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AGREEMENT

Between

THE CITY OF ALLEN PARK

and

ALLEN PARK POLICE OFFICERS ASSOCIATION

JULY 1, 1990 - JUNE 30, 1993

*Allen Park, City of*

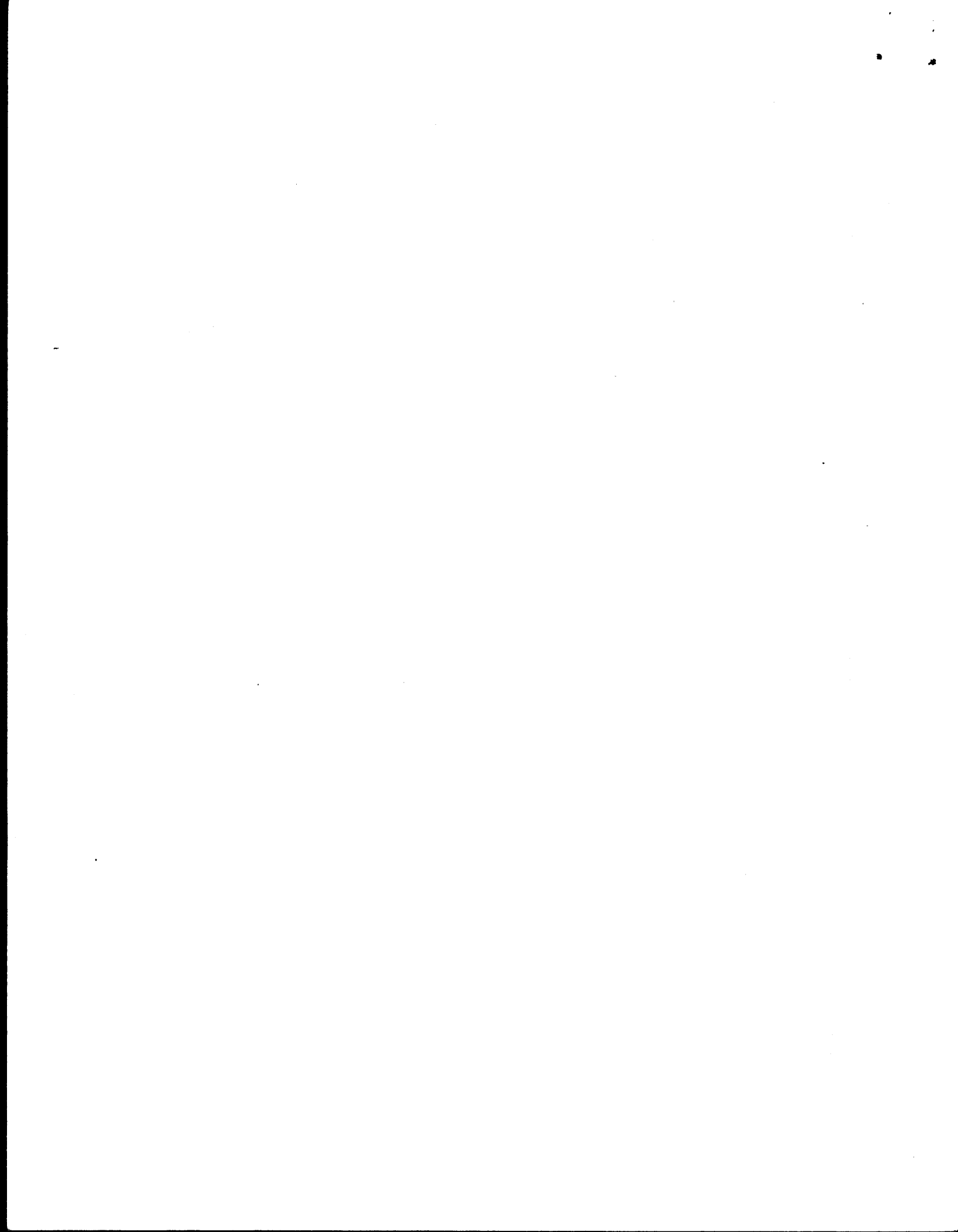


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## AGREEMENT

Between

THE CITY OF ALLEN PARK

and

ALLEN PARK POLICE OFFICERS ASSOCIATION

The City of Allen Park, Michigan, hereinafter designated as the City, and the Allen Park Police Officers Association, hereinafter designated as the Union or Association, hereby agree as follows:

### ARTICLE I - RECOGNITION

The City recognizes the Union as the exclusive collective bargaining representative relative to salaries, hours of employment, and other terms and conditions of employment for all employees in the Allen Park Police Department ranks of Corporals, Police Officers, and Dispatcher Clerks.

### ARTICLE II - PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Allen Park in its capacity as Employer, its employees, the Association, and the citizens of the City of Allen Park, Michigan.

Section 2. To these ends, the City and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

Section 3. That the parties have revised the former Agreement with revisions and deletions. It is the intent of the parties only to make the Agreement more readable and no changes of intent should be discerned by virtue of these revisions or deletions. The revisions and deletions that were made to actually change the Agreement are found in the Tentative Agreement and incorporated herein.

### ARTICLE III - RESPONSIBILITY OF THE CITY

Section 1. The City, through the Commission of Public Safety, has the sole right to manage the Police Department, including the right to maintain order and efficiency, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

Section 2. The City has the right to hire, lay off, assign, transfer, and promote employees in accordance with Act 78; to discipline including discharge for cause according to Act 78; to determine the starting and quitting times and schedules to be worked.

Section 3. The Union recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed, and the number and type of personnel to be employed, and the assignment of their duties, subject to the provisions of this Agreement.

Section 4. The Union recognizes the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the City's Police Department and to require compliance therewith by the employees. The Union reserves the right to question the reasonableness of the City's rules or regulations through the grievance procedure, and through the arbitration procedure hereinafter provided, and act in an advisory capacity to any committee created to revise same.

Section 5. In the event Act 78 is repealed during the life of this contract, the subject matter of Act 78 shall be subject to immediate negotiation.

Section 6. It is understood and agreed that any of the powers and authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement.

Section 7. This section shall not operate to abridge any rights granted by law to the Union.

#### ARTICLE IV - UNION ACTIVITIES

Section 1 - Concerted Activities. Employees and Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation 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.

Section 2 - Committee Members. On-duty officers who are members of the Union Committee shall be permitted to process grievances without loss of pay or benefits.

Section 3 - Association Business. The four (4) Executive Officers of the Allen Park Police Officer Association shall be permitted a total of eighteen (18) days off each contract year for Allen Park Police Officers Association business.

Section 4 - Bulletin Board. The Union shall be provided with a bulletin board on Police Department premises to be used for official Union business.

Section 5 - Meetings. The City agrees that meetings of the membership of the Union may be held on City premises upon given reasonable advance notice and in areas to be designated by the City.

Section 6 - Dues. The City will deduct from the pay of any employee who is covered by this Agreement all current Union dues if, at the time of such deduction, there is in the possession of the City a subsisting written agreement executed by the employee.

A. Said deduction will be from each pay period in the month.

B. Any employee shall have the right to revoke his/her assignment by written notice, signed by him, if such revocation is received by the City by registered mail, return receipt requested, at any time within a thirty (30) day period immediately prior to the employee's anniversary date.

Section 7 - Agency Shop - Pay Deduction.

A. All employees in the bargaining unit, shall on the thirtieth (30th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

- (1) Become members of the Union; or
- (2) Pay to the Union an amount of money equal to the Union monthly dues.

B. In the event that an employee covered by Section A above does not join the Union or tender his/her service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination; provided, the Union has complied with the following:

- (1) Fulfilled its obligation by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom tender is to be made. A copy of such notice should be sent to the City.

- (2) Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he/she has not fulfilled his/her obligations by the requisite date and that a request for his/her termination was being made to the City.

- (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations; that it is an official request of the Union, and that the "save-harmless" clause shall be put into effect.

C. If an employee has tendered directly to the Union his/her membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason

other than his/her failure to tender the dues or service charge to the Union, either directly or after revocation or his/her authorization.

D. In the event an employee does not tender his/her payment of dues or service fees directly to the Union, he/she may execute a written authorization to the City for deductions from his/her pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

(1) Union Members - The regular and equal amount of Union dues and fees.

(2) Non-members - The regular and equal amount of Union dues and fees (referred to as "service fees"), excluding fines, assessments.

E. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

F. The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with ARTICLE IV of this Agreement.

## ARTICLE V - GRIEVANCE AND ARBITRATION

Section 1. In order to continue a reasonable mechanism for settling disputes between the parties, the parties recognize that the grievance procedure should be continued.

Section 2. When an employee or the Union has a dispute which involves the subject matter of Act 78, the employee or the Union may attempt to resolve the dispute either through the grievance procedure or through the Act 78 procedure. A dispute taken through the Act 78 procedure cannot later be taken through the grievance procedure, unless the Act 78 Police and Fire Civil Service Commission or the Circuit Court rules that the dispute is not within the jurisdiction of Act 78.

Section 3. When an employee or the Union has a grievance against the City, it shall proceed in accordance with the grievance procedure hereinafter provided. The negotiating committee shall also act as the grievance committee and shall be composed of the President, Vice-President, Secretary/Treasurer, and Alternate of the Allen Park Police Officers Association.

Section 4 - Step 1. An employee having a grievance shall present it to a member of the negotiating committee, which member, along with one other member, shall present it in the first instance to the Chief of the Department, or in his absence, the Chief's designated representative. The grievance shall be presented to the Chief in duplicate, and it will be signed by the aggrieved employee. The Chief will give his disposition in writing within seven (7) calendar days from the time the grievance is presented to him in writing.



Section 5 - Step 2. If the grievance is not satisfactorily adjusted by the Chief of the Department, the Union representative may refer the grievance to the Unit Negotiating Committee who, if they believe the grievance is well founded, shall within seven (7) calendar days of the receipt of the disposition, notify the Chairman of the Commission of Public Safety in writing of the Union's desire to negotiate the grievance. Such grievance shall be negotiated by the Unit Committee and the Commission of Public Safety or its designated representative, who shall be a member of the Commission, within fourteen (14) calendar days of the receipt of the appeal by the Unit Negotiating Committee. The Commission of Public Safety shall give its written disposition to the Unit Negotiating Committee within seven (7) calendar days from the meeting at which the grievance was considered.

Section 6 - Step 3: Arbitration.

A. If the grievance is based upon a claim of violation of rights expressly accorded by the terms of this Agreement, and/or either an interpretation of the rules and regulations propounded by the City, or of the reasonableness thereof, and if the dispute is one which under the terms of this Agreement is within an Arbitrator's power to decide, the President of the Union, or in his absence, his designated representative who is a member of the Committee, shall notify the Chairman of the Commission of Public Safety, or in his absence, the Vice-Chairman of the Commission of Public Safety, in writing, within fourteen (14) days after the disposition made pursuant to Step 2 of this Article of the Union's intention to do so, may appeal the grievance to an impartial Arbitrator in accordance with and pursuant to the terms of this Section.

The Notice of Appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance together with the award requested.

B. Upon receipt of the Notice of Appeal, the City and the Union shall have an additional ten (10) working days in which to agree upon an arbitrator, who may be a prominent citizen or a professional arbitrator. In the event the parties cannot agree upon an Arbitrator within said ten (10) day period, the Union shall request the American Arbitration Association to appoint an impartial arbitrator in accordance with its then applicable rules and regulations, provided said request is made within sixty (60) days.

C. Power of Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the terms of this Agreement, interpretation of rules and regulations propounded by the City hereunder, or the reasonableness of such rules and regulations as propounded.

(1) He shall have no power to add to, or subtract from, or modify any of the terms of any Agreement.

(2) He shall have no power to establish salary scales or change any salary.

(3) He shall have no power to substitute his/her discretion for the City's discretion in cases where the City is given discretion by this Agreement, except that he/she shall have the power to interpret rules and regulations as propounded by the City and/or to determine the reasonableness of such rules and regulations as have been adopted by the terms of this Agreement, as apply to any particular claimant.

(4) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the City to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of the City and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

a. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

b. If any award of an arbitrator requires the approval of any governmental agency, the said award shall be subject to such approval.

c. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members in any appeal to any court or Labor Board from a decision of an arbitrator, nor shall the Union or its members by any other means attempt to bring settlement of any claim or issue.

d. The fees and expenses of an arbitrator, if any, shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

**Section 7 - Back Pay.** All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned in the employ of the Department.

**Section 8.** No decision in any one case shall require a retroactive adjustment in any other case.

**Section 9 - Time Limit for Employee Grievances.**

A. That all employee grievances must be filed within thirty (30) calendar days of the alleged incident giving rise to the grievance. The section does not preclude any rights that the Union may have under ARTICLE V, Section 6 - Step 3: Arbitration., B., including timeliness.

B. Any grievance not referred to the next stage within the time limits provided in this Agreement shall be considered automatically closed on the basis of the preceding disposition.

C. Any grievance upon which a disposition is not made by the City within the time limits prescribed herein, or such extensions as may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date the time for disposition expired. Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extensions as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

D. Any time limits provided in this Article may be extended by mutual Agreement.

Section 10. The grievance procedure shall in no way usurp the rights of the individual employee that he/she may enjoy under Act 78.

Section 11. If a grievance has been reduced to writing, signed by the employee and the Union representative, and submitted to the Chief, or in his absence, his designated representative, the grievance then exclusively comes under the jurisdiction of the Union to be disposed of by said Union.

## ARTICLE VI - DISCIPLINE

Section 1. The Employer agrees that in imposing discipline, the department will act in a fair and consistent manner and any punishment will be related to the offense committed with regard to the circumstances of the case and the employees' past record. The Employer and department recognize the rights of the Union members who consider themselves aggrieved by any discipline imposed, to raise such grievance through the grievance procedure as provided in the collective bargaining agreement.

Section 2. The Employer and Union agree that in general and depending on the severity of the offense that they will follow the principals of corrective and progressive discipline. Charges or notification of possible disciplinary action shall be instituted by the employer within sixty (60) days of said occurrence or when the employer had knowledge or should have had knowledge of occurrence. The limits expressed above shall not apply to members accused of a felony.

Section 3. No member shall be summoned before a superior officer for investigation or interview where the superior officer knows or a member feels that disciplinary action may result without first advising the member that disciplinary action may result and that he/she has a right to have a union representative present.

Section 4. The Union and member shall be notified as to any disciplinary action taken against a member. The member shall have the right by prior request to review his/her file at a reasonable time. The member shall be furnished a copy of any new entry in his/her file.

Section 5. The Employee shall have the right to be represented by a Union representative at each and all levels of disciplinary proceedings.

Section 6. A member's personnel record shall be reviewed after thirty-six (36) months of satisfactory service and all disciplinary matters and any other matters of a detrimental manner appearing therein shall be returned to that member, nor shall any written reprimands of more than twelve (12) months duration be adversely used in any subsequent disciplinary action, unless the member has been disciplined for a same or similar reason during the twelve (12) month period.

Section 7. In instances involving false statements, communications or reports, no self-incriminating communication, statements, or reports made by an employee in the pursuance of his/her duties shall be introduced at a hearing regarding said employee, except that this provision shall not be applicable if the communication, statement, or report is a subject of a formal charge of dishonesty against the employee.

Section 8. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased but may be lessened, unless the Employer discerns new evidence requiring another charge resulting in more severe discipline to be imposed.

Section 9. At the Employer's discretion, a member suspended without pay may request to forfeit, in lieu of a suspension, an equal number of annual leave or holidays.

#### ARTICLE VII - GENERAL CONDITIONS

Section 1 - Stand-by Time. Employees will not be required to stand by while off duty. Bureau or Division Heads will contact an employee if one is needed outside of duty hours.

Section 2 - Days Off. There will be a standard application of days off among all the shifts.

Section 3 - Self-Incriminating Communications. In instances involving false statements, communications or reports, no self-incriminating communications, statements, or reports made by an employee in pursuance of his/her duties shall be used at any trial board or hearing regarding said employee to the detriment of said employee, except that this provision shall not be applicable if the communication, statement, or report is the subject of a formal charge of dishonesty against the employee. An employee shall have the right to have an attorney of his/her choice and/or a Union representative present at any formal hearing in which he/she may be a party.

Section 4 - Employee Injuries.

A. Whenever an employee is injured or becomes ill from an on-duty event, or while off duty and acting in the capacity of his/her oath of office, and is unable to work, the City will continue the employee's normal rate of pay without a loss of accumulated sick leave days. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of employee's oath of office, the determining factor will be the decision of the Worker's Compensation Board.

B. In cases where an employee becomes incapable of performing his/her normal duties through an off-duty accident, illness, or other cause, the employee, the Union, or the City may request a conference between the employee, the Chief of Police, and the President of the Union, for determination and approval of limited duties, and if reasonably possible, to provide such duties as he/she is capable of performing.

C. Treatment for Injuries. Injuries of a serious nature to department officers will be treated at Outer Drive Hospital, Oakwood Hospital, Lynn Hospital, or Heritage Hospital. Discretion as to the location of treatment for injuries of a serious nature is left (within the above options) to the injured officer.

D. Discretion of the location of where the person is to be treated is left to the officer in charge.

Section 5 - Personnel Records. Employees will be notified of the number and location of any record (files, folders, jackets, etc.) maintained by the Department of any individual employee. Employees may regularly inspect any such records. Employees will be informed whenever any material is added to or removed from any Department file or whenever any material from Department files or any other source is forwarded to the Public Safety Commission or Civil Service Commission. Detrimental material will be removed after one (1) year if it is of a minor nature.

Section 6 - Maintenance of Conditions. Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement and the City shall make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

Section 7 - Fair Day's Work. The Union affirms its adherence to the principles of a fair day's work for a fair day's pay and agrees to use its best efforts toward this end both as to work and as to the conditions of its performance. The Union will not cause or permit its members to cause nor will any member of the Union cause any curtailment of work or restriction of work or interfere with the efficient operation of the department.

Section 8 - Legal Expense.

A. "Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course and scope of his/her employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the City shall, at its option, either pay for or engage and furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action. The City shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorneys fees or court costs where the employee is found to have committed negligence or any other actionable conduct, except an intentional tort, in accordance with the foregoing provisions. No such legal services or indemnification shall be required in connection with prosecution of a criminal suit against an employee.

Nothing in this Section 11, shall require the reimbursement of any employee or insurer for legal services or indemnification to which the employee is entitled pursuant to any policy of insurance.

B. The City shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct in keeping with established past practices of the Department. In addition, in cases of intentional tort(s), the employee shall have the right to select counsel of his/her own choosing, with mutual agreement with the employer."

### ARTICLE VIII - ASSIGNMENTS

Section 1. The following procedure will be used when assignments are made to the Detective Bureau, including the Youth Bureau, Special Details, or the Staff, for a period of one week or longer.

A. This procedure will apply only to those assignments not covered by Act 78.

B. Assignments will be based on seniority and ability.

i. Proposed assignments will be posted for seventy-two (72) hours on the bulletin board in the Squad Room.

ii. Employees will sign the sheet to indicate their willingness to accept the assignment.

iii. Interested employees must sign the list within the seventy-two (72) hours regardless of vacations, long weekends, sick leave, or any other reason.

iv. After seventy-two (72) hours, the Union will submit its candidate for the assignment to the Chief of Police who will determine his/her acceptability.

v. If the Union's candidate is not accepted by the Chief of Police, the Union and the Chief will meet to resolve the question.

vi. If no agreement is reached between the Union and the Chief, the Union will meet with the Commission of Public Safety and the Commission will resolve the question.

vii. The Chief has the right to assign a man to a posted position during the seventy-two (72) hour period.

viii. Assignments to the Liaison Officers, Special Operations Unit, D.R.A.N.O. and/or the Drug Enhancement Team shall be limited to a two year period, provided that the assignment may be extended for one additional one (1) year period upon recommendation of the

Chief of Police. If mutual agreement cannot be reached, as to time limits for any other assignments, the union will meet with the Commission of Public Safety to resolve the issue.

## ARTICLE IX - PENSIONS

Section 1. Employees in the unit will be covered by the Allen Park Employees Retirement System regarding Police and Fire Employees, as amended from time to time and more specifically as follows:

Section 2. An individual employee's contribution to the Retirement System shall be six (6%) percent on all wages.

Section 3. An eligible employee's straight life pension prior to age 65 equals 2.5% of his/her final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

Section 4. Effective for employees retiring after January 1, 1984, an eligible employee's straight life pension shall equal 2.5% of his/her final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

Section 5. The normal age of retirement shall be fifty-seven (57) years of age. All employees within the Allen Park Police Officers Association bargaining unit shall have their pension rights vested (100%) when they have attained fifteen (15) years of membership in the Allen Park Retirement System regardless of age.

Section 6. The voluntary age of retirement shall be age fifty-two (52).

Section 7 - One-time Change in Payment Option (Pop-Up). A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to 100% of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision.

Section 8 - Effective January 1, 1992, employees who retire on or after June 30, 1993, will have the final average compensation computed on the average of the highest three (3) consecutive years of service out of the last ten (10) years.

### Employees Hired after January 1, 1985:

Section 9. For any employee hired after January 1, 1985, an eligible employee's straight life pension shall equal one (1%) percent for the first five (5) years and two and one-half (2 1/2%) percent thereafter of his/her final average compensation multiplied by the number of years credited service to a maximum of seventy (70%) percent.

(Explanatory Note: There was no intent by the parties to change pension benefits for current employees.)

Section 10 - Voluntary Age. Minimum age of retirement for new employees shall be 54.5 years of age.

Section 11 - Normal Age. The normal age of retirement shall be fifty-seven (57) years of age.

All Employees in Unit:

Section 12 - Annuity Withdrawal. Up to two (2) employees in this unit per fiscal year may elect to draw up to fifty (50%) percent of his/her pension contribution upon retirement. Application for annuity withdrawal must be made at least ninety (90) days prior to employee's date of actual retirement and shall be paid to the employee no later than ninety (90) days after the employee's effective date of retirement. It is understood that the election of this option shall result in reduced monthly benefits as determined by the actuary to reflect the amount of the employee's withdrawal. It not being the intent to increase the employee's total pension benefits.

ARTICLE X

WAIVER & PARTIAL INVALIDITY DURING LIFE OF AGREEMENT

The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

In the event any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder.

ARTICLE XI - WORKING CONDITIONS

Section 1 - Steady Shifts.

A. Duration - This concept shall be instituted and employed for the duration of the contract period. Any alterations to this agreement shall be by mutual agreement.

B. Shifts - The road patrol and the dispatcher clerks (hereafter known as members) shall work steady shifts. The shifts shall be (0755-1600), afternoons (1555-2400) and midnights (2355-0800)

The shifts shall be selected by rank and seniority. The selections shall last for six (6) months. The selected term shall run from April through September and from October through March. The selection for each term shall be posted sixty (60) days prior to its beginning and removed thirty (30) days later.

C. Leave Days - Each member shall select eight (8) leave days each twenty-eight (28) day cycle. Members shall not accumulate leave days from one twenty-eight day cycle to the next.

Leave days, for each member, shall total 105 for the calendar year. Leave days shall not be carried over from one calendar year to the next calendar year.



D. Selection - Members shall select their leave days by rank and seniority.

Each member shall select two consecutive leave days at a time, for the first two rounds. For the third and fourth rounds, two consecutive or non-consecutive leave days shall be selected at a time.

Each member shall be guaranteed the opportunity to select one (1) week-end every twenty-eight (28) day cycle. (A week-end shall consist of any Saturday and/or Sunday combination.)

Once each member has selected all their (8) leave days for the twenty-eight day cycle, members may then select, by rank and seniority, any other time they have accumulated. These days shall be selected in accordance with the "time-off provisions" hereafter enumerated. (Shoot-days, personal days, A/L days, or single furlough day)

Leave day selections shall take place during the last twenty-one days of the previous twenty-eight day cycle. It shall be the member's responsibility to make his/her selections known to the O.I.C. A member shall make his/her selections immediately upon the request of the O.I.C. in the event a member is not available, during the regular selection period, he/she may submit his/her preferences before hand to the O.I.C. who shall make the selections in his/her stead. If the member fails to submit preferences before hand in a timely fashion, the O.I.C. shall assign the member eight (8) leave days for that twenty-eight day cycle.

Once selected, by rank and seniority, those days are fixed and cannot be altered without the mutual consent of the members. (No "bumping")

E. Time-Off Provisions - Five members shall be allowed "off-duty" at any given time. (Excluding sick time, worker's compensation leave, union time off, disability, bereavement time, court, jury-duty and/or Department scheduled schooling.) A maximum of two (2) of those five (5) members may be on furlough at any given time.

F. Furlough Selection - A minimum of five (5) furlough days, in conjunction with any other time off, or by itself, constitutes a furlough selection. Furlough selection shall be taken according to rank and seniority. Members shall select their first pick and then, after everyone has completed their first picks, select their second pick. Members may include their leave days or other accompanying days in their furlough selections. Leave days included in a furlough selection shall be considered the member's leave day selections for that twenty-eight day cycle. Furlough selections and their accompanying days shall be selected prior to leave day selections. Furlough periods shall remain from April through September and from October through March. Members shall not accumulate their furlough time from one furlough period to the next, unless approved by the Public Safety Commission.

G. Shifts with two desk personnel - In the event that two (2) Dispatcher/Clerks are assigned to a shift, or that two (2) "light duty" officers are assigned to a shift, as desk personnel, or a combination of the two, they shall select their leave days and furlough independently among themselves, according to rank and seniority.

Only one, of the two may be off-duty on a leave day at any given time. Only one, of the two, may be off-duty on furlough at any given time. While one of the two are on furlough, the other may be required to cover all but one of the week-ends for that period. (A week-end shall be considered any of the

following: Friday & Saturday, Saturday & Sunday, Sunday & Monday) In all cases, each member shall take their eight (8) leave days in the twenty-eight (28) day cycle.

H. Shift Premiums - The members shall be paid their shift premium for all hours worked, on that shift. The previous shift premium cap of 650 hours, for each shift worked, shall be deleted.

I. Rank - For the purpose of this Article, "Rank" is defined as patrol officer and dispatcher clerk, with patrol officer being the higher rank.

J. Supervisory Staffing - That with the change from rotating shifts, four platoons, to steady shifts, three platoons, there will be a reduction of road patrol supervisors. That this reduction in the number of road patrol supervisors shall take place by attrition. That the shifts, after attrition, shall have a maximum staffing of one (1) Inspector, one (1) Lieutenant and one (1) Sergeant on each of the three platoons.

K. Patrol Staffing - The number of non-probationary patrol officers on each of the three platoons/shifts shall be equalized to the extent numerically possible, to a maximum of nine (9). Any additions of patrol officers above nine (9) per platoon/shift shall be assigned at the discretion of the Chief of Police.

L. Probationary Employees - Probationary Police Officers, for their first year after completion of the M.L.E.O.T.C. Academy, may be rotated from shift to shift for the purposes of training. The rotation of probationary employees shall not prohibit the orderly selection of shifts by senior officers.

Section 2 - Shift schedules and starting times in effect July 1, 1991, will not be unilaterally altered by the City for the life of the Contract, except:

A. During MATF emergencies.

B. When crime conditions warrant deployment of a tactical shift. Positions on a tactical shift will be filled with volunteers. If there are insufficient volunteers, the remaining positions will be filled in order of lowest seniority (except probationary Patrol Officers).

Section 3 - Line-ups. Employees shall not be required to appear in line-ups or show-ups unless they are under arrest for a crime and the line-up or show-up is being conducted as part of a criminal investigation.

Section 4 - Residency. Effective January 1, 1992 employees having five (5) or more years seniority may live anywhere within the State of Michigan within a 25-mile radius of the police station. However, employees electing to live out of the City of Allen Park will be subject to the following:

A. They will forfeit their gun allowance.

B. They will not be called in for unscheduled overtime unless determined necessary by the Officer in Charge. It is understood that you go on payroll when you report to the station. Unscheduled overtime is defined as overtime for which the City has less than a four (4) hour advance notice.

It is understood and agreed that if legislation is adopted which in any way renders residence restrictions illegal, void, invalid, or otherwise

unenforceable, such legislation shall supersede the existing residency restrictions. However, employees who reside outside the city shall still be subject to forfeiture of their gun allowance.

Section 5 - Seniority Rights. Seniority for all purposes shall be determined as follows:

A. First by time in rank, second by time employed with the Police Department. In the case of more than one officer hired on the same date, the officer with the higher position on the civil service eligibility list shall have higher seniority.

B. Seniority shall prevail whenever disagreements arise concerning time off, assignments, overtime, use of equipment, and any other matters that can reasonably be resolved by application of seniority.

Section 6 - Security. On-duty personnel may transport on-coming and off-going personnel.

Section 7 - Promotional Exams. Effective upon the signing of this Contract, promotion procedures affecting the members of this bargaining unit shall be conducted as follows:

A. Eligible members (according to Act 78) shall participate in an examination consisting of a written portion and an oral portion. A minimum passing score for the written portion of the examination shall be seventy (70%) percent. The percentage score shall be determined by the Michigan Municipal League's standard scoring system.

B. Members who have passed the written portion of the examination shall then participate in the oral portion of the examination. There shall be no minimum passing score for the oral portion of the examination.

C. The percentage scores of the two portions of the examination shall then be combined: Eighty (80%) percent weight for the written portion, twenty (20%) percent weight for the oral portion. The minimum passing score for the entire examination (written and oral) is seventy (70%) percent.

D. One-twelfth (1/12) point for each calendar month of service over five (5) years of service shall then be added to each individual passing member's examination score.

E. One (1) point for military service shall then be added to the score of those passing members who have served in the military service.

F. No other point shall be added or deducted for any reason.

G. Passing members shall be ranked on the eligibility list according to their total points.

H. In the event of two or more passing members being tied for points, they shall be ranked according to their seniority in rank.

I. If two or more passing members are still tied for position, they shall be ranked according to their position on the eligibility list from which they were previously appointed or promoted.

J. The City and Union shall continue to negotiate improvements in the written and oral examination.

K. Members shall be permitted to see and review their tests and scores, upon written request to the Civil Service Commission, within thirty (30) days of the posting of the eligibility lists.

L. This section shall not affect any eligibility lists in effect on the date of the signing of this Contract.

Section 8 - Employee Civil Service Records. That all employees shall have the right to inspect their Civil Service employment records at the City Clerk's office, provided, they make a prior appointment with the City Clerk. Employees will be notified whenever material is added to or deleted from their Civil Service employment file.

Section 9 - Constitutional Rights Affirmed. All employees are entitled to the rights and protections of the United States and Michigan Constitutions.

Section 10 - Patrol Cars.

A. The City shall solicit bids for a new patrol car whenever an old patrol car reaches 60,000 mileage. The City agrees that any patrol car determined unsafe for patrol use will be removed from such duty. Said determination to be made by the Chief of Police.

B. The City shall form a joint committee composed of one representative from the City and one from the Allen Park Police Officers Association for the purpose of formulating written specifications and performance standards for patrol cars. The City shall enforce upon the suppliers of patrol cars, any such specifications and standards agreed upon by the committee.

Section 11 - Animal Complaints.

A. No live or dead animals shall be transported by patrol cars.

B. Police officers shall not be required to handle animal complaints, except when emergencies arise during times that the animal control employee is not available.

C. Police officers assigned to emergency animal complaints shall be provided with necessary equipment and may use the animal truck.

D. Whenever possible, the animal control officer will be assigned to write animal bite reports and make the ten-day checks.

Section 12. Probationary officers shall not be assigned to the felony car with less than six (6) months of seniority providing, however, that a probationary officer may be assigned after six (6) months if the fellow officer is a senior officer with at least five (5) years seniority.

Section 13 - Medical Absence. In order to protect the health and welfare of employees and in the interest of the City, a regular employee, for medical reasons, shall on the written recommendation from the employee's personal physician, be granted a leave of absence without pay in accordance with the recommendation of the employee's physician. Employees may use their sick leave days at the employee's option during the absence.

Employees may maintain their hospitalization and life insurance during a medical absence.

The Chief of Police may recommend to the Public Safety Commission a longer period of leave of absence than that requested by the employee's personal physician if, in his judgment, the nature and type of work performed by the employee is such that it would be injurious to the employee or not in the best interest of the City or the Public for the employee to continue working.

Section 14 - Health and Comfort. Plain clothes officers (Detectives and others) will be allowed to wear fashionable open neck shirts with sport jackets or leisure suits in the summer months (June, July, and August); however, they will keep a tie at the station for immediate use when situations requiring a tie arise, such as court.

Section 15 - Uniform Helmets/Hats.

A. Officers on patrol may equip themselves with lightweight duty helmets (specifications to be provided).

B. Uniform hats need not be worn when tactical considerations outweigh the necessity for a uniform appearance and specifically when dealing with:

- i. Gun calls
- ii. Fight calls.

Section 16 - Diverting Patrol Units from Law Enforcement Duties. Whenever possible, any delivery of mail or other material will be made by personnel on duty at the station. Mail and other material may be delivered by a road patrol officer when he/she is en route to the delivery location, but a patrol officer will not be diverted from his/her regular law enforcement duties for that purpose alone, unless the material to be delivered is of a highly important nature.

Section 17 - Safety Code and Committee.

A. Safety Code.

i. Felony Car.

a. A two-man car, known as the felony car, will be assigned on the road patrol twenty-four hours per day.

b. The felony car will be dispatched to all reports of felonies in progress, fights, disorderly or drunk persons, suspicious persons, and burglar or holdup alarms.

ii. Two-man Calls. At least two (2) officers will be dispatched to all reports of felonies in progress, fights, disorderly or drunk persons, suspicious persons, mental persons, and burglar or holdup alarms.

iii. Two-man Cars.

a. A second two-man car will be assigned on the road patrol under the following conditions.

1) Between the hours of 8:00 p.m. and midnight.

2) Whenever a total of ten (10) or more uniformed police officers are on duty at 8:00 p.m.

b. Between the hours of midnight and 8:00 a.m., all cars assigned to the road will be two-man cars, except Special Details and the 7:00 p.m. to 3:00 a.m. shift. If there is an odd number of officers on duty for the road patrol, then one road patrol officer will patrol alone.

iv. Felony Car and Two-man Cars. When the regular two-man car is sent outside the City for more than one hour, another two-man car will be assigned inside the City. When it is obvious that the regular two-man car will be gone for more than an hour, the second car will be assigned when the first one leaves.

v. Prisoners.

a. At least two (2) police officers will be assigned to transport prisoners. This function may be assigned to the felony car.

b. No more than three (3) prisoners will be transported by police patrol car at one time.

vi. Equipment.

a. Safety screens will be installed in four (4) patrol cars.

b. Shotguns will be locked in the vehicle mounts and covered with a sleeve over the barrel so that they are ready for instant use.

vii. Safety Vests. Within forty-five (45) days after execution of this Agreement, the City shall begin the process for purchasing soft body armor which will be provided to officers in accordance with the following provisions:

a. The soft body armor to be provided will be Point Blank Model 20, Class 2. Officers will be able to select the soft body armor style of their choice from the applicable styles of the aforementioned model and class (e.g., standard, contour or

side panel style). Female officers will be provided with the "female style" armor.

b. All safety vests purchased by the City of Allen Park pursuant to the provisions of this agreement will meet and be maintained in accordance with the manufacturer's standards and life expectancy. The City will be responsible for incurring the costs of repair or replacement of vests which do not meet manufacturer's standards and life expectancy as a result of normal wear and tear or other damage incurred in the course of the employee's duties.

c. Officers will be responsible for properly maintaining safety vests assigned to them. Said vest will be replaced at no cost to the officer, unless it can be shown that said officer did not properly maintain the vests. Replacement will be made under the following conditions: As the manufacturer advises in accordance with said manufacturer's recommendations on life expectancy and effectiveness, including those situations where, due to significant trauma, said soft body armor has lost its effectiveness, (i.e., protection level of the armor is diminished beyond manufacturer recommendation levels).

d. Any officer who elects not to receive and wear a safety vest must sign a waiver releasing the City from any liability based upon said policy officer's refusal to accept a safety vest. However, this waiver may be rescinded at any time that the officer elects to receive and wear a safety vest.

e. Officers who elect to be provided with a safety vest must wear said vest while on uniform patrol duty. Officers will not be required to wear the safety vest when, for example, they are assigned to desk or station duty, while on plain clothes assignments (unless the nature of said duty requires the use of a safety vest), while assigned as liaison officers, or with the Chief's permission.

f. Any officer who elects to be provided with a safety vest may be disciplined if he/she fails to wear said safety vest when required to do so as prescribed above.

g. Officers may rescind their acceptance of the vest only after the life expectancy of the vest (as stated by the manufacturer) has been reached, or if the officer for any reason no longer wishes to wear the vest, the officer may sign the waiver in paragraph d of this section, keep the vest, and pay the City a pro-rated amount based upon the following formula:

$$x = A/B (B-C)$$

Where

A = cost of vest

B = months of life expectancy as stated by the manufacturer

C = number of months officer accept the vest

X = officers payment to the city.

B. Safety Committee. The City agrees to continue the joint committee composed of two (2) representatives from the City, two (2) representatives from the Union, and a fifth member agreeable to the City and Union, for the purpose of formulating additions or amendments to the written Safety Code. Each member of the Safety Committee will exercise one (1) vote in resolving disagreements over specific additions to the code.

Meetings of the Safety Committee will be called by any two (2) members.

Additions agreed upon by a majority of the Safety Committee will form an attachment to this Agreement.

## ARTICLE XII - SALARIES AND CASH ALLOWANCES

### Section 1 - Annual Base Salary.

	7/1/90- 6/30/91	7/1/91- 6/30/92	7/1/92- 6/30/93
Police Officer (0-1 yrs.)	23,563	24,682	25,854
Police Officer (1-2 yrs.)	25,571	26,786	28,058
Police Officer (2-3 yrs.)	27,257	28,552	29,908
Police Officer (3-4 yrs.)	28,946	30,321	31,761
Police Officer (4-5 yrs.)	30,634	32,089	33,613
Police Officer/Corp. (5 + yrs.)	35,432	37,115	38,878

Section 2 - Gun Allowance. Each employee will receive a Gun Allowance the first week of August of \$365.00.

Section 3 - Clothing Allowance. Each sworn police officer shall receive an annual Clothing Allowance.

Effective July 1, 1990	\$450.00
Effective July 1, 1991	\$500.00
Effective July 1, 1992	\$550.00

One-half of the Clothing Allowance shall be paid in the first week of August each year; one-half shall be paid in the first week of February each year.

Section 4 - Cleaning Allowance. Each sworn police officer shall receive an annual Cleaning Allowance as follows:

Effective July 1, 1990	\$400.00
Effective July 1, 1991	\$450.00
Effective July 1, 1992	\$500.00

One-half of the Cleaning Allowance shall be paid in the first week of August each year; one-half shall be paid in the first week of February each year.



Section 5 - Holiday Pay.

A. In lieu of any other Holiday Pay, on November 15, of each year the employee shall be paid a lump sum Holiday Payment equal to eight (8) hours pay of his/her base rate multiplied by twelve (12) holidays. The designated holidays are as follows: New Years Eve and New Years Day, Washington's Birthday, Easter Sunday, Memorial Day, Independence Day July 4th, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.

Provided, however, that employees hired before December 1, 1991 will have eight (8) hours pay calculated at five (5) year rate while officers hired after December 1, 1991 will have eight (8) hours pay calculated at their individual rate as of November 15th of said year.

B. Employees who call in sick on a designated holiday shall have the sick time deducted at the rate of time and one-half. Effective July 1, 1987, employees who work on a holiday shall receive time and one-half pay for the hours worked that day. Employees in the bargaining unit who work beyond a regular shift on a holiday will be paid double time for hours worked beyond a regular shift.

C. Upon retirement or separation for any reason, an employee shall be paid his/her pro-rata share of the annual holiday pay due him/her, based on the number of designated holidays.

Section 6 - Longevity Pay. Each employee shall be paid an annual Longevity Pay at the rate of \$25.00 for each year of service, commencing with one year of service, up to ten (10) years and \$30.00 per year of service for each year over ten (10) years. Longevity pay shall be computed on November 1 of each year and payment shall be made on or before November 15 of each year. Employees receiving their first longevity pay shall receive a prorated pay computed from their date of employment to November 1.

Section 7 - Expense Allowance. Officers and Corporals assigned to the Detective Bureau shall be paid \$55.00 monthly.

Section 8 - Probationary Patrol Officers. Probationary Patrol Officers upon completion of six (6) months service shall be paid all cash benefits (exclusive of furloughs) to which they are entitled.

Section 9 - Shift Differential Pay. Effective July 1, 1987, employees who work rotating eight (8) hour shifts shall be paid 25 cents additional for each hour worked between 4:00 p.m. and midnight, and 45 cents additional for each hour worked between midnight and 8:00 a.m.

A. Shift Differential Pay shall be paid in the first week of August each year.

B. This section shall not in any way be interpreted or construed as being any alteration or abridgement of any of the provisions of ARTICLE XII, Section 1, of this Agreement.

Section 10 - Severance Pay.

A. An employee who is laid off by the City shall receive six (6) months severance pay, payable bi-monthly for a period of six (6) months from the time of layoff or until the time of rehire, whichever occurs first, except as provided below.

B. Employees hired after July 1, 1976, shall not be entitled to severance pay.

C. All benefits (holiday pay, longevity pay, shift differential, sick leave, vacation, compensatory, personal leave time and any other cash allowances, etc.) shall be prorated and paid to the employee or his/her heirs upon termination of employment for any reason.

ARTICLE XIII - INSURANCE

Section 1 - Hospital Insurance.

A. Employees hired prior to December 1, 1991.

The City shall provide for employees and eligible members of employee's family hired prior to 12-1-91 Blue Cross MVF-2 Master Medical with Mandatory Second Opinion, Drug and Reciprocity Riders. The cost shall be sustained by the City.

Retired employees who were hired prior to 12-1-91 shall continue to be covered by this plan, cost sustained by the City, until the retired employee, either active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides Hospital Insurance shall not be covered by the City's Hospital Insurance for duration of such employment.

B. Employees hired after December 1, 1991.

All employees and eligible members of employee's family hired after 12-1-91 will be covered by an HMO with the same coverage as the Blue Cross/Blue Shield Plan, cost sustained by the City. The City may at its option offer one or more plans. Employees who were hired after 12-1-91 who wish to upgrade to the Blue Cross/Blue Shield Plan may do so during enrollment period with not less than a ninety (90) day written notice to payroll office at the employee's own expense for the differential in premium cost (if any) via payroll deduction or direct payment to the City.

Retired employees who were hired after 12-1-91 shall be covered by the HMO plan with the same coverage as the Blue Cross/Blue Shield Plan, cost sustained by the City, until the retired employee, either active or retired, becomes deceased. Said employee's spouse and eligible dependents under the plan shall continue to be covered, provided said spouse remains unmarried. If said retired employee and/or spouse intends to move out of the area covered by the HMO, he/she must give the city a minimum of 90 days prior notice of the location he or she intends to move to, and the city shall arrange for coverage by another HMO or other plan covering that area which provides the same or better coverage. If no said HMO is available, then the retired employee and or spouse will be covered by the above references BC/BS plan for retirees.

Section 2 - Life Insurance. Each employee shall be covered by \$17,500.00 term life insurance, double indemnity being paid in case of accidental death, riot or civil disorder, as per City's insurance coverage. Effective sixty (60) days after execution of this agreement, each employee shall be covered by \$25,000.00 term life insurance, double indemnity being paid in case of accidental death, riot or civil disorder, as per the City's insurance coverage. A life insurance policy in the amount of \$7,500.00 coverage shall be paid for by the City for each retiree.

Section 3 - Dental Insurance. The City shall provide for employees and eligible members of employee's family: Delta Dental Plan, Full Family Coverage, Class I & II, 70% - 30% Co-payments, with maximum benefit payable in any one contract year not to exceed \$600.00 per person.

Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides dental insurance shall not be covered by the City's dental insurance for duration of such employment.

Effective July 1, 1985, the City shall provide for active employees and eligible members of employee's family (eligible dependents only to age 19) a new plan which will include orthodontic services at 50% co-pay with a maximum not to exceed one thousand (\$1,000.00) dollars per person, lifetime maximum.

Should an active employee become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided the spouse remains unmarried.

Section 4 - Optical Insurance Benefit. The City shall provide for employees and eligible members of employee's family an Optical Plan as provided by the Co-op Optical Service in their plan dated October 14, 1976. Copies of the plan will be given to the Union.

The plan in general provides every employee, spouse and all dependent children under the age of nineteen (19) an optometric refraction and glasses, if needed, once every two (2) years. The plan details the type of frames and lenses available.

Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides optical insurance shall not be covered by the City's optical insurance for duration of such employment.

Section 5 - Other Plans. The City reserves the right to change any and/or all insurance company(ies) and/or plan(s), providing the replacement program is equal to or better than the program available from the present company, subject to the mutual agreement of the City and the Union.

## ARTICLE XIV - OVERTIME

Section 1 - Overtime Rate. Each employee shall be paid for all time worked over eight (8) hours per day and for all days and parts of days worked in addition to the regularly assigned work days in the twenty-eight (28) day schedule. Such overtime shall be paid at the rate of time and one-half the normal rate. Employees shall be paid for all time in service including any number of minutes worked past the regular quitting hour.

Section 2 - Call-in Time. Employees called in to Allen Park court, or other unscheduled duty including mandatory training and classes, shall be paid a minimum of four (4) hours pay at the normal rate or for the actual time worked at the time and one-half rate, whichever is greater. Employees called in to a court or hearing outside of Allen Park shall be paid a minimum of six (6) hours pay at the normal rate or for the actual time worked at the time and one-half rate, whichever is greater.

Call-in time shall begin at the time an employee is required to report in at the station and terminates as of the time he/she is able to leave the station.

Section 3 - Compensatory Time. Effective July 1, 1991 each employee may accumulate ninety-six (96) hours compensatory time at the rate of time and one-half, in lieu of overtime pay, at the employee's option. This time may be taken off in increments of one (1) hour.

### Section 4 - Overtime Distribution.

A. Separate standardized and consistent lists of overtime assignments shall be kept in each of the division and bureaus of the Police Department, i.e., Patrol Division (Platoons), Detective Bureau, and Staff so as to insure fair distribution of overtime, by classification, among eligible employees. Employees shall not be detailed to overtime work in a division or bureau other than the one they are regularly assigned to.

B. Overtime refused will be counted against the employee in respect to his/her position on the overtime list as if the time was worked.

C. Employees shall have the right to refuse overtime except in cases of declared emergency by the Chief of Police or in his absence, his designated representative.

D. When Union officers are requested by the Chief or Deputy Chief to meet with them concerning Union business, outside of duty hours, those Union officers shall be paid for the time involved at the time and one-half rate.

E. The Officer in Charge may order officer(s) held over when the oncoming platoon is deemed short of personnel. Seniority shall prevail and officer(s) shall be taken from the working platoon scheduled to go off duty.

Section 5 - Overtime Pay Periods. All overtime payments shall be included in the next regular paycheck covering the pay period during which the overtime was worked.

Section 6 - Nonscheduled Paid Time Off. Whenever unscheduled paid time off is granted to the General City Employees by Executive Fiat, all members of the Association will be automatically compensated for the same amount of time as provided in ARTICLE XIV, Section 3.

## ARTICLE XV - SPECIAL PROVISIONS

### Section 1 - Step-up Pay.

A. Any Police Officer/Corporal performing the duties of a higher rank for that period of eight (8) hours shall receive the rate of Sergeant for that day whenever two (2) of the following three (3) ranks, Inspector, Lieutenant, or Sergeant, from a particular platoon are absent from road duty availability on a shift for more than four (4) hours.

B. Whenever an Inspector, Lieutenant, or Sergeant, on a Patrol Shift or in the Detective Bureau, is absent from his/her regular rank position for more than thirty (30) days, for any reason including his/her acting in a higher rank position, then the senior employee in the next lower rank on that Shift or in that Bureau shall be the acting Inspector, Lieutenant, or Sergeant, as the case may be, and shall be paid automatically at that higher rate commencing with the thirty-first (31st) day.

C. The senior Patrol Officer/Corporal on a Patrol Shift shall be paid automatically at the next higher rate when the next higher rank is absent as described above.

D. Employees shall not be rotated in the higher grade (rank, rate) position in order to circumvent this section.

### Section 2 - Vacancies in Rank.

A. When an employee holding a rank position is absent from his/her position for a period of six (6) months or more, the City shall appoint the next eligible employee from the eligibility list for the vacant position.

B. Rank positions are Chief, Deputy Chief, Inspector, Lieutenant, Sergeant, and any similar ranks created in the future above the rank of Patrol Officer.

C. When filling a vacant rank position, the City will use the eligibility list that was in force when the vacancy first occurs and not a subsequent eligibility list.

Section 3 - Department Rank. Police Officers with at least fifteen (15) years of service shall be granted the title of Corporal. That on January 1, 1980, the names of departmental ranks were changed. It provided that the name of the rank of Corporal shall be changed to Sergeant, etc. Further, that the change of name of rank did not affect the rate of pay, duties, promotions, or other conditions of employment. Example, that on January 1, 1980, when a Police Officer with fifteen (15) years of service was granted the title of Corporal, he/she still had and continues to have the same rate of pay, duties, promotion, and/or other conditions of employment and when his/her title was Police Officer.

Section 4 - Eligibility Lists. Testing for the rank of Sergeant shall be open to Corporals and Police Officers with five (5) years of service.

Section 5 - Tuition. The City shall pay the full tuition of any and all education in police work, police administration curriculum, or related subject or topics deemed compulsory by the City.

Section 6 - Military Drill Pay. Employees shall be paid the difference between their police pay and their military pay while attending military training with National Guard or Reserve Units for a maximum period of two (2) weeks per year.

Section 7 - Expenses on City Business. Employees shall be paid for all expenses necessarily incurred while on City business. Employees (except Detectives) shall be reimbursed a maximum of \$5.00 for each meal purchased when on City business outside of the City. Detectives shall be paid for all expenses incurred while on City business if such expenses exceed their Detective Expense Allowance each month.

Section 8 - Reproduction of Contract. Within sixty (60) days of the signing of this contract, the City shall reproduce the completed contract in booklet form and furnish fifty (50) copies to the Union.

Section 9. This Agreement shall not preclude negotiating during its term regarding permanent shifts in the Police Department.

Section 10 - Probationary Period. Effective January 1, 1992, the probationary period for newly hired police officers will be one year from the date of MLEOTC certification, or in the case of employees who are already MLEOTC certified when hired, one year from date of hire. The Union shall represent all employees including probationary employees, for the purposes of collective bargaining in respect to the rate of pay, wages, hours of employment and other conditions of employment. However, no matter concerning the discipline or discharge of a police officer shall be subject to the grievance and arbitration procedure during the probationary period, but without prejudice to whatever individual rights the officer may have under Act 78. After the probationary period, the discipline or discharge of a police officer will be subject to the grievance and arbitration procedure.

No probationary member shall have their period of probation extended for more than six (6) additional months.

Section 11 - Recruits. Police Officer recruits shall not be sworn-in until they have satisfactorily completed their state-mandated training and received state certification.

Section 12 - Distribution of Department Orders. Effective January 1, 1992, a copy of each special order, general order, notation, personnel order, training bulletin and materials that are distributed to the general membership shall be sent promptly to the Union President by placing same in the Union President's departmental mail slot.

## ARTICLE XVI - TIME OFF BENEFITS

Section 1 - Vacations. Employees are eligible for two (2) vacation periods each year. Each period is for ten (10) working days. The summer vacation period shall extend from April 1 through September 30. The winter vacation period shall extend from October 1 through March 31.

A. The choice of vacation days shall be by rank and seniority within each patrol shift and bureau.

B. Employees with at least five (5) years of service shall be granted one (1) extra vacation day each year.

C. Employees with at least ten (10) years of service shall be granted three (3) extra vacation days each year.

D. Employees with at least fifteen (15) years of service shall be granted five (5) extra vacation days each year.

E. Employees with at least twenty (20) years of service shall be granted seven (7) extra vacation days each year.

F. Employees with at least twenty-five (25) years of service shall be granted nine (9) extra vacation days each year.

G. The employee's anniversary date of hiring shall determine when he/she is eligible for the extra vacation days. The extra vacation may be applied to either the summer or winter vacation or both.

### Section 2 - Sick Days.

A. Employees may accumulate sick days at the rate of two (2) days on July 1 of each year and an additional day on the last day of each month for a total of fourteen (14) sick days per year, with no limit on the number that may be accumulated.

B. Upon an employee's retirement, the City shall pay him/her the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred and seventy (170) days.

C. Upon an employee's death, the City shall pay to his/her heirs, beneficiaries, or estate, the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred (100) days.

D. Upon an employee's separation for any other reason, the City shall pay him/her the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of fifty (50) days.

Section 3 - Personal Days. Each year, between July 1 and June 30 inclusive, each employee may take off two (2) personal days. Personal days may be taken off in half day increments (four hours at a time). Personal days may not be accumulated from one year to the next.

Section 4 - Bereavement Days.

A. An employee shall be granted five (5) working days off including the shift when the bereavement occurs, in the case of the death of a spouse, father, mother, father-in-law, mother-in-law, grandparents, brother, sister, or child, including an adopted or stepchild.

B. Should such bereavement occur during a period of vacation days off, an additional five (5) days shall be allowed such employee over and above vacation time.

Section 5 - Lunch Time. Each employee shall receive forty-five (45) minutes paid lunch period.

Section 6 - Jury Duty. An employee called for jury duty shall be granted a leave of absence for the time spent in such service and shall be paid a sum equal to the difference between his/her normal salary and payment for jury duty. Jury duty will be in lieu of working a scheduled midnight or day shift on the date of jury duty. Employees assigned to the afternoon shift who are released from jury duty before noon shall report for their scheduled afternoon shift on that date.

ARTICLE XVII - DISPATCHER CLERK

- Section 1. The classification of Dispatcher/Clerk refers to employees hired to perform certain described administrative duties consistent with established rules, regulations and job descriptions within the Police Department.
- Section 2. It is specifically understood that a Dispatcher/Clerk is not a Police Officer and shall only gain the classification of Police Officer by that method which applies to all applicants for that position according to Act 78.
- Section 3. That a Dispatcher/Clerk's age requirement shall be governed by the Fire and Police Civil Service Commission.
- Section 4. That if any layoff is made in the number of Dispatcher/Clerks, they shall be laid off in the order of least seniority within classification.
- Section 5. That Dispatcher/Clerks hired after November 1, 1988 shall be on a probationary status for a period of one (1) year. That employees hired/transferred on October 1, 1988 shall be on a probationary status for a period of six (6) months. The Union shall represent all employees, including probation employees, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. However, no matter concerning the discipline or discharge of an employee shall be subject to the grievance/arbitration procedure during the six months after date of hire, but without prejudice to whatever individual rights the employee may have under Act 78. Six months after the date of hire, the discipline or discharge of an employee will be subject to the grievance/arbitration procedure.



Section 6. That Dispatcher/Clerks shall be covered by the existing A.P.P.O.A. contract between the City and the Union, except where this agreement specifically deletes a section or language in the existing contract or adds a specific clause to address Dispatcher/Clerks.

Section 7. That Article VIII - Assignments in this contract shall not apply to Dispatcher/Clerks.

Section 8. That the following sections under Article XI - Working Conditions shall not apply to Dispatcher/Clerks:

- Sec. 1B - Shift schedules and starting times.
- Sec. 4 - Seniority Rights
- Sec. 6 - Promotional Exams
- Sec. 11 - Felony Car
- Sec. 16A - Safety Code and Committee

Section 9. Dispatcher/Clerk Seniority Rights. Seniority within this classification only, for all purposes, shall be determined as follows: First by time in classification, second by time employed with the Police Department. In the case of more than one Dispatcher/Clerk being hired on the same date, the employee with the higher position on the civil service eligibility list shall have higher seniority. Seniority shall prevail whenever disagreements arise concerning time off, assignments, overtime, use of equipment, and any other matter that can reasonable be resolved by application of seniority.

Notwithstanding the above, those employees hired/transferred on October 1, 1988 shall have seniority based on their date of hire with the City.

Section 10. That Dispatcher/Clerk wages and cash allowances shall be as stated in the following provisions:

10a. Wages

	<u>7/1/90 to 6/30/91</u>		<u>7/1/91 to 6.30/92</u>		<u>7/1/92 to 6/30/93</u>	
Start	\$ 9.25	\$19,241.	\$ 9.69	\$20,155.	\$10.15	\$21,112.
6 mos.	\$ 9.74	\$20,267.	\$10.21	\$21,230.	\$10.69	\$22,238.
1 yr	\$10.24	\$21,310.	\$10.73	\$22,322.	\$11.24	\$23,382.
2 yrs	\$11.22	\$23,346.	\$11.76	\$24,456.	\$12.32	\$25,618.
3 yrs	\$11.87	\$24,679.	\$12.43	\$25,851.	\$13.01	\$27,079.

10b. The following sections under Article XII of the A.P.P.O.A. contract shall not apply to this classification.

- Section 2. Gun Allowance
- Section 3. Clothing Allowance
- Section 4. Cleaning Allowance
- Section 5A. First Paragraph of Holiday Pay
- Section 7. Expense Allowance
- Section 8. Probationary Patrol Officers
- Section 10. Severance Pay

10c. That Dispatcher/Clerks shall be supplied uniforms by the City, and replaced by the City when necessary.

That Dispatcher/Clerks shall be paid \$250.00 per annum in equal sums in February and August of each year.

10d. That Dispatcher/Clerks shall be paid, in lieu of any other Holiday pay, on November 15 of each year, a lump sum of:

90-91 - \$735. 91-92 - \$812. 92-93 - \$894.

Section 11. That Dispatcher/Clerks shall receive the insurance benefits as provided by Article XIII.

Section 12. The following section under Article XIV of the A.P.P.O.A. contract shall not apply to this classification.

Section 4. Overtime

Section 13. The following sections under Article XV of the A.P.P.O.A. contract shall not apply to this classification.

Section 1. Step-up Pay  
Section 2. Vacancies in Rank  
Section 3. Department Rank  
Section 4. Eligibility Lists  
Section 5. Tuition - Until Completion of Probation  
Section 8. Reproduction of Contract  
Section 11. Recruits

Section 14. That the section contained in Article XVI - Time Off Benefits shall apply to Dispatcher/Clerks. However, a Dispatcher/Clerks selection of Furlough and Leave Days will be chosen after all said selections are completed by Police personnel and shall not affect Police personnel time off.

Section 15. Miscellaneous

- A. Dispatcher/Clerks shall, on the 30th day of their employment, either join the Allen Park Police Officers Association or pay the equivalent in dues each month to the Allen Park Police Officers Association as provided in the labor contract between the Allen Park Police Officers Association and the City.
- B. The Dispatcher/Clerk shall be under the direct supervision of the Officer-in-Charge (OIC) of the Patrol Platoon or Bureau to which assigned.
- C. The Dispatcher/Clerk assigned to a Patrol Platoon will perform the tasks under the supervision of the OIC unless said tasks are prohibited.

- D. Dispatcher/Clerk shall not do the following:
- i. Handle a gun.
  - ii. Use marked patrol cars for any law enforcement purpose. Cars used by Dispatcher/Clerks will be appropriately signed.
  - iii. Handle any evidence except bikes, if the Dispatcher/Clerk is on probation.
  - iv. Advise citizens about legal matters.
  - v. Take reports on robbery, rape, or other serious felonies.
  - vi. Search, other than custodial searches.
  - vii. Be sent out with detectives except for training purposes.
  - viii. Be used for Traffic control, except they may be utilized as school crossing guards.
- E. A Police Officer may be assigned as Desk Officer with the primary responsibility of operating the base radio and answering the emergency telephones. A Dispatcher/Clerk assigned to a Patrol Platoon will only assist the Desk Officer, if said Dispatcher/Clerk is on probation.
- F. No Police Officer shall be laid off while Dispatcher/Clerks are employed by the City. It is specifically understood that should any reduction in force within the Allen Park Police Department occur, that the Dispatcher/Clerks shall be laid off or terminated before any police officer is subject to being laid off.
- G. When the O.I.C. deems a prisoner to be non-violent, Dispatcher/Clerks may be required to:
- i. admit and/or release prisoners.
  - ii. give prisoners telephone calls.
  - iii. give prisoners, of the same sex, showers.

Section 16. Rest Periods. That the Dispatcher/Clerks daily work schedule shall provide for a fifteen (15) minute rest period during each one half shift worked.

It is recognized that Working Conditions, job Descriptions, and other Conditions of Employment have not been addressed in this addendum to the Collective Bargaining Agreement but the Union retains the right to bargain for these conditions stated in any previous documents pertaining to these issues which may or may not be in effect or are perceived as current or past practice.

ARTICLE XVIII - DURATION

This Agreement shall continue in full force and effect up to and including June 30, 1993. This Agreement shall continue in effect for successive yearly periods after June 30, 1993, unless notice is given in writing, by either the APPOA or the City at least sixty (60) days prior to June 30, 1993, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18th day of December, 1991.

BY THE CITY OF ALLEN PARK

BY THE ALLEN PARK POLICE  
OFFICERS ASSOCIATION

Gerald N. Richards  
MAYOR

Lawrence Tompkins

Janice Weiss  
CITY CLERK

Dean Tamsen

Mark A. Keller

Larry Jones

THE CITY OF ALLEN PARK

and

ALLEN PARK POLICE OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

The City of Allen Park and the Allen Park Police Officers Association do hereby agree that during the term of the parties' July 1, 1990 - June 30, 1993, collective bargaining agreement, the following shall be in effect:

For the health and comfort of officers assigned to the uniform division, the shift commander will determine the wearing of summer or winter uniforms appropriate with the current weather conditions and shall give notice of said determination prior to the shift in question.

Uniformity in the wearing of uniforms shall be required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18<sup>th</sup> day of December, 1991.

CITY OF ALLEN PARK

ALLEN PARK POLICE OFFICERS  
ASSOCIATION

Paul M. Richards

Lawrence Tompkins

Bernice Weiss

Dean Tamson

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Mark A. Keller

