and non-command officers shall not be permitted, and if any non-command officer and any command officer traded days prior to this agreement which have not been repaid, such trades shall immediately be reported to the Chief.

ARTICLE XXII  
POLITICAL ACTIVITY

22.1: Members have the same rights to participate in political activity while off duty and out of uniform, as any citizen.

ARTICLE XXIII  
SENIORITY

23.1: Seniority of a new member shall commence after the member has completed his probation of two (2) years and shall be retroactive from the date said employee is placed on the payroll as

a police officer. A member shall forfeit his seniority rights only for the following reasons:

- A. He resigns and does not rescind his resignation within ten (10) days.
- B. He is dismissed and is not reinstated by a court or an arbitrator.
- C. He is absent without leave for a period of five (5) consecutive days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report).
- D. He retires.
- E. He fails to return to work within ten (10) days from the date of certified as mailing of recall notice.
- F. He fails to return to work within the time limits of a Leave of absence or an extended Leave of absence.

23.2: Seniority list shall be furnished to the Union by the employer once each six (6) months.

23.3: Choice of furloughs shall be on a shift seniority basis as past practices.

23.4: Seniority shall be determined by the employees length of service while in the department. Time spent in the armed forces or military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included.

23.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his Position, his seniority shall be maintained free the original date of hire.

23.6: Seniority shall carry over from one classification to another with the bargaining unit positions with the Ecorse Police Department.

ARTICLE XXIV  
LAYOFF AND RECALL

24.1: If it is necessary to layoff personnel because of lack of funds, the following procedure will be followed. It is understood that the idea of last hired, first laid off shall be accomplished on a department-wide basis.

24.2: Anyone to be laid off shall receive a written notice thirty (30) days prior to any layoff.

- A. First, all part-time and temporary employees will be laid off.
- B. Second, probationary personnel will be laid off in inverse order of date of hire.
- C. When it is necessary to layoff members of the bargaining unit, the member with the lowest seniority will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

24.3: No one will be hired either part-time, temporary or otherwise until those who have been laid off have been brought back.

24.4: Recall: Employees last Laid off will be the first to be given the opportunity to return to work.

24.5: Seniority shall be retained by any laid off employee for a period of two (2) years or for a period of months equal to the months worked on the department before being laid off or whichever is less.

ARTICLE XXV  
JOB VACANCIES AND JOB ASSIGNMENTS

25.1: Job vacancies that are lateral move (not a promotion) shall be filled upon the basis of seniority, provided the employee is qualified.

25.2: Promotions shall be filled utilizing the following described system. An employee is only eligible to be promoted one rank at any given time.

- A. The most senior eligible patrolman who bids for the position of corporal shall be awarded the position. A patrolman would be ineligible to bid if he has had a disciplinary suspension without pay within the previous twenty-four months.
- B. The following system will be used when determining which individual to promote to the position of sergeant:
  - 1. Individuals who have received a suspension within the previous twenty-four months are ineligible to bid.
  - 2. An "in basket" test will be developed and administered by the Michigan Municipal League. A "pass/fail" cut-off score will be predetermined by the City. Only individuals who "pass" this test will be considered for promotion to the position of sergeant.
  - 3. Among those individuals who meet the criteria spelled out in items 1 and 2, above, the job will then be awarded to the job bidder with the most "points". "Points" will be awarded as follows:
    - a. Seniority: 7 points for each completed year of service (no pro-rata for partial years).
    - b. Bachelors Degree: 40 points (or 20 additional points if already given 20 points for an Associates Degree).
    - c. Masters Degree: 10 points.
    - d. Associates Degree: 20 points.
    - e. For each full day spent successfully completing a class or seminar related to police work or management, and which is documented in the employee's personnel file: 1 point.

Promotion from sergeant to lieutenant shall be on the basis of seniority.

The claim of any employee that he has been unreasonably or unjustly transferred, reassigned, or denied a job opening shall be subject to the grievance procedure.

25.3: Shift assignments shall be on the basis of seniority.

25.4: Job vacancies shall be posted for a minimum of ten (10) days prior to the filling of the vacancy. A job vacancy shall be filled no later than twenty (20) days free the date of posting.

25.5: An employee filling a job vacancy shall be subject to a maximum of six (6) months probationary period in the new assignment. At any time during the probationary period if it is determined that the employee is not qualified, he shall be returned to his former position.

25.6: Every thirty (30) days during an employee's probationary period, performance reports may be filed with the Chief. The employee shall receive copies of any such reports.

25.7: Job vacancy is defined as a job created by transfer, promotion or leave of absence over six (6) months, provided: That nothing in this agreement shall be so construed so as to deny the City the right to abolish or leave positions vacant.

25.8: A job vacancy is defined as a job created by separation transfer, promotion or leave of absence over six (6) months.

25.9: Nothing in this Article shall apply to the filling of temporary assignments or vacancies in the special investigation unit (narcotics, undercover vice). A temporary unit assignment is defined as one which lasts no longer than thirty (30) days.

ARTICLE XXVI  
ADOPTION BY REFERENCE

26.1. The parties further agree that all provisions of the Charter, Police Department Manual, Ordinances and Resolutions of the City as of the date of this contract, relating to the working conditions and compensation of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of this agreement.

ARTICLE XXVII  
POLICE OFFICERS BILL OF RIGHTS

27.1: It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

27.2: Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action transfer or charges, such investigation or questioning shall be conducted under the following conditions:

27.3: The questioning shall be conducted at a reasonable hour, preferably at a time when the member is on duty. If such questioning does occur during off time of the member being questioned, he shall be compensated for such time in accordance with the overtime provision of the contract.

27.4: The member under questioning shall be informed prior to such ,questioning of the rank, name and command of the officer in charge of the investigation the questioning officers and all persons present during the questioning. All questions directed to the officer under ,questioning shall be asked by one person at a time.

27.5: The member under investigation shall be warned of the nature of the investigation and see written charges, accusations or letters of complaint and have time to discuss these with the Union and/or attorney.

27.6: Where charges against an officer do not involve a possible violation of the criminal law, the officer if ordered to do so, shall make a written statement in response within twenty-four (24) hours of the receipt of the written charges, accusations or letters of complaint. Failure to make such a statement may result in disciplinary action.

27.7: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary provided that no period of continuous questioning shall exceed one (1) hour without a ten (10) minute rest period without the member's consent.



- 27.8: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions nor shall his name, home address, or photographs be given to the press or news media without his express comment.
- 27.9: If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.
- 27.10: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questions, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.
- 27.11: Prior to any conversation pertaining to actions of members that may result in disciplinary action to any member of this bargaining unit, the Union shall be present. Furthermore, if the member so requests, the Union shall represent the member.
- 27.12: A member of the bargaining unit may be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination, nor shall any said refusal reflect a presumption of guilt or innocence.
- 27.13: No member of his bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.
- 27.14: If an employee is suspended or dismissed as the result of disciplinary action or because he is charged with the commission of a felony the employer will continue to pay the employee's contractual insurance premiums until the suspension is resolved through arbitration or court decision. If the employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the City the money expended for contractual insurance premiums which monies may be deducted from the employees's accumulated sick leave, personal leave, vacations and compensatory time banks. The employer's obligation to pay the employee's contractual insurance premiums shall be limited to the amount of monies available in the employee's accumulated sick Leave, personal leave, vacation and compensatory time banks.
- 27.15: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty still out of uniform.

27.16: The employer will represent a member against whom a claim or civil suit is brought for any act, action or omission arising out of and in the course of his employment.

27.17: Any discussion or conversation occurring between a Union Representative and any member who has been charged with a violation of the Rules and Regulations or charged with any contract violation, shall be privileged to the extent that the Union officer shall not be called to testify as to said conversations in any arbitration or civil service hearing.

ARTICLE XXVIII  
EQUIPMENT

28.1: It shall be the duty of the employer to make available to all employees on duty during any normal tour of duty any equipment which may be required such as helmets, night sticks, batteries, flares, raincoats, shot guns, gun racks for cars, ammunition and chalk. In addition, there will be provided fifty (50) rounds of .40 caliber per quarter to each employee for training purposes.

ARTICLE XXIX  
NON-ECONOMIC NEGOTIATIONS

29.1: That the Union may negotiate non-economic items with the appropriate City agency.

ARTICLE XXX  
WAGES AND RANK REQUIREMENTS

30.1: See Appendix A for wage schedule and rank requirements.

ARTICLE XXXI  
UNIFORMS

31.1: The employer shall provide each "new" uniformed member of the department, at the expense of the employer, the following equipment:

- A. (1) 3-cell flashlight
- B. (1) Riot Helmet
- C. (3) Uniform Trousers
- D. (4) Long Sleeve Shirts
- E. (4) Short Sleeve Shirts
- F. (1) Tuffy Jacket

- G. (1) Lightweight Jacket
- H. (1) Pair Black Military Shoes
- I. (1) Raincoat
- J. (2) Ties and (1) Tie Bar
- K. (1) Complete set Basket weave Leather
- L. (2) Name Plates
- M. (1) Belt
- N. (1) Hat
- O. Patches on shirts and jackets

31.2: It is further understood and agreed that if the employer requires additional equipment or supplies, it will be at the expense of the employer.

31.3: Articles of clothing or personal property damaged or destroyed during the course of a member's assigned performance of police duty as determined by the Chief, shall be repaired or replaced at the expense of the employer.

ARTICLE XXXII  
GUN ALLOWANCE

32.1: The City shall pay each police officer a gun allowance of \$750.00 annually, and such shall be paid to each employee during the month of his date of hire into the Ecorse Police Department.

ARTICLE XXXIII  
CLOTHING AND CLEANING ALLOWANCE

33.1: The City agrees to pay each officer a clothing and cleaning allowance of \$700.00 per year. Such allowance shall be paid to that employee during the month of his date of hire into the Ecorse Police Department.

ARTICLE XXXIV  
HOLIDAY PAY

34.1: That for each fiscal year the City shall include in the annual salary of each Police Officer pay for fourteen (14) holidays per year consisting of:

- A. New Years Day
- B. Martin Luther King's Day
- C. Washington's Birthday
- D. Lincoln's Birthday
- E. Memorial Day

- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. Thanksgiving Day
- J. Christmas Eve Day
- K. Christmas Day
- L. Veteran's Day
- M. Easter
- N. General Election Days

34.2: That should any of the above days fall on a Police Officer's regular work day, the officer shall be compensated at the rate of time and one-half his regular base rate in addition to section 34.1.

34.3: That the traditional calendar day on which the holiday falls shall be considered as the holiday under the provisions of holiday pay section.

34.4: If other City employees are pre-scheduled to have a day or part of a day off with pay, for the purposes of observing a holiday, and if that day is not already part of the labor agreement between that group of employees and the City, the City shall pay each member of the police department as outlined in paragraphs A & B, below. Acts of God such as loss of power, loss of air conditioning, floods, snow storms, etc. are not considered "holidays" for the purpose of this section.

- A. If the day falls on a police officer's regular work day the officer shall be compensated at the rate of double his regular base rate.
- B. If the day falls on a police officer's regular off day the officer shall be compensated at the rate of time and one-half his regular base rate.

ARTICLE XXXV  
HOSPITAL AND DENTAL INSURANCE

35.1: Bargaining Unit members, their married spouse, and dependent offspring children eighteen (18) years of age or younger; and upon written application, dependent offspring children who are nineteen (19) to twenty-five (25) years of age and attending full-time school, shall be covered by and have the option to select Blue Cross-Blue Shield MVF-2 Plan, (including the drug rider with a \$2.00 deductible), Health Alliance Plan (HAP), Health Care Network or other plans offered by the City of Ecorse. Specific details of coverage may be obtained by contacting the Controller's office.

Employees shall pay the following bi-weekly co-pay for such coverage:

Those employees hired prior to January 1, 1980 shall have no co-pay. Those employees hired between January 1, 1980 and January 1, 1994 shall have no co-pay unless the employee selects Blue Cross/Blue Shield MVF-2 coverage. Such employees shall make the following co-pay contribution:

SINGLE PERSON COVERAGE	\$25.00 BI-WEEKLY
TWO PERSON COVERAGE	\$40.00 BI-WEEKLY
FAMILY COVERAGE	\$45.00 BI-WEEKLY

Those employees hired after January 1, 1994, shall make the following co-pay contributions regardless of the plan selected:

SINGLE PERSON COVERAGE	\$30.00
TWO PERSON COVERAGE	\$50.00
FAMILY COVERAGE	\$60.00

All of the above referenced co-pay amounts will be increased/decreased annually, beginning November 15, 1999, effective on the same day as the City's premium is changed by the insurer, and in a percentage equal to the overall percentage of the increase/decrease in the premium for the health care plan that the specific employee is enrolled in. Such premium co-pay shall be deducted from the employee's payroll check on a bi-weekly basis.

The co-pay referenced in this section, 35.1, become effective July 1, 1994.

35.2: Each member of the Ecorse Police Department and his or her family, exclusive of retirees, shall be covered by Blue Cross/Blue Shield Dental insurance with \$1,000.00 maximum and 75/25 co-pay or the equivalent coverage. Specific details of coverage may be obtained by contacting the controller's office. The above plan shall be paid for by the City, except that employees hired after January 1, 1980 will be required to contribute to the cost of the dental coverage, if so selected, in the following manner:

SINGLE PERSON COVERAGE	\$ 5.74 BI-WEEKLY
TWO PERSON COVERAGE	\$ 8.92 BI-WEEKLY
FAMILY COVERAGE	\$14.14 BI-WEEKLY

Such monies shall be deducted from the Employee's wage on a bi-weekly basis, commencing July 1, 1994.

35.3: Each member of the Ecorse Police Department and his or her eligible family members, after his or her retirement, shall be eligible upon retirement to continue to maintain health insurance coverage as outlined in Section 35.1, above. Upon retirement each employee will be required to contribute to the cost of the health insurance plan, if selected, under the terms defined in Section 35.1 above, as defined by the employee's date of hire. Employees are not covered by Dental Insurance.

ARTICLE XXXVI  
LIFE INSURANCE (DEATH BENEFIT)

36.1: The City shall provide each member of the Ecorse Police Department with a death benefit of Twenty Thousand (\$20,000.00) Dollars on or off the job. The benefit shall provide for double indemnity for accidental death, whether occurring on or off duty. Additionally the city shall provide the employees spouse with a death benefit of Two Thousand (\$2,000.00) Dollars and the employees dependent children with a death benefit of One Thousand (\$1,000.00) Dollars (under 6 months \$100.00). Retired Department members shall have a death benefit furnished by the City in the Amount of Five Thousand (\$5,000.00) Dollars. Retired Department members spouse and children shall have no death benefit.

ARTICLE XXXVII  
OVERTIME PAY

37.1: Each police officer shall be paid for all the time worked over eight (8) hours per day and for all days or parts of days worked over the five (5) day week. This pay shall be at one and one-half times the base-holiday rate of pay.

37.2: The police officer may at his option, request and receive, in lieu of overtime pay, compensatory time at the rate of one and one-half times the hours worked. All employees will be allowed to carry a maximum of eighty (80) hours compensatory time on the books. All hours earned in excess of eighty (80) hours shall be paid in cash, monthly.

37.3: Double Rack: Police officers who work the day shift starting Sunday mornings and report back to work on the Sunday midnight shift shall receive an additional three (3) hours pay at straight time rates.

37.4: The department will make a sincere effort to equalize overtime. The overtime list shall be posted.

37.5: The City will not change the work schedule resulting in the loss of overtime.

ARTICLE XXXVIII  
CALL BACK

38.1: Call in. Employees called back to work after they have completed their regular eight (8) hour tour of duty or if called back on their regular day off, shall receive one and one-half (1-1/2) time for all hours but in no case less than three (3) hours minimum at time and one-half, providing it is not contiguous to their regular work schedules.

38.2: Call-In - Emergency. "Emergency Call-in" shall be defined as the specific request of the Chief or his designee for an employee to return to duty in the instance of an emergency. Emergency shall be defined as: civil disorders, natural disaster or emergency status declared by an agency of competent jurisdiction. In such instance, an employee shall be paid double time his regular rate of pay if he is called in.

38.3: Tests. Where an officer is called to the station to give a test for which he is trained or is required to take any court appearance, he will receive Call-in pay at time and one-half his regular rate of pay notwithstanding the fact that such work is performed during time contiguous to the officer's regular work schedule.

ARTICLE XXXIX  
COURT TIME

39.1: That each Police Officer shall receive his regular rate of pay for all court appearances while such court appearance is during his normally scheduled shift and will receive time and one-half for such appearance if the officer is scheduled for off duty time. If court appearances are during off duty time the minimum payment for Local court appearances shall be three (3) hours at one and one half (1-1/2) times the officers regular rate of pay and for court appearances other than the 26th District Court, Division 2 the minimum shall be four (4) hours at one and one half (1-1/2) times the officers regular rate of pay.

ARTICLE XL  
SHIFT DIFFERENTIAL

40.1: Each Police Officer shall receive a shift differential of thirty-five cents (\$.35) per hour for the afternoon shift and forty cents (\$.40) per hour for the midnight shift.

ARTICLE XLI  
VACATIONS

41.1: After one (1) year, seven (7) vacation days. After two (2) years, fourteen (14) vacation days. After three (3) years and over, twenty-eight (28) vacation days. Eligibility: Each bargaining unit member shall be eligible for vacation each year after he or she has been in the continuous employ of the City for not less than twelve (12) continuous months. Each year thereafter that a bargaining unit member works one thousand six hundred (1,600) straight time hours he/she shall then be eligible for a full vacation. Bargaining unit members who perform less than one thousand six hundred (1,600) straight time hours shall receive a pro-rated vacation. Provided, however, that any employee absent from work for reason of duty related illness or injury shall be credited with such period of absence as if such period had been worked for the purpose of this vacation eligibility provision. Determination of duty relatedness shall be consistent with eligibility for Worker's Compensation.

41.2: A police officer shall receive a full day's pay for each vacation day.

41.3: After completion of fifteen (15) years an employee shall receive one (1) additional vacation day with pay.

ARTICLE XLII  
SICK AND FLEX DAYS

42.1: Employees will be allotted six (6) flex days per year (effective 6/30/2000, eight (8) days for the year(s) beginning 7/1/2000) cumulative to not over 40 days, and such days to be granted at the commencement of each contract year. The current sick day bank to be frozen and used only in the event an employee has already utilized his six (6), ((8) after June 30, 2000,) flex day per year allotment. Additionally, the City will pay one tenth (1/10th) of the bank, remaining each year in the month of July to the employee until, through sick day use and/or sub-payment, the bank has been reduced to forty (40) days. It is understood that twenty-four (24) hour notice will be given when taking a flex day



for other than sickness. Management may require proof of illness when flex days are used without twenty-four (24) hour notice given.

ARTICLE XLIII  
DETECTIVE BUREAU EXPENSE ACCOUNT

43.1: That each police officer who is a member of the Detective Bureau shall receive an expense account of \$50.00 per month for expenses. Such vouchers shall be maintained by the individual officer involved and shall be presented to the City upon demand. Each officer affected shall submit monthly the total amount of expenses claimed.

ARTICLE XLIV  
STAND-BY PAY

44.1: Any police officer who is designated by the Police Chief, in writing, to be on-call between July 1 and June 30th (commencing July 1, 1996) shall receive the sum of three hundred dollars (\$300.00) as compensation for being on stand-by during the previous year. This amount is to be paid in August. There shall be no duplication of stand-by pay for any police officer.

ARTICLE XLV  
BEREAVEMENT PROVISION

45.1: That a member shall be granted three (3) working days off when a bereavement occurs in order to attend the funeral of a spouse, father, mother, brother, sister, father-in-law, mother-in-law, daughter, son or stillborn child; also spouse's brother and sister, both sets of grandparents, stepparents, and step-children.

45.2: If death occurs over three hundred (300) miles away or in an unusual hardship case, an additional two (2) working days may be granted with permission of the Chief of Police.

45.3: That should bereavement occur during period of vacation an additional three (3) working days shall be allowed such member over and above vacation time.

ARTICLE XLVI  
PHYSICAL EXAMINATIONS

46.1: The City shall, at its expenses provide each employee upon request a complete physical examination once every two (2) years.

The place and persons giving the examinations to be agreed upon by both the City and the Union.

46.2: The City shall, at its own expense, provide each employee with a copy of the physician's report within twenty (20) days of its receipt by the city.

46.3: The City shall have the right, at City expense, to require employees to undergo psychological fitness for duty. Only the employee required to submit to such an evaluation shall receive a copy of the evaluation results and the employer shall only be entitled to receive a statement from the psychologist that the employee is either fit or unfit for duty.

46.4: The City shall have the right, at City expense, to test employees for drug and/or alcohol use under the conditions outlined in the "Controlled Substance and Alcohol Use Policy of the City of Ecorse", dated November 15, 1999, and made a part of this agreement by reference.

ARTICLE XLII  
MILITARY SERVICE

47.1: That an officer who is an active member of the National Guard or any Reserve Unit, and who is called to serve with his unit for any reason, will be compensated by the City, while such duty lasts up to and including thirty (30) days. The officers seniority will continue while he serves up to thirty (30) days. The amount compensated by the City will be the difference between a military and regular pay.

47.2: That any officer who is drafted to serve his country as an active member of armed forces shall receive full credit toward his seniority for the time spent.

ARTICLE XLVIII  
PRIVATELY OWNED VEHICLE

48.1: If a police officer is directed to use his privately owned vehicle for any police purpose or to transport himself to and from a school he is attending at the direction of the Chief of Police, he shall be compensated at the rate of (\$.25) per mile at the expense of the City.

ARTICLE XLIX  
EDUCATION

49.1: Police officers will be reimbursed for tuition and books needed for any approved course related to the police field upon successful completion of the course.

ARTICLE L  
UNEMPLOYMENT COMPENSATION

50.1: Any member who is laid off for lack of work or funds shall receive the same benefits under the same rules, regulations and statutory requirements as if the Michigan Unemployment Compensation Act, being MSA 17 501 et seq, as amended applied.

ARTICLE LI  
WORKERS COMPENSATION

51.1: In the event any employee is sick or is injured in the performance of his duty as a police officers whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability in accordance with the procedures in the Police Department manual and the City Charter for up to two years.

51.2: All present benefits shall be maintained with the exception of Hospital, Medical and Dental benefits where the employers obligation to pay such benefits will terminate after two years.

51.3: No sick days shall be deducted for duty-connected sickness or injury.

51.4: If a determination is made that any sickness or injury is duty connected, all sick days used shall be returned to employee.

ARTICLE LII  
MATERNITY AND OTHER LEAVES

52.1: Leaves for the purpose of pregnancy disability will be treated the same as leaves for other medical conditions.

52.2: The parties agree to comply with all relevant and applicable provisions of the Family Medical Leave Act.

ARTICLE LIII  
PENSION

53.1: The parties adopt (but only to the extent not superseded herein) by reference, the provisions of Chapter XV, the City of Ecorse Charter, titled Pensions and Disability Benefits for Policemen and Firemen provisions, subject to the following additions and/or modifications, it being understood and agreed that no employee covered under the terms and conditions of this Collective Bargaining Agreement shall receive a reduction in any pension amount by reason of any of the terms and conditions set out in this article of this Collective Bargaining Agreement, and it being understood and agreed that to the extent of any conflict between the pension provisions of the Charter and this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement shall be controlling and shall supersede the Charter provisions.

53.2: All pension benefits shall be fully vested in each employee after ten (10) years of service with the City of Ecorse. An employee who has less than ten (10) years of actual service, whose employment is terminated, voluntarily or involuntarily, through other than disability injury, shall be entitled to return of all contributions made by that employee under the pension plan. Benefit entitlement shall commence at age sixty (60) years, and the same shall not inure to other persons.

- 53.3:
- A. The pension trust fund shall be under the supervision and management of the Board of Trustees of the Ecorse Police and Fire Pension Fund which shall have the authority and duty to manage and administer the pension trust fund in accordance with the powers, duties and limitations as set forth in Public Act 314 of 1965, as amended (MCLA 38.1132 et seq.; MSA 3.981(112) et seq.), other applicable law, and as set forth herein. The Board of Trustees shall be vested with the general administration, management and responsibility for the proper operation of the pension trust fund.
  - B. The monies and investments of the pension fund shall be used for no purpose other than payment of benefits under the pension system and the payment of expenses for maintaining and investing the funds of the system and properly managing and operating the system in accordance with applicable law.
  - C. In addition to the authority, duties and responsibilities set forth above, the Board of

Trustees shall: (1) Calculate and certify the annual pension benefits due any eligible retiree from the Police and Fire Pension Fund, consistent with applicable law and applicable collective bargaining agreements; (2) Make rules and regulations necessary to the proper conduct of the business of the pension trust fund; (3) Retain legal, medical, actuarial, clerical, or other services as may be necessary for the conduct of the affairs of the pension trust fund and make compensations for the services retained; (4) Certify to the City Council, the amount to be contributed by the City, as provided by applicable law; (5) Keep and maintain accurate records or correspondence, investments and other business transacted by the Pension Fund Board, and copies of such records will be filed with the City Clerk; (6) Hold meetings at least once a month and conduct meeting in accordance with the Open Meetings Act of the State of Michigan; (7) Disburse the pensions and other benefits payable under this act; and (8) Provide or cause to be provided actuarial reports, investment reports and copies of the minutes of meeting of the Board of Trustees to the City Clerk.

53.4: The Pension Board has received a determination letter from the Internal Revenue Service which provides that the pension system is a qualified plan pursuant to applicable sections of the Internal Revenue Code. The Pension Board and the City shall do all that is necessary and required to maintain said qualified status of the plan.

53.5: Prohibition Against Reversion of Funds to the City:

It is agreed by the City and the Association that this pension plan and trust has been created for the exclusive benefit of the members and beneficiaries as set forth herein. The funds thereof have been established for the benefit of the members and for the operation of the pension system. No part of the principal and income of any of the funds of this plan and trust shall revert to or be returned to the City prior to the satisfaction of all liabilities hereunder to all members, beneficiaries and anyone claiming by or through them.

53.6: Employees covered under the terms and conditions of this Collective Bargaining Agreement who have accrued 25 years of service with the City may retire with full pension benefits regardless of age.

53.7: The parties are aware of the legal requirements applicable to the funding of public employee retirement systems. The Board of Trustees shall retain an actuary and arrange for actuarial valuations annually or as determined by the Board of Trustees. Such actuarial valuations shall determine what amounts, if any, would be necessary to pay into the pension plan in accordance with section 53.13 hereof, the State constitution (Article 9, Section 24) and any other applicable federal, state or local law. The City shall then continue to pay, from its general fund or otherwise, any amounts necessary to cause the pension plan to become actuarially sound. An actuarial report shall be made yearly.

53.8: Appointment of Pension Board:

- A. The Board of the City of Ecorse Police and Fire Charter Pension Plan (Charter) shall be composed only of an active member of the City of Ecorse Police Department who is a full time permanent, sworn officer, and a member of the Charter Plan; a member as set forth in the Firefighter contract; and an appointee of the mayor. Should there be no active police member eligible and willing to serve, the Board shall have a second appointee of the mayor substituted for the police member position.
- B. Upon the separation from service of the last active police officer who is a member of the Ecorse Police and Fire Retirement System, the police officers' representative to the Board of Trustees shall be elected from and by the police officer retirees receiving benefits from the Ecorse Police and Fire Pension Fund.
- C. Upon the death of the last police officer retiree receiving benefits from the Ecorse Police and Fire Pension Fund, the police officers, representative to the Board of Trustees shall be elected from and by the beneficiaries of such police officer retirees receiving benefits from the Ecorse Police and Fire Pension Fund.
- D. All members of the Board of Trustees shall continue to serve in their respective capacities until their successor is duly appointed or elected and certified to the Board of Trustees by the City Clerk.

- 53.9: A. Total Disability Defined: The term "totally disabled" herein used shall be construed to mean physically unable from any cause, either violent, accidental or natural, to perform his official

duties. A person totally disabled shall be considered to have a total disability.

B. Medical Director:

1. The Board of Trustees shall appoint a physician to serve as Medical Director of the Retirement System who shall serve at the pleasure of the Board of Trustees.
2. The Medical Director shall arrange for and pass upon all medical examinations required, shall investigate all essential statements and certificates by or on behalf of a member in connection with application for disability retirement, and shall report in writing to the Board of Trustees his conclusions, medical findings, and recommendations; on matters referred to him.

C. Application for Benefits: Application for pensions shall be made to the Board of Trustees with an informational copy filed with the City Clerk for transmittal to the City Council. The application for pension shall be made on a form approved by the Board of Trustees and such application shall name medical persons and facilities having medical information regarding the applicant. Such application form shall include medical authorizations and releases to be signed by the applicant enabling the Board of Trustees to obtain medical reports to be submitted to the Board which will become part of the pension file of the applicant. The applicant shall submit to a medical examination by the Medical Director as scheduled by the Medical Director.

The Board shall request the Police Department to provide all available applicable medical records which shall be added to the member's pension file. The pension file with the medical history shall be submitted to the Medical Director who shall review such pension file, examine the applicant and report his medical findings, conclusions and recommendations to the Board of Trustees. The Board of Trustees shall grant or deny the application for disability benefits after the Board's review of the written report of the Medical Director.

D. Medical Board of Review:

1. If the Board of Trustees, the disability applicant, or any beneficiary shall disagree with the medical findings of the Medical Director, the Board of Trustees on its own motion may or on petition of any such disability applicant or beneficiary shall refer the matter in dispute to a Medical Board of Review consisting of three (3) physicians or surgeons, of whom one (1) shall be named by the Board of Trustees, one (1) by the affected disability applicant or beneficiary, and the third by the two (2) physicians so named. Any referral to a Medical Board of Review shall be made within thirty-five (35) days of the Board's grant or denial of disability benefits. The Medical Director shall in no case be a member of the Board of Review. The two (2) members of the Board of Review named by the Board of Trustees and the disability applicant shall be named within thirty-five (35) days after the filing of such petition. The two (2) physicians shall promptly mutually agree to the selection of the third member of the Medical Board of Review. The Board of Review shall promptly examine the medical findings in dispute, may examine the member, and shall within sixty (60) days from its appointment file with the Board of Trustees a written report of its findings, which shall be final and binding as to the medical findings. The reasonable expense of such Board of Review as determined by the Board of Trustees shall be paid from investment earnings of the Retirement System.

2. As to all applications under this Article, the medical findings of the Medical Board of Review shall be binding on all parties.

- E. Total Disability Pension: If a member shall become totally disabled for duty as a police officer by reason of injury, illness or disease resulting from any cause, on written application to the Board of Trustees by or on behalf of such member or by the head of his Department, such member shall be retired; provided (1) the Medical Director, after examination of such member, makes medical findings



supporting the member's total incapacity and recommends to the Board of Trustees that the member be retired on disability, (2) no Medical Board of Review is requested seeking review of the findings of the Medical Director and (3) in the case a Medical Board of Review is requested, the Medical Board of Review makes medical findings supporting the member's total incapacity and recommends to the Board of Trustees that the member be retired on disability.

- F. Total Disability Benefits: Any policeman subject to retirement as set forth in this section shall upon his own application and may upon the application of the Department Head be retired on an annual pension of sixty-two and one half (62-1/2%) percent of his average annual total earnings determined over the period of three (3) years preceding the date of his total disability provided that if he is determined to be totally disabled before he has served a period of three (3) years, said pension of sixty-two and one half (62-1/2%) percent of his average annual total earnings shall be determined over the full period of his employment.
- G. Termination of Disability: Any Policeman whose retirement for disability has been effectuated or terminated shall at any time upon the request of himself or the Board of Trustees, be re-examined by the Medical Director who shall report his findings, conclusions and recommendations to the Board of Trustees. If the Board of Trustees, after receiving the report of the Medical Director, shall find that said total disability has ceased, then such Policeman shall be returned to duty at full pay; provided, however, that such former employee has not waived his rights to re-employment by the City of Ecorse via written agreement as part of a redemption settlement or otherwise between such policeman and the City.
- H. Partial Disability-Definition/Benefits: No benefits shall be paid from the Retirement System for partial disability. A member who is partially disabled shall be entitled to apply for Workers Compensation benefits.

- I. Records: The Board of Trustees shall keep a record of all its proceedings, including a complete history and record of the action of its Board in granting or denying pension benefits and shall provide such information to the City Clerk.
- J. Burial Expense: If death results to a member before his retirement because of the contracting of any disease or illness or the suffering of any injury as a result of occupation while in the performance of duty, there shall be paid from the Pension Fund in addition to the benefits hereinbefore provided, One Thousand Five Hundred (\$1,500.00) Dollars toward the expense of his burial.
- K. Survivor's Benefits: If any Policeman of the City of Ecorse shall die from any cause, either before or after any retirement, a pension in the same amount provided by this Agreement shall be paid to the surviving spouse or children as additional payments for services rendered as follows:
  - 1. If such Policeman leaves a surviving spouse, then to said surviving spouse until death.
  - 2. If such Policeman leaves no surviving spouse, or if such surviving spouse shall later die, then his surviving children under eighteen (18) years of age, each to share equally, until he or she attains the age of eighteen (18) years or dies, whichever occurs first, including posthumous children if such person dies before retirement, and excluding any children born after retirement.

As used herein, "spouse" means the person to whom the retiree was legally married on both the effective date of retirement and the date of the retiree's death, or in the case of the death of an active member, the person to whom the member was legally married on the date of the member's death.

In the case of the death of an active member, survivor's benefits in the same amount provided by section 53.9:6 hereof shall be paid. In the case of the death of a retiree, survivor benefits in the same amount as previously being paid to the retiree shall be paid. In the case of an inactive vested

former member, survivor benefits in the same amount and at the same time as provided to the vested former member by this Agreement shall be paid. Benefits shall not be paid under this subsection on account of the death of a retiree if the retiree elected to receive his or her pension under either Option I or II provided for in section 53.14:2 hereof.

L. Re-Examination of, Disability Retirees:

1. Once each year during the first five (5) years following retirement of a member on a disability pension or a disability retirement allowance and at least once in every three (3) year period thereafter the Board of Trustees may, and upon his application, shall require any disability retiree, if he would not then be eligible for a full retirement allowance had he remained in active service, to undergo a medical examination; such examination shall be made by, or under the direction of the Medical Director at a place to be fixed by the Board of Trustees. Should such disability retiree refuse to submit to such examination, his disability pension or disability retirement allowance may be discontinued until he shall submit to such examination and should such refusal continue for sixty (60) days, all his rights in and to a pension may be revoked by the Board of Trustees. If on medical examination of the beneficiary, the Medical Director reports, and the report is concurred in by the Board of Trustees, that the beneficiary is physically able and capable of resuming active duty as a Policeman, he shall be restored to such duty and his disability pension shall cease. Such member so restored to active duty shall be returned to duty in a rank or grade equivalent to or higher than the rank or grade in which he was serving at the time of his last retirement and his compensation shall be that provided for the rank or grade in which he is restored to service. It shall be the duty of the City to restore such member to duty forthwith; provided, however, that such member has not waived his rights to re-employment by the City

via written agreement between such member and the City.

2. If the Board of Trustees shall find that a disability retiree, prior to full retirement, is engaged in a gainful occupation, paying more than the difference between his last compensation as an active employee and his disability pension, the amount of his pension shall be reduced to an amount, which together with the amount earned by him, shall equal the amount of his last compensation. Should his earnings later change, the amount of his pension may be further modified in like manner.
  3. A disability retiree, who shall be reinstated to active service, as provided in this section, shall from the date of such restoration again become a member of the pension fund, and he shall contribute to the Fund thereafter in the same manner and at the same rate as then in effect. Any prior service on the basis of which his services were computed at the time of his retirement shall be restored to full force and effect, and he shall be given service credit for the period of time he was in retirement and in receipt of worker's compensation benefits due to such disability.
- M. Disability Pension Offset by Compensation Benefits: Any amounts which may be paid under the provisions of any workmen's compensation, or pension, or similar law, excluding federal social security disability benefits, to a member, or to the dependents of a member on account of any disability or death, shall be offset against and payable in lieu of any benefits payable out of funds provided by the pension trust fund under the provisions of the pension trust fund on account of the same disability or death.

53.10: The City acknowledges that trustees have a legal duty to meet their fiduciary obligations to the trust fund, its members and beneficiaries and from time to time will attend court hearings, other meetings relative to business of the pension trust fund, and educational conferences and seminars. The City agrees that should such meeting and/or hearing dates occur on days that a trustee is

scheduled to perform his duties as police officer, such trustee shall be excused with pay to perform his duties as pension fund trustee. It is agreed, however, that attendance at pension educational conferences and seminars shall not exceed six (6) paid working days per year for the police trustee.

53.11: Effective July 1, 1991, the Board of Trustees of the pension trust fund shall use a formula whereby the Board utilizes total earnings for the consecutive 36 month period of employment selected by the Employee (excluding any lump sum payments which are not applicable to that period and excluding excess sick bank reduction payments pursuant to section 42.1 hereof), divided by 3, multiplied by 2.5% multiplied by years of service, divided by 12, determines the monthly pension benefit. The retiring employee shall receive annual pension benefits payable monthly in said monthly amount subject to a maximum annual limitation of 65% of such average annual total earnings.

As used herein "total earnings" shall include base wages paid (which encompasses payments for holidays, personal days, vacation days, sick days, flex days and compensatory time used), overtime, Call-back time, longevity, shift differential, gun allowance, clothing and cleaning allowance, stand-by pay, off-duty court time and deferred compensation amounts applicable to and earned during the 36-month period of employment selected by the employee for pension purposes. In addition, "total earnings" shall also include up to 25 days of vacation bank payoff at retirement, up to 40 days of sick bank payoff at retirement and the value of the compensatory time payoff at retirement. "Total earnings" shall include no other items.

53.12: The value of any unused sick leave amount, vacation time, stand-by pay, compensatory time, and any unpaid balance for longevity, gun allowance, food and clothing allowance shall be paid in cash to the retiree by the City from City general funds within 30 days of the effective date of retirement.

53.13: Effective July 1, 1988, the Plan shall become a non-contributory plan and the employees shall not be required to make any contribution. The employer shall fund the plan as provided by the Circuit Court Judgment Levy until such time as the Judgment Levy is satisfied at which time the provisions of section 53.7 will be in effect. The City recognizes that the Judgment Levy only provides funding for the Pension Fund's benefit liabilities based upon the plan provisions in effect on December 31, 1988. Therefore, the City agrees to fund any plan benefit increases granted subsequent to December 31, 1988, including those contained in section 53.11 (increasing the multiplier from 2.4% per year and maximum pension from 60% to 2.5% and 65%, respectively) and section

53.19 (allowing the purchase of military service credit) hereof, in addition to the annual amounts required by the Judgment Levy, in accordance with the provisions of section 53.7 based upon a 20 year amortization of the unfunded accrued liabilities created by such benefit increases.

53.14: Full Retirement and Benefits:

- A. A full retirement is an employee with at least 25 years of service (which includes a member's intervening lay-off periods and can include military service per section 53.19 if purchased) or disability retirement at the time the disability retiree would have attained 25 years of service had the disability retirement not occurred. The formula for a full retirement is explained in section 53.11. All employees with at least 20 years of service (which includes a member's intervening lay-off periods and can include military service per section 53.19 if purchased) but not yet 25 years of service may take an early retirement. This retirement will be reduced by 2.5% or the fraction thereof for each year short their full retirement. For example, an employee on his 20th year anniversary would select his 36 consecutive month period of total earnings, divided by 3, multiplied by 50%, divided by 12, determined his monthly pension benefit.
- B. Before the effective date of the member's retirement or conversion from a disability retirement to a full retirement as provided in this section, but not thereafter, a member may elect to receive his or her benefit in a pension payable throughout the member's life, called an full or early retirement pension, as the case may be, or the member may elect to receive the actuarial equivalent computed as of the effective date of retirement, of the member's full or early retirement pension in a reduced retirement pension payable throughout the member's life, and nominate a survivor beneficiary, in accordance with option I or II as provided in this subsection. Except as otherwise provided in this article, if a member fails to elect an option before the effective date of retirement, then the pension shall be paid as the applicable full or early retirement pension. The retirement options may be selected at any time by the employee.

1. Option I. Upon the death of a retired member, his or her reduced retirement pension shall be continued throughout the life of and paid to the person, having an insurable interest in the retired member's life, the member nominated by written designation duly executed and filed with the Board of Trustees before the effective date of the member's retirement.
2. Option II. Upon the death of a retired member, one-half of his or her reduced retirement pension shall be continued throughout the life of and paid to the person, having an insurable interest in the retired members life, the member nominated by written designation duly executed and filed with the Board of Trustees before the effective date of the member's retirement.

53.15: All employees who are covered under these terms and conditions of this Agreement, and who either retire at full pension benefits or an early retirement benefit shall receive both health and life insurance as described in this Agreement and provided by the City from City funds.

53.16: Applications for either a full retirement of any early retirement, shall be made to the Board of Trustees with an information copy filed with the City Clerk for transmittal to the City Council.

53.17: All employees hired after January 1, 1980, and including those hired after the signing date of this Agreement, shall come under the MMERS Plan B-3, F50 (25 years), F55 (15 years), FAC-3, Contribution Program 0%, and earn benefits accordingly under that plan, as modified herein. The retirement earned percentage will be adjusted to 2.35% with 25 years regardless of age adjusting said plan.

53.18: Employees may elect to transfer to MERS Pension Plan B-3, FAC-3, F50 (25 years), F55 (15 years), Contribution Program 0%, and earn benefits accordingly under that plan, as modified herein, and have all past employee contributions to the Ecorse Police & Fire pension plan refunded to employees by the Ecorse Police & Fire Pension System. The retirement earned percentage will be adjusted to 2.35% with 25 years regardless of age.

53.19: Employees may purchase upon approval of the City Council a maximum of four (4) years military service in the same manner as allowed in the City's MERS plan (MCLA 38.1509; MSA 5.4001(9) ). For

the purposes of this section, "compensation" as used in MCLA 38.1509; MSA 5.4001(9) shall mean "total earnings" as used in this Article. All payments for purchases of military service hereunder shall be promptly transmitted to the Board of Trustees for deposit in the Pension Fund. The Board of Trustees shall adjust its records to reflect a member's purchase of military service upon receipt of authorization for such purchase by the City Council and said payment therefor.

53.20: The City and the Association recognize that members of the Association and Retirement System may be promoted into positions not included in the membership of the Association. Therefore, the City and the Association agree that the provisions of this Article, including any future changes and benefit increases, shall apply to all members of the Retirement System; provided, however, that nothing contained in this Article or any future changes herein shall cause a reduction in retirement benefits to any member of the Retirement System who is not also a member of the Association. The additional annual actuarial liability created by any retirement benefit increase granted to any member of the Retirement System who is not also a member of the Association shall be funded by the City in that year in addition to the funding required by sections 53.7 and 53.13 hereof.

53.21: Benefit Limitations:

A. Notwithstanding any other provisions of the retirement system, a member's projected annual pension benefit under the retirement system and all other defined benefit plans maintained by the City, as of the end of any calendar year, may not exceed an amount which is actuarially equivalent to an annual pension payable for life only (not taking into account that portion of any joint and survivor pension which constitutes a qualified joint and survivor annuity under section 417(B) of the Internal Revenue Code and not taking into account any ancillary benefit which is not directly related to retirement income as provided in section 415 (b) (2) (B) of the Internal Revenue Code) equal to the lesser of:

1. \$90,000.00 (or such greater amount as may be determined by the Commissioner of Internal Revenue); or
2. 100% of the member's average annual compensation from the City as reflected on his W-2 during that period of three consecutive



calendar years in which he actively participated in the retirement system and had the greatest aggregate compensation from his/her employer.

If a member in this system also is or becomes a participant in any defined contribution plan maintained by the City, the aggregate benefits payable to, or on account of, him/her under both plans will be determined in a manner consistent with section 415 of the Internal Revenue Code of 1986 and section 235 of the tax equity and responsibility act of 1982. Accordingly, there will be determined with respect to the member a defined contribution plan fraction and a defined benefit fraction in accordance with said sections 415 and 235.

If a member is, or was, covered under a defined benefit plan and a defined contribution plan maintained by the employer, the sum of the participant's defined benefit plan fraction and defined contribution fraction may not exceed 1.0 in any limitation year.

- B. If the retirement income benefit begins before age 62 years, the determination as to whether the \$90,000.00 limitation has been satisfied shall be made in accordance with regulations prescribed by the Secretary of the Treasury,, by reducing the limitation so that such limitation (as so valued) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a \$90,000.00 annual benefit beginning at age 62 years.
- C. Such limitation shall not be reduced below (a) \$75,000.00 if the benefit begins at or after age 55 years, or (b) if the benefit begins before age 55 years, the equivalent of the \$75,000.00 limitation for age 55 years.
- D. If the retirement income benefit under the plan begins after age 65 years, the determination as to whether the \$90,000.00 limitation has been satisfied shall be made in accordance with regulations prescribed by the Secretary of the Treasury, by increasing the limitation of paragraph 54.20(1) above so that such limitation (as so

increased) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a \$90,000.00 annual benefit beginning at age 65 years.

- E. For purposes of adjusting any limitation in this section, the interest rate assumption shall be 5%.
- F. No adjustments for cost of living shall be taken into account before the year for which such adjustments first take effect.
- G. This section is further subject to all of the applicable provisions of section 415 of the Internal Revenue Code.
- H. The employer, with the consent of the Association, elected prior to June 30, 1991, the close of the first plan year beginning after December 31, 1989, to come under the "grandfather" provision of Internal Revenue section 415 (b)(10)(C). Therefore, benefits for employees hired on or after January 1, 1990 shall not exceed the section 415 benefit limits otherwise applicable to fire fighters and police officers notwithstanding any other plan provision to the contrary and in the event new benefit improvements become part of the plan after October 14, 1987, the benefits of all members retiring subsequent to the effective date of such benefit improvements shall not exceed the section 415 benefit limits otherwise applicable to fire fighters and police officers notwithstanding any other plan provision to the contrary.

53.22: Top Heavy Provision: In the case of a top-heavy plan that does not meet the requirements of section 416 (h) (2) of the Internal Revenue Code, the denominators of the defined benefit and defined contribution fractions (as described in section 415(e)(1)) are computed by substituting a factor of 1.0 for 1.25.

53.23: Actuarial Assumptions: The actuary calculated the contribution requirements and benefit values of the Fund by applying actuarial assumptions to the benefit provisions and information furnished. From time to time it becomes necessary and appropriate for the Board of Trustees to modify one or more of the assumptions to reflect experience trends (but not random year to year fluctuations). The following are the currently utilized actuarial assumptions:

- A. The rate of investment return is 8.0% per year, compounded annually. This assumption is used to make money payable at one point in time equal in value to a different amount of money payable at another point in time. This rate is not the assumed real return which is the rate of return in excess of the inflation rate.
- B. The mortality table currently utilized is the 1971 Group Annuity Mortality Table projected to 1991 and set back 0 years for men and 5 years for women. This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each benefit payment being made after retirement.

53.24: Termination or Partial Termination: In the event of termination or partial termination of this plan, a member's interest under the plan as of such date is nonforfeitable to the extent funded in conformity with section 411(d)(3) of the Internal Revenue Code and Treasury Regulations section 1.411(d)-2.

53.25: Merger, Consolidation or Transfer: In conformity with section 414(1) of the Internal Revenue Code, in case of any transfer of assets or liabilities of this plan to any other plan, or any merger or consolidation with any other plan, each participant in the plan would (if the plan then terminated) receive a benefit immediately after the transfer that is equal to or greater than the benefit the participant would have been entitled to receive immediately before the transfer (if the plan had then terminated).

53.26: MMERS Modifications:

- A. Except as modified herein, the provisions of the Municipal Employees Retirement Act of 1984 with Benefit Programs B3, F50 (25 years), F55 (15 years), FAC-3, Contribution Program 0% and the military service credit purchase option pursuant to MCLA 38.1509; MSA 5.4001(9) shall apply to all employees who are covered by this Agreement and the MMERS pension plan pursuant to sections 53.17 and/or 53.18 hereof.
- B. "Compensation" shall include base wages paid (which encompasses payments for holidays, personal days, vacation days, sick days, flex days and compensatory time used), overtime, callback time, longevity, shift differential, gun allowance,

- clothing and cleaning allowance, stand-by pay, off-duty court time and deferred compensation amounts applicable to and earned during the consecutive 3 year period of employment selected by the employee for pension purposes. In addition, "compensation" shall also include up to 25 days of vacation bank payoff at retirement, up to 40 days of sick bank payoff at retirement and the value of the compensatory time payoff at retirement. "Compensation" shall include no other items. "Compensation" shall not include any lump sum payments which are not applicable to the consecutive 3 year period of employment selected by the employee and shall not include excess sick bank reduction payments pursuant to section 42.1 hereof.
- C. Membership service to which a member is entitled to have credited to the member's individual service account shall include a member's intervening lay-off periods and can include military service per MCLA 38.1509; MSA 5.4001(9) if purchased by the member. For the purposes of MCLA 38.1503(1); MSA 5.4001(3)(1) the City shall be deemed to have defined by resolution of its governing body that a day of work in includes a day of an intervening lay-off period.
- D. There shall be no mandatory retirement age.
- E. Benefit Program F50 (25 years) shall be applied without regard to age such that a member shall be eligible for a full retirement allowance upon attaining 25 years of credited service regardless of the member's age.
- F. The amount of a retirement allowance shall be determined in accordance with Benefit Program B-3 except that the multiplier shall be 2.35% such that the amount of a retirement allowance under Benefit Program B-3 shall be 2.35% of the member's final average compensation multiplied by the member's credited service, subject to the maximum stated in MCLA 38.1516a(2); MSA 5.4001(16a)(2).
- G. Benefit Program FAC-3 shall be applied such that the consecutive 3 year period of a member's credited service for which the member's aggregate amount of compensation paid will be used to determine final average compensation may be any

consecutive 3 year period as selected by the member.

- H. The existing MERS pension plan will remain unchanged. However, a one time pension "window" will be offered, as outlined below. This shall be a temporary window and shall not be construed as precedent, nor offered to anyone who does not elect to, for any reason whatsoever, and actually retire according to the terms, and within the stated time frames of this window.

To be eligible the employee must meet the following criteria.

1. Must be an active employee as of the date of the window which shall begin fifty-six (56) days after the date this award begins, and be an active member of the POAM bargaining unit as of April 1, 2000;
2. Must submit an irrevocable written election to retire within forty-two (42) days after the first day of the retirement window; any election submitted after the 42nd day shall not be honored;
3. Must be an active member of the MERS Plan.

Regardless of those who meet the above referenced criteria and apply, only the eight (8) most senior employees who apply will be covered by the terms of the pension "window", outlined below:

1. Such employees have a right to buy up to a maximum of five years toward retirement (including military time) at a cost of 5% of current MERS compensation per year. (Computed in the manner provided for purchasing military time in the State MERS Plan).

Such employees shall also have the option to buy up to two additional years. However, the employees shall pay 100% of the cost for these two years, as determined by MERS.

2. The factor that is applied to final average earnings for the plan will be adjusted from 2.35% upward to 2.5%.

3. Accumulated sick days, up to a maximum of 40 days, (at 8 hours per day) will be added into final average earnings for purposes of pension computation. Final average earnings will be defined as in police contract language (i.e. excluded 10% sick payments).
4. The pension amount will be adjusted upward by 2% on January 1st of each year (these increases will not be compounded). For example, if an employee is receiving \$10,000 per year at retirement, he will be receiving \$10,200 after one year, \$10,400 after 2 years, \$10,600 after 3 years and so on.
5. The City shall have the right to delay the effective date of any of these retirements, as long as it does not delay the retirement date more than 180 days after the effective date of the award.
6. The City shall waive the spouse reduction clause in the retirement plan.

- 53.27:
- A. The City may by resolution petition the MERS Board to transfer the existing Police & Fire Plan to MERS. Upon receipt of the petition, the MERS Board shall review and act upon the petition. If the MERS Board approves the petition, upon written notification, the City shall transfer to MERS all of the assets and benefit obligations of the existing plan which are being transferred. The existing plan shall be terminated as to the transferred members, retirees and beneficiaries; and jurisdiction of the existing plan and Charter Board relative to any transferred member, retiree of beneficiary shall terminate simultaneous to such transfer. When all such members, retirees and beneficiaries are transferred, the existing plan shall be terminated and the Board of the Charter Plan dissolved.
  - B. To provide for appropriate tracking and ability to monitor this provision, two separate divisions within the City of Ecorse MERS trust accounts shall be established:

Division #\_\_\_ Old Police Active Members

Division #\_\_\_ Old Police and Fire Retirees/  
Beneficiaries (including a \$1500  
death benefit payable from the  
system to beneficiaries of  
"Old P & F Retirees"

These divisions shall be maintained until there are no further members covered within a divisions provision and shall not be eligible to be merged with any other Ecorse MERS division. The amount of a pension or retirement allowance payable to a retirant or beneficiary shall not be diminished or impaired by reason of the transfer.

53.27: After the date of this award, the City shall have the right to terminate the City of Ecorse Police and Fire Charter Pension Plan with respect to active employees of the police department, and beneficiaries of the plan, and the plan administration shall then be transferred to the Municipal employees Retirement System. Two new divisions shall be created in the MERS plan for active police department employees of the "old" police and fire pension fund, and for retirees of the "old" police and fire pension fund. Administration shall be under the same terms and conditions, except such modifications as may be required for proper administration. Benefits for transferred active employees and transferred retired employees, and beneficiaries, shall remain exactly as they were under the City of Ecorse Police and Fire Charter Retirement System.

ARTICLE LIV  
LONGEVITY

54.1: All City employees who have completed twenty (20) or more years of service shall be entitled to payment in the amount of \$500.00, i.e.:

1. \$400.00 computed at 20.00 per year, plus
2. \$100.00 base longevity pay for each City employee and annually thereafter on November 1, as long as they remain in the service of the Employer.
- A. All employees with less than twenty (20) years of service shall be entitled to payment in the amount of \$20.00 per year for each year of completed services plus a \$100.00 base longevity pay, payable annually on November 1 as long as they remain in the service of the Employer.

- B. Under no circumstances shall any advance payment be made, nor shall an employee be entitled to more than one payment in any twelve (12) month period.
- C. Seven (7) or more months service in the starting year of employment at full time based on a forty (40) hour work week shall, qualify that period as a full year of service.
- D. On or after November 1, an employee must be on the payroll on that longevity date to be entitled to longevity payment, except in the case of the death of the employee or those employees placed on the retirement list, in which cases they (or their beneficiaries) shall be entitled to payment if their completed work period is equal to seven (7) months or more.
- E. Any employee on leave of absence without pay on November 1, shall be entitled to Longevity pay in the amount of \$20.00 per year for each year of completed service, plus the \$100.00 base longevity pay during the fiscal year in which such leave of absence occurs if he or she subsequently returns to the employ of the City, in which case the employee's accumulated service record shall show a deduction of the months that the employee is on a leave of absence.
- F. For the purpose of computing longevity payments, all employees shall be given credit for all previous services even though such service was not continuous, provided that the length of service shall be reduced by the number of months during which the employee was not employed by the City.
- G. Any offenses such as misfeasance, insubordination, or dereliction of duty by any employee, which offense has resulted in dismissal previous to or during the inception of this plan, shall automatically dis-qualify the employee from any longevity benefits payable after such dismissal.
- H. The City Council shall lay and collect annually by taxation the sum of not to exceed one-half (½) all of the assessed valuation of the real and personal property of the City for the purpose of carrying into effect the provisions of this Chapter which shall be in addition to the limitations of taxation



imposed by Section 2 of the Chapter 12 of the Charter of the City of Ecorse for its general fund and other funds, provided for and constituted under the provisions of Section 2 and subdivisions two (2) and three (3) of Section 22 of Chapter XII of said charter.

ARTICLE LV  
MAINTENANCE OF CONDITIONS

55.10: The City agrees that it will make no unilateral charges in the wages, hours, and conditions of employment, unless permitted by this Collective Bargaining Agreement.

ARTICLE LVI  
RESIDENCY

56.1: The City shall not require residency in the City of Ecorse as a condition of employment for any employee however, that such employee shall establish a residence within 20 miles of any border of the City of Ecorse.

ARTICLE LVII  
DURATION

57.1: This contract shall be in effect for the following eight year period: July 1, 1994 through June 30, 2002 and replaces the contract which covered the period of July 1, 1991 through June 30, 1994.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of September, 2000.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ECORSE

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
TREASURER

APPENDIX A  
WAGE SCHEDULE

EFFECTIVE JULY 1, 1994 THROUGH JUNE 30, 2002

ECORSE POLICE DEPARTMENT

RANK	JULY <u>1994</u>	JULY <u>1995</u>	JULY <u>1996</u>	JULY <u>1997</u>	JULY <u>1998</u>	JULY <u>1999</u>	JULY <u>2000</u>	JULY <u>2001</u>
LT	43,881	45,197	46,553	47,950	49,388	50,870	52,905	55,021
SGT	41,901	43,158	44,453	45,786	47,160	48,575	50,518	52,539
CORPORAL	39,399	40,581	41,799	43,053	44,344	45,674	47,501	49,401
PO								
6 YEARS	36,851	37,957	39,096	40,269	41,477	42,721	44,430	46,207
PO								
5 YEARS	34,972	36,021	37,102	38,215	39,362	40,542	42,164	43,850
PO								
4 YEARS	33,094	34,087	35,109	36,163	37,247	38,365	39,900	41,496
PO								
3 YEARS	30,730	31,652	32,601	33,579	34,587	35,624	37,049	38,531
PO								
2 YEARS	28,366	29,217	30,094	30,996	31,926	32,884	34,199	35,567
PO								
1 YEAR	26,002	26,782	27,586	28,413	29,266	30,144	31,350	32,604

A one time one thousand (\$1,000) dollar bonus will be paid within sixty (60) days of the close of the pension window for those members of the bargaining unit who do not retire under the pension window and are in the bargaining unit at the time of its award.

The department may assign employees of any rank to fill vacancies or perform work in the "detective" positions in the Investigative Unit.

The following wage scale will apply only to employees hired after the date of award.

	Employees hired after date of <u>award</u>	<u>7/1/01</u>
Lieutenant	\$40,206	\$42,334
Sergeant	38,028	39,549
Corporal	35,350	36,764
6 year	33,207	34,535
5 year	32,136	33,421
4 year	31,065	32,307
3 year	29,994	31,193
2 year	28,922	30,079
1 year	27,851	28,965
Completion of academy	26,780	27,851
Trainee	23,031	23,952

Retroactivity of general wages increases and any other economic improvement explicitly made retroactive by agreement of the parties will only apply to individuals still in the bargaining unit on the date of the award and may be paid by the City to bargaining unit employees on the City's payroll on the date of the arbitration award, in four (4) equal payments. Within ninety (90) days, the City shall determine and inform each employee of the total amount of retroactivity due to such employee hereunder. The first payment shall become due in ninety (90) calendar days following the award; the second payment shall become due in one hundred eighty (180) calendar days following award; the third payment shall become due in two hundred seventy (270) calendar days following the award; and the fourth payment shall become due in three hundred sixty (360) calendar days following issuance of the Act 312 award; and each payment shall respectively be paid on the next payroll check issued in the normal course of business after such due date, subject to normal payroll taxes and deductions. For purposes of calculating final average compensation, all retroactive pay shall be allocated or credited to the year in which the payroll accrued, not allocated as a lump sum amount to the year in which the compensation is paid.

LETTER OF UNDERSTANDING

Re: Transfer of Active Employees from City  
of Ecorse Public Safety Pension Plan (Charter  
Plan) to City of Ecorse MERS Plan (MERS)

Active bargaining unit members who are members of the Charter plan as of April 1, 2000, and who are also members of the bargaining unit as of that same date shall be offered a one time option to transfer from the Charter Plan to the MERS plan. This offer shall be effective only from the date of this Award for forty-two days, after which the member shall have no further option nor right to transfer. This shall not be construed to create a precedent of transfer right or option for anyone not specifically covered herein.

Transfer of service credit shall be to the full extent of all accrued City service, as calculated under MERS' rules.

Funds from the Charter plan shall be transferred to the MERS plan in an amount equal to 100% of the present value of the members' accrued service credit transferring, after deducting the employee contribution principal amount. The Charter plan shall transfer such entire fund amount as of the time of the member's transfer or may transfer the funded present value of the member's accrued service credit (at the time of the member's transfer) and transfer the balance of funds in the future as additional funds are accumulated by the Charter Plan.

Contribution (principal return only) of the transferring employee shall be paid to the transferee simultaneous with transfer. Said return of contribution may, upon written election of the transferring employee, be applied to the actuarial cost purchase of service within MERS and paid by the Charter Plan directly to MERS on behalf of said employee so electing.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ECORSE

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PRESIDENT

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CLERK

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VICE PRESIDENT

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TREASURER