

6/30/97
D. K. ALLEN

AGREEMENT

Between

POLICE OFFICERS ASSOCIATION OF MICHIGAN

and

CITY OF EASTPOINTE

Effective July 1, 1994 through June 30, 1997

Eastpointe, City

INDEX

	<u>Article</u>	<u>Page</u>
APPEARANCE AND UNIFORM	XXVI	27
ARMED FORCES RESERVES	XII	10
CAUSES OF SUSPENSION, REMOVAL, DISCHARGE OR REDUCTION	XXII	19
CLOTHING ALLOWANCE	XIV	13
DEFINITIONS	II	1
EFFECTIVE DATE	XXIX	29
EQUIPMENT POLICIES	XXI	19
GENERAL PROVISIONS	XXIII	21
GRIEVANCE PROCEDURE	XIII	10
HOLIDAY PAY	VIII	5
INSURANCE	X	7
LEAVE DAYS	V	2
LONGEVITY PAY	VI	3
MANAGEMENT RIGHTS	XXVIII	29
MANPOWER POLICIES	XVIII	16
MISCELLANEOUS EMPLOYEE BENEFITS	XVII	14
NO STRIKE CLAUSE	XXVII	28
OVERTIME	VII	4
POLICY FOR OVERTIME CALL IN	XIX	16
PRIVILEGES OF OFFICERS	IV	1
PROBATION	XXV	27
PURPOSE AND INTENT	I	1
RECOGNITION	III	1
RESIDENCY	XXIV	26
SALARY	XV	13
SPLIT SHIFT POLICIES	XX	18
VACATIONS	IX	5
VEHICLE USE	XVI	14
WORKER'S COMPENSATION	XI	9

D.T. 4/21/94

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3: This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

ARTICLE II
DEFINITIONS

2.1: When the term City is used, it shall mean the City of Eastpointe, County of Macomb, State of Michigan and its duly elected or appointive representatives. Employees shall mean all members of the East Detroit Police Officers Association Bargaining Unit. E.D.P.O.A. shall mean the East Detroit Police Officers Association.

ARTICLE III
RECOGNITION

3.1: The City recognizes the Police Officers Association of Michigan as the sole representative of its unit members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment. It shall be the joint concern of the City and the EDPOA, that no discrimination will be exercised against any Employee because of any individual bias, race, creed, or organization activity or membership in any specific group. (The provisions of this Agreement shall apply to all Patrol Officers in the Police Department).

ARTICLE IV
PRIVILEGES OF OFFICERS

4.1: The President of the EDPOA or his/her representative shall be afforded reasonable time during regular working hours

Effective July 1, 1994 through June 30, 1997

without loss of pay to discharge his/her responsibilities including negotiations with the City, processing of grievances, arbitration meetings, union meetings of EDPOA and POAM and administration of this Agreement. It is understood, however, that the time and place of meetings and the number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing to, and approved by the Chief of the Department or his/her designate allowing not less than 48 hours for scheduling.

ARTICLE V
LEAVE DAYS

5.1: Sick leave with pay shall be granted to Employees who have been in the employ of the City for six (6) months or more, at the rate of one (1) work day for each full month of service. Sick leave shall not be considered as a privilege which an Employee may use at his/her discretion but shall be allowed only in case of necessity and actual sickness or disability of the Employee or because of illness to a family member of the Employee's household. Sick leave may also be used in the event of a dental emergency of the Employee.

5.2: An Employee shall be allowed four (4) continuous scheduled days of work for funeral leave, one day of which will be the day of the funeral (not chargeable to sick leave) for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Grandchildren, Stepmother and Stepfather. One day (chargeable to sick leave) shall be allowed to attend the funeral of a member of current spouse's family. There shall be no charge to a members' sick leave bank if called off duty due to a death in immediate family. This shall apply only to the first day.

5.3: Three (3) personal business days annually, not charged to sick leave, shall be allowed each Employee and three (3) additional personal business days annually chargeable to sick leave, shall be allowed each Employee. Personal business days shall have advance approval of supervision consistent with Article 17.2. One additional personal business day, not chargeable to sick leave, shall be granted to all employees who do not use any sick days for the twelve consecutive months of the previous calendar year. All personal business days are to be non-cumulative and shall be taken within the fiscal year in which they were earned.

5.4: Any Employee shall be allowed to donate sick days to a stricken officer whose sick bank has been totally exhausted subject to the employee donating such sick days having a minimum bank of

D.T. Smith

twelve sick days, and further providing that the employee receiving the donated sick days cannot return same until he/she has accumulated a new sick bank of at least twelve days.

5.5: To receive compensation while absent on sick leave or funeral leave, the employee shall notify his/her immediate supervisor prior to the time scheduled for beginning shift. When an employee's sick leave absence is for three (3) or more continuous work days, the employee must file a physician's certificate to verify the sickness or injury that prevented the employee from working. The Chief or his/her designee may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file physician's certificates under this policy will not be paid for the sick leave absences involved. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon the employee's return to work.

5.6: Unused sick leave may be accumulated to a total of not more than two hundred and forty (240) working days.

5.7: Upon retirement or death, employees hired prior to July 1, 1982, may elect to receive payment for accumulated sick leave credits according to either of the two options presented below:

- A. 100% times the employee's accumulated sick leave days on the date of the employee's retirement or death, up to a maximum of the number of sick leave days the employee has accumulated as of May 15, 1986.
- B. Years of service times 2.5% times the employee's accumulated sick leave days on the date of the employee's retirement or death, up to a maximum of 240 days.

Employees hired after July 1, 1982, are ineligible for benefits under this section.

ARTICLE VI
LONGEVITY PAY

6.1: Longevity pay shall be paid to all Employees according to the following schedule based on the years of service as an employee, subject to a Sixteen Hundred Dollar (\$1,600) maximum.

Effective July 1, 1994 through June 30, 1997

5 years to 10 years	-	2%
10 years to 15 years	-	4%
15 years to 20 years	-	6%
20 years to 25 years	-	8%
25 years or more	-	10%

6.2: The above longevity will be paid once each fiscal year on November 1st or the 1st regular work day following November 1st if said date falls on a weekend. Longevity will be paid on the base pay earned by the employee.

6.3: In case of death or retirement of an employee, the longevity payment shall be made on a pro-rata basis according to the following schedule:

December 1 to December 31	1/12 pro-ration
January 1 to January 31	2/12 pro-ration
February 1 to February 28 (29)	3/12 pro-ration
March 1 to March 31	4/12 pro-ration
April 1 to April 30	5/12 pro-ration
May 1 to May 31	6/12 pro-ration
June 1 to June 30	7/12 pro-ration
July 1 to July 31	8/12 pro-ration
August 1 to August 31	9/12 pro-ration
September 1 to September 30	10/12 pro-ration
October 1 to October 31	11/12 pro-ration
November 1 to November 30	12/12 pro-ration

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

ARTICLE VII
OVERTIME

7.1: All time worked over eight (8) hours in any one eight (8) hour scheduled day or over forty (40) hours in any work week, shall be recorded as overtime. Each Employee has the option, on his/her overtime banked to take them off at time and one half or to take them in pay at time and one half. All unused overtime shall be paid to the employee at the end of each fiscal year.

7.2: Call outs on any designated Holiday shall be paid at double time and the Employees regular shift and crew schedule which provides for a Holiday off should not be altered or changed to force a Holiday shift assignment.

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Effective July 1, 1994 through June 30, 1997

7.3: There shall be a four (4) hour minimum for all call outs. All Employees remain entitled to double time under the terms of Article 7.2. Overtime call out is defined as: "the call in of an employee for any police related business after he/she has reported off duty and before his/her next scheduled tour of duty."

7.4: Volunteer assignments for work out of classification such as street marking, maintenance work, etc., shall be excluded from the foregoing overtime policies.

ARTICLE VIII
HOLIDAY PAY

8.1: Each member shall receive 112 hours credit in his/her compensatory bank on July 1st of each year which is equivalent to fourteen (14) holidays. Compensatory time will be paid either in cash or straight time off. If payment is made in cash, it is to be made at straight time rate based on the salary schedule in effect on the date of payment. All compensatory time in excess of 40 hours for each employee will be paid off at the end of the fiscal year at the then current rate.

8.2: The designated fourteen (14) holidays shall be as follows: Employee's Birthday, New Years Day, Presidents Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, December 24th, Christmas Day, December 31st, and the Employee's Anniversary date of hire.

8.3: Call outs on any designated holiday shall be paid at double time.

8.4: The employee's regular shift and crew schedule which provides for a holiday off should not be altered or changed to force a holiday shift assignment.

8.5: Employees who work on a holiday in the course of their regular schedule will be compensated at time and one-half for all hours worked in addition to the provisions of section 8.1 of this article.

ARTICLE IX
VACATIONS

9.1: Employees with at least six (6) months but less than one (1) year service, shall receive a vacation equivalent to one (1) day for every complete month worked with pay with a maximum of ten (10) working days. Two (2) weeks vacation (10 working days) shall be granted after one (1) year's service, three (3) weeks vacation

D.T. Smith

(15 working days) shall be granted after two (2) years' service, four (4) weeks vacation (20 working days) shall be granted after four (4) years' service, five (5) weeks vacation shall be granted after ten (10) years' service and six (6) weeks after fifteen (15) years' service. Vacation selections will be picked first by rank then by seniority.

Employees hired after December 9, 1991 shall earn and be credited vacation according to the following schedule:

	<u>Days Per Pay Period</u>
1 year or less	.385 (10 days/year)
After 1 year	.385 (10 days/year)
After 3 years	.577 (15 days/year)
After 4 years	.769 (20 days/year)
After 10 years	.962 (25 days/year)
After 20 years	1.154 (30 days/year)

9.2: Any member shall have the option of converting a maximum of two (2) weeks vacation each fiscal year into vacation pay.

9.3: Members shall be given the option of converting one (1) week of vacation time into forty (40) hours of compensatory time. This conversion shall be for straight time off only.

9.4: Six (6) POA members shall be permitted on vacation at the same time for any one (1) week period from the following divisions:

- A. Community Service Unit
- B. Day Shift
- C. Afternoon Shift
- D. Midnight Shift
- E. Detective, Intelligence and Youth Division
- F. Split Shift

No changes shall be made in the policy of division consolidation to alleviate vacation scheduling. Additional members may be granted vacations if supervision has adequate manpower available on a shift.

9.5: If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continued throughout the year, he/she will be awarded payment in lieu of vacation.

9.6: Vacation leave shall be charged against employees in not less than one-day units.

9.7: All unused vacation may be accumulated in accordance with departmental policy, which is that an employee may carry over five

Effective July 1, 1994 through June 30, 1997

(5) vacation days into the following calendar year; however, upon termination of service a maximum of twenty-four (24) vacation days will be compensated for.

9.8: Employees failing to use or schedule unused vacation time, or to request carryover as provided above, by November 1 of each year will have their vacation time assigned by their immediate supervisor.

ARTICLE X
INSURANCE

10.1: Life Insurance. The City shall pay full premium for a \$30,000 death benefit for all regular employees plus double indemnity for non-service connected accidental death. Upon retirement the retiree shall have a \$5,000 death benefit to be provided at City expense.

10.2: Hospitalization. The City shall pay full premium for Blue Cross-Blue Shield Dimension III medical insurance, Blue Cross-Blue Shield Health Care Network medical insurance, or Health Alliance Plan medical insurance, at the option of the employee. Said coverage shall have a \$5.00 co-pay for prescription drugs.

The City shall pay the sum of twenty-five (\$25.00) dollars per month, paid annually, to any employee who rejects said medical insurance in lieu of medical insurance provided to a spouse. In the event that medical insurance provided to a spouse becomes unavailable after the election of this option, the City guarantees to provide the employee with his/her option of Dimension III, Health Care Network or Health Alliance Plan at the beginning of the next calendar month after the employee notifies the City, in writing, that the medical insurance provided to a spouse is no longer available.

10.3: Sick and Accident Benefits. The City shall pay Sick and Accident Benefits (off the job accident) of two hundred and ten (\$210.00) dollars per week for twenty-six (26) weeks, after expiration of accumulated sick leave days in accordance with Council resolution of record.* Use of vacation time prior to filing for sick and accident benefits shall be optional with the Employee.

* Resolution dated October 5, 1953.

10.4: Optical. The City shall pay full premium for optical insurance for all employees including family.

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10.5: Medical Insurance - Retirees. In accordance with the specific provisions of this section, the City shall pay the premium for the Retiree's health insurance coverage with the choice of specific benefit plans as made available in Section 23.11, Paragraph (C) of this agreement.

The City's payment of premium shall be as follows:

- A. The City shall pay the full premium for all duty disability retirees regardless of years of service with the City of Eastpointe.
- B. The City shall pay the full premium for retirees with at least twenty (20) years of service with the City of Eastpointe and non-duty disability retirees with at least twenty (20) years of service with the City of Eastpointe; provided, however, years of service as a Michigan certified police officer with other law enforcement agencies shall count toward the required twenty (20) years of service for purposes of meeting the requirements of this paragraph.
- C. For non-duty disability retirees with less than twenty (20) years of service with the City of Eastpointe, the City shall co-pay the premium in an amount equal to two and one-half (2-1/2%) percent per year of the retiree's service with the City. Years of service as a Michigan certified police officer with other law enforcement agencies shall not count toward years of service for purposes of meeting the requirements of this paragraph.
- D. Medical insurance as above described shall first be provided when either the retiree and/or his/her surviving dependents begin receiving retirement benefits from the City of Eastpointe. This medical insurance shall be provided for the retiree and his/her surviving dependents for as long as said dependents continue to receive retirement benefits from the City of Eastpointe.
- E. If the surviving spouse marries, all medical insurance benefits shall cease to be provided.
- F. The City's payment toward medical insurance shall terminate when the retiree is eligible, resulting from other employment of the retiree, for medical insurance with benefit coverage equal to or better than the retiree's insurance benefit plan with the

City. The retiree shall be eligible to reinstate his/her city insurance coverage, if the retiree no longer is eligible for the other medical insurance with coverage equal to or better than the retiree's insurance benefit plan with the City.

10.6: Dental Insurance. The City shall provide the Delta Dental Plan which pays 100% of treatment costs for Class I benefits (Diagnostic, Preventive and Emergency Palliative) and 50% of treatment costs for the balance of Class I benefits; pays 50% of treatment costs for Class II benefits; both class benefits with \$800 per person per year maximum. Also to be provided is Class III (Orthodontic) benefits which pays for 50% of treatment costs with a \$500 lifetime maximum per person.

ARTICLE XI
WORKER'S COMPENSATION

11.1: Each Employee shall be covered by the applicable Worker's Compensation laws and the Employer further agrees that an Employee being eligible for Worker's Compensation income, will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and 80% of gross pay based on forty (40) hours, without loss to sick days. Payments under this section shall never result in an individual receiving less than the normal base net pay.

11.2: The foregoing supplementary income to Worker's Compensation shall be paid for a period not to exceed 120 work days (24 weeks). An extension of an additional 120 work days (24 weeks) may be granted by the City Council. Further, another extension of an additional maximum of 120 work days (24 weeks) may be granted by the City Council.

11.3: The City may require that Employees authorize their doctors to provide directly to the City specific and detailed medical information concerning their injury/illness for which payment is requested under this article. As requested by the City, periodic specific and detailed updates may be provided by the attending doctor concerning such injury/illness.

11.4: The City retains the right to require that the Employee, who is receiving payments under this Article, submit to an examination from a doctor or specialist appointed by the City, provided however that the cost is to be borne by the City, such examination shall relate to the injury/illness for which payment is requested under this Article. If the City's physician disagrees

with the opinion of the employee's physician, both doctors will agree on a third doctor whose opinion will decide the dispute.

11.5: To be eligible for payments under this Article, the Employee with an attending physician's certificate returning him/her to light duty must accept and perform the limited duty assignment as directed by the department head and must report for limited duty on the work schedule established by the department head. Light duty shall be explained further in a separate agreement between the City and the POA.

11.6: An employee on injury leave will not be compensated at the overtime rate to attend doctor's appointments, therapy or treatment resulting from the injury.

ARTICLE XII
ARMED FORCES RESERVES

12.1: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE XIII
GRIEVANCE PROCEDURE

13.1: A grievance is defined as a difference or dispute between the City and the Union as to the application or interpretation of this Agreement, including the reasonableness of all Departmental rules and regulations.

13.2: The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. This entire section is provided with the intent that an honest effort be made by Employer and employees to settle each grievance at the lowest possible step.

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

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13.4: Grievances shall be processed according to the following steps:

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

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

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

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

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Step 5. Civil Service or Arbitration.

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

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

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

13.6: Any grievance not appealed by the Union within seven (7) working days from one step of the grievance procedure to the next will be considered settled on the previous decision of management.

13.7: Any grievance not answered by management within the prescribed time limit may be advanced by the Union to the next step of the grievance procedure.

13.8: When more than one employee has been aggrieved as a result of some action taken by management, the president or his/her designee may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employee(s) or the entire association.

13.9: Any grievance brought about due to an action taken by the Chief shall be submitted directly to the Chief. Any grievance brought about due to an action taken by the City Manager shall be submitted directly to the City Manager.

13.10: All settlements or agreements between the East Detroit Police Officers Association and the City of Eastpointe shall be in

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writing and signed by both the City and at least two members of the executive board of the EDPOA and one signature of a POAM representative.

ARTICLE XIV
CLOTHING ALLOWANCE

14.1: An annual cash clothing allowance of five hundred and twenty-five (\$525.00) dollars shall be paid each member of the Association for the contract year.

14.2: An annual cash cleaning allowance of two hundred and seventy-five (\$275.00) dollars shall be paid each member for the contract year.

14.3: Combined clothing and cleaning allowances shall be paid semi-annually (1/2 each six months).

ARTICLE XV
SALARY

15.1: The following salary schedule shall become effective for each patrol officer on the dates as designated. (annual salaries)

Salary Schedule

	<u>7/1/94</u>	<u>7/1/95</u>	<u>7/1/96</u>
Start	\$28,026	\$28,867	\$29,733
12 Months	31,531	32,477	33,451
24 Months	34,335	35,365	36,426
36 Months	37,135	38,249	39,397
48 Months	40,318	41,528	42,774

The City may, in its sole discretion, give prior experience credit to new hires for prior experience as a certified police officer for up to four (4) years of such prior experience. The new employees will be placed on the salary schedule in accordance with such credited prior experience. The employees length of service for all other purposes under this Agreement shall be from his or her date of hire.

[Note: Wages retroactive for all employees who were in the bargaining unit as of or since 7/1/94 for all hours compensated.]

15.2: Shift differential shall be paid at the rate of 35¢ per hour for hours worked on the afternoon shift and 50¢ per hour for

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hours worked on the midnight shift. Shift differential shall be paid only for time actually worked.

ARTICLE XVI
VEHICLE USE

16.1: Any Employee requested to use his/her private vehicle for city and/or police related business, shall be paid at a rate of seventeen cents (17¢) per mile for such use, within the State of Michigan.

16.2: Members of the E.D.P.O.A. attending a funeral of a slain officer of another city shall be granted the use of one marked police car for such funeral provided the funeral is within a 200-mile radius. Any such request further than 200 miles shall be at the discretion of the police chief.

ARTICLE XVII
MISCELLANEOUS EMPLOYEE BENEFITS

17.1: Employees shall have the right to trade days off with or work for another employee of the same classification without the commanding officer's approval for either employee for normally scheduled work. Any special or abnormal assignments are excluded from this right. The Employee who is scheduled to work must inform the commanding officer as soon as possible of any trade of work days or days off. The employee who has agreed to work the traded days will be responsible for his/her attendance on that work day. The Employee who works shall receive any appropriate shift differential.

17.2: All time off, except the one (1) employee per work unit permitted to be on scheduled vacation in accordance with Section 9.4 of this Agreement, the unforeseeable use of sick leave and funeral leave, or a serious personal emergency, is to be at times that are mutually agreeable between the employee and the Chief of Police or his/her designee. Requests for time off will be granted when minimum manning will still be available for that shift. The City, at its discretion, may require that overtime hours be compensated only in monetary form.

17.3: Employees shall have an unsplit four (4) day weekend every third week, said weekend to include Saturday and Sunday.

17.4: Whenever an off-duty employee takes any kind of significant action within the City limits involving misdemeanors and felonies which affects an arrest or constitutes a documented effort to prevent a crime, said employee shall be paid in

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Effective July 1, 1994 through June 30, 1997

accordance with the overtime policy in Article VII, section 7.1. Outside the City's jurisdiction is limited to felony crimes only.

17.5: Members of the EDPOA elected to attend a function of the Association such as conventions, conferences and other such meetings pertaining to the business of this Association, shall be allowed time off without loss of time or pay to attend such functions, limited to a total of six (6) days annual noncumulative. Time allowed under Article IV of this Agreement shall not be included in this section.

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

17.7: Tuition for police related courses and approved courses, including books, shall be reimbursed by the City provided proof of a passing grade is submitted by the Employee to the City of Eastpointe. It is understood that if the Employee resigns during the two (2) year period following completion of the course work, the Employee shall reimburse the City for the full amount of tuition for past two (2) years paid by the City in one lump sum to be deducted from the Employee's final pay check(s). The Employer must authorize said reimbursement prior to the employee registering for or enrolling in said courses.

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

The City shall not pay for an education beyond a B.A., B.S., or a four (4) year degree. The subject must be in a law enforcement or related field.

Required courses, such as English, psychology, etc., necessary to obtain degrees in a law enforcement field, are to be included for reimbursement. Reimbursement or supplements will not be paid for non-related fields such as majors in physics, accounting, teaching, etc.

An education supplement shall be paid according to the following schedule:

30 Credit Hours	\$125.00
60 Credit Hours	\$225.00
90 Credit Hours	\$325.00
4 Year Degree	\$425.00

Payment to be made subject to credits earned up to the effective date of contract year. Payment to be made on or about first pay of September of each contract year.

17.8: Each Employee shall have a one-half hour lunch break within the eight hour work period.

17.9: Lunch hours and/or coffee breaks shall not be used or canceled as a disciplinary measure.

17.10: Any employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee, while on jury duty, shall not lose any benefits or loss of time from work.

17.11: If a member of the EDPOA dies while in the line of duty of the Eastpointe Police Department, his/her badge and badge number shall be retired and never reissued.

ARTICLE XVIII MANPOWER POLICIES

18.1: Department supervisors shall make a sincere effort to minimize "and eventually eliminate" the practice of supervisors performing patrolmen's regular duties.

18.2: At no time shall there be less than four (4) patrol officers on patrol duty. Between 6:00 a.m. and 8:00 a.m., however, when an early release requested by a bargaining unit member is granted, there shall be no less than three (3) patrol officers on patrol duty.

Inasmuch as the City may implement a civilian dispatch program in the future, the parties agree that in the event that a civilian is performing the dispatch function, there shall be no less than five (5) patrol officers on duty between the hours of 4:00 p.m. and 8:00 a.m., except when an early release, as requested by a bargaining unit member, is granted for between 6:00 a.m. and 8:00 a.m.

ARTICLE XIX POLICY FOR OVERTIME CALL IN

19.1: Each shift commander when making out his/her monthly schedule will designate a patrol officer to be available to work overtime on every shift each day of the month. This list will be rotated on an equitable basis and will be equal in the number of

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Effective July 1, 1994 through June 30, 1997

assigned days for every patrol officer on this shift. This allows one officer available from every shift every day.

19.2: In circumstances where a C.O. has at least 24 hours notice, he/she will attempt to first draw from his/her own men/women who are on a day off. Failing this, he/she will then try to obtain the needed man/woman from personnel scheduled off on the two adjacent shifts; if still without a volunteer, he/she will poll the men/women from the off-going shift offering the opportunity first to the lowest overtime man/woman working to the highest. If still no volunteer, then the man/woman predesignated from the off-going shift will be compelled to work. All contacts in circumstances where there is at least twenty-four (24) hours notice are to be made in order of low accumulated overtime first.

19.3: If there is a shortage of manpower below the minimum requirements the supervisor will use the designated patrol officer from the off-going shift.

19.4: Each man/woman, if requested to work overtime on his/her predesignated day, is responsible to work or obtain another man/woman to work in his/her place. Under normal conditions, no POA member will work more than 12 consecutive hours, unless agreed to by the officer. The predesignated man/woman will not be responsible for any hours prior to his/her shift starting time.

19.5: Should an Employee be called on to work overtime prior to his/her normal shift on his/her predesignated day, said Employee shall have the option to refuse said overtime without risk of being charged for a refusal, after advising the calling supervisor of his/her designated obligation.

19.6: If more than one man/woman is needed to obtain the minimum manpower, the supervisor will request each one of the off-going shift to work in order of lowest accumulated overtime first. If all of the remaining off-going patrol officers refuse the overtime, the supervisor will begin calling men/women from the entire list of patrol officers, beginning with the man/woman with the lowest accumulated overtime, until he/she obtains the amount of manpower needed to operate at minimum manpower.

19.7: The supervisor will call everyone on the list until he/she obtains the manpower needed to operate at minimum strength. If that number of men/women do not accept the overtime after everyone on the list has been contacted, the department may operate below minimum without objections from the POA. (Refer to Article 18.2).

19.8: When a supervisor requests a man/woman to work over from the off-going shift or calls a man/woman in who is off and the

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Effective July 1, 1994 through June 30, 1997

patrol officer accepts, he/she is charged with the number of hours worked. If a man/woman refused the overtime, he/she will be charged with the number of hours available. If the patrol officer cannot be contacted, he/she will not be charged. All charging will be done on the overtime list only. C.O.'s will fill out the form supplied for each call in, indicating who was called, etc. When completed and initialed it will be placed in the manila envelope in their desk. C.O.'s will cooperate in filling out time worked or refused where a man/woman works beyond the time the C.O. remains on duty.

19.9: An officer off on compensatory time, on his/her predesignated day, shall still be responsible to cover the overtime. Officers off sick will not. Officers will not be predesignated during regularly scheduled vacations or department schooling. Probationary employees shall be omitted from the regular overtime policy for the hours of 8:00 a.m. to 8:00 p.m. Probationary employees will be allowed overtime from 8:00 p.m. to 8:00 a.m. in accordance with normal overtime policy.

19.10: The overtime list will be kept in the C.O.'s office and will be available for inspection upon reasonable request. The list will be updated weekly by a POA designate on the midnight shift during duty time.

19.11: An honest effort will be made by all POA members to advise the department at least one hour prior to their shift starting time, that they will be unavailable for duty.

ARTICLE XX
SPLIT SHIFT POLICIES

20.1: The present number of split shift personnel be continued at six (6).

20.2: The POA will submit volunteers for permanent split shift assignment (Permanent to be defined as a minimum of six [6] months.)

20.3: If more than six patrol officers volunteer for split shift, supervision shall select the six for assignment. If volunteers fail to meet minimum manpower requirements of six men/women, Management retains the right to assign.

20.4: All split shift personnel shall, if possible, remain attached to their original shift insofar as lieutenant supervision and authority is concerned, however, an employee leaving the split shift will be assigned to the shift where the new volunteer or assignee is taken from.

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20.5: After split shift assignments are completed, any unbalanced regular shifts shall be equalized in manpower by shift reassignments, with a minimum disruption of schedules.

20.6: New shift assignments and/or regular shift reorganizations are to coincide with present day-off rotations as close as possible.

20.7: A supervisory evaluation and POA evaluation will be made after the first three months, with joint discussion on same to reconcile any unanticipated problems that may have developed.

20.8: Unsatisfactory performance by any split shift personnel at any time, is to be mutually discussed between supervision and POAM for proper and adequate disposition.

ARTICLE XXI
EQUIPMENT POLICIES

21.1: All marked patrol cars shall be equipped with shotguns, protective screens, push bumpers and air conditioning.

21.2: An Employee may refuse to use or operate any equipment which he/she reasonably believes is unsafe or dangerous without a direct order or disciplinary action until it is tested and found to be safe by one of the City's certified mechanics.

21.3: The City shall provide hand radio units for each officer on patrol as soon as feasible in connection with a communication system.

21.4: The POA may provide and maintain their own blackboards and/or corkboards in the squad room.

21.5: The City shall provide and maintain clean, sanitary, and safe working facilities and equipment for all employees.

ARTICLE XXII
CAUSES OF SUSPENSION, REMOVAL, DISCHARGE OR REDUCTION

22.1: Those employees who have completed the probationary period shall not be disciplined without just cause.

22.2: The parties agree that all employees shall have their rights guaranteed under the Weingarten Decision.

22.3: The Employer agrees that before any employee can be disciplined:

- A. No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause and in no event until the employee shall be furnished with a written statement of the charges. All charges shall be void unless issued within ninety (90) calendar days after knowledge by management of an alleged violation. Except for those investigations that the City deems confidential, the City shall notify an employee that he/she is being investigated for possible disciplinary action as soon as it is determined practicable by the City.
- B. If an employee is charged with an alleged violation, the City shall hold a Pre-determination Hearing on the charges within thirty (30) calendar days after the notice of charges is issued, unless extended by mutual agreement; otherwise the charges shall be void. The city shall give the employee notice of the City's decision as to discipline or dismissal of the violation no later than sixty (60) calendar days from the date that a Pre-determination Hearing on the charges was conducted by the City; otherwise the charges shall be void. In any proceeding, the employee shall have reasonable time to prepare a defense, have the right to counsel and be afforded due process of law.
- C. The Union president shall be notified in writing of any and all written discipline given to any employee.

22.4: Any employee aggrieved by disciplinary action may seek relief through the grievance procedure or civil service as outlined in Article XIII of this Agreement

22.5: Except with respect to offenses involving felonious criminal activity, in which felony warrants are issued against an employee, or the use of excessive force, in imposing discipline on a current charge, management shall not take into consideration previous discipline regarding the same type of charge that occurred more than two (2) years previously if there have been no similar charges since.

22.6: Reprimands.

- A. Written. Reprimands shall remain in the employee's file for a period up to but not more than two (2) years at the discretion of the issuing supervisor.

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- B. Time Limits. All time limits are from the date of issue of the reprimand. At the end of the time limits set on the reprimand, the reprimand, along with all reports relating to the specific reprimand, shall be removed from the employee's personnel file and turned over to the employee by the Department.

If during the time period that an employee is under a reprimand and is issued another reprimand for the same type of incident, the time limits can be doubled but cannot be more than doubled.

22.7: When an employee has been accused of any wrongdoing, that employee shall be entitled to representation by an executive board member of the EDPOA in accordance with the following:

- A. If an executive board member is available at the time of the incident it shall be the accusing supervisor's responsibility to summon him/her to the meeting if this can be done without jeopardizing normal work schedules.
- B. If the matter does not require immediate settlement, the supervisor shall set a time when the matter can be discussed allowing 24 hours for the employee to obtain representation.
- C. If the matter must be settled immediately and no representation is available among on-duty officers a supervisor shall contact an off-duty executive board member of the POA. The executive member will be paid in accordance with the overtime article of this contract.

ARTICLE XXIII
GENERAL PROVISIONS

23.1: Employees who are members of the East Detroit Police Officers Association may authorize the City to pay to the East Detroit Police Officers Association the sum due on the usual check-off system.

23.2: The bargaining team for the POA shall consist of five (5) members with three (3) members permitted time off without loss of pay, and all bargaining dates shall be set at the close of each bargaining session. It is agreed that contract negotiations should begin on March 1st of the bargaining year and begin not later than April 1st of the bargaining year.

23.3: All members of the bargaining unit shall as a condition of employment become Members of the Union within thirty (30) days of employment or entering or reentering the bargaining unit or pay a service fee equal to the regular dues. The employer, upon receipt of a written notice from the Union that an Employee is no longer a member in good standing of the Union or has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that the Employee has been returned to a good membership status or has re-instituted the payment of his/her service fee prior to the expiration of said thirty (30) day period.

23.4: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, EDPOA and the Employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided therefore, such provision shall be void and inoperative, however, all other provisions of this Agreement shall insofar as possible, continue in full force and effect.

23.5: In the event that negotiations extend beyond the terminating date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract.

23.6: Upon twenty-four (24) hours notice to the City Manager, or at a mutually agreeable time, any member of the bargaining unit shall have the right to review his or her personnel file at the City Hall.

Before an entry is made in a personnel file of a bargaining unit member, that member shall be presented with the proposed entry and initial same. The purpose of the initialling is to show that the member has notice that the entry is to be made and the content thereof. If a member refuses to initial an entry, the entry shall nevertheless be made, with a notation placed on it showing when, where and by whom the entry was offered to the member for initialling.

23.7: Seniority. Department seniority shall be defined as the status attained by the length of continuous service within the Police Department for the City of Eastpointe. An employee's department seniority shall cease to accumulate for any of the following reasons:

- A. He/she resigns from the Department.

- B. He/she is dismissed and not reinstated.
- C. He/she retires.
- D. He/she is on leave of absence from the bargaining unit.
- E. He/she transfers to another position within the City but outside of the bargaining unit. (City seniority will continue)

An Employee who returns to the bargaining unit after a resignation, leave of absence or transfer will begin accruing department seniority upon his/her effective reinstatement date. This will be added to seniority accrued prior to leaving the bargaining unit.

23.8: Layoffs. Any layoffs within the bargaining unit of the EDPOA shall commence with the members with the lowest accrued departmental seniority. In cases where members have equal accrued departmental seniority, position on the certified Civil Service list shall dictate.

23.9: The Union shall produce and provide each member of the EDPOA a copy of this Agreement. The City shall supply each member with a copy of all rules, regulations, policies and procedures that must be followed.

23.10: The Agreement between the parties entitled Permanent Shift Policy (dated January 7, 1980) is subject to the parties understanding that during the first twelve (12) months after certification by the MLEOTC, the probationary employee will not be covered by the permanent shift provision and such employees will be assigned to a shift by the Department.

23.11: The Agreement between the parties entitled Pension (dated February 17, 1981) is revised to provide that the employee's contribution to the pension plan will be as follows:

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

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

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

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A. Deferred Retirement:

Eligibility - 10 or more years of service.

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

B. Non-Duty Death Benefit:

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

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

C. Post-Retirement Health Insurance Coverage:

Retirants and beneficiaries of retirants hired before December 9, 1991 shall receive City-paid health insurance coverage by choosing one of the following benefit plans:

- (1) HCN (Blue Cross HMO - Health Care Network)
- (2) Dimension III (Blue Cross Plan with Co-pays and deductibles)
- (3) HAP (HMO - Health Alliance Plan)
- (4) Blue Cross-Blue Shield MVF1, MM, ML, \$5.00 prescription rider.

Retirants and beneficiaries of retirants hired after December 9, 1991, shall have the choice of the plans set forth in Paragraphs 1 through 3 immediately above. Retirants hired after December 9, 1991 who have established residency outside the State of Michigan shall, in addition to the choice of plans set forth in Paragraph 1 through 3 immediately above, have the additional choice of

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Effective July 1, 1994 through June 30, 1997

Blue Cross/Blue Shield MVF1, MM, ML, \$5.00 prescription rider. The choice of Blue Cross/Blue Shield MVF1 shall cease to be available if the retirant and beneficiary of said retirant hired after December 9, 1991 reestablishes residency in the State of Michigan. The eligibility for and the amount of City payment of premium for the above insurance plans shall be in accordance with Section 10.5 of this Agreement.

D. Pension Multiplier:

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

E. Final Average Compensation:

After December 20, 1994, members retiring from the bargaining unit will have their final average compensation calculated on the best three of the last five years of service.

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

F. Normal Age and Service Retirement:

Benefits at age fifty (50) with twenty-five (25) years of service.

23.12: Promotions shall be made in accordance with the Civil Service Rules and Procedures and the competitive exams shall consist of a written and an oral exam with the requirement that the candidate must achieve a minimum score of seventy (70) on the written exam in order to proceed to the oral exam. The accumulative score for the combined written and oral exams must also be at least seventy (70). The City and the East Detroit Police Officers Association agree that the "Rule of Three" mandated by Civil Service Procedure constitutes a finding of "equally qualified" among the three candidates certified by the Civil Service Commission for any one promotion. It is further understood between the parties that the City Manager, as appointing authority, has the sole discretion to select for promotion any of the three certified candidates.

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Effective July 1, 1994 through June 30, 1997

- 23.13: A. The City shall have the right to utilize police reserves to perform police support functions as follows: special events, parades, school details, funerals, assistance in crime prevention education programs, security at City-owned properties (buildings, grounds and parks) excluding the police and court buildings, public relations and traffic direction resulting from events mentioned herein. Reserves may operate City-owned vehicles with amber flashing lights, provided however, no markings shall include the word "police".
- B. The City reserves the right to utilize police reserves in any capacity during emergency situations, such as unusual events, natural disasters, utility outages, unforeseeable circumstances, civil disorders, etc. to protect and meet the needs of the community but only in conjunction with the implementation of a departmental emergency mobilization plan involving all bargaining unit personnel as promulgated by the Chief of Police as a part of Department rules and regulations.
- C. Police Reserves may not be used in any manner that will cause the layoff of any member of the bargaining unit.

23.14: The parties agree that this Agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the City for the life of this Agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The parties may, by written mutual agreement, amend, modify, or add to this Agreement.

ARTICLE XXIV
RESIDENCY

24.1: All members of the bargaining unit shall reside within twelve (12) statute miles of the corporate limits of the City of Eastpointe.

5-2-10-01
D. T. Adams

ARTICLE XXV
PROBATION

25.1: Employees will be on probation for a period of six (6) months from date of certification as a police officer. This period may be extended an additional six (6) months. Probationary employees are entitled to all benefits of this contract except for the right to grieve discharge or discipline.

ARTICLE XXVI
APPEARANCE AND UNIFORM

26.1: Appearance regulations shall be promulgated as work rules by the Police Chief and, as such, may be amended or modified from time to time by the Police Chief subject to Article XXVIII, Section C, of this Agreement. Before making changes in the uniform work rules the Police Chief shall consult with the Union to obtain the Union's review and comment on proposed changes prior to actually issuing any amendments or modifications to said rules. The Chief shall meet with the Union and discuss any appearance change suggested by the Union. Employees cannot be disciplined for failing to obey any work and/or dress uniform rule, regulation or policy change until at least thirty (30) calendar days after beginning their first scheduled shift after the notice of such change has been posted. If proposed change(s) is of such a nature or magnitude as to cause an additional financial burden on the part of police officers to comply, then the City shall bear the initial cost of the change, with the police officers being financially responsible for maintenance and replacement thereafter.

26.2: The specified provisions of HAIR AND APPEARANCE CODE and UNIFORM AND DRESS CODE AMENDMENTS from the agreement dated, "July 1, 1991 to June 30, 1994", just previous to the effective date of this Agreement, will be the basis for the first regulations governed by this section. Sections 26.2, 26.3, 26.4, 26.5, 26.6, 27.1, 27.2, 27.3, 27.4 of that agreement shall become the first promulgation of the Department's regulations governing appearance and uniforms. Subsequent changes to those regulations shall be governed by section 26.1 of this Agreement and Department Policies.

26.3: Violation of appearance and uniform regulations. Where there is agreement between supervision and the Union that a violation exists, the violator shall be relieved of duty without pay until he/she complies. If the supervisor and Union fail to agree that a violation exists, no action shall be taken at that time, however, at the earliest convenience said alleged violator shall present himself/herself to the City Manager, or his/her surrogate, for final determination.

5-2-73-78
D.C. Mims

ARTICLE XXVII
NO STRIKE CLAUSE

27.1: The parties hereto recognize that it is essential for the health, safety and welfare of the citizens of the City of Eastpointe that services to the public be without interruption. Any strike, slow-down, sit-in, sick-out or other concerted effort to diminish the quality or quantity of the services performed by members of this bargaining unit shall constitute a breach of this Agreement and shall abrogate the obligations of the Employer.

27.2: Individuals who take part in any such strike, slow down, sit-in, sick-out, or any other concerted effort to diminish the quality or quantity of the services performed by members of this bargaining unit shall be subject to immediate disciplinary action up to and including discharge.

ARTICLE XXVIII
MANAGEMENT RIGHTS

- 28.1:
- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its charter including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services, the scheduling of services, and the maintenance of order and efficiency in its departments and divisions.
 - B. The City has the right to determine hours of work, work schedules including starting and quitting times, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.
 - C. The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
 - D. The City has the right to hire, select and direct the workforce and to assign, promote and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. The City has the right

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to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.

- E. The City shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.

ARTICLE XXIX
EFFECTIVE DATE

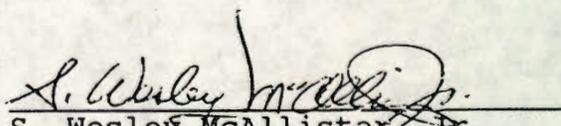
29.1: This agreement shall become effective July 1, 1994 and shall continue in full force and effect until June 30, 1997.

29.2: In Witness Whereof the parties hereto have caused this instrument to be executed, and have hereunto set their hands and seals this 30th day of March, 1995.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

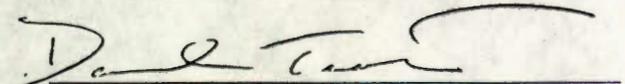
CITY OF EASTPOINTE

William Birdseye
Business Agent

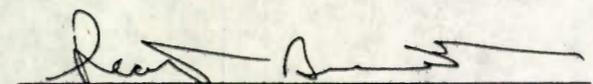


S. Wesley McAllister, Jr.
City Manager

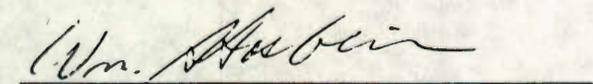
EAST DETROIT POLICE
OFFICERS ASSOCIATION



David Teolis
President



Scott Bourgeois
Vice President



William Hosbein
Treasurer

LETTER OF UNDERSTANDING

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

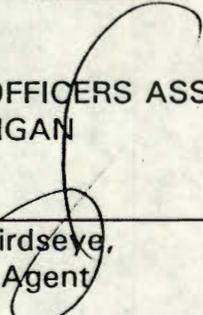
Article X, Insurance, Section 10.4: Optical, of the Agreement between the Police Officers Association of Michigan and the City of Eastpointe, effective July 1, 1994 through June 30, 1997, currently reads:

The City shall pay full premium for optical insurance for all employees including family.

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

Signed this 12th day of October, 1995.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



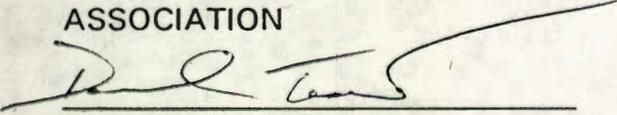
William Birdseye,
Business Agent

CITY OF EASTPOINTE



S. Wesley McAllister, Jr.
City Manager

EAST DETROIT POLICE OFFICERS
ASSOCIATION



David Teolis, President



Scott Bourgeois, Vice President



William Hosbein, Treasurer